

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

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Offices will be closed November 26th and November 27th in observance of the Thanksgiving Holiday.

IV. Presentation Agenda

1. 30th Annual Gautier Mullet and Music Festival Presentation (Presenting Winning Artwork)

V. Business Agenda

1. Approval of the re-classification of positions on Revised Schedule of Authorized Positions

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to Award Contract to Starks Contracting Company, Inc. for Bacot Park Improvements Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration of Resolution Authorizing and Directing the issuance of Not to Exceed \$2,750,000 City of Gautier, Mississippi Combined Utility System Revenue Refunding Bonds, Series 2020 for the purpose of Advance Refunding and Defeating a Portion of the Outstanding \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 and a Corresponding Portion of the outstanding \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013; Authorizing the Private Placement of said Refunding Bonds; Approving the Forms of a Commitment to Finance, a Private Placement Agreement and an Escrow Trust Agreement; and for related purposes.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. 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 enter into a loan agreement with Southern Mississippi Planning & Development District (SMPDD)
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19
3. Approval of Minutes from Recessed Council Meeting held October 20, 2020, Regular Council Meeting held November 3, 2020, and Special Call Meeting held November 10, 2020.
4. Authorization is requested for retiring Police Officer Mike Hines to purchase his duty weapon for \$1.00
5. Authorization to Advertise for Bid for the Town Commons Park, Phase I Project
6. Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2019 Round of Funding)

7. Receive October 2020 Privilege License Report

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 December 1, 2020 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
November 17, 2020**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Offices will be closed November 26th and November 27th in observance of the Thanksgiving Holiday.

NOTES:

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 26, 2020, in observance of THANKSGIVING DAY; on Friday, December 25, 2020, in observance of CHRISTMAS DAY; and on Friday, January 1, 2021, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 27, 2020, in further observance of the Thanksgiving holiday, on Thursday, December 24, 2020, in further observance of Christmas and on Thursday, December 31, 2020, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 16th day of October in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fifth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
November 17, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. 30th Annual Gautier Mullet and Music Festival Presentation (Presenting Winning Artwork)

NOTES:

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

Council Meeting:
Title:

November 17, 2020
Approval of the re-classification of positions on
Revised Schedule of Authorized Positions

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Approval of the re-classification of positions on Revised Schedule of Authorized Positions.

EXHBITS 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:

ORDINANCE NUMBER 000-2020

ORDINANCE APPROVING A CHANGE IN TITLE AND RE-CLASSIFICATION FOR 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 AMEND THE TITLE OF SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended a change in title for the following positions pursuant to Miss. Code Ann. 21-9-45:

1. Fire Department
 - a. Fire Training Officer
 - b. Captain
 - c. Lieutenant

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions;

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 November 17, 2020 to consider title changes for specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council changes the title of the following positions:

1. Fire Department
 - a. Fire Training Officer to Fire Training Chief
 - b. Captain to Battalion Chief
 - c. Lieutenant to Captain

- B. 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 _____, seconded by _____ to adopt the foregoing ordinance and received the following votes:

AYES:

NAYS:

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 17th day of November, 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	2080	11	Unfunded (1)		
Economic Developer			Unfunded (1)		
Total Funded			1		
Total Non-Funded			2		
GRANTS AND PROJECTS DEPT.					
Director	2080	21	1		
Contract and Project Administrator	2080	17	1		
Administrative Clerk	2080	8	1		
Total Funded			3		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	21	1		
Recreation Coordinator	2080	14	1		
Parks Supervisor	2080	12	1		
Crew Leader-Grounds/Maint Ops	2080	9	1		
Grounds & Maintenance Operator	2080	7	5	0	
Student Administrative Clerk	N/A	N/A		1	
Park Attendant	N/A	N/A		2	
Custodian	2080	7	1		
Total Funded			10	3	
Total Non-Funded					
HUMAN RESOURCES DEPARTMENT					
Director			Unfunded (1)		
HR Specialist	2080	14	1		
Total Funded			1		
Total Non-Funded			1		

CITY CLERK DEPARTMENT

City Clerk/Comptroller	2080	22	1
Assistant Comptroller	2080	17	1
Deputy City Clerk I	2080	15	2
Purchasing Agent	2080	14	1
Accounting Generalist	2080	12	1
Administrative Clerk	2080	8	1

Court Division

Court Clerk	2080	15	1
Deputy Court Clerk II	2080	10	1
Deputy Court Clerk I	2080	9	1

Utility Services Division

Utility Services Manager	2080	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			19
Total Non-Funded			0

PLANNING DEPARTMENT

Director/Building Official	2080	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	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	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		51	4
Total Non-Funded		2	21

* Probationary Grade 9

FIRE DEPARTMENT

Fire Chief	2080	22	1
Deputy Fire Chief/Fire Marshall	2080	20	1
Fire Training Chief	2080	18	1
Battalion Chief	2496	12	3
Captain	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	1		
Executive Dept: Unfunded	2		
Grants and Projects Dept	3		
Recreation Dept	10	3	
Human Resources Dept: Funded	1		
Human Resources Dept: Unfunded	1		
City Clerk Dept: Funded	19		
City Clerk Dept: Unfunded	0		
Planning Dept: Funded	9	1	
Police Department: Funded	51	4	21
Police Department: Unfunded	2		
Fire Dept: Funded	39		
TOTAL	133	9	21
TOTAL UNFUNDED	5	2	

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

Council Meeting: November 17, 2020
Title: Authorization to Award Contract to Starks Contracting Company, Inc. for Bacot Park Improvements Project

Introduced by:
Contact Person/Telephone April Stennett 497-8000

Summary Explanation: Authorization to Award Contract to Starks Contracting Company, Inc. for Bacot Park Improvements Project in an amount not to exceed \$2,147,270.

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 of Gautier has requested bids for Bacot Park Improvements Projects; and

WHEREAS, on October 15, 2020, sealed proposals were received; and

WHEREAS, the low bidder was Starks Contracting Company, Inc., with a base bid of \$1,965,732.50, with the possibility of several additive alternates; and

WHEREAS, the proper proposal documentation, including bid bond, is in order as required by the contract documents; and

WHEREAS, this project is being funded through the general obligation bond and funds received from Jackson County Board of Supervisors; and

WHEREAS, Heflin Engineering reviewed the bid and recommends awarding the contract to Starks Contracting Company, Inc., as the lowest and best bid; and

WHEREAS, City staff also requests approval of additive alternates 1, 11C, and 12A; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve the base contract and additive alternates 1, 11C and 12A with the lowest and best bidder, Starks Contracting Company, Inc., in an amount not to exceed \$2,147,270.00; and

WHEREAS, the Mayor and Council Members hereby find that Starks Contracting Company, 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 the base contract and additive alternates 1, 11C and 12A with Starks Contracting Company, Inc., for the Bacot Park Improvements 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of November 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/9/2020
Subject: Authorization to Award Contract to Starks Contracting Company, Inc. for Bacot Park Improvements Projects

REQUEST:

The Grants and Projects Department requests City Council authorization to acknowledge receipt of one bid for the Bacot Park Improvements project and award and execute a contract with the low bidder, Starks Contracting Company, Inc., in an amount not to exceed \$2,147,270.

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:

On October 15, 2020, a sealed proposal for the Bacot Park Improvements project was received from one qualified general contractor. The low bidder was Starks Contracting Company, Inc., with a base bid of \$1,965,732.50. City staff recommends awarding the base bid, additive alternate 1 (picnic pavilion), additive alternate 11C (wood bollards) and additive alternate 12A (basketball scoreboard).

Heflin Engineering reviewed the bid and recommends awarding the contract to Starks.

This project is being funded through the general obligation bond and funds received from the Jackson County Board of Supervisors.

The City has already secured a signed deductive change order that will be brought for approval at the Dec. 1, 2020 meeting to reduce the contract amount by \$146,000. This will get the project within budget.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of one bid for the Bacot Park Improvements project and award and execute a contract with the low bidder, Starks Contracting Company, Inc., in an amount not to exceed \$2,147,270.

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.

ATTACHMENTS:

1. Recommendation Letter & Bid Tabulation

November 9, 2020

City of Gautier
3330 Highway 90
Gautier, MS 39553

ATTN: Ms. April Stennett, Grants and Projects Director

RE: **Recommendation of Award**
Bacot Park Improvements

Dear Ms. Stennett:

We are pleased to submit to you our conclusions and recommendations regarding award of the contract for the Bacot Park Improvements project. Bids were opened at the Gautier City Hall on October 15, 2020 at 11:00 am. A copy of the Certified Tabulation of Bids is attached.

One bid was received from Starks Contracting Company, Inc. with a total base bid amount of \$1,965,732.50. The bid proposal included thirteen (13) additive alternate items with the additive alternates totaling \$1,681,425.00. Therefore Starks Contracting Company, Inc. was the low bidder. The proper proposal documentation, including bid bond, appears to be in order as required by the contract documents.

The available funds for construction for this project is \$2,004,922.00. The base bid and alternate item amounts received were negotiated with Starks Contracting to maximize the scope within the project budget. These negotiated changes are summarized in the attached Change Order #1, which would become part of the contract, if awarded. We recommend that award of contract for the Base Bid plus Additive Alternate #1 (Picnic Pavilion) plus Additive Alternate #11-C (Wood Bollards) plus Additive Alternate #12-A (Basketball Scoreboards) be awarded to Starks Contracting Company, Inc. in the amount of \$2,001,270.00.

Thank you for this opportunity to be of service to you.

Sincerely,



Austin Moore, P.E.
President

Attachment

**CITY OF GAUTIER
BACOT PARK IMPROVEMENTS
TABULATION OF BIDS**

Bid Date: October 15, 2020				Starks Contracting, Co., Inc. 01068-MC Travelers Casualty & Surety Company	
Bidder: Certificate of Responsibility: Surety:					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
BASE BID					
<i>General Work Items</i>					
1	Mobilization, Demobilization	LS	1	\$ 30,000.00	\$ 30,000.00
2	Erosion & Pollution Control (Silt Fence, Wattles, and Related Items)	LS	1	\$ 15,000.00	\$ 15,000.00
3	Clearing & Grubbing	LS	1	\$ 40,000.00	\$ 40,000.00
4	Remove Asphalt Pavement, All Depths	SY	2800	\$ 4.50	\$ 12,600.00
5	Remove Concrete Pavement, All Depths	SY	450	\$ 12.00	\$ 5,400.00
6	Remove Gravel Parking	SY	1750	\$ 1.60	\$ 2,800.00
7	Remove Fencing, All Types & Sizes	LS	1	\$ 20,000.00	\$ 20,000.00
8	Remove Northeast Concession Stand	LS	1	\$ 3,500.00	\$ 3,500.00
9	Remove Northeast Restroom Building	LS	1	\$ 4,000.00	\$ 4,000.00
10	Removal of Structures and Obstructions	LS	1	\$ 10,000.00	\$ 10,000.00
11	Cap and Abandon Water Well	EA	2	\$ 3,750.00	\$ 7,500.00
12	Undercut Excavation (FM)	CY	1800	\$ 10.50	\$ 18,900.00
13	Select Fill, Borrow, Contractor Furnished (FM)	CY	1800	\$ 15.00	\$ 27,000.00
14	General Site Grading	LS	1	\$ 25,000.00	\$ 25,000.00
15	Inlets, Catch Basins, and Drainage Structures (All Types)	LS	1	\$ 40,000.00	\$ 40,000.00
16	Inlet Removal and New Junction Box at 52" Pipe	EA	1	\$ 12,500.00	\$ 12,500.00
17	Inlet Removal and 52" Pipe Splice	EA	1	\$ 10,000.00	\$ 10,000.00
18	Drainage Pipe and Flared End Sections per Plans	LS	1	\$ 37,500.00	\$ 37,500.00
19	Repair Existing Inlet	EA	2	\$ 1,250.00	\$ 2,500.00
20	South Parking Lot Gravel Overlay	CY	160	\$ 125.00	\$ 20,000.00
21	South Parking Lot ADA Parking Pad	LS	1	\$ 10,000.00	\$ 10,000.00
22	Concrete Driveway Apron	SF	850	\$ 21.00	\$ 17,850.00
23	Concrete Sidewalks & Ramps	SY	1200	\$ 70.00	\$ 84,000.00
24	Curb & Gutter (All Types)	LF	30	\$ 23.00	\$ 690.00
25	Materials Testing	ALLOW	1	\$ 6,000.00	\$ 6,000.00
<i>Baseball Field #1 and #2</i>					
26	Baseball Field #1 & #2 - Grading & Preparation	LS	1	\$ 75,000.00	\$ 75,000.00
27	Baseball Field #1 & #2 - Fencing & Gates	LS	1	\$ 67,000.00	\$ 67,000.00
28	Baseball Field #1 & #2 - Dugouts	LS	1	\$ 35,000.00	\$ 35,000.00
29	Baseball Field #1 & #2 - Water Supply	LS	1	\$ 7,500.00	\$ 7,500.00
30	Baseball Field #1 & #2 - Baseball Field Equipment	LS	1	\$ 7,500.00	\$ 7,500.00
31	Baseball Field Marking Equipment	EA	1	\$ 2,500.00	\$ 2,500.00
32	Baseball Field #1 - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	LS	1	\$ 6,250.00	\$ 6,250.00
33	Baseball Field #2 - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	LS	1	\$ 6,250.00	\$ 6,250.00
34	Baseball Field #2 - Electrical Feeder, Panel, Distribution & All Related Items	LS	1	\$ 6,250.00	\$ 6,250.00
<i>Basketball Pavilion</i>					
35	Reinforced Concrete Foundation	LS	1	\$ 130,000.00	\$ 130,000.00
36	Basketball Pavilion Structure	LS	1	\$ 180,000.00	\$ 180,000.00
37	Post Tension Concrete Slab	LS	1	\$ 65,000.00	\$ 65,000.00
38	Court Surfacing	LS	1	\$ 12,750.00	\$ 12,750.00
39	Basketball Goal System	EA	2	\$ 10,000.00	\$ 20,000.00
40	Volleyball System	LS	1	\$ 4,000.00	\$ 4,000.00
41	Electrical Feeder, Panel, Distribution, Lighting & All Related Items	LS	1	\$ 7,500.00	\$ 7,500.00
<i>Football Field</i>					
42	Clean, Prep, and Paint Goal Posts	LS	1	\$ 4,000.00	\$ 4,000.00
43	Field Striping Machine	EA	1	\$ 5,000.00	\$ 5,000.00
44	Football Field - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	LS	1	\$ 10,000.00	\$ 10,000.00
<i>Common Space, Site Furnishings & Miscellaneous Items</i>					
45	6' Decorative Fencing & Gates	LF	880	\$ 52.00	\$ 45,760.00
46	Decorative Fence Pilaster	EA	32	\$ 1,500.00	\$ 48,000.00
47	6' Black Vinyl, Chainlink Perimeter Fencing & Gates	LF	1975	\$ 30.00	\$ 59,250.00
48	Playground Equipment	LS	1	\$ 70,000.00	\$ 70,000.00
49	Splash Pad Expansion	LS	1	\$ 100,000.00	\$ 100,000.00
50	Decorative Screen Wall w/ Lighting	LS	1	\$ 20,000.00	\$ 20,000.00
51	Artwork for Screen Wall	ALLOW	1	\$ 9,500.00	\$ 9,500.00
52	Brick Knee Wall at Concession Stand	LS	1	\$ 12,500.00	\$ 12,500.00
53	Picnic Tables	EA	4	\$ 1,700.00	\$ 6,800.00
54	Site Bench w/ Concrete Pad	EA	7	\$ 1,000.00	\$ 7,000.00

**CITY OF GAUTIER
BACOT PARK IMPROVEMENTS
TABULATION OF BIDS**

Bid Date: October 15, 2020				Starks Contracting, Co., Inc. 01068-MC Travelers Casualty & Surety Company	
Bidder: Certificate of Responsibility: Surety:					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
55	Trash Receptacles	EA	8	\$ 800.00	\$ 6,400.00
56	Park Signage	ALLOW	1	\$ 5,000.00	\$ 5,000.00
57	Aluminum Player Benches, 15'	EA	2	\$ 1,000.00	\$ 2,000.00
58	Aluminum Player Benches, 21'	EA	4	\$ 1,250.00	\$ 5,000.00
59	Aluminum Player Benches, 27'	EA	2	\$ 1,500.00	\$ 3,000.00
60	Aluminum Bleacher, 4-Row, 7'-6", Tip & Roll	EA	6	\$ 2,335.00	\$ 14,010.00
<i>Existing Building Renovation & Improvements</i>					
61	Police Substation - Renovation & Improvements	LS	1	\$ 15,000.00	\$ 15,000.00
62	Police Substation - Metal Roof System	LS	1	\$ 30,000.00	\$ 30,000.00
63	Police Substation - Remove and Replace Roof Sheathing	SF	625	\$ 6.00	\$ 3,750.00
64	Police Substation - Alarm System	LS	1	\$ 1,500.00	\$ 1,500.00
65	Press Box - Renovation & Improvements	LS	1	\$ 50,000.00	\$ 50,000.00
66	Press Box - Alarm System	LS	1	\$ 1,500.00	\$ 1,500.00
67	Concession Stand - Renovation & Improvements	LS	1	\$ 60,000.00	\$ 60,000.00
68	Concession Stand - Alarm System	LS	1	\$ 1,500.00	\$ 1,500.00
69	Existing Maintenance Building - Exterior Improvements	LS	1	\$ 10,000.00	\$ 10,000.00
<i>Landscape Items</i>					
70	Natchez Crepe Myrtle	EA	45	\$ 162.50	\$ 7,312.50
71	Dwarf Pfitzer Juniper	EA	30	\$ 62.5	\$ 1,875.00
72	Big Blue Liriope	EA	112	\$ 22.5	\$ 2,520.00
73	Pine Bark Mulch	SF	1100	\$ 2	\$ 2,200.00
74	Seed, Fertilize, Mulch	ACRE	11	\$ 4375	\$ 48,125.00
75	Solid Sod, Bermuda	SY	3000	\$ 6.5	\$ 19,500.00
<i>General Electrical Work Items</i>					
76	Electrical Demolition	LS	1	\$ 10,000.00	\$ 10,000.00
77	Remove Sports Lighting Poles & Salvage Fixtures	LS	1	\$ 10,000.00	\$ 10,000.00
78	Pullbox Repair	EA	15	\$ 2,500.00	\$ 37,500.00
79	New Sports Lighting Ballast	EA	35	\$ 357.00	\$ 12,495.00
80	New Sports Lighting Lens	EA	35	\$ 357.00	\$ 12,495.00
81	CCTV System	LS	1	\$ 100,000.00	\$ 100,000.00
TOTAL BASE BID					\$ 1,965,732.50
ADDITIVE ALTERNATE #1 - PICNIC PAVILION					
A1-1	Undercut Excavation (FM)	CY	225	\$ 10.50	\$ 2,362.50
A1-2	Select Fill, Borrow, Contractor Furnished (FM)	CY	225	\$ 15.00	\$ 3,375.00
A1-3	Picnic Pavilion Structure with Slab	LS	1	\$ 92,500.00	\$ 92,500.00
A1-4	Picnic Tables	EA	4	\$ 1,700.00	\$ 6,800.00
A1-5	Electrical Distribution, Lighting & All Related Items	LS	1	\$ 20,000.00	\$ 20,000.00
A1-6	Materials Testing	ALLOW	1	\$ 1,500.00	\$ 1,500.00
TOTAL ADDITIVE ALTERNATE #1					\$ 126,537.50
ADDITIVE ALTERNATE #2 - OPEN-AIR BASKETBALL COURT					
A2-1	Undercut Excavation (FM)	CY	700	\$ 10.50	\$ 7,350.00
A2-2	Select Fill, Borrow, Contractor Furnished (FM)	CY	700	\$ 15.00	\$ 10,500.00
A2-3	Site Grading & Storm Drainage Improvements	LS	1	\$ 8,000.00	\$ 8,000.00
A2-4	Post Tension Concrete Slab	LS	1	\$ 70,000.00	\$ 70,000.00
A2-5	Court Surfacing	LS	1	\$ 12,500.00	\$ 12,500.00
A2-6	Electrical Distribution, Lighting & All Related Items	LS	1	\$ 30,000.00	\$ 30,000.00
A2-7	Aluminum Bleacher, 4-Row, 7'-6" with Concrete Slabs	EA	2	\$ 2,250.00	\$ 4,500.00
A2-8	Alumnum Player Benches, 15'	EA	2	\$ 1,000.00	\$ 2,000.00
A2-9	Basketball Goal System	EA	2	\$ 2,500.00	\$ 5,000.00
A2-10	Volleyball System	LS	1	\$ 2,000.00	\$ 2,000.00
A2-11	Natchez Crepe Myrtle	EA	8	\$ 162.50	\$ 1,300.00
A2-12	Materials Testing	ALLOW	1	\$ 2,800.00	\$ 2,800.00
TOTAL ADDITIVE ALTERNATE #2					\$ 155,950.00

**CITY OF GAUTIER
BACOT PARK IMPROVEMENTS
TABULATION OF BIDS**

Bid Date: October 15, 2020				Starks Contracting, Co., Inc. 01068-MC Travelers Casualty & Surety Company	
Bidder: Certificate of Responsibility: Surety:					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
ADDITIVE ALTERNATE #3 - NORTH PARKING LOT REHAB					
A3-1	Remove Pavement, All Types, All Depths	SY	550	\$ 17.00	\$ 9,350.00
A3-2	Site Grading & Storm Drainage Improvements	LS	1	\$ 20,000.00	\$ 20,000.00
A3-3	Undercut Excavation (FM)	CY	230	\$ 10.50	\$ 2,415.00
A3-4	Select Fill, Borrow, Contractor Furnished (FM)	CY	230	\$ 15.00	\$ 3,450.00
A3-5	Crushed Limestone (Size 610)	CY	90	\$ 150.00	\$ 13,500.00
A3-6	Asphalt (BB-1, Type 6)	TON	95	\$ 135.00	\$ 12,825.00
A3-7	Asphalt (SC-1, Type 8)	TON	800	\$ 120.00	\$ 96,000.00
A3-8	Concrete Sidewalk & Flume	SY	70	\$ 80.00	\$ 5,600.00
A3-9	Parking Lot Striping, Signage & Appurtenances	LS	1	\$ 7,500.00	\$ 7,500.00
A3-10	Materials Testing	ALLOW	1	\$ 3,000.00	\$ 3,000.00
TOTAL ADDITIVE ALTERNATE #3					\$ 173,640.00
ADDITIVE ALTERNATE #4 - MAINTENANCE PARKING LOT REHAB					
A4-1	Remove Pavement, All Types, All Depths	SY	360	\$ 10.00	\$ 3,600.00
A4-2	Undercut Excavation (FM)	CY	75	\$ 10.50	\$ 787.50
A4-3	Select Fill, Borrow, Contractor Furnished (FM)	CY	75	\$ 15.00	\$ 1,125.00
A4-4	Crushed Limestone (Size 610)	CY	25	\$ 150.00	\$ 3,750.00
A4-5	Asphalt (BB-1, Type 6)	TON	20	\$ 155.00	\$ 3,100.00
A4-6	Asphalt (SC-1, Type 8)	TON	300	\$ 127.00	\$ 38,100.00
A4-7	Parking Lot Striping, Signage & Appurtenances	LS	1	\$ 1,500.00	\$ 1,500.00
A4-8	Site Grading	LS	1	\$ 3,500.00	\$ 3,500.00
A4-9	Materials Testing	ALLOW	1	\$ 2,000.00	\$ 2,000.00
TOTAL ADDITIVE ALTERNATE #4					\$ 57,462.50
ADDITIVE ALTERNATE #5 - SOUTH PARKING LOT					
A5-1	Demolition, Including Gravel Removal	LS	1	\$ 5,000.00	\$ 5,000.00
A5-2	Undercut Excavation (FM)	CY	2500	\$ 10.50	\$ 26,250.00
A5-3	Select Fill, Borrow, Contractor Furnished (FM)	CY	2500	\$ 15.00	\$ 37,500.00
A5-4	Crushed Limestone (Size 610)	CY	450	\$ 150.00	\$ 67,500.00
A5-5	Drainage Structures & Improvements, All Types and Sizes	LS	1	\$ 12,500.00	\$ 12,500.00
A5-6	Curb & Gutter (All Types)	LF	930	\$ 23.00	\$ 21,390.00
A5-7	Concrete Sidewalk	SY	200	\$ 70.00	\$ 14,000.00
A5-8	Asphalt (BB-1, Type 6) (PM)	TON	300	\$ 125.00	\$ 37,500.00
A5-9	Asphalt (SC-1, Type 8) (PM)	TON	150	\$ 128.00	\$ 19,200.00
A5-10	Concrete Speed Table	LS	1	\$ 7,500.00	\$ 7,500.00
A5-11	Parking Lot Striping & Signage	LS	1	\$ 3,000.00	\$ 3,000.00
A5-12	Materials Testing	ALLOW	1	\$ 3,800.00	\$ 3,800.00
TOTAL ADDITIVE ALTERNATE #5					\$ 255,140.00
ADDITIVE ALTERNATE #6 - FOOTBALL FIELD SIDEWALKS & BLEACHERS					
A6-1	Concrete Sidewalk	SY	260	\$ 70.00	\$ 18,200.00
A6-2	Materials Testing	ALLOW	1	\$ 500.00	\$ 500.00
A6-3	Aluminum Bleacher, 4-Row, 15'	EA	4	\$ 3,125.00	\$ 12,500.00
TOTAL ADDITIVE ALTERNATE #6					\$ 31,200.00
ADDITIVE ALTERNATE #7 - WALKING TRAIL					
A7-1	Concrete Sidewalk, 5" Thick	SY	2500	\$ 75.00	\$ 187,500.00
A7-2	Materials Testing	ALLOW	1	\$ 2,000.00	\$ 2,000.00
TOTAL ADDITIVE ALTERNATE #7					\$ 189,500.00
ADDITIVE ALTERNATE #8 - NEW MAINTENANCE BUILDING					
A8-1	Remove Existing Maintenance Building	LS	1	\$ 4,000.00	\$ 4,000.00
A8-2	Deduct Base Bid Item #69 - Existing Maintenance Building - Exterior Improvements (**Insert a Negative Amount**)	LS	1	\$ (10,000.00)	\$ (10,000.00)
A8-3	Undercut Excavation (FM)	CY	150	\$ 10.50	\$ 1,575.00
A8-4	Select Fill, Borrow, Contractor Furnished (FM)	CY	150	\$ 15.00	\$ 2,250.00
A8-5	Metal Building System (20' x 30') with Slab and Concrete Apron	LS	1	\$ 77,500.00	\$ 77,500.00
A8-6	Building Finishes	LS	1	\$ 7,500.00	\$ 7,500.00
A8-7	Electrical Service, Panel, Distribution & All Related Items	LS	1	\$ 25,000.00	\$ 25,000.00
A8-8	Heating, Ventilation, Air Conditioning & Plumbing	LS	1	\$ 12,500.00	\$ 12,500.00
A8-9	Alarm System	LS	1	\$ 25,000.00	\$ 25,000.00
A8-10	Materials Testing	ALLOW	1	\$ 2,500.00	\$ 2,500.00
TOTAL ADDITIVE ALTERNATE #8					\$ 147,825.00

**CITY OF GAUTIER
BACOT PARK IMPROVEMENTS
TABULATION OF BIDS**

Bid Date: October 15, 2020				Starks Contracting, Co., Inc. 01068-MC Travelers Casualty & Surety Company	
Bidder: Certificate of Responsibility: Surety:					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
ADDITIVE ALTERNATE #9 - NORTHEAST RESTROOM BUILDING RENOVATION					
A9-1	Northeast Restroom Building Renovation & Improvements	LS	1	\$ 50,000.00	\$ 50,000.00
A9-2	Alarm System	LS	1	\$ 1,500.00	\$ 1,500.00
TOTAL ADDITIVE ALTERNATE #9					\$ 51,500.00
ADDITIVE ALTERNATE #10 - BASEBALL FIELD MODIFICATIONS					
A10-1	Demolition	LS	1	\$ 7,500.00	\$ 7,500.00
A10-2	Site Grading & Storm Drainage Improvements	LS	1	\$ 15,000.00	\$ 15,000.00
A10-3	Concrete Sidewalks	SY	1400	\$ 70.00	\$ 98,000.00
A10-4	Additional Baseball Field #1 & #2 - Grading & Preparation (**Adder to Base Bid Item #26**)	LS	1	\$ 17,500.00	\$ 17,500.00
A10-5	Additional Baseball Field #1 & #2 - Fencing & Gates, Black Vinyl (**Adder to Base Bid Item #27**)	LS	1	\$ 19,170.00	\$ 19,170.00
A10-6	New Dugouts and Slabs (**Adder to Base Bid Item #28**)	LS	1	\$ 45,000.00	\$ 45,000.00
A10-7	Deduct Baseball Field #1 - Water Supply (**Insert a Negative Amount**)	LS	1	\$ (2,500.00)	\$ (2,500.00)
A10-8	Solid Sod, Bermuda	SY	900	\$ 6.50	\$ 5,850.00
A10-9	Aluminum Bleacher, 4-Row, 7'-6"	EA	4	\$ 2,250.00	\$ 9,000.00
A10-10	Field #1 - Remove Existing Poles, Wiring, and Salvage Sports Lighting Fixtures	LS	1	\$ 25,000.00	\$ 25,000.00
A10-11	Field #1 - New Timber Light Poles with Salvaged Sports Lighting Fixtures, Relamp All Fixtures, Repair Non-Working Units (**Adder to Base Bid Item #32**)	LS	1	\$ 25,000.00	\$ 25,000.00
A10-12	Field #1 - Electrical Feeder, Panel, Distribution & All Related Items	LS	1	\$ 2,500.00	\$ 2,500.00
A10-13	Irrigation System, Both Fields	LS	1	\$ 50,000.00	\$ 50,000.00
A10-14	Natchez Crepe Myrtle	EA	4	\$ 162.50	\$ 650.00
TOTAL ADDITIVE ALTERNATE #10					\$ 317,670.00
ADDITIVE ALTERNATE #11 - MISCELLANEOUS ITEMS					
A11-A	Basketball Pavilion Structure, Upgraded Coating System	LS	1	\$ 40,000.00	\$ 40,000.00
A11-B	Picnic Pavilion Structure, Upgraded Coating System	LS	1	\$ 20,000.00	\$ 20,000.00
A11-C	Wood Bollard	EA	150	\$ 250.00	\$ 37,500.00
ADDITIVE ALTERNATE #12 - SCOREBOARDS					
A12-A	Basketball Scoreboard, Complete	EA	2	\$ 8,750.00	\$ 17,500.00
A12-B	Football Scoreboard, Complete	EA	1	\$ 20,000.00	\$ 20,000.00
A12-C	Baseball Scoreboard, Complete	EA	2	\$ 12,500.00	\$ 25,000.00
ADDITIVE ALTERNATE #13 - EXERCISE STATIONS					
A13-1	Five (5) Exercise Stations	LS	1	\$ 15,000.00	\$ 15,000.00
ENGINEER'S CERTIFICATION I hereby certify that this tabulation is a true and correct representation of all bids submitted.  Austin M. Moore Registered Professional Engineer No. 26441 State of Mississippi					

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

Council Meeting: November 17, 2020
Title: Consideration of Resolution Authorizing and Directing the issuance of Not to Exceed \$2,750,000, City of Gautier, Mississippi Combined Utility System Revenue Refunding Bonds, Series 2020 for the purpose of Advance Refunding and Defeating a Portion of the Outstanding \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 and a Corresponding Portion of the outstanding \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013; Authorizing the Private Placement of said Refunding Bonds; Approving the Forms of a Commitment to Finance, a Private Placement Agreement and an Escrow Trust Agreement; and for related purposes.

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Consideration of Resolution Authorizing and Directing the issuance of Not to Exceed \$2,750,000 City of Gautier, Mississippi Combined Utility System Revenue Refunding Bonds, Series 2020 for the purpose of Advance Refunding and Defeating a Portion of the Outstanding \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 and a Corresponding Portion of the outstanding \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013; Authorizing the Private Placement of said Refunding Bonds; Approving the Forms of a Commitment to Finance, a Private Placement Agreement and an Escrow Trust Agreement; and for related purposes.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020 OF THE CITY OF GAUTIER, MISSISSIPPI IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) FOR THE PURPOSE OF ADVANCE REFUNDING AND DEFEASING A PORTION OF THE OUTSTANDING \$3,500,000 (ORIGINAL PRINCIPAL AMOUNT) MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT), DATED AUGUST 13, 2013, AND A CORRESPONDING PORTION OF THE \$3,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF GAUTIER, MISSISSIPPI PROMISSORY NOTE (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT), DATED AUGUST 13, 2013; PRESCRIBING THE FORM AND DETAILS OF SAID REFUNDING BONDS; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID REFUNDING BONDS; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID REFUNDING BONDS; AUTHORIZING THE NEGOTIATED SALE AND PRIVATE PLACEMENT OF SAID REFUNDING BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT IN CONNECTION WITH THE SALE AND PRIVATE PLACEMENT OF SAID REFUNDING BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW TRUST AGREEMENT IN CONNECTION WITH SAID REFUNDING BONDS AND SAID OUTSTANDING PRIOR OBLIGATIONS; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF SAID COMBINED UTILITY SYSTEM IN AN AMOUNT SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON SAID REFUNDING BONDS; MAKING PROVISION FOR CERTAIN FUNDS IN CONNECTION WITH SAID SYSTEM AND SAID REFUNDING BONDS; DIRECTING THE REDEMPTION OF SAID PRIOR OBLIGATIONS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City"), is authorized by the Mississippi Bond Refinancing Act, being Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Refinancing Act"), to issue revenue refunding bonds of the City for the purpose of refinancing outstanding prior obligations

of the City at more favorable interest rates, provided, among other things, that such refinancing results in a net present value savings to maturity of not less than two percent (2%) of the obligations being refinanced; and

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

WHEREAS, pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Utility Act"), and an Indenture of Trust, dated August 13, 2013 (the "2013 Indenture"), by and between the Mississippi Development Bank (the "Bank") and Regions Bank, as Trustee (the "Prior Trustee"), the Bank did heretofore issue its \$3,500,000 (original principal amount) Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "Series 2013 Bonds"), for the purpose of (a) funding a loan to the City, (b) funding a debt service reserve fund for the Series 2013 Bonds, and (c) paying the costs of issuance of the Series 2013 Bonds; and

WHEREAS, the proceeds of the Series 2013 Bonds were loaned to the City (the "Loan") pursuant to a Loan Agreement, by and between the Bank and the City, dated August 13, 2013 (the "2013 Loan Agreement"), for the purpose of improving, repairing and extending the combined utility system of the City (the "System"); and

WHEREAS, the Loan is evidenced by the \$3,500,000 (original principal amount) Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "2013 City Note") of the City; and

WHEREAS, the Governing Body desires to advance refund and defease in accordance with the Refinancing Act a portion of the outstanding principal amount of the Series 2013 Bonds and a corresponding portion of the 2013 City Note (the "Refunded Obligations"); and

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

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

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

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

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

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

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that it is necessary and advisable to issue not to exceed \$2,750,000 City of Gautier, Mississippi Taxable Combined Utility System Revenue Refunding Bonds, Series 2020 (the "Series 2020 Bonds") for the purpose of advance refunding and defeasing the Refunded Obligations; and

WHEREAS, the Series 2020 Bonds will be placed with The First, A National Banking Association, Hattiesburg, Mississippi (the "Purchaser") pursuant to the terms and provisions of a Commitment to Finance (the "Commitment") and a Private Placement Agreement (the "Private Placement Agreement"), by and between Raymond James & Associates, Inc., as placement agent (the "Placement Agent"), and the City; and

WHEREAS, there has been presented to the Governing Body the forms of the following documents:

(a) the Commitment setting out the terms of the Purchaser's commitment to purchase the Series 2020 Bonds,

(b) the Private Placement Agreement providing for the private placement of the Series 2020 Bonds by the Placement Agent, and

(a) an Escrow Trust Agreement (the "Escrow Agreement"), by and between the City and an escrow agent (the "Escrow Agent"), providing for the payment and redemption of the Refunded Obligations; and

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

WHEREAS, the Series 2020 Bonds will be secured by a lien on and payable solely from the Net Revenues (as hereinafter defined) of the System; and

WHEREAS, said the Series 2020 Bonds will be issued on a parity with that portion of the Series 2013 Bonds and a corresponding portion of the 2013 City Note which remain outstanding after the issuance of the Series 2020 Bonds, the City's outstanding \$4,000,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018, and the City's

outstanding \$6,000,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2019, dated December 18, 2019 (collectively, the "Utility Bonds"), which are also secured by the Net Revenues of the System; and

WHEREAS, all conditions, acts and things required by the Refinancing Act and the Constitution and laws of the State of Mississippi (the "State") to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of the Series 2020 Bonds, and the execution and delivery of the Commitment, the Private Placement Agreement and the Escrow Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such documents and certificates and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the Series 2020 Bonds and the advance refunding and defeasance of the Refunded Obligations; and

WHEREAS, the issuance of the Series 2020 Bonds does not exceed any statutory or constitutional limitation upon indebtedness which may be incurred by the City.

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

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

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

"Act" shall mean the Refinancing Act and the Utility Act.

"Additional Bonds" shall mean additional bonds issued hereafter on parity with the Series 2020 Bonds and the Utility Bonds and secured by Net Revenues of the System.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, designated by the Governing Body unless otherwise provided herein, and whose duties and responsibilities shall be as further limited or set forth in the form of the Series 2020 Bonds and this Bond Resolution.

"Bank" shall mean the Mississippi Development Bank.

"Bonds" shall mean the Series 2020 Bonds, the Utility Bonds and any Additional Bonds issued on parity with the Series 2020 Bonds and secured by the Net Revenues of the System.

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

"Bond Resolution" shall mean this resolution authorizing and directing the issuance of the Series 2020 Bonds.

"Bond Year" shall mean the one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Series 2020 Bonds and shall end on the date selected by the City, provided that such Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Series 2020 Bond.

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

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

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

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

"Closing" shall mean the date of the delivery of the Series 2020 Bonds.

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

"Commitment" shall mean the commitment of the Purchaser to purchase the Series 2020 Bonds in substantially the form attached hereto as Exhibit A.

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

"Current Expenses" shall mean the reasonable and necessary current expenses of maintenance, repair and operation of the System and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative and engineering expenses relating to maintenance, repair and operation, fees and expenses of the Agent, legal expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, General Fund Administration Charges and any other expense of the System required or permitted to be paid by the City under the provisions of the Bond Resolution or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the 2020 Debt Service Fund, the 2020 Debt Service Reserve Fund, the 2018 Depreciation Account or the 2018 Contingent Account.

"Debt Service Reserve Fund Requirement" shall mean the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Bond Year, on all Series 2020 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2020 Bonds; or (iii) 10% of the stated principal amount of the Series 2020 Bonds, or if the Series 2020 Bonds have more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, 10% of the issue price (as defined in Section

1.148-1(b) of the Treasury Regulations) of the Series 2020 Bonds), which Debt Service Reserve Fund Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2020 Bonds, the Debt Service Reserve Fund Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Fund Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the 2020 Debt Service Reserve Fund will not be invested at a yield in excess of the yield on the Series 2020 Bonds. The initial deposit into the 2020 Debt Service Reserve Fund may be funded with a Surety Bond.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2020 Bonds as a securities depository.

"DTC" shall mean The Depository Trust Company, New York, New York.

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

"Escrow Agent" shall mean any bank, trust company or other financial institution designated by the Governing Body to serve as escrow agent under the Escrow Agreement.

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

"Fiscal Year" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"General Fund Administration Charges" shall mean charges to the System for its pro rata share of general City support services, including but not limited to, personnel, data processing, finance, accounting and other generally applicable services.

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

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2020 Bonds as a securities depository through a Direct Participant.

"Interest Payment Date" shall mean any date on which interest is payable on the Series 2020 Bonds, being each January 1 and July 1, commencing January 1, 2021.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi, the Independent Registered Municipal Advisor to the City in connection with the sale and issuance of the Series 2020 Bonds.

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the SRF Loans outstanding at the time of the issuance of the Series 2020 Bonds.

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

"Paying Agent" shall mean any bank, trust company or other financial institution designated by the Governing Body to make payments of the principal of and interest on the Series 2020 Bonds, and to serve as registrar and transfer agent for the registration of owners of the Series 2020 Bonds, and for the performance of other duties as may be specified by the Governing Body.

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

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

"Principal and Interest Requirements" for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Series 2020 Bonds, the Utility Bonds and any Additional Bonds which will mature and accrue during such period.

"Prior Bond Documents" shall collectively mean the 2013 Loan Agreement, the 2018 Bond Resolution and the 2019 Bond Resolution.

"Prior Trustee" shall mean Regions Bank.

"Private Placement Agreement" shall mean the Private Placement Agreement by and between the City and the Placement Agent providing for the sale of the Series 2020 Bonds, a copy of which is attached hereto as Exhibit B.

"Purchaser" shall mean The First, A National Banking Association, Hattiesburg, Mississippi, as purchaser of the Series 2020 Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2020 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof.

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

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

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

"Refunded Obligations" shall mean that portion of the outstanding maturities of the Series 2013 Bonds and a corresponding portion of the 2013 City Note, as described in the Private Placement Agreement, being refunded with the proceeds of the Series 2020 Bonds.

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

"Registration Records" shall mean the records maintained by the Paying Agent on behalf of the City for the registration and transfer of the Series 2020 Bonds.

"Reserve Fund Credit Facility" if applicable, shall mean an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City, issued by a bank or other financial institution, which is acceptable to the City.

"Resolution" shall mean collectively this Bond Resolution and the Prior Bond Documents.

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

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

"Securities Depository" shall mean The Depository Trust Company and any substitute for or successor to such securities depository selected by the City to act as the securities depository maintaining a book-entry transfer system for the Series 2020 Bonds.

"Securities Depository Nominee" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Registration Records the Series 2020 Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

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

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

"Series 2019 Bonds" shall mean the \$6,000,000 City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019, dated December 18, 2019.

"Series 2020 Bonds" shall mean the Taxable Combined Utility System Revenue Refunding Bonds, Series 2020, of the City in the aggregate principal amount of not to exceed \$2,750,000, issued pursuant to the terms and provisions hereof, to be dated the date of delivery thereof.

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

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

"SRF Loans" shall mean the State Revolving Fund Loans, existing on the date of issuance of the Series 2020 Bonds, from the State to the City under Sections 49-17-81 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and Sections 41-3-16 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, which SRF Loans have a lien on Revenues of the System; however, the debt service for the SRF Loans is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

"State" shall mean the State of Mississippi.

"Surety Bond," if applicable, shall mean the Reserve Fund Credit Facility issued by the Surety Bond Provider guaranteeing certain payments into the 2020 Debt Service Reserve Fund with respect to the Series 2020 Bonds as provided therein and subject to the limitations set forth therein.

"Surety Bond Provider," if applicable, shall mean the provider of a Surety Bond to fund the 2020 Debt Service Reserve Fund.

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

"Transfer Agent" shall mean any bank, trust company or other financial institution designated by the Governing Body for the registration of owners of the Series 2020 Bonds and for the performance of such other duties as may be hereafter specified by the Governing Body.

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

"2013 Debt Service Fund" shall mean the fund created and established under the 2013 Loan Agreement for the payment of debt service on the 2013 Note and bonds issued on parity therewith, including the Series 2020 Bonds.

"2013 Indenture" shall mean the Indenture of Trust, dated August 13, 2013, by and between the Bank and the Prior Trustee pursuant to which the Series 2013 Bonds were issued.

"2013 Loan Agreement" shall mean the Loan Agreement by and between the Mississippi Development Bank and the City, dated August 13, 2013, as amended or supplemented, pursuant to which the City borrowed the proceeds of the Series 2013 Bonds, which are secured by the 2013 City Note.

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

"2018 Contingent Account" shall mean the bank account created to hold the moneys deposited in the 2018 Contingent Fund established pursuant to the 2018 Bond Resolution.

"2018 Debt Service Fund" shall mean the fund created and established under the 2018 Bond Resolution for the Series 2018 Bonds and bonds issued on parity therewith, including the Series 2020 Bonds.

"2018 Depreciation Account" shall mean the bank account created to hold the moneys deposited in the 2018 Depreciation Fund established pursuant to the 2018 Bond Resolution.

"2019 Debt Service Fund" shall mean the fund created and established under the 2019 Bond Resolution for the Series 2019 Bonds and bonds issued on parity therewith, including the Series 2020 Bonds.

"2020 Debt Service Fund" the debt service fund provided for in Section 19 of this Bond Resolution.

"2020 Debt Service Reserve Fund" shall mean the debt service reserve fund provided for in Section 19 of this Bond Resolution.

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

"Utility Bonds" shall mean that portion of the Series 2013 Bonds and the 2013 City Note which remain outstanding after the issuance of the Series 2020 Bonds, the Series 2018 Bonds and the Series 2019 Bonds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words importing persons shall include firms, partnerships, corporations, trusts and unincorporated organizations. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

SECTION 3. Proceeding under the authority of the Act and this Bond Resolution, the Series 2020 Bonds be, and are hereby, authorized, ordered and directed to be issued in a principal amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) for the purpose of providing for (a) the advance refunding and defeasance of the Refunded Obligations, (b) all or a portion of the 2020 Debt Service Reserve Fund, if deemed necessary, and (c) the payment of certain costs incident to the sale and issuance of the Series 2020 Bonds. The principal of and the interest on the Series 2020 Bonds shall be payable in accordance with and as authorized by this Bond Resolution and the Act.

SECTION 4. Due to the character of the Series 2020 Bonds, the complexity of structuring the Series 2020 Bonds and prevailing market conditions, the Governing Body has determined that it is in the best interest of the City to sell the Series 2020 Bonds by negotiation rather than a public sale by competitive bid. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Placement Agent for the sale of the Series 2020 Bonds and to make all final determinations necessary in connection with the Series 2020 Bonds and the Refunded

Obligations to be redeemed and defeased including, but not limited to, the final principal amount of the Series 2020 Bonds, the maturity schedule relating to the Series 2020 Bonds, the redemption terms of the Series 2020 Bonds, the dated date and payment dates of the Series 2020 Bonds, the interest rate or rates to be borne by the Series 2020 Bonds, the price to be paid for the Series 2020 Bonds, and any transfer restrictions on the Series 2020 Bonds, subject to the provisions of the Refinancing Act and this Bond Resolution.

SECTION 5. The Series 2020 Bonds shall be secured by a lien on the Net Revenues of the System and shall be payable from such Net Revenues and any other security pledged for the Series 2020 Bonds. The principal of and interest on the Series 2020 Bonds shall be payable solely from gross Revenues and shall be subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and debt service on the SRF Loans. The Series 2020 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the Series 2020 Bonds, either as to principal or interest. The Series 2020 Bonds are issued on parity with the Utility Bonds and satisfy the requirements for the issuance of Additional Bonds under the Prior Bond Documents. Pursuant to the provisions of this Bond Resolution, Additional Bonds may be issued on parity with the Series 2020 Bonds and the Utility Bonds.

SECTION 6. (a) The Series 2020 Bonds shall be dated the date of their delivery and shall bear interest from said date, payable on January 1 and July 1 of each year, commencing on January 1, 2021, at the rate or rates per annum set forth in the Commitment and the Private Placement Agreement, not to exceed thirteen percent (13%) per annum, and shall mature no later than July 1, 2033, in the years and in the principal amounts set forth in the Commitment and the Private Placement Agreement. Interest on the Series 2020 Bonds will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

(b) The Series 2020 Bonds shall be initially issued as fully registered bonds in the denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be numbered separately from R-1 upwards without regard to maturity.

(c) The Series 2020 Bonds will be subject to optional redemption prior to maturity as provided in the Commitment and the Private Placement Agreement.

(d) The Series 2020 Bonds may be subject to mandatory sinking fund redemption, in part, prior to maturity, in the principal amount for each year together with accrued interest to the date of redemption, as may be set forth in the Private Placement Agreement and the Commitment.

(e) Notice of a call for redemption, other than mandatory sinking fund redemption, shall be mailed, postage prepaid, not less than five (5) days prior to the redemption date, to all Registered Owners of the Series 2020 Bonds to be redeemed at their addresses on the Registration Records.

(f) On the date designated for redemption, notice having been mailed to the Registered Owners of the Series 2020 Bonds to be redeemed as provided in paragraph (e) of this Section 6, and monies sufficient for the payment of the redemption price of said Series 2020 Bonds being

held by the Paying Agent or an escrow agent, the Series 2020 Bonds so called for redemption shall become due and payable at the redemption price provided for in the notice of redemption of such Series 2020 Bonds and on such date, interest on such Series 2020 Bonds shall cease to accrue, such Series 2020 Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest accrued to such redemption date) from the funds held for that purpose.

(g) The Series 2020 Bonds may only be transferred upon compliance by the Registered Owners of the Series 2020 Bonds with the terms and provisions of this Bond Resolution, specifically, the Registered Owners of the Series 2020 Bonds must obtain from the purchaser or transferee thereof, and deliver to the City on or before the closing date thereof, a document satisfactory to the City and Bond Counsel to the effect that:

(i) Such purchaser has received a copy of this Bond Resolution. This Bond Resolution is in form and substance satisfactory to the purchaser and has been read and fully understood by it.

(ii) The purchaser has conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City in connection with the issuance by the City of the Series 2020 Bonds; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Series 2020 Bonds and the payment of the Series 2020 Bonds by the City; and during the course of this transaction and prior to the purchase of the Series 2020 Bonds it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Series 2020 Bonds, and to obtain any additional information needed in order to verify the accuracy of the information obtained.

(iii) The purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable and tax exempt municipal and other obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Series 2020 Bonds.

(iv) The purchaser is aware that certain economic and political variables could affect the security of its investment in the Series 2020 Bonds and the purchaser is able to bear the economic risks of such investment.

(v) The purchaser acknowledges and represents that it has not sought from Bond Counsel or received from Bond Counsel or looked or relied upon Bond Counsel for any information with respect to the City or its financial condition.

(vi) The purchaser is an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") and/or a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act.

(vii) The purchaser certifies that it is purchasing the Series 2020 Bonds for its own account for the purpose of investment and not for resale at a profit, and it has no present intention of reselling or otherwise redistributing the Series 2020 Bonds. The purchaser and all subsequent holders of the Series 2020 Bonds will not sell the Series 2020 Bonds except to another institutional accredited investor or qualified institutional buyer who will execute an investment letter acceptable to the City that certifies that it is purchasing the Series 2020 Bonds for its own account and not for resale, and will not sell, convey, pledge or otherwise transfer the Series 2020 Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

(viii) The purchaser will acknowledge that it has a limited right to sell or transfer up to five (5) participation interests in the Series 2020 Bonds to institutional accredited investors or qualified institutional buyers provided that the holders of such participation interests shall provide an investment letter similar to the one set forth above satisfactory to the City and such holders shall have no right to sell or transfer their participation interests without prior approval of the City except to the purchaser.

(ix) The purchaser acknowledges that interest on the Series 2020 Bonds should be treated as includable in gross income of the holder thereof for federal income tax purposes.

SECTION 7. (a) Notwithstanding anything to the contrary in this Bond Resolution, so long as the Series 2020 Bonds are being held under a book-entry system, transfers of beneficial ownership of the Series 2020 Bonds will be affected pursuant to rules and procedures established by the Securities Depository. For purposes of this Bond Resolution, "Securities Depository" shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Series 2020 Bonds.

(b) As long as a book-entry system is in effect for the Series 2020 Bonds, the Securities Depository Nominee will be recognized as the Registered Owner of the Series 2020 Bonds for the purpose of (1) paying the principal of or interest on such Series 2020 Bonds, (2) giving any notice permitted or required to be given to Registered Owners of the Series 2020 Bonds under this Bond Resolution, (3) registering the transfer of such Series 2020 Bonds, and (4) requesting any consent or other action to be taken by the Registered Owners of such Series 2020 Bonds, and for all other purposes whatsoever, and neither the City nor the Agent shall be affected by any notice to the contrary. For the purposes of this Bond Resolution, "Securities Depository Nominee" shall mean, with respect to the Series 2020 and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Series 2020 Bonds shall be registered on the Registration Records during the time such Series 2020 Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Series 2020 Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Registered Owner of such Series 2020 Bonds.

(d) The Agent shall pay all principal of and interest on the Series 2020 Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Series 2020 Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Series 2020 Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Series 2020 Bonds, or that the interests of the beneficial owners of the Series 2020 Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Agent of such determination. In such event, the City shall execute and the Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register and deliver physical certificates for the Series 2020 in exchange for the Series 2020 Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the Registration Records of the City maintained by the Agent, by the Registered Owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Agent, duly executed by the Registered Owner or his duly authorized attorney in accordance with this Bond Resolution.

(f) In the event that the Securities Depository for the Series 2020 Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Registered Owners of the Series 2020 Bonds by the City or by the Agent with respect to any consent or other action to be taken by the Registered Owners, the City or the Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) The Series 2020 shall be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC") and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Series 2020 Bonds. As long as the Series 2020 Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Series 2020 Bonds and notices shall be made and given, respectively, to DTC.

SECTION 8. The principal of the Series 2020 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof as the same shall become due to the Paying Agent. Interest will be payable by check or draft drawn upon the Agent, made payable to the Registered Owner named in the Registration Records, and mailed to the address of the Registered Owner as it shall appear on the Registration Records.

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

may in his opinion determine to be required, said execution being conclusive evidence of such approval.

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

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

SECTION 12. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended (the "Registered Bond Act"), the Series 2020 Bonds shall be executed by the manual or facsimile signature of the Mayor and the official seal of the City shall be affixed or lithographed or otherwise reproduced thereon, attested by the Clerk and the Series 2020 Bonds shall be authenticated by the Agent. The Agent shall authenticate each Series 2020 Bond by executing the Agent's Certificate thereon and no Series 2020 Bond shall be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Series 2020 Bond so authenticated has been duly authenticated and delivered. The validation certificate, for which provision is hereinafter made, to appear on each Series 2020 Bond, shall be executed by the Clerk and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Series 2020 Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of this Bond Resolution and the Private Placement Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, sale, issuance and validation of the Series 2020 Bonds, and the final, unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery by the Agent of any of the Series 2020 Bonds, the City shall file with the Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the City in connection with the authorization, sale, issuance and validation of the Series 2020 Bonds; and (b) an authorization to the Agent, signed by the Mayor and the Clerk, to authenticate and deliver the Series 2020 Bonds to the Purchaser. The Agent is authorized and directed to authenticate the Series 2020 Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2020 Bonds to the City in accordance with this Bond Resolution and the Private Placement Agreement. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs of the Series 2020 Bonds, shall be printed and delivered to the Agent, and held by the Agent until needed for transfer or reissuance, whereupon the Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Agent is hereby authorized upon the approval of the City to have printed from time

to time as necessary additional certificates bearing the manual or facsimile seal of the City and manual or facsimile signatures of the Mayor and the Clerk. When the Series 2020 Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in the Registration Records maintained for that purpose. The Clerk shall cause to be imprinted upon, or attached to, each of the Series 2020 Bonds, over her manual or facsimile signature and manual or facsimile seal, a certificate certifying that the Series 2020 Bonds have been validated which certificate shall be in substantially the form set out in Section 13 hereof.

SECTION 13. The form of the Series 2020 Bonds, the certificate to appear thereon and the Agent's Certificate shall be in substantially the following form and the Mayor and the Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinion be required:

[SERIES 2020 BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF TO THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AND TRANSFER AGENT (AS HEREINAFTER DEFINED) FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

**INTEREST ON THIS BOND SHOULD BE TREATED AS INCLUDABLE
IN GROSS INCOME OF THE HOLDER HEREOF FOR
FEDERAL INCOME TAX PURPOSES**

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

**CITY OF GAUTIER, MISSISSIPPI
TAXABLE COMBINED UTILITY SYSTEM
REVENUE REFUNDING BOND,
SERIES 2020**

No. R-_____

\$_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	July 1, 20____	December ____, 2020	

Registered Owner: Cede & Co.

Principal Amount:

The City of Gautier, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, or its successor, as paying and transfer agent (the "Paying Agent") for the Taxable Combined Utility System Revenue Refunding Bonds, Series 2020, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the City (the "Registration Records") maintained by the Paying Agent, which shall also serve as registrar and transfer agent, as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest (calculated on the basis of a year of 360 days and twelve 30-day months) on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above semiannually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing January 1, 2021, until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the Registration Records as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such Registration Records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars (\$_____) for the purpose of (a) advance refunding and defeasance of a portion of the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "Series 2013 Bonds") and a corresponding portion of the \$3,500,000 (original principal amount) City of Gautier, Mississippi

Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "2013 City Note"), (b) [funding a debt service reserve fund for the Bonds, including the premium for a surety bond,] and (c) paying the costs incident to the sale and issuance of the Bonds. The Series 2013 Bonds were issued to loan the proceeds thereof to the City for the purpose of improving, repairing and extending the combined utility system of the City (the "System").

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including the provisions of Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including a resolution adopted on November 17, 2020 (the "Bond Resolution"). Terms capitalized herein shall have the same meaning as in the Bond Resolution, unless otherwise expressly provided herein.

The principal of and interest on the Bonds shall be payable solely from the gross revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and debt service on any outstanding loans to the City from the State's revolving loan fund (the "SRF Loans") under Sections 49-17-81 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and Sections 41-3-16 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Net Revenues"). The Bonds are secured by a lien on Net Revenues of the System. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the full faith, credit and taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest. The Bonds are being issued on parity with the that portion of the \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and a corresponding portion of the City's \$3,500,000 (original principal amount) Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, which remains outstanding after the issuance of the Bonds, the City's outstanding \$4,000,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2018, dated June 1, 2018, and the City's outstanding \$6,000,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2019, dated December 18, 2019 (collectively, the "Utility Bonds").

THE BOND RESOLUTION PROVIDES THAT UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL BONDS MAY BE ISSUED BY THE CITY ON PARITY WITH THE BONDS AND THE UTILITY BONDS AND SECURED BY A PARITY LIEN ON NET REVENUES OF THE SYSTEM AND PAYABLE RATABLY FROM SUCH NET REVENUES ALONG WITH THE BONDS AND THE UTILITY BONDS.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$100,000 each and integral multiples of \$1,000 in excess thereof up to the amount of a single maturity.

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

The Bonds are subject to optional redemption, at the option of the City, in whole or in part, on any date on or after July 1, 2024, at the principal amount thereof, together with the interest accrued thereon to the date fixed for redemption and without premium.

The Bonds maturing on July 1, 20____ in the principal amount of \$_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, on each July 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$ _____
Term Bonds

Date	Principal Amount
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033*	

* Final Maturity.

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

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

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in

the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The City covenants and agrees that it will perform all duties required by law and by the Bond Resolution; that it will apply the proceeds of this Bond to the purposes above set forth; that, as long as this Bond is outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this Bond as same shall mature and accrue and to provide for a reserve fund as set forth in the Bond Resolution; and that such an amount of the gross Revenues of the System remaining after paying the expenses of operating and maintaining the System and debt service on the SRF Loans as will maintain the payment of the principal and interest on this Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, in order to make the same a legal and binding obligation of the City, according to the terms hereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of the _____ day of December, 2020.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Taxable Combined Utility System Revenue Refunding Bonds, Series 2020 of the City of Gautier, Mississippi.

_____, as Paying Agent

By _____
Authorized Officer

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

JACKSON COUNTY

I, the undersigned City Clerk of the City of Gautier, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Jackson County, Mississippi, rendered on the _____ day of _____, 2020.

(SEAL)

City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

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

[END OF SERIES 2020 BOND FORM]

SECTION 14. The Governing Body hereby adopts, pursuant to the authority granted by the Act and the Registered Bond Act, the following conditions (the "Conditions") which are to apply to the transfer, exchange and replacement of the Series 2020 Bonds, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER,
EXCHANGE AND REPLACEMENT OF THE SERIES 2020 BONDS**

"Agent" as used in these Conditions means, as to Series 2020 Bonds designated herein, the bank or banks designated by action of the Governing Body as the Paying Agent and the Transfer Agent with respect to the Series 2020 Bonds and whose duties and responsibilities shall be as further limited or set forth in the form of Series 2020 Bonds and this Bond Resolution.

The principal of all Series 2020 Bonds shall be payable at the corporate trust office of the Agent, and payment of the interest on each Series 2020 Bond shall be made by the Agent on each Interest Payment Date to the person appearing on the Registration Records of the City (hereinafter provided for) as the Registered Owner thereof as of the close of business on the Record Date (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date, by check or draft mailed to such Registered Owner at his address as it appears on such Registration Records. Payment of the principal of all Series 2020 Bonds shall be made upon the presentation and surrender for cancellation of such Series 2020 Bonds as the same shall become due and payable.

Series 2020 Bonds, upon surrender thereof at said corporate trust office of the Agent with a written instrument of transfer satisfactory to such Agent duly executed by the Registered Owner or his authorized attorney, may be exchanged for Series 2020 Bonds of like series, maturity and interest rate of any other authorized denominations. Each such Series 2020 Bond shall be dated as of the date six (6)

months preceding the Interest Payment Date thereon next following the date of delivery of such Series 2020 Bond in registered form, unless such date of delivery shall be an Interest Payment Date in which case it shall be dated as of such date of delivery, and every such Series 2020 Bond in registered form shall bear interest from its date.

So long as the Series 2020 Bonds shall remain outstanding, the City shall cause the Agent to maintain and keep, at its corporate trust office, Registration Records for the registration and transfer of Series 2020 Bonds, and, upon presentation thereof for such purpose at such corporate trust office, the City shall cause the Agent to register or cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Agent may prescribe, any Series 2020 Bond. So long as any of the Series 2020 Bonds remain outstanding, the City shall make all necessary provisions to permit the exchange of Series 2020 Bonds at the corporate trust office of the Agent.

All Series 2020 Bonds shall be transferable only upon the Registration Records which shall be kept for that purpose at the corporate trust office of the Agent for the City, by the Registered Owner thereof in person or his authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Agent, duly executed by the Registered Owner or his authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Series 2020 Bond or Series 2020 Bonds in registered form of the same series in the same aggregate principal amount and of like maturity and interest rate as the Series 2020 Bond or Series 2020 Bonds surrendered. Series 2020 Bonds issued in connection with transfers shall be dated in the same manner provided above for the dating of Series 2020 Bonds issued in connection with exchanges.

Neither the City nor the Agent shall be required (a) to exchange or transfer Series 2020 Bonds for a period of fifteen (15) days next preceding an Interest Payment Date on the Series 2020 Bonds or next preceding any selection of Series 2020 Bonds to be redeemed or thereafter until the first mailing of any notice of redemption, or (b) to transfer or exchange any Series 2020 Bond called for redemption.

All Series 2020 Bonds surrendered in any exchanges or transfers shall forthwith be canceled by the Agent and thereafter transmitted to the City.

Prior to the issuance or delivery of any Series 2020 Bond, whether upon original issuance, transfer, exchange or replacement, the Agent shall manually execute the certificate of authentication provided thereon. No Series 2020 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Agent. Such certificate of the Agent upon any Series 2020 Bond executed on behalf of the City shall be conclusive evidence that the Series 2020 Bond so authenticated has been duly authenticated and delivered.

Series 2020 Bonds bearing the facsimile signature of any person who shall have been the Mayor or Clerk at the time such Series 2020 Bonds were originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Series 2020 Bonds or was not such officer at the date of such Series 2020 Bonds.

Except as otherwise required by law, if (a) any mutilated Series 2020 Bond is surrendered to the Agent at its corporate trust office, or the Agent receives evidence to its satisfaction of the destruction, loss or theft of any Series 2020 Bond and (b) there is delivered to the Agent such security and/or indemnity as may be required by it to save harmless the City and the Agent, and as otherwise required by law, then, in the absence of notice to the Agent that such Series 2020 Bond has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the State, the Agent shall authenticate and deliver, in exchange for any such mutilated Series 2020 Bond, or in lieu of any such destroyed, lost or stolen Series 2020 Bond, a new Series 2020 Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Agent shall thereupon cancel any Series 2020 Bond so surrendered.

In case any mutilated, destroyed, lost or stolen Series 2020 Bond has become or is about to become due and payable, the Agent in its discretion may, instead of issuing a new Series 2020 Bond, pay such Series 2020 Bond.

Each new Series 2020 Bond issued pursuant to this Section in lieu of any surrendered, destroyed, lost or stolen Series 2020 Bond shall constitute an additional contractual obligation of the City and shall be entitled to all benefits equally and proportionately with any and all other Series 2020 Bonds duly issued. All Series 2020 Bonds shall be held and owed upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2020 Bonds, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2020 Bonds or securities.

Notwithstanding the foregoing provisions of these Conditions, no Series 2020 Bonds shall be exchanged for other Series 2020 Bonds or be registered or transferred or issued or delivered by or on behalf of the City or the Agent pursuant to this Section at the request of a holder or owner of a Series 2020 Bond, except upon payment to such Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the City and such Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The City and the Agent may treat and consider the person in whose name any Series 2020 Bond shall be registered upon the Registration Records as herein provided as the holder and absolute owner thereof, whether such Series 2020 Bond shall be overdue or not, for the purpose of receiving payment of the principal thereof and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of and interest on such Series 2020 Bond shall be

made only to, or upon the order of, such Registered Owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon such Series 2020 Bond to the extent of the sum or sums so paid, and neither the City nor any Agent shall be affected by any notice to the contrary.

SECTION 15. (a) So long as any of the Series 2020 Bonds shall remain outstanding, the City shall maintain with the Agent separate records for the registration and transfer of the Series 2020 Bonds. The Agent is hereby appointed registrar for the Series 2020 Bonds, in which the City the Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2020 Bond entitled to registration or transfer.

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

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

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

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, Registration Records, lists of holders of the Series 2020 Bonds and all other records, documents and instruments relating to its duties as such Agent.

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

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

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

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2020 Bonds.

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

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

SECTION 16. Only such of the Series 2020 Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth in Section 13, duly executed by the Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No such Series 2020 Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Agent's certificate of registration and authentication on any such Series 2020 Bond shall be deemed to have been duly executed if signed by an authorized officer of the Agent, but it shall not be necessary that the same officer sign said certificate on all of the Series 2020 Bonds that may be issued hereunder at any one time.

SECTION 17. The Person in whose name any of the Series 2020 Bonds shall be registered in the Registration Records may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any of the Series 2020 Bonds shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon any of the Series 2020 Bonds to the extent of the sum or sums so paid.

SECTION 18. The System shall be operated on a Fiscal Year basis, commencing on the first day of October, and ending on the last day of September in the following year; provided, however, that the Fiscal Year may be changed upon written notice to the Registered Owners.

SECTION 19. All Revenues shall be set aside as collected and shall be deposited into the Revenue Fund. Moneys in said fund shall not be subject to lien or attachment by any creditor of the City and shall be set aside for, allocated to and deposited by the Clerk to the extent available in the following order of preference in the following separate and special funds, hereby created, without further direction of or action by the Governing Body or other authority of the City:

(a) On the first Business Day of each month, commencing in the first month after delivery of the Series 2020 Bonds, there shall be deposited into the Operation and Maintenance Fund an amount which will provide for the payment of the Current Expenses to be paid during such calendar month, and, in the event that the aggregate amounts deposited into such fund pursuant to the Resolution during the preceding months shall have been insufficient to pay all such expenses, an amount sufficient to repay such deficiencies.

(b) To the City such amount necessary to reimburse the general fund of the City for debt service due on the SRF Loans deducted by the Mississippi Department of Revenue from the sales tax rebate to the City.

(c) On the first Business Day of each month, commencing in the first month after the delivery of the Series 2020 Bonds, in addition to amounts being transferred to the 2013 Debt Service Fund, the 2018 Debt Service Fund and the 2019 Debt Service Fund, there shall be transferred to the 2020 Debt Service Fund, which is hereby established as a fund separate and apart from other funds of the City, an amount which, together with equal subsequent monthly transfers on the first Business Day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Series 2020 Bonds is due. Such transfers are on parity with the amounts to be transferred to the 2013 Debt Service Fund pursuant to the 2013 Loan Agreement, to the 2018 Debt Service Fund pursuant to the 2018 Bond Resolution and to the 2019 Debt Service Fund pursuant to the 2019 Bond Resolution for the purpose of paying debt service on the 2013 Note, the Series 2018 Bonds and the Series 2019 Bonds, respectively. If in any month, the Net Revenues are insufficient to provide for the total amount of principal and interest to be set aside as required by the Bond Resolution and the Prior Bond Documents, such Net Revenues shall be divided on a pro rata basis among each outstanding series of Bonds. Any deficiency in the debt service funds for the Bonds shall be funded in subsequent months.

(d) Provided, that in addition to the moneys required to be transferred to the 2020 Debt Service Fund, the 2020 Debt Service Reserve Fund, which is hereby established as a fund separate and apart from other funds of the City, shall be maintained in order to meet any deficiency therein in future years. In order to fully fund the 2020 Debt Service Reserve Fund, the Clerk shall immediately upon delivery of the Series 2020 Bonds deposit an amount which will be equal to the Debt Service Reserve Fund Requirement, at which amount the 2020 Debt Service Reserve Fund shall thereafter be maintained by such future payments as may be necessary for that purpose. Notwithstanding any other provision contained herein, upon the determination of any deficiency in the total amount in the 2020 Debt Service Reserve Fund, the full amount of such deficiency shall be fully funded within one (1) year of such determination. The 2020 Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, on the Series 2020 Bonds and only whenever and to the extent that funds otherwise available in the 2020 Debt Service Fund are insufficient for that purpose. No funds paid into the 2020 Debt Service Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Series 2020 Bonds or the amount remaining in the 2020 Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement for the Series 2020 Bonds which remain outstanding. If the amount on deposit in the 2020 Debt Service Reserve Fund as valued on the last day of any Bond Year is more than the Debt Service Reserve Fund Requirement, the amount of such excess shall be transferred to the 2020 Debt Service Reserve Fund. The 2020 Debt Service Reserve Fund may be funded with a Surety Bond equal to the Debt Service Reserve Fund Requirement which shall meet the requirements of the Reserve Fund Credit Facility.

(e) Pursuant to the 2018 Bond Resolution, the City has created the 2018 Depreciation Account. While the Series 2020 Bonds are outstanding, such 2018 Depreciation Account shall continue to be maintained in a sum of not less than Five Thousand Dollars (\$5,000). Notwithstanding any other provision contained herein, upon the determination of any deficiency in the total amount on deposit in the 2018 Depreciation Account, the full amount of such deficiency shall be fully funded within one (1) year of such determination. As provided in the 2018 Bond Resolution, the 2018 Depreciation Account shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner upon written certification by the Consulting Engineers to the Governing Body certifying the necessity for such expenditure and concurring in the necessity for such expenditure from the 2018 Depreciation Account; provided, however, that in the event the funds otherwise provided for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal as set forth in subparagraph (c) of this section shall be drawn from the 2018 Depreciation Account and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in subparagraph (c) of this section.

(f) Pursuant to the 2018 Bond Resolution, the City has created the 2018 Contingent Account. While the Series 2020 Bonds are outstanding, such 2018 Contingent Account shall continue to be maintained in a sum of not less than Five Thousand Dollars (\$5,000). Notwithstanding any other provision contained herein, upon the determination of any deficiency in the total amount on deposit in the 2018 Contingent Account the full amount of such deficiency shall be fully funded within one (1) year of such determination. As provided in the 2018 Bond Resolution, the 2018 Depreciation Account shall be used for the purpose of paying the cost of

unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, betterments, and extensions thereto upon written certification by the Consulting Engineers to the Governing Body certifying the necessity for such expenditure and concurring in the necessity for such expenditure from the 2018 Contingent Account; provided, however, that in the event the funds otherwise provided for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal as set forth in subparagraph (c) of this section shall be drawn from the 2018 Contingent Account and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in subparagraph (c) of this section.

The moneys in the foregoing funds shall be held separate and apart from all other funds of the City and shall be applied in the manner provided, and, except for moneys in the Operation and Maintenance Fund, pending such application, shall be subject to a lien and charge in favor and for the security of Registered Owners of the Series 2020 Bonds until paid out or transferred as herein provided. Any surplus Revenues remaining after all deposits and transfers required or allowed by the Resolution shall be used solely for purposes pertaining to the System or as otherwise allowed by the Act. Any Revenues of the System collected prior to the Closing by the City may be used by the City to fund all or a portion of the foregoing funds and accounts.

SECTION 20. If Revenues shall be insufficient at any time to make the payments or deposits required by Section 19 hereof, the deficiency shall be made good by additional payments to be made out of the first available Revenues received during any succeeding month or months. Whenever and as long as sums actually on deposit in the 2020 Debt Service Fund and the 2020 Debt Service Reserve Fund shall equal the outstanding principal amount of the Series 2020 Bonds, plus the amount of all interest due thereon until the respective maturity dates of the Series 2020 Bonds, no further deposits need be made into said funds.

SECTION 21. All sums in the funds referred to in Section 19 hereof shall be kept in a bank or banks having Federal Deposit Insurance Corporation insurance of its accounts and at all times shall be continuously secured as provided by the laws of the State for other funds of the City, or, in the discretion of the Governing Body, may be invested as directed in this Bond Resolution in investments authorized under the laws of the State as may now be or hereafter become applicable. Such investments shall mature or be redeemable prior to the time the funds so invested will be needed for expenditure. Any interest or other income received from investments shall accrue to and be accredited to the fund which generated such income or to which such income is attributable. Provided, however, that the Governing Body shall transfer to the 2020 Debt Service Fund any such income in excess of the aggregate amount required by this Bond Resolution to be maintained in any other fund or account.

SECTION 22. The City covenants and agrees with the Registered Owners that it will perform, or cause to be performed, all duties with respect to the operation and maintenance of the System and with respect to the fixing, maintaining and collecting of the rates, fees and charges for the services thereof, the establishing of the funds herein referred to, and all other matters and things required by law and by this Bond Resolution, and that it will do or cause to be done, in apt time

and season, each and every official act necessary for the payment of the principal of and the interest on the Series 2020 Bonds as the same shall mature and accrue.

SECTION 23. The City further covenants with the Registered Owners as follows:

(a) As long as any of the Series 2020 Bonds are outstanding and unpaid, it will operate and maintain the System, or cause the System to be operated and maintained.

(b) As long as any of the Series 2020 Bonds are outstanding and unpaid, it will fix and maintain rates and make and collect charges for the use and service of the System which will at all times be sufficient: (i) to pay the Current Expenses of the System, (ii) to provide one hundred ten per centum (110%) of the amount of the maximum Principal and Interest Requirements for the current Bond Year on account of the Series 2020 Bonds then outstanding and (iii) to fund the 2020 Debt Service Reserve Fund, the 2018 Depreciation Account and the 2018 Contingent Account as provided in Section 19 hereof.

(c) The rates, fees and charges for the use and service of the System at the Closing will be sufficient to satisfy the requirements of the preceding paragraph.

(d) If the Revenues in any Fiscal Year as shown by the City's audit are less than the total amount set forth in subsection (b) of this Section, then it shall, as promptly as possible, request the Consulting Engineers to make recommendations as to a revision of such rates, fees and charges or methods of operating the System which will result in producing the required amount in the following Fiscal Year. Upon receipt of such recommendations the City shall, subject to applicable requirements imposed by law, immediately revise such rates, fees and charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary. Failure to implement the recommendation of the Consulting Engineer or if coverage is less than 110% of the maximum Principal and Interest Requirements and the payment required to be made to the credit of the 2020 Debt Service Reserve Fund shall be a breach of the City's covenants under this Bond Resolution.

(e) As long as any of the Series 2020 Bonds shall remain outstanding and unpaid, the City shall carry and maintain insurance upon such properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of and the interest on the Bonds.

(f) The City shall set up and maintain a proper system of accounts showing the amount of Revenues received from the System and the application thereof. Such accounts shall be separate and distinct from the other accounts of the City, and at least once a year shall be properly audited by independent auditors who shall be certified public accountants. The report of such audit shall be open to the public and to all Registered Owners upon reasonable request.

(g) The Registered Owner of any of the Series 2020 Bonds shall be permitted, at all reasonable times, to inspect the System and all records, accounts and data relating thereto, and shall be furnished all data and information relating to the System which may be reasonably requested.

(h) Except as provided for in Section 25(b) of this Bond Resolution, the City will not create or permit to be created any charge or lien on Revenues ranking equal or prior to the charge or lien of the Series 2020 Bonds.

SECTION 24. Prior to the commencement of each Fiscal Year, the Governing Body shall cause to be prepared a budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

- (a) An estimate of the receipts expected to be derived from the operation of the System;
- (b) A statement of the estimated cost of operating the System during the next ensuing Fiscal Year;
- (c) A statement of the amount of principal and interest due during the ensuing Bond Year;
- (d) A statement of what replacements to the System may be anticipated and the estimated cost thereof;
- (e) A statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and
- (f) A statement of the amount on deposit in each of the funds referred to in Section 19 of this Bond Resolution.

SECTION 25. (a) Except as hereafter set forth in subparagraph (b) below, from and after the issuance of the Series 2020 Bonds, no Additional Bonds shall be issued or obligations incurred by the City which are payable in whole or in part from or chargeable to Revenues (except obligations incurred in the operation and maintenance of the System and prior SRF Loans), unless such Additional Bonds or obligations are in all respects junior and subordinate to the Series 2020 Bonds.

(b) The City shall have the right to issue one or more series of Additional Bonds to be secured by a parity lien on and ratably payable from Net Revenues and any other security pledged to the Series 2020 Bonds, provided in each instance that:

- (i) the Net Revenues available for payments of principal of and interest on the Series 2020 Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such Additional Bonds are issued must be certified by an accountant to have been at least equal to 110% of the highest annual debt service payments in any succeeding Bond Year with respect to the Series 2020 Bonds and the Additional Bonds proposed to be issued; or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted, then the Revenues available for debt service payments (taking into account such new rates) must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding Bond Year with respect to the Series 2020 Bonds and the Additional Bonds proposed to be issued during the period set forth above;

(ii) the pledge of and lien on the Net Revenues and amounts on deposit from time to time in the 2020 Debt Service Fund shall be extended for the benefit of the Registered Owners of the Additional Bonds; and

(iii) the resolution under which the proposed bonds are being issued shall provide for the funding of an additional debt service reserve fund for such Additional Bonds resulting from the issuance of such Additional Bonds from the proceeds of such Additional Bonds.

(c) The City hereby covenants and agrees that in the event Additional Bonds in one or more series are issued on parity with the Series 2020 Bonds, it shall:

(i) Adjust the deposits into the 2020 Debt Service Fund in the following manner: On the first Business Day of each month, commencing in the first month after the delivery of the Additional Bonds, there shall be deposited into the 2020 Debt Service Fund and an additional debt service fund for such Additional Bonds to an amount which, after taking into account any amounts already on deposit and equal subsequent monthly deposits on the first Business Day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Bonds and the Additional Bonds is due.

(ii) Adjust the amount on deposit in the 2020 Debt Service Reserve Fund and an additional debt service reserve fund for such Additional Bonds to a sum equal to the Debt Service Reserve Fund Requirement as calculated for the Bonds and such Additional Bonds. The additional funds required in the immediately preceding sentence shall be funded from the proceeds of the Additional Bonds.

(iii) Adjust the maximum amounts to be deposited annually into the 2018 Depreciation Account and the 2018 Contingent Account, taking into account the future replacement cost of the facilities and equipment to be constructed or acquired with the proceeds of such Additional Bonds, by depositing into said funds on the first Business Day of each month, commencing in the first month after the delivery of such Additional Bonds, such amount, if any, of the balance remaining after making the deposits under clauses (i) and (ii) above (or the entire balance if less than the required amount) as is required by the resolution under which such Additional Bonds are issued.

(iv) Notwithstanding the provisions of subparagraphs (i) and (ii) above, the City may provide separate funds and accounts for the payment of principal and interest on such Additional Bonds and the provision of a debt service reserve fund for such Additional Bonds.

(d) The City shall have the right to call, subject to the call provisions of the respective Bond series, any or all outstanding Bonds which may be called at par prior to calling any Bonds that are callable at a premium. If it is provided in any subsequently issued series of Additional Bonds secured by a parity lien on Net Revenues that excess moneys in the 2020 Debt Service Fund shall be used to redeem bonds in advance of scheduled maturity or if the City, at its option,

undertakes to redeem outstanding Bonds in advance of scheduled maturity, it is agreed and understood that:

(i) calls of or prepayment on Bonds will apply to each series of Bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of Bonds outstanding at the time of such call); and

(ii) calls of Bonds for each Bond series will be in accordance with the call provisions of the respective Bond series.

(e) The City may issue bonds junior and subordinate to the Series 2020 Bonds and any Additional Bonds at any time, provided that the issuance of such bonds does not violate any covenant of the City concerning any of its then outstanding Bonds.

SECTION 26. (a) The provisions of this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Series 2020 Bonds, and after the issuance of the Series 2020 Bonds no material modification or amendment to this Bond Resolution or of any resolution amendatory hereof or supplemental hereto shall be made in any manner except upon written consent of the Registered Owners of at least sixty-five percent (65%) in principal amount of the Series 2020 Bonds then outstanding.

(b) Any and all modification or alterations made in the manner hereinabove provided shall not become effective until the required consents shall have been filed with the Clerk.

(c) No modifications or alterations to this Bond Resolution shall extend the maturity of or reduce the interest rate on or otherwise alter or impair the obligation to pay the principal of or the interest on any of the Series 2020 Bonds at the time and place and at the rate and in the currency as provided herein, without the express consent of the Registered Owner of any of such Series 2020 Bonds, nor reduce the percentage of the Series 2020 Bonds required for the affirmative vote or written consent to a modification or alteration, nor alter or impair the covenants set forth in Sections 22 and 23 hereof.

SECTION 27. The Series 2020 Bonds shall be payable equally and ratably, without regard to the date when the Series 2020 Bonds actually shall be delivered and shall enjoy parity of lien, one with the other, upon Net Revenues and with the Utility Bonds and any Additional Bonds.

SECTION 28. The principal proceeds received upon the sale of the Series 2020 Bonds shall be deposited with the Escrow Agent in the Series 2020 Escrow Account and the Series 2020 Cost of Issuance Account as directed by the Escrow Agreement. The portion of the proceeds of the Series 2020 Bonds deposited in the Series 2020 Cost of Issuance Account shall be used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel and City Counsel, the fees and expenses of the Municipal Advisor, the Placement Agent fees, the Agent fees and expenses, the Escrow Agent fees and expenses, any premiums, commissions, rating agency fees and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2020 Bonds. The balance of the proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Escrow Account and used by the Escrow Agent for the payment of the interest on the Refunded Obligations as such becomes due and payable, and, upon redemption of the Refunded Obligations, for the payment of

all of the unpaid principal of, interest on and redemption premium, if any, on the Refunded Obligations (as more particularly described in the Escrow Agreement.

SECTION 29. The Governing Body, acting for and on behalf of the City, hereby irrevocably elects and directs that the Refunded Obligations selected for refunding shall be redeemed on such date as may be determined by the Mayor to be in the best interest of the City and that is in compliance with the terms and provisions of the Indenture and the 2013 Loan Agreement. The Mayor is hereby authorized and directed to notify the Bank and the Prior Trustee, as applicable and as set forth in the 2013 Indenture and/or the 2013 Loan Agreement, of the refunding of the Refunded Obligations and the Bank and the Prior Trustee are hereby authorized and directed to provide notice of the refunding and the redemption of the Refunded Obligations, as appropriate, to the holders of such Refunded Obligations pursuant to the terms and provisions of the 2013 Indenture, 2013 Loan Agreement and the Escrow Agreement.

SECTION 30. (a) The Registered Owner of any of the Series 2020 Bonds may, by suit, action, mandamus or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the City of any or all acts and duties to be performed by the City under the provisions of the Act and of this Bond Resolution.

(b) Each of the following constitutes an event of default under this Bond Resolution:

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

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

(iii) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Series 2020 Bonds, and the continuance thereof for a period of sixty (60) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

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

(c) If there be any default in the payment of the principal of and interest on the Series 2020 Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Series 2020 Bonds then outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Series 2020 Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution.

SECTION 31. At least five (5) days prior to the due date thereof, the Clerk, or her designee, shall remit to the Paying Agent the sum or sums then becoming due as interest, or principal and interest, on the Series 2020 Bonds, plus the sum then due as the charges of the Paying Agent for its services and responsibilities under the terms of this Bond Resolution, which charges

shall be expenses of operation and shall be charged to and payable from the Operation and Maintenance Fund referred to in Section 19 of this Bond Resolution.

SECTION 32. As authorized by the Act, the Series 2020 Bonds may be submitted to validation in the Chancery Court of Jackson County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and to that end a certified transcript of all proceedings and other documents relating to the sale and issuance of the Series 2020 Bonds forthwith shall be prepared and forwarded to the State's Bond Attorney by Bond Counsel and the Clerk.

SECTION 33. (a) If the City shall pay or cause to be paid to the Registered Owners of the Series 2020 Bonds the principal of, premium, if any, and interest to become due with respect thereto at the times and in the manner stipulated therein and herein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Series 2020 Bonds and in this Bond Resolution expressed as to be kept, performed and observed by it or on its part and shall pay or cause to be paid to the Paying Agent all sums of money due or to become due according to the provisions hereof, then the rights of the Registered Owners under this Bond Resolution shall cease, determine and be void, and thereupon the lien of this Bond Resolution on Net Revenues shall be defeased, cancelled and discharged.

(b) All Series 2020 Bonds for the payment or redemption of which sufficient monies, or, to the extent permitted by the laws of the State, (a) direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), or (b) certificates of deposit or other securities fully secured by Government Obligations, or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, or (d) municipal obligations, the payment of the principal of, interest and premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and on such municipal obligations (all of which collectively, with Government Obligations, are hereinafter called "Defeasance Securities"), shall have been deposited with an escrow agent appointed for the purpose in trust for the owners thereof, which may be the Agent, (whether upon or prior to the maturity of such Series 2020 Bonds) shall be deemed to have been paid within the meaning of this Section, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder and the Registered Owners shall have no rights in respect thereof except to receive payment of principal of and interest on such Series 2020 Bonds from the funds held for that purpose; provided, however, that if such Series 2020 Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided herein or arrangements shall have been made for the giving thereof. Defeasance Securities will be considered sufficient if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest

and to pay principal when due on the Series 2020 Bonds. For the purpose of this Section, Defeasance Securities shall mean and include only (a) such Defeasance Securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (b) Defeasance Securities which, if subject to redemption shall, nevertheless, in all events, regardless of when redeemed, provide sufficient and timely funds for payment of the principal of and interest on the Series 2020 Bonds to be paid thereby.

SECTION 34. The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction , acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System; except that nothing in this Bond Resolution contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System by a Person or facilities for the provision of electric services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and its System under the Act and such facilities pursuant to the terms of such permission or consent will become a part of the System upon notice to such person by the City, either (a) without any cost to or payment by the City, or (b) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

SECTION 35. The City covenants that it will (a) diligently enforce and collect all fees, rental or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State, and (b) to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said water services, and will not restore said water services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

SECTION 36. The City covenants that it will not provide free service to any user of the System unless permitted by State statute.

SECTION 37. The Mayor, the Clerk and the proper officers and members of the Governing Body are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Bond Resolution, and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2020 Bonds, the Private Placement Agreement, the Commitment, the Escrow Agreement or other documents necessary to conclude the sale and issuance of the Series 2020 Bonds, and to document the City's compliance with the Act. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Series 2020 Bonds and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Series 2020 Bonds to be issued at a later date or in one or more series, as municipal bond market conditions may dictate.

SECTION 38. Interest on the Bonds should be treated as includable in gross income of the holders thereof for federal income tax purposes. Pursuant to the Refinancing Act, the interest on the Bonds is exempt from State income taxes.

SECTION 39. If deemed in the best interest of the City by the Mayor and the Municipal Advisor, the Mayor is hereby authorized to execute and deliver a commitment or similar document for the provision of a Surety Bond in connection with the funding of a debt service reserve fund for the Series 2020 Bonds and to execute and deliver any additional documents and certificates which may be required by the provider thereof.

SECTION 40. The Arbitrage Group, Inc. is hereby selected to serve as verification agent (the "Verification Agent") in connection with the Series 2020 Bonds and the Refunded Obligations. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Placement Agent which show the present value difference between the debt service on the Series 2020 Bonds and the debt service on the Refunded Obligations.

SECTION 41. Bordis & Danos, PLLC, Ocean Springs, Mississippi, is hereby selected to serve as City Counsel to the City in connection with the sale and issuance of the Series 2020 Bonds.

SECTION 42. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as Bond Counsel to the City in connection with the sale and issuance of the Series 2020 Bonds.

SECTION 43. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as Municipal Advisor to the City in connection with the sale and issuance of the Series 2020 Bonds. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as Exhibit D.

SECTION 44. Raymond James & Associates, Inc., Memphis, Tennessee, is hereby designated to serve as Placement Agent in connection with the sale and issuance of the Series 2020 Bonds. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the G-17 disclosure letter of the Placement Agent attached hereto as Exhibit E.

SECTION 45. The Mayor and the City Manager, acting for and on behalf of the City, are hereby authorized and directed to designate a Paying Agent, Transfer Agent and Escrow Agent in connection with the Series 2020 Bonds and the Refunded Obligations.

SECTION 46. Bond Counsel, the Municipal Advisor and City Counsel are hereby further authorized and directed to provide such advice and assistance as shall be requested by the Mayor and the Clerk in fulfilling their duties under this Bond Resolution.

SECTION 47. Under the 2013 Indenture and the 2013 Loan Agreement, upon the issuance of the Series 2020 Bonds, the Refunded Obligations will be legally and economically defeased.

SECTION 48. All acts and doings of the officers and members of the Governing Body which are in conformity with the purposes and intents of this Bond Resolution and in furtherance

of the sale and issuance of the Series 2020 Bonds, from time to time, and the execution, delivery and performance of the Private Placement Agreement, the Escrow Agreement and the Commitment, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 49. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 50. In the event that any scrivener's errors shall be discovered in this Bond Resolution after the adoption hereof, but prior to the issuance of the Series 2020 Bonds, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Bond Resolution prior to the issuance of the Series 2020 Bonds.

SECTION 51. All resolutions or parts thereof in conflict with this Bond Resolution, to the extent of such conflict only, are hereby repealed.

SECTION 52. The preparation of the Series 2020 Bonds for sale and delivery being now immediately necessary, this Bond Resolution shall become effective immediately upon the adoption hereof.

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

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

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 17th day of November, 2020.

(SEAL)

CITY OF GAUTIER MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

55435015.v1

EXHIBIT A

COMMITMENT TO FINANCE

EXHIBIT B

PRIVATE PLACEMENT AGREEMENT

EXHIBIT C
ESCROW TRUST AGREEMENT

EXHIBIT D

IRMA LETTER OF GOVERNMENT CONSULTANTS, INC.

EXHIBIT E

G-17 LETTER OF RAYMOND JAMES & ASSOCIATES, INC.

Purchaser's Commitment to Finance	BOOK ENTRY ONLY	Final Maturity: July 1, 2033
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1.	Expected Timetable*	Bond Resolution Adoption: TBD Date of Delivery/Closing: TBD
2.	Issuer	The City of Gautier (the “City”) was established in 1867 at the mouth of the Pascagoula River Basin. The City was incorporated in 1986 and is located in Jackson County, Mississippi along the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi.
3.	Purchaser	The First, A National Banking Association (Hattiesburg, Mississippi)
4.	Bonds	Taxable Utility System Revenue Refunding Bonds, Series 2020
5.	Non-Rated	Non-rated private placement
6.	CUSIPs	The Bonds will be assigned CUSIPs.
7.	DTC	The Bonds will be registered with DTC.
8.	Purpose of Bonds	The Bonds will be issued for the purpose of advance refunding a portion of the City’s \$3,500,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2013 (the “Refunded Bonds”), and for payment of the costs of issuance associated with the Bonds.
9.	Pledged Debt Service Repayment Sources	The Bonds will be secured by Net Revenues of the Combined Utility System (the “System”). The Bonds are being issued on parity with the \$3,500,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2013, the City’s \$4,000,000 (original principal amount) Combined Utility System Revenue Bonds, Series 2018, and the City’s \$6,000,000 (original par amount) Combined Utility System Revenue Bonds, Series 2020.

10. Rate Covenant	The City has covenanted that it will fix and maintain rates and make and collect charges which will at all times be sufficient: (1) to pay the current expenses of the System, and (2) to provide 110% of the amount of the maximum principal and interest requirements for the current bond year on account of the bonds then outstanding.
11. Additional Bonds Covenant	The City has covenanted that it will not issue additional parity bonds unless the net revenues available for payments of principal of and interest on the Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such additional bonds are issued are certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding bond year; or in lieu of the forgoing formula, if a new schedule of rates, fees and charges has been adopted, then the revenues of the System available for debt service payments must be certified by an accountant to have been at least equal to 120% of the highest annual debt service payments in any succeeding bond year.
12. Contingent Fund	The City will maintain a Contingent Fund in the amount of Five Thousand Dollars (\$5,000) to be used for paying the cost of unforeseen contingencies arising in the operation and maintenance of the System.
13. Depreciation Fund	The City will maintain a Depreciation Fund in the amount of Five Thousand Dollars (\$5,000) to be used for paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner.
14. Debt Service Reserve Fund	Cash Funded
15. Tax Status	Federally taxable, state tax-exempt
16. Final Maturity Date	July 1, 2033
17. Expected Structure	Principal is payable July 1 of each year commencing July 1, 2021, and ending on the Final Maturity Date. The schedule of proposed principal payments is attached as Appendix A.
18. Interest Due Dates	Semiannually on January 1 and July 1; commencing January 1, 2021. The schedule of proposed debt service payments, including interest payments, is attached as Appendix B.
19. Optional Redemption Provisions	The Bonds are subject to redemption in whole or in part, in principal amounts and maturities selected by the Authority on any date on or after July 1, 2024, at par, plus accrued interest to the date of redemption.
20. Denominations	\$100,000 minimum denominations; \$1,000 thereafter
21. Interest Rate	Taxable fixed rate of 1.75% per annum. The schedule of the proposed interest rate is attached as Appendix A.
22. Day Count Method	30/360

23. Conditions Precedent to Financing	Including, but not limited to, the following: (i) Execution of all documentation as may be requested by the Purchaser relating to the Bond in form and substance satisfactory to the Purchaser. (ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws. (iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.
24. Bond Counsel	Butler Snow LLP
25. Placement Agent	Raymond James & Associates, Inc.
26. Municipal Advisor	Government Consultants, Inc.
27. Issuer's Counsel	Bordis & Danos, PLLC
28. Paying Agent	TBD
29. Verification Agent	The Arbitrage Group, Inc.
30. Investment Letter	The bank purchaser(s) will be required to deliver an Institutional Investment Letter running to the City, RJ, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender.

Agreed and accepted with the intent to be legally bound:

City of Gautier, Mississippi

By: _____

Name: _____

Title: _____

Date: _____

Agreed and accepted with the intent to be legally bound:

The First, A National Banking Association (Hattiesburg, Mississippi)

By: _____

Name: _____

Title: _____

Date: _____

DeDee L
DeDee Lavery
CFO
11/2/20

APPENDIX A

\$2,620,000*

City of Gautier, Mississippi

Taxable Combined Utility System Revenue Refunding Bonds, Series 2020

Maturity (July 1)	Principal Amount Due*	Interest Rate	Yield	Price
2033	\$2,620,000	1.750%	1.750%	100.000%

<u>\$2,620,000* Term Bond at 1.750%</u>	
Year	Principal Amount*
2021	\$63,000
2022	\$42,000
2023	\$209,000
2024	\$217,000
2025	\$218,000
2026	\$220,000
2027	\$226,000
2028	\$231,000
2029	\$235,000
2030	\$239,000
2031	\$242,000
2032	\$245,000
2033	\$233,000

APPENDIX B: Proposed Interest Payments and Debt Service Schedule*

Maturity (July 1)	Principal	Interest	Total P+I
1/1/2021	-	509.44	509.44
7/1/2021	63,000.00	22,925.00	85,925.00
1/1/2022	-	22,373.75	22,373.75
7/1/2022	42,000.00	22,373.75	64,373.75
1/1/2023	-	22,006.25	22,006.25
7/1/2023	209,000.00	22,006.25	231,006.25
1/1/2024	-	20,177.50	20,177.50
7/1/2024	217,000.00	20,177.50	237,177.50
1/1/2025	-	18,278.75	18,278.75
7/1/2025	218,000.00	18,278.75	236,278.75
1/1/2026	-	16,371.25	16,371.25
7/1/2026	220,000.00	16,371.25	236,371.25
1/1/2027	-	14,446.25	14,446.25
7/1/2027	226,000.00	14,446.25	240,446.25
1/1/2028	-	12,468.75	12,468.75
7/1/2028	231,000.00	12,468.75	243,468.75
1/1/2029	-	10,447.50	10,447.50
7/1/2029	235,000.00	10,447.50	245,447.50
1/1/2030	-	8,391.25	8,391.25
7/1/2030	239,000.00	8,391.25	247,391.25
1/1/2031	-	6,300.00	6,300.00
7/1/2031	242,000.00	6,300.00	248,300.00
1/1/2032	-	4,182.50	4,182.50
7/1/2032	245,000.00	4,182.50	249,182.50
1/1/2033	-	2,038.75	2,038.75
7/1/2033	233,000.00	2,038.75	235,038.75
Total	\$ 2,620,000.00	\$ 338,399.44	\$ 2,958,399.44

APPENDIX C: Form of Institutional Investor Letter Template*

[issuer]
city, state, zip

[bond counsel]
city, state, zip

Raymond James & Associates, Inc.
city, state, zip

Re: [issuer name] _____
[bond name] _____, Series 20 ____

To the Addressees:

The undersigned is a duly authorized officer of _____, a [state/federal bank] organized and existing under the laws of the [State of STATE/United States of America] (the “Purchaser”). The undersigned acknowledges receipt, on behalf of Purchaser, of the fully executed [issuer name] (STATE) (the “Issuer”) [name of bonds], Series 20____, dated _____, 20____, in the principal amount of \$ _____ (the “Bonds”). The undersigned represents, warrants, and covenants in conjunction with its purchase of the Bonds that:

1) Purchaser agrees to the terms and provisions set forth in the Bonds.

2) Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective investments without reliance upon others. In reaching the conclusion that it desires to acquire the Bonds, Purchaser has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk of this purchase. Purchaser is [an institutional “accredited investor” within the meaning of Rule 501 (a) promulgated under the Securities Act of 1933, as amended (the “1933 Act”)]/[a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”)].

3) Purchaser presently intends to hold the Bonds to maturity, earlier redemption, or mandatory tender. [The preceding sentence is absolutely necessary unless the Bonds will have CUSIPs.] Purchaser is purchasing the Bonds for investment for its own account or for its loan portfolio and is not purchasing the Bonds for resale or other disposition, and Purchaser has no present intention of reselling or otherwise disposing of all or any part of the Bonds or dividing its interest therein; however, Purchaser reserves the right to sell participation interests in or otherwise dispose of the Bonds in the future as it chooses. Purchaser agrees that it will not sell, transfer, assign, or otherwise dispose of the Bonds or such ownership interests therein (1) unless it obtains from the purchaser and delivers to the Issuer either (a) an agreement similar in form and substance to this agreement, or (b) a written acknowledgement that such purchaser is either (i) an institutional “accredited investor” within the meaning of Rule 501 (a) promulgated under the Securities Act of 1933, as amended (the “1933 Act”), or (ii) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act; and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the “1934 Act”), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, Purchaser agrees that it shall furnish to any purchaser of the Bonds all information required by applicable law.

4) Purchaser, through its agents and employees, has investigated the Issuer[borrower] and its financial, statistical, demographic, and other information and acknowledges that it has been furnished with, or has been given access to, without restriction or limitation, all of the underlying documents in connection with this transaction, as well as all other information which a reasonable, prudent, and knowledgeable investor would desire in evaluating the purchase of the Bonds without reliance upon others. Further, Purchaser acknowledges that the Issuer and other knowledgeable parties have made available to it and its representatives the opportunity to ask any questions it may have, and receive satisfactory answers, concerning the Issuer and the security and the source of payment of the Bonds.

5) Purchaser has been informed and understands that no Official Statement has been prepared in connection with the sale and delivery of the Bonds, the Bonds are not and will not be rated, and that the Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2-12.

6) Purchaser acknowledges that the Bonds do not constitute a debt or loan of the State of STATE or any political subdivision thereof. The Bonds represent a [pledge of the full faith and credit and taxing power of the Issuer, and that said pledge is on a parity with the Issuer's outstanding _____ Bonds, Series 20__]. The security for payment of the Bonds is more particularly described in the Bonds and the [resolution/ordinance/indenture] of the Issuer authorizing the issuance of the Bonds.

7) The representations in this Investment Letter shall not relieve the Issuer from any obligation to disclose any information required by the documents in connection with the issuance of the Bonds or required by applicable law.

8) This Investment Letter will constitute an agreement with respect to the matters herein contained as of the date hereof. This Investment Letter is expressly for your benefit and may not be relied upon by any other party.

9) Purchaser represents and warrants that the execution of this agreement has been duly authorized by the Purchaser and it has been duly executed by an authorized officer thereof.

Signed and delivered as of the date shown above.

Sincerely yours,

PURCHASER FULL CORPORATE NAME

Signed by: _____

Print Name: _____

Print Title:

PRIVATE PLACEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Mayor and City Council of the City, acting for and on behalf of the City, has authorized the issuance of the City's Taxable Combined Utility System Revenue Refunding Bonds, Series 2020, in the aggregate principal amount of \$_____ (the "Bonds"), pursuant to the provisions of a Bond Resolution, adopted on November 17, 2020 (the "Bond Resolution"); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for the advance refunding and defeasance of a portion of the outstanding \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, and a corresponding portion of the \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, as described in Schedule I hereto (the "Refunded Obligations"); and

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

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

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

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

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

Section 3. Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with The First, A National Banking Association, Hattiesburg, Mississippi (the "Purchaser"), pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is to purchase the Bonds at a price as set forth in Schedule IV (the "Purchase Price"). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel") to the effect that the Bonds constitute valid and legally binding limited obligations of the City secured by a lien on and are payable solely from the Net

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

Section 4. Tax Matters. Bond Counsel will deliver an opinion to the effect that under existing statutes, regulations, rulings and court decisions, interest on the Bonds is includable in the gross income of the holders thereof for federal income tax purposes, and interest on the Bonds is exempt from State of Mississippi income taxes.

Section 5. Payment for the Bonds. The Placement Agent agrees that it will, on the Closing Date, wire transfer to the Escrow Agent, in immediately available funds an amount equal to the Purchase Price received from the Purchaser for settlement through the facilities of DTC. If the Placement Agent does not wire transfer the Purchase Price received from the Purchaser to the Escrow Agent on the Closing Date, or the Purchaser otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

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

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

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

Section 8. Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to

perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

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

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

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

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

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

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

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

By: _____
Managing Director

CITY OF GAUTIER, MISSISSIPPI

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved and Acknowledged:

**THE FIRST, A NATIONAL BANKING
ASSOCIATION**

By: _____

Title _____

SCHEDULE I

REFUNDED OBLIGATIONS

A portion of the outstanding \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, as described below, and a corresponding portion of the \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013:

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
July 1, 2026	4.250%	\$525,000	July 1, 2023	100%
July 1, 2029	4.750	600,000	July 1, 2023	100
July 1, 2033	5.000	940,000	July 1, 2023	100

SCHEDULE II

MATURITY SCHEDULE

\$ _____ % Term Bond, due July 1, 2033, Priced at 100% to Yield 100%

REDEMPTION PROVISIONS

The Bonds are subject to optional redemption, at the option of the City, in whole or in part, on any date on or after July 1, 2024, at the principal amount thereof, together with the interest accrued thereon to the date fixed for redemption and without premium.

The Bonds maturing on July 1, 20__ in the principal amount of \$ _____ are subject to mandatory sinking fund redemption, in part, prior to maturity, on each July 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$ _____
Term Bonds

Date	Principal Amount
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033*	

* Final Maturity.

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

SCHEDULE III
COMMITMENT TO FINANCE

S-III

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds

PURCHASE PRICE DUE TO CITY:

ESCROW TRUST AGREEMENT

by and among

MISSISSIPPI DEVELOPMENT BANK,

CITY OF GAUTIER, MISSISSIPPI

and

_____,
as Escrow Agent

Dated _____, 2020

ESCROW TRUST AGREEMENT

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

WITNESSETH:

WHEREAS, the Bank, pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), at the request of the City, did heretofore issue \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "2013 Bank Bonds"), for the purpose of making a loan to the City evidenced by the City's the \$3,500,000 (original principal amount) Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013 (the "2013 City Note"); and

WHEREAS, the 2013 Bank Bonds were issued pursuant to the Bank Act and an Indenture of Trust, dated August 13, 2013 (the "Indenture"), by and between the Bank and Regions Bank, as trustee (the "Prior Trustee"); and

WHEREAS, the 2013 City Note was issued pursuant to the Bank Act, Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, and a Loan Agreement, dated August 13, 2013, by and between the Bank and the City ; and

WHEREAS, the City is desirous of advance refunding and defeasing a portion of the outstanding 2013 Bank Bonds and a corresponding portion of the 2013 City Note (the "Refunded Obligations") as more particularly described in Exhibit A hereto, and has determined that such refunding would be in the financial best interest of the City; and

WHEREAS, pursuant to Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, the Governing Body adopted a resolution on November 17, 2020 (the "Bond Resolution"), which authorized the issuance and delivery of the City's Taxable Combined Utility System Revenue Refunding Bonds, Series 2020 (the "Series 2020 Bonds") in the principal amount of not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000); and

WHEREAS, the Series 2020 Bonds are being issued in the principal amount of _____ Dollars (\$_____); and

WHEREAS, the Governing Body has determined that it is in the best interest of the City to provide for the payment of the interest on the Refunded Obligations as such becomes due and payable, and, upon redemption of the Refunded Obligations, for the payment of all of the unpaid principal of, interest on and redemption premium, if any, on the Refunded Obligations (the "Redemption Price"), by irrevocably depositing with the Escrow Agent moneys which may be used to purchase Investment Securities (as such term is hereinafter defined), the principal of and the interest on which when due will provide moneys which, together with other moneys, if any,

deposited with the Escrow Agent at the same time and pursuant to this Agreement, will be sufficient to pay when due interest on the Refunded Obligations and upon redemption, as hereinafter provided, the Redemption Price of the Refunded Obligations; and

WHEREAS, in order to provide for the moneys needed for such purpose, the proceeds of the Series 2020 Bonds shall be deposited in an escrow account established hereunder and used as provided for herein.

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

DIVISION I.

All right, title and interest in and to a total amount of \$ _____ deposited with the Escrow Agent derived from the proceeds of the Series 2020 Bonds.

DIVISION II.

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

DIVISION III.

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

DIVISION IV.

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

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

force and effect; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

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

Investment Securities:

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

Trust Estate:

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

Verification Report:

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

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

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

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

SECTION 3. Irrevocable Escrow Created. The deposit of moneys and the Investment Securities or other property hereunder in the Series 2020 Escrow Account shall constitute an irrevocable deposit of said moneys and the Investment Securities and other property hereunder for the benefit of the holders of the Refunded Obligations, subject to the provisions of this Agreement. The holders of the Refunded Obligations shall, subject to the provisions of this Agreement, have an express lien on all moneys and principal of and interest on the moneys and the Investment Securities and other property in the Series 2020 Escrow Account. The moneys deposited in the Series 2020 Escrow Account and the matured principal of the Investment Securities and other property hereunder shall be held in trust by the Escrow Agent.

SECTION 4. Use and Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys as described in Section 2 and agrees immediately (a) to invest \$_____ of such moneys by purchasing the Investment Securities as set forth in Exhibit B hereto and to deposit such Investment Securities in the Series 2020 Escrow Account, together with \$0.46 of such moneys to be held in the Series 2020 Escrow Account as uninvested cash, and (b) to deposit the balance of such moneys in the amount of \$_____ in the 2020 Cost of Issuance Account. The Escrow Agent is hereby directed to redeem the Investment Securities as they mature.

SECTION 5. Payment of Refunded Obligations.

(a) **Payment.** As the principal of the Investment Securities as set forth in Exhibit B hereto and the investment income and earnings thereon shall mature and be paid, the Escrow Agent shall, no later than the interest payment dates for the Refunded Obligations as provided in the Indenture and the maturity or redemption dates for the Refunded Obligations set forth in Exhibit A hereto, transfer from the 2020 Escrow Account to the Prior Trustee amounts sufficient to pay interest on the Refunded Obligations as such becomes due and payable and, upon redemption thereof, the Redemption Price of the Refunded Obligations coming due as set forth in Exhibit A hereto. The Refunded Obligations shall be called for optional redemption on the redemption dates at the respective Redemption Prices as set forth in Exhibit A hereto.

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

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

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

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

SECTION 6. Responsibilities of the Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Series 2020 Escrow Account, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities to accomplish the refunding of the Refunded Obligations or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-grossly negligent act, non-grossly negligent omission or non-grossly negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the City, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the Investment Securities to accomplish the refunding of the Refunded Obligations or to the validity of this Agreement as to the City and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own gross negligence or willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent: (i) shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreements referred to, or described in, this Agreement to which it is not a party, or for determining or compelling compliance therewith, and shall not otherwise be bound thereby nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, each of which is ministerial (and shall not be construed to be fiduciary in nature, and

no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent); (iii) shall not be obligated to take any legal or other action except as expressly stated hereunder which might in its judgment involve or cause it to incur any expense or liability; and (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder by the Bank or the City and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility or duty to make inquiry or to determine the genuineness, accuracy, or validity thereof (or any signature appearing thereon), or of the authority of the person signing or presenting the same. The Escrow Agent may consult with counsel, who may or may not be counsel to the Bank or the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by the Mayor of the City.

SECTION 7. Substitution of Investment Securities. The Escrow Agent shall only have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Series 2020 Escrow Account and to substitute therefor other Investment Securities at the written request of the City and upon compliance with the conditions hereinafter set forth. The foregoing may be accomplished only if: (a) the substitution of Investment Securities for the substituted Investment Securities occurs simultaneously; (b) the amounts of and dates on which the anticipated transfers from the Series 2020 Escrow Account to the Prior Trustee for the payment of the Redemption Price of the Refunded Obligations will not be diminished or postponed thereby; (c) with respect to the Refunded Obligations, the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond attorneys to the effect that such disposition and substitution would not cause any of the Refunded Obligations to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect on the date of such disposition and substitution and applicable to obligations issued on the issue date of the Refunded Obligations, and that the conditions of this Section 7 as to the disposition and substitution have been satisfied; and (d) the Escrow Agent shall receive from an independent certified public accountant selected by the City a certification and verification that, immediately after such transaction, the principal of and interest on the Investment Securities in the Series 2020 Escrow Account will, together with other cash on deposit in the Series 2020 Escrow Account available for such purpose, be sufficient to pay, when due without any further reinvestment, the interest on the Refunded Obligations as it becomes due and payable and the Redemption Price of the Refunded Obligations upon redemption thereof.

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

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

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

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

SECTION 11. Compensation. The Escrow Agent shall be compensated by the City for its services rendered hereunder (a) such compensation as may mutually be agreed upon in writing and (b) its reasonable out-of-pocket expenses incurred in connection with this Agreement as may mutually be agreed upon in writing. Under no circumstances shall the Escrow Agent ever assert a lien or right of set-off on any funds in the Series 2020 Escrow Account for any of its fees or expenses hereunder or any other amount owed it.

SECTION 12. Resignation or Removal of the Escrow Agent.

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

(b) If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the City. Within one year after a vacancy, the holders of 51% in aggregate principal amount of the Refunded

Obligations then remaining unpaid may, by an instrument or instruments filed with the City, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the City. If no successor Escrow Agent is appointed by the City or the holders of such Refunded Obligations then remaining unpaid within forty-five (45) days after any such resignation or removal, the holder of any such Refunded Obligation or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and the Investment Securities held under this Agreement are transferred to the new Escrow Agent.

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

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

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

SECTION 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the City in which the principal corporate trust office of the Escrow Agent is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

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

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

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

If to the Bank

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

If to the City: City of Gautier
1000 Municipal Drive
Gautier, MS 39042
Attention: City Clerk

If to the Prior Trustee: Regions Bank

If to the Escrow Agent: [TO COME]

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

_____, as Escrow
Agent

By _____

Title _____

55475350.v1

EXHIBIT A

REFUNDED OBLIGATIONS

A portion of the outstanding \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013, as described below, and a corresponding portion of the \$3,500,000 (original principal amount) City of Gautier, Mississippi Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013:

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
July 1, 2026	4.250%	\$525,000	July 1, 2023	100%
July 1, 2029	4.750	600,000	July 1, 2023	100
July 1, 2033	5.000	940,000	July 1, 2023	100

EXHIBIT B

INVESTMENT SECURITIES

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

EXHIBIT D

NOTICE OF REDEMPTION

\$3,500,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2013
(GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM
REVENUE PROJECT), DATED AUGUST 13, 2013**

NOTICE IS HEREBY GIVEN that the aggregate outstanding principal amount of the bonds of the above issue, dated August 13, 2013, and maturing as set forth below (the "Bonds"), are being called for redemption in whole on July 1, 2023, at par plus accrued interest to the redemption date:

CUSIP*	MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	REDEMPTION DATE
60534T RK3	July 1, 2026	\$525,000	4.250%	July 1, 2023
60534T RL1	July 1, 2029	600,000	4.750	July 1, 2023
60534T RM9	July 1, 2033	940,000	5.000	July 1, 2023

Interest on the Bonds shall cease to accrue from and after July 1, 2023. Payment of the Bonds will be made upon presentation and surrender thereof at the corporate trust office of Regions Bank in Birmingham, Alabama, the Trustee for the Bonds (the "Trustee"), as follows:

BY HAND OR REGISTERED MAIL:

Regions Bank
Corporate Trust Operations
Lakeshore Operations Center
201 Milan Parkway, 2nd Floor
Birmingham, Alabama 35211
Toll free: 1-866-512-3479

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

DATED: _____, 2023

MISSISSIPPI DEVELOPMENT BANK

By: **Regions Bank**

By: _____
Its Authorized Officer

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

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

EXHIBIT E

NOTICE OF DEFEASANCE

\$3,500,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2013
(GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM
REVENUE PROJECT), DATED AUGUST 13, 2013**

NOTICE IS HEREBY GIVEN to the owners of the bonds described above and maturing in the years 2026 through and including 2033, as listed below (the "Refunded Bonds"), that pursuant to the Escrow Trust Agreement, dated _____, 2020, by and among the Mississippi Development Bank (the "Bank"), the City of Gautier, Mississippi (the "City") and _____, _____, _____, as Escrow Agent (the "Escrow Agent"), the City has caused to be deposited in an escrow account to be held by the Escrow Agent cash and certain direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, to pay the principal of and interest and redemption premium, if any, on the Refunded Bonds on July 1, 2023 (the "Redemption Date") at a price of par, plus accrued interest to the Redemption Date. In accordance with the Indenture of Trust, dated August 13, 2013 (the "Indenture"), by and between the Bank and Regions Bank, as Trustee, securing the Refunded Bonds, the Refunded Bonds are deemed to have been paid.

CUSIP*	MATURITY DATE	PRINCIPAL AMOUNT	INTEREST RATE	REDEMPTION DATE
60534T RK3	July 1, 2026	\$525,000	4.250%	July 1, 2023
60534T RL1	July 1, 2029	600,000	4.750	July 1, 2023
60534T RM9	July 1, 2033	940,000	5.000	July 1, 2023

Dated this _____ day of _____, 2020.

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



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

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

November 17, 2020

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

Re: City of Gautier, Mississippi
\$2,700,000 (Approximately) City of Gautier, Mississippi Taxable Combined Water and Sewer
System Revenue Refunding Bonds, Series 2020 (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

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

Disclosures Concerning our Role as Municipal Advisor

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

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

Disclosure Concerning Conflicts of Interest and Other Information

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

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

Disclosure Concerning the Compensation

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

Disclosure of Information Regarding Legal Events and Disciplinary History

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

Disclosure Relating to Issuing Bonds

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

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

Revenue bonds are a debt instrument secured by a pledge of incomes and revenues (fees, rates or rentals). The Issuer pledges to use the legally available revenues of combined water and sewer system for repayment of the bonds.

The Bonds will be offered as federally taxable obligations.

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

Disclosure Concerning the Term of Engagement

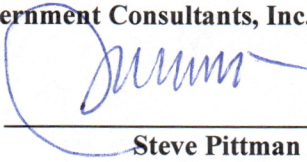
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice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

Acknowledgement

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

Sincerely,

Government Consultants, Inc.

BY: 

Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____

Signature

Phil Torjusen, Mayor, City of Gautier, Mississippi

Authorized Representative's Name

dated as of approval November 17, 2020

Date

November 17, 2020

Mayor Phil Torjusen
Paula Yancey, City Manager
City of Gautier, Mississippi
3330 Highway 90
Gautier, Mississippi 39553

Re: Disclosures by Placement Agent
Pursuant to MSRB Rule G-17
City of Gautier, Mississippi Taxable Utility System Revenue Refunding Bonds

Mayor Torjusen and Ms. Yancey:

We are writing to provide you, as Mayor of the City of Gautier, Mississippi (Issuer), and an official of the Issuer with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA"), to serve as a placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as placement agent, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

I. Disclosures Concerning the Placement Agent's Role:

- (i) MSRB Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors.
- (ii) The primary role of the placement agent is to procure one or more purchasers for the Bonds in an arm's-length commercial transaction with the Issuer. The placement agent has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The placement agent has a duty to procure a purchaser for the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to place the Bonds with purchasers at prices that are fair and reasonable.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

(v) The placement agent will review the offering document for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

II. Disclosures Concerning the Placement Agent's Compensation:

The placement agent will be compensated by a fee that will be set forth in the bond placement agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

- In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
- In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.
- We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters or placement agents is solely for purposes of satisfying the underwriters' or placement agents' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the placement agent and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a “complex municipal securities financing” to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the placement agent and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,



Lindsey Rea
Managing Director
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement:

Signature:_____ Date:_____

Phil Torjusen, Mayor
Paula Yancey, City Clerk
City of Gautier, Mississippi

CC: Butler Snow LLP, Bond Counsel
Government Consultants, Inc., Municipal Advisor
Bordis & Danos, PLLC, Issuer's Counsel

Fixed Rate Structure Disclosure

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding “Security” is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

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

Council Meeting:
Title:

**November 17, 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 November 17, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	210263	11/17/2020	10/30/2020			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2020 NETWORK SERVICES		4333	10/14/2020			2,280.00
001	O'REILLY AUTO PARTS	210264	11/17/2020	10/30/2020			169.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	FUNNEL		1978182917	09/30/2020			3.99
	001-161-639	3D BATTERY: LISTENING DEVICE		1978184518	10/13/2020			5.49
	001-161-638	MINI BULB: E1		1978184831	10/15/2020			5.23
	001-100-570	QT TRANS FLUID (2), FITTING		1978185202	10/19/2020			20.27
	001-170-639	LP HARDWARE		1978185430	10/21/2020			3.29
	001-100-570	BATT, CORE CHARGE: POLARIS		1978185479	10/21/2020			140.83
	001-100-570	CDT RTN: CORE EXC POLARIS		1978185479	10/21/2020			-10.00
001	TRIPLE J LLC	210265	11/17/2020	10/30/2020			32.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR TIRE: U #49		I002916	10/06/2020			19.99
	001-100-638	MOUNT-BAL TIRE: U #44		I002942	10/15/2020			12.99
001	STEINER SAW & MOWER	210266	11/17/2020	10/30/2020			45.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	COIL: LIMB POLE SAW		430871	10/20/2020			45.00
001	SINGING RIVER ELECTRIC COOPERATIVE	210286	11/17/2020	11/02/2020			659.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		10152020	10/22/2020			268.42
	001-161-631	MARTIN BLUFF FD 58380001		10172020	10/23/2020			219.70
	001-201-629	SIGNAL LIGHTS 17546		10172020	10/23/2020			33.20
	001-092-631	CITY LIMIT SIGN 17546		10172020	10/23/2020			27.21
	001-100-631	MBLUFF SUB STN 58521002		10172020	10/23/2020			110.55
001	SINGING RIVER ELECTRIC COOPERATIVE	210287	11/17/2020	11/02/2020			124.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SR MALL BOX 8	104463004	10182020	10/26/2020			60.00
	001-170-631	SR MALL VENUE	104312004	10182020	10/26/2020			64.61
001	SINGING RIVER ELECTRIC COOPERATIVE	210288	11/17/2020	11/02/2020			167.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		10182020	10/26/2020			114.83
	001-170-631	ROUNDAABOUT 102311002		10182020	10/26/2020			25.00
	001-170-631	FITNESS TRAIL 109268001		10182020	10/26/2020			27.49
001	SINGING RIVER ELECTRIC COOPERATIVE	210290	11/17/2020	11/02/2020			859.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		10192020	10/28/2020			268.84
	001-170-631	BACOT PARK 10137		10192020	10/28/2020			441.13
	001-201-629	SIGNAL LIGHTS 10138		10192020	10/28/2020			124.83
	001-170-631	BACOT SPLASHPAD 103751001		10192020	10/28/2020			25.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	210291	11/17/2020	11/02/2020			2,212.01	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	10182020	10/26/2020				1,436.79
	001-201-629	SIGNAL LIGHT 39113001	10182020	10/26/2020				50.78
	001-170-631	CITY PARK RESTRMS 89912001	10182020	10/26/2020				386.26
	001-201-633	STREET LIGHTS 90345002	10182020	10/26/2020				125.01
	001-092-631	RECORDS BLDG 90790001	10182020	10/26/2020				135.22
	001-170-631	FRAZIER RESTRMS 98546001	10182020	10/26/2020				77.95
001	SINGING RIVER ELECTRIC COOPERATIVE	210292	11/17/2020	11/02/2020			780.09	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	10182020	10/26/2020				59.16
	001-201-633	DOLPHIN ST 94988002	10182020	10/26/2020				62.29
	001-201-633	DOLPHIN ST 94989002	10182020	10/26/2020				57.87
	001-201-633	DOLPHIN ST 94990002	10182020	10/26/2020				462.36
	001-201-633	WM PAYNE 100244001	10182020	10/26/2020				58.25
	001-201-633	WM PAYNE 100245001	10182020	10/26/2020				80.16
001	SINGING RIVER ELECTRIC COOPERATIVE	210293	11/17/2020	11/02/2020			7,990.95	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING 10054	10182020	10/26/2020				5,761.29
	001-201-629	SIGNAL LIGHTS 10054	10182020	10/26/2020				600.83
	001-092-631	CITY HALL 10054	10182020	10/26/2020				705.61
	001-170-631	FRAZIER PARK 10054	10182020	10/26/2020				52.38
	001-170-631	SENIOR BLDG 10054	10182020	10/26/2020				109.31
	001-161-631	CENTRAL FD 10054	10182020	10/26/2020				361.76
	001-170-631	CITY PARK 10054	10182020	10/26/2020				106.54
	001-092-631	PUBLIC WORKS 10054	10182020	10/26/2020				266.49
	001-092-631	HWY 90 SIGN 10054	10182020	10/26/2020				26.74
001	MS DEPT OF FINANCE & ADMIN	210305	11/17/2020	11/02/2020			16,448.25	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	OCT 2020 COURT ASSESSMENTS	10312020	11/02/2020				16,448.25
001	MS DEPT OF PUBLIC SAFETY	210306	11/17/2020	11/02/2020			1,227.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	OCT 2020 SPECIAL ASSESSMENTS	10312020	10/02/2020				1,227.00
001	MS DEPT OF PUBLIC SAFETY	210307	11/17/2020	11/02/2020			50.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	OCT 2020 INTERLOCK FEES	10312020	11/02/2020				50.00
001	FUELMAN	210322	11/17/2020	11/03/2020			1,805.98	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-525	UNL & DSL FUEL	NP59037896	10/26/2020				1,421.41
	001-161-525	DSL FUEL	NP59037896	10/26/2020				167.22
	001-170-525	UNL & DSL FUEL	NP59037896	10/26/2020				147.35
	001-205-525	UNL & DSL FUEL	NP59037896	10/26/2020				70.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	210324	11/17/2020	11/03/2020			2,391.55	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP59092319	11/02/2020				98.60
	001-100-525	UNL & DSL FUEL	NP59092319	11/02/2020				1,748.66
	001-161-525	UNL & DSL FUEL	NP59092319	11/02/2020				402.37
	001-170-525	UNL & DSL FUEL	NP59092319	11/02/2020				121.34
	001-205-525	UNL FUEL	NP59092319	11/02/2020				20.58
001	SPARKLIGHT	210328	11/17/2020	11/04/2020			84.62	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	NOV 2020: SR BLDG #120793682	10252020	11/01/2020				84.62
001	SPARKLIGHT	210329	11/17/2020	11/04/2020			147.06	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	NOV 2020: #107571481	10252020	11/01/2020				147.06
001	LOWES HOME CENTERS INC	210330	11/17/2020	11/04/2020			1,275.81	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-559	POWER AUGER	971420	09/28/2020				236.55
	001-170-559	CRAFTSMAN PITCHFORK (2)	919702	09/29/2020				72.16
	001-170-512	SCH40 PVC, PAINT, TWINE: CRUISIN	901530	09/30/2020				118.66
	001-170-512	6PK YEL STRIP PAINT: CRUISIN	964064	10/01/2020				76.89
	001-170-512	SCH40 COUPLING (3): CRUISIN	964069	10/01/2020				1.65
	001-170-512	CABLE TIES, ORG FENCE: CRUISIN	901770	10/01/2020				56.96
	001-170-559	5/8X100FT WATER HOSE	919003	10/02/2020				47.49
	001-170-512	6FT T-POST GREEN (20): CRUISIN	918509	10/03/2020				83.20
	001-161-635	16X20X1 AC FILTER (3)	909646	10/04/2020				13.50
	001-170-559	HM BLANK KEY (4)	916232	10/05/2020				9.80
	001-170-635	1LB CAP NAILS: FRAZIER PARK	901713	10/06/2020				7.59
	001-170-638	RETROFIT TANK: F250 #37193	916331	10/07/2020				103.20
	001-205-559	5X100FT BRAIDED ROPE	901936	10/07/2020				23.68
	001-170-638	RETROFIT TANK: F250 #37193	901010	10/07/2020				16.46
	001-161-510	MOP HEAD REFILL (2)	910675	10/08/2020				23.72
	001-170-638	RETROFIT TANK: F250 #37193	901254	10/08/2020				42.24
	001-161-635	1LB DRYWALL SCREWS	901587	10/09/2020				5.69
	001-161-510	8 ROLL PAPER TOWELS (4)	901024	10/12/2020				49.32
	001-205-559	14FT POLE PRUNNER	901185	10/13/2020				40.84
	001-205-559	3PK HD PADLOCKS	901204	10/23/2020				38.94
	001-170-559	3PK HD PADLOCKS	901204	10/13/2020				38.94
	001-205-559	DEGREASER, TAPE ADHESIVE, PAINT	901425	10/14/2020				25.10
	001-205-559	2GAL GAS CAN	901882	10/16/2020				18.99
	001-170-559	LEATHER GLOVES (2), REBAR (12)	901797	10/21/2020				74.92
	001-161-510	8 ROLLS PAPER TOWEL (4)	901435	10/24/2020				49.32
001	BELL AUTO PARTS INC	210334	11/17/2020	11/04/2020			484.90	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-639	REAR DISCHARGE BLADE (6)	43807	10/06/2020				306.00
	001-170-639	BLADE BOLTS W/WASHER (8)	43807	10/06/2020				45.20
	001-170-639	SPLINE BLADE WASHER (8)	43807	10/06/2020				123.20
	001-170-639	SWITCH: XMARK MOWER	D058379	10/20/2020				10.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	210336	11/17/2020	11/05/2020			134.27	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	1007410	11/01/2020			134.27	
001	AUTO TRUCK AND TRAILER PARTS INC	210337	11/17/2020	11/05/2020			2,306.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	DEF (4): FIRE TRUCKS	285221	10/05/2020			59.20	
	001-205-559	AIR CHUCK	285323	10/06/2020			51.24	
	001-100-570	BRAKE CLNR (6), LUCAS OIL (2)	285222	10/06/2020			40.00	
	001-170-638	WIRE(3), SPLICE(2), PAINT PEN(2)	285334	10/07/2020			31.25	
	001-161-638	SILICONE SEALANT: GENERATOR	285348	10/07/2020			3.90	
	001-100-570	BELT: U #60	285347	10/07/2020			31.80	
	001-170-638	SWITCH, FUSE	285359	10/08/2020			6.20	
	001-100-570	BELT (2): PD VEH	285366	10/08/2020			63.60	
	001-100-639	POLARIS KEY (3)	285428	10/12/2020			47.04	
	001-100-570	TRI-BALL, LOCK PIN: U #10186	285458	10/13/2020			53.25	
	001-161-638	PROTECT VALVE, DASH VALVE: E4	285457	10/13/2020			41.76	
	001-161-638	RESISTOR: E4	285457	10/13/2020			12.95	
	001-161-638	PRESSURE SWITCH, BUSHING: E4	285473	10/13/2020			15.85	
	001-161-638	VALVE: E4	285473	10/13/2020			49.50	
	001-161-638	CDT RTN: VALVE	285486	10/14/2020			-49.50	
	001-161-638	VALVE: E4	285486	10/14/2020			53.57	
	001-161-638	DISCONNECT, BRASS (2): E4	285498	10/14/2020			42.33	
	001-170-638	REPR PARTS (7): REC TRUCK	285480	10/14/2020			45.96	
	001-170-639	TRAILER LIGHT	285527	10/15/2020			12.50	
	001-170-639	TRAILER LIGHT (2), SPLICES	285551	10/16/2020			38.90	
	001-205-639	WELDER COVER: SHOP	285596	10/19/2020			178.00	
	001-100-570	ATF OIL (12), LUBE (8)H	285597	10/19/2020			166.00	
	001-170-639	TAG BRACKET: REC TRAILER	285613	10/20/2020			2.24	
	001-161-638	ALTERNATOR: E1	285524	10/20/2020			235.94	
	001-100-570	FILTER (14), WIPER (5), DISC(4)	285639	10/20/2020			106.16	
	001-170-639	PLUG: REC TRAILER	285641	10/20/2020			6.50	
	001-170-559	TIE WRAPS	285644	10/20/2020			13.30	
	001-100-639	PLUG, SEAFOAM: PD BOAT	285647	10/21/2020			16.97	
	001-161-638	SEAT: E4	285652	10/21/2020			199.00	
	001-170-639	WIRING: REC TRAILER	285664	10/22/2020			13.95	
	001-161-638	AIR SWITCH, LIGHT (2): E4	285619	10/26/2020			149.88	
	001-100-570	BRAKE PADS: U #17530	285783	10/28/2020			49.30	
	001-100-570	WIPER BLADE (10): PD VEHICLES	285784	10/28/2020			75.00	
	001-100-570	ROTOR SEAT: U #17530	285782	10/28/2020			160.24	
	001-161-639	BATT: GENERATOR	285802	10/29/2020			115.00	
	001-161-639	DIESEL CLEAN: GENERATOR	285807	10/30/2020			8.62	
	001-161-638	SEAT BELT: E4	285817	10/30/2020			159.02	
001	MSC 7511	210338	11/17/2020	11/05/2020			113.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	GEMG00-01 RENTAL FEE	INV3913214	10/23/2020			113.14	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	210339	11/17/2020	11/05/2020			541.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	NOV 2020 ACCT SOFTWARE MAINT	MN141068	10/15/2020			370.00	
	001-092-698	NOV 2020 PRIV LIC SW MAINT	MN141069	10/15/2020			150.00	
	001-092-698	NOV 2020 VOTER REG SW MAINT	MNHR002947	10/15/2020			21.00	
001	C SPIRE WIRELESS	210341	11/17/2020	11/05/2020			775.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	10/31/2020			47.19	
	001-040-605	ADMIN CELL PHONES	0030759348	10/31/2020			128.57	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	10/31/2020			201.60	
	001-090-698	IPAD SERVICE (3)	0030759348	10/31/2020			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	10/31/2020			94.38	
	001-170-605	RECREATION CELL PHONES	0030759348	10/31/2020			150.13	
	001-205-605	MAINT CELL PHONE	0030759348	10/31/2020			51.47	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	210344	11/17/2020	11/06/2020			219.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ACCUNET T1.5 DIGITAL SERV	3122454047	11/01/2020			219.01	
001	BORDIS & DANOS PLLC	210345	11/17/2020	11/07/2020			10,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	NOV 2020 RETAINER	89	11/02/2020			10,000.00	
001	CARDMEMBER SERVICES	210346	11/17/2020	11/07/2020			489.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-509	LUNCH: GMYC MEET & GREET	10172020	10/19/2020			42.75	
	001-001-509	SUPPLIES: GMYC MEET & GREET	10162020	10/19/2020			37.83	
	001-170-513	DVD: A CHRISTMAS STORY	10192020	10/20/2020			14.15	
	001-170-513	MOVIE LICENSE: CHRISTMAS STORY	10192020	10/20/2020			395.00	
001	CREDIT CARD CENTER	210347	11/17/2020	11/07/2020			1,082.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	MICROSOFT 365: GPD	09282020	09/29/2020			106.99	
	001-100-559	CANDY: TRUNK OR TREAT	09292020	09/30/2020			356.66	
	001-094-704	ANNUAL: ADOBE CREATIVE CLOUD	10062020	10/07/2020			599.88	
	001-092-698	FINANCE CHARGE	10272020	10/27/2020			19.39	
001	DIRECTV LLC	210349	11/17/2020	11/07/2020			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (DEC)	11132020	11/14/2020			160.00	
001	AT&T MOBILITY	210350	11/17/2020	11/07/2020			100.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-605	CELL SERVICE (2)	11052020	10/27/2020			100.72	
001	JACKSON COUNTY BOARD OF SUPERVISORS	210351	11/17/2020	11/07/2020			3,815.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	RESEARCH-TAX SALE (763)	18	11/03/2020			3,815.00	

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001	MOTOROLA SOLUTIONS CREDIT CO LLC Account Number 001-100-808	210352	11/17/2020	11/07/2020			37,679.33	
		Description		Invoice #	Date	P.O.	Amount	
		LEASE PMT: 678-0024742-000		29495	10/07/2020			37,679.33
001	AT&T GLOBAL NETWORK SERVS LLC Account Number 001-100-699	210358	11/17/2020	11/09/2020			229.64	
		Description		Invoice #	Date	P.O.	Amount	
		NCIC EQUIPMENT CHARGES		GI00707	11/01/2020			229.64
001	AIRGAS USA LLC Account Number 001-205-588	210359	11/17/2020	11/09/2020			221.63	
		Description		Invoice #	Date	P.O.	Amount	
		CYLINDER RENTAL		9974883402	10/31/2020			221.63
001	AUTOZONE INC Account Number 001-170-638	210360	11/17/2020	11/09/2020			22.18	
		Description		Invoice #	Date	P.O.	Amount	
		10PK TAIL LIGHT BULB (2)		4907836357	10/15/2020			22.18
001	CINTAS CORPORATION NO 2 Account Number 001-205-535 001-205-535 001-205-535 001-205-535	210361	11/17/2020	11/09/2020			312.28	
		Description		Invoice #	Date	P.O.	Amount	
		MAINTENANCE		4063702146	10/07/2020			78.07
		MAINTENANCE		4064333416	10/14/2020			78.07
		MAINTENANCE		4065017203	10/21/2020			78.07
		MAINTENANCE		4065681991	10/28/2020			78.07
001	FUELMAN Account Number 001-100-525 001-161-525 001-170-525 001-205-525	210362	11/17/2020	11/09/2020			1,532.75	
		Description		Invoice #	Date	P.O.	Amount	
		UNL FUEL		NP59136515	11/09/2020			1,180.83
		UNL & DSL FUEL		NP59136515	11/09/2020			267.63
		UNL & DSL FUEL		NP59136515	11/09/2020			44.54
		DSL FUEL		NP59136515	11/09/2020			39.75
001	FOSTERS A/C & HEATING INC Account Number 001-100-635	210365	11/17/2020	11/09/2020			905.00	
		Description		Invoice #	Date	P.O.	Amount	
		REPR DRAIN PAN: AIR HANDLER		W1075790	10/27/2020			905.00
001	CENTERPOINT ENERGY Account Number 001-161-630 001-161-630	210376	11/17/2020	11/09/2020			81.04	
		Description		Invoice #	Date	P.O.	Amount	
		CENTRAL FIRE STN:9/24-10/27/20		11000885-1	11/02/2020			44.86
		SOUTH FIRE STN:9/24-10/27/20		11000999-0	11/02/2020			36.18
001	ALABAMA MEDIA GROUP Account Number 001-040-615 001-040-615	210377	11/17/2020	11/09/2020			51.00	
		Description		Invoice #	Date	P.O.	Amount	
		AD: GOLF CART ORD #255-2020		0009765578	10/23/2020	210076		14.64
		AD: UDO ORD #256-2020		0009769262	10/30/2020	210087		36.36
001	GALLS LLC Account Number 001-100-559 001-100-559 001-100-559 001-100-559	210378	11/17/2020	11/09/2020			677.66	
		Description		Invoice #	Date	P.O.	Amount	
		TRNSP SURGICAL TAPE 6/BX (3)		OR16496865	09/02/2020	200971		42.27
		HYFIN VENT CHEST SEAL 2PK (15)		OR16496865	09/02/2020	200971		224.85
		ETD EMER TRAUMA DRESSING (15)		OR16496865	09/02/2020	200971		104.85
		GALLS GENERAL USE POUCH (15)		OR16496865	09/02/2020	200971		194.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	210378	11/17/2020	11/09/2020			677.66	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	EMS SHEARS 7-1/4 IN (15)	OR16496865	09/02/2020	200971		74.85	
	001-100-559	SHIPPING	OR16496865	09/02/2020	200971		35.99	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	210379	11/17/2020	11/09/2020			258.47	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FF-EL 102 TEST (14)	967-M6C8X6	10/27/2020	210081		166.32	
	001-022-660	ADMIN FEE	967-M6C8X6	10/27/2020	210081		92.15	
001	MID SOUTH UNIFORM & SUPPLY INC	210380	11/17/2020	11/09/2020			865.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SS NAVY SHIRT (6)	610783	11/05/2020	210019		281.40	
	001-100-535	SS ARMORSKIN SHIRT NAVY (6)	610783	11/05/2020	210019		285.00	
	001-100-535	NAVY PANTS NO STRIPES (6)	610783	11/05/2020	210019		275.04	
	001-100-535	SEW ON PATCH (24)	610783	11/05/2020	210019		24.00	
001	SOUTHERN PIPE & SUPPLY CO INC	210382	11/17/2020	11/09/2020			89.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	DELTA CLASSIC METERING VALVE	4653083-00	10/12/2020	210041		89.00	
001	GOODYEAR AUTO CENTER	210385	11/17/2020	11/09/2020			595.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SET P225/60R18 99W EAG: U #49	222285	10/28/2020	210089		595.08	
001	IMAGES GALORE	210387	11/17/2020	11/09/2020			40.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	READY APPLY CUT VINYL 3PC	20-1216	11/04/2020	210111		40.00	
001	POWELL CONSTRUCTION SERVICES INC	210388	11/17/2020	11/09/2020			2,115.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-698	REPR VEHICLE LOOP: MB-GV ROAD	3153	11/02/2020	210039		2,115.00	
001	RED RIVER SERVICE CORPORATION, INC	210389	11/17/2020	11/09/2020			1,445.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	RANGER PRO 30GAL (90)	729552	10/21/2020	200921		1,327.50	
	001-170-559	FREIGHT CHARGE	729552	10/21/2020	200921		117.60	
001	CITY ELECTRIC SUPPLY CO	210390	11/17/2020	11/09/2020			2,196.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	THHN-6-BLK-19STR-CU (1000)	PAS/069015	10/26/2020	210082		589.00	
	001-201-637	THHN-8-BLK-19STR-CU (500)	PAS/069015	10/26/2020	210082		184.50	
	001-201-637	4-14 AWG 3 PORT MULTI-TAP (20)	PAS/069015	10/26/2020	210082		328.00	
	001-170-720	80W LED FLOOD LIGHT (5)	PAS/069090	10/30/2020	210079		1,095.00	
001	ACE HARDWARE OF OCEAN SPRINGS	210391	11/17/2020	11/09/2020			298.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	SPUR SPRCKET 3/8" 7T	17826	10/27/2020	210092		22.82	
	001-161-639	GUIDE BAR 20" ROLLOMATIC 3/8	17826	10/27/2020	210092		38.15	
	001-161-639	CHAIN CUTLOOP 26RM3-68	17826	10/27/2020	210092		21.73	
	001-161-639	CHAIN CUTLOOP 33RSC3-72 (5)	17826	10/27/2020	210092		105.55	
	001-161-639	GUIDE BAR 20" POWERMATCH (2)	17826	10/27/2020	210092		109.80	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	APOSTC LAW ENFORCEMENT ACADEMY	210392	11/17/2020	11/09/2020			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	REG FEE FTO CRS: ADKISSON, C		1513	11/04/2020	201015		100.00
	001-100-681	REG FEE FTO CRS: ALEXANDER, C		1513	11/04/2020	201015		100.00
001	STERLING PETROLEUM PRODUCTS INC	210395	11/17/2020	11/09/2020			317.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	SERV PRO SYN 5W20 OIL (55)		83151	10/27/2020	210062		312.95
	001-100-570	LUBE TAX		83151	10/27/2020	210062		4.40
001	LINX CORPORATION	210396	11/17/2020	11/09/2020			345.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	PVC PATCH 2D DESIGN (100)		20-19622	10/12/2020	210036		260.00
	001-100-559	PVC MOLD CHARGE		20-19622	10/12/2020	210036		65.00
	001-100-559	SHIPPING		20-19622	10/12/2020	210036		20.00
001	OCCUPATIONAL HEALTH CENTER INC	210400	11/17/2020	11/09/2020			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: PAETOW, F		221636	11/05/2020	210063		65.00
	001-100-604	PRE-EMP DRUG SCREEN: PAETOW, F		221636	11/05/2020	210063		60.00
001	JERRY LEE'S	210401	11/17/2020	11/09/2020			219.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	EMERGENCY FOOD: H ZETA		CO110#0090	10/28/2020	210099		219.92
001	ACE DATA STORAGE INC	210406	11/17/2020	11/09/2020			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2020-SHREDDING SERVICE		74525	11/01/2020			105.00
001	COG ENTERPRISE FUND	210407	11/17/2020	11/05/2020			12,486.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		11052020	11/05/2020			12,486.50
001	JACKSON COUNTY ADULT DETENTION CENTER	210410	11/17/2020	11/10/2020			3,465.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	OCT 2020 ADC CHGS		10312020	11/09/2020			3,465.00
001	JACKSON COUNTY BOARD OF SUPERVISORS	210411	11/17/2020	11/10/2020			10.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-740	04-F250 #37194 W/ FUEL TANK		050837	07/21/2020			10.00
001	DEPT PUBLIC SAFETY	210420	11/17/2020	11/10/2020			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90097662	11/02/2020			60.00
FUND TOTAL	1 Claims	to	Checks	61 Total	125,923.15 Manual	Held	Total	125,923.15

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	210299	11/17/2020	11/02/2020			1,854.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	10192020	10/28/2020			1,594.82
	176-170-631	HOUSE	76855002	10192020	10/28/2020			49.08
	176-170-631	SSP WELCOME CENTER	108928002	10192020	10/28/2020			210.82
176	FUELMAN	210325	11/17/2020	11/03/2020			53.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP59092319	11/02/2020			53.20
176	LOWES HOME CENTERS INC	210331	11/17/2020	11/04/2020			293.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	OUTLET SUPPLIES (5): CAMPSITE		964035	09/28/2020			84.90
	176-170-520	2.5QT DIANTHUS (6), 3PK GLOVES		919789	10/01/2020			39.76
	176-170-520	3QT CABBAGE(4), PT DIANTHUS(12)		919789	10/01/2020			35.72
	176-170-586	OUTLET SUPPLIES (9): CAMPSITE		901536	10/05/2020			133.02
176	BELL AUTO PARTS INC	210333	11/17/2020	11/04/2020			39.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	PULLEY: EXMARK MOWER		D058362	10/06/2020			39.79
176	C SPIRE WIRELESS	210342	11/17/2020	11/05/2020			51.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	10/31/2020			51.47
176	GRAND VIEW SECURITY LLC	210355	11/17/2020	11/07/2020			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ANNUAL ALARM MONITORING	2011	0210-5172	11/02/2020			300.00
176	MS PRISON INDUSTRIES	210381	11/17/2020	11/09/2020			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	METAL MAIL DROP BOX:SHEP PARK		120014	10/29/2020	200930		175.00
FUND TOTAL 176 Claims	to	Checks	7 Total	2,767.58	Manual	Held	Total	2,767.58

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	BRABNER AND HOLLON INC	210398	11/17/2020	11/09/2020			6,326.65	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	305-300-721	GALV DOOR HMD RI 18 A60 3468	714804	10/28/2020	200516		428.76	
	305-300-721	GALV DOOR HMD RI 18 A60 3470	714804	10/28/2020	200516		435.99	
	305-300-721	DOOR HMD RI 18 A60 2868 (2)	714804	10/28/2020	200516		759.48	
	305-300-721	CONTINUOUS HINGE 79" CLR	714804	10/28/2020	200516		148.56	
	305-300-721	HINGE 5BB1 4-1/2X4-1/2 630 (12)	714804	10/28/2020	200516		228.24	
	305-300-721	HINGE 5BB1 4-1/2X4-1/2 652 (6)	714804	10/28/2020	200516		29.04	
	305-300-721	DOOR CLOSER QDC211 SN 689 (5)	714804	10/28/2020	200516		540.30	
	305-300-721	LOCKSET QCL250 PEA KD SC (5)	714804	10/28/2020	200516		375.00	
	305-300-721	PRIVACY SET QCL240 PEA (2)	714804	10/28/2020	200516		127.42	
	305-300-721	THRESHOLD 4-12SX48 #10 (5)	714804	10/28/2020	200516		135.50	
	305-300-721	DOOR SWEEP 750S NX48" #6 (5)	714804	10/28/2020	200516		39.90	
	305-300-721	SET WEATHERSTRIP 891SV (5)	714804	10/28/2020	200516		114.90	
	305-300-721	SU 16 A60 534 SGL HM FRAME (4)	714804	10/28/2020	200516		940.76	
	305-300-721	12"X12" ANEMOSTAT W/SCREEN (3)	714804	10/28/2020	200516		300.00	
	305-300-721	TRUCK DELIVERY	714804	10/28/2020	200516		325.00	
	305-300-721	HM DOOR #3 & #4 A60 3470 (2)	714804	10/28/2020	200516		1,397.80	
FUND TOTAL 305 Claims	to	Checks	1 Total	6,326.65	Manual	Held	Total	6,326.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	MIRACLE RECREATION EQUIPMENT COMPANY INC	210399	11/17/2020	11/09/2020			12,926.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	307-300-701	DECK SQUARE ATTA 4 POST	828509	10/31/2020	200973		796.00	
	307-300-701	DECK 1/2 HEX OPEN ATTA 5 POST	828509	10/31/2020	200973		1,224.00	
	307-300-701	POST 3-1/2 3-5 DECKS (5)	828509	10/31/2020	200973		905.00	
	307-300-701	POST 3-1/2 ROOF 3' DECK (4)	828509	10/31/2020	200973		636.00	
	307-300-701	SLIDE GROOVE II 5' DECKS (2)	828509	10/31/2020	200973		3,254.00	
	307-300-701	1/2 PANEL CALYPSO 2-DRUM BELOW	828509	10/31/2020	200973		1,045.00	
	307-300-701	CLIMBER TRAP DOOR 3'-5' DECK	828509	10/31/2020	200973		1,141.00	
	307-300-701	TRANSFER POINT SQUARE 3' DECK	828509	10/31/2020	200973		2,640.00	
	307-300-701	ROOF SQUARE SHINGLE DBL WALL	828509	10/31/2020	200973		936.00	
	307-300-701	ENCL WALL W/STEERING WHEEL	828509	10/31/2020	200973		527.00	
	307-300-701	SLIDE "L" RH 3' DECK	828509	10/31/2020	200973		1,083.00	
	307-300-701	STAIR ADA 3' TO 5' DECK HNDRL	828509	10/31/2020	200973		1,813.00	
	307-300-701	FUN FONE PAIR 3-1/2 DIA POSTS	828509	10/31/2020	200973		975.00	
	307-300-701	FREIGHT	828509	10/31/2020	200973		926.33	
	307-300-701	CLIMBER TOT ROCK 3' DECK	828509	10/31/2020	200973		1,056.00	
	307-300-701	DISCOUNT	828509	10/31/2020	200973		-6,031.00	
307	HEFLIN ENGINEERING INC	210408	11/17/2020	11/05/2020			8,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	307-300-763	CONST PH SERVS 10%	0028	11/09/2020			8,000.00	
FUND TOTAL 307 Claims	to	Checks	2 Total	20,926.33	Manual	Held	Total	20,926.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
308	HEFLIN ENGINEERING INC	210409	11/17/2020	11/05/2020			2,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	308-176-762	GRAPHIC DESIGN: SIGNAGE		0029	11/09/2020			1,500.00
	308-176-763	CONSTRUCTION PHASE 95%		0029	11/09/2020			1,200.00
FUND TOTAL 308 Claims	to	Checks	1 Total	2,700.00	Manual	Held	Total	2,700.00

Release date from 11/17/2020 thru 11/17/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	210421	11/17/2020	11/10/2020			7,859.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		37420	11/06/2020			2,025.00
	355-723-763	BIDDING WELL 100%		37420	11/06/2020			2,399.30
	355-723-763	CONSTRUCION ENGINEERING		37420	11/06/2020			3,435.00
FUND TOTAL 355 Claims	to	Checks	1 Total	7,859.30	Manual	Held	Total	7,859.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	210294	11/17/2020	11/02/2020			25.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		10152020	10/22/2020			25.96
400	SINGING RIVER ELECTRIC COOPERATIVE	210295	11/17/2020	11/02/2020			2,098.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		10152020	10/22/2020			779.51
	400-651-631	LIFT STATIONS 28779		10152020	10/22/2020			85.91
	400-651-631	SCHOONER WELL 20688		10122020	10/20/2020			949.00
	400-651-631	LIFT STATIONS 20688		10122020	10/20/2020			284.12
400	SINGING RIVER ELECTRIC COOPERATIVE	210296	11/17/2020	11/02/2020			6,825.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		10182020	10/26/2020			242.28
	400-651-631	LIFT STATIONS 17882		10182020	10/26/2020			2,362.24
	400-651-631	WATER WELLS 17882		10182020	10/26/2020			2,589.69
	400-651-631	CITY HALL SOUTH 17882		10182020	10/26/2020			1,631.48
400	SINGING RIVER ELECTRIC COOPERATIVE	210297	11/17/2020	11/02/2020			5,359.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		10172020	10/23/2020			62.61
	400-651-631	LIFT STNS 89702001		10172020	10/23/2020			26.11
	400-651-631	LIFT STNS 17881		10172020	10/23/2020			2,530.75
	400-651-631	WATER WELLS 17881		10172020	10/23/2020			2,740.50
400	SINGING RIVER ELECTRIC COOPERATIVE	210298	11/17/2020	11/02/2020			3,717.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		10192020	10/28/2020			219.69
	400-651-631	LIFT STNS 17883		10192020	10/28/2020			2,105.89
	400-651-631	LIFT STNS 17884		10192020	10/28/2020			1,391.51
400	FUELMAN	210323	11/17/2020	11/03/2020			90.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59037896	10/26/2020			90.04
400	FUELMAN	210326	11/17/2020	11/03/2020			72.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59092319	11/02/2020			72.34
400	ANSER	210327	11/17/2020	11/04/2020			420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 10/28/20 - 11/24/20		277-102820	10/28/2020			420.00
400	LOWES HOME CENTERS INC	210332	11/17/2020	11/04/2020			44.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	ROUND OAK TOILET SEAT		901714	10/06/2020			16.14
	400-650-559	HAMMER, SCRWDVR, PAINT BRUSH		902339	10/19/2020			28.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC Account Number 400-650-672	210340	11/17/2020	11/05/2020	Description OCT 2020 OPERATION FEE	Invoice # GAUTIER095	170,690.75 Amount	170,690.75
400	JACKSON COUNTY UTILITY AUTHORITY Account Number 400-651-668	210343	11/17/2020	11/06/2020	Description NOV 2020 TREATMENT CHGS	Invoice # 886	235,473.00 Amount	235,473.00
400	CREDIT CARD CENTER Account Number 400-650-535 400-650-535	210348	11/17/2020	11/07/2020	Description SS TEES (17): UTILITY BILLING RAGLAN JACKET (3): MTR READERS	Invoice # 10172020 10222020	230.94 Amount	121.98 108.96
400	COGENT STRATEGIES LLC Account Number 400-650-601	210356	11/17/2020	11/07/2020	Description PROFESSIONAL FEES	Invoice # 2062	7,500.00 Amount	7,500.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC Account Number 400-651-698	210363	11/17/2020	11/09/2020	Description ROLL-OFF TIMBERLANE	Invoice # 2837647683	2,140.07 Amount	2,140.07
400	FUELMAN Account Number 400-650-525	210364	11/17/2020	11/09/2020	Description UNL FUEL	Invoice # NP59136515	90.78 Amount	90.78
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-581 400-651-581 400-651-581 400-651-581	210383	11/17/2020	11/09/2020	Description 3/4 CTS PUJMTR SWVL N-BALL(24) 3/4 FIP BALL CURB (12) CDT RTN:3/4 FIP BALL CURB (12) 3/4 FIP BALL CURB (12)	Invoice # 4674762-00 4674762-00 4732154-00 4732154-00	1,659.00 Amount	1,054.56 833.04 -833.04 604.44
400	MICRO METHODS INC Account Number 400-651-582	210384	11/17/2020	11/09/2020	Description TSS TEST: WATER TRMT PLANT	Invoice # 201136-000	63.00 Amount	63.00
400	C & M ELECTRIC MOTOR SERVICE INC Account Number 400-651-584	210386	11/17/2020	11/09/2020	Description CAPACITOR 125V (12): LS SPARES	Invoice # 12294	166.20 Amount	166.20
400	CORE & MAIN LP Account Number 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581	210394	11/17/2020	11/09/2020	Description 5/8X3/4 BMVPJCTSX MN (18) BLUE MARK PAINT (36) WHITE MARK PAINT (12) 3/4X3 WRAP REP CLP (12) 3/4X100' CTS TUBING (300FT) 1X100' CTS TUBING (300FT) 5/8X3/4 BMVPJCTSX (12) 1056-15 1-1/2 CPLG (12)	Invoice # N186741 N186741 N186741 N186741 N186741 N186741 N125456 N125456	3,670.16 Amount	877.68 99.00 33.00 319.80 69.00 111.00 621.60 30.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	210394	11/17/2020	11/09/2020			3,670.16	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1056-22 CPLG (12)	N125456	11/03/2020	210002		33.12	
	400-651-581	C87-33NL 3/4 CPLG PVC (12)	N125456	11/03/2020	210002		261.24	
	400-651-581	C17-33NL 3/4 CPLG FIPXPJ (12)	N125456	11/03/2020	210002		259.44	
	400-651-581	3/4 CL BRASS NIPPLE NL (9)	N125456	11/03/2020	210002		18.90	
	400-651-581	3/4X2 BRASS NIPPLE NL (12)	N125456	11/03/2020	210002		31.80	
	400-651-583	LUBE 1QT WATER/SEWER PIPE (4)	N125456	11/03/2020	210002		20.56	
	400-651-581	3/4 IPS COMP CPLG S110-07 (12)	N125456	11/03/2020	210002		42.84	
	400-651-583	3 PVC S80 FEM ADPT (12)	N125456	11/03/2020	210002		316.44	
	400-651-581	2X1-1/2 PVC S40 RED CPLG (12)	N125456	11/03/2020	210002		19.20	
	400-651-581	2XCL BRASS NIPPLE NL (6)	N125456	11/03/2020	210002		55.68	
	400-651-581	MATCO 3/4 GATE VALVE (12)	N125456	11/03/2020	210002		134.28	
	400-651-581	226-6X12-1/2 REP (2)	N125456	11/03/2020	210002		283.06	
	400-651-581	2-1/2 SCH40 PVC PIPE 20' (20)	N125456	11/03/2020	210002		31.80	
400	J H WRIGHT & ASSOCIATES INC	210403	11/17/2020	11/09/2020			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	SQUARE D TIMER: HONDURAS WELL	428118	10/26/2020	210072		90.00	
	400-651-581	SHIPPING	428118	10/26/2020	210072		15.00	
400	SOUTHERN LINC	210405	11/17/2020	11/09/2020			89.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	OCT 2020 SERV CHGS	10681124	11/01/2020			80.00	
	400-650-698	TAXES/FEES	10681124	11/01/2020			9.52	
400	MALLETTE BROTHERS CONSTRUCTION INC	210413	11/17/2020	11/10/2020			1,706.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-585	38.35 RAP TN	21909	10/31/2020			1,150.50	
	400-651-585	8.32 RIP RAP TN	21909	10/31/2020			457.60	
	400-651-585	8.18 ASPHALT CY	21909	10/31/2020			98.16	
400	MISSION COMMUNICATIONS LLC	210419	11/17/2020	11/10/2020			1,737.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	RENEWAL: ROBERT HIRAM	1046181	11/04/2020			347.40	
	400-651-698	RENEWAL: BAYOU PIERRE	1046181	11/04/2020			347.40	
	400-651-698	RENEWAL: WEST PARK	1046181	11/04/2020			347.40	
	400-651-698	RENEWAL: PLAYERS COVE	1046181	11/04/2020			347.40	
	400-651-698	RENEWAL: OCEAN ESTATES	1046181	11/04/2020			347.40	
FUND TOTAL 400 Claims	to	Checks	23 Total	443,975.93	Manual	Held	Total	443,975.93

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	61 Total	125,923.15 Manual	Held	Total	125,923.15
FUND 130 Claims	to	Checks	1 Total	191,334.00 Manual	Held	Total	191,334.00
FUND 156 Claims	to	Checks	1 Total	2,767.00 Manual	Held	Total	2,767.00
FUND 176 Claims	to	Checks	7 Total	2,767.58 Manual	Held	Total	2,767.58
FUND 304 Claims	to	Checks	1 Total	25,109.00 Manual	Held	Total	25,109.00
FUND 305 Claims	to	Checks	1 Total	6,326.65 Manual	Held	Total	6,326.65
FUND 307 Claims	to	Checks	2 Total	20,926.33 Manual	Held	Total	20,926.33
FUND 308 Claims	to	Checks	1 Total	2,700.00 Manual	Held	Total	2,700.00
FUND 355 Claims	to	Checks	1 Total	7,859.30 Manual	Held	Total	7,859.30
FUND 400 Claims	to	Checks	23 Total	443,975.93 Manual	Held	Total	443,975.93
FUND 404 Claims	to	Checks	1 Total	106,702.20 Manual	Held	Total	106,702.20
Total for all Funds			Checks	100 Total	936,391.14 Manual	Held	Total 936,391.14

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

November 17, 2020
Authorization to enter into a loan agreement with
Southern Mississippi Planning & Development District
(SMPDD)

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a loan agreement with Southern Mississippi Planning Development District (SMPDD) for the purchase of the down payment to the Singing River Mall Property

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	☐
☐		☐		☐		☐		☐	

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:

RESOLUTION NUMBER 000-2020

WHEREAS, the Southern Mississippi Planning & Development District offers loans to those eligible with reasonable interest rates through the Economic Development Administration Revolving Loan Fund; and

WHEREAS, the principal amount of the loan will be \$500,000 with an interest rate of 2.75% and a 180-month term; and

WHEREAS, the state of Mississippi has given the City of Gautier a grant in the amount of 5 million for the remainder of the selling price; and

WHEREAS, this loan would be used to put a down payment for the Singing River Mall Property for 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 City is hereby authorized to enter into a loan agreement with Southern Mississippi Planning & Development District for purchase of the down payment to the Singing River Mall Property.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 11/9/2020
Subject: Resolution to enter into a loan agreement with Southern Mississippi Planning & Development District (SMPDD) for the down payment for the purchase of the Singing River Mall Property.

REQUEST:

The City Manager requests City Council authorization for the City of Gautier to enter into a Loan Agreement with the Southern Mississippi Planning & Development District (SMPDD) for the down payment to purchase the Singing River Mall Property. The principal amount of the loan will be \$500,000 with a interest rate of 2.75% and a 15 year term.

BACKGROUND:

Southern Mississippi Planning & Development District (SMPDD) offers loans to eligible with reasonable interest rates and it is through the Economic Development Administration Revolving Loan Fund.

DISCUSSION:

This loan would be used to put a down payment for the Singing River Mall Property for the City of Gautier. The amount of this loan is the balance left from the 5.5 million selling price. The State of Mississippi has given the City of Gautier a grant in the amount of 5 million for the remainder of the selling price. There was a quote request from Hancock Whitney Bank and they stated they do not offer these types of loans. It is in the interest of the City of Gautier to acquire the loan with SMPDD.

RECOMMENDATION:

City Staff recommends that City Council approve the authorization and approval of the above SMPDD loan agreement for \$500,000 with an 2.75% interest rate.

The City Council may:

1. Authorize and approve the loan agreement.
2. Not approve the loan agreement.

ATTACHMENTS:

1. Hancock Whitney Bank Response
2. SMPDD Loan Commitment Letter

Sherry Farabee

From: King, Jonathan <Jonathan.King@hancockwhitney.com>
Sent: Tuesday, October 20, 2020 10:54 AM
To: sfarabee@gautier-ms.gov
Subject: RE: lease to purchase agreement quote

Sherry,

Unfortunately, that is not something we do. Our leases are based on equipment and not land. Wish I could help you with this, but that type of lending to municipalities is outside of our scope. Thanks,

Jonathan King
Vice President, Public Finance Lender
jonathan.king@hancockwhitney.com
2510 14th St., Gulfport, MS 39501
Office: 228-563-5709
Mobile: 228-223-4642

From: sfarabee@securenetworksllc.com <sfarabee@securenetworksllc.com> **On Behalf Of** Sherry Farabee
Sent: Tuesday, October 20, 2020 10:50 AM
To: King, Jonathan <Jonathan.King@hancockwhitney.com>
Subject: lease to purchase agreement quote

****** External Email - Exercise caution before clicking links or opening attachments. ******

Mr. King,

Our city is purchasing the Singing River Mall property and we are receiving a grant for the money all except \$500,000. Will Hancock/Whitney do a lease purchase agreement for that amount? This will be a down payment.

Thank you,

Sherry Farabee
Purchasing Agent
The City of Gautier
3330 Hwy 90
Gautier, MS 39553
228-497-8000 ext 304
228-497-8028 fax
sfarabee@gautier-ms.gov



Southern Mississippi Planning & Development District

BUILDING A STRONGER MISSISSIPPI

November 10, 2020

City of Gautier, MS
Mr. Josh Danos, City Attorney
3330 Highway 90
Gautier, MS 39553

RE: Loan commitment for City of Gautier

Dear Mr. Danos:

The Southern Mississippi Planning and Development District (SMPDD), herein after referred to as "Lender", has approved a loan to the City of Gautier, MS, herein after referred to as "Borrower", subject to all of the following terms and conditions.

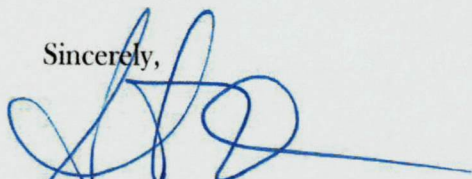
1. The purpose of the loan contemplated herein shall be to provide the Borrower with financing for the purchase of commercial real estate (former Singing River Mall site) to be leased as a mixed use development.
2. The total loan shall be \$500,000.00.
3. The loan extended shall be for a term of 15 years. Interest shall be fixed at a rate of 2.75% per annum. Principal and interest payments in the amount of \$41,129.59 shall be due 365 days from the closing date and shall continue until the loan is fully repaid.
4. The note shall be secured by the full faith and credit of the City of Gautier, MS.
5. Prior to closing, the Borrower will provide a Resolution from the City of Gautier, MS approving the Loan and committing the full faith and credit of the City of Gautier, MS.
6. This note shall be non-assumable.
7. An origination fee of \$5,000.00 (1%) and legal fees will be deducted from the loan proceeds. Any third party filing fees are in addition to the above attorney fee.

8. Prior to disbursement of the loan the Borrower shall agree to comply with:
 1. Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6903 et. seq., or regulations adopted or incorporated thereunder.
 2. Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et. seq., (CERCLA).
 3. Mississippi Air and Water Pollution Control Law Section 49-17-1 et. seq., Mississippi Code and the Mississippi Underground Storage Tank Act of 1988 Section 49-17-401 et. seq., Mississippi Code or regulations adopted or incorporated thereunder.
9. The Lender reserves the right to recall the loan if the project/jobs are moved from the eligible area.
10. Violations of any of the items in this agreement will constitute a default except when waived in writing by the Lender.
11. Any changes to the proposed project **must** be approved by Lender.
12. Any additional costs incurred shall be injected by Borrower.

This commitment must be accepted by the Borrower and returned to the Southern Mississippi Planning and Development District on or before November 23, 2020.

This loan commitment shall automatically cancel and terminate in the event the Loan is not closed within 60 days subsequent to the acceptance of this Loan Commitment by the borrower. Notwithstanding the foregoing, the District, in its sole discretion, may extend the period of this Loan commitment.

Sincerely,



Stephen S. O'Mara
Loan Program Manager

Gautier, 3

Borrower's Acceptance

I, the undersigned, do hereby accept the terms and conditions of the Lender's Commitment on this the _____ day of _____, 2020.

Signature

Title

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

November 17, 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 November 17, 2020.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

November 17, 2020
Approval of Minutes from Recess Council Meeting held
October 20, 2020, Regular Council Meeting held November
3, 2020, and Special Call Meeting held November 10, 2020.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Recessed Council Meeting held October 20, 2020, Regular Council Meeting held November 3, 2020, and Special Call Meeting held November 10, 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 Recessed Council Meeting held October 20, 2020, Regular Council Meeting held November 3, 2020, and Special Call Meeting held November 10, 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 November 17, 2020.

Tuesday
October 20, 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 October 20, 2020 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Josh Danos, City Attorney; Emily Cumbest, Deputy City Clerk and other concerned citizens. Present by Teleconference were Councilmember Cameron George and Paula Yancey, City Manager. Absent was Teresa Montgomery, City Clerk.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 20, 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, October 22nd from 2pm until 6pm at the Singing River Mall Property**
 - 2. The 2020 Gautier Mullet and Music Festival will be October 24th starting at 9:00am until 7:00pm at the Singing River Mall Property**
- IV. Presentation Agenda**
 - 1. Extra Mile Day Proclamation**
 - 2. Small Business Day Proclamation**
- V. Business Agenda**
 - 1. Consideration of an Amendment to the Unified Development Ordinance. (City Initiated) GPC #20-12-UDO**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration of a Special Exception to allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District, PID #85700181.000 (GPC Case No. 20-21-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to approve and submit the prioritized paving list for 2021 to the Jackson County Board of Supervisors

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to accept a Tourism Development Grant from the Mississippi Development Authority and authorization to provide matching funds. (FY 2021)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. 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. Approval to renew a State Rental Agreement with RJ Young for the rental of a Ricoh MPC8003 for City Hall Administration and a BOGO unit for the Planning Department
2. Authorization to enter into a Contract Agreement with Pyro Shows
3. Approval to renew a State Rental Agreement with RJ Young for the rental of a Ricoh IMC4500 copier for the Utility Department.
4. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
5. Ratification and Termination of the Proclamation of Local Emergency
6. Approval of Minutes from Regular Council Meeting held October 6, 2020
7. Approval of the updated inventory spreadsheet of the City of Gautier's assets.
8. Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights
9. Authorization to remove broken office equipment and other lost inventory items from the City of Gautier's inventory and declare such items surplus.
10. Authorization to Advertise for Bids on the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE Act)

11. Authorization to Advertise for bid for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000)

12. Receive September 2020 Privilege License Report

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 November 3, 2020 at 6:30 pm

www.gautier-ms.gov

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

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

1. Consent Agenda Item 11 – The fact sheet and order should read, Martin Bluff Road *Sidewalk* Improvements Project.

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

Announcements

1. Farmers Market will be Thursday, October 22nd from 2pm until 6pm at the Singing River Mall Property
2. The 2020 Gautier Mullet and Music Festival will be October 24th starting at 9:00am until 7:00pm at the Singing River Mall Property

Presentation

1. Extra Mile Day Proclamation
 2. Small Business Day Proclamation
-



Gautier

Farmers MARKET



OCTOBER 22ND
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 PROCLAMATION

WHEREAS, Gautier, Mississippi is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Gautier, Mississippi is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Gautier, Mississippi is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Gautier, Mississippi acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim November 1, 2020 as:

Extra Mile Day

And encourage all citizens of our community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier, Mississippi this the 20th day of October, 2020.



Signed _____

Phil Torjusen

Phil Torjusen, Mayor

CITY OF GAUTIER PROCLAMATION

WHEREAS, the government of Gautier, Mississippi, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2019; and

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

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

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

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

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

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

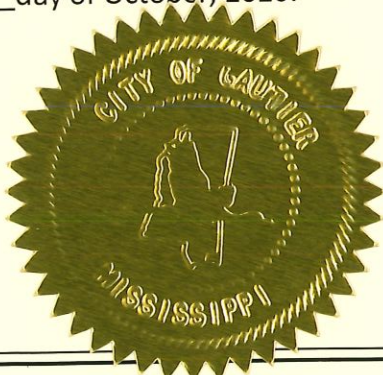
WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim, November 28, 2020, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 20th day of October, 2020.



Signed _____

Phil Torjusen

Phil Torjusen, Mayor

Councilman Colledge made the motion to approve the recommendation from the Planning Department and Planning Commission to adopt the text change to the Unified Development Ordinance, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 256-2020

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, ADOPTING TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE.

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

Section 1. Authority & Intent

- A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.
- B. City Staff and Planning were directed by City Council to initiate text changes to the Unified Development Ordinance relating to re-application for certain variances within 12 months, and the size of signage in the corridor overlay district.
- C. The Gautier Planning Commission held a public meeting, after giving due public notice, and considered the text changes to this ordinance on October 1, 2020. The City Council considered the amendments on October 20, 2020.

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

The City of Gautier hereby adopts the following Text Changes to the Unified Development Ordinance:

Section 6.8.2 Temporary Uses Permitted

D. Portable Storage Container (POD)

In any ~~residential~~ district, a Temporary Use Permit may be issued for a POD subject to the following regulations:

In Residential Districts – the use of one (1) container shall be limited to no more than thirty (30) consecutive days in any year. In the event of a catastrophic loss of property due to fire, flood or other physical calamity occurring on the property in question, the permit may be extended for two (2) additional thirty (30) day periods. The container shall be placed on an all-weather surface such as a driveway on the lot it serves, and shall not be placed on a street right-of-way or in the rear of the property

In Industrial and Commercial Districts – one (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well

kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.

Section 3. Conflicts

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

Section 4. Severability

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

Section 5. Effective Date

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

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

Adopted: October 20, 2020

Phil Torjusen, Mayor

Attest:

Teresa Montgomery, City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/12/2020
Subject: Consideration of an Amendment to Section 6.8.2 (D) of the Unified Development Ordinance
(City Initiated) GPC #20-12-UDO

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would allow the use of Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts.

BACKGROUND:

The Unified Development Ordinance currently allows Portable Storage Containers (POD) as a temporary use in a Residential District with conditions. The Planning Director has requested to amend the UDO to allow Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts with conditions.

DISCUSSION:

The City of Gautier's Unified Development Ordinance currently allows the use of Portable Storage Containers (POD) as a temporary use in Residential Districts with conditions. The Planning Director requests that an amendment be made to the UDO allowing Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts with conditions.

The Planning Director requests that the UDO Section 6.8.2 (D) reflect the following changes:

Section 6.8.2 Temporary Uses Permitted

D. Portable Storage Container (POD)

In any residential district, a Temporary Use Permit may be issued for a POD subject to the following regulations:

In Residential Districts-The use of one (1) container shall be limited to no more than thirty (30) consecutive days in any year. In the event of a catastrophic loss of property due to fire, flood or other physical calamity occurring on the property in question, the permit may be extended for two (2) additional thirty (30) day periods. The container shall be placed on an all-weather surface and shall not be parked on a street right-of-way or in the rear of the property.

In Industrial and Commercial Districts- One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.

RECOMMENDATION:

The Planning Commission recommends the City Council approve the text changes as presented..
may:

The City Council

Approve the amendment as presented;
Approve the amendment with changes; or
Deny the amendment.

ATTACHMENTS:

1. Combined GPC Packet 20-12-UDO (10.1.20 mtg)
2. Excerpt GPC Meeting 10.01.20 (GPC 12-12-UDO)

Excerpt from October 1, 2020 Gautier Planning Commission Meeting:

The Planning Director has requested an amendment to the Unified Development Ordinance to reflect a text change to Section 6.8.2 Temporary Uses Permitted regarding Portable Storage Containers (POD) (GPC Case No. 20-12-UDO). The request was tabled from the August 6, 2020 Planning Commission Meeting so Mr. Ankerson could incorporate the changes discussed by the Commissioners and bring it back before them for review.

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

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would allow the use of Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts.

BACKGROUND:

The Unified Development Ordinance currently allows Portable Storage Containers (POD) as a temporary use in a Residential District with conditions. The Planning Director has requested to amend the UDO to allow Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts with conditions.

DISCUSSION:

The City of Gautier's Unified Development Ordinance currently allows the use of Portable Storage Containers (POD) as a temporary use in Residential Districts with conditions. The Planning Director requests that an amendment be made to the UDO allowing Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts with conditions.

The Planning Director requests that the UDO Section 6.8.2 (D) reflect the following changes:

Section 6.8.2 Temporary Uses Permitted

D. Portable Storage Container (POD)

In any ~~residential~~ district, a Temporary Use Permit may be issued for a POD subject to the following regulations:

1. **In Residential Districts-**The use of one (1) container shall be limited to no more than thirty (30) consecutive days in any year. In the event of a catastrophic loss of property due to fire, flood or other physical calamity occurring on the property in question, the permit may be extended for two (2) additional thirty (30) day periods. The container

shall be placed on an all-weather surface and shall not be parked on a street right-of-way or in the rear of the property.

2. In Industrial and Commercial Districts- One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to include provisions for Portable Storage Units (POD) as a temporary use in Industrial and Commercial Districts is a relevant amendment which coincides with the needs of these districts.

RECOMMENDATIONS:

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

Planning Commission may:

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

ATTACHMENTS:

1. UDO Excerpt with proposed changes

Section 6.8.2

Temporary Uses Permitted

D. Portable Storage Container (POD)

In any ~~residential~~ district, a Temporary Use Permit may be issued for a POD subject to the following regulations:

1. **In Residential Districts-**The use of one (1) container shall be limited to no more than thirty (30) consecutive days in any year. In the event of a catastrophic loss of property due to fire, flood or other physical calamity occurring on the property in question, the permit may be extended for two (2) additional thirty (30) day periods. The container shall be placed on an all-weather surface and shall not be parked on a street right-of-way or in the rear of the property.
2. **In Industrial and Commercial Districts-** One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.

At the August 6, 2020 meeting **Mr. Ankerson** explained that the request was initiated because he had numerous inquiries and questions regarding placing Conex Boxes or Storage PODS in Commercial districts. The UDO does not have any allowances for this type of storage container in a Commercial district and it has been interpreted by prior administration that this type of storage container is not allowed in a Commercial district.

The problem with this is that businesses like Lowes and other Big Box stores have different types of Conex or storage boxes during holiday seasons or for overstock situations. Although Lowe's has never been made to remove the containers, he has had to deny other businesses this type of storage unit because of the way the UDO reads. He wants to allow temporary use of these storage units for all businesses with stipulations for appearances.

At the August meeting there was discussion regarding length of time the permit would be valid and time extensions, fence requirements, and fee amount for a permit. The Commissioners voted to table the request until Mr. Ankerson could incorporate the

discussed items into the proposed amendment and bring it back before them for further review.

Mr. Ankerson reminded the Commissioners they had asked him to look at possibly taking the requirement for opaque fencing out of the original proposed amendment, addressing a way to make sure the containers and the area around the containers were kept up, extending the time period for placement of the container, and also to check with some of the businesses to make sure the amendment would not be creating a hardship on the business if the amendment went by the 25,000 square foot requirement proposed.

Mr. Ankerson noted that he had removed the opaque fencing requirement and had added some verbiage for Code Enforcement issues. He also proposed a one hundred eighty (180) day permit with a renewal period of an additional one hundred eighty (180) days.

Mr. Ankerson stated that he looked at some of the businesses mentioned in the previous meeting. For example, Lowes has one portable container and several semi-trailers that come and go. If they were allowed one (1) container per 25,000 square feet they would be allowed six (6) storage containers. He noted the city does not have many big box businesses yet but by using the 25,000 square foot requirement it would help prevent overcrowding of some of the smaller businesses that are outside of the Highway Commercial area in a C-1 or C-2 District which is closer to residential districts.

There was some discussion regarding businesses that were smaller than 25,000 square feet being able to have a storage container. **Mr. Ankerson** advised that a business that was smaller than 25,000 square feet wanting to have a storage container could apply for a Special Exception and be reviewed on a case by case basis.

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the amendment as presented.

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

AYES: **David Wooten**
 Jimmy Green
 James Lee
 William Davis
 Josh Ward

ABSENT: **Kay C. Jamison**
 Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 1, 2020

Text Change

UDO Amendment

VII. NEW BUSINESS

- A. CONSIDER A REQUEST TO AMEND THE UDO TO REFLECT A TEXT CHANGE TO SECTION 6.8.2 TEMPORARY USES PERMITTED REGARDING PORTABLE STORAGE CONTAINERS (POD) (CITY INITIATED) (GPC #20-12-UDO)

NOTE: This item was tabled from August 6, 2020 Meeting

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: September 24, 2020
Subject: Consideration of an Amendment to Section 6.8.2 (D) of the Unified Development Ordinance (City Initiated) GPC #20-12-UDO

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would allow the use of Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts.

BACKGROUND:

The Unified Development Ordinance currently allows Portable Storage Containers (POD) as a temporary use in a Residential District with conditions. The Planning Director has requested to amend the UDO to allow Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts with conditions.

DISCUSSION:

The City of Gautier's Unified Development Ordinance currently allows the use of Portable Storage Containers (POD) as a temporary use in Residential Districts with conditions. The Planning Director requests that an amendment be made to the UDO allowing Portable Storage Containers (POD) as a temporary use in Industrial and Commercial Districts with conditions.

The Planning Director requests that the UDO Section 6.8.2 (D) reflect the following changes:

Section 6.8.2 Temporary Uses Permitted

D. Portable Storage Container (POD)

In any residential district, a Temporary Use Permit may be issued for a POD subject to the following regulations:

1. **In Residential Districts-**The use of one (1) container shall be limited to no more than thirty (30) consecutive days in any year. In the event of a catastrophic loss of property due to fire, flood or other

physical calamity occurring on the property in question, the permit may be extended for two (2) additional thirty (30) day periods. The container shall be placed on an all-weather surface and shall not be parked on a street right-of-way or in the rear of the property.

2. In Industrial and Commercial Districts- One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to include provisions for Portable Storage Units (POD) as a temporary use in Industrial and Commercial Districts is a relevant amendment which coincides with the needs of these districts.

RECOMMENDATIONS:

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

Planning Commission may:

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

ATTACHMENTS:

1. UDO Excerpt with proposed changes

D. Portable Storage Container (POD)

In any residential district, a Temporary Use Permit may be issued for a POD subject to the following regulations:

1. **In Residential Districts-**The use of one (1) container shall be limited to no more than thirty (30) consecutive days in any year. In the event of a catastrophic loss of property due to fire, flood or other physical calamity occurring on the property in question, the permit may be extended for two (2) additional thirty (30) day periods. The container shall be placed on an all-weather surface and shall not be parked on a street right-of-way or in the rear of the property.
2. **In Industrial and Commercial Districts-** One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.

Councilman Colledge made the motion to approve the Planning Commission's recommendation to deny the Special Exception, as presented, at 2013 Dailey Road, Gautier, MS in a R-1 Low Density Single-Family Residential Zoning District, PID #85700181.000 (GPC Case No. 20-21-SE). 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 457-2020 CITY
OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 20-21-SE
2013 DAILEY ROAD – MOBILE HOME IN A R-1 LOW DENSITY
SINGLE-FAMILY DWELLING
REGARDING PARCEL ID NO: 85700181.000

WHEREAS, an application for a Special Exception Permit to allow a mobile home in a R-1 Low Density Single-Family Dwelling was submitted by Bruce C. Barnett; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a mobile home, requires a Special Exception Permit in the R-1 Low Density Single-Family Dwelling; and

WHEREAS, the parcel subject to this Permit is located at 2013 Dailey Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its October 1, 2020 meeting, held a public hearing on this matter; and

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

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

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

WHEREAS, the City Council hereby finds that the proposed Special Exception (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

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

IT IS THEREFORE ORDERED that the Mayor and City Council denies the recommendation of the Planning Commission and approves the application submitted by Bruce C. Barnett on October 1, 2020 for a Special Exception Permit.

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/12/2020
Subject: Consider a request for a Special Exception that would allow a mobile home at 2013 Dailey Road in a R-1 Low Density Single-Family Residential Zoning District (GPC Case No. 20-21-SE)

REQUEST:

The Planning Department has received a request by Bruce C. Barnett for a Special Exception that would allow a mobile home at 2013 Dailey Road in a R-1 Low Density Single-Family Residential Zoning District, PID #85700181.000 (GPC Case No. 20-21-SE). The application fee of \$250 was paid on August 20, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

Location: 2013 Dailey Road, PID #85700181.000 (See Exhibit A)

General features of the proposed project:

Site Size: approximately 0.67 Acres

Potable Water and Wastewater Services: Existing from City

Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential

Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential.

Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Mobile Home, and Vacant Land.

Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential.

DISCUSSION:

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

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

Applicant Response: The Ordinance would deprive me from putting a Zone 3 mobile home in an area where a large percentage of the homes are mobile homes already. The property was purchased with the idea to put a mobile home on the property where a mobile home once existed.

Staff Finding: There are other Mobile homes in the immediate vicinity.

Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's

Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: My request will be in harmony with the City of Gautier's Unified Development Ordinance because I truly believe in the city and only want to provide the best home within my means. This will allow my family a home that we can be proud of in a city that we have made our home.

Staff Finding: Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.

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

Applicant Response: In the previous statement I stated that I purchased the land with the hope of creating a home for my family. If this is not approved, I will lose money on the land I purchased for my family.

Staff Finding: Staff finds that the circumstances are a result of the lack of due diligence of the applicant.

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

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

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

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

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

The property changes ownership

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

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

The UDO defines Hardship as:

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

(1) the land in question cannot yield a reasonable return if used only

(a) for a purpose allowed in that zone (applicable to special exceptions), or

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

RECOMMENDATION:

The Planning Commission recommends that City Council deny the Special Exception based on Unified Development Ordinance requirements for R-1 Zoning Districts.

The City Council may:

Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Complete Packet 20-21-SE
2. Excerpt GPC Meeting 10.01.20 (GPC 20-21-SE)

Excerpt from October 1, 2020 Planning Commission Meeting:

The Planning Department has received a request from Bruce C. Barnett for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential District, 2013 Dailey Road. (GPC Case No. 20-21-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that the Comprehensive Plan Future Land Use Designation was Medium Density Residential which did not include mobile homes. He also noted that he had looked at Google Maps which indicated that the mobile home that was previously there was removed sometime between 2013 and 2015.

REQUEST:

The Planning Department has received a request by Bruce C. Barnett for a Special Exception that would allow a mobile home at 2013 Dailey Road in a R-1 Low Density Single-Family Residential Zoning District, PID #85700181.000 (GPC Case No. 20-21-SE). The application fee of \$250 was paid on August 20, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 2013 Dailey Road, PID #85700181.000 (See Exhibit A)
2. General features of the proposed project:
Site Size: approximately 0.67 Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential.
6. Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Mobile Home, and Vacant Land.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential.

DISCUSSION:

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

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

Applicant Response: *The Ordinance would deprive me from putting a Zone 3 mobile home in an area where a large percentage of the homes are mobile homes already. The property was purchased with the idea to put a mobile home on the property where a mobile home once existed.*

Staff Finding: *There are other Mobile homes in the immediate vicinity.*

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

Applicant Response: *My request will be in harmony with the City of Gautier's Unified Development Ordinance because I truly believe in the city and only want to provide the best home within my means. This will allow my family a home that we can be proud of in a city that we have made our home.*

Staff Finding: *Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.*

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

Applicant Response: *In the previous statement I stated that I purchased the land with the hope of creating a home for my family. If this is not approved, I will lose money on the land I purchased for my family.*

Staff Finding: *Staff finds that the circumstances are a result of the lack of due diligence of the applicant.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a

use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Wooten asked if the applicant was present and wished to speak.

Bruce C. Barnett, stated that he was wanting to put a double wide mobile home on the property for his family to live in.

Chairman Wooten asked Mr. Barnett if it was represented to him that he would be able to place a mobile home on the property when it was purchased.

Mr. Barnett answered yes. **Gwen Parker**, Real Estate Agent with Wells Realty whom Mr. Barnett purchased the property from, stated that she bought the property from Real Estate Agent Phil Torjusen. She stated that she was told what the zoning was and that there were currently mobile homes on Dailey. She also commented that if Mr. Barnett could not place a mobile home on the property it would create a hardship for him because he was already committed to purchase the land.

Chairman Wooten asked if the mobile home the applicant wanted to put on the property was new or used.

Mr. Barnett stated that it was a used Zone 3 double wide.

Mr. Ankerson advised the Commissioners that the Zone 3 classification meant that the mobile home met the wind zone requirements.

There was discussion as to what the property was zoned prior to the City annexing it from Jackson County. **Commissioner Lee** stated that the rezoning to R-1 took place after Neel-Schaffer drafted the City's Unified Development Ordinance and the City adopted it in 2009.

Commissioner Davis asked if there had been any Special Exceptions previously approved for a mobile home where this was the situation.

Mr. Ankerson stated that there had not been. He also advised that if the request were approved it would create a precedence for this type of situation. A mobile home being allowed by a Special Exception in an area rezoned as R-1 would not be fulfilling the intent of the rezoning for the area to be brick and mortar structures.

Commissioner Lee stated that he did not remember a house being built on Dailey since the change in Zoning around 2010. He also stated that the area was deteriorating because it was originally designed for something other than what it is currently zoned for.

Sherry Luke, who lives next door to the subject property, stated that two homes had been built on Dailey in the last seven years and that she had lived in her home for over thirty years. She also stated that after the previous mobile home was removed from the property she had checked with a Real Estate agent about buying the property and was assured the property was no longer zoned for mobile homes and one could not be placed on the property. Mrs. Luke also said that several years ago when she tried to get her house refinanced the bank told her she was not eligible because the mobile home on the property next to her devalued her property.

Mr. Ankerson advised that the home built three years ago was actually on Bristol Street not Dailey Road.

ACTION TAKEN:

Chairman Wooten made a motion to recommend that City Council deny the Special Exception based on Unified Development Ordinance requirements for R-1 Zoning Districts.

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

AYES: **David Wooten**
 Jimmy Green
 William Davis

NAYS: **James Lee**
 Josh Ward

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 1, 2020

GPC #20-21-SE

Bruce C. Barnett

2013 Dailey Road

VII. NEW BUSINESS

1. Consider a request by Bruce C. Barnett for a Special Exception that would allow a mobile home at 2013 Dailey Road in a R-1 Low Density Single-Family Zoning District, PID #85700181.000 (GPC Case No. 20-21-SE)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: September 22, 2020

Subject: Consider a request for a Special Exception that would allow a mobile home at 2013 Dailey Road in a R-1 Low Density Single-Family Residential Zoning District (GPC Case No. 20-21-SE)

REQUEST:

The Planning Department has received a request by Bruce C. Barnett for a Special Exception that would allow a mobile home at 2013 Dailey Road in a R-1 Low Density Single-Family Residential Zoning District, PID #85700181.000 (GPC Case No. 20-21-SE). The application fee of \$250 was paid on August 20, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 2013 Dailey Road, PID #85700181.000 (See Exhibit A)
2. General features of the proposed project:
Site Size: approximately 0.67 Acres
3. Potable Water and Wastewater Services: Existing from City
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential.
6. Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Mobile Home, and Vacant Land.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential.

DISCUSSION:

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

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

Applicant Response: *The Ordinance would deprive me from putting a Zone 3 mobile home in an area where a large percentage of the homes are mobile homes already. The property was purchased with the idea to put a mobile home on the property where a mobile home once existed.*

Staff Finding: *There are other Mobile homes in the immediate vicinity.*

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

Applicant Response: *My request will be in harmony with the City of Gautier's Unified Development Ordinance because I truly believe in the city and only want to provide the best home within my means. This will allow my family a home that we can be proud of in a city that we have made our home.*

Staff Finding: *Staff finds that that the proposed use will not be in harmony with the Unified Development Ordinance, however; it is our opinion that the use will not be injurious to the neighborhood or general welfare.*

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

Applicant Response: *In the previous statement I stated that I purchased the land with the hope of creating a home for my family. If this is not approved, I will lose money on the land I purchased for my family.*

Staff Finding: *Staff finds that the circumstances are a result of the lack of due diligence of the applicant.*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

GPC 20-21-SE

TYPE OF REQUEST:

Special Exception



FEE:

\$250.00

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Bruce C. Barnett

Name of Business: _____

Address: P.O. Box 139 Escatawpa, MS 39562 Mailing Address (if different): _____

Email: _____

Address: _____

Phone: _____ Cell Phone: 228-218-0264

Reason for request, location and intended use of Property: Trailer's already on

property. To have a special exception granted to allow a mobile home to be put on the property. 2013 Dailey R-1

ATTACHMENTS REQUIRED AS APPLICABLE:

PID 85700181.000

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

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Date Received 8/20/2020 Verify as Complete Bals / SA

Fee Amount Received 250.00

179

Initials of Employee Receiving Application BL

Date of Application: 8-18-2020

I, Jason Duke, the fee simple owner of the following described property (give legal description):

COM SEC Lot 25 Dellwood HGTS E 1406.5' For POB E 150' N 195' W 150' S 195'

Tax parcel # 8-57-00-181.000

hereby petition to the City of Gautier to Grant a Special Exception of
2013 Bailey rd Gautier
 in

and affirm that Philip Torjusen Gwen Parker Glen Parker is hereby
Bruce Barnett BB
 designated to act as agent on my behalf to accomplish the above.

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

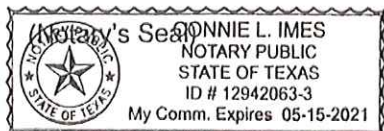
Jason Duke
 (Owner's Signature)

The foregoing instrument was acknowledged before me this 19th day of August
2020,
 20 by Jason Duke, who is
 personally known to me or has produced Drivers license
 as identification and who did take an oath.

Connie L Imes
 (Printed Name of Notary Public)

Connie L. Imes
 (Signature of Notary Public)

Commission # 12942063-3 My commission expires 5-15-2021



The Ordinance would deprive me from putting a zone 3 mobile home in an area where a large percentage of the homes are mobile homes already. The property was purchased with the idea to put a mobile on the property where a mobile home once existed.

My request will be in Harmony with the City of Gautier unified development because I truly believe in the city and only want to provide the best home within my means. This will allow my family a home that we can be proud of in a city that we have made our home.

In the previous statement I purchased the land with the hope of creating a home for my family. If this is not approved I will lose money on the land I purchased for my family.

Thank you for your consideration

2013 Daily Rd
Gautier MS 39553

8/20/20
Bruce Barnett

2013 Daily

I purchased the Land to put a zone 2-3 Mobile home. The land has already been cleared by the previous owner. The Mobile home that was there previously had city water and sewer. I will have the company I purchased the mobile home from to deliver it to the lot. After the mobile home is set up and will have all water and sewer connected

Bruce Barnett
8/20/20

85700181.000 DUKE JASON S

PIDN: 85700181.000

GISP: 771.12-03-0070.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: DUKE JASON S

Name 2:

Mailing Address: 2724 DOLPHIN DR

GAUTIER MS

39553

Site Address: 2013 DAILEY RD GAUTIER

Land Information

Section: 12

Acreage: .67

Township: 7S

Range: 7W

Street Name DAILEY
RD

Value and Tax Information

Total Assessed Value: 1229

Total Appraised Value: 8190

Improvement Value: 0

Land Value: 8190

Tax Amount: 180

SQ FT: 0 Year Built: 0000

Legal Description

Description: COM SEC LOT 25 DELLWOOD HGTS E

1406.5' FOR POB E 150' N 195' W

150' S 195' TO POB DB 1783-787

TRL#2009449 1970 12X70 PARKWOOD

(70 Map771.12-03)

Deed Book / Page: 1783 / 787

85700181.000 DUKE JASON S



EXHIBIT A

LOCATION MAP

Prepared by:
City of Gautier
Planning Department

Legend

- Gautier_Parcels_Clip
- GAUTIER_CITYLIMITS
- Centerlines_Clip



EXHIBIT B

ZONING MAP

Prepared by:
City of Gautier
Planning Department

Legend

-  Gautier_Parcels_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

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 MAP

Prepared by:
City of Gautier
Planning Department

Legend

-  Gautier_Parcels_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

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

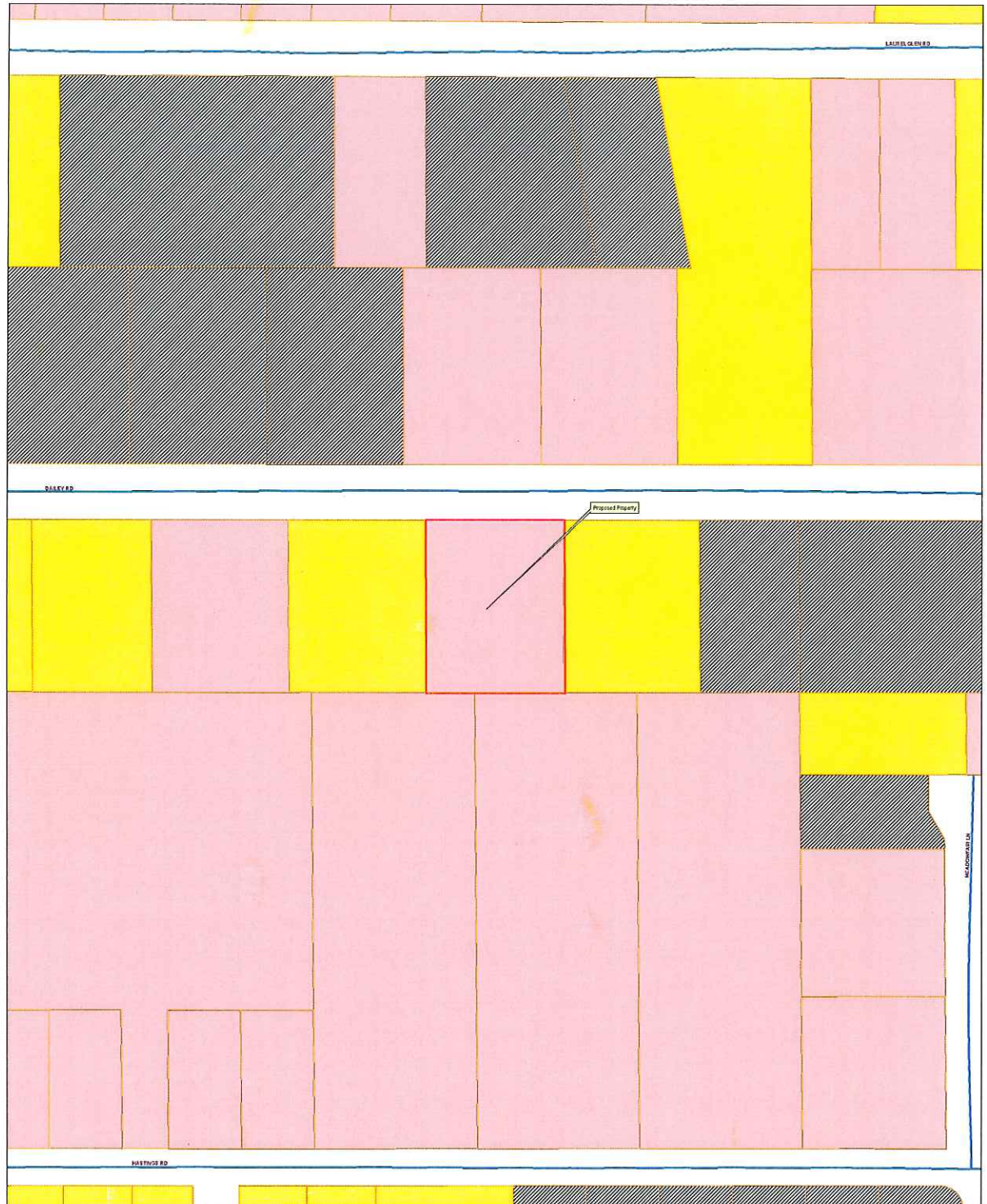


EXHIBIT D

FUTURE LAND USE MAP

Prepared by:
City of Gautier
Planning Department

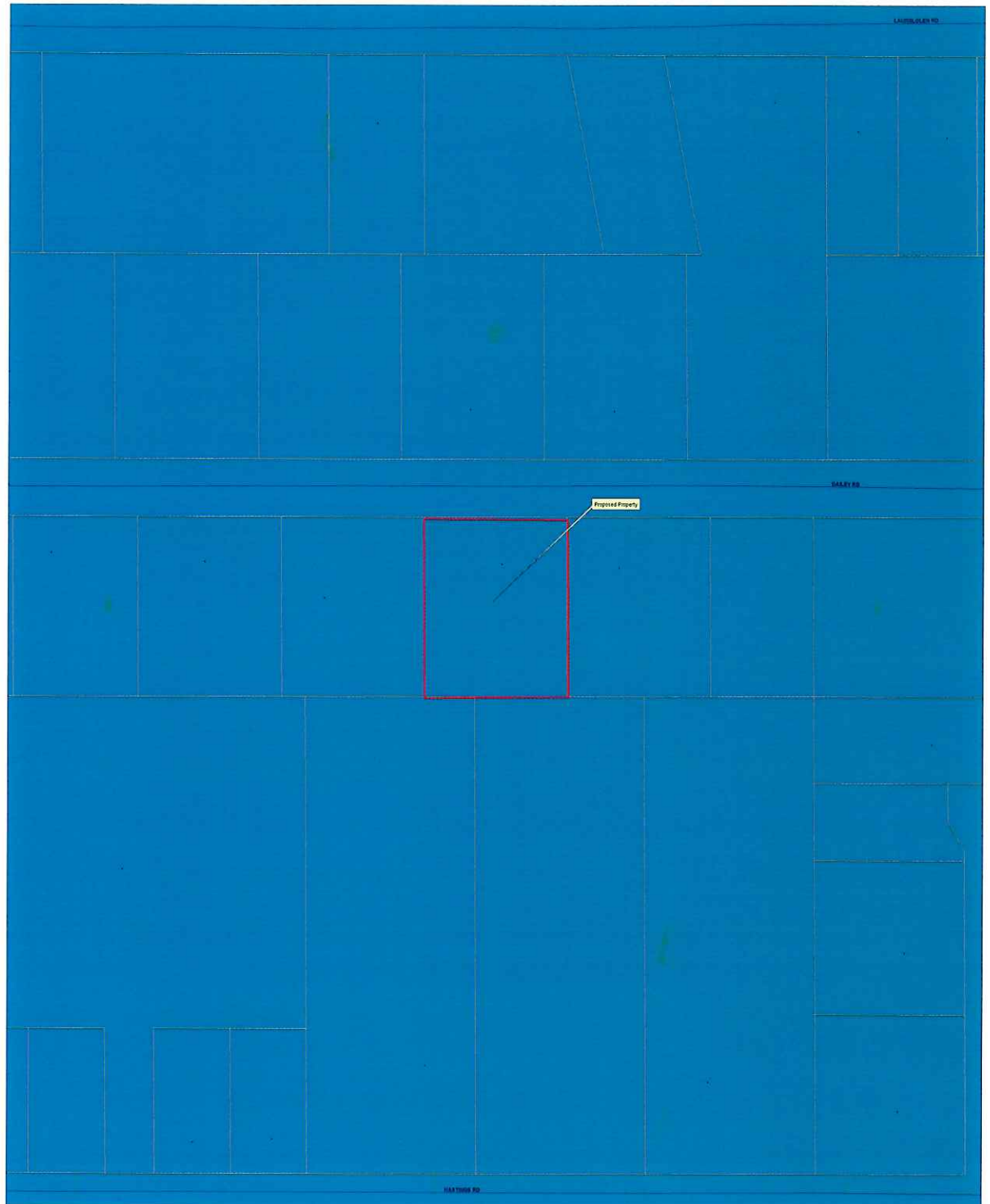
Legend

-  Gautier_Parcel_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

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



Councilwoman Martin made the motion to approve and submit the attached prioritized paving list 2021, as presented, to the Jackson County Board of Supervisors for various resurfacing throughout the City. 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 458-2020

WHEREAS, the City submits an annual prioritized paving list to the Jackson County Board of Supervisors for various resurfacing throughout the City; and

WHEREAS, the City has authority to seek such assistance from the County pursuant to Mississippi law; and

WHEREAS, the Mayor and Members of Council hereby find that submitting the attached prioritized list is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached prioritized paving list for 2021 is hereby approved and the City is hereby authorized to submit the attached prioritized paving list to the Jackson County Board of Supervisors for various resurfacing throughout the City of Gautier.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Contracts & Projects Administrator
Date: 10/13/2020
Subject: Authorization to approve and submit the prioritized paving list for 2021 to the Jackson County Board of Supervisors

REQUEST:

The City Manager and Contracts & Projects Administrator are requesting the City Council to approve and submit the attached prioritized paving list for 2021 to Jackson County Board of Supervisors for various resurfacing throughout the City.

BACKGROUND:

Jackson County uses their sub-contractor to perform all work

DISCUSSION:

The attached list is prioritized based on Council's submittals of roads within each ward and assessment of those roads by Ramona Morgan using the Council's wish list as a guide. The approximate number of residents on each street was considered. Please note, at the direction of the County Road Manager, the list is very liberal and could be in excess of the funds allocated, or it could be less. The figures contained on the list are approximate estimates and could ultimately vary.

RECOMMENDATION:

The City Manager and Contracts & Projects Administrator recommend the City Council approve the attached prioritized paving list.

The City Council May:

1. Approve the attached prioritized paving list; or
2. Not approve the attached prioritized paving list.

ATTACHMENTS:

1. Final Paving List 2021

Councilman Vaughan made the motion to accept a Tourism Development Grant from the Mississippi Development Authority, as presented, and authorization to provide matching funds. 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:

ORDER NUMBER 459-2020

WHEREAS, the City of Gautier has been awarded a \$2,750 grant from the Mississippi Development Authority; and

WHEREAS, a match of \$2000 is required by the City; and

WHEREAS, the Tourism Development Grant shall be used primarily for advertising and marketing events that attract overnight visitation; and

WHEREAS, said marketing will include hosting a COVID-friendly “drive-in” music event called “Can’t stop the Music” and will be in partnership with the Mississippi Songwriters Alliance; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a Tourism Development Grant in the amount of \$2,750.00.

IT IS FURTHER ORDERED and confirmed that matching funds in the amount of \$2,000.00 are available.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020. ¹⁹¹

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 10/13/2020
Subject: Acceptance of Tourism Development Grant (FY 2021)

REQUEST:

The Grants and Projects Department requests City Council authorization to accept a Tourism Development Grant from the Mississippi Development Authority and authorization to provide matching funds

BACKGROUND:

The Tourism Development Grant Program supports community events which promote Mississippi's heritage, culture and unique assets. The program encourages regional partnerships in the development and promotion of Mississippi's historic and diverse story. The primary use of grant funds is for advertising and marketing for events that attract overnight visitation. At least 50 percent of the grant must be used for advertising and marketing. Events must occur between Oct. 1, 2020 and June 30, 2021.

DISCUSSION:

The City has been awarded a \$2,750 grant to host a COVID-friendly "drive-in" music event in Gautier. The event will be called Can't Stop the Music and will be in partnership with the Mississippi Songwriters Alliance. Can't Stop the Music is a direct response to the many events that were canceled due to the pandemic. Participants will stay in their cars and listen to the live concert via a radio signal transmitter. Large screens will show live video for those parked farther away to see easily. The City must provide a \$2,000 match.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council accept a Tourism Development Grant from the Mississippi Development Authority 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.

ATTACHMENTS:



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

October 1, 2020

Ms. April Stennett
City of Gautier
3330 Hwy 90
Gautier, MS 39553

Dear Ms. Stennett,

The Mississippi Tourism Development Grant Review Committee has approved your application for the **FY21 Tourism Development Grant Award - Cant Stop the Music - TDG0017** - in the amount of **\$2750**.

Please complete the following documents and return to MDA –Visit Mississippi within 10 business days;

- The packet containing an E-Paymode Acknowledgement form, W-9 Request for Taxpayer Identification Number and Minority Vendor Certification form.
- Form letter for acceptance of grant. Retype this letter on **your letterhead** and be sure to fill all of the blanks.

You will receive your check for the amount listed above once we receive your Project Clearance Report. Also enclosed is a Sample Invoice that should be completed with the Project Clearance Report. **PLEASE REMEMBER THAT A MINIMUM OF 50 PERCENT OF YOUR GRANT MUST BE USED FOR ADVERTISING, AND THE VISIT MISSISSIPPI LOGO MUST BE USED IN YOUR ADVERTISING AND MARKETING CAMPAIGNS.** In-kind advertising will not be accepted.

Please contact Yvonne Layton at ylayton@mississippi.org should you have questions concerning your grant. We look forward to working with you on fulfilling your application.

Warmest regards,

D. Craig Ray
Director Visit Mississippi
Mississippi Development Authority

Visit Mississippi is committed to keeping up with information from local, state and national partners regarding the evolving COVID-19 outbreak. The health and safety of our citizens and visitors are of the utmost importance for Mississippi's tourism industry.

Please refer first to the Mississippi Department of Health for all state directives.

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. 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 460-2020

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

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

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

Motion was made by **Councilwoman Martin**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES PURCHASE POWER Account Number 001-092-607	203345	10/20/2020	09/29/2020			1,221.00	
		Description POSTAGE METER SN-0861004		Invoice # 0434-6213	Date 09/20/2020	P.O.	Amount	1,221.00
001	DIRECTV LLC Account Number 001-161-698	203346	10/20/2020	09/29/2020			165.00	
		Description WEST STN: 022727663 (NOV)		Invoice # 10132020	Date 10/14/2020	P.O.	Amount	165.00
001	SECURE NETWORKS LLC Account Number 001-092-698	210001	10/20/2020	10/01/2020			2,280.00	
		Description NOV 2020 NETWORK SERVICES		Invoice # 4306	Date 09/14/2020	P.O.	Amount	2,280.00
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	210002	10/20/2020	10/01/2020			403.30	
		Description CITY FACILITIES		Invoice # 17 100378046	Date 09/22/2020	P.O.	Amount	403.30
001	O'REILLY AUTO PARTS Account Number 001-100-570	210004	10/20/2020	10/01/2020			626.40	
		Description AC SEAL KIT, FILTER DRIER:U#59		Invoice # 1978179721	Date 08/31/2020	P.O.	Amount	46.46
		CDT RTN: AC SEAL KIT U #59		1978179730	08/31/2020			-16.99
		SEAL WSHR (2): U #12405		1978179753	08/31/2020			5.12
		SEAL WSHR(2), PAG OIL:U #16808		1978179951	09/02/2020			12.19
		CABIN FILTER: U #33		1978180042	09/03/2020			9.97
		CABIN FILTER (2):FORD EXPLORER		1978180053	09/03/2020			15.40
		5GAL TRACTOR FLUID (4)		1978181101	09/13/2020			199.96
		SEAL WSHR (3), C-HOSE: U#11272		1978181870	09/21/2020			34.04
		PAG OIL: U #11272		1978181870	09/21/2020			7.07
		FUEL FILTER: WOOD CHIPPER		1978181883	09/21/2020			4.99
		1GAL ANTIFREZ (6): PD VEHICLES		1978181998	09/22/2020			107.94
		1QT TRANS FLUID (6): U #11272		1978182049	09/22/2020			41.94
		LIGHT SOCKET (2): U #74		1978182050	09/22/2020			9.98
		FUNNEL		1978182917	09/23/2020			3.99
		SEMI-MET PAD: U #10508		1978182704	09/28/2020			29.60
		FUEL & OIL FILTER,1GAL OIL(3)		1978182722	09/28/2020			95.72
		WIPER BLADE (2)		1978182722	09/28/2020			19.02
001	BELL AUTO PARTS INC Account Number 001-170-639	210018	10/20/2020	10/05/2020			13.95	
		Description MOTOR TRMT,PLUG (2):WD CHIPPER		Invoice # D058323	Date 09/21/2020	P.O.	Amount	13.95
001	TEC Account Number 001-092-605	210020	10/20/2020	10/05/2020			124.83	
		Description MONTHLY LONG DISTANCE		Invoice # 1005069	Date 10/01/2020	P.O.	Amount	124.83
001	MALLETTE BROTHERS CONSTRUCTION INC Account Number 001-201-576	210021	10/20/2020	10/05/2020			19.20	
		Description 1.60 ASPHALT CY		Invoice # 21804	Date 09/30/2020	P.O.	Amount	19.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	210023	10/20/2020	10/06/2020			1,462.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	HD ANGLE BROOM		902162	08/26/2020			16.14
	001-170-513	TREATED LUMBER (7):MOVIE SCRN		923506	08/27/2020			76.93
	001-170-513	TREATED LUMBER (25):MOVIE SCRN		923505	08/27/2020			274.75
	001-170-513	TREATED PLYWOOD (12):MOVIE SCRN		901160	08/27/2020			405.48
	001-170-513	DW HAMMER TOOL,YEL CALIBER		901160	08/27/2020			32.83
	001-170-513	3' PIN,5GAL PRIMER,580FL PAINT		901160	08/27/2020			212.78
	001-170-513	PAINT BRS,BUCKET(2),PAINT GRID		901160	08/27/2020			19.39
	001-170-513	HD CAGE FRAME, MD STRAP (16)		901160	08/27/2020			52.84
	001-161-510	8 ROLLS PAPER TOWELS (2)		901260	08/28/2020			26.56
	001-170-513	SUPPLIES: MOVIE SCREEN		901336	08/28/2020			63.87
	001-170-513	HEX SCREWS 100 CT,ZINC STRAP		901432	08/28/2020			63.39
	001-161-510	8 ROLLS PAPER TOWELS (2)		909865	09/03/2020			26.56
	001-170-634	TREATED LUMBER:CITY PARK PIER		901792	09/09/2020			11.35
	001-170-513	10OZ WHITE CAULK(6):MOVIE SCRN		910200	09/10/2020			14.10
	001-161-510	8 ROLLS PAPER TOWELS (2)		923620	09/12/2020			26.56
	001-161-559	32CT WATER(16),WING NUT,F-WSHR		901725	09/14/2020			80.38
	001-161-510	8 ROLLS PAPER TOWELS		901889	09/14/2020			13.29
	001-100-559	PLUNGER,VISE GRIP,PAIL,DRANO		902492	09/17/2020			27.57
	001-161-510	LIBMAN HP WET MOP		911467	09/18/2020			17.37
001	GOVERNMENT BRANDS SHARED SERVICES	210026	10/20/2020	10/06/2020			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	OCT 2020 COURT CHARGES		INV202658	10/01/2020			1,475.00
001	CENTERPOINT ENERGY	210027	10/20/2020	10/06/2020			82.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:8/25-9/24/20		11000885-1	10/01/2020			41.54
	001-161-630	SOUTH FIRE STN:8/25-9/24/20		11000999-0	10/01/2020			40.88
001	SPARKLIGHT	210028	10/20/2020	10/06/2020			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2020: #107571481		09242020	10/01/2020			147.06
001	ACE DATA STORAGE INC	210037	10/20/2020	10/07/2020			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SEP 2020-SHREDDING SERVICE		73995	10/01/2020			105.00
001	MSC 7511	210038	10/20/2020	10/07/2020			226.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV3857177	09/18/2020			160.26
	001-100-699	MPC2504EX USAGE: B/W		INV3857177	09/18/2020			6.99
	001-100-699	MPC2504EX USAGE: COLOR		INV3857177	09/18/2020			59.14
001	SINGING RIVER ELECTRIC COOPERATIVE	210039	10/20/2020	10/07/2020			1,046.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		09192020	09/28/2020			328.76
	001-170-631	BACOT PARK 10137		09192020	09/28/2020			562.46
	001-201-629	SIGNAL LIGHTS 10138		09192020	09/28/2020			130.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	210039	10/20/2020	10/07/2020			1,046.53	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT SPLASHPAD	103751001	09192020	09/28/2020			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	210042	10/20/2020	10/07/2020			8,835.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		09182020	09/25/2020			5,998.19
	001-201-629	SIGNAL LIGHTS 10054		09182020	09/25/2020			622.88
	001-092-631	CITY HALL 10054		09182020	09/25/2020			1,002.45
	001-170-631	FRAZIER PARK 10054		09182020	09/25/2020			51.48
	001-170-631	SENIOR BLDG 10054		09182020	09/25/2020			193.83
	001-161-631	CENTRAL FD 10054		09182020	09/25/2020			468.55
	001-170-631	CITY PARK 10054		09182020	09/25/2020			105.35
	001-092-631	PUBLIC WORKS 10054		09182020	09/25/2020			365.65
	001-092-631	HWY 90 SIGN 10054		09182020	09/25/2020			26.98
001	SPARKLIGHT	210047	10/20/2020	10/07/2020			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	OCT 2020: #120793682		09242020	10/01/2020			84.62
001	TRIPLE J LLC	210048	10/20/2020	10/07/2020			52.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR TIRE, BALANCE: U #55		1002834	09/02/2020			32.98
	001-100-638	REPR TIRE: U #51		1002877	09/22/2020			19.99
001	COG ENTERPRISE FUND	210049	10/20/2020	10/07/2020			4,990.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		10012020	10/01/2020			4,990.00
001	AUTO TRUCK AND TRAILER PARTS INC	210050	10/20/2020	10/08/2020			1,402.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	WIRE TERMINAL,DYE,COOLANT(3)		284667	09/02/2020			39.07
	001-100-570	BATT: U #19685		284668	09/02/2020			130.00
	001-100-570	CONTROL ARM (3): U #12405		284665	09/03/2020			185.92
	001-100-570	CONTROL ARM: U #12405		284666	09/03/2020			105.59
	001-161-638	CAP: E5		284670	09/03/2020			8.17
	001-100-570	CONTROL ARM (2): U #16808		284663	09/03/2020			142.24
	001-100-570	CONTROL ARM (2): U #16808		284664	09/03/2020			130.76
	001-100-570	BELT, FUEL CLEANER: U #57		284763	09/08/2020			40.41
	001-100-570	SWIVEL, LUCAS OIL		284772	09/09/2020			47.10
	001-100-570	LOCTITE, CONTROL ARM: U #12405		284841	09/10/2020			66.23
	001-100-570	CLIP(2),LOCTITE (2), CTRL ARM		284880	09/17/2020			113.90
	001-100-570	CTRL ARM: U #12405		284884	09/17/2020			64.52
	001-100-570	RADIATOR: U #55		284963	09/18/2020			165.71
	001-100-570	ADDITIVE (8): DODGE CHARGERS		285060	09/23/2020			103.20
	001-100-570	ANTIFREZ (2): U #10508		285159	09/29/2020			32.28
	001-100-570	SEAFOAM (2): POLARIS		285183	09/29/2020			13.94
	001-161-638	WIPER (2)		285193	09/30/2020			13.00
001	HUB INTERNATIONAL GULF SOUTH	210051	10/20/2020	10/08/2020			294,606.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	COMMERICAL PROPERTY		2017918	09/29/2020			80,705.62
	001-092-625	MARINE-BOAT COVERAGE		2017927	09/29/2020			3,050.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HUB INTERNATIONAL GULF SOUTH	210051	10/20/2020	10/08/2020			294,606.17	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	CYBER/NETWORK SEC LIABILITY		2017961	09/29/2020		4,450.88	
	001-092-625	PUBLIC OFFICIAL RENEWAL		2017970	09/29/2020		7,823.00	
	001-092-625	LAW ENFORCEMENT RENEWAL		2017979	09/29/2020		50,929.00	
	001-092-625	EMP PRACTICES LIAB RENEWAL		2017991	09/29/2020		14,788.00	
	001-092-625	GEN LIABILITY-CRIME RENEWAL		2017995	09/29/2020		59,457.00	
	001-092-625	COMMERCIAL AUTO RENEWAL		2018002	09/29/2020		62,934.00	
	001-092-625	WIND DEDUCTIBLE BUYBACK		2020641	09/30/2020		10,468.67	
001	JACKSON COUNTY ADULT DETENTION CENTER	210052	10/20/2020	10/08/2020			3,780.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	SEP 2020 ADC CHGS		09302020	10/01/2020		3,780.00	
001	MS DEPT OF FINANCE & ADMIN	210053	10/20/2020	10/08/2020			17,817.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2020 COURT ASSESSMENTS		09302020	10/01/2020		17,817.00	
001	MS DEPT OF PUBLIC SAFETY	210054	10/20/2020	10/08/2020			1,156.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2020 SPECIAL ASSESSMENTS		09302020	10/01/2020		1,156.00	
001	MS DEPT OF PUBLIC SAFETY	210055	10/20/2020	10/08/2020			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2020 INTERLOCK FEES		09302020	10/01/2020		400.00	
001	BORDIS & DANOS PLLC	210056	10/20/2020	10/08/2020			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	OCT 2020 RETAINER		87	10/01/2020		10,000.00	
001	BORDIS & DANOS PLLC	210057	10/20/2020	10/08/2020			531.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	FILING FEE-BOND VALIDATION		88	10/02/2020		158.00	
	001-060-602	TITLE WORK-SR MALL PROPERTY		88	10/02/2020		373.25	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	210059	10/20/2020	10/08/2020			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	SEP 2020 SUPPORT		09302020	10/05/2020		833.33	
001	FOSTERS A/C & HEATING INC	210060	10/20/2020	10/08/2020			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	SERV CALL: COURTROOM		W1074511	09/28/2020		105.00	
	001-100-635	ADD FREON R410A (2)		W1074511	09/28/2020		60.00	
001	SBM REPORTING LLC	210061	10/20/2020	10/08/2020			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	10/01/20 PLANNING MTG		MB1145	10/06/2020		175.00	
001	CENTER FOR GOVT & COMMUNITY DEV	210062	10/20/2020	10/08/2020			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	MMCCA WINTER WSHOP: CUMBEST		12092020	10/06/2020		165.00	
	001-040-681	MMCCA WINTER WSHOP: FARABEE		12092020	10/06/2020		165.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CHASSITY BILBO, CUSTODIAN	210064	10/20/2020	10/08/2020			117.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-104	REPL PY CK: STALE DATED	46364	09/28/2020				
	001-170-512	VINYL & TRANSFER TAPE	10022019	09/28/2020			30.52	
	001-170-512	RAFFLE TICKETS	10042019	09/28/2020			16.05	
	001-170-511	DECORATION: TKSGIVING LUNCH	11192019	09/28/2020			7.70	
	001-170-559	KEY: OFFICE	03102020	09/28/2020			7.97	
	001-170-559	TEMP HEAT GUN	04202020	09/28/2020			2.55	
	001-170-559	POSTAGE CERTIFIED LETTER	06012020	09/28/2020			16.04	
	001-170-638	CAR WASH: VAN	06182020	09/28/2020			6.95	
	001-170-639	BOLTS: HITCH	08132020	09/28/2020			10.00	
							20.00	
001	C SPIRE WIRELESS	210065	10/20/2020	10/08/2020			775.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	09/30/2020			47.19	
	001-040-605	ADMIN CELL PHONES	0030759348	09/30/2020			128.57	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	09/30/2020			201.60	
	001-090-698	IPAD SERVICE(3)	0030759348	09/30/2020			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	09/30/2020			94.38	
	001-170-605	RECREATION CELL PHONES	0030759348	09/30/2020			150.13	
	001-205-605	MAINT CELL PHONES	0030759348	09/30/2020			51.47	
001	CREDIT CARD CENTER	210070	10/20/2020	10/08/2020			1,643.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	WINDMETER-HH SKYMATE	08282020	08/31/2020			96.29	
	001-170-512	60 TRAFFIC CONES, 5 CAUTN TAPE	09012020	09/02/2020			1,360.22	
	001-170-513	DVDS: HOCUS FOCUS, GREASE	09042020	09/07/2020			19.02	
	001-092-625	NATIONWIDE INS CR: JUSTICE	09112020	09/11/2020			-255.98	
	001-170-512	PLASTIC BAGS (3)	09232020	09/24/2020			13.64	
	001-170-512	CLEANING SUPPLIES	09232020	09/24/2020			34.03	
	001-094-535	RAIN BOOTS: STENNETT, MORGAN	09242020	09/24/2020			93.07	
	001-094-535	RAIN SUITS: STENNETT, MORGAN	09232020	09/24/2020			101.90	
	001-170-513	CANDY: HALLOWEEN EVENT	09232020	09/24/2020			181.79	
001	DELTA COMPUTER SYSTEMS INC	210077	10/20/2020	10/08/2020			541.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	OCT 2020 ACCT SOFTWARE MAINT	MN140769	09/15/2020			370.00	
	001-092-698	OCT 2020 PRIV LIC SW MAINT	MN140770	09/15/2020			150.00	
	001-092-698	OCT 2020 VOTER REG SW MAINT	MNHR002736	09/15/2020			21.00	
001	MSC 7511	210105	10/20/2020	10/13/2020			1,445.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	FFO200-01 RENTAL FEE	INV3884502	10/05/2020			470.88	
	001-092-698	MPC80003SP USAGE: B/W	INV3884502	10/05/2020			332.07	
	001-092-698	MPC80003SP USAGE: COLOR	INV3884502	10/05/2020			586.04	
	001-090-698	C4502 USAGE: B/W	INV3884502	10/05/2020			20.68	
	001-090-698	C4502 USAGE: COLOR	INV3884502	10/05/2020			36.03	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T MOBILITY	210106	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	100.60	
	001-161-605	CELL SERVICE (2)		10052020	09/27/2020		Amount	100.60
001	ADVANCE AUTO PARTS	210108	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	25.72	
	001-161-638	128-OZ TURL CAR WASH (4)		4264	09/06/2020		Amount	25.72
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	210109	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	219.01	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3121655285	10/01/2020		Amount	219.01
001	FUELMAN	210110	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	2,065.83	
	001-090-525	UNL FUEL		NP58960083	10/05/2020		Amount	21.09
	001-100-525	UNL FUEL		NP58960083	10/05/2020			1,543.54
	001-161-525	UNL & DSL FUEL		NP58960083	10/05/2020			308.72
	001-170-525	UNL FUEL		NP58960083	10/05/2020			162.68
	001-205-525	DSL FUEL		NP58960083	10/05/2020			29.80
001	AIRGAS USA LLC	210112	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	215.89	
	001-205-588	CYLINDER RENTAL		9974134713	09/30/2020		Amount	215.89
001	DELTA SANITATION OF MS LLC	210114	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	35.00	
	001-170-698	FRAZIER PORT O LET		000111639	09/30/2020		Amount	35.00
001	SPARKLIGHT	210116	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	91.88	
	001-100-699	OCT 2020 SUBSTN: #107718827		10012020	10/08/2020		Amount	91.88
001	SPARKLIGHT	210117	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	71.37	
	001-100-699	OCT CABLE BOX: #118476316		10012020	10/08/2020		Amount	71.37
001	SPARKLIGHT	210118	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	213.68	
	001-100-699	OCT 2020: #107718371		10012020	10/08/2020		Amount	213.68
001	REYNOLDS WHOLESALE CO	210120	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	255.35	
	001-161-596	360/BAG TOOTSIE ROLL (20)		67583	10/07/2020	210038	Amount	110.00
	001-161-596	60/BAG GUMMI CANDY (8)		67583	10/07/2020	210038		55.60
	001-161-596	240/BAG MINI MARS CHOC (5)		67583	10/07/2020	210038		89.75
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	210122	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	248.90	
	001-022-660	PO-EL 102 TEST (11)		58105CON06	09/28/2020	201002	Amount	156.75
	001-022-660	ADMIN FEE		58105CON06	09/28/2020	201002		92.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF SALES AND SUPPLY INC	210123	10/20/2020	10/13/2020			263.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	AAA ALKALINE BATT 96/BX (2)		504314	10/09/2020	210020		138.24
	001-100-559	AA ALKALINE BATT 96/BX (2)		504314	10/09/2020	210020		124.80
001	CUSTOM PRODUCTS CORPORATION	210124	10/20/2020	10/13/2020			1,184.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGN (2)		339591	09/02/2020	200932		43.70
	001-201-565	18X24 NO DUMPING SIGN (3)		339591	09/02/2020	200932		73.65
	001-201-565	30X30 DEAD END SIGN (3)		339591	09/02/2020	200932		147.03
	001-201-565	18X24 SLOW LOVE CHILDREN (5)		339591	09/02/2020	200932		132.75
	001-201-565	18X24 SPECIAL NEEDS CHILD (2)		339591	09/02/2020	200932		78.86
	001-201-565	SHIPPING		339591	09/02/2020	200932		55.64
	001-201-565	SPEED LIMIT 25 (2)		341587	10/07/2020	210003		49.10
	001-201-565	SPEED LIMIT 30 (2)		341587	10/07/2020	210003		49.10
	001-201-565	STREET SIGN (26)		341587	10/07/2020	210003		497.64
	001-201-565	FREIGHT		341587	10/07/2020	210003		56.88
001	AIRGAS SOUTH	210125	10/20/2020	10/13/2020			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-639	REPAIR WELDING MACHINE		9105446416	09/24/2020	201004		100.00
001	SUN HERALD	210128	10/20/2020	10/13/2020			1,543.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: AD VALOREM TAX LEVY		0004743767	09/06/2020	200946		243.00
	001-040-615	NOTICE: FY 2019 AUDIT REPORT		0004747612	09/09/2020	200977		542.22
	001-040-615	NOTICE: FY 2020 S WASTE FUND		0004752712	09/20/2020	200986		758.20
001	POWELL CONSTRUCTION SERVICES INC	210129	10/20/2020	10/13/2020			2,270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	REPL BAD CONTROLLER MB-GV ROAD		3146	10/07/2020	201008		2,270.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	210130	10/20/2020	10/13/2020			898.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	LTR FILE FOLDERS 24PK		3457216564	09/24/2020	201001		6.99
	001-100-500	SHARPIE PERM MARKER FINE DZ		3457216564	09/24/2020	201001		5.48
	001-100-500	CANON PGI-220 INK 3PK (2)		3457307927	09/25/2020	201001		83.98
	001-045-500	MINI BINDER CLIPS 60CT		3457307918	09/25/2020	201005		.91
	001-040-500	COPY PAPER 8.5X11 CS/500		3457307918	09/25/2020	201005		399.90
	001-040-500	STAPLES 5000 BOX		3457307918	09/25/2020	201005		4.45
	001-040-500	WITE-OUT TAPE 10PK		3457307918	09/25/2020	201005		10.69
	001-040-500	PAPER CLIPS 1000CT (2)		3457307918	09/25/2020	201005		4.58
	001-040-500	#19 RUBER BANDS 1640PK		3457307918	09/25/2020	201005		1.80
	001-021-500	INV TAPE 12PK		3457307918	09/25/2020	201005		6.44
	001-021-500	BIC PENS FINE POINT DZ		3457307918	09/25/2020	201005		10.55
	001-021-500	PILOT G2 RET GEL PEN DZ		3457307918	09/25/2020	201005		10.99
	001-021-500	BROTHER TN-221C CYAN TONER		3457307918	09/25/2020	201005		56.12
	001-021-500	BROTHER TN-221M MAGENTA TONER		3457307918	09/25/2020	201005		56.12
	001-021-500	BROTHER TN-221 BLACK TONER		3457307918	09/25/2020	201005		73.08
	001-021-500	HP 952XL, 952 BLACK HY 4PK		3457307918	09/25/2020	201005		89.09

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	210130	10/20/2020	10/13/2020			898.24	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-045-500	HD TRIPLE WALL FILE BOX	3457307924	09/25/2020	201005		27.08	
	001-045-500	LEGAL STORAGE BOX 12PK	3457307926	09/25/2020	201005		49.99	
001	CUPIT SIGNS INC	210131	10/20/2020	10/13/2020			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	6X18 CAPT PARKING SIGN	32627A	10/13/2020	210048		12.00	
	001-100-635	2X2 METAL SIGN PRISONER LZ (2)	32627A	10/13/2020	210048		128.00	
001	CIFRA CONSTRUCTION COMPANY LLC	210133	10/20/2020	10/13/2020			5,980.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-565	SIGN REPL WESTGATE SUBDIVISION	200787	10/02/2020	200787		5,980.00	
001	OCCUPATIONAL HEALTH CENTER INC	210134	10/20/2020	10/13/2020			565.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYSICAL: HALVORSEN	218417	10/06/2020	201003		65.00	
	001-022-604	PRE-EMP DRUG SCREEN: HALVORSEN	218417	10/06/2020	201003		30.00	
	001-100-604	PRE-EMP DRUG SCREEN: MCGHEE	218417	10/06/2020	200995		60.00	
	001-100-604	PRE-EMP PHYSICAL: MCGHEE	218417	10/06/2020	200995		65.00	
	001-100-604	PRE-EMP DRUG SCREEN: HUDGINS	218417	10/06/2020	200995		60.00	
	001-100-604	PRE-EMP PHYSICAL: HUDGINS	218417	10/06/2020	200995		65.00	
	001-022-604	PRE-EMP PHYSICAL: LANE	218417	10/06/2020	200990		65.00	
	001-022-604	PRE-EMP DRUG SCREEN: LANE	218417	10/06/2020	200990		30.00	
	001-161-604	PRE-EMP PHYSICAL: SMALL	218417	10/06/2020	201011		65.00	
	001-161-604	PRE-EMP DRUG SCREEN: SMALL	218417	10/06/2020	201011		60.00	
001	AT&T GLOBAL NETWORK SERVS LLC	210147	10/20/2020	10/15/2020			229.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC EQUIPMENT CHARGES	GH88818	10/01/2020			229.64	
FUND TOTAL	1 Claims	to	Checks	57 Total	375,798.25 Manual	Held	Total	375,798.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	210083	10/20/2020	10/08/2020			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-686	ANNUAL ADMIN FEE		9181	09/30/2020			
FUND TOTAL 130 Claims	to	Checks	1 Total	2,000.00	Manual	Held	Total	2,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	MALLETTE BROTHERS CONSTRUCTION INC	210019	10/20/2020	10/05/2020				
	Account Number	Description		Invoice #	Date	P.O.	507.62	
	176-170-559	14.93 LIMESTONE TN		21805	09/30/2020		Amount	507.62
176	LOWES HOME CENTERS INC	210024	10/20/2020	10/06/2020				
	Account Number	Description		Invoice #	Date	P.O.	65.27	
	176-170-635	20A-125V OUTLET:SHEP MOB HOME		901277	09/01/2020		Amount	
	176-170-635	JAB SAW, 20A-125V OUTLET		902560	09/01/2020			16.99
	176-170-586	20A CKT BRKR: CAMPSITE		964933	09/03/2020			19.00
	176-170-586	20A-125V OUTLET, 20A CKT BRKR		901097	09/23/2020			8.19
								21.09
176	SINGING RIVER ELECTRIC COOPERATIVE	210040	10/20/2020	10/07/2020				
	Account Number	Description		Invoice #	Date	P.O.	2,417.90	
	176-170-631	PARK FACILITIES 76854002		09192020	09/28/2020		Amount	
	176-170-631	HOUSE 76855002		09192020	09/28/2020			1,986.93
	176-170-631	SSP WELCOME CENTER 108928002		09192020	09/28/2020			49.66
								381.31
176	AUTO TRUCK AND TRAILER PARTS INC	210063	10/20/2020	10/08/2020				
	Account Number	Description		Invoice #	Date	P.O.	59.70	
	176-170-639	PAINT PEN, WIRES, CB END, SWITCH		284650	09/02/2020		Amount	
	176-170-639	BATT CABLE		284679	09/02/2020			23.08
	176-170-639	SWTCH, 4 GAUGE WIRE		284684	09/02/2020			5.00
	176-170-639	OIL FILTER, CLAMP (4)		285088	09/24/2020			20.94
								10.68
176	C SPIRE WIRELESS	210066	10/20/2020	10/08/2020				
	Account Number	Description		Invoice #	Date	P.O.	51.47	
	176-170-605	CELL PHONE		0037059348	09/30/2020		Amount	
								51.47
176	FUELMAN	210113	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	37.57	
	176-170-525	UNL FUEL		NP58960083	10/05/2020		Amount	
								37.57
176	REYNOLDS WHOLESALE CO	210121	10/20/2020	10/13/2020				
	Account Number	Description		Invoice #	Date	P.O.	23.95	
	176-170-559	CS 12/8 BROWN ROLL TOWELS		67526	09/30/2020	201017	Amount	
								23.95
FUND TOTAL 176 Claims	to	Checks	7 Total	3,163.48	Manual	Held	Total	3,163.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	GOODWYN MILLS & CAWOOD INC	210078	10/20/2020	10/08/2020			98.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-762	SUBMTL REVIEW & RESPONSE		OB19001111	09/29/2020			98.75
FUND TOTAL 306 Claims	to	Checks	1 Total	98.75 Manual		Held	Total	98.75

Docket of Claims
 Release date from 10/20/2020 thru 10/20/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	ANDERSON ENVIRONMENTAL SERVICES	210086	10/20/2020	10/09/2020			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-762	ASBESTOS INSPECTION, LAB TEST		10082020	10/08/2020			1,500.00
FUND TOTAL 307 Claims	to	Checks	1 Total	1,500.00	Manual	Held	Total	1,500.00

Total	10,984.05
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	210003	10/20/2020	10/01/2020			128.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	AIR FILTER, CABIN FILTER		1978182723	09/28/2020			68.14
	400-650-638	OIL FILTER, 1QT MOTOR OIL (7)		1978182723	09/28/2020			26.42
	400-650-638	WIPER BLADE (2)		1978182723	09/28/2020			33.68
400	JACKSON COUNTY UTILITY AUTHORITY	210015	10/20/2020	10/05/2020			235,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	OCT 2020 TREATMENT CHGS		857	10/01/2020			235,473.00
400	CLEARWATER SOLUTIONS LLC	210017	10/20/2020	10/05/2020			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	SEP 2020 OPERATION FEE		GAUTIER094	10/01/2020			170,690.75
400	MALLETTE BROTHERS CONSTRUCTION INC	210022	10/20/2020	10/05/2020			2,120.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	26.28 RIP RAP TN		21804	09/30/2020			1,445.40
	400-651-585	6.87 RAP TN		21804	09/30/2020			206.10
	400-651-585	15.62 LIMESTONE TN		21804	09/30/2020			468.60
400	LOWES HOME CENTERS INC	210025	10/20/2020	10/06/2020			142.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	5GAL ROOF PAINT, ROOF SEALANT		999327	09/01/2020			112.02
	400-650-559	WASP SPRAY, 6PK BATT, WD-40		901355	09/24/2020			30.24
400	SINGING RIVER ELECTRIC COOPERATIVE	210043	10/20/2020	10/07/2020			3,915.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		09192020	09/28/2020			227.24
	400-651-631	LIFT STNS 17883		09192020	09/28/2020			2,279.19
	400-651-631	LIFT STNS 17884		09192020	09/28/2020			1,408.93
400	SINGING RIVER ELECTRIC COOPERATIVE	210044	10/20/2020	10/07/2020			7,537.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		09182020	09/25/2020			317.45
	400-651-631	LIFT STATIONS 17882		09182020	09/25/2020			2,774.42
	400-651-631	WATER WELLS 17882		09182020	09/25/2020			2,494.87
	400-651-631	CITY HALL SOUTH 17882		09182020	09/25/2020			1,951.18
400	ANSER	210045	10/20/2020	10/07/2020			420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 9/30/20 - 10/27/20		277-093020	09/30/2020			420.00
400	BORDIS & DANOS PLLC	210058	10/20/2020	10/08/2020			1,917.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	SUBPOENA FEES: JCUA LITIGATION		88	10/02/2020			1,449.02
	400-650-602	PER DIEM-BIRMINGHAM: JCUA LIT		88	10/02/2020			334.50
	400-650-602	CONF ROOM RENTAL-BIRMINGHAM		88	10/02/2020			133.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN TANK MAINTENANCE LLC	210080	10/20/2020	10/08/2020			34,447.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-669	MAINT CONTRACT: LARK ST	27834	10/01/2020			7,435.00	
	400-651-669	MAINT CONTRACT: MALL	27844	10/01/2020			9,141.50	
	400-651-669	MAINT CONTRACT: MARTIN BLUFF	27854	10/01/2020			6,899.50	
	400-651-669	MAINT CONTRACT: CENTRAL STN	27864	10/01/2020			10,015.50	
	400-651-669	MAINT CONTRACT: HWY 57	27874	10/01/2020			956.00	
400	COGENT STRATEGIES LLC	210081	10/20/2020	10/08/2020			7,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-601	PROFESSIONAL FEES	2033	10/08/2020			7,500.00	
400	2018-2019 BOND CONTINGENCY FUND	210103	10/20/2020	10/09/2020			10,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	S2018 CONTINGENCY FUNDING	10012020	10/01/2020			5,000.00	
	400-900-950	S2019 CONTINGENCY FUNDING	10012020	10/01/2020			5,000.00	
400	2018-2019 BOND DEPRECIATION FUND	210104	10/20/2020	10/09/2020			10,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	S2018 DEPRECIATION FUNDING	10012020	10/01/2020			5,000.00	
	400-900-950	S2019 DEPRECIATION FUNDING	10012020	10/01/2020			5,000.00	
400	SOUTHERN LINC	210107	10/20/2020	10/13/2020			89.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	OCT 2020 SERV CHGS	10676457	10/01/2020			80.00	
	400-650-698	TAXES/FEES	10676457	10/01/2020			9.52	
400	FUELMAN	210115	10/20/2020	10/13/2020			110.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP58960083	10/05/2020			110.24	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	210119	10/20/2020	10/13/2020			2,077.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	ROLL-OFF TIMBERLANE	2628247685	10/01/2020			2,077.94	
400	CENTRAL PIPE SUPPLY-JACKSON	210126	10/20/2020	10/13/2020			1,739.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	PVC CEMENT HOT 1QT (12)	1002255671	09/29/2020	200896		171.00	
	400-651-583	PVC PRIMER PURPLE 1QT (12)	1002255671	09/29/2020	200896		155.40	
	400-651-583	RECTORSEAL PIPE DOPE 1QT (5)	1002255671	09/29/2020	200896		150.00	
	400-651-581	BLUE TEFLON TAPE (45)	1002255671	09/29/2020	200896		146.25	
	400-651-581	PVC S/40 COUP S/W 3" (12)	1002255671	09/29/2020	200896		46.92	
	400-651-581	2" GALV COMP COUPLING (12)	1002255671	09/29/2020	200896		264.00	
	400-651-583	PVC S/40 45 ELL S/W 2" (12)	1002255671	09/29/2020	200896		26.64	
	400-651-581	HYMAX COUPLING 8" (2)	1002255671	09/29/2020	200896		531.34	
	400-651-581	PVC S/40 22 1/2 ELL S/W 2" (12)	0022556702	10/05/2020	200896		38.16	
	400-651-583	RECTORSEAL PIPE DOPE 1QT (7)	1002255673	10/06/2020	200896		210.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONTROL SYSTEMS INC	210127	10/20/2020	10/13/2020			1,563.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	DUPLEX CONTROLLER (3)		58976	10/06/2020	210037		1,065.00
	400-651-584	TERMINAL BOARD (3)		58976	10/06/2020	210037		474.00
	400-651-584	FREIGHT		58976	10/06/2020	210037		24.15
400	MUSCO-GULFPORT 1227	210132	10/20/2020	10/13/2020			3,751.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3 HB MAG GROUND RNG		0682597	10/09/2020	200747		31.00
	400-651-581	3 HB MAG GAL FLWMTR 25 NCR		0682597	10/09/2020	200747		3,575.00
	400-651-581	MINODE M WTR 1 PORT 5FT NCR		0682597	10/09/2020	200747		145.00
400	J H WRIGHT & ASSOCIATES INC	210135	10/20/2020	10/13/2020			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	OVERLOAD HEATER (3):MALL WELL		427264	09/30/2020	200998		60.00
	400-651-581	SHIPPING		427264	09/30/2020	200998		10.00
FUND TOTAL 400 Claims	to	Checks	20 Total	493,693.80	Manual	Held	Total	493,693.80

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	57 Total	375,798.25	Manual	Held	Total	375,798.25
FUND 130	Claims	to	Checks	1 Total	2,000.00	Manual	Held	Total	2,000.00
FUND 176	Claims	to	Checks	7 Total	3,163.48	Manual	Held	Total	3,163.48
FUND 306	Claims	to	Checks	1 Total	98.75	Manual	Held	Total	98.75
FUND 307	Claims	to	Checks	1 Total	1,500.00	Manual	Held	Total	1,500.00
FUND 355	Claims	to	Checks	1 Total	10,984.05	Manual	Held	Total	10,984.05
FUND 400	Claims	to	Checks	20 Total	493,693.80	Manual	Held	Total	493,693.80
FUND 404	Claims	to	Checks	1 Total	106,113.15	Manual	Held	Total	106,113.15
Total for all Funds			Checks	89 Total	993,351.48	Manual	Held	Total	993,351.48

Councilman Colledge made the motion to approve Consent Agenda Items 1-12, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 461-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-12 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

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

ORDER NUMBER 462-2020

WHEREAS, the City entered into a State Rental Agreement with RJ Young for the rental of a Ricoh MPC8003 on December 20, 2016; and

WHEREAS, the City desires to renew the lease with RJ Young for the rental of a Ricoh MPC8003 for the City Hall Administration and a BOGO unit for the Planning Department;

WHEREAS, the Mayor and Council Members find that renewing the attached lease agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to renew a State Rental Agreement with RJ Young Company for the rental of a Ricoh MPC8003 copier for the City Hall Administration and a BOGO unit for the Planning Department for forty-eight (48) months in the monthly amount of \$470.88.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 10/9/2020
Subject: Approval to renew a State Rental Agreement with RJ Young for the rental of a Ricoh MPC8003 for City Hall Administration and a BOGO for Planning Department.

REQUEST:

City Council authorization is requested for the City of Gautier to renew a State Rental Agreement with RJ Young for the rental of a Ricoh MPC8003 for City Hall Administration and a BOGO unit for the Planning Department.

BACKGROUND:

RJ Young offers a BOGO program with the purchase or lease of a new unit. RJ Young will provide City Hall with a new printer and the BOGO printer will be used by the Planning Department.

DISCUSSION:

The rental of the new unit was budgeted for 2020 for the Administration Department. The rental agreement is for 48 months in the amount of \$470.88 per month. The current rental was purchased in December 2016 for the same amount per month. RJ Young is still offering a BOGO program with the purchase or lease of a new unit. The BOGO unit will be used by the Planning Department.

RECOMMENDATION:

City Staff recommends City Council authorize the renewal of the State Rental Agreement with RJ Young for the rental of a Ricoh MPC8003 in the amount of \$470.88 a month for 48 months for City Hall Administration and a BOGO unit for the Planning Department.

ATTACHMENTS:

1. RJ Young Bogo Contract City Hall and Planning Departments 2020

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Gautier (hereinafter referred to as Customer), and RJ Young Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: RJ Young Company

By: Ashley Tisdale
Authorized Signature

Printed Name: Ashley Tisdale

Title: Sales Team Lead

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

EXHIBIT A
 RENTAL AGREEMENT
 FOR USE BY
 MISSISSIPPI AGENCIES AND VENDORS
 (Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: Ricoh 8200050617

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Gautier

Bill to Address: 3330 Highway 90 Gautier, MS 39553

Ship to Address:

3330 Highway 90
Gautier, MS 39553

Description of Equipment, Software, or Services

Ricoh MPC8003 w/Booklet Finisher
 Punch Unit

BOGO Color Ricoh > 45-50 ppm w/ fax & 4 drawers
 Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48 months

Start Date: Day of Delivery

End Date:

Price

\$470.88 per month

Service billed Quarterly:

8003

.0062 per blw page

.0447 per color page

BOGO

.008 blw

.048 color

Modifications: These service rates are locked for term.

Ashley Isdale
 Vendor Signature

 Customer Signature

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

ORDER NUMBER 463-2020

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 5th beginning at 5:00pm until 8:00pm at the Singing River Mall Property; and

WHEREAS, the City desires to have fireworks entertainment at the event, as it has in past years; and

WHEREAS, Pyro Shows has offered to perform this entertainment for a price of \$8,400.00, requiring a 50% down payment, pursuant to the attached contract; and

WHEREAS, Pyro Shows intends to present a firework show titled "Christmas Light the Night"; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Pyro Shows is hereby approved and authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/9/2020
Subject: Approval of a Contract Agreement with Pyro Shows

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Pyro Shows in the amount of \$8,400, requiring a 50% down payment for the City's Annual Lights and Lagniappe on the Bayou.

BACKGROUND:

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 5th 5:00 p.m. - 8:00 p.m. at Singing River Mall Property. This year's festivities will include a Christmas Tree Lighting, Drive-In Movie, and fireworks show presented by Pyro Shows titled "Christmas Light the Night"

DISCUSSION:

Pyro Shows has been providing fireworks entertainment throughout the world for almost half a century. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 times since 1995.

Pyro Shows currently provides fireworks for the Biloxi Shuckers, Scarlet Pearl Casino, and Mississippi State University.

RECOMMENDATION:

The Recreation Department recommends that City approve a Contract Agreement with Pyro Shows in the amount of \$8,400.

City Council May:

1. Approve a Contract Agreement with Pyro Shows in the amount of \$8,400.
2. Not approve a Contract Agreement with Pyro Shows in the amount of \$8,400.

ATTACHMENTS:

1. Contract - Gautier Christmas 12-05-2020
2. Insurance Coverage Agreement-Gautier 12-05-2020

Contract Agreement

This Agreement made this 28th day of September, 2020, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF GAUTIER** with its principle place of business located at 3330 Highway 90, Gautier, in the State of Mississippi, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #20-MS-12-05-C-8400-000477 dated this 28th day of September, 2020. The Show will be given on the 5th day of December, 2020. Rain date/postponement date: day of , .
- II. **CANCELLATION:** PYRO SHOWS shall determine the weather conditions substantial enough to prevent PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date/postponement date. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date/postponement date, Customer shall remit the additional expenses to include labor, lodging, per diem, upon demonstration that said costs were actually incurred.
Should Customer, **CITY OF GAUTIER**, elect to CANCEL the Show for any reason, Customer must notify PYRO SHOWS via telephone call and electronic mail. Customer agrees that PYRO SHOWS shall incur expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS the cost associated with Show preparation, included but not limited to, crew travel to include, labor, lodging, and per diem, upon demonstration that said costs were actually incurred. If the Customer does not provide PYRO SHOWS with notice of cancellation as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent permissible under Mississippi law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, to the extent permissible under Mississippi law, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. To the extent permissible under Mississippi law, Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Mississippi, and any suit involving this contract shall be brought in the Courts of Jackson County in the State of Mississippi, and the parties hereby submit to the jurisdiction of said Courts and waive any rights to proceed in other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** CITY OF GAUTIER shall pay PYRO SHOWS \$8,400.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$4,200.00) upon return of signed contract by October 28, 2020. Balance will be due in the PYRO SHOWS office within 30 days of completion of the show.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

Date: 9/28/2020

Customer Name: City of Gautier

Address: 3330 Highway 90

City/State/Zip: Gautier, MS 39553

Date of Event: 12-5-2020, "Christmas Light the Night"

**AGREEMENT FOR PYRO SHOWS
TO PROVIDE INSURANCE COVERAGE**

As part of the agreement for Pyro Shows to provide a fireworks display, special effects, or other services, Pyro Shows agrees to provide insurance coverage to you and any other entity requested by you or required by written contract or agreement to be covered as an Additional Insured on our insurance coverage as it applies to any event for service that we provide for you.

This agreement applies whether you sign our contract, amend the performance schedule with an additional date(s), if you hire us by purchase order, if we sign your contract, or if our services are provided as a special request or as a donation.

No signature is required by you. This agreement is for your information only.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lansden E. Hill, Jr.", with a stylized flourish at the end.

Lansden E. Hill, Jr.
President & CEO

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

ORDER NUMBER 464-2020

WHEREAS, the City entered into a State Rental Agreement with RJ Young for the rental of a Ricoh IMC4500 for the Utility Department on February 21, 2017; and

WHEREAS, the City desires to renew the lease with RJ Young for the rental of a Ricoh IMC4500;

WHEREAS, the Mayor and Council Members find that renewing the attached lease agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to renew a State Rental Agreement with RJ Young Company for the rental of a Ricoh IMC4500 copier for the Utility Department for forty-eight (48) months in the monthly amount of \$166.49.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 10/9/2020
Subject: Approval to renew State Rental Agreement with RJ Young for the rental of a Ricoh IMC4500 Copier for the Utility Department.

REQUEST:

City Council authorization is requested for the City of Gautier to renew a State Rental Agreement with RJ Young for the rental of a Ricoh IMC4500 for the Utility Department.

BACKGROUND:

RJ Young offers a State Rental Agreement for 48 months and will supply maintenance and toner for the new copier. The price has not changed since the last agreement and the cost per copy has decreased.

DISCUSSION:

The rental agreement is for 48 months in the amount of \$166.49 per month. The rate has not changed since last agreement was signed in February 2017. This agreement has been placed on the budgeted for this fiscal year.

RECOMMENDATION:

City Staff recommends City Council authorize the renewal of the State Rental Agreement with RJ Young for the rental of a Ricoh IMC4500 in the amount of \$166.49 per month for 48 months for the Utility Department.

ATTACHMENTS:

1. RJ Young Printer Contract for Utility Department 2020

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between The City of Gautier (hereinafter referred to as Customer), and RJ Young Company (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: RJ Young Company

By: Ashley Tisdale
Authorized Signature

Printed Name: Ashley Tisdale

Title: Sales Team Lead

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: Ricoh 8200050617

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Gautier

Bill to Address: 3330 Hwy 90 Gautier, MS 39553

Ship to Address: 3305 Gautier Vandave Rd
Gautier, MS 39553

Description of Equipment, Software, or Services

Ricoh IMC4500 w/ 4 drawers & fax

service charged per print

Delivery Schedule and Installation Date:

Price

\$1166.49 per month

.0077 per black & white page

.0499 per color page

Rental Term: (Number of Months) 48 months

Start Date: Date of Delivery

End Date:

Modifications: service rates will be locked for term

Ashley Jindale
Vendor Signature

Customer Signature

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

RESOLUTION NUMBER 081-2020

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

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

RESOLUTION NUMBER 082-2020
RATIFICATION AND TERMINATION OF PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, on October 6, 2020, conditions of extreme peril to the safety of persons and property arose within the City of Gautier, Mississippi due to the impending rain, wind and threat of flood from Hurricane Delta; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, on October 6, 2020, Mayor, Phil Torjusen, on behalf of the City of Gautier, Mississippi proclaimed that a local emergency had arisen as a result of the above; and

WHEREAS, on October 9, 2020, Hurricane Delta made landfall near Creole, Louisiana; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that there is no need for a continued state of local emergency with regard to Hurricane Delta;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi hereby proclaim that the state of local emergency is hereby ratified and terminated.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**PROCLAMATION OF LOCAL EMERGENCY
BY MAYOR PHIL TORJUSEN
REGARDING HURRICANE DELTA**

WHEREAS, Mayor Phil Torjusen, of the City of Gautier, Mississippi does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City of Gautier, Mississippi due to the impending heavy rain, wind, and flood threat from Hurricane Delta; and

WHEREAS, at the time of the making of this proclamation, Hurricane Delta is located in the Caribbean Sea, moving west – northwest, and could potentially reach the Gulf Coast of the United States by the end of this week, bringing heavy rain and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for health and safety of the citizens and the proclamation of their property within the affected jurisdiction; and

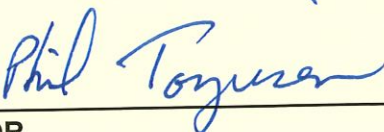
WHEREAS, I find and determine that the public interest requires that I proclaim a state of local emergency as authorized by law; and

NOW, THEREFORE, I, MAYOR PHIL TORJUSEN, HEREBY PROCLAIM that a local emergency exists in the City of Gautier, Mississippi as of October 6, 2020 due to the impending landfall of Hurricane Delta; and

HEREBY DECLARE, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency.

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





MAYOR

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

ORDER NUMBER 465-2020

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 October 6, 2020 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

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

ORDER NUMBER 466-2020

WHEREAS, the City Clerk Department has requested that the City Council review and approve the updated, current inventory spreadsheet of the City of Gautier's assets; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the updated inventory spreadsheet of the City of Gautier's assets is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 10/9/2020
Subject: Approval for the current updated inventory spreadsheet for the City of Gautier.

REQUEST:

Authorization to approve the current updated inventory spreadsheet of the City of Gautier's assets.

BACKGROUND:

When assets have been purchased for the City of Gautier each department head is given an asset inventory tag to place on item. The department head will then report the serial number and item so that it can be placed on the inventory spreadsheet and in the AS400 program.

DISCUSSION:

The City of Gautier's Purchasing Department has been locating and tagging assets that the City of Gautier has purchased throughout the years and inputting it on a spreadsheet and in the AS400 program. We are current with all purchases from department heads and assets have been located and documented on a current spreadsheet. The Purchasing Department has made sure that all items have been properly removed from inventory when broken or replaced. The Purchasing Department has distributed the proper forms to fill out to removed or moved items within departments so that it can be reflected on the inventory spreadsheet.

RECOMMENDATION:

City Staff recommends City Council to authorize the updated inventory spreadsheet.

ATTACHMENTS:

1. Inventory Spreadsheet

CITY OF GAUTIER

MOBILE EQUIPMENT

Year	Make	Department	Model	VIN Number	Misc. Notes	Purchased Price	Removed
2005	Ford	Administration	Windstar	2FMZA57655BA66637	Gold/Finance Dept.	Donated	
2010	Ford	Administration	Crown Victoria	2FABP7BV0AX102302	Silver Birch/HR Director	\$21,710.00	
2010	Chevrolet	Administration	Silverado 2500	1GC4KVBG5AF136383	4 X 4/ Crew Cab/ Silver/Craftsman	\$24,740.00	
2008	Ford	Administration	F-250	1FTSW20R78EE17633	XL/Crew Cab/Green/Fleet Maint.	\$24,740.00	
2007	Ford	Administration	Ranger	1FTYR10DX7PA93645	XL, Reg. Cab/ Dark Gray/Custodian	\$11,567.00	
2010	Port City	Administration	Trailer	5YCBE162XAH002412	7x16 Enclosed/side door/rear door tlr.	\$3,895.00	
2010	Ford	Planning	F150	1FTEX1CW3AFD19415	XL, Ext. Cab/ Gray/Building Official	\$26,685.00	
2007	Ford	Planning	F150	1FTPX12V97FA91642	XL/Ext. Cab/White/Bldg. Inspector	\$16,072.00	
2004	GMC	Recreation	Sierra	1GTEC14V34Z350409	Reg. Cab/White	\$11,671.00	
2005	Ford	Planning	Escape	1FMYU03115KB93195	SLT/Gray/ED Director	Donated/Katrina	
2010	Ford	Planning	F150	1FTEX1CW1AFD19414	XL/Ext. Cab/White/Animal Control	\$26,685.00	
2007	Ford	Planning	Ranger	1FTYR10D97PA49362	XL, Reg. Cab/ Dark Gray/ Parks Personnel	\$11,567.00	
2006	Dodge	Recreation	Ram 1500	1D7HU18N66J112744	Reg. Cab/White/ Park Supervisor	Donated	
2011	Ford	Recreation	F350	1FT8W3A63BEB10648	Super Duty Crew Cab/White/Director		
2008	Ford	Recreation	F350	1FTWW30R38EC98695	XL/Diesel/Crew Cab/Green/Grds Maint.	\$25,182.00	
2005	Ford	Recreation	Windstar SEL	2FMZA52215BA26009	Gold/Recreation	Donated	
2005	Ford	Recreation	E350	1FBSS31S05HA64928	15 Passenger Van/Blue/Parks		
1994	Chevrolet	Recreation	Silverado 1500	1GBJC34K0RE259004	Flatbed/Water Tank	\$9,450.00	
2008	Ford	Recreation	F350	1FTWW30588EA69832	XL/Crew Cab/Green/Parks Spare	\$19,210.00	
2011	Freightliner	Recreation	Dump Truck	1FYACXDT7BDA26916	Dump Truck/White		
Year	Make	Model	VIN Number	Misc. Notes	Removed		
2014	Dodge	Recreation	Ram 5500	3C7WRMAL6EG260778	Bucket Truck/Diesel		
1998	International	Recreation	Bucket Truck	1HTSCABN8XH626148	Trash/Limb Truck		
2010	Texas Bragg	Recreation	Trailer	5VTBU182X9RBB4	6'10 x 18' Tandem Axle Trailer/ Parks		
2010	Port City	Recreation	Trailer	4R7BU2026AT101685	8' x 20' Tandem Axle Dove Tail w/Ramps	\$3,895.00	
Unk	Southern	Recreation	Trailer	G54549	6'6 x 18 Tandem Axle Trailer		
2003	Ford	Recreation	Taurus	1FAFP53U03A172258	Red/Spare	\$15,083.00	
1998	Ford	Police	Crown Victoria	2FAFP71W8WX118914	245	\$19,064.00	1/5/2016

1999	Ford	Police	Crown Victoria	2FAFP71W0XX134977	White	\$19,344.15	7/1/2015
2016	Dodge	Police	Charger	2C3CDXAT0GH126808	White	\$23,212.00	
2016	Dodge	Police	Charger	2C3CDXAT2GH122405	White	\$23,212.00	
2016	Dodge	Police	Charger	2C3CDXAT0GH122404	White	\$23,212.00	
2016	Dodge	Police	Charger	2C3CDXAT4GH122406	White	\$23,212.00	
2016	Dodge	Police	Charger	2C3CDXATXGH116223	White	\$23,212.00	
2010	Ford	Police	F-150	1FTFW1EV1AFB13408	XL7/ Ext. Cab/Maroon	\$9,666.26	
2009	Dodge	Police	Charger	2B3KA43T79H561762	Silver	\$21,858.00	6/10/2018
2009	Dodge	Police	Charger	2B3KA43T39H561760	Silver	\$21,858.00	2/13/2018
2010	Ford	Police	Crown Victoria	2FABP7BV9AX102301	Black	\$21,710.00	
2011	Ford	Police	Crown Victoria	2FABP7BV9BX124400	White	\$23,695.00	
2011	Ford	Police	Crown Victoria	2FABP7BV2BX124402	White	\$26,950.00	
2011	Ford	Police	Crown Victoria	2FABP7BV4BX124403	White	\$26,950.00	
2011	Ford	Police	Crown Victoria	2FABP7BV6BX124404	White	\$23,695.00	
2008	Ford	Police	Crown Victoria	2FAFP71V18X179614	White	\$20,995.00	
2008	Ford	Police	Crown Victoria	2FAFP71V58X179616	White	\$20,995.00	
2011	Ford	Police	Crown Victoria	2FABP7BVXBX124406	White	\$26,925.00	
2007	Ford	Police	Crown Victoria	2FAFP71W77X112796	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W07X112798	White	\$20,272.00	
Year	Make		Model	VIN Number	Misc. Notes		Removed
2007	Ford	Police	Crown Victoria	2FAFP71W97X112797	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W77X112801	White	\$20,272.00	
2011	Ford	Police	Crown Victoria	2FABP7BV0BX124401	White	\$23,695.00	
2007	Ford	Police	Crown Victoria	2FAFP71W27X112799	White	\$20,272.00	
2011	Ford	Police	Crown Victoria	2FABP7BV6BX124399	White	\$23,695.00	
2007	Ford	Police	Crown Victoria	2FAFP71W57X115809	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W37X115808	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W87X115805	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W67X115804	White	\$20,272.00	11/5/2019
2007	Ford	Police	Crown Victoria	2FAFP71WX7X115806	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W37X115811	White	\$20,272.00	11/5/2019
2007	Ford	Police	Crown Victoria	2FAFP71W27X112804	White	\$20,272.00	
2007	Ford	Police	Crown Victoria	2FAFP71W47X115803	White	\$20,272.00	

2007	Ford	Police	Crown Victoria	2FAFP71W57X112800	White	\$20,272.00	11/6/2018
2011	Ford	Police	Crown Victoria	2FABP7BV8BX124405	White	\$26,925.00	
2011	Ford	Police	Crown Victoria	2FABP7BV4BX124398	White	\$26,925.00	10/13/2017 (rebuild)
2011	Ford	Police	Crown Victoria	2FABP7BV6BX124399	White	\$23,695.00	
2014	Dodge	Police	Charger	2C3CDXAT4EH172400	White	\$26,924.86	
2014	Dodge	Police	Charger	2C3CDXAT9EH172411	White	\$26,924.86	
2014	Dodge	Police	Charger	2C3CDXAT2EH172413	White	\$26,924.86	
2014	Dodge	Police	Charger	2C3CDXAT4EH172414	White	\$26,924.86	1/11/2018
2014	Dodge	Police	Charger	2C3CDXAT8EH172416	White	\$26,924.86	
2014	Dodge	Police	Charger	2C3CDXAT1EH172418	White	\$26,924.86	10/3/2017
2014	Dodge	Police	Charger	2C3CDXAT5EH191277	White	\$26,924.86	
2004	Ford	Police	Expedition	1FMPU15L44LA66160	White/SUV	\$22,912.00	

<i>Year</i>	<i>Make</i>		<i>Model</i>	<i>VIN Number</i>	<i>Misc. Notes</i>		<i>Removed</i>
2007	Ford	Police	Crown Victoria	2FAFP71W17X115810	White	\$20,272.00	
2010	Ford	Police	E350 Van	1FBSS3BL8ADA56004	15 Passenger/White	\$22,903.00	
2001	GMC	Police	Yukon	1GKEC13T21J183877	SUV/Gold	\$12,695.00	10/18/2016
2005	Ford	Police	Crown Victoria	2FAFP71W65X145365	White	\$19,935.00	3/26/2018
2005	Ford	Police	Crown Victoria	2FAFP71W25X145363	White	\$19,535.00	3/26/2018
2005	Ford	Police	Crown Victoria	2FAFP71W85X145366	White	\$19,935.00	5/24/2017
2007	Ford	Police	Crown Victoria	2FAFP71W17X115807	White	\$20,272.00	11/5/2019
2003	Ford	Police	Crown Victoria	2FAFP71W63X164978	White	\$19,291.00	6/6/2017
2007	Ford	Police	Crown Victoria	2FAFP71W27X115802	White	\$20,272.00	11/5/2019
2011	Ford	Police	Crown Victoria	2FABP7BV2BX124397	White	\$26,950.00	1/17/2017(parts only)
2006	Ford	Police	F250	1FTSW21586EC45606	XLT/Crew Cab/4x4/Gray	\$16,995.00	1/10/2019
2005	Jeep	Police	Grd. Cherokee	1J4HS48N25C670508	Laredo/White	\$21,140.00	
2005	Chrysler	Police	Model 300	2C3JA53G35H645238	4 door/Cream	\$11,477.00	
2007	Dodge	Police	Charger	2B3KA53H77H740687	Black	\$23,692.00	
2013	Ford	Police	F150	1FTFW1EF4DFB54435	FX4/Crew Cab/Green	\$25,197.00	
2005	Ford	Recreation	F250	1FTNX20515EB86487	XL/Ext. Cab/White	Donated	
2001	Nissan	Recreation	Pathfinder	JN8DR07X31W500652	SUV/Black	\$28,349.00	
2008	Harley Dav.	Police	Electraglide	1HD1FMM188Y704889	Motorcycle	\$19,646.75	
2000	Harley Dav.	Police	Electraglide	1HD1FMW13YY649653	Motorcycle		10/18/2016
2008	Harley Dav.	Police	Electraglide	1HD1FMM1X8Y705509	Motorcycle		10/18/2016

2007	Harley Dav.	Police	FLH	1HD1FMM197Y672730	Motorcycle	Donated	
2007	Harley Dav.	Police	FLH	1HD1FMM157Y680209	Motorcycle	Donated	11/6/2018
2006	Harley Dav.	Police	FLH	1HD1FMW186Y691720	Motorcycle		01/17/2017 parts only
2002	Harley Dav.	Police	Electraglide	1HD1FMW142Y656957	Motorcycle		10/18/2016
Year	Make		Model	VIN Number	Misc. Notes		Removed
2006	Ford	Police	Fusion	3FAFP08146R113497	4 door/Blue	\$17,145.00	
2009	Ford	Police	F250	1FTSW21R19EA95314	FX4/Crew Cab/White		
2016	Ford	Police	F150	1FTFX1EFXGKE99591	SSV/Crew Cab/Silver	\$26,685.00	
1999	Zodiac	Police	Boat	XDC92006C999		\$44,370.00	
2010	Polaris	Police	Ranger 400	4XARH45A0AD101694		\$7,593.00	
2010	Polaris	Police	Ranger 400	4XARH45A4AD100855		\$7,593.00	
2005	Honda	Police	Recon 250cc	1HFTE2104503075			Seisure
2009	Carry On	Police	Trailer 5x8	4YMCL10119G003445	White/Enclosed/Double Rear Doors	\$2,300.00	
2017	Dodge	Police	Charger	2C3CDXAT1HH629684	Silver	\$21,599.00	
2017	Dodge	Police	Charger	2C3CDXAT3HH629685	Silver	\$21,599.00	
2017	Dodge	Police	Charger	2C3CDXAT5HH629686	Silver	\$21,599.00	
2017	Dodge	Police	Charger	2C3CDXAT7HH629687	Silver	\$21,599.00	
2017	Dodge	Police	Charger	2C3CDXAT9HH629688	Silver	\$21,599.00	
2017	Dodge	Police	Charger	2C3CDXAT0HH629689	Silver	\$21,599.00	
2018	Dodge	Police	Charger	2C3CDXAT3JH292456	Silver	\$21,571.00	
2018	Dodge	Police	Charger	2C3CDXAT5JH292457	Silver	\$21,571.00	
2018	Dodge	Police	Charger	2C3CDXAT7JH292458	Silver	\$21,571.00	
2018	Dodge	Police	Charger	2C3CDXAT9JH292459	Silver	\$21,571.00	
2017	Ford	Police	Interceptor	1FM5K8AR3HGD07530	Silver	\$27,645.00	
2018	Ford	Police	Interceptor	1FM5K8AR8JGA57823	Silver	\$29,011.00	
2018	Ford	Police	Interceptor	1FM5K8AR6JGA57822	Silver	\$29,011.00	3/20/2019
2018	Ford	Police	Interceptor	1FM5K8AR6JGB67768	Black	\$29,719.00	
2018	Ford	Police	Interceptor	1FM5K8AR7JGB80724	Sterling Gray	\$29,719.00	
1987	E-1	Fire	Pumper	1F9RBAA84H1037119	E-R1 Pumper/Custom	\$130,000.00	
2008	Pierce	Fire	Contender	4P1CC01M08A008330	E-1 Pumper	\$329,881.00	
2009	Pierce	Fire	Contender	4P1CC01M39A010171	E-2 Pumper	\$344,962.00	
2005	Pierce	Fire	Pumper	4P1CC01A15A005504	E-4 Pumper/Custom	\$289,868.00	
1999	E-1	Fire	Pumper	4ENRAAA85X1000806	E-3 Pumper/Custom	\$229,241.00	

1994	Freightliner	Fire	Pumper	1FV6JLCB4RL557094	E-5 Pumper	\$149,528.00	
1999	Ford	Fire	F550	1FDAF56F4XED43091	Rescue Truck	\$82,489.00	
2000	GMC	Fire	Sierra 3500	1GTAK34FXYP457131	Brush Truck	\$22,042.97	
2003	Chevrolet	Fire	Silverado	1GCGC24U03Z208409	Fire Marshall's Truck	\$18,144.50	
2010	Ford	Fire	F350	1FTWW3AY5AEA18237	Truck	\$22,869.00	
1997	Ford	Fire	Ambulance	1FDLE40F9VHA15577	Ambulance		Donated
1999	Chevrolet	Fire	Tahoe	1GNEC13R8XJ455722	Tahoe		Donated
2012	Ford	Fire	F150	1FTEX1CMXCFA89440	Truck		
2013	Ford	Fire	F550	1FD0W5GT1DEB43104	Command Vehicle	\$164,151.00	
2001	MIFU	Recreation	639	JW6AAC1H21L002338	Mitsubishi 639 Street Sweeper		Donated
2017	Ferrara	Fire	Pumper	1F945472XHH140574	Cinder Custom Pumper	\$448,599.16	
2017	Wagon	Fire	Trailer	53FBE1218HF034234	Covered Wagon	\$2,700.00	
2019	Nissan	Public Works	Frontier	1N6AD0EVXKN706750	White Meter Reader	\$23,900.00	
2019	Nissan	Public Works	Frontier	1N6AD0EV8KN706830	White Meter Reader	\$23,900.00	
2018	Nissan	Public Works	Kicks	3N1CP5CU3JL509611	Silver	\$16,310.00	
2001	Navistar	Police	International Truck	1HTSLAAL91H354782	Bought from Jackson County	\$10.00	
2001	New Holland	Recreation	Front End Loader	570111	Bought from Jackson County	\$10.00	
2019	Ford	Police	F150	1FTEW1E53KFA06955		\$31,953.00	
2019	Dodge	Recreation	Grand Caravan	2C4RDGBG6KR650023	Granite	\$21,813.00	
2019	Ford	Grants	F250	1FT7W2A67KED14648	White	\$26,937.00	
1990	Ford	Recreation	F350 Custom	1FDJF37H4LNB01271	Bought from Jackson County	\$10.00	
2019	Ford	Fire	F150	1FTEW1E54KFB84549	Chief's truck white	\$36,670.00	
2019	Ford	Police	F150	1FTEW1E54KKD50186	Unit 10186	\$31,953.00	
2019	Ford	Police	F150	1FTEW1E52KKD50185	Unit 10185	\$31,953.00	
2019	Ford	Police	F150	1FTEW1E56KKC27120	Undercover HIDTA	\$32,213.00	
2019	Ford	Recreation	F350	1FT8W3A66KEE58332	White	\$26,596.00	
2019	Ford	Recreation	F350	1FT8W3A64KEE58331	White	\$26,596.00	
2019	John Deere	Recreation	Gator	1M0825EACKM020468		\$11,508.90	
2020	Long Run	Recreation	Utility Trailer	1L9L1AC18L5584606		\$1,129.00	
1986	Ford	Recreation	F350 Custom	1FDJF37H4LNB01271	Water truck		
2019	Kustum	Police		1A9AS4654K2228054	Kustum Signal Radar/Message Trailer	\$18,136.02	
2020	Ford	Police	Explorer	1FM5K8AB5LGC52557		\$33,292.00	
2020	Ford	Police	Explorer	1FM5K8AB7LGC52558	249	\$33,292.00	

2020	Ford	Police	Explorer	1FM5K8AB9LGC52559		\$33,292.00	
2009	Jeep	Planning	Grand Cherokee	1J8GS48K59C5310914	Purchased from Jackson County	\$10.00	
2004	Ford	Recreation	F250	1FTNF20LX4EC37193	Purchased from Jackson County	\$10.00	
2009	Kubota	Recreation	Excavator	33304	Purchased from Jackson County	\$10.00	
2003	John Deere	Recreation	Tractor	W00460X026252	Purchased from Jackson County	\$10.00	
2010	Kubota	Recreation	Excavator	40768	Purchased from Jackson County	\$10.00	
2020	Exmark	Recreation	Mower	406427175		\$9,600.00	
2020	Exmark	Recreation	Mower	406427176		\$9,600.00	

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

ORDER NUMBER 467-2020

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of four (4) portable lights for the annual Community Fall Festival Trunk or Treat from October 28, 2020 through October 30, 2020 for security purposes; and

WHEREAS, the City has authority to provide said equipment to an entity such as the community college pursuant to Miss. Code Ann. § 21-19-49;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of four (4) portable lights for the annual Community Trunk or Treat from October 28, 2020 through October 30, 2020 for security purposes is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/9/2020
Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of four portable lights

REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of four portable lights for a period of no more than five days beginning on October 28th and ending October 30th. for the purpose of providing lighting for security purposes during the annual Trunk or Treat

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the annual Trunk or Treat for the local community. Last year's event had over 2,000 attendees. The event offers fun & free activities including: trunk or treat, children's games & activities arts & crafts, face painting, and children's costume contest.

DISCUSSION:

In an effort to have a safe event for the community, Mississippi Gulf Coast Community College is in need of additional lighting for security purposes during the annual community Fall Festival and Trunk-or-Treat.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the use of four portable lights for a period of no more than five days beginning on October 28th and ending October 30th.

The City Council may:

1. Approve the use of four portable lights for a period of no more than five days beginning on October 28th and ending October 30th; or
2. Not approve the use of four portable lights for a period of no more than five days beginning on October 28th and ending October 30th

ATTACHMENTS:

1. 2020 Request MGCCC

Mary S. Graham, President

Supported by Harrison, Stone, Jackson and George Counties

September 24, 2020

Ms. Chassity Bilbo
City of Gautier
3330 Hwy 90
Gautier, MS 39553

Dear Ms. Bilbo,

We are requesting the temporary use of four sets of portable lights to assist with our lighting needs and security purposes for our Fall Festival/Trunk-or-Treat. We would need the lights to be delivered on Wednesday, October 28th for use the next day. They will be ready for pick up on Monday, November 2nd.

This is a community event that we hold annually. We typically have over 3,000 attendees. This year, we are hoping it will be just as big given the pandemic circumstances.

Thank you in advance for your consideration in honoring this request.

Sincerely,



Tammy Franks, Ph.D.
Vice President
Jackson County Campus

TF/ad



INSPIRING EXCELLENCE, ACCELERATING ACHIEVEMENT

**Advanced
Manufacturing
& Technology
Center**
10298 Express Drive
Gulfport, MS 39503

**The Bryant
Center
at Tradition**
19330 Hwy 67
Biloxi, MS 39532

**George County
Center**
11203 Old Hwy 63 S
Lucedale, MS 39452

**Haley Reeves
Barbour Maritime
Training Academy**
1000 Jerry St. Pe' Hwy
Pascagoula, MS 39568

**Harrison County
Campus**
2226 Switzer Road
Gulfport, MS 39507

**Jackson County
Campus**
2300 Hwy 90
Gautier, MS 39553
253

Keesler Center
500 Fisher Street
Biloxi, MS 39534

**Naval Construction
Battalion Center**
Moreell Building,
Building 60, Rm 227
1800 Dong Xoai Avenue
Gulfport, MS 39501

**Perkinston
Campus**
51 Main Street
Perkinston, MS 39573

**West Harrison
County Center**
21500 B. Street
Long Beach, MS 39560

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

RESOLUTION NUMBER 083-2020

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING OFFICE EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY AND DECLARE THE EQUIPMENT SURPLUS

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

GE Washer - Asset #2248
1-3/4" hose (failed hose test) – Asset #2029
Portable Fan - Asset #792
Desk Chair - Asset #800
Desk Chair – Asset #808
Filing Cabinet – Asset #810

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

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

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

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

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 20th of October, 2020.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 10/12/2020
Subject: Resolution removing broken office equipment and lost inventory items.

REQUEST:

City Council authorization is requested for the City Clerk Department to remove the following office equipment from the City of Gautier's inventory and other miscellaneous items from the Fire Department and declare the equipment surplus. The items are a GE Washer asset number 2248, 1-3/4" hose that failed the hose test asset number 2029, portable fan asset number 792, desk chair asset number 800, desk chair asset number 808 and filing cabinet asset number 810. These items were purchased years ago and never were removed properly when they were broke or could not be used.

BACKGROUND:

The City Clerk's Department has determined that the items are no longer in working order and have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

The items have been missing for several years and they are not able to be located. The hose failed the hose test that is done on all fire hoses.

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these items listed from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

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

ORDER NUMBER 468-2020

WHEREAS, the City of Gautier desires to begin work on the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project; and

WHEREAS, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program; and

WHEREAS, the City will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave; and

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bids; and

WHEREAS, the attached advertisement will run in the Sun Herald on October 21, 2020 and October 28, 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 Old Spanish Trail/Gautier Vancleave Road Sewer Improvement Project.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 10/13/2020
Subject: Authorization to Advertise for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE)

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE).

BACKGROUND:

The City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road.

DISCUSSION:

MDEQ approval has been received for this bid package. If approved, this ad will run in the *Sun Herald* on Oct. 21 and Oct. 28, 2020. A pre-bid meeting will be held Nov. 10, and the bids will be opened Nov. 19, 2020.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. NOTICE OF INVITATION TO BID

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 a.m. (CDT) on Thursday, November 19, 2020, and then said bids will be publically opened and read aloud at 11:00 a.m. for the following:

CITY OF GAUTIER OLD SPANISH TRAIL WASTEWATER SYSTEM UPGRADES

These bids are invited to provide all labor, design, material, tools, equipment, and layout in performing all operations necessary in the improvement to the sanitary sewer system and construction of a new lift station in Gautier, Mississippi.

A Pre-Bid meeting will be held at 10:00 a.m. on November 10, 2020 at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi or through conference call. Due to COVID-19, it is recommended that bidders conference call in to the meeting. The conference call dial-in is 1-601-909-9135 and the conference code is 740551. It is strongly suggested that all prospective Bidders participate in this meeting.

All bid must be accompanied by cash, certified check of the bidder payable to the order of The City of Gautier, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety hereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to one of the following: Heavy Construction or Municipal and Public Works.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Sarah McLellan, E.I. and can be contacted at the listed address or at smclellan@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

CITY OF GAUTIER OLD SPANISH TRAIL WASTEWATER SYSTEM UPGRADES

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best

interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The BID SCHEDULE may be examined at the following locations:

A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street
Suite B 01
Jackson, MS 39201

B. South MS Contract Procurement Center
1636 Popps Ferry Road, Suite 203
Biloxi, MS 39532
Phone (228) 396-1288

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury (“Treasury”) and the Mississippi Department of Environmental Quality (“MDEQ”) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of the funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. Notwithstanding the above, neither MDEQ nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any contractor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee or servant of MDEQ or Treasury.

Minority and women’s business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

All bidders must make positive efforts to use small and minority owned business and women business enterprises.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2020.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times	-10/21/2020
	-10/28/2020
Open	-11/19/2020

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

ORDER NUMBER 469-2020

WHEREAS, the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the City was awarded a Transportation Alternatives (TA) grant for a project to construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision, which would tie into the Martin Bluff Road Widening project; and

WHEREAS, this is an 80/20 grant, having the City responsible for Preliminary Engineering costs and at least 20% of the total project cost; and

WHEREAS, the project is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the Mississippi Department of Transportation (MDOT) approval has been received; and

WHEREAS, the attached advertisement will run in the Clarion Ledger on October 25, 2020 and November 1, 2020 with the bid opening on November 24, 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 Martin Bluff Road Sidewalk Improvements Project.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 10/13/2020
Subject: Authorization to Advertise for bid for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000)

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000).

BACKGROUND:

The City was awarded a Transportation Alternatives (TA) grant for a project to construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This would tie into the Martin Bluff Road widening project.

This is an 80/20 grant. The City is responsible for all Preliminary Engineering costs and at least 20% of the total project cost. Jackson County has provided funds to assist with the City's local match.

TA projects are eligible for funding under the Surface Transportation Block Grant (STBG) program. The FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects. These set aside funds include all projects and activities that were previously eligible under TAP, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management and environmental mitigation related to stormwater and habitat connectivity.

DISCUSSION:

If approved, this advertisement will publish in the *Clarion Ledger* on Oct. 25 and Nov. 1, 2020. Bids will be opened at 10 a.m. on Nov. 24, 2020. The Mississippi Department of Transportation has given authority to advertise and has approved the advertisement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000).

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. ADVERTISEMENT
2. Ad Authority - City of Gautier 108009

Section 901

ADVERTISEMENT FOR

BIDS Jackson County,

MISSISSIPPI

Federal Aid Project No. STP-9194-00(002)LPA/108009-701000

The City of Gautier, Jackson County, Mississippi, will receive bids for the construction of sidewalks along Martin Bluff Road for a total project length of 2.3 miles, Federal Aid Project No. STP-9194-00(002)LPA/108009-701000 no later than 10:00 a.m., Local Time, Tuesday, November 24, 2020, at the City Council Chambers located at 3330 US-90, Gautier Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:

Construction of sidewalks along Martin Bluff Road, grading, and minor drainage improvements from Roys Road to Little Bend Cove.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Gautier of Jackson County hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The contract Documents are on file and may be examined at the following locations:

1. 3330 US-90, Gautier, Mississippi 39553.
2. Michael Baker International, 3113 Government St. Suite D-3, Ocean Springs, Mississippi 39564
3. www.mbakermanroom.com

Each bid shall be accompanied by a Cashier's check, Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Gautier as bid security. Bidders shall also submit a current financial statement, if requested by the County. The successful bidder will be required to furnish a Performance Bond and a Payment bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents **in its entirety** shall be submitted in a sealed envelope and

deposited with the Chancery Clerk, 3330 US-90, Gautier, Mississippi prior to the hour and date above designated. **No stripped bids will be accepted.**

Bidders choosing to submit electronically are required to contact Michael Baker International at 228-818-2839 for information regarding electronic bidding requirements.

Bid documents are being made available via paper or digital copy. Plan holders are required to log-on or register for an account at www.mbakplanroom.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. For anyone interested in submitting bids electronically in place of a sealed bid, they may do so only through www.mbakplanroom.com. Questions regarding website registration, online orders or electronic bidding, please contact Plan House Printing at (228) 248-0181.

Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

CITY OF GAUTIER, JACKSON COUNTY,
MISSISSIPPI

BY _____
PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER, JACKSON COUNTY

PUBLISH: 10/25/2020 and 11/1/2020

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

October 9, 2020

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

RE: STP-9194-00(002)LPA/108009-701000 - Authority to Advertise
Jackson County

Dear City Manager Yancey:

This letter confirms that the Federal Highway Administration and the Mississippi Department of Transportation have received and approved the PS&E Package submitted and hereby authorize the advertisement for receipt of bids on the subject project which is for Martin Bluff Road Sidewalk Improvements. No changes are to be made to the proposal before advertising without submission and approval by MDOT and FHWA, as applicable. Additionally, all Addenda must also be approved. Any unapproved changes will result in non-participating costs in the contract.

In the advertisement, receipt of bids and opening of bids, the following criteria must be met:

1. The date of the first ad must be within 60 days from the date of this letter. Failure to advertise within this time frame will result in the funding authority being de-obligated and authority to advertise is rescinded.
2. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One **Sworn Proof** of Publication is furnished us. At the present time, the only newspaper with statewide distribution is the Clarion-Ledger in Jackson. Refer to the first paragraph of the PDM in Chapter 6, and consult your District LPA Coordinator for guidance in setting these dates.
3. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries. You can not require any license or certificate that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. Please see the attached copy of Page 9 Federal-Aid Policy Guide (Transmittal 2) dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.
4. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Do not accept a stripped proposal. The bidders must return the entire proposal that you sold to them, plus any addendums and their bid bond. Proposals received after the time for opening of bids must be returned to the bidder unopened.
5. All proposals opened must be filed prior to the time and at the place specified in the proposal and/or in the advertisement.
6. Before award, the successful bidder must have obtained a State Privilege License from the State Department of Revenue.

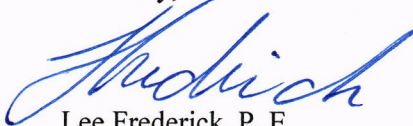
7. Notice to Bidders No. 2611 (DBE's in Federal-Aid Highway Construction) and Supplement to Notice to Bidders 2611 are a part of this contract. The Section titled 'Directory' refers to the current list of Certified DBE Contractors and Certified DBE Suppliers/Manufacturers published monthly by MDOT on the website www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.
8. The DBE Goal for this project is 0%.
9. Refer to Chapter 6: MDOT Authorization and LPA Selection of a Contractor, in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies), for guidance to request concurrence in the award or to reject bids and re-advertise.
10. The award of the contract or the rejection of all bids submitted is subject to the concurrence of the Mississippi Department of Transportation. Awarded projects shall not be executed prior to concurrence by MDOT.

When the dates for advertisement and receipt of bids in accordance with the foregoing are established, please furnish this information to the District LPA Engineer, David Seyfarth, 16499 Highway 49, Saucier, MS 39574, and District Engineer, Mr. Kelly Castleberry, P.O. Box 551, Hattiesburg, Mississippi 39403. This notification is essential in order that representatives of the Department may be present at this opening of bids.

For your information, Chapter 474, General Laws of Mississippi as amended by Chapter 393, General Laws of Mississippi provides that nothing therein shall apply to highway construction, highway bridges, overpasses, and any other project incidental to the construction of highways which are designated as federal aid projects and federal funds are involved; therefore the Certificate of Responsibility requirements of this law are not applicable to a Local Public Agency (LPA) Project designated as a federal aid project where federal funds are involved.

The LPA's prorated share of the project cost will be based on the low bid, estimated cost of the contingencies and construction engineering, if applicable, and that share amount will be provided by MDOT in the Concurrence in Award Letter.

Sincerely,



Lee Frederick, P. E.
State LPA Engineer

TLF:phm

cc: Commissioner Tom King
Assistant to the Executive Director
LPA Division
Construction Division
Central File

District Engineer
District LPA Engineer (Seyfarth, Starita)
Federal Highway Administration
Michael Baker/Non-Participating

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

ORDER NUMBER 470-2020

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 September 2020 are hereby received.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2020.

		City of Gautier		
		Business Registry		
		Sep-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
32	2021-10-0006993	James Lee/Indian Point RV Resort	\$30.00	Current
8	2021-10-0006994	Brooks Restaurant, Inc/Burger King	\$30.00	Current
1011	2021-09-0006995	David McKee/DRM Homes, LLC	\$20.00	Current
1663	2021-09-0006996	Singing River Nutrition	\$40.00	New Business
941	2021-10-0006997	Victory Chiropractic Center	\$20.00	Current
1281	2021-08-0006998	Keesler Federal Credit Union	\$33.00	Delinquent
1664	2021-09-0006999	Belle Valoure	\$20.00	New Business
2737	2021-09-0007000	Gulf Coast PDR LLC	\$20.00	New Business
52	2021-10-0007001	Singing River Grocery	\$40.00	Current
1388	2021-10-0007002	Auto Zone	\$50.00	Current
513	2021-09-0006985	McDonald's	\$30.00	Current
516	2021-09-0006986	Conrad Yelvington Distributors Inc	\$30.00	Current
1285	2021-10-0006987	Walden Auto Repair	\$20.00	Current
1185	2021-10-0006988	Orlando's Inc/Aztecas	\$75.00	Current
879	2021-10-0006989	Hurd Realty	\$20.00	Current
5	2021-10-0006990	Air Masters Mechanical	\$150.00	Current
1501	2021-09-0006991	Wild Lee's Auto Sales	\$20.00	Current
867	2021-09-0006992	1st Choice Storage	\$20.00	Current
1662	2021-09-0006984	Amazing Pressure Washing, Inc	\$20.00	New Business
		TOTAL:	\$688.00	
		New Business	\$4.00	
		Transient Vendor	0	
		Closed Business	0	
		Delinquent Renewals Issued	1	

During City Attorney Comments, Councilman Anderson made the motion to authorize the release of a deed of trust and related documents, which erroneously listed the City of Gautier as Grantor in relation to Lots 713 and 714 of Pointe Clear Riviera Subdivision currently owned by Lisa Oliver. Mayor Torjusen seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to Adjourn until November 3, 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 November 17, 2020.

Prepared By/ Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
File #061175

Index as follows:
**Lots 713 & 714, Point Clear Riviera S/D,
Section D, Jackson County, MS**

STATE OF MISSISSIPPI
COUNTY OF JACKSON

RELEASE OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of \$10.00 cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby release that certain Deed of Trust executed by

**Lisa K. Oliver
2605 Holduras Drive
Gautier, MS 39553
(228) 522-6017**

to

**City of Gautier, Mississippi
1010 Ford Street
Gulfport, MS 39507
(228) 896-1945**

as recorded in the office of the Chancery Clerk of the Jackson County, Mississippi, being listed as follows:

August 24, 2006 and recorded as Deed Book 2439 at Page 479, in the amount of \$25,000.00;

WITNESS my signature this the 22 day of October, 2020.

CITY OF GAUTIER


By:
Its: CITY MANAGER

STATE OF MISSISSIPPI
COUNTY OF Jackson

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Paula Yancey, who acknowledge that he/she is City Manager of the **City of Gautier**, and as its act and deed, he/she signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity, having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22 day of October, 2020.


NOTARY PUBLIC

My Commission Expires:



EXHIBIT A
LEGAL DESCRIPTION

Lots 713 and 714, POINT CLEAR RIVIERA SUBDIVISION, SECTION D, as per plat thereof recorded in Plat Book 9, Pages 34-34A, Record of Plats on file in the Office of the Chancery Clerk of Jackson County, Mississippi.

Tuesday
November 3, 2020
Gautier, Mississippi

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

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

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

- I. Call to Order
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
 - 1. Offices will be closed Monday, November 11th in observance of Veterans Day.
 - 2. Offices will be closed November 26th and November 27th in observance of Thanksgiving Day.
- IV. Presentation Agenda
 - 1. Wounded Warriors Project Presentation
- V. Business Agenda
 - 1. 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. Reappointment of Susan Parol to the Civil Service Commission
 - 2. Approval to renew the Professional Services Agreement with Syscon

3. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
4. Approval of water and sewer adjustments dated November 2020 in the amount of \$16,730.41.
5. Authorization for the Chief LPA official to request project activation from the Mississippi Department of Transportation for the Martin Bluff Road multiuse pathway and sidewalk project.
6. Authorization to approve and ratify the Proclamation of Local Emergency and Continuation Thereof relating to Tropical Storm Zeta

VII. STUDY AGENDA

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

Recess until November 7, 2020 at 6:30 pm

www.gautier-ms.gov

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

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

1. Announcements – Offices will be closed **Monday**, November 11th in observance of Veterans Day.

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

Announcements

1. Offices will be closed Monday, November 11th in observance of Veterans Day.
2. Offices will be closed November 26th and November 27th in observance of Thanksgiving Day.

Presentation

1. Wounded Warriors Project Presentation
-

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby make known that offices of the State of Mississippi shall be closed on Wednesday November 11, 2020, in further observance of Veteran's Day.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 22nd day of October in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fifth.


TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 26, 2020, in observance of THANKSGIVING DAY; on Friday, December 25, 2020, in observance of CHRISTMAS DAY; and on Friday, January 1, 2021, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 27, 2020, in further observance of the Thanksgiving holiday, on Thursday, December 24, 2020, in further observance of Christmas and on Thursday, December 31, 2020, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 16th day of October in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fifth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, properly entered and not fraudulent. 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 471-2020

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

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION NO 2	210164	11/03/2020	10/20/2020			390.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4060443955	09/02/2020			78.07
	001-205-535	MAINTENANCE		4061178297	09/10/2020			78.07
	001-205-535	MAINTENANCE		4061727759	09/17/2020			78.07
	001-205-535	MAINTENANCE		4062413293	09/23/2020			78.07
	001-205-535	MAINTENANCE		4063031947	09/30/2020			78.07
001	GLOBALSTAR	210169	11/03/2020	10/23/2020			88.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0007008123	10/16/2020			88.99
001	C SPIRE WIRELESS	210170	11/03/2020	10/23/2020			512.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	09/12/2020			512.84
001	FUELMAN	210174	11/03/2020	10/22/2020			2,015.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP58989945	10/12/2020			43.12
	001-100-525	UNL & DSL FUEL		NP58989945	10/12/2020			1,636.12
	001-161-525	UNL & DSL FUEL		NP58989945	10/12/2020			221.54
	001-170-525	UNL FUEL		NP58989945	10/12/2020			71.30
	001-205-525	UNL FUEL		NP58989945	10/12/2020			43.83
001	FUELMAN	210176	11/03/2020	10/22/2020			2,022.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59011248	10/19/2020			27.50
	001-100-525	UNL & DSL FUEL		NP59011248	10/19/2020			1,532.42
	001-161-525	UNL & DSL FUEL		NP59011248	10/19/2020			349.59
	001-170-525	UNL FUEL		NP59011248	10/19/2020			74.92
	001-205-525	UNL & DSL FUEL		NP59011248	10/19/2020			38.38
001	AT&T	210185	11/03/2020	10/22/2020			3,227.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	10/14/2020			3,227.34
001	FOSTERS A/C & HEATING INC	210204	11/03/2020	10/26/2020			316.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	FREON LEAK: ADD 2LBS		W1075445	10/12/2020			60.00
	001-100-635	DISC FREON-WHILE LOCATE LEAK		W1075445	10/12/2020			-34.00
	001-100-635	BLOW OUT/CLN RUSTED DRAIN PAN		W1075609	10/20/2020			290.00
001	MUNICIPAL EMERGENCY SERVICES INC	210205	11/03/2020	10/26/2020			207.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	SERVICE: BATTERY OP SPREADER		IN1506320	10/09/2020			185.00
	001-161-639	PINT HYDRAULIC FLUID		IN1506320	10/09/2020			22.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	210206	11/03/2020	10/26/2020			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CMO WEBINAR CLASS: D SELOVER		32018	10/14/2020			25.00
001	SPARKLIGHT	210210	11/03/2020	10/26/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NOV 2020: NFD #122024383		10162020	10/23/2020			83.32
001	SPARKLIGHT	210211	11/03/2020	10/26/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NOV 2020: CFD #122024086		10162020	10/23/2020			83.32
001	SPARKLIGHT	210212	11/03/2020	10/26/2020			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NOV 2020: SFD #122025091		10162020	10/23/2020			83.32
001	SCOTT ANKERSON, CUSTODIAN	210215	11/03/2020	10/21/2020			131.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	VINYL FOR TRUCKS		11212019	11/21/2019			9.63
	001-090-559	LABELS (PLANNING COM)		12082019	12/08/2019			4.19
	001-090-500	TAPE (CODE ENFORCEMENT)		12102019	12/10/2019			3.48
	001-090-500	BINDER (PLANNING COM)		12302019	12/30/2019			5.08
	001-090-559	CLEANING VAN (COUNCIL MML)		01132020	01/13/2020			3.00
	001-090-500	STAMP (CODE ENFORCEMENT)		01082020	01/08/2020			8.99
	001-090-559	SANITIZER (CODE ENFORCEMENT)		01152020	01/15/2020			7.47
	001-090-500	COPY STAMP		01152020	01/15/2020			7.99
	001-090-500	TAPE (CODE) PENS (PLANNING)		01212020	01/21/2020			5.62
	001-090-559	HIGHLIGHTERS/DESK ORGANIZER		06292020	06/29/2020			21.72
	001-090-559	FILE FOLDERS		07262020	07/26/2020			9.08
	001-090-559	PENS		07202020	07/20/2020			6.67
	001-090-500	FLOWERS LARRY MORAN		08042020	08/04/2020			38.36
001	AT&T	210216	11/03/2020	10/26/2020			34.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	10/14/2020			34.40
001	AT&T	210217	11/03/2020	10/26/2020			164.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	10/14/2020			164.91
001	AT&T	210218	11/03/2020	10/26/2020			388.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	10/14/2020			388.92
001	DANIEL SELOVER, CUSTODIAN	210219	11/03/2020	10/21/2020			433.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	OFFICER OF THE YR PLATE		03062020	03/06/2020			5.35
	001-100-559	DISINFECTANT SPRAY (6)		03162020	03/16/2020			12.84
	001-100-559	ENGRAVE RIFLE		03182020	03/18/2020			20.00
	001-100-559	GAL PUNCH (3), GAL WATER (2)		03202020	03/20/2020			7.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANIEL SELOVER, CUSTODIAN	210219	11/03/2020	10/21/2020			433.91	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	HAND SANITIZER	03312020	03/31/2020			29.96	
	001-100-559	1 TAG UNDERCOVER	04062020	04/06/2020			33.25	
	001-100-559	11 KEYS	04212020	04/21/2020			43.61	
	001-100-559	PLAQUE CAPT WILSON	05282020	05/28/2020			40.00	
	001-100-559	CAR TAG	06052020	06/05/2020			49.25	
	001-100-559	CAR TAG	06222020	06/22/2020			49.25	
	001-100-559	CAR TAG	07162020	07/16/2020			37.25	
	001-100-500	DVD+R (PK 100)	07162020	07/16/2020			32.09	
	001-100-559	KEYS 5	08182020	08/18/2020			22.50	
	001-100-559	CAR TAG	09172020	09/17/2020			46.75	
	001-100-559	POSTAGE	09242020	09/24/2020			4.37	
001	LOCAL GOVERNMENT SERVICES LLC	210224	11/03/2020	10/27/2020			2,946.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-601	FF SERVS: CENTERPOINT	1887	10/23/2020			2,200.00	
	001-021-601	FF - LEGAL SERVS: CENTERPOINT	1887	10/23/2020			746.00	
001	MSC 7511	210227	11/03/2020	10/27/2020			302.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FNK100-01 RENTAL FEE	INV3903784	10/19/2020			169.58	
	001-100-699	MPC2504EX USAGE: B/W	INV3903784	10/19/2020			8.24	
	001-100-699	MPC2504EX USAGE: COLOR	INV3903784	10/19/2020			124.20	
001	ALABAMA MEDIA GROUP	210230	11/03/2020	10/27/2020			76.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	AD:ORDINANCE 253-2020 ADOPTED	0009724749	10/04/2020	200985		59.84	
	001-090-615	PUBLIC NOTICE: GPC 20-22 CU	0009760151	10/18/2020	210071		17.04	
001	CAN'T MISS EMBROIDERY	210231	11/03/2020	10/27/2020			72.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	EMBROIDER GPD BADGE (6)	24686	09/14/2020	200989		45.00	
	001-100-699	EMBROIDER GAUTIER POLICE (6)	24686	09/14/2020	200989		27.00	
001	REYNOLDS WHOLESALE CO	210232	11/03/2020	10/27/2020			1,166.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	38X58 CAN LINERS 100/CS (6)	67686	10/20/2020	210070		197.70	
	001-170-559	30X39 CAN LINERS 100/CS (4)	67686	10/20/2020	210070		87.80	
	001-170-559	24X32 CAN LINERS 500/CS (2)	67686	10/20/2020	210070		45.90	
	001-170-559	CS MF BROWN TOWELS (3)	67686	10/20/2020	210070		59.85	
	001-170-559	HS TISSUE 96 ROLLS/CS (2)	67686	10/20/2020	210070		81.00	
	001-170-559	JUMBO JR TISSUE 12/CS (6)	67686	10/20/2020	210070		153.00	
	001-170-559	12/8" BROWN TOWELS (6)	67686	10/20/2020	210070		143.70	
	001-170-559	PF LATEX GLOVES 100CT BOX (2)	67686	10/20/2020	210070		139.00	
	001-170-559	ODO BAN 4 GAL/CS (2)	67686	10/20/2020	210070		103.92	
	001-170-559	VB BLEACH 6 GAL/CS (2)	67686	10/20/2020	210070		29.90	
	001-170-559	32OZ TRIGGER SPRAY BOTTLE (8)	67686	10/20/2020	210070		11.92	
	001-170-559	POWER PLUNGER	67686	10/20/2020	210070		7.95	
	001-170-559	PLASTIC HANDLE BROOM	67686	10/20/2020	210070		7.95	
	001-170-559	LOBBY DUST PAN	67686	10/20/2020	210070		16.95	
	001-170-559	CS SOAP FOR DISPENSER	67686	10/20/2020	210070		79.50	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	210236	11/03/2020	10/27/2020			579.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-500	PLASTIC BINDING SPINES 25PK	3458670915	10/07/2020	210021		1.73	
	001-040-500	FOLDER LEGAL PINK 100/BX (4)	3458737856	10/08/2020	210021		160.88	
	001-040-500	BIC BP MED BLACK PEN 60PK	3458737856	10/08/2020	210021		3.99	
	001-022-500	MONTHLY EXPAND FILE LETTER	3458737856	10/08/2020	210021		11.79	
	001-040-500	FILE FOLDERS RED LETTER 24PK	3458936865	10/10/2020	210042		5.94	
	001-040-500	FILE POCKET 3.5 LEGAL 25PK	3458936865	10/10/2020	210042		24.99	
	001-040-500	BIC HIGHLIGHTER PINK 12/BX	3458936865	10/10/2020	210042		4.02	
	001-040-500	BIC HIGHLIGHTER ORANGE 12/BX	3458936865	10/10/2020	210042		4.02	
	001-040-500	LEXMARK CS417 MAGENTA TONER	3458936865	10/10/2020	210042		103.22	
	001-040-500	LEXMARK 71B10YO YEL TONER	3458936865	10/10/2020	210042		103.72	
	001-040-500	LEXMARK CS417 BLACK TONER HY	3458936865	10/10/2020	210042		135.95	
	001-040-500	RECEIPT BOOK 3"X8" 2 PART (3)	3458936865	10/10/2020	210042		19.44	
001	CITY ELECTRIC SUPPLY CO	210238	11/03/2020	10/27/2020			893.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	FERRAZ TR100R FUSE (2)	PAS/068869	10/19/2020	210066		46.38	
	001-201-637	C-H DG223NRB 100A 240A NMA3R	PAS/068869	10/19/2020	210066		139.00	
	001-201-637	UAP7040 200A 4T METER SOCKET	PAS/068869	10/19/2020	210066		59.95	
	001-201-637	A7517 2"HUB STANARD RL OPENING	PAS/068869	10/19/2020	210066		10.09	
	001-201-637	DS125H1 1-1/4 PLATE TYPE HUB	PAS/068869	10/19/2020	210066		17.29	
	001-201-637	PVC-F TA20 2 TERMINAL ADAPTER	PAS/068869	10/19/2020	210066		1.19	
	001-201-637	GRD ROD GALV 5/8X8 (2)	PAS/068869	10/19/2020	210066		19.34	
	001-201-637	TPZ ELEC 5/8" GRD ROD CLAMP(2)	PAS/068869	10/19/2020	210066		4.63	
	001-201-637	BARE-SD-4-SOL 1000 REEL (14)	PAS/068869	10/19/2020	210066		11.17	
	001-201-637	PIPE 2" PVC SCH 80 (10)	PAS/068869	10/19/2020	210066		29.90	
	001-201-637	TPZ ELEC 2" SE CAP CLAMP-ON	PAS/068869	10/19/2020	210066		10.51	
	001-201-637	TPZ ELEC 2" RIGID 2 STRAP (3)	PAS/068869	10/19/2020	210066		1.95	
	001-201-637	THHN-3/0-BLK-19STR-CU (40)	PAS/068869	10/19/2020	210066		132.80	
	001-201-637	THHN-2-BLK-19STR-CU2 (200)	PAS/068869	10/19/2020	210066		289.40	
	001-201-637	THHN-6-GRN-19STR-CU (50)	PAS/068869	10/19/2020	210066		27.84	
	001-201-637	PVC125 1-1/4 PVC SCH 40 (40)	PAS/068869	10/19/2020	210066		53.98	
	001-201-637	PVC-F 1-1/4 90D ELBOW W/BE(2)	PAS/068869	10/19/2020	210066		4.32	
	001-201-637	PVC-F 1-1/4 TERML ADAPTER (4)	PAS/068869	10/19/2020	210066		3.00	
	001-201-637	TPZ ELEC 1-1/4 LOCKNUT (4)	PAS/068869	10/19/2020	210066		1.36	
	001-201-637	TPZ ELEC 1-1/4 PLASTIC BUSH(4)	PAS/068869	10/19/2020	210066		1.20	
	001-201-637	PVC-F CP12 1-1/4 COUPLING (2)	PAS/068869	10/19/2020	210066		1.10	
	001-201-637	PVC-F CEM20 QUART PVC CEMENT	PAS/068869	10/19/2020	210066		12.00	
	001-201-637	0210-9879 1/4X1 FENDER WASHER	PAS/068869	10/19/2020	210066		7.59	
	001-201-637	0210-9396 10X1-1/4 HEX WASH	PAS/068869	10/19/2020	210066		7.59	
001	GEO PAVE	210239	11/03/2020	10/27/2020			4,960.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-698	REPR BAYOU PIERRE BRIDGE	G-20-186	10/12/2020	201013		4,960.00	
001	BARNEYS POLICE AND HUNTING SUPPLIES	210240	11/03/2020	10/27/2020			73.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	DUTY BELT SAM BROWNE	55124	10/19/2020	210049		65.99	
	001-100-535	SHIPPING	55124	10/19/2020	210049		8.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ENGEL ELECTRIC LLC	210241	11/03/2020	10/27/2020			380.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	LABOR: CITY PARK PIER LIGHTS		210065	10/21/2020	210065		380.00
001	INSITE SOLUTIONS LLC	210243	11/03/2020	10/27/2020			3,186.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	TRAFFIC RUMBLE STRIPS 4X96 (4)		0144804-IN	10/21/2020	210047		3,066.12
	001-201-576	SHIPPING		0144804-IN	10/21/2020	210047		120.77
001	HUTTO AFFORDABLE AUTO GLASS	210244	11/03/2020	10/27/2020			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPLACE BACK WINDOW: U #57		657	10/13/2020	210051		125.00
001	STEINER SAW & MOWER	210245	11/03/2020	10/27/2020			272.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	4 A-FRAME BUSHING REAR: GATORS		453998	10/14/2020	210035		200.00
	001-100-570	4 A-FRAME BUSHING FRNT: GATORS		453998	10/14/2020	210035		72.00
001	SHERRY FARABEE, CUSTODIAN PETTY CASH	210248	11/03/2020	10/27/2020			79.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	CHRISTMAS BAGS (PARADE)		12052019	10/21/2020			2.00
	001-040-559	GLUE GUN/GLUESTICKS		12182019	10/21/2020			5.89
	001-040-559	KEY TO CITY PLATE/ELBIN		03122020	10/21/2020			5.00
	001-040-559	TITLE: 09 JEEP		08202020	10/21/2020			10.00
	001-040-559	TITLE: 04 FORD F250		08202020	10/21/2020			10.00
	001-040-559	TAGS: 09 JEEP & 04 FORD		08202020	10/21/2020			24.00
	001-040-559	DOORBELL BATTERY		08212020	10/21/2020			1.07
	001-040-559	TITLE: 2020 TRAILER		10142020	10/14/2020			10.00
	001-040-559	TAG: TRAILER		10142020	10/14/2020			12.00
001	KEVIN FINN, CUSTODIAN PETTY CASH	210249	11/03/2020	10/27/2020			58.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	PHONE CASE: SCREEN PROTECTOR		10222019	10/22/2020			53.34
	001-161-559	REIMB CPR CARD		08192020	10/22/2020			5.00
FUND TOTAL	1 Claims	to	Checks	32 Total	25,382.51 Manual	Held	Total	25,382.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PRECISION DELTA CORPORATION	210233	11/03/2020	10/27/2020			64.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	12GA 2-3/4' #7 (250 RD/CS)		17727	10/09/2020	200988		64.20
FUND TOTAL 156 Claims	to	Checks	1 Total	64.20 Manual		Held		Total 64.20

Docket of Claims
Release date from 11/03/2020 thru 11/03/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	210252	11/03/2020	10/28/2020			1,700.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		OCT 2020	10/22/2020			1,700.67
FUND TOTAL 172 Claims	to	Checks	1 Total	1,700.67	Manual	Held	Total	1,700.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	210167	11/03/2020	10/20/2020			501.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE OCT 2020	3683	10/14/2020			36.50	
	176-170-699	SHOPPING CART	3683	10/14/2020			115.00	
	176-170-699	WEB SITE MAINT:9/15-10/14/2020	3683	10/14/2020			350.00	
176	AT&T	210171	11/03/2020	10/23/2020			73.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	OCT 2020: SSP INTERNET	285615432	10/11/2020			73.45	
FUND TOTAL 176 Claims	to	Checks	2 Total	574.95	Manual	Held	Total	574.95

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
252	FIRST NATIONAL BANK TRUST DEPT	210223	11/03/2020	10/26/2020			370,408.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	252-680-801	PRN PMT: S2019 REV BOND		12012020	10/15/2020		205,000.00	
	252-680-811	INT PMT: S2019 REV BOND		12012020	10/15/2020		165,408.18	
FUND TOTAL 252 Claims	to	Checks	1 Total	370,408.18	Manual	Held	Total	370,408.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	210246	11/03/2020	10/27/2020			7,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	TOPOGRAPHIC SURVEY 100%		7815	10/26/2020			7,000.00
FUND TOTAL 300 Claims	to	Checks	1 Total	7,000.00	Manual	Held	Total	7,000.00

Docket of Claims
Release date from 11/03/2020 thru 11/03/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL	210214	11/03/2020	10/26/2020			3,429.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-763	CONST PH SERVICES		1097335	10/14/2020			3,429.72
FUND TOTAL 303 Claims	to	Checks	1 Total	3,429.72	Manual	Held	Total	3,429.72

Docket of Claims
Release date from 11/03/2020 thru 11/03/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	210229	11/03/2020	10/27/2020			43,485.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-762	FINAL DESIGN		7816	10/26/2020			43,485.00
FUND TOTAL 304 Claims	to	Checks	1 Total	43,485.00	Manual	Held	Total	43,485.00

Docket of Claims
Release date from 11/03/2020 thru 11/03/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
308	HEFLIN ENGINEERING INC	210222	11/03/2020	10/26/2020			7,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	308-176-763	CONSTRUCTION PHASE 90%		0022	10/14/2020			7,200.00
308	J E BORRIES INC	210250	11/03/2020	10/27/2020			126,998.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	308-176-720	CONSTRUCTION 88.65%		3	10/27/2020			126,998.47
FUND TOTAL 308 Claims		to	Checks	2 Total	134,198.47	Manual	Held	Total 134,198.47

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	SEYMOUR ENGINEERING PLLC Account Number 309-093-699	210226	11/03/2020	10/27/2020			2,518.75	
		Description ENVIRO ASSESSMENTS		Invoice # 7817	Date 10/27/2020	P.O.	Amount	2,518.75
309	SEYMOUR ENGINEERING PLLC Account Number 309-093-699	210228	11/03/2020	10/27/2020			2,500.00	
		Description SURVEY MALL PROPERTY		Invoice # 7706	Date 08/14/2020	P.O.	Amount	2,500.00
FUND TOTAL 309 Claims	to	Checks	2 Total	5,018.75	Manual	Held	Total	5,018.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	CALDWELL TANKS INC	210221	11/03/2020	10/26/2020			88,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-707	PROJ COMP-INV NOT RECVD		#9	08/10/2020			88,950.00
FUND TOTAL 350 Claims	to	Checks	1 Total	88,950.00	Manual	Held	Total	88,950.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	210101	11/03/2020	10/26/2020			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	NOV 2020: 2018 BOND DS		11012020	11/01/2020			25,000.00
400	2018-2019 BOND DEBT SERVICE FUND	210102	11/03/2020	10/26/2020			33,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	NOV 2020: 2019 BOND DS		11012020	11/01/2020			33,000.00
400	AT&T	210168	11/03/2020	10/20/2020			155.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2020			155.72
400	MSC 7511	210173	11/03/2020	10/22/2020			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV3885432	10/05/2020			166.49
400	FUELMAN	210175	11/03/2020	10/22/2020			65.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP58989945	10/12/2020			65.97
400	FUELMAN	210177	11/03/2020	10/22/2020			130.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59011248	10/19/2020			130.25
400	MISSION COMMUNICATIONS LLC	210207	11/03/2020	10/26/2020			3,474.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: DOLPHIN LS		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: HOLIDAY LS		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: CAMPBELL LS		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: SEACLIFF LS		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: HWY 90 NELSON LS		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: LAKEWOOD WEST		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: GUILLOTTEVILLE		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: HOYT		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: BARRACUDA		1045315	10/07/2020			347.40
	400-651-698	RENEWAL: FRENCHMAN		1045315	10/07/2020			347.40
400	MISSION COMMUNICATIONS LLC	210208	11/03/2020	10/26/2020			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	CIRCUIT BOARD: GRAVELINE		1045609	10/13/2020			250.00
400	ARISTA INFORMATION SYSTEMS INC	210209	11/03/2020	10/26/2020			3,941.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2020 STATEMENTS		30588	10/15/2020			1,141.10
	400-650-698	SEP 2020 POSTAGE		1425202010	10/15/2020			2,800.00
400	SPARKLIGHT	210213	11/03/2020	10/26/2020			71.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2020: #107663106		10162020	10/23/2020			71.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	210220	11/03/2020	10/26/2020			346.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICES	2284975234	10/14/2020			346.67	
400	COG DEPOSITORY ACCOUNT	210225	11/03/2020	10/27/2020			434,993.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	TR MEMA WIRE TO GEN FUND	10272020	10/27/2020			434,993.19	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	210234	11/03/2020	10/27/2020			1,236.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	250V CAPACITOR (15): LS SPARES	44610	10/21/2020	210073		190.05	
	400-651-584	REPAIR 3HP PUMP: ENARC LS	44611	10/21/2020	210083		1,046.00	
400	COAST CHLORINATOR & PUMP CO INC	210235	11/03/2020	10/27/2020			6,461.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-582	BOOSTER PUMP:TREATMENT PLANT	71769	10/13/2020	210050		1,020.00	
	400-651-582	EJECTOR 100PPD, CL2, HOSE THD	71786	10/16/2020	210054		567.00	
	400-651-582	20% DISCOUNT PURCHASE	71786	10/16/2020	210054		-113.40	
	400-651-582	PACKAGE SERIES 480 AUTO SWITCH	71800	10/19/2020	210058		6,650.00	
	400-651-582	25% DISCOUNT PURCHASE	71800	10/19/2020	210058		-1,662.50	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	210237	11/03/2020	10/27/2020			343.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	25/BX HANG FILE FOLDER	3458817531	10/09/2020	210040		9.99	
	400-650-500	MESH ORGANIZER	3458817531	10/09/2020	210040		15.11	
	400-650-500	HP950/951 STD CLR 4PK	3458817531	10/09/2020	210040		89.22	
	400-650-500	3 HOLE ELECTRIC PUNCH	3458817531	10/09/2020	210040		76.83	
	400-650-500	2PK LETTER OPENER (3)	3458817531	10/09/2020	210040		4.14	
	400-650-500	2021 7X8.75 PLANNER (5)	3458817531	10/09/2020	210040		70.60	
	400-650-500	2021 17X22 DESKPAD (3)	3458817531	10/09/2020	210040		14.67	
	400-650-500	2021 30X20 WALL CALENDAR (3)	3458817531	10/09/2020	210040		62.16	
	400-650-500	#19 BAG RUBBER BANDS	3458817532	10/09/2020	210040		1.02	
400	MUSCO-GULFPORT 1227	210242	11/03/2020	10/27/2020			31.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	3 HB MAG GROUND RNG	06825971	10/12/2020	200747		31.00	
400	SEYMOUR ENGINEERING PLLC	210247	11/03/2020	10/27/2020			5,428.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	GENERAL ENGINEERING	7818	10/27/2020			5,428.75	
400	COG DEPOSITORY ACCOUNT	210251	11/03/2020	10/27/2020			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-680-821	ST LNS #3 90/57 SWR	10092020	10/09/2020			7,877.45	
	400-680-822	ST LNS #4 90/57 WTR	10092020	10/09/2020			10,948.67	
	400-680-822	ST LNS #4 90/57 SWR	10092020	10/09/2020			9,019.22	
	400-680-823	ST LNS #5 ALLEN RD	10092020	10/09/2020			2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR	10092020	10/09/2020			3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR	10092020	10/09/2020			9,665.99	
FUND TOTAL 400 Claims	to	Checks	18 Total	558,522.55 Manual		Held	Total	558,522.55

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	32 Total	25,382.51 Manual	Held	Total	25,382.51
FUND 156 Claims	to	Checks	1 Total	64.20 Manual	Held	Total	64.20
FUND 172 Claims	to	Checks	1 Total	1,700.67 Manual	Held	Total	1,700.67
FUND 176 Claims	to	Checks	2 Total	574.95 Manual	Held	Total	574.95
FUND 252 Claims	to	Checks	1 Total	370,408.18 Manual	Held	Total	370,408.18
FUND 300 Claims	to	Checks	1 Total	7,000.00 Manual	Held	Total	7,000.00
FUND 303 Claims	to	Checks	1 Total	3,429.72 Manual	Held	Total	3,429.72
FUND 304 Claims	to	Checks	1 Total	43,485.00 Manual	Held	Total	43,485.00
FUND 308 Claims	to	Checks	2 Total	134,198.47 Manual	Held	Total	134,198.47
FUND 309 Claims	to	Checks	2 Total	5,018.75 Manual	Held	Total	5,018.75
FUND 350 Claims	to	Checks	1 Total	88,950.00 Manual	Held	Total	88,950.00
FUND 400 Claims	to	Checks	18 Total	558,522.55 Manual	Held	Total	558,522.55
Total for all Funds			Checks	63 Total	1,238,735.00 Manual	Held	Total 1,238,735.00

Councilman Colledge made the motion to approve Consent Agenda Items 1-6, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 472-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 are hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **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 November 3, 2020.

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

ORDER NUMBER 473-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Susan Parol to the Civil Service Commission for a period of six (6) years, effective November 2020 thru November 2026 is hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting November 3, 2020.

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

ORDER NUMBER 474-2020

WHEREAS, the City of Gautier has previously entered a Professional Services Agreement with Syscon for database server software support and application software support; and

WHEREAS, annual renewal is required for continued services under this agreement; and

WHEREAS, the renewal requires an increase in the monthly rate by \$20.00, for a total monthly charge of \$1,495.00; and

WHEREAS, the City Council hereby finds that contract renewal and approval of the addendum are 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 addendum to the Professional Services Agreement with Syscon that includes a \$20.00 monthly increase is hereby approved. The new total monthly charge is \$1,495.00.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 10/26/2020
Subject: Approval of Syscon Professional Services Agreement Extension

REQUEST:

City Council approval is requested for the renewal of the Syscon Professional Services Agreement Extension. With this agreement, Syscon will provide database server software support and application software support for Court Clerk server software and 7 Court Clerk licenses. The agreement is for 36 months at a price of \$1,495.00 monthly, which is an increase of \$20.

BACKGROUND:

Syscon will provide (1) database server software support on customer owned server and (2) application software support on customer owned workstations. Applications software licences include; Court Clerk server software and 7 Court Clerk scan/index/search licenses. The three year renewal is required to continue services and support.

DISCUSSION:

The original Agreement was signed May 25, 2010, between Syscon and City of Gautier and the terms and conditions remain unchanged until now with the price increase.

RECOMMENDATION:

City Clerk recommends the renewal of the Syscon Professional Services Agreement Extension.

ATTACHMENTS:

Professional Services Agreement Extension

This letter extends the effective dates of the original May 25, 2010 Agreement between Syscon and City of Gautier, Mississippi, for a period of 36 months from the date accepted by Customer below. All terms and conditions remain unchanged except as may be noted below.

Fixed monthly support charge of \$1,495.00 and includes Syscon software support. Under this extended agreement, Syscon will provide (1) database server software support on customer owned server and (2) application software support on customer owned workstations.

Application software licenses include:

Court Clerk server software.
7 Court Clerk scan/index/search licenses.

Customer should refresh computer equipment every 3-5 years, a duration that corresponds to industry benchmarks for the useful life. Syscon will make every effort to support customer owned equipment, but cannot guarantee availability of replacement parts outside of the equipment's useful life. Customer understands that the services provided under this Agreement do not include virus removal, equipment relocation, assistance with Internet connectivity issues, or onsite software support necessary because of a failed Internet connection. If provided, such services will be billed at our preferred customer rate.

City of Gautier (Customer)

Syscon

Name

Name

Title

Title

Date

Date

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

RESOLUTION NUMBER 084-2020

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 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 November 3, 2020.

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

ORDER NUMBER 475-2020

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 November 2020 in the amount of \$16,730.41 is hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **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 November 3, 2020.

NOVEMBER 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
003-13501-003		108.23				108.23	Pool Fill
005-19801-001		53.65				53.65	Pool Fill
005-21801-001		70.48				70.48	Pool Fill
005-23301-001		147.34				147.34	Pool Fill
007-10601-000		121.73				121.73	Pool Fill
011-12501-000	49.67	55.68				105.35	Theft
015-14601-002		165.47				165.47	Inside Faucet
016-05901-003	676.91	758.97	70.00			1,505.88	Theft
019-04101-001		56.70				56.70	Pool Fill
019-43901-005	238.67	267.60	35.00			541.27	Theft
025-22901-001		134.13				134.13	Broken Pipe
029-03601-004		153.00				153.00	Pool Fill
029-16201-005		122.01				122.01	Broken Pipe
031-11501-000		52.36				52.36	Water Heater
031-11701-001	222.92	249.94				472.86	Theft
035-03201-000		274.36				274.36	Pool Fill
035-05501-000	487.08	546.12				1,033.20	Line in Yard
035-07201-000		213.10				213.10	Line in Yard
037-34501-000		86.39				86.39	Line in Yard
050-05001-000		168.81				168.81	Line in Yard
056-22301-000	874.74	1,173.18		750.00		2,797.92	Theft
067-01501-000	755.62	847.21				1,602.83	Theft
071-04701-000		140.88				140.88	Line in Yard
077-01501-002		125.06				125.06	Pool Fill
080-10801-001		43.57				43.57	Line in Yard
080-14601-001		299.99				299.99	Pool Fill
083-02601-001		79.18				79.18	Pool Fill
086-13601-001	262.52	294.33				556.85	Theft
089-20601-007		84.08				84.08	Pool Fill
090-03801-004	111.21	124.69				235.90	Line in Yard
095-01901-002		295.20				295.20	Broken Pipe
095-18901-000		227.36	35.00			262.36	Broken Pipe
098-09901-010		294.42				294.42	Line in Yard
101-05901-001	203.37	228.01				431.38	Theft
101-10201-004		112.01				112.01	Pool Fill
101-13101-001		43.62				43.62	Line in Yard
102-00101-000				400.00	28.00	428.00	Line in Yard
102-18501-004		130.05				130.05	Inside Faucet
113-16401-000	223.16	250.22				473.38	Line in Yard
116-22801-000		303.57				303.57	Line in Yard
122-19501-002	813.20	1,090.64		500.00		2,403.84	Theft
TOTAL	4,919.07	9,993.34	140.00	1,650.00	28.00	16,730.41	
COMPLETED							

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

ORDER NUMBER 476-2020

WHEREAS, the City was awarded a grant for the installation of a 12' multiuse concrete path along the north side and a 5' sidewalk along the south side of Martin Bluff from Gautier-Vancleave Road to Martin Bluff Elementary (Roys Road); and

WHEREAS, federal funds were awarded through the Gulf Regional Planning Commission is \$720,000, with a local match of \$180,000, for a total of \$900,000; and

WHEREAS, the Grants and Projects Department requests the City Council to authorize the Chief LPA to request project activation from the Mississippi Department of Transportation for the Martin Bluff Road multiuse pathway and sidewalk project; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City authorizes the Chief LPA to request project activation from the Mississippi Department of Transportation for the Martin Bluff Road multiuse pathway and sidewalk project.

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

Motion was made by **Councilman Colledge**, seconded by **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 November 3, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 10/29/2020
Subject: Martin Bluff Road Multiuse Pathway and Sidewalk – MDOT Project Activation Request

REQUEST:

The Grants and Projects Department requests City Council authorization for the Chief LPA Official to request project activation from the Mississippi Department of Transportation for the Martin Bluff Road multiuse pathway and sidewalk project.

BACKGROUND:

The City was awarded a grant for the installation of a 12' multiuse concrete path along the north side and a 5' sidewalk along the south side of Martin Bluff Road from Gautier-Vancleave Road to Martin Bluff Elementary School (Roys Road). The federal funds awarded through the Gulf Regional Planning Commission is \$720,000, with a local match of \$180,000 for a total cost of \$900,000.

DISCUSSION:

The MDOT Project Development Manual outlines the procedures for project activation. The City Council must authorize the Chief LPA Official to request project activation before the project can move forward.

RECOMMENDATION:

Staff recommends that City Council authorize the Chief LPA Official to request project activation from the Mississippi Department of Transportation for the Martin Bluff Road multiuse pathway and sidewalk project.

City Council may:

- 1) Authorize the Chief LPA Official to request project activation from MDOT for the Martin Bluff Road multiuse pathway and sidewalk project as described above; or
- 2) Not authorize the Chief LPA Official to request project activation from MDOT for the Martin Bluff Road multiuse pathway and sidewalk project as described above.

ATTACHMENTS:

1. Request to Activate Project

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Teresa Montgomery*

*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*

November 6, 2020

David H. Seyfarth, P.E. District 6, LPA Coordinator
Mississippi Department of Transportation
16499 B Highway 49
Saucier, MS 39574

Re: MARTIN BLUFF ROAD MULTIUSE PATHWAY AND SIDEWALK
CITY OF GAUTIER, MISSISSIPPI
PROJECT INITIATION REQUEST

Dear Mr. Seyfarth,

The City of Gautier respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. Enclosed please find a copy of the resolution adopted by the City on November 3, 2020, which requests that the project be initiated by MDOT. Also enclosed is a project vicinity map.

Please feel free to contact me for additional information concerning this project. Thank you for your attention in this matter.

Sincerely,

Paula Yancey,
City Manager, City of Gautier

Enclosures: City Resolution
Vicinity Map
LPA Training Certificate

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

**RESOLUTION NUMBER 086-2020
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF**

WHEREAS, on October 26, 2020, conditions of extreme peril to the safety of persons and property arose within the City of Gautier, Mississippi; and

WHEREAS, at the time of this proclamation, a severe storm (otherwise known as Tropical Storm Zeta) has been moving along the Gulf Coast of the United States, bringing with it heavy rain and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, on October 26, 2020, Mayor, Phil Torjusen, on behalf of the City of Gautier, Mississippi proclaimed that a local emergency had arisen as a result of the above; and

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

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation, that a local emergency exists in the City of Gautier, Mississippi as of the 3rd day of November 2020; and

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

**PROCLAMATION OF LOCAL EMERGENCY
BY MAYOR PHIL TORJUSEN
REGARDING TROPICAL STORM ZETA**

WHEREAS, Mayor Phil Torjusen, of the City of Gautier, Mississippi does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City of Gautier, Mississippi due to the impending heavy rain, wind, and flood threat from Tropical Storm Zeta; and

WHEREAS, at the time of the making of this proclamation, Tropical Storm Zeta has reached 175 miles southeast of Cozumel, Mexico and could potentially reach the Gulf Coast of the United States by Wednesday, bringing heavy rain and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for health and safety of the citizens and the proclamation of their property within the affected jurisdiction; and

WHEREAS, I find and determine that the public interest requires that I proclaim a state of local emergency as authorized by law; and

NOW, THEREFORE, I, MAYOR PHIL TORJUSEN, HEREBY PROCLAIM that a local emergency exists in the City of Gautier, Mississippi as of October 26, 2020 due to the impending landfall of Tropical Storm Zeta; and

HEREBY DECLARE, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency.

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



MAYOR

Councilman Vaughan made the motion to Recess until November 17, 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 November 17, 2020.

**Tuesday
November 10, 2020
Gautier, Mississippi**

BE IT REMEMBERED THAT A SPECIAL CALL MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 10, 2020 at 1:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**November 10, 2020
CALL FOR SPECIAL MEETING**

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

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the Mayor and Council of the City of Gautier, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on November 10, 2020 at 12:00 noon. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972.

The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
November 10, 2020
1:30 PM**

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

Approval of an Exigent and Emergency Limited Services Agreement with Thompson Consulting

Approval of a Tidelands Grant Agreement with the Mississippi Department of Marine Resources

Consideration of a Conditional Use Major Permit request that would allow an automated car wash at 2235 Highway 90 in a Town Center Zoning District, PID # 82436060.000

www.gautier-ms.gov

/s/ Phil Torjusen
Phil Torjusen, Mayor

/s/ Adam Colledge
Adam Colledge

/s/ Rusty Anderson
Rusty Anderson

/s/ Mary Martin
Mary Martin

/s/ Casey Vaughan
Casey Vaughan

/s/ Richard Jackson
Richard Jackson

/s/ Cameron George
Cameron George

Meeting was called to order by Mayor Torjusen at 1:33pm.

Councilman Vaughan made the motion to approve the agenda order, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to approve the Exigent and Emergency Limited Services Agreement, as presented, with Thompson Consulting for debris monitoring. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 477-2020

WHEREAS, the City desires to engage Thompson Consulting to perform debris monitoring following Hurricane Zeta; and

WHEREAS, these services are required on an exigent and emergency basis; and

WHEREAS, Thompson Consulting has agreed to perform these services pursuant to the attached agreement; and

WHEREAS, the City Council finds these services are necessary, and that entering this agreement 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 the attached services agreement with Thompson Consulting is hereby approved.

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

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

AYES: Phil Torjusen

**Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge**

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 10, 2020.



Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

This **Exigent and Emergency Circumstances Limited Services Agreement** ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **City of Gautier, Mississippi** ("Client");

Whereas, Hurricane Zeta impacted Client and immediate action is required to address the public exigency and emergency;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

To comply with **Exhibit A, FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances**, the term of this Agreement shall commence upon issuance of Notice to Proceed from Client to Consultant and shall expire forty-five (45) days from the Notice to Proceed date. At the sole discretion of Client, this Agreement may be renewed for an additional forty-five (45) days. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work following the issuance of a Notice to Proceed in accordance with **Exhibit B, Scope of Work**.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

6. FEE FOR SERVICES

The fee for the Work under this Agreement will be based on the actual hours of services furnished, plus direct project and travel expenses, in accordance with **Exhibit C, Bill Rates**.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

8. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim and in the aggregate

9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products, to the extent permissible under Mississippi law.



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10. RESERVED

11. NO CONSEQUENTIAL DAMAGES

To the extent permissible under Mississippi law, in no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

12. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

13. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

14. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement shall survive its termination, including but not limited to the language in sections 4, 7, 9, 10, 11, 12, 15, 16

15. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Mississippi and any suit brought by either party shall be brought in a court of competent jurisdiction in the State where the Work is performed.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the previous paragraph 15.

17. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

18. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: _____

Attention: _____

Address: _____

Consultant: Thompson Consulting Services, LLC

Attention: Jon Hoyle, President

Address: 1135 Townpark Avenue

Suite 2101

Lake Mary, FL 32746

With a copy to:

Attention: Chad Brown, Chief Legal Officer

Address: 2970 Cottage Hill Road

Suite 190

Mobile, AL 36606

19. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. Consultant shall maintain adequate records of all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's



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place of business for purposes of inspection, reproduction and audit without restriction.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than five (5) years after Consultant completes its Scope of Services under this Agreement, or such shorter period for filing action in accordance with the governing law.

E. **Exhibit D, Federal Uniform Guidance Requirements** is incorporated into this Agreement.

F. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

G. In the event of a conflict between the terms and conditions contained in this Agreement and the Attachments hereto, this Agreement shall control.

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Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

City of Gautier, Mississippi

Name: _____

Title: _____

Date: _____



Thompson Consulting Services, LLC

Name: Jon Hoyle

Title: President

Date: November 9, 2020

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena
lpna@thompsoncs.net
(407) 792-0018 - Phone

Procurement Under Grants: Under Exigent or Emergency Circumstances

The Federal Emergency Management Agency (FEMA) provides financial assistance to states, territories, tribes, local governments, nonprofits, institutions of higher education, and other non-Federal entities. All FEMA grant programs are subject to the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326. Recognizing that FEMA’s recipients and subrecipients may face exigencies or emergencies when carrying out a FEMA award, this Fact Sheet provides key information to consider when utilizing contracted resources under exigent or emergency circumstances.

What Rules Apply to State Entities?

States are required to follow their own procurement procedures as well as the Federal requirements for procurement of recovered materials and inclusion of required contract provisions per 2 C.F.R. §§ 200.317, 200.322, and 200.326.

For purposes of the Federal procurement requirements, states are defined as the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Northern Mariana Islands, and any agency or instrumentality thereof except for local governments. Tribal governments are not considered to be states when applying Federal procurement standards required by 2 C.F.R. Part 200.

What Rules Apply to Non-State Entities?

For all other types of entities, referred to as “non-state entities” in this Fact Sheet, Federal regulations (2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) establish requirements for the exigency or emergency exception that permits the use of noncompetitive procurements, frequently referred to as “sole-source contracting.” This exception and associated procurement requirements are discussed further below. In general, it will be fact-specific and entity-specific as to when exigent or emergency circumstances necessitate the use of noncompetitive procurements. The answers to the frequently asked questions below provide additional guidance on the acceptable use of noncompetitive proposals under exigent or emergency circumstances, which is described in regulation at 2 C.F.R. § 200.320(f)(2).

It is essential that all non-state entities understand that both FEMA and the U.S. Department of Homeland Security's Office of Inspector General (OIG) closely review procurement actions and contract selections, with a particular emphasis on noncompetitive procurement actions, to evaluate compliance with Federal requirements. ***Failure to follow Federal contracting and procurement requirements puts non-state entities at risk of not receiving reimbursement or not being able to use FEMA grant funds for otherwise eligible costs.***

What is the exigency or emergency exception?

Non-state entities must follow the procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326. However, Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. FEMA approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.

When referring to procurement activity, FEMA defines both exigency and emergency as situations that demand immediate aid or action. The difference between the two is that:

- In the case of an **exigency**, there is a need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the non-state entity, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.
- In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.

While emergency conditions generally are short-lived, exigent circumstances can exist for a period of weeks or months.

- **Exigency Example:** A tornado impacts a city in June and causes widespread and catastrophic damage, including damage to a city school. The city wants to repair the school and have it ready for use by the beginning of the school year in September. The city estimates, based on past experience, that awarding a contract using a sealed bidding process would require at least 90 days, and the city's engineer estimates that the repair work would last another 60 days. This would extend the project beyond the beginning of the school year. Rather than conducting a sealed bidding process, the city—in compliance with state and local law—wants to sole source with a contractor it has contracted with previously. The city can demonstrate that this constitutes an “exigent circumstance” because use of a sealed bidding process would cause an unacceptable delay and thus procurement by noncompetitive methods was necessary based on the particular situation.
- **Emergency Example #1 (Disaster Grants):** Severe weather impacts a city and causes widespread and catastrophic damage, including loss of life, widespread flooding, loss of power, damage to public and private structures, and millions of cubic yards of debris across the city, leaving almost the entire jurisdiction inaccessible. The city needs to begin debris removal activities immediately to restore access to the community, support search and rescue operations, power restoration, and address health and safety concerns. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

- **Emergency Example #2 (Non-Disaster Grants):** The weather in a city has been below freezing for the past 2 weeks, causing a pipe in the city's emergency operations center to burst and flood the first floor. This flood destroyed half of the city's radios that its emergency workers use to communicate with police and fire personnel. The city documented and demonstrated that it needed to replace these radios right away to avert an immediate threat to life, safety, or property as the city needed a full supply of radios in order to respond to emergencies. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

When does the exigency or emergency exception apply and for how long?

Use of the public exigency or emergency exception *is only permissible during the actual exigent or emergency circumstances*. Exigency or emergency circumstances will vary for each incident, making it difficult to determine in advance or assign a particular time frame when noncompetitive procurements may be warranted. Exigent or emergency circumstances may exist for two days, two weeks, two months, or even longer in some cases. Non-state entities must ensure that work performed under the noncompetitively procured contracts is specifically related to the exigent or emergency circumstance in effect at the time of procurement. Importantly, because the exception to competitive procurement is available only while the exigent or emergency circumstances exist, non-state entities should, upon awarding a noncompetitive contract, immediately begin the process of competitively procuring similar goods and services in order to transition to the competitively procured contracts as soon as the exigent or emergency circumstances cease to exist.

FEMA may review a non-state entity's justification that exigent or emergency circumstances warrant an exception to competitive procurement. If the agency determines that exigent or emergency circumstances did not exist or did not preclude a non-state entity from adhering to competitive procurement requirements, FEMA may disallow all or part of the non-state entity's cost related to the contract or take other actions permitted by statute and regulation. (See 2 C.F.R. § 200.338).

What documentation is required to support the use of the exigency or emergency exception?

While FEMA approval is not required for a non-state entity to use noncompetitive procurement proposals under the emergency or exigency exception, non-state entities must document and provide justification for the use of the exigent or emergency exception. A list of elements that non-state entities may wish to include as part of their written justifications can be found at the end of this Fact Sheet. The justification must be included in the non-state entity's records for each FEMA award, subaward, or project.

Do any Federal procurement requirements apply if a non-state entity is sole-sourcing a contract under exigent or emergency circumstances?

Yes, non-state entities must comply with the following requirements even when exigent or emergency circumstances exist:

- Contracts must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II) (also applicable to states).
- Contracts exceeding the Federal simplified acquisition threshold must include the Federal bonding requirements if the contract is for construction or facility improvement (2 C.F.R. § 200.325).

- Contracts must be awarded to a responsible contractor (2 C.F.R. § 200.318(h)).
- The non-state entity must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable if the contract exceeds or is expected to exceed the Federal simplified acquisition threshold (2 C.F.R. § 200.323(a) and (b)).
- The use of cost-plus-percentage-of-cost contracting is prohibited (2 C.F.R. § 200.323(c)).
- Use of time and materials contracts must comply with 2 C.F.R. § 200.318(j).
- The non-state entity must follow documentation, oversight, and conflict of interest requirements among other general procurement requirements in 2 C.F.R. § 200.318. If a conflict of interest is unavoidable due to the exigent/emergency circumstances, the non-state entity must explain that in the procurement documentation.

What if the non-state entity wants to use a pre-awarded or pre-existing contract in an exigency or emergency and that contract does not comply with the Federal procurement requirements?

If a pre-awarded or pre-existing contract is not in compliance with the Federal procurement requirements (e.g., the contract was not fully and openly competed (see 2 C.F.R. §§ 200.319, 200.320), the six affirmative socioeconomic contracting steps were not completed (2 C.F.R. § 200.321), there is a conflict of interest involved (2 C.F.R. § 200.318)), it may still be possible to use the contract for the duration of the exigency or emergency. FEMA recommends that non-state entities review the list of procurement requirements above and take actions to modify pre-awarded or pre-existing contracts where applicable. In addition, non-state entities must prepare the appropriate documentation to justify the use of a noncompetitively procured contract.

Can non-state entities use time and materials (T&M) contracts in an exigency or emergency?

Yes, but only under certain circumstances. FEMA advises against the use of T&M contracts and generally limits the use of these contracts to a short time period where the scope or duration of the work is unclear. T&M contracts do not incentivize contractors to control costs or maximize labor efficiency. FEMA may reimburse costs incurred under a T&M contract only if all of the following apply:

- No other contract was suitable;
- The contract has a ceiling price that the contractor exceeds at its own risk; and
- The non-state entity can demonstrate it provided a high degree of oversight to obtain reasonable assurance that the contractor used efficient methods and effective cost controls.

Can a non-state entity award cost-plus-a-percentage-of-cost contracts or contracts with a percentage-of construction-cost method in an exigency or emergency?

No. This prohibition applies to all work, regardless of the circumstances (2 C.F.R. § 200.323(d)).

Can non-state entities use *piggyback* contracts in an exigency or emergency?

Piggyback contracting occurs when one entity with an existing contract assigns some or all of its contractual rights to another entity that was not previously party to the contract. Generally, FEMA discourages piggyback contracts because the original contract pertains to the needs of the original entity with a specific scope of work for that entity. While there may be circumstances when piggybacking is permissible, in almost all instances, the scope of work would need to be changed to include the needs of a non-state entity, and changes to the scope of work are generally not permitted as there is not likely to be full and open competition for the expanded scope of work. However, during emergency and exigency circumstances, non-state entities may be able to piggyback another entity's contract and expand the scope of a contract for the period of the emergency or exigency circumstance.

Note that a non-state entity may choose to enter into a separate contract with the same contractor as another entity, using the same terms and conditions as in that other entity's contract, with only a change in the scope of work and the associated costs. However, this is sole-source contracting rather than piggyback contracting, and it must meet the requirements for noncompetitive procurement under exigency or emergency circumstances as described elsewhere in this Fact Sheet.

If a non-state entity is contemplating the use of piggyback contracting, it should contact its state or territory liaison, or the applicable FEMA Program Office to request FEMA assistance with contract review. For assistance with FEMA contact information, the entity should contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or askcsid@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.

Can states use time and materials (T&M) or cost-plus-percentage-of-cost (CPPC) contracts in an exigency or emergency?

While the Federal procurement rules do not prohibit the use of T&M contracts and CPPC contracts by states, FEMA discourages states from using these contracts because they generally lack provisions that control costs and maximize efficiency in performing work. FEMA and the OIG closely scrutinize these types of contracts for cost reasonableness.

Although T&M contracts are discouraged, there may be instances where T&M contracts are appropriate in the short term for activities such as debris removal, emergency power restoration, or other immediate actions required to address emergency health and safety threats under a Public Assistance award. States entering into T&M contracts are encouraged to include language in the contract that specifies a ceiling price and limits the duration of the contract to a short time period, thus providing the state time to develop a scope of work and transition to the more competitive procurement procedures.

As a reminder, 2 C.F.R. § 200.317 requires states to follow: (1) the same policies and procedures they use for procurements using non-Federal funds; (2) 2 C.F.R. § 200.322 (procurement of recovered materials); and (3) 2 C.F.R. § 200.326 (required contract provisions). These requirements apply regardless of whether exigency or emergency circumstances exist. States must ensure that they are also in compliance with the cost principles in 2 C.F.R. §§ 200.400 – 200.474, including ensuring that costs are reasonable, as defined in 2 C.F.R. § 200.404.

Additional Information and Resources

Non-state entities should consult as soon as possible with all appropriate parties, including their own legal counsel, to review their procurement policies, actions, and contracts and compare them to the Federal procurement requirements. Non-state entities also should contact their state or territory liaisons, or applicable FEMA Program Office to request assistance with any procurement activity concerns. For assistance with FEMA contact information, the entity should contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or askcsid@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.

Detailed procurement and contracting information is available on the FEMA website at www.fema.gov/procurement-disaster-assistance-team. While the guidance available at that website is specifically applicable to FEMA's Public Assistance Program, it is a useful resource for FEMA's other grant programs as the procurement requirements in 2 C.F.R. Part 200 apply to all of FEMA's grant programs. The current Code of Federal Regulations referenced in this guidance can be accessed at www.eCFR.gov. The annual Code of Federal Regulations is available at <https://www.govinfo.gov/app/collection/cfr>, and the applicable regulations will be the ones in place at the time FEMA issued the declaration or made the award.

Suggested Elements for Noncompetitive Procurement Justification

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:
 - The item is available only from a single source;
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - After solicitation of a number of sources, competition is determined inadequate.
2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.
3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).
4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).
6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.
7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

NOTE: A separate justification is required for each instance of noncompetitive procurement.

EXHIBIT B

SCOPE OF WORK

Thompson's approach to providing disaster response and recovery services to the Client maintains a primary focus on the efficient and effective utilization of available resources while assisting the Client in navigating the funding and compliance channels. Thompson will closely adhere to the project execution strategy and task response times outlined below to meet or exceed the Client's expectations.

Project Execution Utilizing Automated Debris Management System

Thompson will execute the proposed tasks described below with our best-in-class Automated Debris Management System (ADMS) hardware and software system, Thompson Data Management Suite (TDMS). Thompson's ADMS was developed in-house and is proprietary. We do not rely on licensing for the use of an ADMS. The TDMS collection of hardware, software and communications infrastructure is detailed in the table below.

Table 1: Thompson Data Management Suite (TDMS)

TDMS Component	Description
TDMSmobile	ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically. TDMSmobile can be utilized for a variety of programs and operations including truck certification, right-of-way (ROW) collection, tree work (leaners/hangers/stumps), private property debris removal (PPDR), demolitions, haul out/disposal, and monitor management. TDMSmobile has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised.
TDMSweb	TDMSweb is a web based application that serves as the backbone of the TDMS for storage and data management. TDMSweb provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.
TDMSmaps	TDMSmaps is a web based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. The Client will have full access to live maps, progress maps and query maps which will allow the Client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.
TDMSclient	TDMSclient is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMSclient provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents

Technical Approach by Task

Thompson's project understanding and approach to assisting the Client in disaster debris monitoring operations and the associated management and accounting requirements is detailed in the table below:

Table 2: Project Approach and Deliverables

Task / Mobilization Time	Description
1. Debris Program Implementation	
12-24 hours following notice to proceed (NTP)	Thompson will implement a program based on the specific needs of the Client, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.

2. Onboarding and Training of Employees	
12-24 hours following NTP	Thompson will identify local residents to onboard and train to be debris monitors. This effort will help skilled residents participate in the recovery efforts with a meaningful impact and earn a competitive hourly wage. Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
12-24 hours following NTP	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards including working near traffic. Thompson's safety program is focused on the safety of Thompson monitors and field personnel. Thompson will deploy a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.
4. Measure and Certify Trucks by FEMA PAPPG Standards	
12-24 hours following NTP	Peak truck certification occurs during the first week of debris removal operations. Thompson will perform "spot field audits" and recertify trucks throughout the debris removal operation. Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to the side of each debris removal truck.
5. Deploy Loading Site Collection Monitors	
24-48 hours following NTP	Thompson will deploy collection monitors based on the debris removal contractor's mobilization and certification of trucks. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from Client ROW and other collection zones identified and approved by the Client. The collection monitor will perform all duties outlined in the SOW and directed by Client debris management personnel.
6. Deploy Debris Management Site Monitors	
24-48 hours following NTP	Thompson will ensure that the Client Debris Management Sites (DMS) meet all MDEQ requirements. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. Thompson will work with Debris Removal Contractor(s) to obtain copies of all DMS permits.
7. Deploy Field Supervisors / Field Supervisors	
24-48 hours following NTP	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ratio is encouraged by FEMA.
8. FEMA Consultation	
Scheduled after applicant kickoff	Thompson has recent experience with FEMA's new delivery model using Grants Portal and, at the direction of the Client, is prepared to participate in project scoping meetings with FEMA.
9. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
24-48 hours following NTP	Thompson is prepared to expedite the program based on availability of specialized tree equipment. GPS coordinates, measurements, and photos will be taken for tree work. All hazardous stumps must be approved by FEMA prior to removal.
10. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
Once debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs. Thompson will work with the Client to identify an ordinance that clearly grants the Client with the authority to enter private property to remove and dispose of debris, establish a multi-step process to ensure all proper notifications are made to property owners and develop a public outreach plan to ensure that Client residents in need are able to participate in the program
11. Private Property Debris Removal Monitoring	
TBD, based on input from State and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions. Each property will have a "PPDR" packet with all documentation necessary for regulatory requirements and FEMA reimbursement including Client ordinance, notifications, executed ROE, FEMA/State approval, FEMA HP review and approval, asbestos abatement approval, utility disconnect documentations, site survey, photographs, and close-out documentation.

12. Specialized Debris Removal Monitoring

TBD, based on input from State and FEMA

Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, debris removal from parks and trails, beach debris removal and the removal of vehicles and vessels.

13. Accumulate Daily Field Data

48 hours following NTP

Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program. Thompson's reporting tool is flexible and can be tailored to report debris removal by any number of parameters.

14. Timekeeping QA/QC

1 week after removal operations begin

Every night, Thompson will perform QA/QC on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field for employee review and approval. Any discrepancies in time are reviewed and reconciled by management.

15. Reconcile Contractor Invoices

1 week after removal operations begin

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the Client and comply with the invoicing and payment term in the debris removal contract. All approved invoices will be "audit ready" packages that are organized and formatted to upload into FEMA's Grants Portal.

16. Develop FEMA Project Worksheets

On-going throughout recovery operation

Thompson will prioritize Category A and B Project Worksheets and provide support to the Client with Permanent Work (Categories C-G) Project Worksheets upon request.

EXHIBIT C

BILL RATES

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs, including but not limited to, lodging, per diem, supplies, rental equipment, and other direct project expenses, will be billed to the client at cost without markup.

Table 1: Thompson Hourly Rates

Position	Rate
Automated Debris Management System (ADMS)	3.50
Administrative Support	28.00
Data Manager	62.50
Data Support	45.00
Debris Monitor ¹	32.50
Field Supervisor	50.00
GIS Analyst	50.00
Operations Manager	60.00
Project Manager	65.00

¹ An ADMS charge applies to the positions that require the use of an ADMS handheld device and hip printer.

EXHIBIT D

Federal Uniform Guidance Requirements

This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the Client, Consultant, or any other party pertaining to any matter resulting from the contract. The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) The Client must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL OPPORTUNITY CLAUSES

EXHIBIT D

Compliance with Regulations: The Consultant shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the

EXHIBIT D

Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub Consultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH DAVIS-BACON ACT

(1) Consultant. When the construction, alteration, or repair of public buildings or public works is applicable to Consultant's Work, the Consultant shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Consultant or sub Consultant shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the sub Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any sub Consultant or lower tier sub Consultant with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and sub Consultant as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Consultant or sub Consultant shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the sub Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any sub Consultant or lower tier sub Consultant with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and sub Consultant as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704. AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Consultant or sub Consultant contracting for any part of the contract work which may require or involve the employment of laborers or

EXHIBIT D

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any sub Consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub Consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or sub Consultant under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY EFFICIENCY AND CONSERVATION ACT

Consultant agrees to comply with all applicable standards, orders or regulations

EXHIBIT D

issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Client. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State and the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this contract. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

EXHIBIT D

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Consultant Covered Transactions

- (3) The prospective Consultant of the Recipient, Thompson Consulting Services, LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (4) Where the Recipient's Consultant is unable to certify to the above statement, the prospective Consultant shall attach an explanation to this form.

CONSULTANT:

Thompson Consulting Services, LLC

By
Signature

Jon Hoyle, President

Name and Title

1135 Townpark Ave Ste 2101

Street Address

Lake Mary, FL 32746

City, State, Zip

11/05/2020

Date

Recipient's Name

Division Contract Number

FEMA Project Number

EXHIBIT D

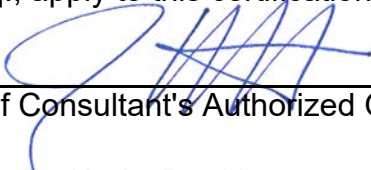
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Jon Hoyle, President

Name and Title of Consultant's Authorized Official

11/05/2020

Date

Mayor Torjusen made the motion to enter into a Tidelands Grants Agreement with the Mississippi Department of Marine Resources, as presented. Councilman Vaughan 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:

ORDER NUMBER 478-2020

WHEREAS, on the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a Tidelands grant award in the amount of \$250,000 for the Shepard State Park Project; and

WHEREAS, in order to utilize these funds, the City must enter the attached agreement; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a grant agreement with Mississippi Department of Marine Resources (MDMR) for Tidelands funding for the Shepard State Park Project in the amount of \$250,000.00.

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

Motion was made by **Mayor Torjusen**, 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 November 10, 2020.

Councilman Vaughan made the motion to accept the Planning Commission and Planning Department's recommendation and consider a Conditional Use-Major Permit, as presented, that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 22-22-CU), based on the evidence that all criteria have been met. 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 479-2020

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 20-22-CU
2235 HIGHWAY 90 – TC TOWN CENTER ZONING DISTRICT
REGARDING PARCEL ID NO: 82436060.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow an automated car wash in a TC Town Center Zoning District was submitted by Troy Lirette; and

WHEREAS, the parcel subject to this Permit is located at 2235 Highway 90 in Gautier, Mississippi; and

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

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

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

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

WHEREAS, the City Council hereby finds that the proposed use, classified as an automated car wash at 2235 Highway 90, is permitted as a Conditional Use-Major in the TC Town Center Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the application submitted by Troy Lirette on September 11, 2020 for a Conditional Use-Major Permit.

IT IS FURTHER ORDERED that no specific conditions are required for the permit to be issued.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 10, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/9/2020
Subject: Consideration of a Conditional Use Major Permit request that would allow an automated car wash at 2235 Highway 90 in a Town Center Zoning District, PID # 82436060

REQUEST:

The Planning Department has received a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

Location: 2235 Highway 90 (See Exhibit A)

General features of the proposed project:

Total Area: 2.38 Acres

Existing Zoning – TC Town Center (See Exhibit B)

Existing Land Use – Vacant (See Exhibit C)

Comprehensive Plan Future Land Use Designation – Town Center. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes.

Staff Finding: Yes, Automated Car Wash is listed as a Conditional Use-Major in a TC Town Center District.

Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: See Attached.

Staff Finding: The proposed use is allowed in a TC zoning district with a Major Conditional Use.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, should increase value.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: According to the Unified Development Ordinance, "Car Wash, Automated" requires a Major Conditional Use in a TC Town Center district.

Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

Planning Commission finds that the proposed use will be compatible and harmonious with the TC Town Center Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 11.5.20
2. Complete Packet 20-22-CU

Excerpt from November 5, 2020 Planning Commission Meeting (GPC 20-22-CU)

The Planning Department has received a request from Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District (GPC Case No. 20-22-CU).

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

REQUEST:

The Planning Department has received a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

1. Location: 2235 Highway 90 (See Exhibit A)
2. General features of the proposed project:
Total Area: 2.38 Acres
3. Existing Zoning – TC Town Center (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Town Center. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes.

Staff Finding: Yes, Automated Car Wash is listed as a Conditional Use-Major in a TC Town Center District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: See Attached.

Staff Finding: The proposed use is allowed in a TC zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, should increase value.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: According to the Unified Development Ordinance, “Car Wash, Automated” requires a Major Conditional Use in a TC Town Center district.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated “Conditional Uses-Major” are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed use will be compatible and harmonious with the TC Town Center Zoning District and recommends approval with no additional proposed conditions

other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

Mr. Lirette advised the Commission that entrance to the car wash would be from Ladnier Road and exit would be on the frontage road. He also explained the car wash would be on the east side of the lot and that he would be leaving the green space on the corner of the frontage road and Ladnier Road.

There were none in attendance speaking in opposition.

Commissioner Jamison made a motion to recommend that City Council approve the Conditional Use Major based on the evidence in the record that all criteria had been met.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

November 5, 2020

GPC #20-22-CU

Troy Lirette

2235 Highway 90

VII. NEW BUSINESS

1. Consider a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU)

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: October 14, 2020

Subject: Consider a request for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District (GPC Case No. 20-22-CU)

REQUEST:

The Planning Department has received a request by Troy Lirette for a Conditional Use-Major that would allow an automated car wash at 2235 Highway 90 in a TC Town Center Zoning District, PID #82436060.000 (GPC Case No. 20-22-CU). The application fee of \$250 was paid on September 11, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

1. Location: 2235 Highway 90 (See Exhibit A)
2. General features of the proposed project:
Total Area: 2.38 Acres
3. Existing Zoning – TC Town Center (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Town Center. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Yes.

Staff Finding: Yes, Automated Car Wash is listed as a Conditional Use-Major in a TC Town Center District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: See Attached.

Staff Finding: The proposed use is allowed in a TC zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, should increase value.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: Yes.

Staff Response: According to the Unified Development Ordinance, "Car Wash, Automated" requires a Major Conditional Use in a TC Town Center district.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed use will be compatible and harmonious with the TC Town Center Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

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
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

OPC 20-22-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Conditional Use - Major ✓

\$250.00

TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:

FEE:

Conditional Use - Minor

\$250.00

Name of Applicant:

Troy Lirette

Name of Business:

Cajun Clean Car Wash

Phone:

(228) 861-3940

Property Address:

2235 Hwy 90

Mailing Address (if Different):

E-Mail Address:

troy_lirette@yahoo.com

PID # 82436060.000

Proposed Use Requiring Conditional Use:

Automated Conveyor CAR WASH (Refer to Article V, UDO)

in TC Town Center

Proposed Location is: ☒ New Build ☐ Existing (with no modifications) ☒ Existing (with proposed modifications)

New Construction / Bank Demo

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Answers to the Criteria for Approval (see attached).
- ✓ 2. Project Narrative (see attached).
- ✓ 4. Diagram of intended use (see attached).
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- ✓ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s):

Troy M Lirette

Date of Application:

9/9/2020

FOR OFFICE USE ONLY

Date Received 9-11-2020 Verify as Complete ✓

Fee Amount Received 250.00 Initials of Employee Receiving Application BS

OWNER'S CONSENT AND DESIGNATION OF AGENT

Herman E. Smith for
I, Merchants & Marine Bank, the fee simple owner of the following
described property (address or parcel ID number(s) if no address assigned):

2235 U S Hwy 90, Gautier MS 39553

hereby petition to the City of Gautier to allow Troy Lirette
and affirm that (name of person) _____
Troy Lirette is hereby designated to
act as agent on my behalf to accomplish the above.

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

Herman E. Smith
(Owner's Signature) Herman E. Smith, EVP
for Merchants & Marine Bank

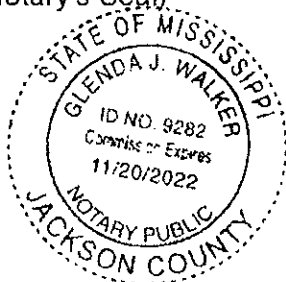
The foregoing instrument was acknowledged before me this 5th day of November
20 20 by Herman E. Smith, EVP for M&M Bank, who
is personally known to me or has produced _____
as identification and who did take an oath.

Glenda J Walker
(Printed Name of Notary Public)

Glenda J Walker
(Signature of Notary Public)

Commission # 9282. My commission expires 11-20-2022.

(Notary's Seal)



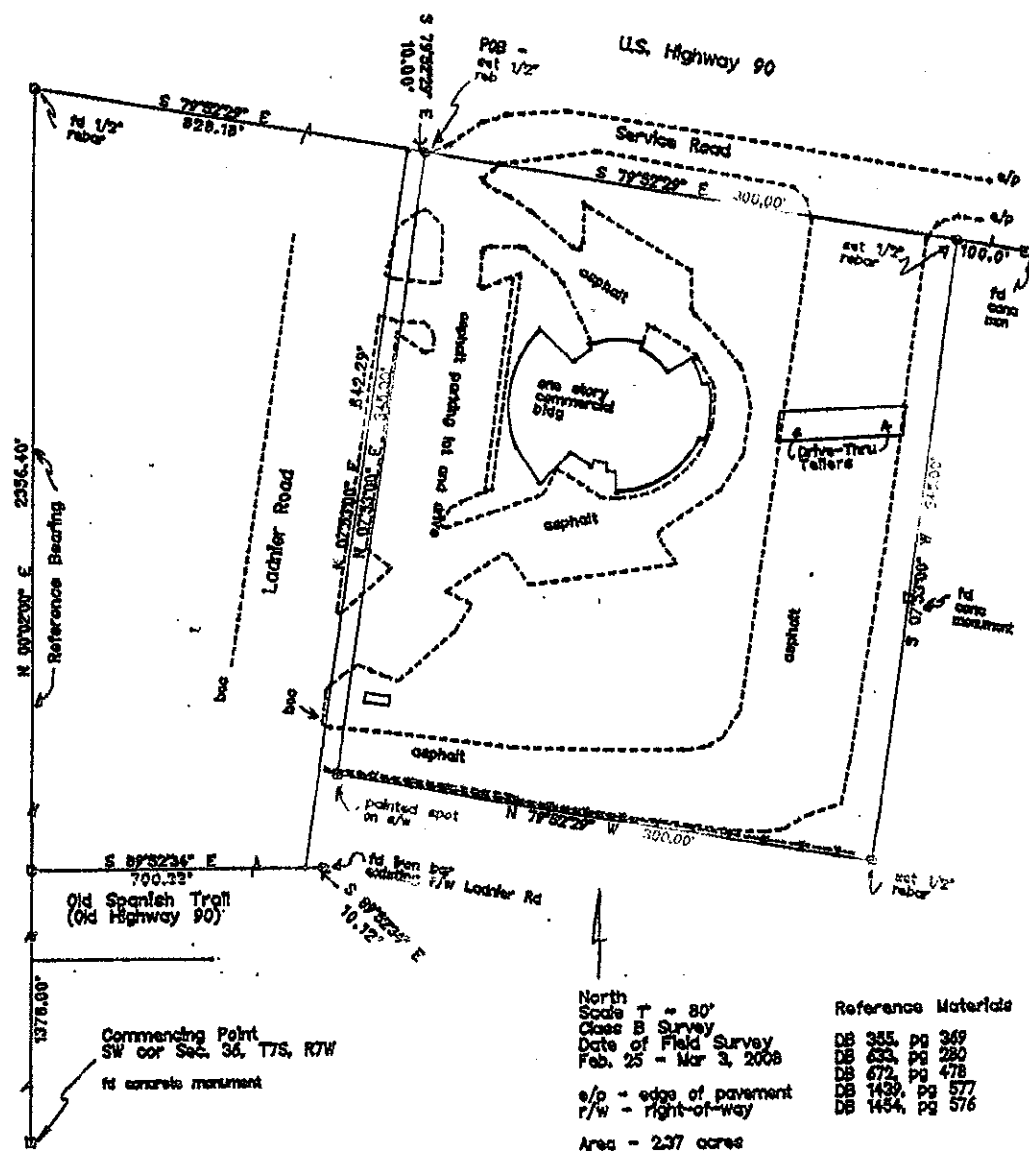
Description: A tract of land situated in Section 36, Township 7 South, Range 7 West, Gautier, Jackson County, Mississippi and more particularly described as follows: Commencing at the Southwest corner of Section 36; thence North 0 degrees 02 minutes East along the West line of Section 36, 1378.00 feet to the North right-of-way of Old Spanish Trail (formerly - Old U. S. Highway 90); thence South 89 degrees 52 minutes 34 seconds East along the North right-of-way of said road 700.33 feet (recorded - South 89 degrees 30 minutes East 700.62 feet) to the East right-of-way of Ladnier Road (before widening); thence North 7 degrees 53 minutes West 842.29 feet (recorded - 842.20 feet) to the South right-of-way of U. S. Highway 90; thence South 79 degrees 52 minutes 29 seconds East (recorded - South 79 degrees 50 minutes East) along the South right-of-way of said highway 10.00 feet to the East right-of-way of Ladnier Road and to the Point of Beginning; thence South 79 degrees 52 minutes 29 seconds East along the South right-of-way of U. S. Highway 90, 300.00 feet; thence South 7 degrees 53 minutes West 345.00 feet; thence North 79 degrees 52 minutes 29 seconds West 300.00 feet to the East right-of-way of Ladnier Road as now existing; thence North 7 degrees 53 minutes East along the East right-of-way of Ladnier Road 345.00 feet to the Point of Beginning.

This property is located in Flood Zone X according to Flood Insurance Rate Map #280332 0005 E, Revised August 18, 1992.

Aldred Surveying Co.
P.O. Box 2201
Pascagoula, Ms. 39569
A08096

Lewis Aldred, Jr. P.L.S.
March 3, 2008

300' x 100'
2.97 acres



STATE OF MISSISSIPPI
COUNTY OF JACKSON

ASSIGNMENT OF PURCHASE AGREEMENT

WHEREAS, a two(2) page Purchase Agreement was entered into between RICHARDSON, INC., as Buyer, and MERCHANTS & MARINE BANK, as Seller, which became effective on June 19th, 2020, which set forth terms and conditions of the sale and purchase of the real property and improvements located at 2235 U.S. Highway 90, Gautier, Mississippi, a copy of said Purchase Agreement is attached hereto.

AND WHEREAS, the said Buyer has agreed to assign all of it's right, title and interest in the said Purchase Agreement to TROY LIRETTE, and MERCHANTS & MARINE BANK consents to the assignment provided that the sale is to be closed no later than 5:00 p.m. on November 15th, 2020. ^{20th 82} _{AB}
If said sale is not closed by such date, then the \$25,000 earnest money deposit which was previously paid by RICHARDSON, INC. shall be forfeited to said Seller.

Herman Smith
MERCHANTS & MARINE BANK

10-7-20
DATE

T. Richardson
RICHARDSON, INC.

10/5/20
DATE

Troy Lrette
TROY LIRETTE

10/4/20
DATE

82436060.000 MERCHANTS & MARINE BANK

PIDN: 82436060.000

GISP: 777.36-03-0117.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: MERCHANTS & MARINE BANK

Name 2:

Mailing Address: P O DRAWER 729
PASCAGOULA MS
39567

Site Address: 2235 HWY 90 GAUTIER

Land Information

Section: 36 Acreage: 2.38

Township: 7S

Range: 7W

Street Name HWY 90

Value and Tax Information

Total Assessed Value: 108206

Total Appraised Value: 721370

Improvement Value: 507990

Land Value: 213380

Tax Amount: 15884

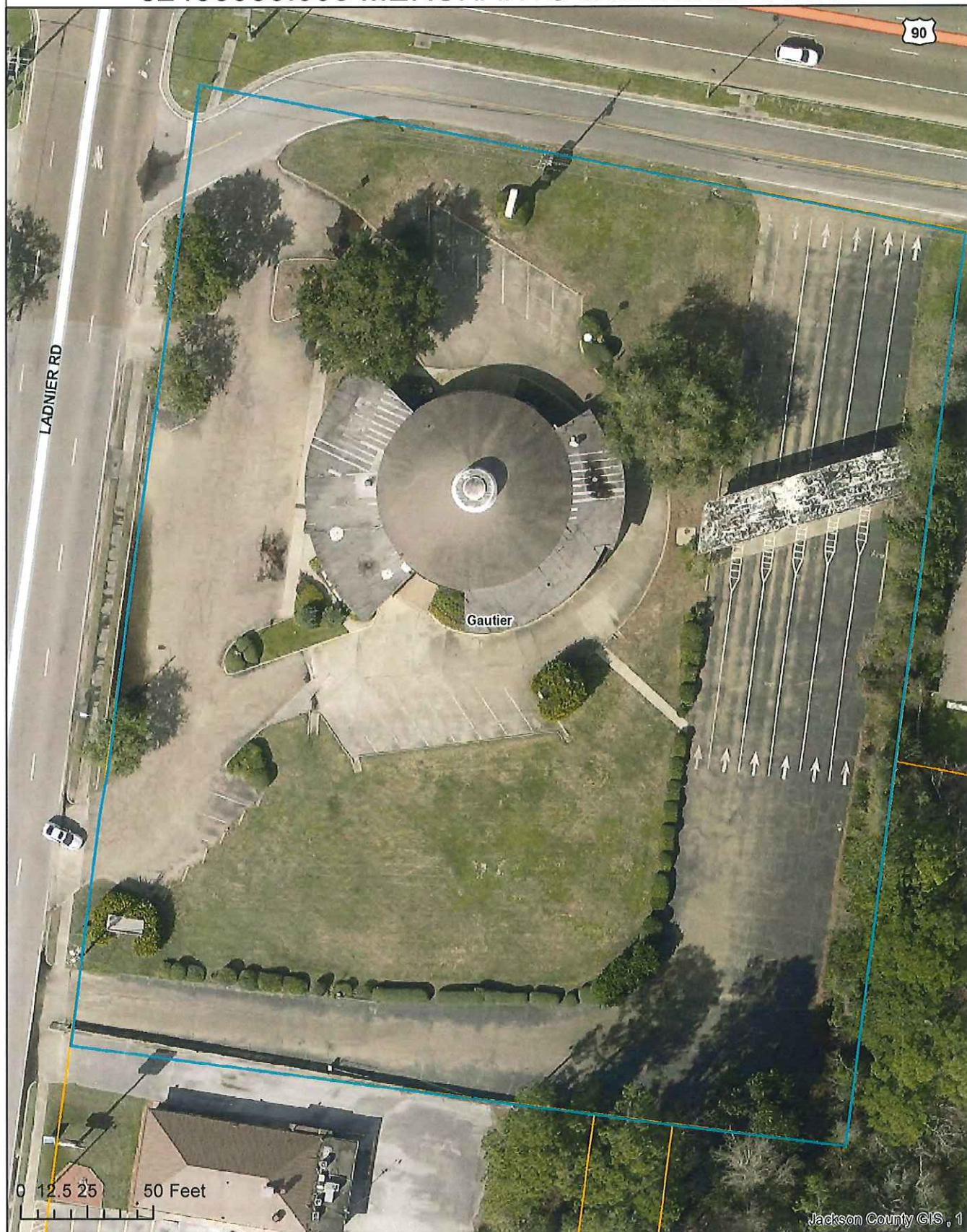
SQ FT: 6961 Year Built: 1972

Legal Description

Description: BEG INTER E/MARG LADNIER RD &
S/M HWY 90 S 79 DEG E 300' S
7 DEG W 345' N 79 DEG W 300' N
7 DEG E 345' TO POB DB 368-72
DB 672-478 (117 Map777.36-03)

Deed Book / Page: 368 / 72

82436060.000 MERCHANTS & MARINE BANK



CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
YES
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans. *SEE ATTACHED*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *NO, Should increase Value.*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
NO
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? *YES*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
YES
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. *NO*
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. *YES*

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.



Conditional Use Narrative

Cajun Clean Car Wash is requesting permission to build it's second location in the City of Gautier, located at 2235 Hwy 90. This is presently the old M&M bank location.

We are a local company and our first location is located at 2240 Denny Avenue in Pascagoula. We strongly believe that Gautier would be a great addition to our company.

Cajun Clean Car Wash takes pride in not only building a beautiful, state of the art building but uses the best car wash equipment available. Our operations are maned with multiple employees throughout all business hours. We provide a top-quality conveyor car wash experience with unlimited free vacuums and floor mat cleaners.

Our locations stay clean, well lite, and landscape manicured at all times.

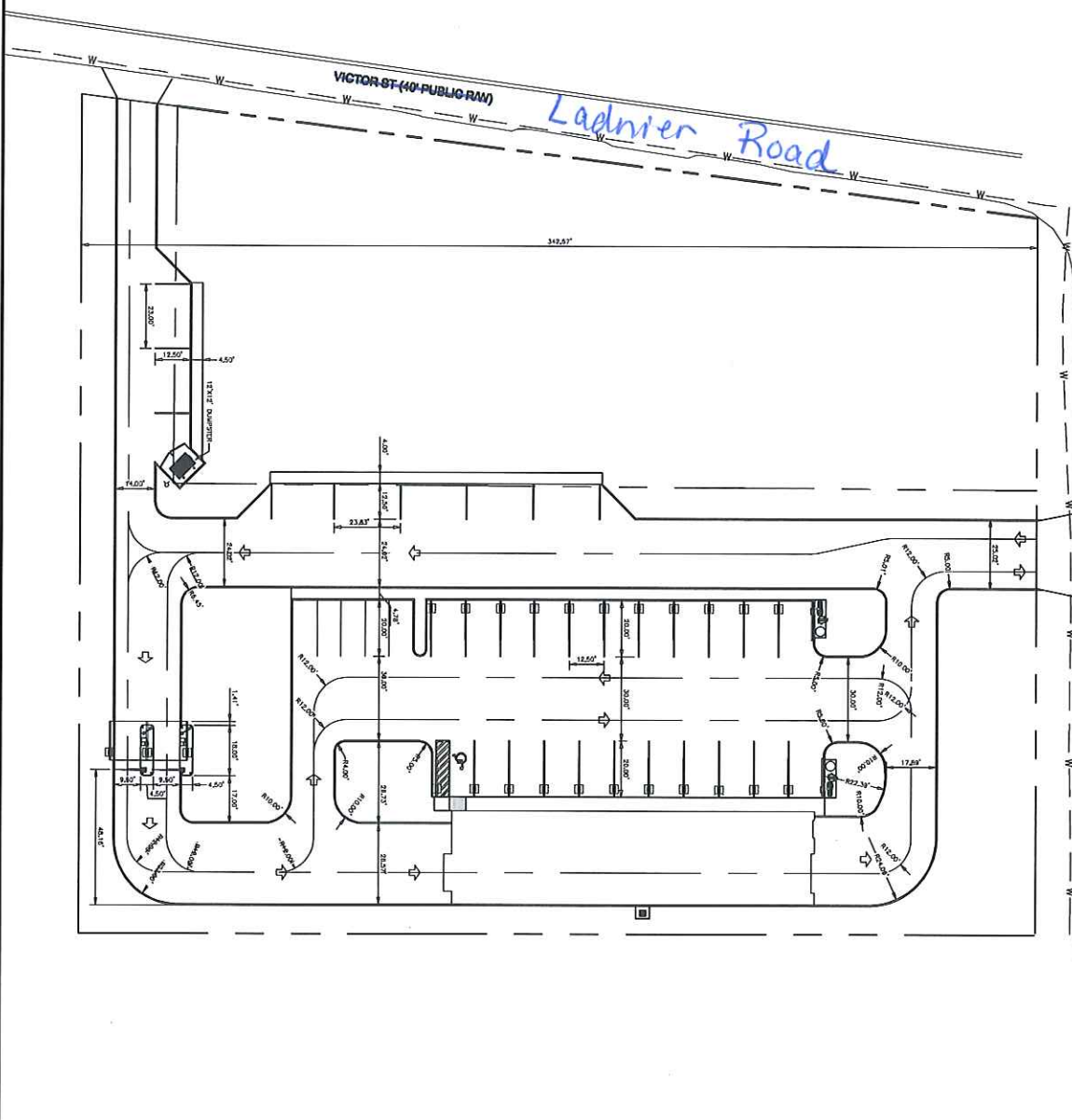
Please consider our request for the development of a conditional use business in your wonderful city. Cajun Clean Car Wash promises to be a great addition to Gautier!!!!

Sincerely,

Troy Lirette
Cajun Clean Car Wash
Owner
228-861-3940



SCALE: 1"=40'



Hwy 90

VERIFY SCALES DATE OF PLOT/PROPOSAL DRAWING # NOT TO EXCEED ON THE SHEET ADJUST TOTALS ACCORDINGLY		DATE: _____ PROJ. NO.: _____ CKD. BY: _____ SCALE: 1"=40' CAD FILE: CAD FILE NAME	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>CONTENTS</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	CONTENTS							CAJUN EXPRESS US HWY 90 GAUTIER, MS 360	 MOBILE, AL SUNBELTLOGICS.COM 251-222-5711
NO.	DATE	CONTENTS												

Description: A tract of land situated in Section 36, Township 7 South, Range 7 West, Gentier, Jackson County, Mississippi and more particularly described as follows: Commencing at the Southwest corner of Section 36; thence North 0 degrees 02 minutes East along the West line of Section 36, 1378.00 feet to the North right-of-way of Old Spanish Trail (formerly - Old U. S. Highway 90); thence South 89 degrees 52 minutes 34 seconds East along the North right-of-way of said road 700.33 feet (recorded - South 89 degrees 30 minutes East 700.62 feet) to the East right-of-way of Ladnier Road (before widening); thence North 7 degrees 53 minutes West 842.29 feet (recorded - 842.20 feet) to the South right-of-way of U. S. Highway 90; thence South 79 degrees 52 minutes 29 seconds East (recorded - South 79 degrees 50 minutes East) along the South right-of-way of said highway 10.00 feet to the East right-of-way of Ladnier Road and to the Point of Beginning; thence South 79 degrees 52 minutes 29 seconds East along the South right-of-way of U. S. Highway 90, 300.00 feet; thence South 7 degrees 53 minutes West 345.00 feet; thence North 79 degrees 52 minutes 29 seconds West 300.00 feet to the East right-of-way of Ladnier Road as now existing; thence North 7 degrees 53 minutes East along the East right-of-way of Ladnier Road 345.00 feet to the Point of Beginning.

This property is located in Flood Zone X according to Flood Insurance Rate Map #280332 0005 E, Revised August 18, 1992.

Aldred Surveying Co.
P.O. Box 2201
Pascagoula, Ms. 39569
A08096

Lewis Aldred, Jr. P.L.S.
March 5, 2008

M&M
MERCHANTS & MARINE
BANK

HERMAN E. SMITH

Executive Vice President and Chief Credit Officer

Phone: 228 • 934 • 1228
3118 Pascagoula Street
Pascagoula, MS 39567

Fax: 228 • 934 • 1342
Post Office Box 728
Pascagoula, MS 39569 • 0729
herman.smith@mandnbank.com

\$675,000
300' x 345'
2,97 AC

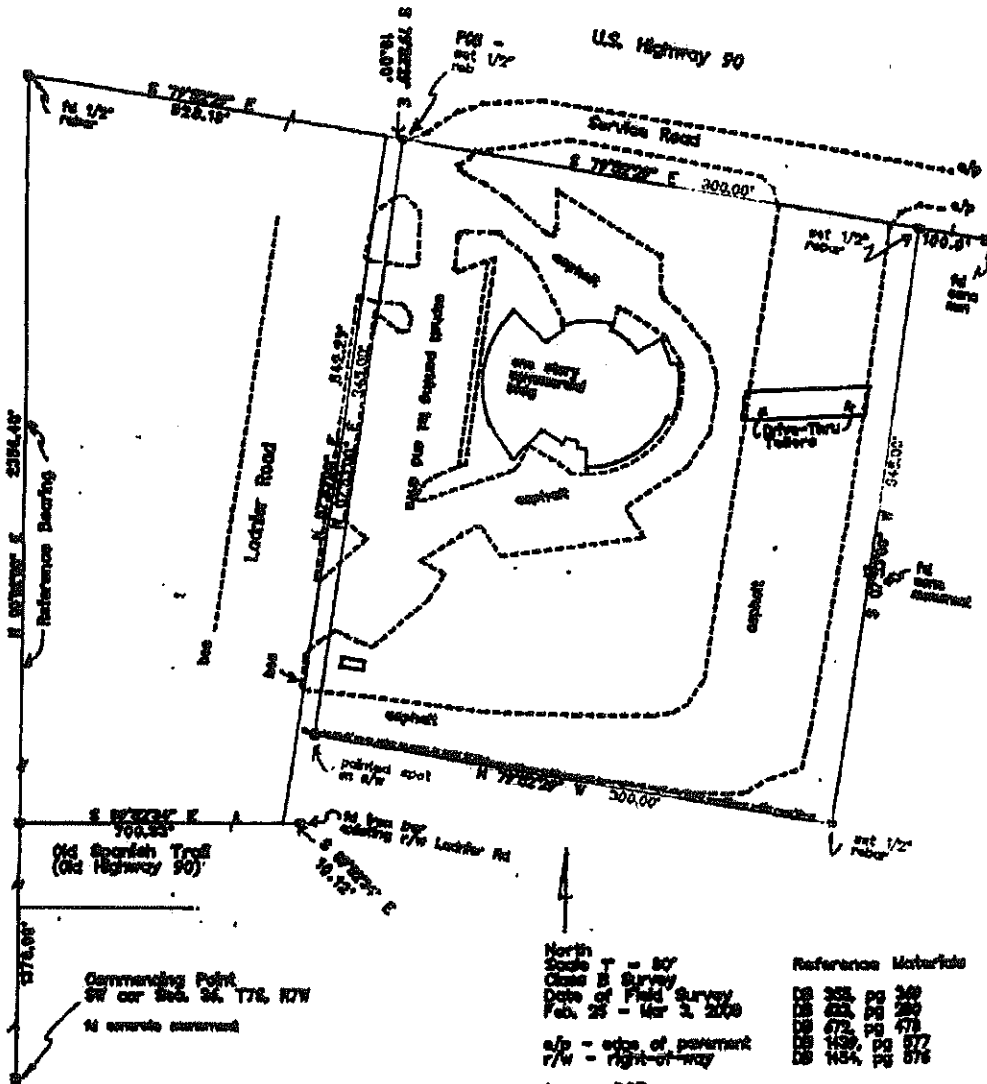


EXHIBIT A

LOCATION MAP

Prepared by:
City of Gautier
Planning Department

Legend

- Gautier_Parcels_Clip
- GAUTIER_CITYLIMITS
- Centerlines_Clip

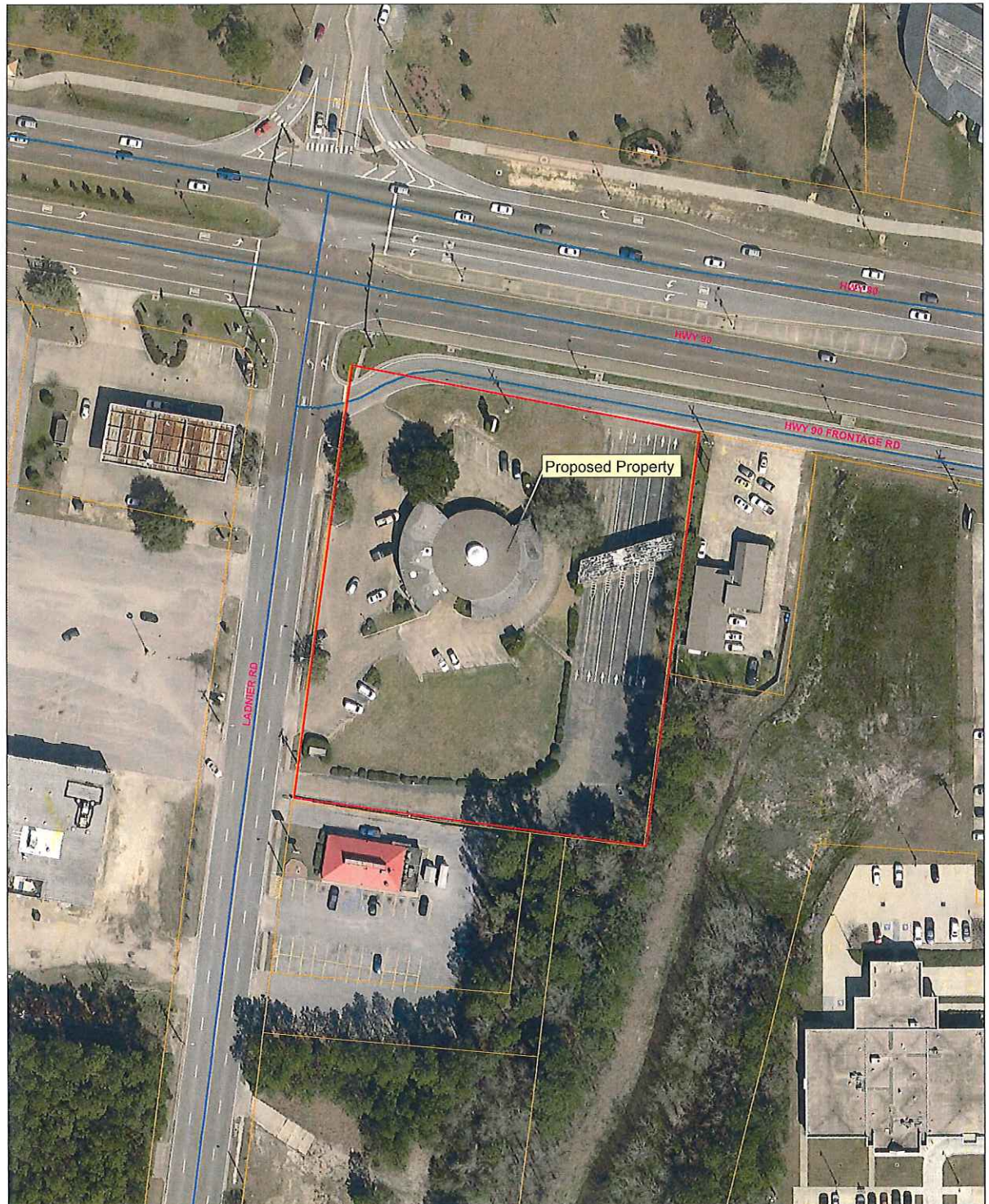


EXHIBIT B

ZONING MAP

Prepared by:
City of Gautier
Planning Department

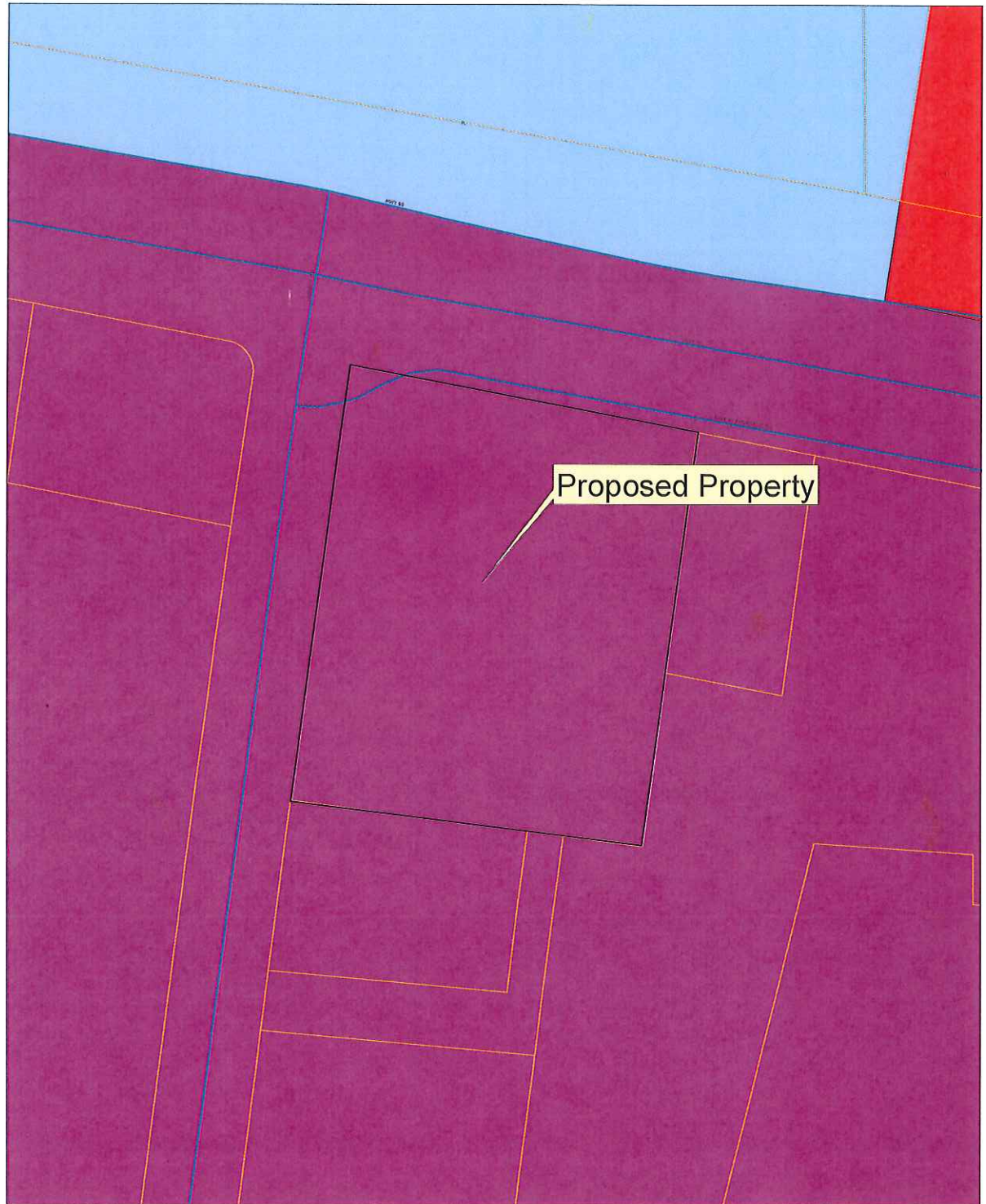
Legend

-  Gautier_Parcels_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

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



EXISTING LAND USE MAP

Prepared by:
City of Gautier
Planning Department

Legend

-  Gautier_Parcels_Clip
 GAUTIER_CITYLIMITS
 Centerlines_Clip

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 |

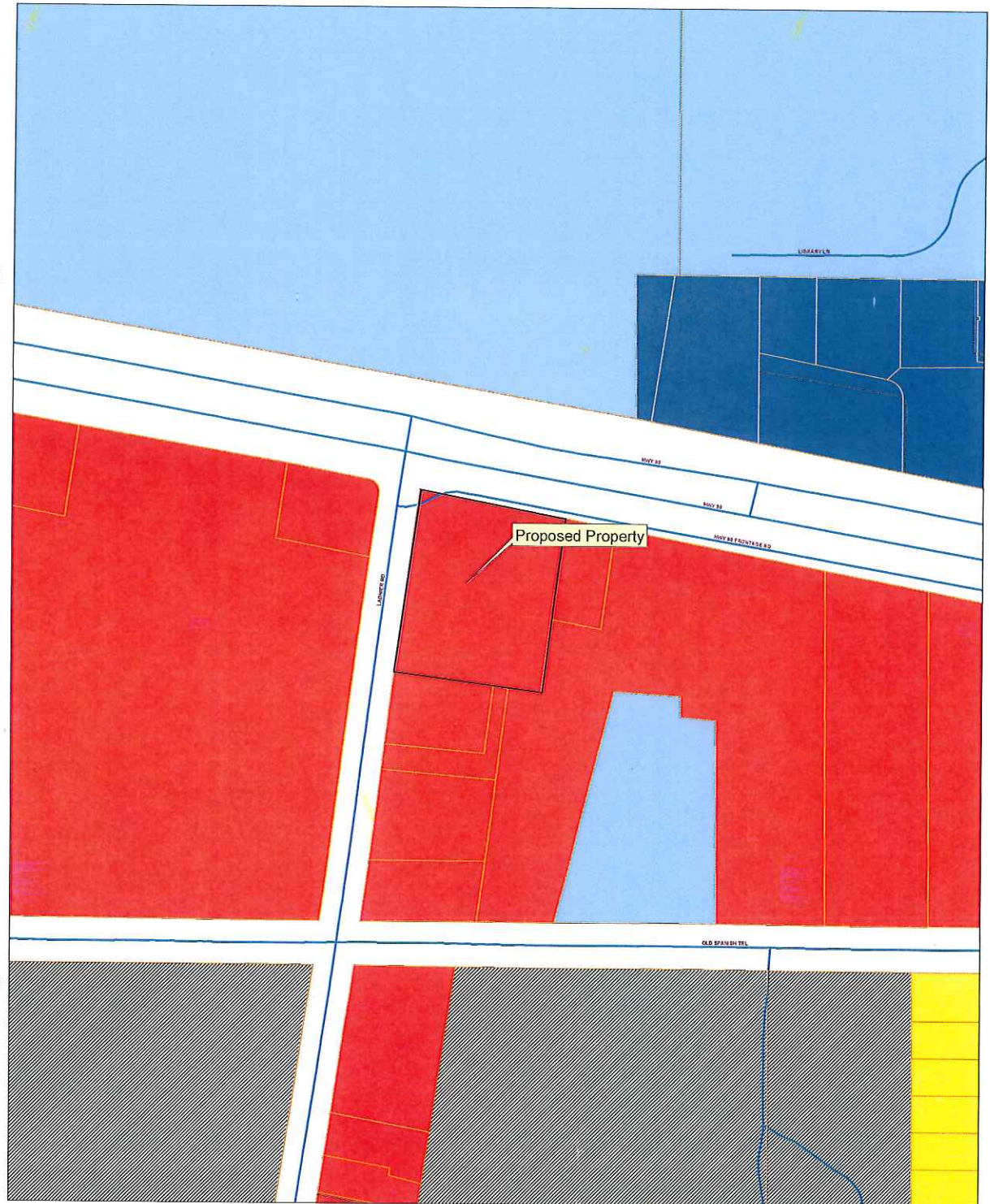


EXHIBIT D

FUTURE LAND USE MAP

Prepared by:
City of Gautier
Planning Department

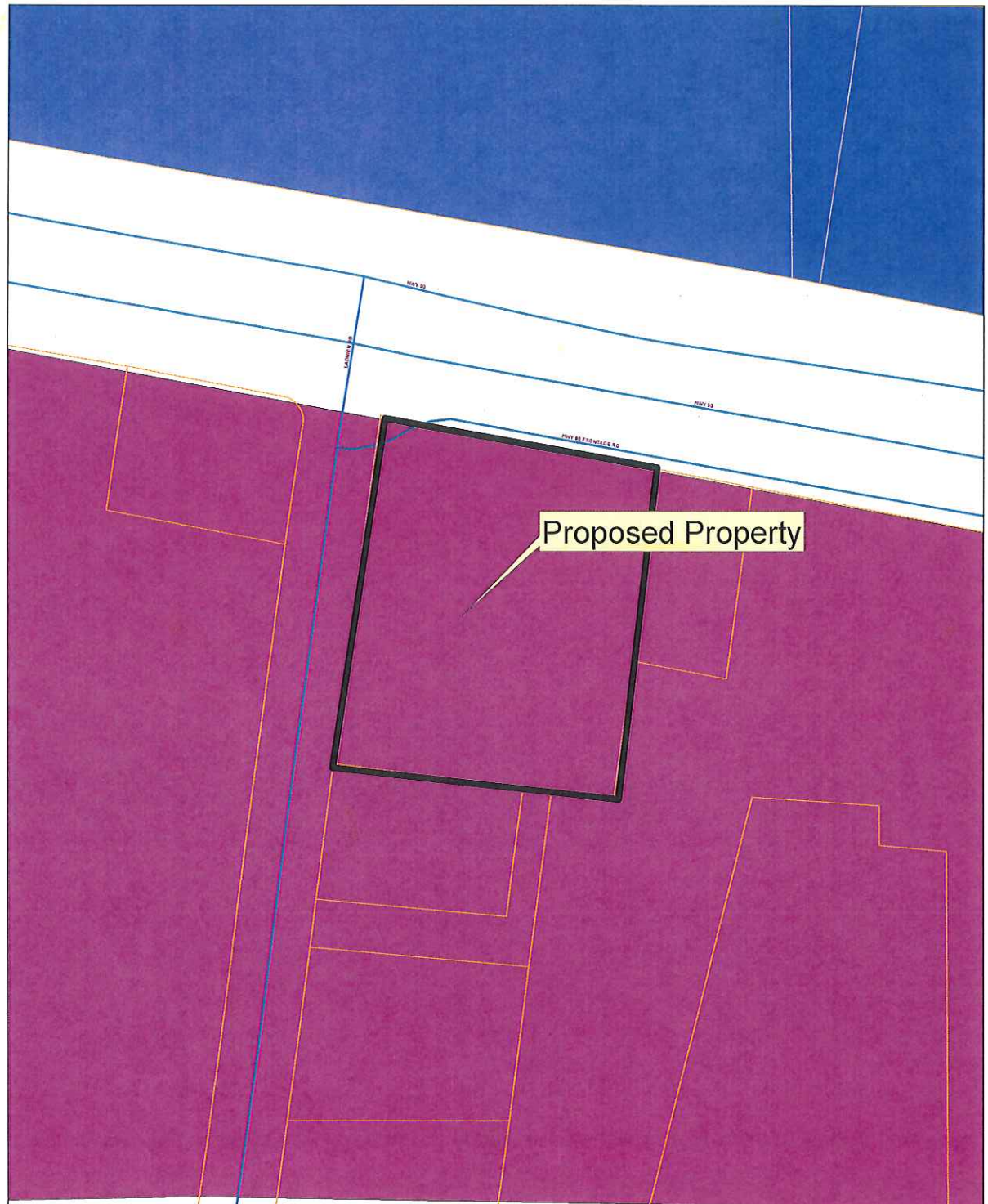
Legend

-  Gautier_Parcels_Clip
-  GAUTIER_CITYLIMITS
-  Centerlines_Clip

FUTURE LAND USE

FLU_Class

- 
-  Civic
-  high impact commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  low impact commercial
-  Recreational
-  recreational commercial
-  Regional Scale Commercial
-  mixed use residential
-  Town Center
-  Very Low Density Residential



Councilman Vaughan made the motion to Adjourn until November 17, 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 November 17, 2020.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

November 17, 2020
Authorization is requested for retiring Police Officer Mike Hines to purchase his duty weapon for \$1.00.

Introduced by:
Contact Person/Telephone

Danny Selover 497-8099

Summary Explanation: Authorization for retiring Police Officer Mike Hines to purchase his duty weapon, in accordance with Mississippi State Law (45-9-131), a Glock, Gen4, 40 caliber pistol, serial #BLTX869 in the amount of \$1.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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, Officer Mike Hines has made the decision to retire after serving the citizens of Gautier, Mississippi since 2012; and

WHEREAS, Officer Hines 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 Officer Mike Hines, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, Serial #BLTX869.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Gen4, 40 caliber pistol, serial #BLTX869 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 11/9/2020
Subject: Authorization is requested for retiring Police Officer Mike Hines to purchase his duty weapon for \$1.00

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Officer Mike Hines to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, serial number BLTX869.

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 Officer Mike Hines 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 # 3080.

ATTACHMENTS:

1. 45-9-131
2. Hines Letter for Gun
3. Removal of inventory agenda form, Hines
4. Ret Hines gun

Miss. Code Ann. § 45-9-131

Current through the 2019 Regular Session.

§ 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.

November 3, 2010

To: Gautier, Mississippi Police Department
3329 Hwy 90
Gautier, Mississippi 39553

From: Officer Michael L. Hines
2111 Holder Road
Vanceleave, Mississippi 39565
Telephone number (228) 381-4466

In accordance with Mississippi Statutes, I request to purchase my assigned duty weapon (.40 caliber Glock semi-automatic handgun, serial number BLTX869) in conjunction with my upcoming retirement from Mississippi law enforcement which is scheduled for November 30, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael L. Hines", written in a cursive style.

Michael L. Hines, Federal Task Force Officer
Gautier, Mississippi Police Department

CITY OF GAUTIER

TO: GAUTIER CITY COUNCIL

FROM: Danny Selover

DATE: 11/17/2020

RE: REMOVAL OF INVENTORY

Please remove the following items from our inventory:

Asset Number: 3080 Department: Police

Description: Glock 40 cal duty weapon

Serial No: BLTX869 Model No: Gen 4, 40 caliber

Reason: (Circle One)

Stolen, Lost, Surplus, Damaged

Retiring Officer Mike Hines

NOTE: Please provide a copy of this form to the purchasing clerk.

(Authorized Signature)

(Date)

**CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet**

Council Meeting:

November 17, 2020

Title:

Authorization to Advertise for Bid for the Town Commons Park, Phase I Project

Introduced by:

Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to Advertise for Bid for the Town Commons Park, Phase I Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the City of Gautier desires to begin work on the Town Commons Park, Phase I Project; and

WHEREAS, phase I of this project would include site work, water/sewage, drainage, parking, sidewalks, and the open lawn; and

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bid; and

WHEREAS, the attached advertisement will run in the Sun Herald on November 20, 2020 and November 27, 2020; and

WHEREAS, a pre-bid meeting will be scheduled for December 18, 2020, and Bids will be opened on January 8, 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 bid for the Town Commons Park, Phase I Project.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/9/2020
Subject: Town Commons Park, Phase I – Advertisement for Bid

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid for the Town Commons Park, Phase I project.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, water feature, trails, pickle ball court, etc. Phase I includes site work, water/sewer, drainage, parking, sidewalks, and the open lawn. There is an additive alternate for additional site work at the pickleball court location.

DISCUSSION:

If approved, this advertisement would appear in the *Sun Herald* on Nov. 20 and Nov. 27, 2020. A pre-bid meeting will be scheduled for Dec. 18, 2020. Bids will be opened Jan. 8, 2021.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the Town Commons Park, Phase I project.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. 0300-NOTICE OF INVITATION TO BID W-PREBID 180116

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 2:00 P.M. (CDT) on FRIDAY, JANUARY 8, 2021 for the following:

CITY OF GAUTIER TOWN CENTER DEVELOPMENT, PHASE 1 – SITEWORK

These bids are invited to perform site work and utility construction in preparation of Town Commons Park in Gautier, Mississippi.

A pre-bid meeting will be held at 10:00 A.M., FRIDAY, DECEMBER 18, 2020 at the Seymour Engineering Office located at 925 Tommy Munro Drive, Biloxi, MS 39532.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Heavy Construction or Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at rbryant@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

CITY OF GAUTIER TOWN CENTER DEVELOPMENT, PHASE 1 – SITEWORK

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 17TH DAY OF NOVEMBER, 2020.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times - 11/20/2020
- 11/27/2020
Open - 1/08/2021

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/9/2020
Subject: Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2019 Round of Funding)

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the NRCS drainage grant project.

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:

This ad will run in the *Sun Herald* on dates that will be determined at a later date.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the NRCS drainage grant project.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Consent Agenda Item 6 - NRCS Drainage Grant Project
2. Consent Agenda Item 6 - Memo - Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2019 Round of Funding)
3. 0300-NOTICE OF INVITATION TO BID

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:

November 17, 2020

Title:

**Authorization to Advertise for Bid for the NRCS
 Drainage Grant Project (2019 Round of Funding)**

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 317

Summary Explanation: Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2019 Round of Funding)

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 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 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 grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs; and

WHEREAS, the local match is \$50,312.50, therefore, the total approved budget is \$216,343.75; 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 bid for the NRCS Drainage Grant Project.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 17, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/9/2020
Subject: Authorization to Advertise for Bid for the NRCS Drainage Grant Project (2019 Round of Funding)

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the NRCS drainage grant project.

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:

This ad will run in the *Sun Herald* on dates that will be determined at a later date.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid for the NRCS drainage grant project.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. 0300-NOTICE OF INVITATION TO BID

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until **TIME (CDT) on WEEKDAY, MONTH DAY, YEAR** for the following:

CITY OF GAUTIER 2020 NRCS SITES BEASLEY ROAD & RIVERSIDE DRIVE

These bids are invited to perform debris and sediment clearing and also to construct a concrete paved ditch in Gautier, Mississippi.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at rbryant@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

CITY OF GAUTIER 2020 NRCS SITES BEASLEY ROAD & RIVERSIDE DRIVE

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 17TH DAY OF NOVEMBER, 2020.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times	- XX/XX/2020
	- XX/XX/2020
Open	- XX/XX/2020

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

November 17, 2020
Receive October 2020 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive October 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 October 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 November 17, 2020.

		City of Gautier		
		Business Registry		
		Oct-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1502	2021-09-000703	A Kut Above Tree Services Inc	\$20.00	Current
1234	2021-10-0007004	Shoe Show/DBA Shoe Department	\$122.50	Current
20	2021-10-0007005	First Federal Savings and Loan	\$30.00	Current
19	2021-10-0007006	Southern Oil Company/DBA Fast Mart #12	\$40.00	Current
1385	2021-09-0007007	Beles On The Bayou	\$45.00	Current
62	2021-10-0007008	Town & Country Vet Hospital	\$30.00	Current
1284	2021-10-0007009	Clark's Attic LLC	\$20.00	Current
27	2021-10-0007012	Hardee's	\$36.00	Current
7	2021-10-0007010	Auto Truck & Trailer Parts, Inc	\$20.00	Current
1627	2021-10-0007011	Goff Apartments	\$20.00	Current
1507	2021-10-0007013	The MRI Center At East Lake	\$30.00	Current
53	2021-10-0007014	Sioux Bayou Arms, LLC	\$20.00	Current
50	2021-10-0007015	Shanghai Restaurant	\$35.00	Current
1509	2021-11-0007018	Michael Hillman	\$20.00	Current
1177	2021-10-0007016	Firestone of Gautier	\$20.00	Current
30	2021-10-0007017	Hucks Cove	\$51.00	Current
9	2021-10-0007029	Coast Construction	\$20.00	Current
1453	2021-11-0007028	Divine Inspirations Learning Center	\$30.00	Current
879	2021-10-0007027	Redbox	\$90.00	Current
54	2021-10-0007026	Spa & Tub	\$32.50	Current
857	2021-08-0007025	All God's Children	\$33.30	Delinquent
73	2021-11-0007021	Kwik Kar Wash	\$20.00	Current
1508	2021-11-0007024	Sea 2 Swamp Outfitters	\$20.00	Current
1665	2021-10-0007023	Herbert's Legend Texaco	\$70.00	New Business
1239	2021-11-0007022	Wonder Nails & Spa	\$30.00	Current
126	2021-11-0007020	Sweet Tooth Bakery	\$20.00	Current
61	2021-10-0007019	Business Licenses LLC	\$150.00	Current
1631	2021-11-0007030	Gulf Coast Security	\$20.00	Current
1506	2021-10-0007031	HII Family Vision Center	\$20.00	Current
1666	2021-10-0007032	D3 Nutrition	\$20.00	New Business
1667	2021-10-0007033	No Mirrors Barber Studio	\$20.00	New Business
90	2021-11-0007034	Hunt Security	\$30.00	Current
1628	2021-10-0007035	Essential Scrubs & Beyond LLC	\$20.00	Current
1630	2021-11-0007036	Dust Bunny Jantorial	\$30.00	Current
2827	2021-10-0007037	Xtrands Studio LLC	\$40.00	New Business
63	2021-10-0007038	Waffle House	\$60.00	Current
1626	2021-10-0007039	Jeff Wilkerson	\$20.00	Current
		TOTAL	\$1,355.30	
		New Business		4
		Transient Vendor		0
		Closed Business		0
		Delinquent Renewals Issued		1

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
November 17, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
