

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 15, 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 Thursday, December 24th and Friday, December 25th in observance of the Christmas Holiday.**
- 2. Offices will be closed Thursday, December 31st and Friday January 1st in observance of the New Year's Holiday.**

IV. Presentation Agenda

- 1. Jay Estes of Allen Engineering to present information on the City's MS4 Permit. (Stormwater Management Plan)**

V. Business Agenda

- 1. Authorization to approve and execute the contract between CenterPoint Energy Mississippi Gas and the City of Gautier, Mississippi.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Authorization to approve the proposal by Colony Insurance Company for property coverage on the water ionization plant and the eight (8) municipal wells through HUB International.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Authorization to Award Contract to DNA Underground, LLC. for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE), Contingent upon MDEQ Approval**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Waiver of Bid Irregularity for Moran Hauling's bid on the Martin Bluff Road Sidewalk Improvements Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Authorization to Acknowledge Bids and Award Contract for the Martin Bluff Road Sidewalk Improvements Project to Moran Hauling**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Consideration of a request for a four-foot (4') variance to side yard set-back requirements for an accessory building in an R-1 Low Density Single-Family Residential Zoning District at 1706 Beth Circle, Gautier MS. (GPC #20-23-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **Consideration of a request for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 2404 Oxford Drive, Gautier, MS. (GPC #20-24-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. **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 accept a monetary donation from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou**
2. **Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.**

3. **Approval of Minutes from Recessed Council Meeting held November 17, 2020 and Regular Council Meeting held December 1, 2020.**
4. **Approval to renew a Rental Agreement with Pitney Bowes, Inc. for a mailing machine**
5. **Acceptance of a Certificate of Attendance from the Mississippi Municipal Court Clerk Conference for Michael Steward, Gautier Municipal Court Clerk**
6. **Receive September 2020 Finance 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 January 5, 2020 until 6:30 pm
www.gautier-ms.gov

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

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Offices will be closed December 24th and December 25th in observance of the Christmas Holiday.
2. Offices will be closed December 31st and January 1st in observance of the New Year's 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
December 15, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Jay Estes of Allen Engineering to present information on the City's MS4 Permit.
(Stormwater Management Plan)

NOTES:

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

Council Meeting:
Title:

December 15, 2020
Authorization to approve and execute the contract
between CenterPoint Energy Mississippi Gas and the
City of Gautier, Mississippi.

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to approve and execute the contract between CenterPoint Energy Mississippi Gas and the City of Gautier, Mississippi.

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	☐
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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, on or about October 2, 2018, the City of Gautier entered into an Engagement Agreement with Local Government Services, LLC. to assist with negotiating a new Gas Franchise Agreement between the City and CenterPoint Energy, Inc.; and

WHEREAS, CenterPoint Energy has agreed to accept the latest agreement proposed by Local Government Services; and

WHEREAS, this agreement includes a ten (10) year term, along with the City's right to bond for each permit granted; and

WHEREAS, CenterPoint will annually pay the City 3.7% of the gross receipts from the sales of natural gas to residential and commercial customers within the City limits; and

WHEREAS, the Mayor and Council Members hereby find that entering into this contract is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract with CenterPoint Energy 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 **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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: December 2, 2020
Subject: Authorization to approve and execute the contract between CenterPoint Energy Mississippi Gas and the City of Gautier

REQUEST:

The City Manager is requesting authorization to approve and execute the contract between CenterPoint Energy Mississippi Gas and the City of Gautier.

BACKGROUND:

In October, 2018, the City of Gautier entered into an Engagement Agreement with Local Government Services, LLC. to assist with negotiating a new Gas Franchise Agreement between the City and CenterPoint Energy, Inc. CenterPoint Energy has agreed to accept our proposed franchise agreement.

DICUSSION:

The franchise agreement includes a 10-year term, as requested, along with the City's right to require a bond for each permit granted that could be used in case CenterPoint does not return the Right-of-Way back to its original state once work has been completed. CenterPoint will annually pay the City 3.7% of the gross receipts from the sales of natural gas to residential and commercial customers within the City limits

RECOMMENDATION:

The City Manager recommends that City Council approve and execute the contract between CenterPoint Energy Mississippi Gas and the City of Gautier

City Council May:

1. Approve the contract between CenterPoint Energy Mississippi Gas and the City of Gautier; or
2. Not approve the contract between CenterPoint Energy Mississippi Gas and the City of Gautier.

ATTACHMENT(S):

Contract and Agreement between CenterPoint Energy Mississippi Gas and the City of Gautier

**CONTRACT AND AGREEMENT BY AND BETWEEN CENTERPOINT
ENERGY RESOURCES CORP. D/B/A CENTERPOINT ENERGY MISSISSIPPI GAS
AND THE CITY OF GAUTIER, MISSISSIPPI**

This Contract and Agreement (the “Contract”) made and entered into this the 15th day of December, 2020, by and between CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Mississippi Gas, its successors and assigns (sometimes hereinafter called the “Company”), and the City of Gautier, Mississippi (sometimes hereinafter called the “City”).

Section 1. In consideration of the benefits to accrue to the City and the inhabitants thereof from natural gas services, and in consideration of the revenues hereinafter set forth that the City will receive, the Company is hereby given, granted and vested with the rights, authorities, privileges, permits, and licenses to establish, lay, construct, reconstruct, own, maintain, erect, install, inspect, renew, replace, repair, change the size of, use, remove, abandon in place, operate, extend and enlarge a plant or system for the manufacture, generation, transmission, transportation, distribution and/or sale of gas to the City and its inhabitants and for all purposes whatsoever in, under, upon, over, across and along all of the present and future streets, avenues, parkways, squares, thoroughfares, roads, highways, sidewalks, alleys, ways, bridges, viaducts, underpasses, and public places in the City, and areas hereafter annexed to or acquired by and placed within the corporate boundaries of the City, for any and all of the purposes referred to in the Contract. Said plant or system shall consist of mains, pipelines, meters, regulators, feeders, valves, compressors, anti-corrosion items, conduits for the transmission of communication signals related to the aforementioned uses, appliances, facilities, structures, machines, connections, attachments, fencing, markers, wires, cables, appurtenances and fixtures and other equipment, above or below ground, as may be necessary or convenient for the aforementioned purposes (the “System”).

Section 2. The Company agrees, in consideration of the agreements set forth above, to pay to the City a sum of money equal to 3.7% of the gross receipts of the Company, from the sales of natural gas to residential and commercial customers within the limits of the City, as the same may now or hereafter lawfully exist, payable annually on or before February 10th of each year for the amount due on account of such sales during the preceding calendar year, or part thereof in which this Contract is in effect; provided, however, if any valid present or future law or ordinance requires any payment by the Company to the City for, or in connection with the exercise by the Company of, any of its rights under the Contract, then the 3.7% payment hereinabove provided for shall be reduced by the amount of any payments so required by statute or ordinance, but in no event shall the City be paid less than a sum of money equal to 3.7% of the gross receipts of the Company from the sale of gas to residential and commercial customers situated within the limits of the City. The payments hereinabove provided for shall be binding on the Company, or any successors or assigns of the Company. Payment must be received by the City on the due date or CenterPoint shall pay City an additional charge of one percent (1%) per month, for each month the total amount due to the City is not received by the City by the due date. All amounts paid shall be subject to audit by City no more than once each calendar year upon at least ten (10) business days prior written notice to the Company provided, however, that such audit shall take place within three (3) years from the date the City receives such payment, after which period any such payment shall be considered final. If any audit reveals an underpayment by the Company of five percent (5%) or more during any audit period, the Company shall be responsible for City's reasonable out of pocket costs associated with the audit. Any underpayments shall be paid to City within ten (10) business days after notification to the Company.

Section 3. The City will not vacate any public right-of-way containing any Company facilities without first advising the Company of its intention to vacate the right-of-way and cooperating with the Company in reasonable attempts to obtain the necessary property rights to maintain its facilities in the right-of-way. Subject to applicable law, if the City undertakes any public improvement project that is required in the interest of public health, safety, welfare, necessity or convenience, the Company shall make such changes as required at the Company's sole cost, expense and risk. Subject to normal operating conditions that are within the Company's control, the Company shall complete relocation of its facilities so as to accommodate the improvement project at least ten (10) calendar days prior to commencement of the improvement project or such other time to which the parties may agree in writing.

Section 4. The Company shall at all times during the term of this Contract be subject to all lawful exercise of the police powers of the City in respect to the City's public rights-of-way, including, but not limited to, all lawful ordinances or regulations of general applicability that regulate the access and the use of the City's rights-of-way, except as provided for in this Contract and/or the applicable laws of the State of Mississippi and the orders, rules and regulations of the Mississippi Public Service Commission.

Section 5. Prior to commencing any construction, maintenance, repair, removal, abandonment or relocation work in the City right-of-way, the Company shall secure any necessary permit from the City before proceeding with any such work. Any permit fee paid by the Company shall be deducted from the 3.7% yearly sum referenced above. Notwithstanding the foregoing, City understands and acknowledges there may be instances when the Company is required to make emergency repairs. The Company will notify City prior to such emergency repairs, if practicable, and will obtain the necessary permits in a reasonable time after

notification to City. Failure to obtain permits or comply with permit requirements shall subject the Company to a potential work stoppage until all reasonably necessary permits are obtained. The City may require such information, plans and/or specifications related to the work described in the applicable permit and an indemnity bond or other acceptable security in an amount to be set by the City to pay any damages to any part of the City road system or other City property or to any city employee or member of the public caused by activity or work of the Company performed under authority of the permit issued as are reasonable to protect the public, health and safety during the activities described in the applicable permit.

Section 6. The System shall be so laid, set or constructed as not to unreasonably interfere with the proper use of the streets, avenues, parkways, squares, thoroughfares, roads, highways, sidewalks, alleys, ways, bridges, viaducts, underpasses, and public places in the City, and shall be maintained in reasonably good condition and repair, and to that end the Company shall abide by all lawful and reasonable ordinances and resolutions that have been or may be duly adopted by the governing body of the City. In the event of any conflict between this Contract and any City ordinance or regulation which addresses usage of the rights-of-way, the terms of this Contract shall govern.

Section 7. Whenever the Company shall cause any opening or alteration to be made in any of the streets, avenues, parkways, squares, thoroughfares, roads, highways, sidewalks, alleys, ways, bridges, viaducts, underpasses, streams or public places of the City for the purpose as set out above, the Company shall, within a reasonable length of time, restore such property, at the Company's expense, to a condition as good as that prevailing prior to the Company's work, if reasonably practicable to do the same. If the Company shall fail to promptly perform the restoration required herein, after written request of the City and a reasonable opportunity to

satisfy that request, the City shall have the right to put the rights-of-way back into condition as good as that prevailing prior to Company work, if reasonably practicable to do the same. In the event the City determines that the Company is responsible for such disturbance or damage, the Company shall be obligated to fully reimburse the City for such reasonable restoration costs. The Company and the City shall continuously be members of Mississippi 811 or an approved equivalent, and shall comply with all applicable rules and regulations. The Company shall keep up-to-date maps and records showing the location and sizes of all mains, lines and service connections laid by it on the City's property and shall make such maps available to the City at a mutually agreed upon location, for viewing, however, for confidential and proprietary reasons, the Company shall not be required to provide copies of its maps and plats to the City.

Section 8. The Company shall maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance in the amount of Five Million Dollars (\$5,000,000) combined single limit for bodily injury, and property damages. The Company shall provide the City with a certificate of insurance designating it as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the City.

Section 9. The Company shall hold the City harmless from any and all liability or damages resulting from the negligence of the Company in the construction and maintenance of the System in the above-described locations. The Company shall indemnify, defend and hold the City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, losses and expenses (including attorney's fees and disbursements of counsel) that any of the Indemnified Parties may sustain or incur arising out of the negligence of the Company, its subcontractors, employees and agents in the

construction and maintenance of the System on the City's property. The Company shall not be required to indemnify, defend or hold harmless the Indemnified Parties attributable to the negligence or misconduct of the Indemnified Parties or any unaffiliated third parties.

Section 10. The Company shall have the power and authority, subject to the supervision of the Mississippi Public Service Commission or other duly constituted governmental authority vested with the power now vested in the Mississippi Public Service Commission to supervise and regulate public utilities in the State of Mississippi, to make, adopt and enforce rates, rules and regulations for the furnishing of natural gas and for the reasonable operation of the System and shall have the right at all reasonable hours to have access to the System for the purpose of making repairs and other proper purposes.

Section 11. The term of this Contract shall be for a period of ten (10) years from the date of its adoption by the Mayor and the City Council. The term shall automatically renew for one-year periods, unless either party gives notice of termination at least ninety (90) days prior to the expiration of the then-current term. Title to the System shall remain in the Company while the Contract or other source of authority for the System's location remains in effect, and the Company shall have full rights to abandon in place or remove the System within a reasonable time after the Contract or other source of authority ends.

Section 12. Neither acceptance of, nor compliance with, the provisions of this Contract shall in any way impair or affect, or constitute or be construed as a relinquishment or waiver of, any right, permission or authority which the Company may have independently of this Contract; nor shall any use by the Company of public property or places in the City, as authorized by this Contract or service rendered by the Company in the City, be treated as use solely of the rights, permission and authority provided for by this Contract or as service referable

solely to this Contract or to any obligation of service consequent upon acceptance thereof or as in any way indicating non-use of, non-compliance with, any obligation incident to, any right, permission or authority vested in the Company, independently of this Contract

Section 13. This Contract may be executed in one or more counterparts, all of which shall be considered one and the same Contract. Each part of this Contract is severable. If any term or provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed on its behalf, all as of the day and year first above written.

ATTEST:

CENTERPOINT ENERGY RESOURCES
CORP. d/b/a CENTERPOINT ENERGY
MISSISSIPPI GAS

Secretary

BY: _____
Christe Singleton, Vice President

ATTEST:

CITY OF GAUTIER, MISSISSIPPI

City Clerk

Mayor

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

Council Meeting:
Title:

December 15, 2020
Authorization to approve the proposal by Colony Insurance Company for property coverage on the water ionization plant and the eight (8) municipal wells through HUB International.

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Authorization to approve the proposal by Colony Insurance Company for property coverage on the water ionization plant and the eight (8) municipal wells through HUB International.

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, HUB International currently serves as the City's "Broker of Record" in regards to Property and Casualty Insurance; and

WHEREAS, HUB International has negotiated optional property coverage for utility infrastructure with numerous insurance providers and presented the best rate and coverage options to the City Manager for approval; and

WHEREAS, the City has determined that insuring the water treatment plant and eight (8) municipal wells satisfies the requirements of both the 2018 and 2019 Bond Resolutions and is the most economically feasible option; and

WHEREAS, the total premium to provide coverage for the water treatment plant and eight (8) municipal wells is \$43,252.00.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the proposal received from Colony Insurance Company to purchase optional property coverage to insure the water treatment plant and eight (8) municipal wells, as presented, is hereby approved.

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

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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 12/1/2020
Subject: Approve Utility Infrastructure - Optional Property Coverage

REQUEST:

Approve proposal by Colony Insurance Company for property coverage on the water ionization plant and the eight (8) municipal wells through HUB International.

BACKGROUND:

HUB International currently serves as the city's "Broker of Record" in regards to Property and Casualty Insurance. HUB International has negotiated with providers and presented the best rate and coverage options to the City Manager for approval.

DISCUSSION:

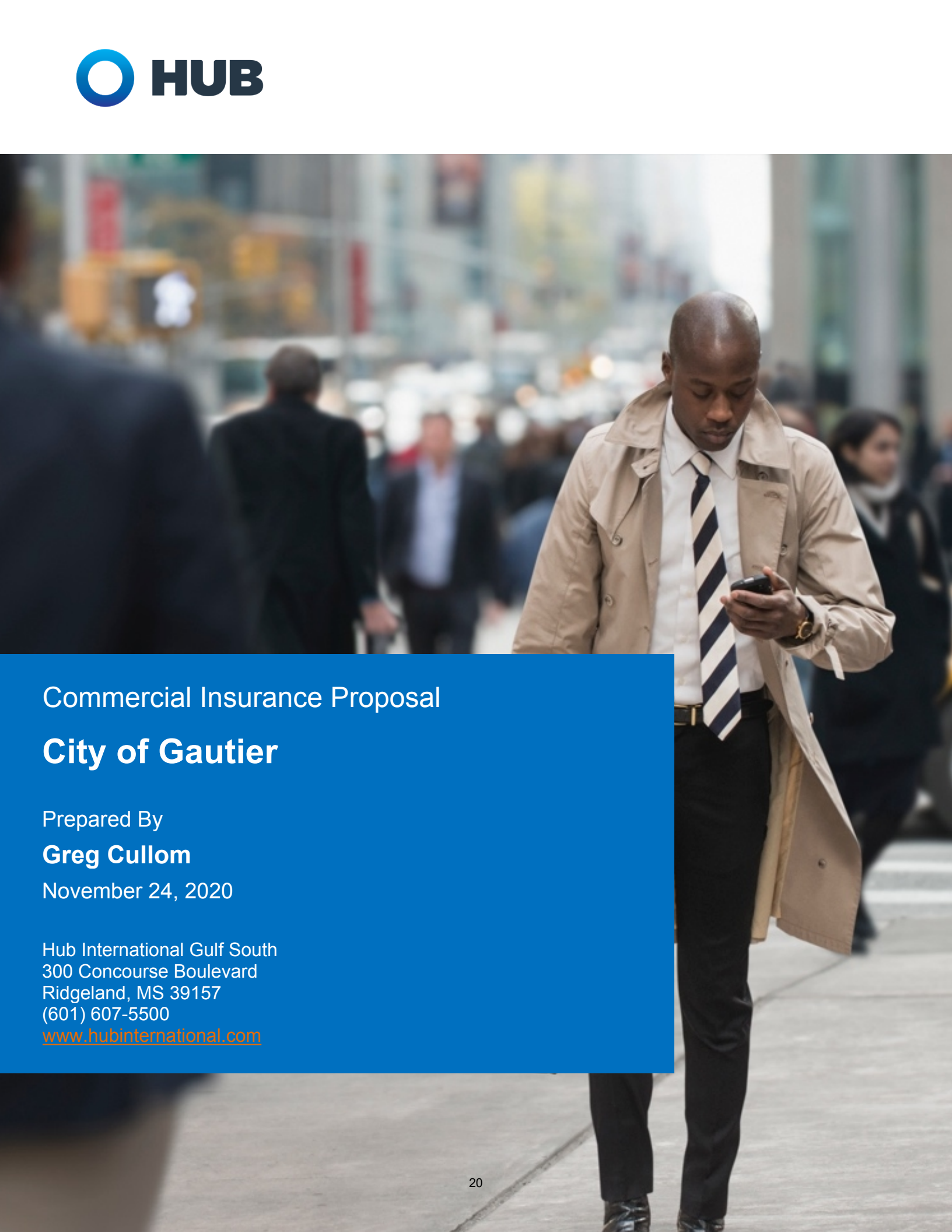
The 2018 Bond and 2019 Bond resolutions require insurance to be carried on portions of the system that are of an insurable nature and then only in the amount carried by similar municipalities. It was found that underground lines and elevated water tanks are generally not insured by county or municipal utilities. The City also determined after much discussion with insurance professionals that it is not economically feasible to insure the lift stations. The high cost of premiums is initially cost prohibitive. Furthermore, high deductibles more or less guarantee no claim will exceed said deductibles. There is no economic benefit to be derived from insuring the water tanks and lift stations. The City has asked for and received competitive proposals to insure both the water ionization plant and the eight (8) municipal wells. Total insurance premium for FY2021 will be \$43,252.00.

RECOMMENDATION:

It is recommended the Gautier City Council approve the proposals for property-optional infrastructure insurance for FY2021 on the water ionization plant and the eight (8) municipal wells and authorize payment of the same.

ATTACHMENTS:

1. PROP 20-21 Inland Marine - Infrastructure

A man in a beige trench coat, white shirt, and striped tie is walking on a city street, looking down at his smartphone. The background is a blurred city street with other pedestrians and buildings.

Commercial Insurance Proposal

City of Gautier

Prepared By

Greg Cullom

November 24, 2020

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

Service Team

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

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

Premium Summary

Description Of Coverage	Expiring Premium	Proposed Premium
Inland Marine (includes taxes and fees)	\$ 43,805	\$ 43,252
Total Estimated Annual Premium*	\$ 43,805	\$ 43,252

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

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

NOTES:

We are offering a short term policy this renewal in order to sync the effective dates with the remainder of City of Gautier's account – on 09/30/21. Premium shown above is for a term of 12/1/20 to 09/30/21.

Confirmation to Bind

CONFIRMATION TO BIND AGREEMENT

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

As Proposed: _____

Changes as Follows:

Binding Subjectivities:

- Signed Confirmation to Bind
-

Accepted By: _____
Name & Title

Date: _____

Electronic Documents

CONSENT TO RECEIVE ELECTRONIC DOCUMENTS

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

Please provide e-mail address of proper recipient below.

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

 Please consider the Environment

Signature

Date



Named Insureds

City of Gautier

NOTE: Review Named Insured(s) and Property Owners

Please check to ensure all appropriate entities are named. Any entity (including Partnerships, corporations, joint ventures, individuals, etc.) not listed above is not included as a Named Insured. Entities with limited interests in policies, such as those who are to be included as an Additional Insured, Loss Payee, Lessor, or Mortgagee, are listed in the relevant coverage sections of this proposal.

Information Summary

First Named Insured: City of Gautier

The First Named Insured will be the insured that is:

- A. Responsible for payment of premium
- B. Authorized to make changes in policy with approval of insurance company
- C. Authorized to cancel the policy
- D. Designated to receive notice of cancellation

Mailing Address: 3330 Highway 90
Gautier, MS 39553

Coverage Becomes Effective 12:01 A.M. Standard Time at your mailing address.

Locations: See Attached

Effective Date: 12/1/2020

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

Locations

Client: City of Gautier
Carrier: Colony Insurance Company
A.M. Best Rating: A-(XIV)
Policy Term: 12/1/2020 to 09/30/2021

Loc #	Bldg #	Description and Address	City	State	Zip
1	1	Infrastructure - Well Lark Rd	Gautier	MS	39553
2	1	Infrastructure - Well Westgate Subdivision	Gautier	MS	39553
3	1	Infrastructure - Well Lark Road	Gautier	MS	39553
4	1	Infrastructure - Well Singing River Mall	Gautier	MS	39553
5	1	Infrastructure - Well 3330 Highway 90	Gautier	MS	39553
6	1	Infrastructure - Well Honduras Drive	Gautier	MS	39553
7	1	Infrastructure - Well Beasley Drive	Gautier	MS	39553
8	1	Infrastructure - Well Highway 57	Gautier	MS	39553
9	1	Water Ionization Plant 3305 Gautier-Vancleave	Gautier	MS	39553

Property

Client: City of Gautier
 Carrier: Colony Insurance Company
 A.M. Best Rating: A-(XIV)
 Policy Term: 12/1/2020 to 09/30/2021

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

Coverage/Limits

Loc #	Bldg #	Address	Description			
1	1	Lark Rd, Gautier, MS	Infrastructure - Well			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 180 Gallons		\$450,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address	Description			
2	1	Westgate Subdivision, Gautier, MS	Infrastructure - Well			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 250 Gallons		\$450,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address		Description		
3	1	Lark Road, Gautier, MS		Infrastructure - Well		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 500 Gallons		\$500,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address	Description			
4	1	Singing River Mall, Gautier, MS	Infrastructure - Well			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 600 Gallons		\$500,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address	Description			
5	1	3330 Highway 90, Gautier, MS	Infrastructure - Well			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 600 Gallons		\$500,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address	Description			
6	1	Honduras Drive, Gautier, MS	Infrastructure - Well			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 200 Gallons		\$450,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address	Description			
7	1	Beasley Drive, Gautier, MS	Infrastructure - Well			
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 720 Gallons		\$500,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address		Description		
8	1	Highway 57, Gautier, MS		Infrastructure - Well		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Well - 600 Gallons		\$500,000	Broad	\$10,000	80%	Actual Cash Value

Loc #	Bldg #	Address		Description		
9	1	3305 Gautier-Vancleave, Gautier, MS		Water Ionization Plant		
Subject of Insurance		Limit	Cause of Loss	Deductible	Coins %	Valuation
Water Ionization Plant		\$2,300,000	Broad	\$10,000	80%	Actual Cash Value

Property Coverage Definitions

BLANKET INSURANCE

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

BUILDINGS

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

PERSONAL PROPERTY

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

BUSINESS INCOME AND EXTRA EXPENSE

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

COINSURANCE

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

DEDUCTIBLE

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

VALUATION

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

CAUSES OF LOSS – SPECIAL FORM

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

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

Marketing Summary

Carrier	Status
Ace American Insurance	Not a market for covering wells and water ionization plant
AIG	Declined risk due to fixed exposure, and below size min
Allianz Global Specialty	Out of appetite
Arch Specialty	No interest in pursuing
Arrowhead General Insurance Agency	Can't write this class
Beazley USA Services	No interest in pursuing
Burlington Insurance Company	No interest in pursuing
Colony	Offered terms - 18% increase/same terms
Endurance American Specialty Ins Co	No interest in pursuing
Everest Insurance Company	Declined - outside of appetite
General Star Management Company	No interest in pursuing
IAT Specialty	Unable to consider due to wind and flooding exposure that comes with it's proximity to the Gulf coast. Can consider ex wind and ex flood.
Intact Insurance Group USA LLC	Declined - too coastal
Ironshore Insurance Services LLC	Not interested in pursuing
Kinsale Capital Group Ltd	No interest in pursuing
Markel Service Inc.	Xs only
Navigators Insurance Company	Not interested in pursuing
PREXA	Declined outside of appetite
RLI Insurance Group	Declined outside of appetite
RSUI Group	Declined outside of appetite
Safehold Special Risks Inc	Not a good fit
Seneca Insurance	Ex wind only in coastal areas
Starr Specialty Lines	MP \$50k
United National Group	Not interested in pursuing
Validus Underwriters Inc	Declined outside of appetite



Velocity Risk Underwriters, LLC	Declined occupancy
Ventus Risk Management	Declined outside of appetite

Carrier Rating

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

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

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

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

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

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

General Statement

COVERAGE AND LIMITS

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

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

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

Higher limits of liability may be available for additional premium.

INSURER SOLVENCY

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

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

NON-ADMITTED INSURER

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

PREMIUM PAYMENT

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

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

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

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

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

How We Get Paid

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

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

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

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

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

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

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

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

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

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

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

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

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

The HUB Advantage

Our Commitment - The HUB Advantage

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

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

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

The HUB Advantage

The privilege is ours, but the advantage is yours.

Claims Management

CLAIMS MANAGEMENT OVERVIEW

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

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

CLAIMS MANAGEMENT SERVICES AVAILABLE TO OUR CLIENTS

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

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

state provides second injury funds

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

Risk Services

Risk Services Overview

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

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

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

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

Consulting Methodology & Approach

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

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

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

Risk Services Available to Our Clients

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

Risk Control Services:

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

Specialty Risk Services:

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

Strategic Partnerships:

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



- Management/Employee Training
- Audit and Inspections
- Safety Project Review / New Facility Protection Reviews
- Product Liability Assessments
- Hazard Assessments
- Industrial Hygiene
- Environmental Compliance
- Risk Management Information System (HUB RMIS)
- Disaster Recovery Firms
- Outsourced Health Services Providers

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

Recommendations

BUILDING AND PERSONAL PROPERTY FORM

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

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

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

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

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

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

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

BUSINESS INCOME AND/OR EXTRA EXPENSE COVERAGE FORM

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY FORM

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

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

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

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

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

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

EMPLOYEE BENEFIT LIABILITY

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

FIDUCIARY LIABILITY

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

COMMERCIAL CRIME FORM

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

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

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

BOILER AND MACHINERY COVERAGE FORM

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

COMMERCIAL INLAND MARINE FORM

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

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

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

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

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

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

COMMERCIAL UMBRELLA COVERAGE

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

FLOOD INSURANCE

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

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

DIRECTORS & OFFICERS LIABILITY

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

CYBER LIABILITY

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

EMPLOYMENT PRACTICES ERRORS & OMISSIONS

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

GARAGE LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

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

WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE

Workers Compensation coverage may be mandatory under your State statutes.

BUSINESS AUTO COVERAGE

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

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

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

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

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

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

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

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

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

TERRORISM

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

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

Council Meeting: December 15, 2020
Title: Authorization to Award Contract to DNA Underground, LLC. for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE), Contingent upon MDEQ Approval

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

Summary Explanation: Authorization to Acknowledge Bids for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE), and Award Contract to DNA Underground, LLC. for the base bid, additive alternate No. 1, and additive alternate No. 2 in an amount not to exceed \$1,838,760.00, contingent upon MDEQ approval.

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, the City of Gautier has requested bids for Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE); and

WHEREAS, on November 19, 2020, sealed proposals were received; and

WHEREAS, the low bidder was DNA Underground, LLC., with a base bid of \$1,261,575.00, 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 MDEQ and local funds, and the contract award will be executed pending MDEQ approval; and

WHEREAS, the City will be responsible for any and all funding for this project over and above the grant funds;

WHEREAS, Seymour Engineering reviewed the bids and recommends awarding the contract to DNA Underground, LLC., as the lowest and best bid; and

WHEREAS, City staff also requests approval of additive alternates No. 1 and No. 2; 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 No. 1 and No. 2 with the lowest and best bidder, DNA Underground, LLC. in an amount not to exceed \$1,838,760.00; and

WHEREAS, the Mayor and Council Members hereby find that DNA Underground, LLC. 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 No. 1 and No. 2 with DNA Underground, LLC. for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE) is hereby authorized and approved.

IT IS FURTHER ORDERED that the City will be responsible for any and all funding for this project over and above the grant funds;

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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 12/1/2020
Subject: Authorization to Award Contract to DNA Underground, LLC. for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project (RESTORE), Contingent upon MDEQ Approval

REQUEST:

The Grants and Projects Department requests City Council authorization to acknowledge receipt of six bids for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE) and award and execute a contract with the low bidder, DNA Underground, LLC, for the base bid, additive alternate No. 1, and additive alternate No. 2 in an amount not to exceed \$1,838,760.00, contingent upon MDEQ approval.

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:

On November 19, 2020, six sealed proposals for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE) were received. City staff recommends awarding the base bid, additive alternate 1, and additive alternate 2.

Seymour Engineering reviewed the bids and recommends awarding the contract to DNA Underground.

This project is being funded through MDEQ and local funds, and the contract award will be executed pending MDEQ approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of six bids for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project (RESTORE) and award and execute a contract with the low bidder, DNA Underground, LLC, for the base bid, additive alternate No. 1, and additive alternate No. 2 in an amount not to exceed \$1,838,760.00, contingent upon MDEQ approval.

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. Certified Bid Tabulation
2. Contract Award Recommendation Letter



OLD SPANISH TRAIL WASTEWATER SYSTEM UPGRADES
CITY OF GAUTIER
PROJECT NO. 18-066.10
CONTRACTOR'S BID TABULATION

Bid Opening: Thursday, November 19, 2020, at 11:00 A.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor				Bottom 2 Top Construction, LLC				DNA Underground, LLC				Greater Gulf Development				Lane Construction Co. of MS, Inc.				Moran Hauling Inc.				SCI, Inc.			
Address				23272 Hwy 49 Frontage Rd Suite B				16101 S Swan Road				4263 Popps Ferry Road				P.O. Box 1437				10380 Three Rivers Road				13524 Old Highway 67			
City, State				Saucier, MS 39574				Gulfport, MS 39503				D'Iberville, MS 39540				Ocean Springs, MS 39566-1437				Gulfport, MS 39503				Biloxi, MS 39532			
Item. No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																											
1	Mobilization	1	LS	\$ 88,465.78	\$ 88,465.78	\$ 110,000.00	\$ 110,000.00	\$ 121,000.00	\$ 121,000.00	\$ 86,000.00	\$ 86,000.00	\$ 150,000.00	\$ 150,000.00	\$ 131,300.30	\$ 131,300.30												
2	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 175,000.00	\$ 175,000.00	\$ 30,000.00	\$ 30,000.00	\$ 6,200.00	\$ 6,200.00												
3	Silt Fence	4,350	LF	\$ 2.00	\$ 8,700.00	\$ 2.00	\$ 8,700.00	\$ 4.00	\$ 17,400.00	\$ 3.00	\$ 13,050.00	\$ 3.50	\$ 15,225.00	\$ 3.00	\$ 13,050.00												
4	Wattles (20" Diameter)	550	LF	\$ 3.76	\$ 2,068.00	\$ 5.00	\$ 2,750.00	\$ 6.00	\$ 3,300.00	\$ 14.00	\$ 7,700.00	\$ 5.00	\$ 2,750.00	\$ 5.00	\$ 2,750.00												
5	Clearing & Grubbing	2	AC	\$ 8,500.00	\$ 17,000.00	\$ 3,500.00	\$ 7,000.00	\$ 6,000.00	\$ 12,000.00	\$ 7,000.00	\$ 14,000.00	\$ 20,000.00	\$ 40,000.00	\$ 4,000.00	\$ 8,000.00												
6	Plant Establishment-Hydroseed & Fertilizer	2	AC	\$ 3,780.00	\$ 7,560.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,842.00	\$ 7,684.00	\$ 3,800.00	\$ 7,600.00	\$ 3,000.00	\$ 6,000.00												
7	Dewatering	10	DAYS	\$ 3,438.00	\$ 34,380.00	\$ 1,000.00	\$ 10,000.00	\$ 3,500.00	\$ 35,000.00	\$ 1,000.00	\$ 10,000.00	\$ 5,500.00	\$ 55,000.00	\$ 3,700.00	\$ 37,000.00												
8	Select Fill (Class 9)	1060	CY	\$ 17.35	\$ 18,391.00	\$ 12.00	\$ 12,720.00	\$ 22.00	\$ 23,320.00	\$ 16.50	\$ 17,490.00	\$ 12.50	\$ 13,250.00	\$ 18.00	\$ 19,080.00												
9	Limestone (610)	305	CY	\$ 63.67	\$ 19,419.35	\$ 80.00	\$ 24,400.00	\$ 85.00	\$ 25,925.00	\$ 125.00	\$ 38,125.00	\$ 96.00	\$ 29,280.00	\$ 89.00	\$ 27,145.00												
10	8" PVC Sewer Pipe- SDR 26 (8'-10' Deep)	120	LF	\$ 25.53	\$ 3,063.60	\$ 36.00	\$ 4,320.00	\$ 75.00	\$ 9,000.00	\$ 48.00	\$ 5,760.00	\$ 47.00	\$ 5,640.00	\$ 26.70	\$ 3,204.00												
11	21" PVC Sewer Pipe- SDR 26 (6'-8' Deep)	350	LF	\$ 73.52	\$ 25,732.00	\$ 65.00	\$ 22,750.00	\$ 75.00	\$ 26,250.00	\$ 102.00	\$ 35,700.00	\$ 83.00	\$ 29,050.00	\$ 70.20	\$ 24,570.00												
12	24" PVC Sewer Pipe- SDR 26 (0'-6' Deep)	365	LF	\$ 88.00	\$ 32,120.00	\$ 75.00	\$ 27,375.00	\$ 95.00	\$ 34,675.00	\$ 113.00	\$ 41,245.00	\$ 94.00	\$ 34,310.00	\$ 82.30	\$ 30,039.50												
13	24" PVC Sewer Pipe- SDR 26 (6'-8' Deep)	2,085	LF	\$ 92.25	\$ 192,341.25	\$ 80.00	\$ 166,800.00	\$ 95.00	\$ 198,075.00	\$ 140.00	\$ 291,900.00	\$ 94.00	\$ 195,990.00	\$ 82.30	\$ 171,595.50												
14	24" PVC Sewer Pipe- SDR 26 (8'-10' Deep)	1270	LF	\$ 99.41	\$ 126,250.70	\$ 85.00	\$ 107,950.00	\$ 95.00	\$ 120,650.00	\$ 168.00	\$ 213,360.00	\$ 94.00	\$ 119,380.00	\$ 91.00	\$ 115,570.00												
15	24" PVC Sewer Pipe- SDR 26 (10'-12' Deep)	80	LF	\$ 108.75	\$ 8,700.00	\$ 90.00	\$ 7,200.00	\$ 95.00	\$ 7,600.00	\$ 229.00	\$ 18,320.00	\$ 103.00	\$ 8,240.00	\$ 95.60	\$ 7,648.00												
16	24" PVC SDR 26 Sewer Pipe In Casing	110	LF	\$ 103.50	\$ 11,385.00	\$ 100.00	\$ 11,000.00	\$ 180.00	\$ 19,800.00	\$ 449.00	\$ 49,390.00	\$ 138.00	\$ 15,180.00	\$ 91.80	\$ 10,098.00												
17	24" Ductile Iron Sewer Pipe, Creek Crossing (Including Fittings)	60	LF	\$ 94.69	\$ 5,681.40	\$ 275.00	\$ 16,500.00	\$ 295.00	\$ 17,700.00	\$ 517.00	\$ 31,020.00	\$ 219.00	\$ 13,140.00	\$ 280.30	\$ 16,818.00												
18	4" PVC Sewer Pipe- SDR 26 (Including Fittings)	340	LF	\$ 17.82	\$ 6,058.80	\$ 20.00	\$ 6,800.00	\$ 25.00	\$ 8,500.00	\$ 43.00	\$ 14,620.00	\$ 43.00	\$ 14,620.00	\$ 26.20	\$ 8,908.00												
19	4" Sanitary Sewer Cleanout	2	EA	\$ 372.08	\$ 744.16	\$ 450.00	\$ 900.00	\$ 950.00	\$ 1,900.00	\$ 477.00	\$ 954.00	\$ 500.00	\$ 1,000.00	\$ 176.70	\$ 353.40												
20	Tie New Service Line Into Existing Sewer Service (All Sizes)	2	EA	\$ 704.76	\$ 1,409.52	\$ 400.00	\$ 800.00	\$ 2,000.00	\$ 4,000.00	\$ 434.00	\$ 868.00	\$ 2,000.00	\$ 4,000.00	\$ 220.10	\$ 440.20												
21	Connect New Service Line Into Existing Sewer Cleanout (All Sizes)	1	EA	\$ 200.67	\$ 200.67	\$ 400.00	\$ 400.00	\$ 1,050.00	\$ 1,050.00	\$ 123.00	\$ 123.00	\$ 500.00	\$ 500.00	\$ 143.40	\$ 143.40												
22	4" HDPE Sanitary Sewer Service Line Directional Bore (Including Fittings)	120	LF	\$ 135.94	\$ 16,312.80	\$ 56.00	\$ 6,720.00	\$ 70.00	\$ 8,400.00	\$ 216.00	\$ 25,920.00	\$ 70.00	\$ 8,400.00	\$ 63.80	\$ 7,656.00												
23	24"x4" Service Wye	3	EA	\$ 1,798.84	\$ 5,396.52	\$ 2,750.00	\$ 8,250.00	\$ 4,200.00	\$ 12,600.00	\$ 2,016.00	\$ 6,048.00	\$ 2,800.00	\$ 8,400.00	\$ 2,662.40	\$ 7,987.20												
24	24"x6" Service Wye	1	EA	\$ 2,084.90	\$ 2,084.90	\$ 3,300.00	\$ 3,300.00	\$ 5,000.00	\$ 5,000.00	\$ 2,292.00	\$ 2,292.00	\$ 3,350.00	\$ 3,350.00	\$ 3,064.00	\$ 3,064.00												
25	24"x8" Service Wye	1	EA	\$ 2,213.62	\$ 2,213.62	\$ 3,450.00	\$ 3,450.00	\$ 5,100.00	\$ 5,100.00	\$ 2,415.00	\$ 2,415.00	\$ 3,500.00	\$ 3,500.00	\$ 3,243.20	\$ 3,243.20												
26	6" PVC Sewer Pipe- SDR 26 (Including Fittings)	30	LF	\$ 22.13	\$ 663.90	\$ 38.00	\$ 1,140.00	\$ 50.00	\$ 1,500.00	\$ 59.00	\$ 1,770.00	\$ 45.00	\$ 1,350.00	\$ 38.00	\$ 1,140.00												
27	6" HDPE Sanitary Sewer Service Line Directional Bore (Including Fittings)	30	LF	\$ 178.72	\$ 5,361.60	\$ 89.00	\$ 2,670.00	\$ 250.00	\$ 7,500.00	\$ 252.00	\$ 7,560.00	\$ 212.00	\$ 6,360.00	\$ 190.70	\$ 5,721.00												
28	10" C-900 PVC Sanitary Sewer Force Main (Including Fittings)	710	LF	\$ 22.72	\$ 16,131.20	\$ 35.00	\$ 24,850.00	\$ 30.00	\$ 21,300.00	\$ 78.00	\$ 55,380.00	\$ 57.00	\$ 40,470.00	\$ 28.50	\$ 20,235.00												
29	10" HDPE Sanitary Sewer Force Main Directional Bore (Including Fittings)	30	LF	\$ 211.97	\$ 6,359.10	\$ 158.00	\$ 4,740.00	\$ 300.00	\$ 9,000.00	\$ 364.00	\$ 10,920.00	\$ 321.00	\$ 9,630.00	\$ 285.10	\$ 8,553.00												
30	12" C-900 PVC Sanitary Sewer Force Main (Including Fittings)	435	LF	\$ 39.63	\$ 17,239.05	\$ 52.00	\$ 22,620.00	\$ 55.00	\$ 23,925.00	\$ 113.00	\$ 49,155.00	\$ 73.00	\$ 31,755.00	\$ 37.70	\$ 16,399.50												
31	12" HDPE Sanitary Sewer Force Main Directional Bore (Including Fittings)	30	LF	\$ 222.50	\$ 6,675.00	\$ 198.00	\$ 5,940.00	\$ 350.00	\$ 10,500.00	\$ 480.00	\$ 14,400.00	\$ 424.00	\$ 12,720.00	\$ 398.40	\$ 11,952.00												
32	14" C-900 PVC Sanitary Sewer Force Main (Including Fittings)	60	LF	\$ 52.91	\$ 3,174.60	\$ 50.00	\$ 3,000.00	\$ 85.00	\$ 5,100.00	\$ 209.00	\$ 12,540.00	\$ 96.00	\$ 5,760.00	\$ 51.90	\$ 3,114.00												
33	Tie Into Existing 14" Sanitary Sewer Force Main (Including Fittings)	1	EA	\$ 11,293.98	\$ 11,293.98	\$ 9,300.00	\$ 9,300.00	\$ 14,000.00	\$ 14,000.00	\$ 13,500.00	\$ 13,500.00	\$ 26,525.00	\$ 26,525.00	\$ 15,542.80	\$ 15,542.80												
34	Tie Existing 6" & 10" Force Main with New 12" Force Main (Including Fittings)	1	EA	\$ 5,023.02	\$ 5,023.02	\$ 8,450.00	\$ 8,450.00	\$ 13,000.00	\$ 13,000.00	\$ 6,080.00	\$ 6,080.00	\$ 28,270.00	\$ 28,270.00	\$ 6,388.80	\$ 6,388.80												
35	Tie 10" Force Main into Existing 10" Force Main (Including Fittings)	1	EA	\$ 5,787.28	\$ 5,787.28	\$ 3,425.00	\$ 3,425.00	\$ 7,500.00	\$ 7,500.00	\$ 7,201.00	\$ 7,201.00	\$ 16,250.00	\$ 16,250.00	\$ 6,680.80	\$ 6,680.80												
36	Lift Station (Including Wet Well, Valve Pit, Control Panel, All Piping, Appurtenances, Shoring & Dewatering)	1	EA	\$ 279,268.96	\$ 279,268.96	\$ 280,650.00	\$ 280,650.00	\$ 265,000.00	\$ 265,000.00	\$ 361,000.00	\$ 361,000.00	\$ 300,000.00	\$ 300,000.00	\$ 343,780.00	\$ 343,780.00												



OLD SPANISH TRAIL WASTEWATER SYSTEM UPGRADES
CITY OF GAUTIER
PROJECT NO. 18-066.10
CONTRACTOR'S BID TABULATION

Bid Opening: Thursday, November 19, 2020, at 11:00 A.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor	Bottom 2 Top Construction, LLC	DNA Underground, LLC	Greater Gulf Development	Lane Construction Co. of MS, Inc.	Moran Hauling Inc.	SCI, Inc.
Address	23272 Hwy 49 Frontage Rd Suite B	16101 S Swan Road	4263 Poppes Ferry Road	P.O. Box 1437	10380 Three Rivers Road	13524 Old Highway 67
City, State	Saucier, MS 39574	Gulfport, MS 39503	D'Iberville, MS 39540	Ocean Springs, MS 39566-1437	Gulfport, MS 39503	Biloxi, MS 39532

Item. No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID															
37	36" Steel Casing - Jack & Bore	110	LF	\$ 605.73	\$ 66,630.30	\$ 675.00	\$ 74,250.00	\$ 940.00	\$ 103,400.00	\$ 930.00	\$ 102,300.00	\$ 1,302.00	\$ 143,220.00	\$ 866.40	\$ 95,304.00
38	Sewer Manhole (0'-6' Deep)(60" Diameter)	2	EA	\$ 4,223.93	\$ 8,447.86	\$ 5,300.00	\$ 10,600.00	\$ 3,500.00	\$ 7,000.00	\$ 6,200.00	\$ 12,400.00	\$ 5,050.00	\$ 10,100.00	\$ 4,442.20	\$ 8,884.40
39	Sewer Manhole (6'-8' Deep)(60" Diameter)	5	EA	\$ 4,938.13	\$ 24,690.65	\$ 6,700.00	\$ 33,500.00	\$ 4,000.00	\$ 20,000.00	\$ 6,200.00	\$ 31,000.00	\$ 5,050.00	\$ 25,250.00	\$ 4,958.60	\$ 24,793.00
40	Sewer Manhole (8'-10' Deep)(60" Diameter)	5	EA	\$ 6,119.19	\$ 30,595.95	\$ 7,500.00	\$ 37,500.00	\$ 4,500.00	\$ 22,500.00	\$ 6,200.00	\$ 31,000.00	\$ 6,000.00	\$ 30,000.00	\$ 6,186.50	\$ 30,932.50
41	Sewer Doghouse Manhole (10'-12' Deep) (60" Diameter)	3	EA	\$ 5,713.92	\$ 17,141.76	\$ 8,750.00	\$ 26,250.00	\$ 5,500.00	\$ 16,500.00	\$ 7,875.00	\$ 23,625.00	\$ 11,250.00	\$ 33,750.00	\$ 6,573.60	\$ 19,720.80
42	Tie Into Existing Manhole (All Sizes)	3	EA	\$ 602.00	\$ 1,806.00	\$ 2,500.00	\$ 7,500.00	\$ 3,000.00	\$ 9,000.00	\$ 4,131.00	\$ 12,393.00	\$ 3,250.00	\$ 9,750.00	\$ 600.00	\$ 1,800.00
43	Abandon Existing Manhole	10	EA	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00	\$ 2,000.00	\$ 20,000.00	\$ 2,824.00	\$ 28,240.00	\$ 2,500.00	\$ 25,000.00	\$ 700.00	\$ 7,000.00
44	Sawcut Existing Roads & Driveways (All Depths)	660	LF	\$ 5.09	\$ 3,359.40	\$ 7.00	\$ 4,620.00	\$ 10.00	\$ 6,600.00	\$ 9.00	\$ 5,940.00	\$ 6.50	\$ 4,290.00	\$ 5.00	\$ 3,300.00
45	2" Asphalt Surface Course	320	SY	\$ 31.80	\$ 10,176.00	\$ 22.00	\$ 7,040.00	\$ 40.00	\$ 12,800.00	\$ 20.00	\$ 6,400.00	\$ 22.00	\$ 7,040.00	\$ 16.80	\$ 5,376.00
46	4" Asphalt Base Course	320	SY	\$ 68.90	\$ 22,048.00	\$ 44.00	\$ 14,080.00	\$ 75.00	\$ 24,000.00	\$ 40.00	\$ 12,800.00	\$ 41.00	\$ 13,120.00	\$ 33.50	\$ 10,720.00
47	Remove & Replace 15" CPP	110	LF	\$ 23.06	\$ 2,536.60	\$ 50.00	\$ 5,500.00	\$ 50.00	\$ 5,500.00	\$ 60.00	\$ 6,600.00	\$ 44.00	\$ 4,840.00	\$ 38.30	\$ 4,213.00
48	Remove & Replace 36" CPP	130	LF	\$ 56.04	\$ 7,285.20	\$ 70.00	\$ 9,100.00	\$ 80.00	\$ 10,400.00	\$ 133.00	\$ 17,290.00	\$ 78.00	\$ 10,140.00	\$ 75.90	\$ 9,867.00
49	Remove & Replace 48" CPP	60	LF	\$ 78.62	\$ 4,717.20	\$ 90.00	\$ 5,400.00	\$ 120.00	\$ 7,200.00	\$ 238.00	\$ 14,280.00	\$ 123.00	\$ 7,380.00	\$ 112.20	\$ 6,732.00
50	Remove & Replace Rip Rap	200	TON	\$ 71.68	\$ 14,336.00	\$ 80.00	\$ 16,000.00	\$ 210.00	\$ 42,000.00	\$ 136.00	\$ 27,200.00	\$ 100.00	\$ 20,000.00	\$ 72.00	\$ 14,400.00
51	Repair Concrete Headwall	20	CY	\$ 1,148.00	\$ 22,960.00	\$ 300.00	\$ 6,000.00	\$ 1,100.00	\$ 22,000.00	\$ 1,846.00	\$ 36,920.00	\$ 1,450.00	\$ 29,000.00	\$ 1,200.00	\$ 24,000.00
52	Replace 4" Concrete Sidewalk	25	SY	\$ 73.90	\$ 1,847.50	\$ 50.00	\$ 1,250.00	\$ 185.00	\$ 4,625.00	\$ 172.00	\$ 4,300.00	\$ 120.00	\$ 3,000.00	\$ 60.50	\$ 1,512.50
53	Replace 6" Curb & Gutter	24	LF	\$ 20.90	\$ 501.60	\$ 35.00	\$ 840.00	\$ 150.00	\$ 3,600.00	\$ 50.00	\$ 1,200.00	\$ 100.00	\$ 2,400.00	\$ 18.00	\$ 432.00
54	Water Main Adjustment	5	EA	\$ 5,278.92	\$ 26,394.60	\$ 500.00	\$ 2,500.00	\$ 7,000.00	\$ 35,000.00	\$ 6,127.00	\$ 30,635.00	\$ 2,500.00	\$ 12,500.00	\$ 5,251.20	\$ 26,256.00
55	Cap Existing Force Main (All sizes, Including Fittings)	5	EA	\$ 3,737.02	\$ 18,685.10	\$ 800.00	\$ 4,000.00	\$ 3,500.00	\$ 17,500.00	\$ 1,033.00	\$ 5,165.00	\$ 500.00	\$ 2,500.00	\$ 357.80	\$ 1,789.00
56	Plug Existing Gravity Sewer Line (All Sizes)	6	EA	\$ 3,559.68	\$ 21,358.08	\$ 300.00	\$ 1,800.00	\$ 2,500.00	\$ 15,000.00	\$ 407.00	\$ 2,442.00	\$ 500.00	\$ 3,000.00	\$ 222.10	\$ 1,332.60
57	Water Service Line Adjustment	5	EA	\$ 173.85	\$ 869.25	\$ 400.00	\$ 2,000.00	\$ 1,000.00	\$ 5,000.00	\$ 423.00	\$ 2,115.00	\$ 500.00	\$ 2,500.00	\$ 102.00	\$ 510.00
58	Remove & Replace Chain Link Fence	85	LF	\$ 53.00	\$ 4,505.00	\$ 35.00	\$ 2,975.00	\$ 60.00	\$ 5,100.00	\$ 28.00	\$ 2,380.00	\$ 20.00	\$ 1,700.00	\$ 24.20	\$ 2,057.00
TOTAL BASE BID					\$ 1,311,548.81	\$ 1,261,575.00		\$ 1,571,295.00		\$ 2,065,115.00		\$ 1,687,375.00		\$ 1,402,302.40	
ADDITIVE ALTERNATE #1: DE LA FOREST SUBDIVISION															
1	CIPP 8" VCP	6875	LF	\$ 35.09	\$ 241,243.75	\$ 32.00	\$ 220,000.00	\$ 34.00	\$ 233,750.00	\$ 31.50	\$ 216,562.50	\$ 35.00	\$ 240,625.00	\$ 31.00	\$ 213,125.00
2	CIPP 10" VCP	385	LF	\$ 61.03	\$ 23,496.55	\$ 38.00	\$ 14,630.00	\$ 40.00	\$ 15,400.00	\$ 37.00	\$ 14,245.00	\$ 41.00	\$ 15,785.00	\$ 35.70	\$ 13,744.50
3	Line Interior of Manholes	31	EA	\$ 1,997.36	\$ 61,918.16	\$ 1,725.00	\$ 53,475.00	\$ 2,000.00	\$ 62,000.00	\$ 1,788.00	\$ 55,428.00	\$ 1,450.00	\$ 44,950.00	\$ 1,711.50	\$ 53,056.50
4	Point Repairs	2	EA	\$ 6,857.12	\$ 13,714.24	\$ 4,750.00	\$ 9,500.00	\$ 5,500.00	\$ 11,000.00	\$ 2,100.00	\$ 4,200.00	\$ 7,500.00	\$ 15,000.00	\$ 10,000.00	\$ 20,000.00
TOTAL OF ALL ALTERNATE #1 BID ITEMS					\$ 340,372.70	\$ 297,605.00		\$ 322,150.00		\$ 290,435.50		\$ 316,360.00		\$ 299,926.00	
ADDITIVE ALTERNATE #2: SEACLIFFE SUBDIVISION															
1	CIPP 8" VCP	7040	LF	\$ 35.47	\$ 249,708.80	\$ 32.00	\$ 225,280.00	\$ 36.00	\$ 253,440.00	\$ 33.00	\$ 232,320.00	\$ 37.00	\$ 260,480.00	\$ 31.00	\$ 218,240.00
2	Line Interior of Manholes	30	EA	\$ 2,104.20	\$ 63,126.00	\$ 1,325.00	\$ 39,750.00	\$ 1,600.00	\$ 48,000.00	\$ 1,387.00	\$ 41,610.00	\$ 1,150.00	\$ 34,500.00	\$ 1,326.20	\$ 39,786.00
3	Point Repairs	3	EA	\$ 5,201.97	\$ 15,605.91	\$ 4,850.00	\$ 14,550.00	\$ 5,500.00	\$ 16,500.00	\$ 2,100.00	\$ 6,300.00	\$ 7,500.00	\$ 22,500.00	\$ 10,000.00	\$ 30,000.00
TOTAL OF ALL ALTERNATE #2 BID ITEMS					\$ 328,440.71	\$ 279,580.00		\$ 317,940.00		\$ 280,230.00		\$ 317,480.00		\$ 288,026.00	

= Mathematical errors were found in the bid, and the amount shown shows the corrected amount

I HAVE REVIEWED THESE BIDS AND HEREBY CERTIFY THAT THEY ARE ACCURATE

11/20/2020

SARAH MCLELLAN, E.I.



November 24, 2020

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

Re: Acknowledge Receipt of Bids and Recommendation of Award
Old Spanish Trail Wastewater System Upgrades, Gautier, Mississippi

Dear Ms. Yancey,

Please be advised that on Thursday, November 19, 2020, at 10:00 AM, bids were received for the above referenced project. As you will see from the attached bid tabulation, DNA Underground, LLC is the low bidder. This contractor has a positive reputation and adequate experience and expertise to perform the duties required by the contract documents. Based on this, Seymour Engineering recommends awarding the Contract to DNA Underground, LLC for the Base Bid, Additive Alternate #1, and Additive Alternate #2 in the amount of \$1,838,760.00, contingent on MDEQ granting approval.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

SEYMOUR ENGINEERING

A handwritten signature in blue ink, reading 'Sarah McLellan', is positioned below the company name.

Sarah McLellan, E.I.
Project Engineer

Cc: Ms. April Havens, Grants and Project Administrator

Attachment: Certified Bid Tabulation

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

Council Meeting:
Title:

December 15, 2020
**Waiver of Bid Irregularity for Moran Hauling's bid
on the Martin Bluff Road Sidewalk Improvements
Project**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Waiver of Bid Irregularity for Moran Hauling's bid on the Martin Bluff Road Sidewalk Improvements 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 (hereinafter, “the City”) has submitted a request for bids relating to the Martin Bluff Road Sidewalk Improvements Project; and

WHEREAS, one bidder, Moran Hauling, inadvertently failed to sign the Disadvantaged Business Enterprise commitment; and

WHEREAS, following the bid opening, Moran Hauling executed the document as requested; and

WHEREAS, the Mississippi Department of Transportation has confirmed that the failure to execute this document is a technicality, and that such a bid irregularity may be waived; and

WHEREAS, Staff requests waiver of this bidding irregularity, and seeks Council consideration of Moran Hauling’s bid; and

WHEREAS, the City Council hereby finds that 1) the requested action would not violate any mandatory or statutory provisions, 2) the competitive nature of the bidding process is not destroyed by such a waiver, 3) the waiver has no effect on the bid amount, and 4) the waiver does not give one bidder an advantage or benefit over other bidders; and

WHEREAS, the City Council hereby finds that approval of this request is in the best interests of the City of Gautier;

IT IS THEREFORE ORDERED by the Mayor and Council, that Moran Hauling’s failure to sign the Disadvantaged Business Enterprise commitment has been cured and is hereby waived as an informality, and that the bid of Moran Hauling will be considered by the Council.

IT IS FURTHER ORDERED that the City Manager 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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: December 3, 2020
Subject: Waiver of Bid Irregularity – Martin Bluff Road Sidewalk Improvements

REQUEST:

The Grants and Projects Department requests that City Council waive a minor bid irregularity within the low bidder's package 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 will tie into the Martin Bluff Road widening project.

DISCUSSION:

A minor irregularity was noted in the low bid submitted by Moran Hauling, Inc. for this project. However, this is a waivable irregularity. Moran Hauling inadvertently failed to sign the Disadvantaged Business Enterprise commitment form. The Mississippi Department of Transportation has confirmed that the failure to execute this document is a technicality (due to the DBE goal being 0 percent) and such a bid irregularity may be waived.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council waive a minor bid irregularity within the low bidder's package for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000).

The City Council may:

1. Waive the minor bid irregularity, as presented; or
2. Not waive the minor bid irregularity.

ATTACHMENT(S):

None

**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

December 15, 2020
**Authorization to Acknowledge Bids and Award
Contract for the Martin Bluff Road Sidewalk
Improvements Project to Moran Hauling**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to acknowledge receipt of six bids for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) and award a contract to the low bidder, Moran Hauling, Inc. in an amount not to exceed \$699,075.75, contingent upon MDOT concurrence.

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 requested bids for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, on November 24, 2020, bids were received and opened; and

WHEREAS, the low bidder was Moran Hauling, Inc. in the amount not to exceed \$699,075.75; 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 a Transportation Alternatives grant; and

WHEREAS, this is an 80/20 grant, having City responsible for Preliminary Engineering costs and at least 20% of the total project cost (with Jackson County providing funds to assists with the City's local match); and

WHEREAS, Michael Baker International reviewed the bids and recommends awarding the contract to Moran Hauling, Inc., as the lowest and best bid; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve the contract with the lowest and best bidder, Moran Hauling, Inc., in an amount not to exceed \$699,075.75; and

WHEREAS, the Mayor and Council Members hereby find that Moran Hauling, 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 contract with Moran Hauling, Inc., for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) 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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 12/3/2020
Subject: Authorization to Acknowledge Bids and Award Contract for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000)

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of six bids for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) and award a contract to the low bidder, Moran Hauling, Inc. in an amount not to exceed \$699,075.75, contingent upon MDOT concurrence.

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:

Six bids for this project were received and opened Nov. 24, 2020. Michael Baker International performed a complete review of the bids, and a minor irregularity was noted in the low bid submitted by Moran Hauling, Inc. However, this is a waivable irregularity.

Michael Baker International recommends awarding the project to Moran Hauling, Inc., in the amount of \$699,075.75.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of six bids for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) and award a contract to the low bidder, Moran Hauling, Inc. in an amount not to exceed \$699,075.75, contingent upon MDOT concurrence.

The City Council may:

- 1) Acknowledge the bids and award a contract to the low bidder, contingent upon MDOT concurrence, as presented; or
- 2) Not acknowledge the bids and not award a contract to the low bidder as presented.

ATTACHMENTS:

1. Recommendation of Award and Bid Tabulation

December 2, 2020

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

Re: **Martin Bluff Road Sidewalk Project**
STP-9194-00(002)LPA / 108009-701000
Jackson County, MS

Dear Ms. Stennett,

Bids for the referenced project were received on Tuesday, November 24th, 2020 and subsequently publicly opened and read aloud. A total of six bids were received and read as aloud:

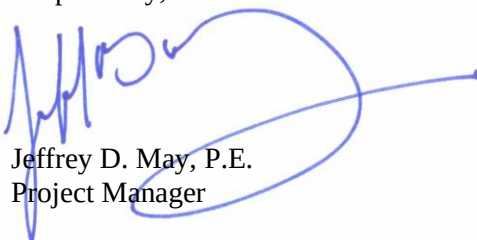
1.	Moran Hauling, Inc.	-	\$699,075.75
2.	JE Talley Construction Inc.	-	\$734,399.75
3.	DNA Underground	-	\$767,802.00
4.	DCD Construction, Inc.	-	\$775,416.75
5.	Lane Construction Co.	-	\$814,038.00
6.	Twin L Construction, Inc.	-	\$868,141.95

A complete review of the documents received from each of the bidders was performed and a detailed tabulation of the bids was prepared. A minor irregularity was noted in the bid submitted by Moran Hauling, Inc., however, the City of Gautier reserves the right, for any reason, to waive technicalities and irregularities.

Therefore, based on our review, Michael Baker International recommends awarding the project to Moran Hauling, Inc., in the amount of \$699,075.75.

Should you have any questions or require any additional information, please do not hesitate to contact me at (228) 818-2839.

Respectfully,



Jeffrey D. May, P.E.
Project Manager

Enclosure: Certified Bid Tabulation

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate		Moran Hauling, Inc		JE Talley Construction, Inc.		DNA Underground		DCD Construction		Lane Construction Co.		Twin L Construction, Inc.	
				UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION	UNIT COST	EXTENSION
	EARTHWORK ITEMS																
201-B001	CLEARING AND GRUBBING	ACRE	3.00	\$3,500.00	\$10,500.00	\$2,000.00	\$6,000.00	\$5,445.00	\$16,335.00	\$3,000.00	\$9,000.00	\$8,270.25	\$24,810.75	\$5,550.00	\$16,650.00	\$9,530.00	\$28,590.00
202-A001	REMOVAL OF OBSTRUCTIONS	LS	1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$18,150.00	\$18,150.00	\$5,000.00	\$5,000.00	\$9,930.00	\$9,930.00	\$4,625.00	\$4,625.00	\$3,811.50	\$3,811.50
202-B092	REMOVAL OF CONCRETE CURB, ALL TYPES	LF	50	\$5.00	\$250.00	\$10.00	\$500.00	\$24.20	\$1,210.00	\$10.00	\$500.00	\$3.50	\$175.00	\$11.00	\$550.00	\$5.10	\$255.00
202-B164	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	2	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00	\$1,815.00	\$3,630.00	\$350.00	\$700.00	\$294.75	\$589.50	\$240.00	\$480.00	\$508.00	\$1,016.00
202-B191	REMOVAL OF PIPE, 8" & ABOVE	LF	80	\$12.00	\$960.00	\$9.00	\$720.00	\$18.15	\$1,452.00	\$10.00	\$800.00	\$4.75	\$380.00	\$12.00	\$960.00	\$8.25	\$660.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	CY	1,800	\$5.00	\$9,000.00	\$7.00	\$12,600.00	\$12.10	\$21,780.00	\$8.00	\$14,400.00	\$18.25	\$32,850.00	\$8.00	\$14,400.00	\$12.70	\$22,860.00
203- EX014	BORROW EXCAVATION, AH, FME, CLASS B5	CY	2,200	\$10.00	\$22,000.00	\$15.00	\$33,000.00	\$16.94	\$37,268.00	\$12.00	\$26,400.00	\$23.50	\$51,700.00	\$15.00	\$33,000.00	\$19.00	\$41,800.00
203-I002	SITE GRADING	SY	13,500	\$5.00	\$67,500.00	\$1.25	\$16,875.00	\$3.33	\$44,955.00	\$1.00	\$13,500.00	\$3.25	\$43,875.00	\$2.50	\$33,750.00	\$3.20	\$43,200.00
	ROADSIDE DEVELOPMENT ITEMS			SUBTOTAL	\$121,710.00		\$76,695.00	SUBTOTAL	\$144,780.00		\$70,300.00	SUBTOTAL	\$164,310.25	SUBTOTAL	\$104,415.00	SUBTOTAL	\$142,192.50
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	1,850	\$7.00	\$12,950.00	\$20.00	\$37,000.00	\$21.78	\$40,293.00	\$20.00	\$37,000.00	\$40.50	\$74,925.00	\$19.50	\$36,075.00	\$25.40	\$46,990.00
216-B002	SOLID SODDING, CENTIPEDE	SY	4,000	\$5.00	\$20,000.00	\$6.00	\$24,000.00	\$4.84	\$19,360.00	\$6.00	\$24,000.00	\$4.75	\$19,000.00	\$5.00	\$20,000.00	\$8.25	\$33,000.00
219-A001	WATERING	KGAL	200	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$4,000.00
225-A001	GRASSING	ACRE	4	\$1,500.00	\$6,000.00	\$3,000.00	\$12,000.00	\$1,815.00	\$7,260.00	\$1,000.00	\$4,000.00	\$3,771.75	\$15,087.00	\$4,255.00	\$17,020.00	\$3,049.20	\$12,196.80
225-C001	MULCH, VEGETATIVE MULCH	TON	6	\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$1,210.00	\$7,260.00	\$1,000.00	\$6,000.00	\$943.00	\$5,658.00	\$522.00	\$3,132.00	\$1,525.00	\$9,150.00
226-A001	TEMPORARY GRASSING	ACRE	4	\$1,500.00	\$6,000.00	\$2,400.00	\$9,600.00	\$1,210.00	\$4,840.00	\$1,000.00	\$4,000.00	\$3,771.75	\$15,087.00	\$4,254.00	\$17,016.00	\$2,287.00	\$9,148.00
234-A001	TEMPORARY SILT FENCE	LF	12,200	\$3.50	\$42,700.00	\$3.50	\$42,700.00	\$3.63	\$44,286.00	\$2.00	\$24,400.00	\$2.25	\$27,450.00	\$3.50	\$42,700.00	\$4.75	\$57,950.00
237-A001	WATTLES, 12"	LF	1,000	\$5.00	\$5,000.00	\$2.00	\$2,000.00	\$9.68	\$9,680.00	\$4.00	\$4,000.00	\$2.25	\$2,250.00	\$5.00	\$5,000.00	\$12.70	\$12,700.00
	BITUMINOUS PAVING ITEMS			SUBTOTAL	\$97,850.00		\$133,100.00	SUBTOTAL	\$136,979.00	SUBTOTAL	\$107,400.00	SUBTOTAL	\$163,457.00	SUBTOTAL	\$144,943.00	SUBTOTAL	\$185,134.80
403-A003	12.5-MM, ST, ASPHALT PAVEMENT	TON	10	\$155.00	\$1,550.00	\$300.00	\$3,000.00	\$302.50	\$3,025.00	\$300.00	\$3,000.00	\$324.25	\$3,242.50	\$220.00	\$2,200.00	\$318.00	\$3,180.00
	DRAINAGE ITEMS			SUBTOTAL	\$1,550.00		\$3,000.00	SUBTOTAL	\$3,025.00	SUBTOTAL	\$3,000.00	SUBTOTAL	\$3,242.50	SUBTOTAL	\$2,200.00	SUBTOTAL	\$3,180.00
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	9	\$1,500.00	\$13,500.00	\$1,300.00	\$11,700.00	\$1,815.00	\$16,335.00	\$1,400.00	\$12,600.00	\$444.50	\$4,000.50	\$2,012.00	\$18,108.00	\$1,270.50	\$11,434.50
602-A001	REINFORCING STEEL	LBS	750	\$3.00	\$2,250.00	\$3.00	\$2,250.00	\$2.42	\$1,815.00	\$3.00	\$2,250.00	\$1.50	\$1,125.00	\$2.50	\$1,875.00	\$3.80	\$2,850.00
603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	LF	224	\$45.00	\$10,080.00	\$40.00	\$8,960.00	\$42.35	\$9,486.40	\$70.00	\$15,680.00	\$66.75	\$14,952.00	\$115.00	\$25,760.00	\$44.50	\$9,968.00
603-CA026	24" REINFORCED CONCRETE PIPE, CLASS III	LF	40	\$50.00	\$2,000.00	\$60.00	\$2,400.00	\$66.55	\$2,662.00	\$90.00	\$3,600.00	\$138.75	\$5,550.00	\$154.00	\$6,160.00	\$88.95	\$3,558.00
604-B001	GRATINGS	LBS	314	\$3.00	\$942.00	\$7.25	\$2,276.50	\$6.05	\$1,899.70	\$3.00	\$942.00	\$2.25	\$706.50	\$4.00	\$1,256.00	\$6.35	\$1,993.90
	INCIDENTAL CONSTRUCTION ITEMS			SUBTOTAL	\$28,772.00	SUBTOTAL	\$27,586.50	SUBTOTAL	\$32,198.10	SUBTOTAL	\$35,072.00	SUBTOTAL	\$26,334.00	SUBTOTAL	\$53,159.00	SUBTOTAL	\$29,804.40
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	6,710	\$55.00	\$369,050.00	\$47.00	\$315,370.00	\$50.82	\$341,002.20	\$53.00	\$355,630.00	\$42.75	\$286,852.50	\$45.00	\$301,950.00	\$61.00	\$409,310.00
907-608-C001	DETECTABLE WARNING PANELS	SF	200	\$32.00	\$6,400.00	\$35.00	\$7,000.00	\$30.25	\$6,050.00	\$80.00	\$16,000.00	\$11.75	\$2,350.00	\$46.00	\$9,200.00	\$19.05	\$3,810.00
609-B005	CONCRETE CURB, SPECIAL DESIGN HEADER	LF	90	\$35.00	\$3,150.00	\$48.00	\$4,320.00	\$36.30	\$3,267.00	\$55.00	\$4,950.00	\$34.25	\$3,082.50	\$95.00	\$8,550.00	\$44.50	\$4,005.00
613-A001	ADJUSTMENT OF CASTINGS, GRATINGS, AND UTILITY APPURTENANCES	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,630.00	\$3,630.00	\$10,000.00	\$10,000.00	\$3,677.25	\$3,677.25	\$4,000.00	\$4,000.00	\$6,352.50	\$6,352.50
614-A003	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6-INCH THICKNESS	SY	635	\$85.00	\$53,975.00	\$73.75	\$46,831.25	\$60.50	\$38,417.50	\$68.00	\$43,180.00	\$54.25	\$34,448.75	\$68.00	\$43,180.00	\$86.40	\$54,864.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$9,075.00	\$9,075.00	\$30,000.00	\$30,000.00	\$64,471.50	\$64,471.50	\$101,000.00	\$101,000.00	\$15,246.00	\$15,246.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A001	MOBILIZATION	LS	1	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$9,075.00	\$9,075.00	\$83,000.00	\$83,000.00	\$19,058.50	\$19,058.50	\$37,000.00	\$37,000.00	\$10,164.00	\$10,164.00
	PAVEMENT MARKING AND SIGNING ITEMS			SUBTOTAL	\$547,585.00	SUBTOTAL	\$452,031.25	SUBTOTAL	\$410,526.70	SUBTOTAL	\$542,770.00	SUBTOTAL	\$413,951.00	SUBTOTAL	\$504,890.00	SUBTOTAL	\$503,761.50
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	48	\$5.50	\$264.00	\$20.00	\$960.00	\$12.10	\$580.80	\$40.00	\$1,920.00	\$11.75	\$564.00	\$11.00	\$528.00	\$13.20	\$633.60
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	528	\$2.50	\$1,320.00	\$6.00	\$3,168.00	\$6.05	\$3,194.40	\$10.00	\$5,280.00	\$3.50	\$1,848.00	\$3.50	\$1,848.00	\$3.80	\$2,006.40
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	19	\$20.00	\$380.00	\$65.00	\$1,235.00	\$60.50	\$1,149.50	\$40.00	\$760.00	\$41.25	\$783.75	\$50.00	\$950.00	\$31.75	\$603.25
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	65	\$8.50	\$552.50	\$20.00	\$1,300.00	\$30.25	\$1,966.25	\$20.00	\$1,300.00	\$14.25	\$926.25	\$17.00	\$1,105.00	\$12.70	\$825.50
				SUBTOTAL	\$2,516.50	SUBTOTAL	\$6,663.00	SUBTOTAL	\$6,890.95	SUBTOTAL	\$9,260.00	SUBTOTAL	\$4,122.00	SUBTOTAL	\$4,431.00	SUBTOTAL	\$4,068.75
SUTOTAL EARTHWORK ITEMS				\$121,710.00		\$76,695.00		\$144,780.00		\$70,300.00		\$164,310.25		\$104,415.00		\$142,192.50	
SUTOTAL ROADSIDE DEVELOPMENT ITEMS				\$133,100.00		\$136,979.00		\$107,400.00		\$163,457.00		\$144,943.00		\$185,134.80		\$185,134.80	
SUTOTAL BITUMINOUS PAVING ITEMS				\$1,550.00		\$3,000.00		\$3,025.00		\$3,000.00		\$3,242.50		\$2,200.00		\$3,180.00	
SUTOTAL DRAINAGE ITEMS				\$28,772.00		\$27,586.50		\$32,198.10		\$35,072.00		\$26,334.00		\$53,159.00		\$29,804.40	
SUTOTAL INCIDENTAL CONSTRUCTION ITEMS				\$547,585.00		\$452,031.25		\$410,526.70		\$542,770.00		\$413,951.00		\$504,890.00		\$503,761.50	
SUTOTAL PAVEMENT MARKING AND SIGNING ITEMS				\$2,516.50		\$6,663.00		\$6,890.95		\$9,260.00		\$4,122.00		\$4,431.00		\$4,068.75	
TOTAL BID				\$799,983.50		\$699,075.75		\$734,399.75		\$767,802.00		\$775,416.75		\$814,038.00		\$868,141.95	
				% Difference		-13%		-8%		-4%		-3%		2%		9%	

JEFFREY D. MAY

REGISTERED PROFESSIONAL

ENGINEER

12/2/20

SUTOTAL EARTHWORK ITEMS

SUTOTAL ROADSIDE DEVELOPMENT ITEMS

SUTOTAL BITUMINOUS PAVING ITEMS

SUTOTAL DRAINAGE ITEMS

SUTOTAL INCIDENTAL CONSTRUCTION ITEMS

SUTOTAL PAVEMENT MARKING AND SIGNING ITEMS

I certify that this is a correct tabulation of the bid received.



CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting: December 15, 2020
Title: Consideration of a request for a four-foot (4') variance to side yard set-back requirements for an accessory building in an R-1 Low Density Single-Family Residential Zoning District at 1706 Beth Circle, Gautier MS. (GPC #20-23-VAR)

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

Summary Explanation: Consideration of a request for a four-foot (4') variance to side yard set-back requirements for an accessory building in an R-1 Low Density Single-Family Residential Zoning District at 1706 Beth Circle, Gautier, MS (PID #87110327.000) (GPC #20-23-VAR).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the homeowner of 1706 Beth Circle, (PID# 87110327.000) has requested a variance to allow a four-foot (4') side yard set-back that would allow an accessory structure to be located on the side of the principal use in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential, and the accessory structure is currently located six feet (6') from the side property line (the required setback is ten feet (10')); and

WHEREAS, the property owner requests a variance to the minimum side yard setbacks from ten feet (10') to six feet (6') to allow a storage shed that was built without a permit and does not meet side yard minimum requirements for an accessory building; and

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

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

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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/4/2020
Subject: Consider a request for a four foot (4') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1706 Beth Circle, (GPC #20-23-VAR)

REQUEST:

The Planning Department has received a request from David Fulton for a four foot (4') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1706 Beth Circle, PID #87110327.000. The application fee of \$175 was paid on October 15, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has added an accessory building to the side of his residence without obtaining the proper permit. The accessory building is located six feet (6') from the side property line. The required side setback is ten feet (10'). The applicant is seeking a Variance of four feet (4') to minimum side yard setback requirements.

DISCUSSION:

The property owner requests a variance to the minimum side yard setbacks in a R-1 Low Density Single-Family Residential District from ten feet (10') to six feet (6') to allow a storage shed that was built without a permit and does not meet side yard minimum requirements for an accessory building.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

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

The UDO defines Setback as:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION:

The Planning Commission recommends Council approve the request in that it would not alter the character of the neighborhood.

The City Council may:

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

ATTACHMENTS:

1. GPC Complete Packet 20-23-VAR
2. Excerpt GPC Meeting 12.3.20 (GPC 20-23-VAR)

Gautier Planning Commission

Regular Meeting Agenda

December 3, 2020

GPC #20-23-VAR

1706 Beth Circle

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A FOUR FOOT (4') VARIANCE TO SIDE YARD SET-BACK REQUIREMENTS FOR AN ACCESSORY BUILDING IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 1706 BETH CIRCLE, (GPC #20-23-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 17, 2020

Subject: Consider a request for a four foot (4') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1706 Beth Circle, (GPC #20-23-VAR)

REQUEST:

The Planning Department has received a request from David Fulton for a four foot (4') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1706 Beth Circle, PID #87110327.000. The application fee of \$175 was paid on October 15, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has added an accessory building to the side of his residence without obtaining the proper permit. The accessory building is located six feet (6') from the side property line. The required side setback is ten feet (10'). The applicant is seeking a Variance of four feet (4') to minimum side yard setback requirements.

DISCUSSION:

The property owner requests a variance to the minimum side yard setbacks in a R-1 Low Density Single-Family Residential District from ten feet (10') to six feet (6') to allow a storage shed that was built without a permit and does not meet side yard minimum requirements for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

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

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

The UDO defines **Hardship** as:

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

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

The UDO defines **Setback** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

GPC 20-23-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	_____✓_____	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: David Fulton
Name of Business: _____ Phone: 228-990-2771
Property Address: 1706 Beth Circle Mailing Address (if Different): PID 87110327.000
E-Mail Address: _____

Reason for request, location and intended use of Property: Storage shed too close to property line need variance for four feet

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: David Fulton Date of Application: 10-13-20

FOR OFFICE USE ONLY

Date Received 10-15-2020 Verify as Complete BL

Fee Amount Received \$175.00 Initials of Employee Receiving Application BL

South

Rear Yard

10

6' approx. off property line

Existing shed



Existing House

Requesting variance for shed at 1706 Beth Circle.

Building was constructed by contractor that told me he would handle everything as I was working out of town at the time. Needing to get this pushed through so I can acquire a permit to enclose my garage. This is a hardship situation as my wife has been having knee problems; and has had one surgery already. She is not far from knee replacement surgery and we need a bedroom and bath downstairs as all of the bed and bathrooms are upstairs on this property.

Respectfully yours,

David Fulton

87110327.000 FULTON DAVID E & MELESSIA C

PIDN: 87110327.000

GISP: 871.12-03-0212.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: FULTON DAVID E & MELESSIA C

Name 2:

Mailing Address: 1706 BETH CR

GAUTIER MS

39553

Site Address: 1706 BETH CR GAUTIER

Land Information

Section: 12 Acreage: .00

Township: 8S

Range: 7W

Street Name BETH
CR

Value and Tax Information

Total Assessed Value: 8396

Total Appraised Value: 83960

Improvement Value: 74260

Land Value: 9700

Tax Amount: 932

SQ FT: 1788 Year Built: 1972

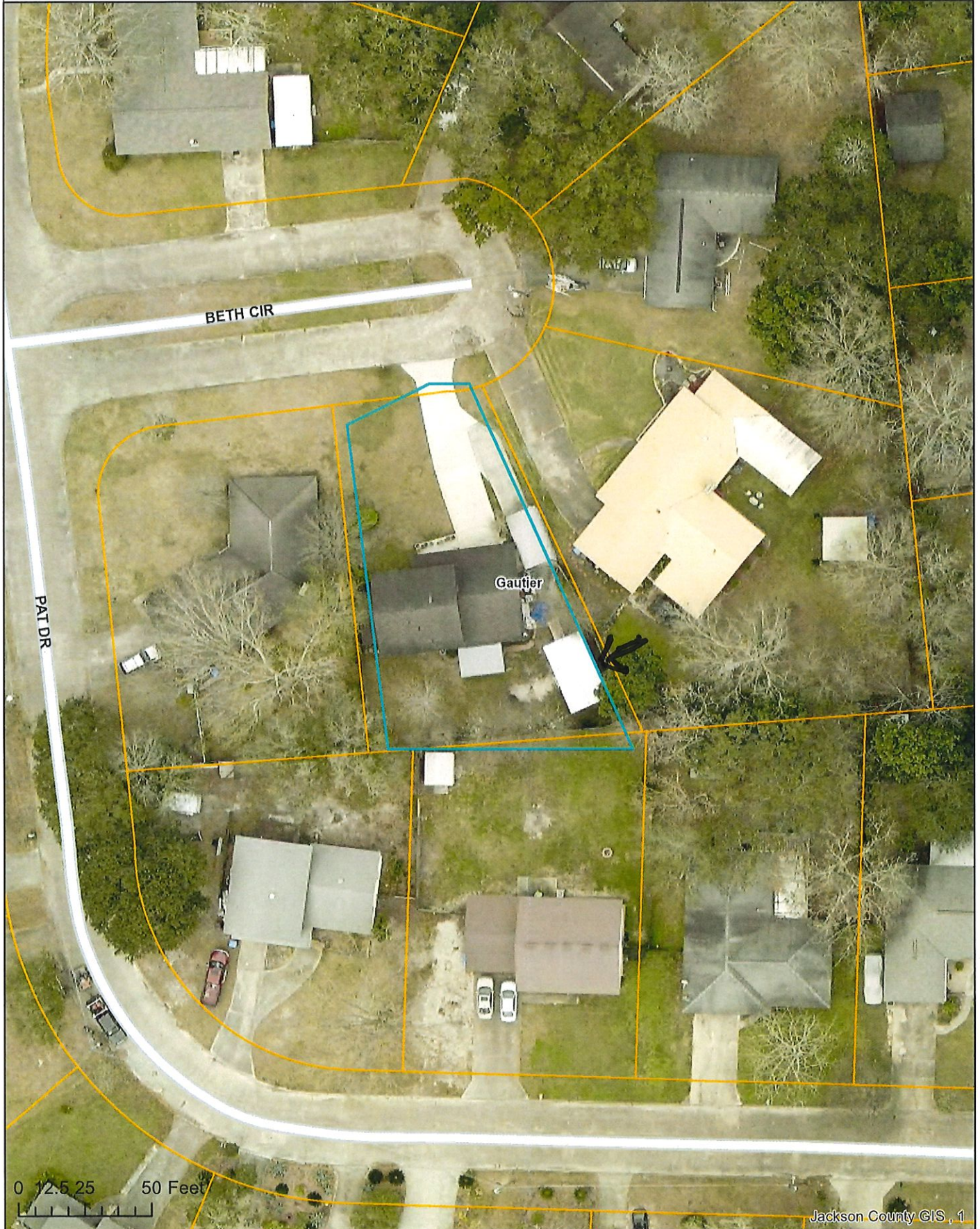
Legal Description

Description: LOT 78 SEACLIFFE S/D 3RD ADD

DB 1299-558 (212 Map871.12-03)

Deed Book / Page: 1299 / 558

87110327.000 FULTON DAVID E & MELESSIA C



0 12.5 25 50 Feet

Jackson County GIS, 1

EXHIBIT A

LOCATION MAP

Prepared by:
City of Gautier
Planning Department



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

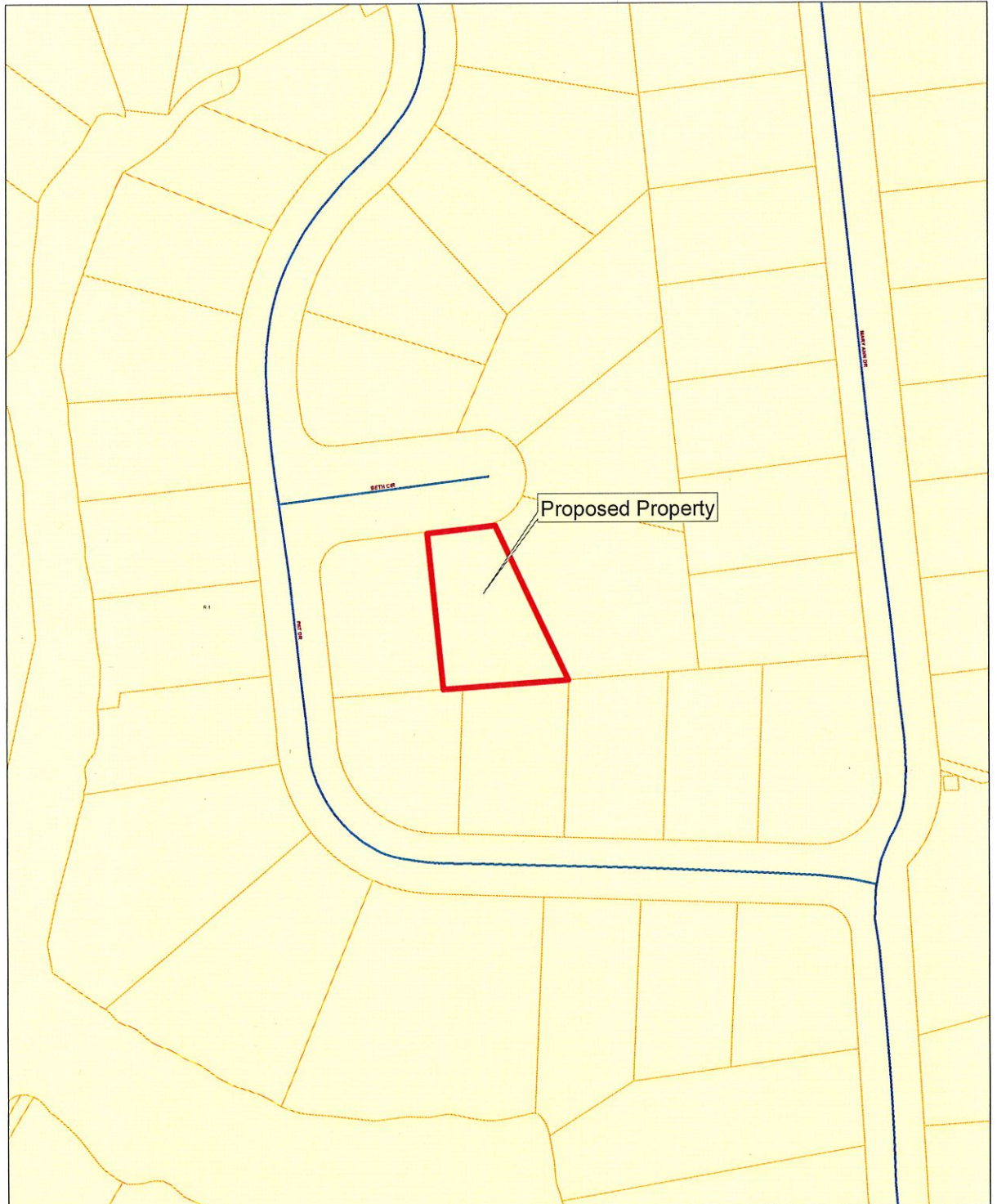


EXHIBIT C

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

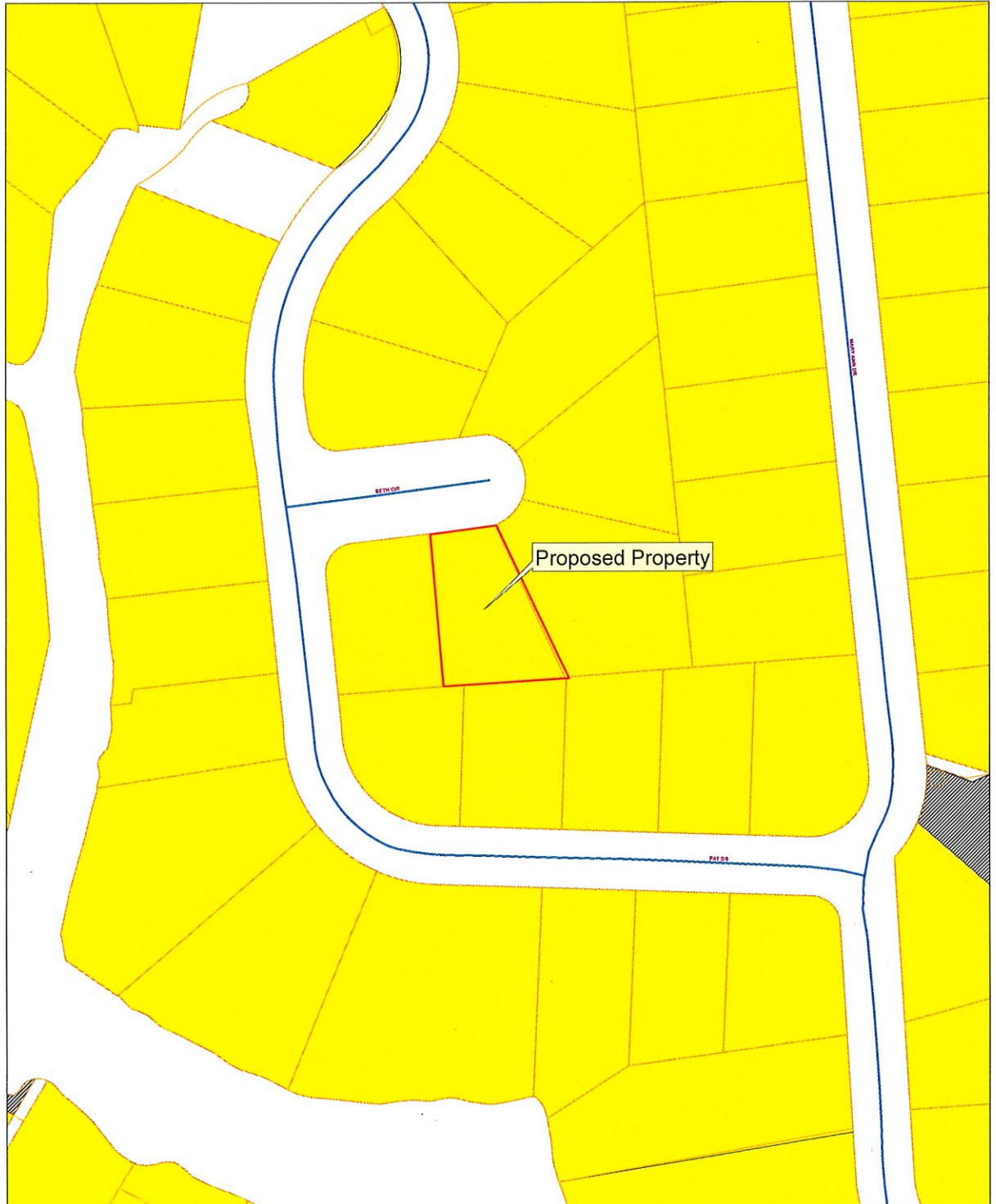


EXHIBIT D

FUTURE LAND USE MAP

Prepared by:
City of Gautier
Planning Department

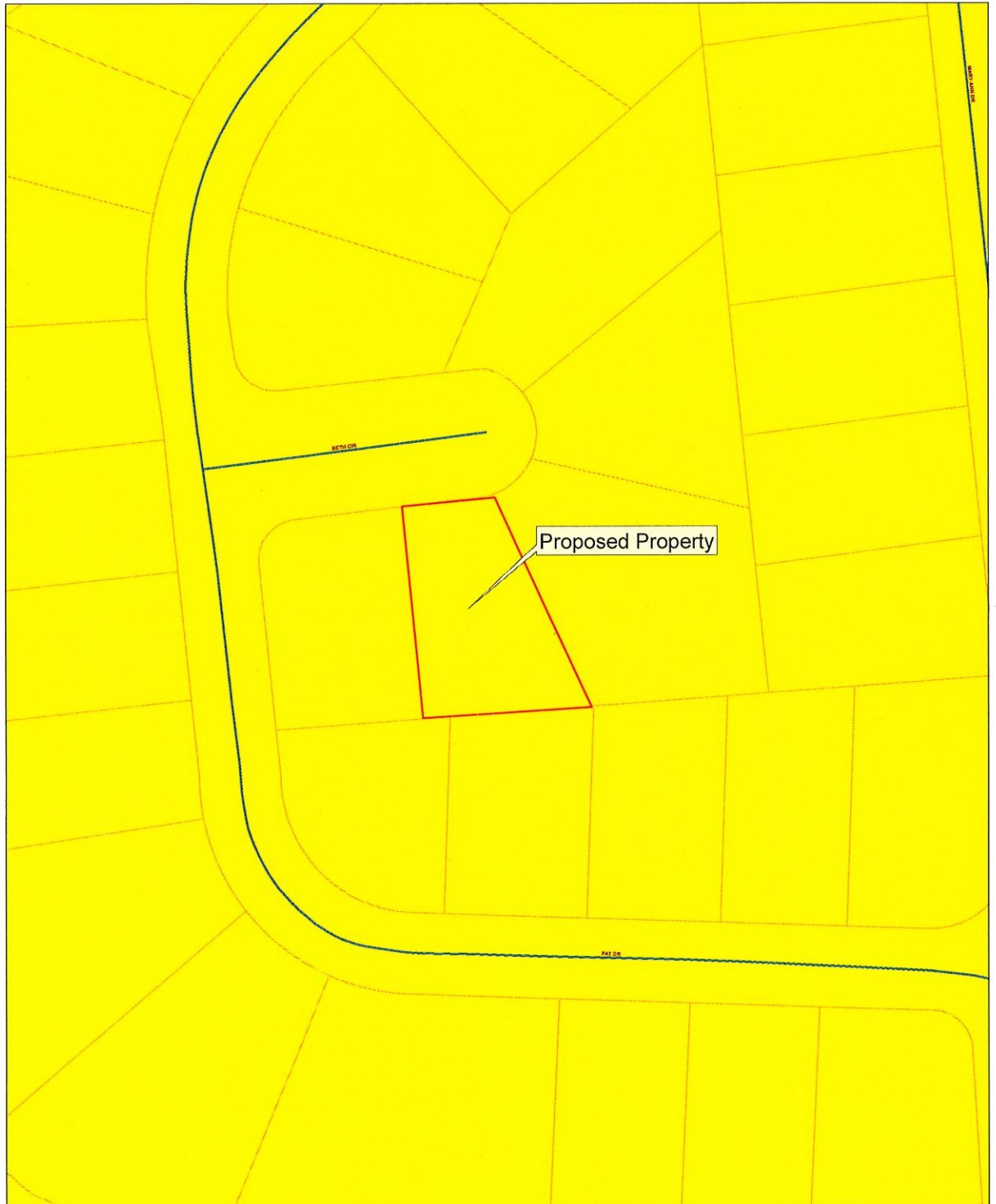
Legend

-  Gautier_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



Excerpt from December 3, 2020 Planning Commission Meeting:

The Planning Department has received a request from David Fulton for a four foot (4') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 1706 Beth Circle. (GPC Case No. 20-23-VAR)

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

REQUEST:

The Planning Department has received a request from David Fulton for a four foot (4') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1706 Beth Circle, PID #87110327.000. The application fee of \$175 was paid on October 15, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owner has added an accessory building to the side of his residence without obtaining the proper permit. The accessory building is located six feet (6') from the side property line. The required side setback is ten feet (10'). The applicant is seeking a Variance of four feet (4') to minimum side yard setback requirements.

DISCUSSION:

The property owner requests a variance to the minimum side yard setbacks in a R-1 Low Density Single-Family Residential District from ten feet (10') to six feet (6') to allow a storage shed that was built without a permit and does not meet side yard minimum requirements for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

The UDO defines **Setback** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

David Fulton stated that he hired a contractor to build the storage shed while he was out of town. The contractor told him that he would take care of permits and everything. Mr. Fulton was not aware that the storage shed was built without a permit or that it was too close to the property line until he went to get a permit to enclose his garage. It was at that time the inspector discovered the storage shed was too close to the property line and a permit had not been issued.

Commissioner Jamison asked when the storage shed was built and noted that the Carolina carport on the property also appeared to be too close to the property line.

Chairman Wooten asked the size of the storage shed.

Mr. Fulton stated the shed was 12' x 24' and that it was built in February 2018.

Mr. Ankerson advised that the existing Carolina carport had been there for years and was grandfathered in.

Commissioner Davis asked what kind of foundation the storage shed had to which **Mr. Fulton** replied that it was on concrete blocks.

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

ACTION TAKEN:

Commissioner Green made a motion to recommend Council approve the request as presented.

Chairman Wooten then made a motion to amend the original motion to add that approving the request would not alter the character of the neighborhood.

Commissioner Jamison seconded Chairman Wooten's motion and the following vote was recorded:

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

Motion passed.

Commissioner Ward then seconded the original motion as amended and the following vote was recorded:

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

Motion passed.

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting: December 15, 2020
Title: Consideration of a request for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 2404 Oxford Drive, Gautier, MS. (GPC #20-24-VAR)

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

Summary Explanation: Consideration of a request for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 2404 Oxford Drive, Gautier MS (PID #85105548.000) (GPC #20-24-VAR).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the homeowner of 2404 Oxford Drive, (PID# 85105548.000) has requested a variance to allow a twenty-two foot (22') front yard set-back that would allow an accessory structure to be located in front of the principal use in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential, and the accessory structure is currently located three feet (3') from the property line (required set back is twenty-five feet (25')); and

WHEREAS, the property owner requests a variance to the minimum front yard setbacks for accessory structures from twenty-five feet (25') to three feet (3') to allow a carport that was built without a permit and does not meet front yard minimum requirements for an accessory building; and

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

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

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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/4/2020
Subject: Consider a request for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 2404 Oxford Drive, (GPC #20-24-VAR)

REQUEST:

The Planning Department has received a request from Douglas and LaTonya Kimbrough for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 2404 Oxford Drive, PID #85105548.000. The application fee of \$175 was paid on October 22, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owners have added an accessory structure in front of their residence without obtaining the proper permit. Measurements made by the City Building Inspector show the accessory structure is located three feet (3') from the front property line. The required front setback is twenty-five feet (25'). The applicant is seeking a Variance of twenty-two feet (22') to minimum front yard setback requirements.

Measurements made by the Building Inspector show the carport to be 20' long and 24' wide and that it begins two feet (2') from the house. The house is located twenty-five feet (25') from the front property line.

DISCUSSION:

The property owners request a variance to the minimum front yard setbacks in a R-1 Low Density Single-Family Residential District from twenty-five feet (25') to three feet (3') to allow a carport that was built without a permit and does not meet front yard minimum requirements for an accessory building.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

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

exception is sought; and

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

The UDO defines Setback as:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the request because the carport is conducive with the area and that it was nicely built and matched the house.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 12.3.20 (GPC 20-24-VAR)
2. GPC Complete Packet 20-24-VAR

Gautier Planning Commission

Regular Meeting Agenda

December 3, 2020

GPC #20-24-VAR

2404 Oxford Drive

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A TWENTY-TWO FOOT (22') VARIANCE TO FRONT YARD SET-BACK REQUIREMENTS FOR AN ACCESSORY BUILDING IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 2404 OXFORD DRIVE, (GPC #20-24-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 18, 2020

Subject: Consider a request for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 2404 Oxford Drive, (GPC #20-24-VAR)

REQUEST:

The Planning Department has received a request from Douglas and LaTonya Kimbrough for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 2404 Oxford Drive, PID #85105548.000. The application fee of \$175 was paid on October 22, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owners have added an accessory structure in front of their residence without obtaining the proper permit. Measurements made by the City Building Inspector show the accessory structure is located three feet (3') from the front property line. The required front setback is twenty-five feet (25'). The applicant is seeking a Variance of twenty-two feet (22') to minimum front yard setback requirements.

Measurements made by the Building Inspector show the carport to be 20' long and 24' wide and that it begins two feet (2') from the house. The house is located twenty-five feet (25') from the front property line.

DISCUSSION:

The property owners request a variance to the minimum front yard setbacks in a R-1 Low Density Single-Family Residential District from twenty-five feet (25') to three feet (3') to allow a carport that was built without a permit and does not meet front yard minimum requirements for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

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

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

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

UDO SECTION 4.18: Variance

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

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

4.18.2 Application for Variance

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

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

- A. 30% of required off-street parking spaces and/or
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4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

GDC 20-24-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	_____	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Douglas Latonya Kimbrough

Name of Business: _____ Phone: 228-249-4122

Property Address: 2404 Oxford Dr. Mailing Address (if Different): _____ PID # 85105548.000

E-Mail Address: latonya.kimbrough@gmail.com

Reason for request, location and intended use of Property: Carport added to property to protect vehicles from weather and shelter from the rain.

ATTACHMENTS REQUIRED AS APPLICABLE: Need Variance

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

Signature of Applicant: Latonya Kimbrough Date of Application: 10-22-20

FOR OFFICE USE ONLY

Date Received 10/22/20 Verify as Complete BR

Fee Amount Received 175.00 Initials of Employee Receiving Application BR

I live at 2484 Oxford Drive
in Gauthier Ms. 39553. In December
my husband and I had a
12 x 24 Carport placed in our
yard to protect our vehicles from
the weather and as shelter from
the rain when transporting my
grandsons. We had no idea that
we needed a permit or anything
to have this placed on our property.
We paid around \$ 3,000 ⁰⁰ to have
it installed and we really
don't want to have to destroy
it. We are asking for a little
understanding and forgiveness for
us not knowing how to
go about getting this done.

Latoya
Kirkman



11'9" x 19'1"

Feet from
Driveway
12'

16' x 6"

Feet from
Garport to
edge Driveway

13' x 6"

Feet from
Property line
2' of drop

104

21055100



Feet from
carport to
property line
of 2000

40'

85105548.000 KIMBROUGH DOUGLAS &

PIDN: 85105548.000

GISP: 871.01-02-0026.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: KIMBROUGH DOUGLAS &

Name 2: LAYTONYA B

Mailing Address: 2404 OXFORD DRIVE

GAUTIER MS

39553

Site Address: 2404 OXFORD DR GAUTIER

Land Information

Section: 01 Acreage: .00

Township: 8S

Range: 7W

Street Name OXFORD
DR

Value and Tax Information

Total Assessed Value: 2711

Total Appraised Value: 27110

Improvement Value: 22720

Land Value: 4390

Tax Amount: 283

SQ FT: 1067 Year Built: 1969

Legal Description

Description: LOT 47 COLLEGE PARK S/D
SEC 12/13-8-7 DB 1169-348
DB 1196-464 (26 Map871.01-02)

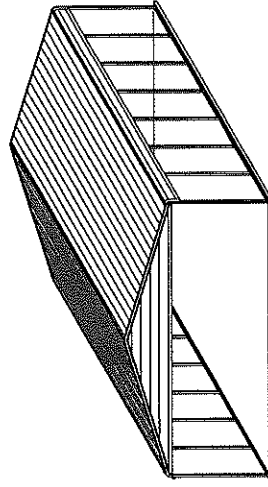
Deed Book / Page: 1169 / 348

85105548.000 KIMBROUGH DOUGLAS &

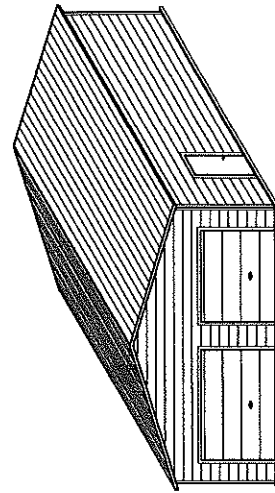


STANDARD CARPORT DETAILS 12 ft to 24 ft SPA

NOTE: USE $\odot 2\frac{1}{2}" \times 2\frac{1}{2}" \times 14$ Ga.
 $\bigcirc 2\frac{1}{2}" \times 2\frac{1}{2}" \times 12$ Ga.
 STEEL TUBE FOR ALL FRAME AND BASE
 RAIL MEMBERS UNLESS OTHERWISE SHOWN.



ISOMETRIC



ISOMETRIC

CONCRETE FOUNDATION DESIGN RECOMMENDATIONS:

TABLE 1 BOW/RAFTER FRAME, END POST, GROUND ANCHOR AND PANEL FASTENER SPACING SPECIFICATIONS						
WIND EXPOSURE CATEGORY	ULTIMATE WIND SPEED (MPH)	NOMINAL WIND SPEED (MPH)	MAXIMUM GROUND SNOW LOAD (PSF)	MAXIMUM POST/RAFTER SPACING (FEET)	AVERAGE FASTENER SPACING ON--CENTERS ALONG RAFTERS OR PURLINS, AND POSTS OR GIRTS (INCHES)	
					METAL PANELS	SPACING
B OR C	105 TO 140	85 TO 112	35	5.0	29 Gauge	8
			65	4.0		
NOTES: 1. Specifications applicable to 29 gauge metal panels fastened directly to 12 or 14 gauge steel tube bow frames. 2. Fasteners consist of #12 x $\frac{3}{4}$ " self-drilling screws with control seal washers. 3. Specifications applicable only for mean roof height of 24 feet or less and roof slopes of 7 to 27 degrees (1.5:12 to 6:12 pitch). Spacing requirements for other roof heights and/or slopes may vary.						

TABLE 1 (HIGH WIND REGION) BOW/RAFTER FRAME, END POST, GROUND ANCHOR AND PANEL FASTENER SPACING SPECIFICATIONS						
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					METAL PANELS	SPACING
B OR C	141 TO 150	113 TO 121	30	5.0	29 Gauge	8
B, C OR D	151 TO 170	122 TO 136	20	4.0	26 Gauge	6
NOTES: 1. Specifications applicable to 29 gauge and 26 gauge metal panels fastened directly to 12 or 14 gauge steel tube bow frames. 2. Fasteners consist of #12 x $\frac{3}{4}$ " self-drilling screws with control seal washer. 3. Specifications applicable only for mean roof height of 24 feet or less and roof slopes of 7 to 27 degrees (1.5:12 to 6:12 pitch). Spacing requirements for other roof heights and/or slopes may vary.						

GENERAL NOTES:

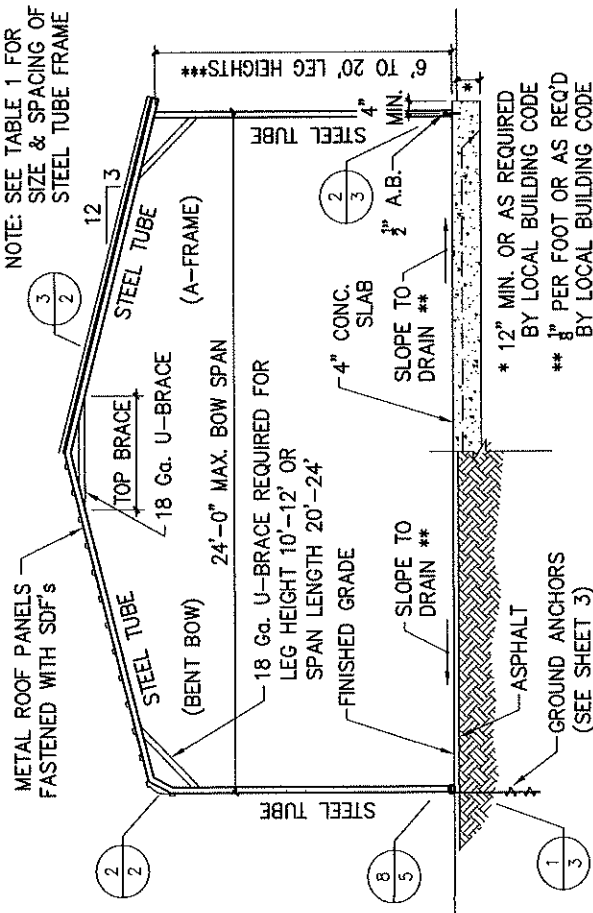
THESE PLANS PERTAIN ONLY TO THE STRUCTURE, INCLUDING MAIN WIND FORCE RESISTING SYSTEM (MWFRS), COMPONENTS AND CLADDING, AND BASE RAIL ANCHORAGE. OTHER DESIGN ISSUES, INCLUDING, BUT NOT LIMITED TO, PLUMBING, ELECTRICAL, INGRESS/EGRESS, PROPERTY SET-BACKS, OR OTHER LOCAL ZONING REQUIREMENTS ARE THE RESPONSIBILITY OF OTHERS.

THESE STRUCTURES ARE DESIGNED AS UTILITY/STORAGE BUILDINGS CAPABLE OF SUPPORTING THE DEAD LOAD OF THE STRUCTURE AND APPLICABLE LIVE AND WIND LOADS. IMPROVEMENTS NOT SPECIFICALLY ADDRESSED HEREIN, WHICH EXERT ADDITIONAL LOADS ON THE STRUCTURE SHALL BE AT THE OWNER'S RISK. CAROLINA CARPORTS SHALL NOT BE RESPONSIBLE FOR STRUCTURAL DAMAGE OR FAILURE DUE TO THE APPLICATION OF ADDITIONAL LOADS.

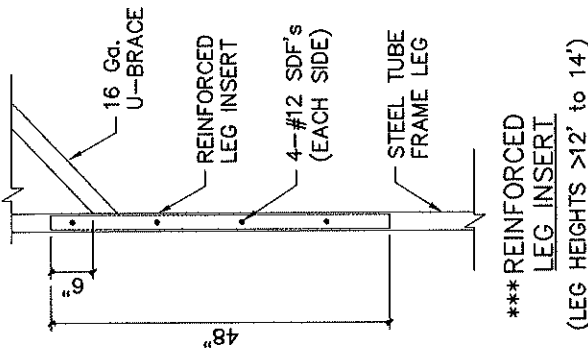
ALL STEEL TUBING SHALL BE 55 KSI STEEL OR BETTER. ALL METAL PANELS SHALL BE 80 KSI STEEL OR BETTER.

TOP BRACE LENGTH: USE 2'-0" FOR 12' TO 18' SPANS
USE 4'-0" FOR 20' SPAN
USE 6'-0" FOR 22' TO 24' SPANS

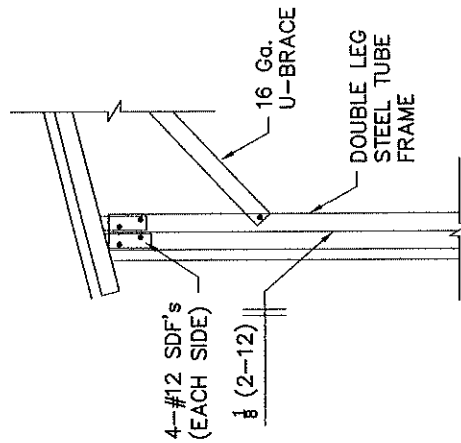
NOTE: SEE TABLE 1 FOR
SIZE & SPACING OF
STEEL TUBE FRAME



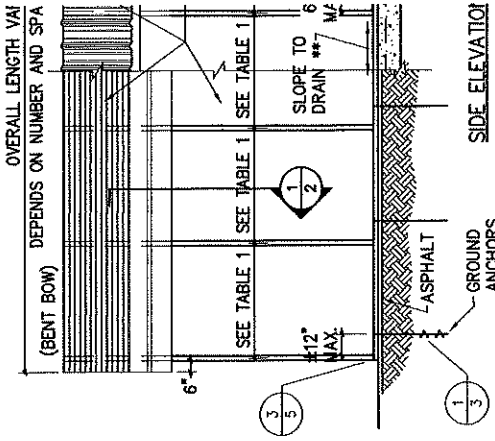
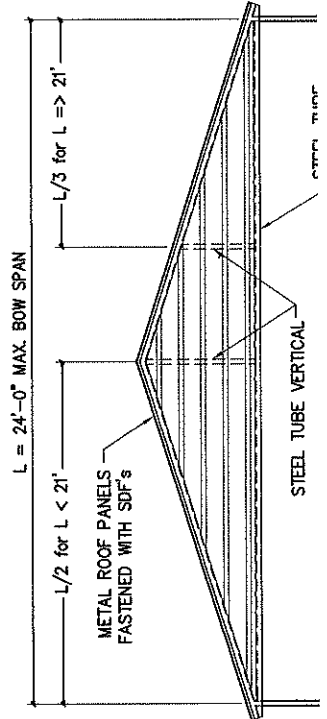
(1) TYPICAL BOW SECTION



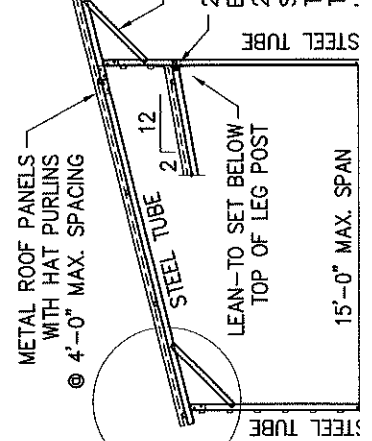
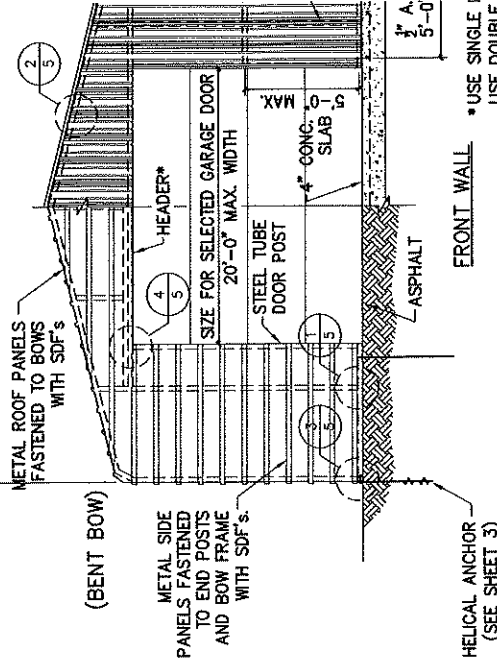
*** REINFORCED
LEG INSERT
(LEG HEIGHTS >12' to 14')



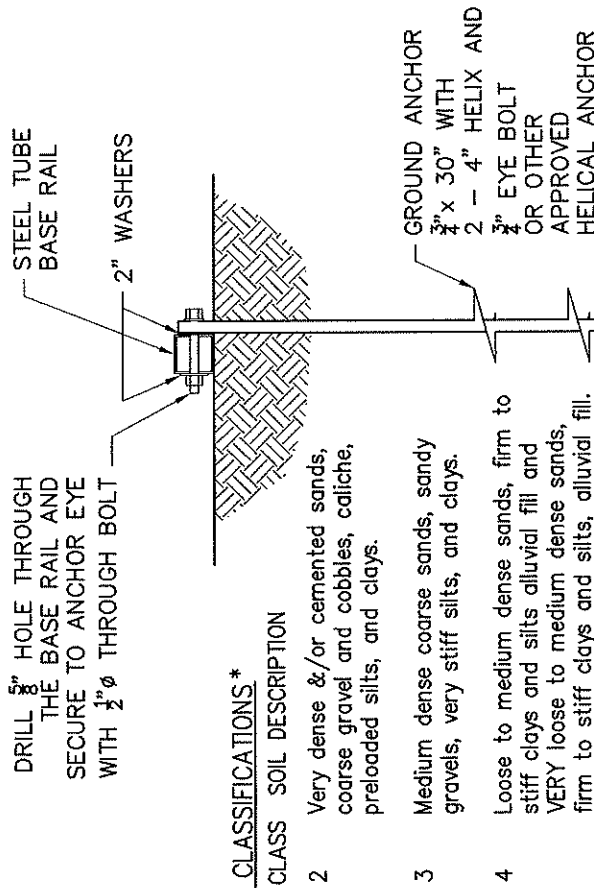
*** DOUBLE LEG
(LEG HEIGHTS >12' to 16')



EQ. SPACES @ 4'-0" or 5'-0" MAX. (SEE TABLE 1)



BENT BOW
OPTION



SOIL CLASSIFICATIONS *

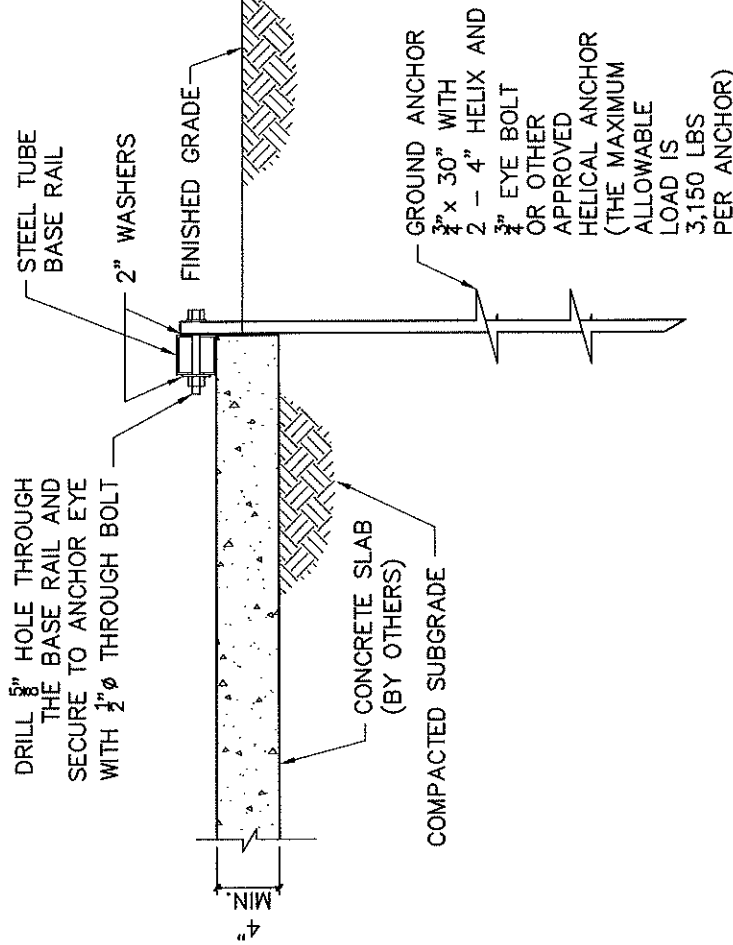
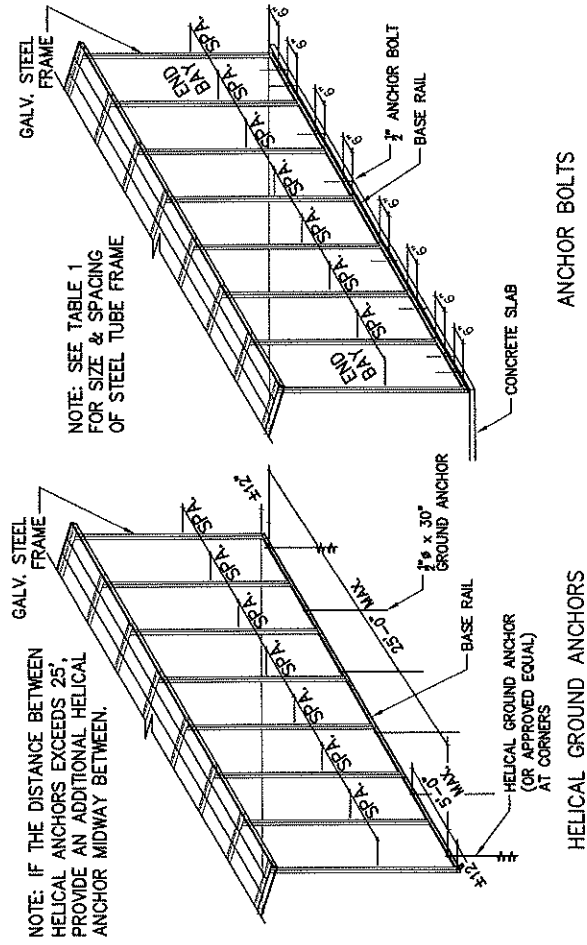
SOIL CLASS SOIL DESCRIPTION

- 2 Very dense &/or cemented sands, coarse gravel and cobbles, caliche, preloaded silts, and clays.
- 3 Medium dense coarse sands, sandy gravels, very stiff silts, and clays.
- 4 Loose to medium dense sands, firm to stiff clays and silts alluvial fill and VERY loose to medium dense sands, firm to stiff clays and silts, alluvial fill.

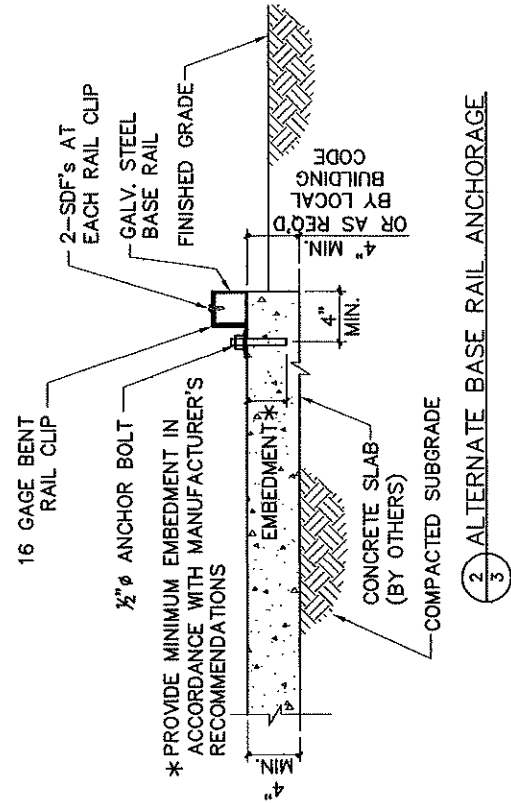
THE HELICAL ANCHOR SHALL BE APPROVED FOR USE IN SOIL CLASSIFICATIONS 2, 3, AND 4.

* Taken from HUD "Standard for Installation of Mobile Homes"

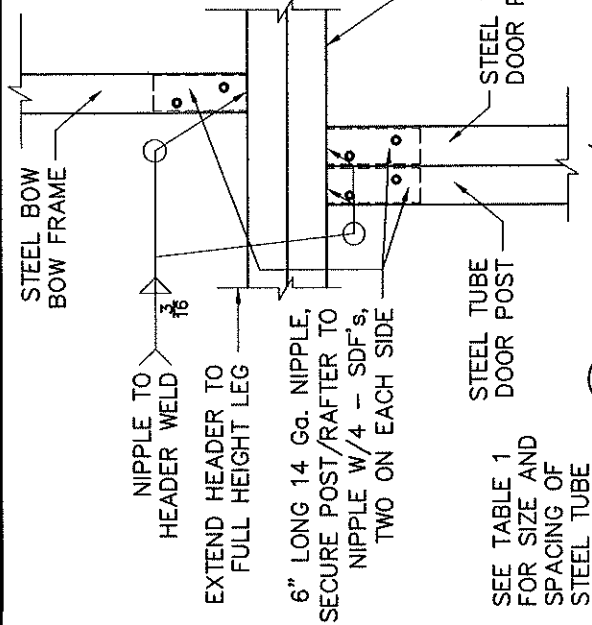
1 SOIL BASE RAIL ANCHOR DETAIL



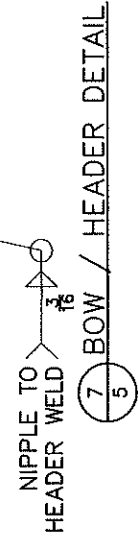
2 ALTERNATE BASE RAIL ANCHORAGE



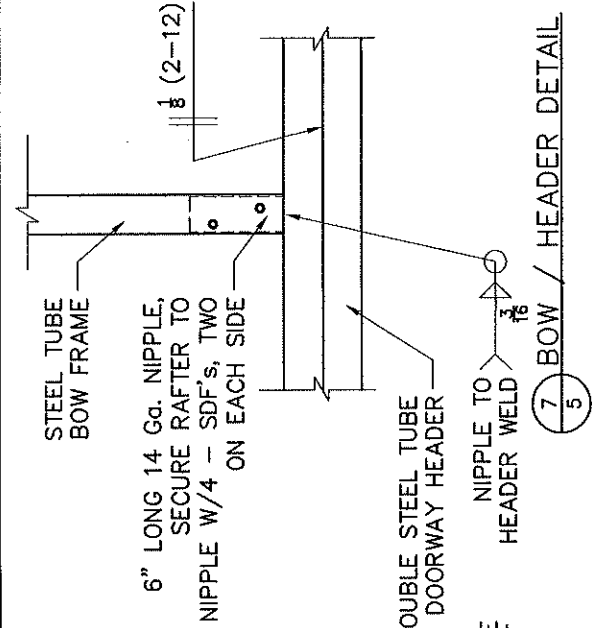
2 ALTERNATE BASE RAIL ANCHORAGE



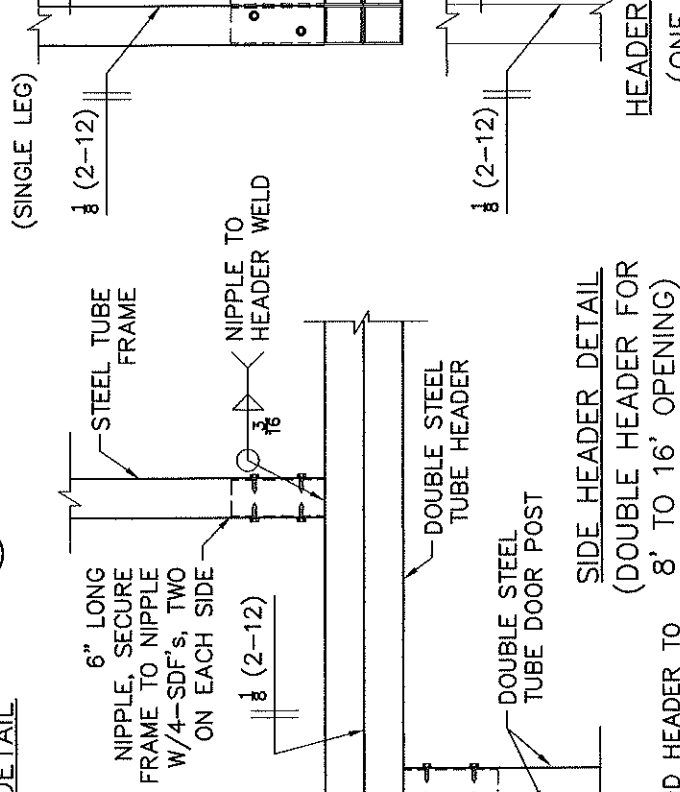
5 BOW FRAME/HEADER DETAIL



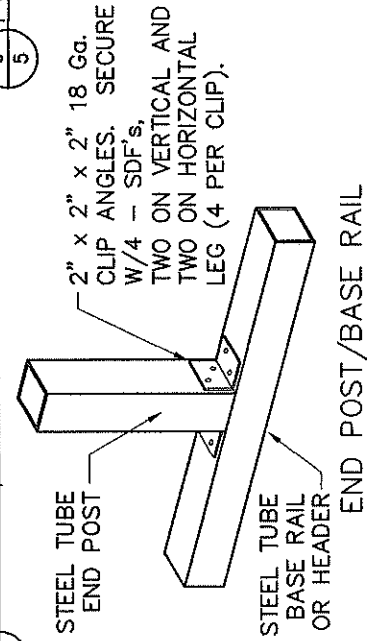
SEE TABLE 1 FOR SIZE AND SPACING OF STEEL TUBE FRAME.



8 BOW/BASE RAIL CONNECTION DET.



5 SIDE HEADER DETAIL (DOUBLE HEADER FOR 8' TO 16' OPENING)



STEEL BOW R.

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

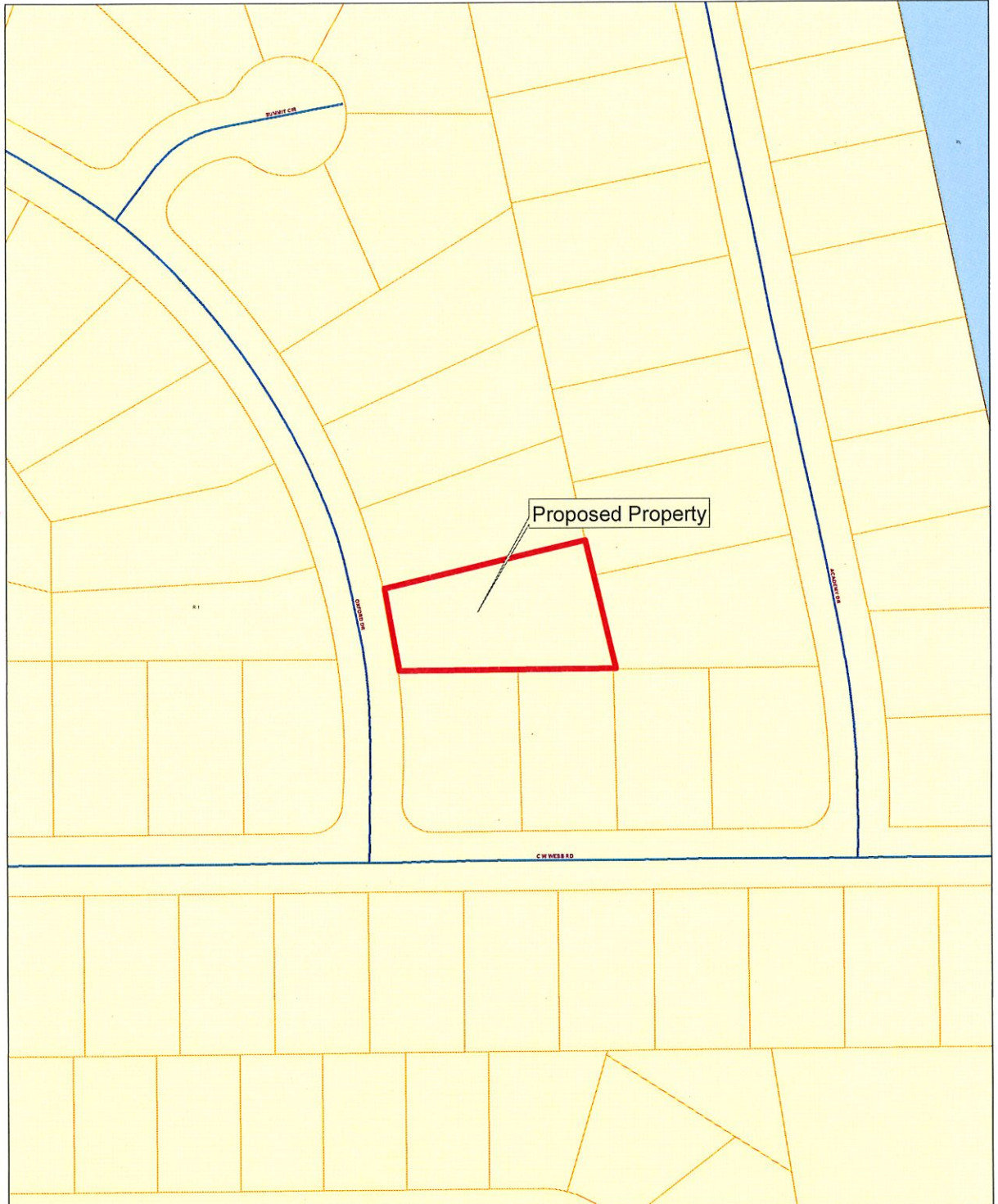


EXHIBIT C

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

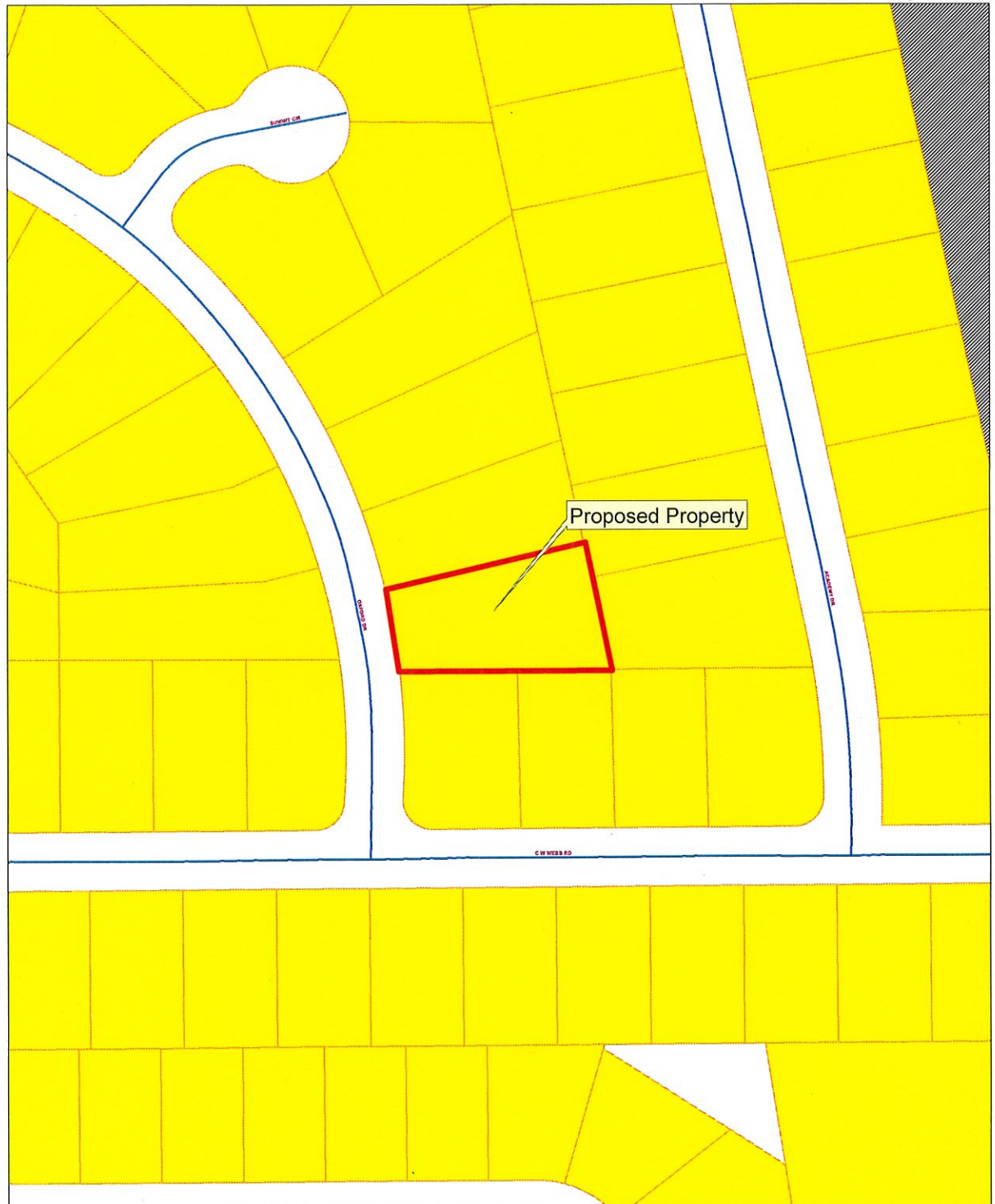


EXHIBIT D

FUTURE LAND USE MAP

Prepared by:
City of Gautier
Planning Department

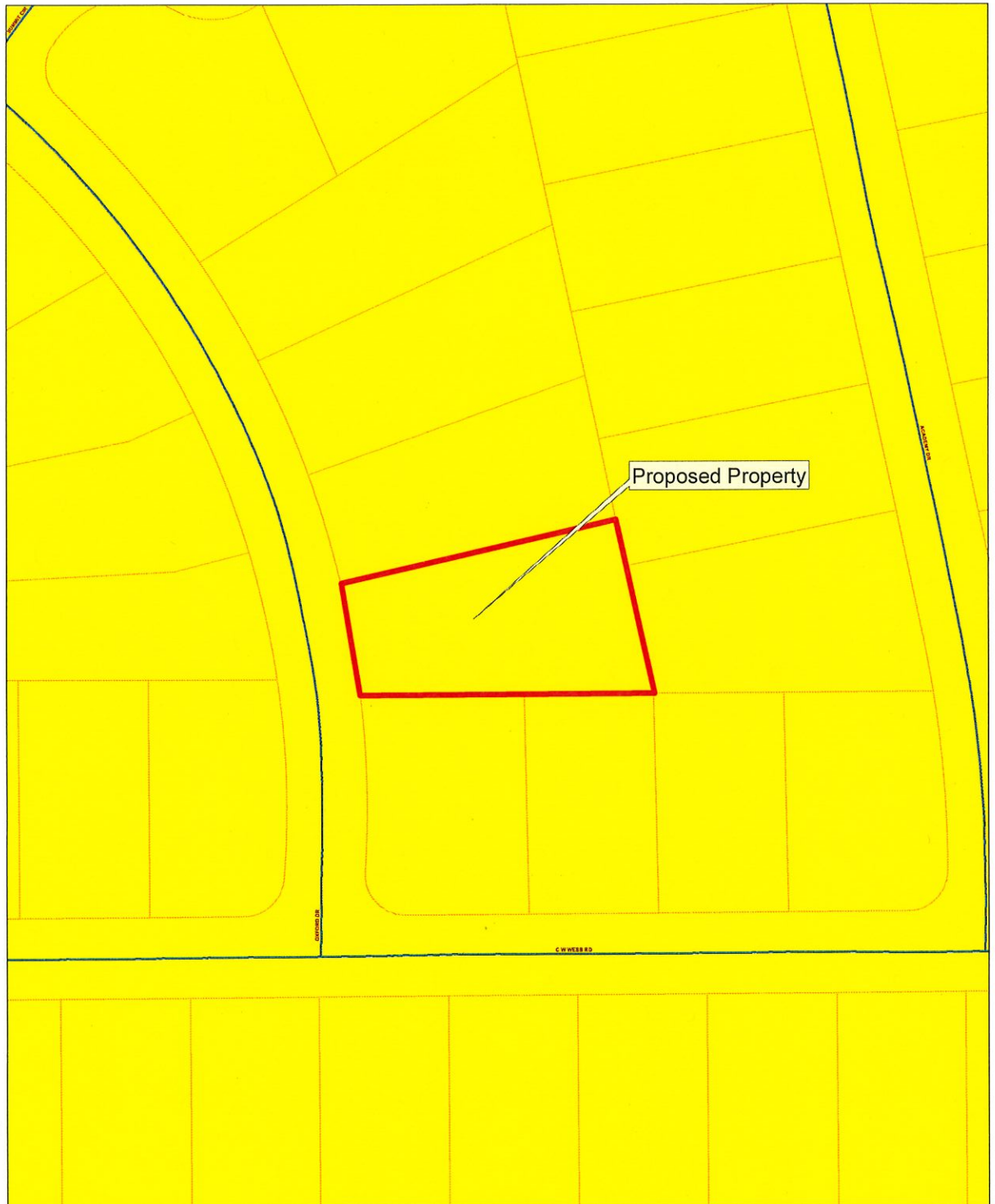
Legend

- Gautier_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



Excerpt from December 3, 2020 Planning Commission Meeting:

The Planning Department has received a request from Douglas and LaTonya Kimbrough for a twenty-two foot (22') variance to front yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 2404 Oxford Drive. (GPC Case No. 20-24-VAR)

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

REQUEST:

The Planning Department has received a request from Douglas and LaTonya Kimbrough for a twenty two foot (22') variance to front yard set-back requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 2404 Oxford Drive, PID #85105548.000. The application fee of \$175 was paid on October 22, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The property owners have added an accessory structure in front of their residence without obtaining the proper permit. Measurements made by the City Building Inspector show the accessory structure is located three feet (3') from the front property line. The required front setback is twenty-five feet (25'). The applicant is seeking a Variance of twenty-two feet (22') to minimum front yard setback requirements.

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- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
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UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

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

The Planning Commission may:

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

Chairman Wooten asked the applicants when the carport was built.

Mr. Kimbrough advised that it was built in February of last year.

Commissioner Jamison noted that the carport was conducive to the area.

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

ACTION TAKEN:

Commissioner Jamison made a motion to recommend Council approve the request because the carport was conducive with the area and that it was nicely built and matched the house.

Chairman Wooten seconded the motion and the following vote was recorded:

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

Motion passed.

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:
Title:

**December 15, 2020
Approval of the Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RETAIL STRATEGIES LLC	210353	12/01/2020	11/07/2020			1,222.00	
	Account Number 001-021-688	Description		Invoice #	Date	P.O.	Amount	
		CONSULTING SERVICES		401-3B	12/19/2020			1,222.00
001	SPARKLIGHT	210436	12/01/2020	11/16/2020			72.64	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NOV 2020 SUBSTN: #107718827		11012020	11/08/2020			72.64
001	SPARKLIGHT	210437	12/01/2020	11/16/2020			54.33	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NOV CABLE BOX: #118476316		11012020	11/08/2020			54.33
001	SPARKLIGHT	210438	12/01/2020	11/16/2020			178.72	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NOV 2020: #107718371		11012020	11/08/2020			178.72
001	DELTA SANITATION OF MS LLC	210441	12/01/2020	11/16/2020			35.00	
	Account Number 001-170-698	Description		Invoice #	Date	P.O.	Amount	
		FRAZIER PORT O LET		0001120743	10/31/2020			35.00
001	MSC 7511	210443	12/01/2020	11/16/2020			470.88	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		FFO200-01 RENTAL FEE		INV3933348	11/05/2020			470.88
001	FUELMAN	210445	12/01/2020	11/16/2020			1,775.31	
	Account Number 001-090-525	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP59154147	11/16/2020			22.81
	001-161-525	UNL & DSL FUEL		NP59154147	11/16/2020			1,338.29
	001-170-525	UNL & DSL FUEL		NP59154147	11/16/2020			232.28
	001-205-525	UNL FUEL		NP59154147	11/16/2020			144.20
		UNL FUEL		NP59154147	11/16/2020			37.73
001	M & E FEED & SEED	210448	12/01/2020	11/16/2020			85.98	
	Account Number 001-100-514	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5452	08/28/2020			42.99
		DOG FOOD		5460	09/22/2020			42.99
001	ADVANCE AUTO PARTS	210449	12/01/2020	11/16/2020			26.83	
	Account Number 001-161-559	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	4PK C BATTERIES		6102	10/18/2020			10.11
		6' CABLE CHARGER		6427	10/26/2020			16.72
001	MS RECREATION & PARK ASSOCIATION	210467	12/01/2020	11/19/2020			65.00	
	Account Number 001-170-682	Description		Invoice #	Date	P.O.	Amount	
		MEMBERSHIP DUES: BILBO, C		3378	11/17/2020			65.00
001	PAUL PHILLIPS & ASSOCIATES INC	210468	12/01/2020	11/19/2020			590.00	
	Account Number 001-100-681	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	LEADERSHIP TRNG: SELOVER, D		20166	11/16/2020			295.00
		LEADERSHIP TRNG: BOND, L		20166	11/16/2020			295.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICES INC	210470	12/01/2020	11/19/2020			1,606.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	SIGNAL REPRS: ZETA DAMAGE		3158	11/16/2020			1,606.00
001	SHERRY FARABEE, CUSTODIAN PETTY CASH	210475	12/01/2020	11/19/2020			117.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-525	69.3 GAL DIESEL: WFD GENERATOR		0302020	10/30/2020			117.80
001	GLOBALSTAR	210476	12/01/2020	11/20/2020			88.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0008158795	11/16/2020			88.99
001	C SPIRE WIRELESS	210482	12/01/2020	11/23/2020			512.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	10/12/2020			512.33
001	FUELMAN	210488	12/01/2020	11/23/2020			1,947.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59183222	11/23/2020			47.41
	001-100-525	UNL FUEL		NP59183222	11/23/2020			1,435.60
	001-161-525	UNL & DSL FUEL		NP59183222	11/23/2020			336.87
	001-170-525	UNL FUEL		NP59183222	11/23/2020			106.03
	001-205-525	UNL FUEL		NP59183222	11/23/2020			21.69
001	ACTION PRINTING CENTER INC	210501	12/01/2020	11/23/2020			897.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	#10 ENVELOPES (1000): PLANNING		100319	11/09/2020	210094		94.04
	001-010-620	TRI COLOR RECEIPT PAPER (9000)		100337	11/17/2020	210139		803.76
001	PASCAGOULA SHEET METAL WORKS INC	210502	12/01/2020	11/23/2020			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-560	WHITE ALUMINUM FLASHING		12910	11/10/2020	210144		650.00
001	GULF COAST BUSINESS SUPPLY CO	210504	12/01/2020	11/23/2020			759.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	MF PAPER TOWELS 12/CT (8)		216159	11/03/2020	210102		127.76
	001-161-510	CLEANER PINE GALLON (8)		216159	11/03/2020	210102		47.92
	001-161-510	BLEACH 128OZ 6/CS (4)		216159	11/03/2020	210102		63.96
	001-161-510	BATHROOM TISSUE 96/CT (4)		216159	11/03/2020	210102		131.96
	001-161-510	COMET CLEANSER (16)		216159	11/03/2020	210102		31.68
	001-161-510	LYSOL DISINFECTANT (8)		216159	11/03/2020	210102		37.68
	001-161-510	CAN LINER 43X47 100/CS (4)		216159	11/03/2020	210102		91.24
	001-161-510	DISH DETERGENT 8/CT (2)		216159	11/03/2020	210102		87.98
	001-161-510	CLEANER WINDEX 32OZ (8)		216159	11/03/2020	210102		59.12
	001-161-510	DISINFECTANT CLEANER 12QT (24)		216159.1	11/05/2020			79.92
001	MS PRISON INDUSTRIES	210505	12/01/2020	11/23/2020			121.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	LYSOL WIPES 80CT 6/CS (2)		120144	11/13/2020	210110		106.00
	001-092-510	SHIPPING		120144	11/13/2020	210110		15.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF HYDRAULICS & PNEUMATICS INC	210506	12/01/2020	11/23/2020			189.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CYLINDER REPAIR KIT		174045	11/13/2020	210151		39.03
	001-170-639	SHOP LABOR		174045	11/13/2020	210151		150.00
001	PRECISION DELTA CORPORATION	210507	12/01/2020	11/23/2020			1,259.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	.223 REM 55 GR 1000 RD (4)		18015	11/12/2020	200850		1,259.28
001	MS TROPHY LLC	210508	12/01/2020	11/23/2020			68.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAME-SERVING BAR: PAETOW, FRED		14243	11/04/2020	210084		34.20
	001-100-535	NAME-SERVING BAR:MCGHEE, JAMES		14242	11/04/2020	210018		34.20
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	210509	12/01/2020	11/23/2020			27.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	2X10 WOOD GRAIN PLATE (3)		205645	11/18/2020	210161		27.00
001	SUN HERALD	210510	12/01/2020	11/23/2020			211.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID: OST WW SYSTEM UPGRADES		104786836	10/21/2020	210067		211.78
001	SECURE NETWORKS LLC	210512	12/01/2020	11/23/2020			3,733.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	DELL OPTIPLEX 5080 SFF (2)		4373	11/13/2020	210093		2,780.00
	001-100-799	MS HOME AND BUSINESS 2019 (2)		4373	11/13/2020	210093		530.00
	001-100-799	DELL 27IN WS MONITOR (2)		4373	11/13/2020	210093		398.00
	001-100-799	SHIPPING		4373	11/13/2020	210093		25.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	210513	12/01/2020	11/23/2020			932.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-500	HP 64X HY BLACK TONER 2PK		3461339145	11/06/2020	210137		478.32
	001-010-500	CS 8.5X11 COPY PAPER (6)		3461339145	11/06/2020	210137		239.94
	001-010-500	2021 WALL CALENDAR 24X36 (2)		3461339145	11/06/2020	210137		26.74
	001-010-500	FINE POINT SHARPIE 12PK		3461339145	11/06/2020	210137		5.48
	001-010-500	PEN RETRACTABLE BLACK 12PK		3461339145	11/06/2020	210137		10.99
	001-010-500	PEN RETRACTABLE RED 12PK		3461339145	11/06/2020	210137		10.99
	001-010-500	2021 MONTHLY PLANNER		3461339145	11/06/2020	210137		8.81
	001-010-500	STICKY NOTES 3X3 12PK		3461339145	11/06/2020	210137		2.06
	001-010-500	COUNTERFEIT PEN		3461339145	11/06/2020	210137		5.72
	001-010-500	HP05A BLACK TONER 2PK		3461466847	11/07/2020	210137		143.08
001	THE GULF COMPANIES INC	210515	12/01/2020	11/23/2020			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD TRASH BAGS 100CS (5)		0931174-IN	11/09/2020	210108		125.00
001	ENGEL ELECTRIC LLC	210516	12/01/2020	11/23/2020			5,981.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	CNTRL BOX HWY 90 BRIDGE:LABOR		210064	11/12/2020	210064		5,981.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COAST CONCRETE CO INC	210519	12/01/2020	11/23/2020			984.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	8 YDS 3000 PSI		155435	11/13/2020	210148		944.00
	001-201-576	MICROFIBER BAG (8)		155435	11/13/2020	210148		40.00
001	K AND K JANITORIAL SERVICE	210520	12/01/2020	11/23/2020			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	STRIP-WAX FLOORS: NFD		32	11/11/2020	210068		150.00
	001-161-635	STRIP-WAX FLOORS: SFD		32	11/11/2020	210068		150.00
	001-161-635	STRIP-WAX FLOORS: CFD		32	11/11/2020	210068		150.00
001	INSITE SOLUTIONS LLC	210521	12/01/2020	11/23/2020			4,031.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	TRAFFIC RUMBLE STRIPS 4X96 (5)		0145463-IN	11/09/2020	210115		3,832.65
	001-201-576	FREIGHT		0145463-IN	11/09/2020	210115		198.41
001	ECONOMY BOOTS SALES & SERVICE	210522	12/01/2020	11/23/2020			279.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	KS ROMEO DUTY BOOTS: FORD, J		10123	11/11/2020	210152		139.99
	001-161-535	KS ROMEO DUTY BOOTS: WELLS, J		10102	11/11/2020	210149		139.99
001	AUDIOWAVE INC	210523	12/01/2020	11/23/2020			4,635.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	PUSH BUMPER INSTL (3)		A51435	11/16/2020	200849		450.00
	001-100-699	CENTER CONSOLE INSTL (3)		A51435	11/16/2020	200849		300.00
	001-100-699	BLUE 4 LED INSTL (24)		A51435	11/16/2020	200849		1,440.00
	001-100-699	SIREN CONTROLLER (3)		A51435	11/16/2020	200849		450.00
	001-100-699	LIGHT BAR INSTL (3)		A51435	11/16/2020	200849		750.00
	001-100-699	SHOP SUPPLIES (3)		A51435	11/16/2020	200849		195.00
	001-100-699	LABOR:U #12557, #12558, #1259		A51435	11/16/2020	200849		1,050.00
001	SBM REPORTING LLC	210540	12/01/2020	11/24/2020			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	11/05/20 PLANNING MTG		MB1160	11/12/2020			175.00
001	SECURE NETWORKS LLC	210541	12/01/2020	11/24/2020			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	DELL OPTIPLEX 390 POWER SUPPLY		4375	11/18/2020			100.00
	001-100-559	SHIPPING		4375	11/18/2020			10.00
FUND TOTAL	1 Claims	to	Checks	36 Total	34,469.25 Manual	Held	Total	34,469.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	MID SOUTH UNIFORM & SUPPLY INC	210503	12/01/2020	11/23/2020			1,658.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	SBA SAC CARRIER: ALEXANDER	610745	11/04/2020	200947		150.00	
	156-100-799	BACK PATCH LEGACY POLICE (2)	610745	11/04/2020	200947		10.60	
	156-100-799	ADD VELCRO BACK-POL FLAP (2)	610745	11/04/2020	200947		4.00	
	156-100-799	ADD VELCRO-SIDES (2)	610745	11/04/2020	200947		4.00	
	156-100-799	ADD VELCRO-BADGE LF CHEST (2)	610745	11/04/2020	200947		4.00	
	156-100-799	STANDARD HANDCUFF CASE (2)	610745	11/04/2020	200947		39.90	
	156-100-799	DOUBLE MAG CASE GLK9/40 (2)	610745	11/04/2020	200947		59.90	
	156-100-799	SBA SAC CARRIER: ADKISSON	611168	11/18/2020	200822		150.00	
	156-100-799	SBA SAC CARRIER: THOMAS	611168	11/18/2020	200822		150.00	
	156-100-799	SBA SAC CARRIER: FORREST	611168	11/18/2020	200822		150.00	
	156-100-799	ADD VELCRO EMBLEMS-PATCH (3)	611168	11/18/2020	200822		6.00	
	156-100-799	ADD VELCRO EMBLEMS-BADGE (3)	611168	11/18/2020	200822		6.00	
	156-100-799	ADD VELCRO EMBLEMS-SIDES (3)	611168	11/18/2020	200822		6.00	
	156-100-799	STANDARD HANDCUFF CASE (3)	611168	11/18/2020	200822		59.85	
	156-100-799	DOUBLE MAG CASE GLK9/40 (3)	611168	11/18/2020	200822		89.85	
	156-100-799	SBA ARMOR SX02 LVL 2: THOMAS	611168	11/18/2020	200822		636.00	
	156-100-799	SBA M1 CONCEAL CARRIER:THOMAS	611168	11/18/2020	200822		79.50	
	156-100-799	SOFT TRAUMA PLATE 5X8: THOMAS	611168	11/18/2020	200822		18.55	
	156-100-799	NAME TAPE HOOK: THOMAS	611168	11/18/2020	200822		6.00	
	156-100-799	NAME TAPE HOOK: FORREST	611168	11/18/2020	200822		6.00	
	156-100-799	NAME TAPE HOOK: ADKISSON	611168	11/18/2020	200822		6.00	
	156-100-799	BACK PATCH LEGACY POLICE (3)	611168	11/18/2020	200822		15.90	
156	AUDIOWAVE INC	210524	12/01/2020	11/23/2020			2,180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	INSTL WATCH GUARD EQUIP:U #9	A52520	11/02/2020	200996		450.00	
	156-100-799	INSTL WATCH GUARD EQUIP:U #10	A52520	11/02/2020	200996		450.00	
	156-100-799	INSTL WATCH GUARD EQUIP:U #11	A52520	11/02/2020	200996		450.00	
	156-100-799	SHOP SUPPLIES	A52520	11/02/2020	200996		50.00	
	156-100-799	INSTL NEW CAGE: U #11	A52520	11/02/2020	200996		615.00	
	156-100-799	SHIPPING/HANDLING: NEW CAGE	A52520	11/02/2020	200996		165.00	
FUND TOTAL 156 Claims	to	Checks	2 Total	3,838.05 Manual		Held	Total	3,838.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MPI GO BOND S2019 CONSTRUCTION FUND	210464	12/01/2020	11/19/2020			9,839.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-000-104	TR TIDELANDS REIM: FUND 308	REQ 8	11/12/2020			4,800.00	
	171-000-104	TR TIDELANDS REIM: FUND 308	REQ 9	11/12/2020			5,039.05	
171	REYNOLDS WHOLESALE CO	210500	12/01/2020	11/23/2020			381.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	JUMBO TISSUE DISPENSER (6)	67824	11/09/2020	210143		137.70	
	171-176-779	8" ROLL TOWEL DISPENSER (4)	67824	11/09/2020	210143		180.00	
	171-176-779	SOAP DISPENSER (4)	67824	11/09/2020	210143		63.80	
171	CODY D DICKERSON	210517	12/01/2020	11/23/2020			4,900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	INSTL FASCIA BOARD: LABOR	11232020	11/23/2020	210044		1,380.00	
	171-176-779	INSTL 26 GA METAL ROOF: LABOR	11232020	11/23/2020	210044		2,390.00	
	171-176-779	SET-UP/BREAK-DOWN/BARRICADE	11232020	11/23/2020	210044		1,130.00	
171	MPI GO BOND S2019 CONSTRUCTION FUND	210525	12/01/2020	11/23/2020			215,551.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-000-104	TR TLANDS CONST REIM: F 308	REQ 1	11/23/2020			88,553.39	
	171-000-104	TR TLANDS CONST REIM: F 308	REQ 2	11/23/2020			126,998.47	
FUND TOTAL 171 Claims	to	Checks	4 Total	230,672.41	Manual	Held	Total	230,672.41

Docket of Claims
Release date from 12/01/2020 thru 12/01/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	210526	12/01/2020	11/23/2020			1,652.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2020	11/23/2020			1,652.39
FUND TOTAL 172 Claims	to	Checks	1 Total	1,652.39 Manual		Held	Total	1,652.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	210440	12/01/2020	11/16/2020			204.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICES		2284972244	10/14/2020			204.48
176	AD2 INC	210447	12/01/2020	11/16/2020			501.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE NOV 2020		3691	11/16/2020			36.50
	176-170-699	SHOPPING CART		3691	11/16/2020			115.00
	176-170-699	WEB SITE MAINT: 10/15-11/14		3691	11/16/2020			350.00
176	AT&T	210483	12/01/2020	11/23/2020			73.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	NOV 2020: SSP INTERNET		285615432	11/11/2020			73.45
FUND TOTAL 176 Claims	to	Checks	3 Total	779.43 Manual		Held	Total	779.43

Docket of Claims
Release date from 12/01/2020 thru 12/01/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-763	210495	12/01/2020	11/23/2020			3,108.00	
		Description CONST PH SERVICES		Invoice # 1100609	Date 11/20/2020	P.O.	Amount	3,108.00
FUND TOTAL 303 Claims	to	Checks	1 Total	3,108.00	Manual	Held	Total	3,108.00

Docket of Claims
Release date from 12/01/2020 thru 12/01/2020

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	210497	12/01/2020	11/23/2020			637.50	
		Description ENVIRO ASSESSMENT		Invoice # 7839	Date 11/23/2020	P.O.	Amount	637.50
FUND TOTAL 309 Claims	to	Checks	1 Total	637.50	Manual	Held	Total	637.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	210439	12/01/2020	11/16/2020			118.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	11/06/2020			118.71
400	MSC 7511	210444	12/01/2020	11/16/2020			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV3937500	11/09/2020			166.49
400	FUELMAN	210446	12/01/2020	11/16/2020			51.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59154147	11/16/2020			51.93
400	COG DEPOSITORY ACCOUNT	210465	12/01/2020	11/19/2020			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		11092020	11/09/2020			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		11092020	11/09/2020			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		11092020	11/09/2020			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		11092020	11/09/2020			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		11092020	11/09/2020			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		11092020	11/09/2020			9,665.99
400	ENGEL ELECTRIC LLC	210469	12/01/2020	11/19/2020			722.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR CONTL PANEL: B PIERRE LS		11122020	11/12/2020			722.80
400	2018-2019 BOND DEBT SERVICE FUND	210471	12/01/2020	11/19/2020			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2020: 2018 BOND DS		12012020	12/01/2020			25,000.00
400	2018-2019 BOND DEBT SERVICE FUND	210472	12/01/2020	11/19/2020			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2020: 2019 BOND DS		12012020	12/01/2020			32,000.00
400	ARISTA INFORMATION SYSTEMS INC	210473	12/01/2020	11/19/2020			3,544.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2020 STATEMENTS		30774	11/13/2020			1,144.10
	400-650-698	OCT 2020 POSTAGE		1425202011	10/15/2020			2,400.00
400	MISSION COMMUNICATIONS LLC	210474	12/01/2020	11/19/2020			260.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CIRCUIT BOARD: HASTINGS LS		1046374	11/09/2020			250.00
	400-651-584	FREIGHT: EMERGENCY PURCHASE		1046374	11/09/2020			10.00
400	FUELMAN	210493	12/01/2020	11/23/2020			103.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59183222	11/23/2020			103.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSISSIPPI 811 INC Account Number 400-651-698	210494	12/01/2020	11/23/2020			3,744.40	
		Description		Invoice #	Date	P.O.	Amount	
		2021 BILLING (1628)		210372	11/17/2020			3,744.40
400	SEYMOUR ENGINEERING PLLC Account Number 400-650-603	210496	12/01/2020	11/23/2020			1,758.75	
		Description		Invoice #	Date	P.O.	Amount	
		GEN ENG: SEWER-DRAINAGE		7840	11/23/2020			1,758.75
400	CAN'T MISS EMBROIDERY Account Number 400-650-535	210499	12/01/2020	11/23/2020			103.95	
		Description		Invoice #	Date	P.O.	Amount	
		CITY LOGO TEES (27): M/R		24943	11/18/2020	210119		103.95
400	PRO-LOCK LOCKSMITH SERVICE Account Number 400-651-584 400-651-581	210511	12/01/2020	11/23/2020			472.00	
		Description		Invoice #	Date	P.O.	Amount	
		#3 PADLOCKS (30):LIFT STATIONS		210141	11/05/2020	210141		360.00
		#1 PADLOCKS (8): WATER WELLS		210141	11/05/2020	210141		112.00
400	CITY ELECTRIC SUPPLY CO Account Number 400-651-767	210514	12/01/2020	11/23/2020			268.80	
		Description		Invoice #	Date	P.O.	Amount	
		12 VDC 5AHR (12): SCADA UNITS		PAS/069227	11/05/2020	210120		268.80
400	CORE & MAIN LP Account Number 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581	210518	12/01/2020	11/23/2020			420.86	
		Description		Invoice #	Date	P.O.	Amount	
		5/8X3/4 BMV PJCTSX NL (6)		N289376	11/10/2020	210052		292.56
		1 PVC S40 CPLG HXH (24)		N289376	11/10/2020	210052		10.80
		1-1/4X2 BRASS NIPPLE NL (12)		N289376	11/10/2020	210052		50.76
		3/4XCL BRASS NIPPLE NL (3)		N289379	11/10/2020	210002		6.30
		2X4 BRASS NIPPLE NL (4)		N320548	11/12/2020	210052		60.44
FUND TOTAL 400 Claims	to	Checks	16 Total	112,163.05	Manual	Held		Total 112,163.05

Release date from 12/01/2020 thru 12/01/2020

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	36 Total	34,469.25 Manual	Held	Total	34,469.25
FUND 156 Claims	to	Checks	2 Total	3,838.05 Manual	Held	Total	3,838.05
FUND 171 Claims	to	Checks	4 Total	230,672.41 Manual	Held	Total	230,672.41
FUND 172 Claims	to	Checks	1 Total	1,652.39 Manual	Held	Total	1,652.39
FUND 176 Claims	to	Checks	3 Total	779.43 Manual	Held	Total	779.43
FUND 303 Claims	to	Checks	1 Total	3,108.00 Manual	Held	Total	3,108.00
FUND 309 Claims	to	Checks	1 Total	637.50 Manual	Held	Total	637.50
FUND 400 Claims	to	Checks	16 Total	112,163.05 Manual	Held	Total	112,163.05
Total for all Funds			Checks	64 Total	387,320.08 Manual	Held	Total 387,320.08

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

December 15, 2020
Authorization to accept a monetary donation from
Gautier Pride, Inc. for the City of Gautier's Lights and
Lagniappe on the Bayou

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a monetary donation from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 5th at 5:00pm at the Singing River Mall Property; and

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

WHEREAS, Gautier Pride Inc. has offered to provide a monetary donation in the amount of \$8,000.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$8,000 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 5th is hereby approved and accepted.

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

Motion was made by **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 December 15, 2020.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 15, 2020
Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

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

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2020

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

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

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

December 15, 2020
Approval of Minutes from Recessed Council Meeting held
November 17, 2020 and Regular Council Meeting held
December 1, 2020.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Recessed Council Meeting held November 17, 2020 and Regular Council Meeting held December 1, 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 November 17, 2020 and Regular Council Meeting held December 1, 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 December 15, 2020.

Tuesday
November 17, 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 November 17, 2020 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**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**

☐	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

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. Revisions for Consent Agenda Item 3 – Approval of Minutes should include:
 - October 20, 2020 Minutes- Add 2021 Paving List to Business Agenda Item 3 – Authorization to approve and submit the prioritized paving list for 2021 to the Jackson County Board of Supervisors
 - November 3, 2020 Minutes – Agenda Order Approval should read offices will be closed **Wednesday**, November 11th in observance of Veterans Day.
 - November 10, 2020 Minutes – Add Tidelands Grant Agreement to Business Agenda Item 2 – Approval of a Tidelands Grant Agreement with the Mississippi Department of Marine Resources
2. Add Revised Resolution to Business Agenda Item 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.

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

Announcements

1. Offices will be closed November 26th and November 27th in observance of Thanksgiving Day.
-

Presentation

None

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



**Join
the City of Gautier for
Lights & Lagniappe
on the Bayou
Saturday, December 5th
5:00 p.m.
SR Mall Property**

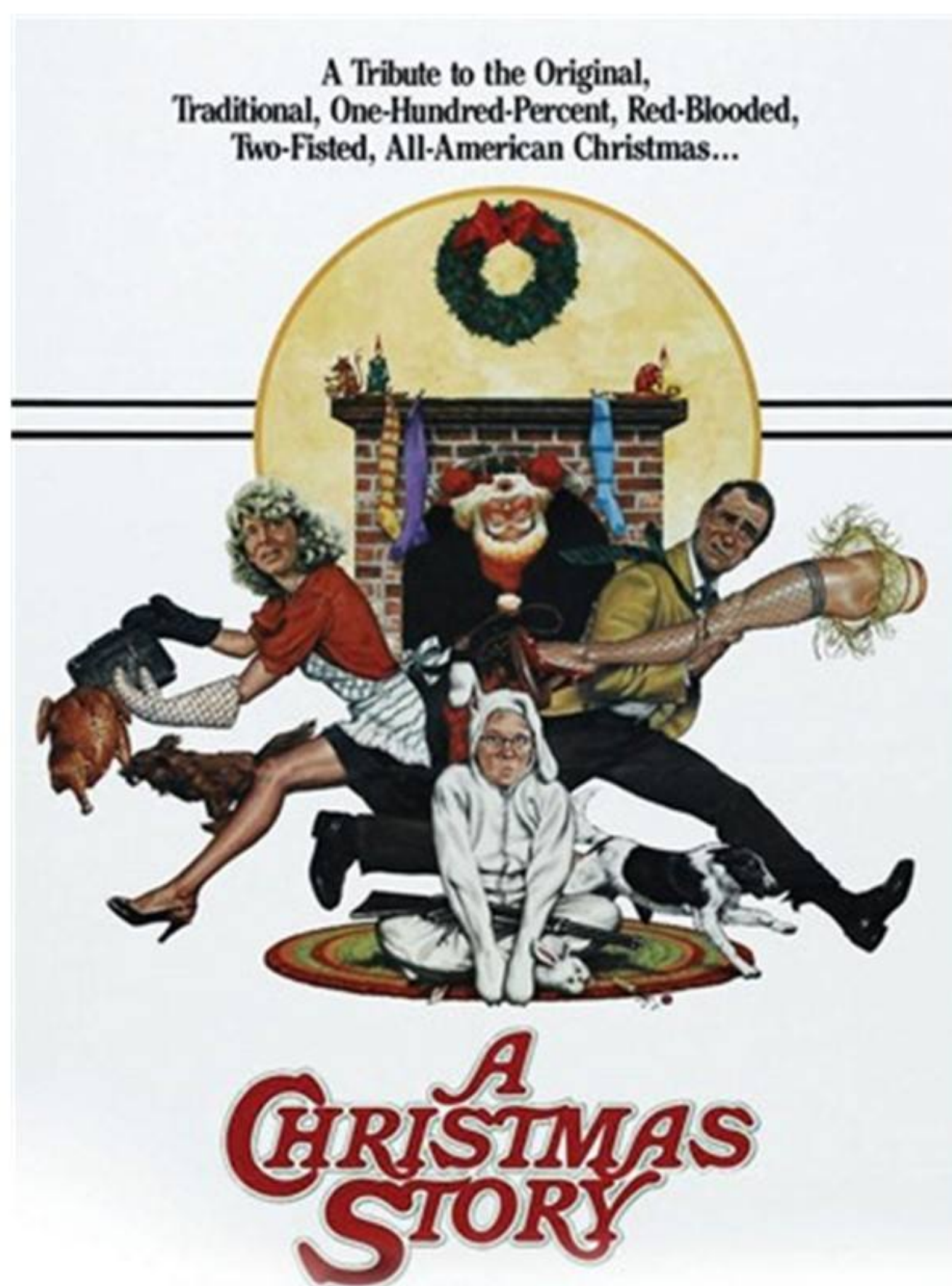
Annual Tree Lighting. Drive-In Movie
Featuring: A Christmas Story- Fireworks
- Treat bags for the first 250 kids, Delo's
Heavenly House of Coffee, Keeping it
Tasty , Mann Kettle Corn, and
Little Caesars





FREE EVENT

Drive-In Movie Night
SR Mall Property
December 5th 5:30 p.m.



Annual Tree Lighting. Drive- In Movie Featuring: A Christmas Story-
Fireworks- Treat bags for the first 250 kids, Delo's Heavenly House of
Coffee, Keeping it Tasty , Mann Kettle Corn, and Little Caesars





Join the City of Gautier for
Lights & Lagniappe on the Bayou!
"Christmas Light the Night Celebration"
Fireworks Show
December 5th 7:15 p.m.
SR Mall Property



Presented By **PYRO SHOWS**



Bring a lawn chair and a blanket and enjoy the show!

Councilman Vaughan made the motion to approve the re-classification of positions on the Revised Schedule of Authorized Positions, as presented, regarding the Fire Department. 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 257-2020

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 **Councilman Vaughan**, seconded by **Councilwoman Martin** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

ABSENT: **Cameron George**

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

<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
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	

Councilman Vaughan made the motion to award the contract to Stark Contracting Company, Inc., for the Bacot Park Improvement Project, as presented, in an amount not to exceed \$2,147,270.00. 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 480-2020

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

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

NAYS: **None**

ABSENT: **Cameron George**

ATTEST:

MAYOR

CITY CLERK

Passed and Adopted 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					

The Mayor and City Council of the City of Gautier, Mississippi (the "City"), took up 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, Mayor Torjusen offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 087-2020

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 privately 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") and any Additional Bonds (as hereinafter defined), 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.

"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 of the funds and accounts created for the Bonds.

"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.

"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; provided, 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 Series 2013 Bonds and the 2013 City Note and bonds issued on parity therewith, including the Series 2020 Bonds.

"2013 Debt Service Reserve Fund" shall mean the fund created and established under the 2013 Indenture for the payment of interest on and principal of the Series 2013 Bonds in the event that moneys in the 2013 Debt Service Fund are insufficient.

"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.

"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.

"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) the funding of 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 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, 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.

(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 unless waived in writing.

(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 Bonds 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 Bonds 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 Bonds 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 defeasing 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 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 unless waived in writing.

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

Phil Toyner
Mayor

ATTEST:

Aerisa L. Montgomery
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 17th day of NOVEMBER, 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. A portion of the proceeds of the Series 2020 Bonds and amounts transferred from the 2013 Debt Service Reserve Fund may be used to fund the 2020 Debt Service Reserve Fund. 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 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 Net 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 Net Revenues (except obligations incurred in the operation and maintenance of the System), 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 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; 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 or as otherwise allowed by Section 19 hereof.

(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 or as otherwise allowed by Section 19 hereof.

(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 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. A portion of 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 remaining portion of the proceeds of the Series 2020 Bonds deposited with the Escrow Agent 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. The Clerk and the Prior Trustee, as applicable, are hereby directed to transfer from the funds and accounts for the Refunded Obligations to the Escrow Agent and/or to the funds and accounts for the Series 2020B Bonds, such amounts as Bond Counsel, the Placement Agent and the Municipal Advisor shall deem lawful and appropriate.

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 2013 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 Series 2020 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.

Councilwoman Martin 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: Yes
Councilwoman Mary Martin	Voted: Yes
Councilman Cameron B. George	Voted: Absent

Councilman Richard "DJ" Jackson	Voted: Yes
Councilman Casey Vaughan	Voted: Yes
Councilman Charles "Rusty" Anderson	Voted: Yes
Councilman Adam Colledge	Voted: Yes

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 Phil Toziser
Mayor

Attest:

Aeresa Montgomery
City Clerk

55435015.v2

EXHIBIT A

COMMITMENT TO FINANCE

RAYMOND JAMES®

Placement Agent

\$2,620,000*

City of Gautier, Mississippi

Taxable Utility System Revenue Refunding Bonds,

Series 2020

Purchaser's Commitment to Finance

BOOK ENTRY ONLY

Final Maturity: July 1, 2033

This commitment will be subject to (a) the terms and conditions outlined below, which supersede any prior oral or written understanding between the Purchasers with regard to the offer provided herein and (b) documentation satisfactory in form and content to Purchasers. The Bond Resolution serves as the governing document; however, the final terms related to redemption provisions, denominations, interest rates, CUSIPs, and registration are contained herein.

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 \$3,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) (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: Phil Torjusen

Name: PHIL TORJUSEN

Title: MAYOR

Date: 11/17/2020

Agreed and accepted with the intent to be legally bound:

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

By: DeDee Lavery

Name: DeDee Lavery

Title: CFO

Date: 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:

EXHIBIT B
PRIVATE PLACEMENT AGREEMENT

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

By: Phil Tojusen
Mayor

(SEAL)

ATTEST:

By: Aeresa Montgomery
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

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds

PURCHASE PRICE DUE TO CITY:

EXHIBIT C
ESCROW TRUST AGREEMENT

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, do 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 Bond Resolution. The Verification Report confirms that such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in Exhibit B hereto 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 Bond Resolution. Such moneys are to be used solely to pay the costs related to the sale and issuance of the Series 2020 Bonds. All moneys which remain in the Series 2020 Cost of Issuance Account after payment of such costs shall be paid to the City and used by the City to pay the principal of and interest on the Series 2020 Bonds.

SECTION 3. Irrevocable 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 \$_____ 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 redemption date 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 date at the Redemption Price 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 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
3330 Highway 90
Gautier, Mississippi 39553
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 Phil Toyer
Mayor

ATTEST:

By Jerisa S. Montgomery
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, 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.

EXHIBIT D

IRMA LETTER OF GOVERNMENT CONSULTANTS, INC.



GOVERNMENT
CONSULTANTS

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

EXHIBIT E

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

RAYMOND JAMES®

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: Phil Torjusen Date: 11/20/2020
Phil Torjusen, Mayor
Paula Yancey, City Clerk ~~Clerk~~ *MANAGER*
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.

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered, and not fraudulent. Councilman 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 481-2020

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 Vaughan**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 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

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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

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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	

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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

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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
130	AT&T	210354	11/17/2020	11/07/2020			191,334.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	MV CABINET: 417 20D-6463 281 3 M BLUFF			10/28/2020		191,334.00	
FUND TOTAL 130 Claims	to	Checks	1 Total	191,334.00 Manual		Held	Total	191,334.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	SOLAR CONTROL INC	210393	11/17/2020	11/09/2020			2,767.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	INSTL SUN CONTROL FILM:PD BLDG		101520	10/21/2020	210056		2,767.00
FUND TOTAL 156 Claims	to	Checks	1 Total	2,767.00	Manual	Held		Total 2,767.00

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 SERV 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

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 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
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 PUJXMTN 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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	210335	11/17/2020	11/05/2020			106,702.20	
		Description		Invoice #	Date	P.O.	Amount	
		OCT 2020 RES GARBAGE (6340)		0001121112	10/31/2020			106,702.20
FUND TOTAL 404 Claims	to	Checks	1 Total	106,702.20	Manual		Held	Total 106,702.20

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

Councilman Jackson requested to pull Consent Agenda Item 1 for further discussion.

Mayor Torjusen made the motion to approve Consent Agenda Items 2-7, 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 482-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 2-7 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 **Mayor Torjusen**, seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 17, 2020.

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

RESOLUTION NUMBER 088-2020

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 **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 17, 2020.

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

ORDER NUMBER 483-2020

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 **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 17, 2020.

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

ORDER NUMBER 484-2020

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 **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 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)

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

ORDER NUMBER 485-2020

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 **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 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

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

ORDER NUMBER 486-2020

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 **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 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 39553 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

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

ORDER NUMBER 487-2020

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 **Mayor Torjusen**, seconded by **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

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 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

Councilman Colledge made the motion to enter into a loan agreement with Southern Mississippi Planning & Development District, as presented, for the amount of \$500,000.00 with an interest rate of 2.75%. 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:

RESOLUTION NUMBER 089-2020

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

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

NAYS: **None**

ABSENT: **Cameron George**

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 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.

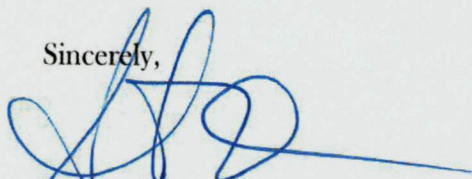
1. The purpose of the loan contemplated herein shall be to provide the Borrower with financing for the purchase of commercial real estate (former Singing River Mall site) to be leased as a mixed use development.
2. The total loan shall be \$500,000.00.
3. The loan extended shall be for a term of 15 years. 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

Councilman Vaughan made the motion to Adjourn until December 1, 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 December 15, 2020.

Tuesday
December 1, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held December 1, 2020 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 1, 2020 @ 6:30 PM**

- I. Call to Order
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
 - 1. Lights and Lagniappe on the Bayou will be on December 5th from 5:00pm until 8:00pm at the Singing River Mall Property.
 - 2. Offices will be closed December 24th and December 25th in observance of the Christmas Holiday.
 - 3. Offices will be closed December 31st and January 1st in observance of the New Year's Holiday.
- IV. Presentation Agenda
- V. Business Agenda
 - 1. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project, and approval of Task Order 4

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of Change Order No.1 for the Bacot Park Improvements Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. 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. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
2. Resolution removing broken office equipment and office furniture from inventory and declare surplus.
3. Authorization to remove 1999 Chevy Tahoe from the Fire Department's inventory and insurance and authorize vehicle to be used for the Fire Department training.
4. Authorization to enter into FY2021 Tidelands Grant Agreement – Mary Walker Bayou Project (FY21-P618-01)

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 December 15, 2020 at 6:30 pm

www.gautier-ms.gov

Meeting was called to order by Mayor Torjusen at 6:49pm.

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

1. Consent Agenda Item 3 – The Resolution Number should read **000-2020.**

, Councilman Jackson seconded the motion. The vote was carried unanimously.

Announcements

1. Lights and Lagniappe on the Bayou will be on December 5th from 5:00pm until 8:00pm at the Singing River Mall Property.
2. Offices will be closed December 24th and December 25th in observance of the Christmas Holiday.
3. Offices will be closed December 31st and January 1st in observance of the New Year's Holiday.

Presentation

None



**Join
the City of Gautier for
Lights & Lagniappe
on the Bayou
Saturday, December 5th
5:00 p.m.
SR Mall Property**

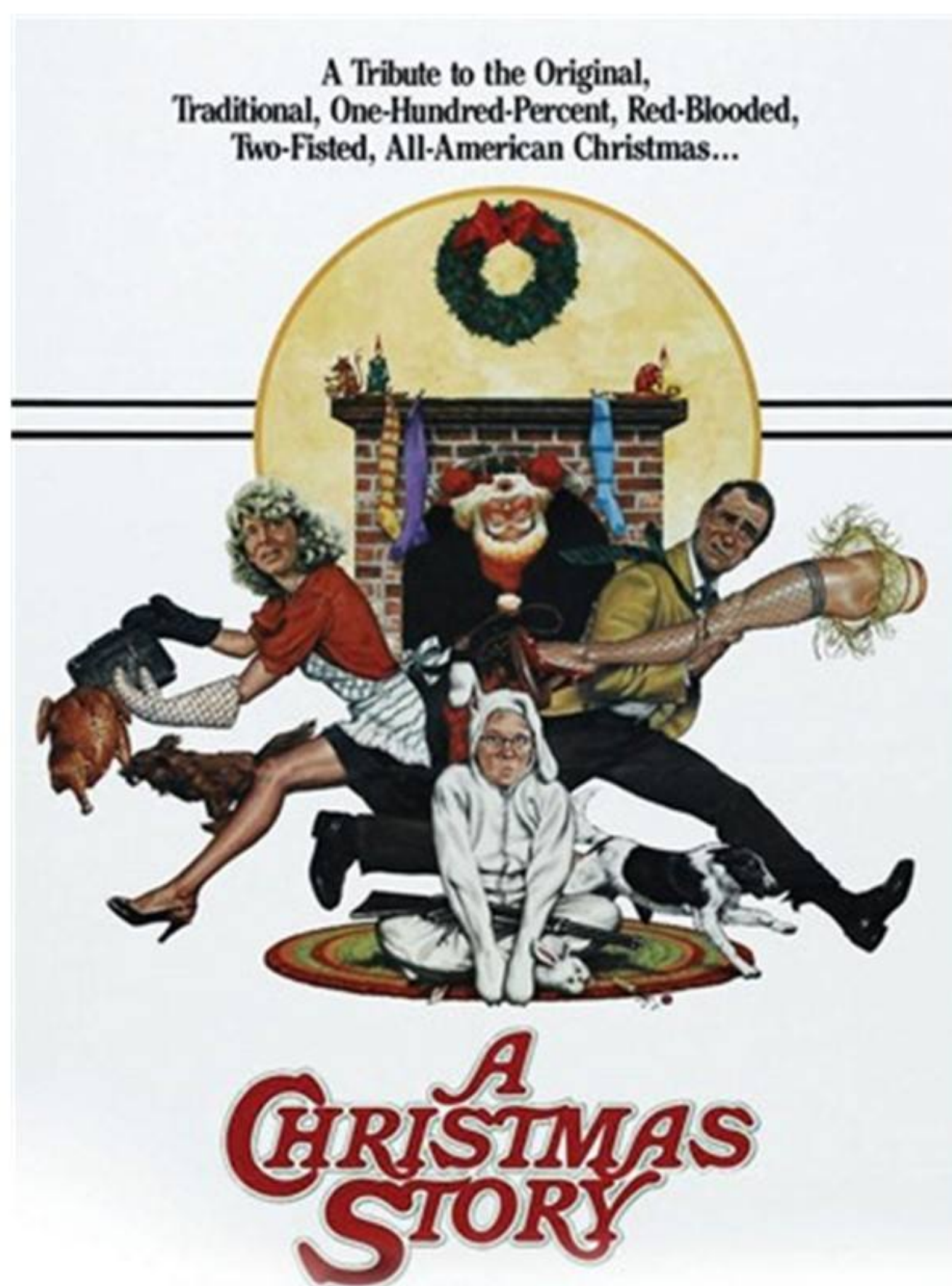
Annual Tree Lighting. Drive-In Movie
Featuring: A Christmas Story- Fireworks
- Treat bags for the first 250 kids, Delo's
Heavenly House of Coffee, Keeping it
Tasty , Mann Kettle Corn, and
Little Caesars





FREE EVENT

Drive-In Movie Night
SR Mall Property
December 5th 5:30 p.m.



Annual Tree Lighting. Drive- In Movie Featuring: A Christmas Story–
Fireworks– Treat bags for the first 250 kids, Delo's Heavenly House of
Coffee, Keeping it Tasty , Mann Kettle Corn, and Little Caesars





Join the City of Gautier for
Lights & Lagniappe on the Bayou!
"Christmas Light the Night Celebration"
Fireworks Show
December 5th 7:15 p.m.
SR Mall Property



Presented By **PYRO
SHOWS**



Bring a lawn chair and a blanket and enjoy the show!

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 enter into a Professional Services Agreement with Seymour Engineering, as presented, for work associated with Town Commons Park and Task Order No. 4. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 488-2020

WHEREAS, the City of Gautier previously entered into a Professional Services Agreement with Seymour Engineering (Task Order format); and

WHEREAS, proposed Task Order Agreement No. 4 is for a total of \$10,000 for bidding phase services; and

WHEREAS, the lump sum cost is based on a \$3,000,000 construction budget; and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order 4 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that Task Order No. 4 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 **Councilwoman Martin**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/23/2020
Subject: Town Commons Park – Professional Services Agreement (Task Order 4 with Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project, with work to be administered through individual task orders. The department seeks authorization for Task Order 4.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, a water feature, pickleball courts, etc. Phase 1 will include site work, parking, and the Town Green.

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order Agreement No. 4 is for a total of \$10,000 for bidding phase services.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project and approve Task Order Agreement No. 4.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 4 as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 4 as presented.

ATTACHMENTS:

1. Task Order 4



EXHIBIT C
Task Order Agreement No. 4
Town Center Development

Scope of Work

- Perform Bidding Services as outlined in Section 1.4 (Bidding or Negotiating Phase) of Contract.

Compensation

Cost: Lump Sum \$10,000.00

Schedule

- Services under this Task Order Agreement - No. 4, shall commence upon approval and execution by Seymour Engineering, PLLC and the City of Gautier.

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

 11-23-20

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

Paula Yancey
City Manager

Date

Councilman Jackson made the motion to approve Change Order No. 1, as presented, for the Bacot Park Improvements Project. 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 489-2020

WHEREAS, the City of Gautier wants to attract more community and recreational activities at Bacot Park; and

WHEREAS, the City has initiated the Bacot Park Improvements Project to upgrade facilities, organize sports fields/courts, children's play area, walking track, covered, open-air basketball court, pavilion, parking, lighting and security and fencing; and

WHEREAS, on October 15, 2020, a sealed proposal for the Bacot Park Improvements Project was received from Starks Contracting Company, Inc., with a base bid of \$1,965,732.50. A contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11 C (wood bollards) and additive alternate 12 A (basketball scoreboard); and

WHEREAS, Change Order No. 1 serves to decrease the contract amount by \$146,000 to bring it in line with the project budget;

WHEREAS, the change order reduces the amount of playground equipment that will be purchased, demolishes instead of renovating the old press box, removes equipment such as baseball field marking equipment and a football field striping machine, and reduces the cost of the CCTV system, among other items. The contract amount would be reduced from \$2,147,270 to \$2,001,270; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the decrease in costs is reasonable;

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

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 1; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.1 for the Bacot Park Improvements Project is hereby approved.

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

Motion was made by **Councilman Jackson**, 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 December 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/23/2020
Subject: Bacot Park Improvements Project – Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the Bacot Park Improvements Project.

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

On October 15, 2020, a sealed proposal for the Bacot Park Improvements project was received from Starks Contracting Company, Inc., with a base bid of \$1,965,732.50. A contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11□C (wood bollards) and additive alternate 12□A (basketball scoreboard).

DISCUSSION:

Change Order No. 1 serves to decrease the contract amount by \$146,000 to bring it in line with the project budget. The change order reduces the amount of playground equipment that will be purchased, demolishes instead of renovating the old press box, removes equipment such as baseball field marking equipment and a football field striping machine, and reduces the cost of the CCTV system, among other items.

The contract amount would be reduced from \$2,147,270 to \$2,001,270.

Heflin Engineering has reviewed the change order and recommends approval. This project is being funded through the general obligation bond and funds received from the Jackson County Board of Supervisors.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the Bacot Park Improvements Project.

The City Council may:

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

ATTACHMENTS:

1. Change Order 1

CONTRACT CHANGE ORDER NO.1

CHANGE ORDER NO. 1

STATE: Mississippi

DATE:

COUNTY: Jackson

CONTRACT FOR: Bacot Park Improvements

OWNER: City of Gautier

CONTRACTOR: Starks Contracting Co., Inc.

CONTRACT TIME: 270 Calendar Days

CONTRACT START DATE:

ORIGINAL COMPLETION DATE:

CONTRACT TIME (INCREASE/DECREASE): 0 Calendar Days

REVISED COMPLETION DATE:

<u>ITEM</u> <u>NO.</u>	<u>QUANTITY</u> <u>CHANGE</u>	<u>ITEM</u>	<u>UNIT</u> <u>PRICE</u>	<u>EXTENSION</u>
---------------------------	----------------------------------	-------------	-----------------------------	------------------

See Attachment

Original Contract Amount: \$ 2,147,270.00
Total Change (~~Increase~~/Decrease): \$ (146,000.00)
Revised Amount by Previous Change Order: \$ -
Total Revised Contract Amount: \$ 2,001,270.00

Justification: Reduce contract amount to within budgeted funds.

This document will become a supplement to the Contract and all provisions will apply hereto.

Executed:

OWNER: _____
(City of Gautier)

DATE: _____

ENGINEER: 
(Heflin Engineering, Inc.)

DATE: 11/9/20

CONTRACTOR: 
(Starks Contracting Co., Inc.)

DATE: 11-6-20

ATTACHMENT TO CONTRACT CHANGE ORDER #1

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
<i>General Work Items</i>									
1	1	LS	Mobilization, Demobilization	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	0	\$ -
2	1	LS	Erosion & Pollution Control (Silt Fence, Wattles, and Related Items)	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
3	1	LS	Clearing & Grubbing	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	0	\$ -
4	2800	SY	Remove Asphalt Pavement, All Depths	\$ 4.50	\$ 12,600.00	2800	\$ 12,600.00	0	\$ -
5	450	SY	Remove Concrete Pavement, All Depths	\$ 12.00	\$ 5,400.00	450	\$ 5,400.00	0	\$ -
6	1750	SY	Remove Gravel Parking	\$ 1.60	\$ 2,800.00	1750	\$ 2,800.00	0	\$ -
7	1	LS	Remove Fencing, All Types & Sizes	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
8	1	LS	Remove Northeast Concession Stand	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -
9	1	LS	Remove Northeast Restroom Building	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
10	1	LS	Removal of Structures and Obstructions	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
11	2	EA	Cap and Abandon Water Well	\$ 3,750.00	\$ 7,500.00	2	\$ 7,500.00	0	\$ -
12	1800	CY	Undercut Excavation (FM)	\$ 10.50	\$ 18,900.00	0	\$ -	-1800	\$ (18,900.00)
12A	0	CY	Undercut Excavation (FM) w/o Fabric	\$ 7.35	\$ -	1800	\$ 13,230.00	1800	\$ 13,230.00
12B	0	SY	Woven Geotextile Fabric	\$ 3.15	\$ -	1800	\$ 5,670.00	1800	\$ 5,670.00
13	1800	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 15.00	\$ 27,000.00	1800	\$ 27,000.00	0	\$ -
14	1	LS	General Site Grading	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	0	\$ -
15	1	LS	Inlets, Catch Basins, and Drainage Structures (All Types)	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	0	\$ -
16	1	EA	Inlet Removal and New Junction Box at 52" Pipe	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	0	\$ -
17	1	EA	Inlet Removal and 52" Pipe Splice	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
18	1	LS	Drainage Pipe and Flared End Sections per Plans	\$ 37,500.00	\$ 37,500.00	1	\$ 37,500.00	0	\$ -
19	2	EA	Repair Existing Inlet	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00	0	\$ -
20	160	CY	South Parking Lot Gravel Overlay	\$ 125.00	\$ 20,000.00	160	\$ 20,000.00	0	\$ -
21	1	LS	South Parking Lot ADA Parking Pad	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
22	850	SF	Concrete Driveway Apron	\$ 21.00	\$ 17,850.00	850	\$ 17,850.00	0	\$ -
23	1200	SY	Concrete Sidewalks & Ramps	\$ 70.00	\$ 84,000.00	1200	\$ 84,000.00	0	\$ -
24	30	LF	Curb & Gutter (All Types)	\$ 23.00	\$ 690.00	30	\$ 690.00	0	\$ -
25	1	ALLOW	Materials Testing	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -
<i>Baseball Field #1 and #2</i>									
26	1	LS	Baseball Field #1 & #2 - Grading & Preparation	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00	0	\$ -
27	1	LS	Baseball Field #1 & #2 - Fencing & Gates	\$ 67,000.00	\$ 67,000.00	1	\$ 67,000.00	0	\$ -
28	1	LS	Baseball Field #1 & #2 - Dugouts	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	0	\$ -
29	1	LS	Baseball Field #1 & #2 - Water Supply	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
30	1	LS	Baseball Field #1 & #2 - Baseball Field Equipment	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
31	1	EA	Baseball Field Marking Equipment	\$ 2,500.00	\$ 2,500.00	0	\$ -	-1	\$ (2,500.00)

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
32	1	LS	Baseball Field #1 - Relamp All Fixtures, Repair Non-Working Units, Install	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
33	1	LS	Baseball Field #2 - Relamp All Fixtures, Repair Non-Working Units, Install	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
34	1	LS	Baseball Field #2 - Electrical Feeder, Panel, Distribution & All Related Items	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
<i>Basketball Pavilion</i>									
35	1	LS	Reinforced Concrete Foundation	\$ 130,000.00	\$ 130,000.00	1	\$ 130,000.00	0	\$ -
36	1	LS	Basketball Pavilion Structure	\$ 180,000.00	\$ 180,000.00	1	\$ 180,000.00	0	\$ -
37	1	LS	Post Tension Concrete Slab	\$ 65,000.00	\$ 65,000.00	1	\$ 65,000.00	0	\$ -
38	1	LS	Court Surfacing	\$ 12,750.00	\$ 12,750.00	1	\$ 12,750.00	0	\$ -
39	2	EA	Basketball Goal System	\$ 10,000.00	\$ 20,000.00	2	\$ 20,000.00	0	\$ -
40	1	LS	Volleyball System	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
41	1	LS	Electrical Feeder, Panel, Distribution, Lighting & All Related Items	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
<i>Football Field</i>									
42	1	LS	Clean, Prep, and Paint Goal Posts	\$ 4,000.00	\$ 4,000.00	0	\$ -	-1	\$ (4,000.00)
43	1	EA	Field Striping Machine	\$ 5,000.00	\$ 5,000.00	0	\$ -	-1	\$ (5,000.00)
44	1	LS	Football Field - Relamp All Fixtures, Repair Non-Working Units, Install	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
<i>Common Space, Site Furnishings & Miscellaneous Items</i>									
45	880	LF	6' Decorative Fencing & Gates	\$ 52.00	\$ 45,760.00	880	\$ 45,760.00	0	\$ -
46	32	EA	Decorative Fence Pilaster	\$ 1,500.00	\$ 48,000.00	32	\$ 48,000.00	0	\$ -
47	1975	LF	6' Black Vinyl, Chainlink Perimeter Fencing & Gates	\$ 30.00	\$ 59,250.00	1975	\$ 59,250.00	0	\$ -
48	1	LS	Playground Equipment	\$ 70,000.00	\$ 70,000.00	0	\$ -	-1	\$ (70,000.00)
48A	0	LS	Playground Equipment, w/ 3-bay Swing, w/o Oodle Swing & Geoplex Navigator	\$ 35,000.00	\$ -	1	\$ 35,000.00	1	\$ 35,000.00
49	1	LS	Splash Pad Expansion	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00	0	\$ -
50	1	LS	Decorative Screen Wall w/ Lighting	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
51	1	ALLOW	Artwork for Screen Wall	\$ 9,500.00	\$ 9,500.00	1	\$ 9,500.00	0	\$ -
52	1	LS	Brick Knee Wall at Concession Stand	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	0	\$ -
53	4	EA	Picnic Tables	\$ 1,700.00	\$ 6,800.00	4	\$ 6,800.00	0	\$ -
54	7	EA	Site Bench w/ Concrete Pad	\$ 1,000.00	\$ 7,000.00	7	\$ 7,000.00	0	\$ -
55	8	EA	Trash Receptacles	\$ 800.00	\$ 6,400.00	8	\$ 6,400.00	0	\$ -
56	1	ALLOW	Park Signage	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0	\$ -
57	2	EA	Aluminum Player Benches, 15'	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00	0	\$ -
58	4	EA	Aluminum Player Benches, 21'	\$ 1,250.00	\$ 5,000.00	4	\$ 5,000.00	0	\$ -
59	2	EA	Aluminum Player Benches, 27'	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -
60	6	EA	Aluminum Bleacher, 4-Row, 7'-6", Tip & Roll	\$ 2,335.00	\$ 14,010.00	6	\$ 14,010.00	0	\$ -
<i>Existing Building Renovation & Improvements</i>									
61	1	LS	Police Substation - Renovation & Improvements	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
62	1	LS	Police Substation - Metal Roof System	\$ 30,000.00	\$ 30,000.00	0	\$ -	-1	\$ (30,000.00)
62A	0	LS	Police Substation - Metal Roof System, Corrugated Metal	\$ 20,000.00	\$ -	1	\$ 20,000.00	1	\$ 20,000.00
63	625	SF	Police Substation - Remove and Replace Roof Sheathing	\$ 6.00	\$ 3,750.00	625	\$ 3,750.00	0	\$ -

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
64	1	LS	Police Substation - Alarm System	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
65	1	LS	Press Box - Renovation & Improvements	\$ 50,000.00	\$ 50,000.00	0	\$ -	-1	\$ (50,000.00)
65A	0	LS	Press Box - Demolition	\$ -	\$ -	1	\$ 4,000.00	1	\$ 4,000.00
66	1	LS	Press Box - Alarm System	\$ 1,500.00	\$ 1,500.00	0	\$ -	-1	\$ (1,500.00)
67	1	LS	Concession Stand - Renovation & Improvements	\$ 60,000.00	\$ 60,000.00	1	\$ 60,000.00	0	\$ -
68	1	LS	Concession Stand - Alarm System	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
69	1	LS	Existing Maintenance Building - Exterior Improvements	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
<i>Landscape Items</i>									
70	45	EA	Natchez Crepe Myrtle	\$ 162.50	\$ 7,312.50	45	\$ 7,312.50	0	\$ -
71	30	EA	Dwarf Pfizer Juniper	\$ 62.50	\$ 1,875.00	30	\$ 1,875.00	0	\$ -
72	112	EA	Big Blue Liriope	\$ 22.50	\$ 2,520.00	112	\$ 2,520.00	0	\$ -
73	1100	SF	Pine Bark Mulch	\$ 2.00	\$ 2,200.00	1100	\$ 2,200.00	0	\$ -
74	11	ACRE	Seed, Fertilize, Mulch	\$ 4,375.00	\$ 48,125.00	11	\$ 48,125.00	0	\$ -
75	3000	SY	Solid Sod, Bermuda	\$ 6.50	\$ 19,500.00	3000	\$ 19,500.00	0	\$ -
<i>General Electrical Work Items</i>									
76	1	LS	Electrical Demolition	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
77	1	LS	Remove Sports Lighting Poles & Salvage Fixtures	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
78	15	EA	Pullbox Repair	\$ 2,500.00	\$ 37,500.00	15	\$ 37,500.00	0	\$ -
79	35	EA	New Sports Lighting Ballast	\$ 357.00	\$ 12,495.00	35	\$ 12,495.00	0	\$ -
80	35	EA	New Sports Lighting Lens	\$ 357.00	\$ 12,495.00	35	\$ 12,495.00	0	\$ -
81	1	LS	CCTV System	\$ 100,000.00	\$ 100,000.00	0	\$ -	-1	\$ (100,000.00)
81A	0	LS	CCTV System - Revised	\$ 58,000.00	\$ -	1	\$ 58,000.00	1	\$ 58,000.00
<i>Additive Alternate #1 - Picnic Pavilion</i>									
A1-1	225	CY	Undercut Excavation (FM)	\$ 10.50	\$ 2,362.50	0	\$ -	-225	\$ (2,362.50)
A1-1A	0	CY	Undercut Excavation (FM) w/o Fabric	\$ 7.35	\$ -	225	\$ 1,653.75	225	\$ 1,653.75
A1-1B	0	SY	Woven Geotextile Fabric	\$ 3.15	\$ -	225	\$ 708.75	225	\$ 708.75
A1-2	225	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 15.00	\$ 3,375.00	225	\$ 3,375.00	0	\$ -
A1-3	1	LS	Picnic Pavilion Structure with Slab	\$ 92,500.00	\$ 92,500.00	1	\$ 92,500.00	0	\$ -
A1-4	4	EA	Picnic Tables	\$ 1,700.00	\$ 6,800.00	4	\$ 6,800.00	0	\$ -
A1-5	1	LS	Electrical Distribution, Lighting & All Related Items	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
A1-6	1	ALLOW	Materials Testing	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
<i>Additive Alternate #11 - Miscellaneous Items</i>									
A11-C	150	EA	Wood Bollard	\$ 250.00	\$ 37,500.00	150	\$ 37,500.00	0	\$ -
<i>Additive Alternate #12 - Scoreboards</i>									
A12-A	2	EA	Basketball Scoreboard, Complete	\$ 8,750.00	\$ 17,500.00	2	\$ 17,500.00	0	\$ -

\$ 2,147,270.00

\$ 2,001,270.00

\$ (146,000.00)

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman 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 490-2020

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 December 1, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RETAIL STRATEGIES LLC	210353	12/01/2020	11/07/2020			1,222.00	
	Account Number 001-021-688	Description		Invoice #	Date	P.O.	Amount	
		CONSULTING SERVICES		401-3B	12/19/2020			1,222.00
001	SPARKLIGHT	210436	12/01/2020	11/16/2020			72.64	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NOV 2020 SUBSTN: #107718827		11012020	11/08/2020			72.64
001	SPARKLIGHT	210437	12/01/2020	11/16/2020			54.33	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NOV CABLE BOX: #118476316		11012020	11/08/2020			54.33
001	SPARKLIGHT	210438	12/01/2020	11/16/2020			178.72	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NOV 2020: #107718371		11012020	11/08/2020			178.72
001	DELTA SANITATION OF MS LLC	210441	12/01/2020	11/16/2020			35.00	
	Account Number 001-170-698	Description		Invoice #	Date	P.O.	Amount	
		FRAZIER PORT O LET		0001120743	10/31/2020			35.00
001	MSC 7511	210443	12/01/2020	11/16/2020			470.88	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		FFO200-01 RENTAL FEE		INV3933348	11/05/2020			470.88
001	FUELMAN	210445	12/01/2020	11/16/2020			1,775.31	
	Account Number 001-090-525	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP59154147	11/16/2020			22.81
	001-161-525	UNL & DSL FUEL		NP59154147	11/16/2020			1,338.29
	001-170-525	UNL & DSL FUEL		NP59154147	11/16/2020			232.28
	001-205-525	UNL FUEL		NP59154147	11/16/2020			144.20
		UNL FUEL		NP59154147	11/16/2020			37.73
001	M & E FEED & SEED	210448	12/01/2020	11/16/2020			85.98	
	Account Number 001-100-514	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5452	08/28/2020			42.99
		DOG FOOD		5460	09/22/2020			42.99
001	ADVANCE AUTO PARTS	210449	12/01/2020	11/16/2020			26.83	
	Account Number 001-161-559	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	4PK C BATTERIES		6102	10/18/2020			10.11
		6' CABLE CHARGER		6427	10/26/2020			16.72
001	MS RECREATION & PARK ASSOCIATION	210467	12/01/2020	11/19/2020			65.00	
	Account Number 001-170-682	Description		Invoice #	Date	P.O.	Amount	
		MEMBERSHIP DUES: BILBO, C		3378	11/17/2020			65.00
001	PAUL PHILLIPS & ASSOCIATES INC	210468	12/01/2020	11/19/2020			590.00	
	Account Number 001-100-681	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	LEADERSHIP TRNG: SELOVER, D		20166	11/16/2020			295.00
		LEADERSHIP TRNG: BOND, L		20166	11/16/2020			295.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICES INC	210470	12/01/2020	11/19/2020			1,606.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	SIGNAL REPRS: ZETA DAMAGE		3158	11/16/2020			1,606.00
001	SHERRY FARABEE, CUSTODIAN PETTY CASH	210475	12/01/2020	11/19/2020			117.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-525	69.3 GAL DIESEL: WFD GENERATOR		0302020	10/30/2020			117.80
001	GLOBALSTAR	210476	12/01/2020	11/20/2020			88.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0008158795	11/16/2020			88.99
001	C SPIRE WIRELESS	210482	12/01/2020	11/23/2020			512.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	10/12/2020			512.33
001	FUELMAN	210488	12/01/2020	11/23/2020			1,947.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59183222	11/23/2020			47.41
	001-100-525	UNL FUEL		NP59183222	11/23/2020			1,435.60
	001-161-525	UNL & DSL FUEL		NP59183222	11/23/2020			336.87
	001-170-525	UNL FUEL		NP59183222	11/23/2020			106.03
	001-205-525	UNL FUEL		NP59183222	11/23/2020			21.69
001	ACTION PRINTING CENTER INC	210501	12/01/2020	11/23/2020			897.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	#10 ENVELOPES (1000): PLANNING		100319	11/09/2020	210094		94.04
	001-010-620	TRI COLOR RECEIPT PAPER (9000)		100337	11/17/2020	210139		803.76
001	PASCAGOULA SHEET METAL WORKS INC	210502	12/01/2020	11/23/2020			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-560	WHITE ALUMINUM FLASHING		12910	11/10/2020	210144		650.00
001	GULF COAST BUSINESS SUPPLY CO	210504	12/01/2020	11/23/2020			759.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	MF PAPER TOWELS 12/CT (8)		216159	11/03/2020	210102		127.76
	001-161-510	CLEANER PINE GALLON (8)		216159	11/03/2020	210102		47.92
	001-161-510	BLEACH 128OZ 6/CS (4)		216159	11/03/2020	210102		63.96
	001-161-510	BATHROOM TISSUE 96/CT (4)		216159	11/03/2020	210102		131.96
	001-161-510	COMET CLEANSER (16)		216159	11/03/2020	210102		31.68
	001-161-510	LYSOL DISINFECTANT (8)		216159	11/03/2020	210102		37.68
	001-161-510	CAN LINER 43X47 100/CS (4)		216159	11/03/2020	210102		91.24
	001-161-510	DISH DETERGENT 8/CT (2)		216159	11/03/2020	210102		87.98
	001-161-510	CLEANER WINDEX 32OZ (8)		216159	11/03/2020	210102		59.12
	001-161-510	DISINFECTANT CLEANER 12QT (24)		216159.1	11/05/2020			79.92
001	MS PRISON INDUSTRIES	210505	12/01/2020	11/23/2020			121.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	LYSOL WIPES 80CT 6/CS (2)		120144	11/13/2020	210110		106.00
	001-092-510	SHIPPING		120144	11/13/2020	210110		15.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF HYDRAULICS & PNEUMATICS INC	210506	12/01/2020	11/23/2020			189.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CYLINDER REPAIR KIT		174045	11/13/2020	210151		39.03
	001-170-639	SHOP LABOR		174045	11/13/2020	210151		150.00
001	PRECISION DELTA CORPORATION	210507	12/01/2020	11/23/2020			1,259.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	.223 REM 55 GR 1000 RD (4)		18015	11/12/2020	200850		1,259.28
001	MS TROPHY LLC	210508	12/01/2020	11/23/2020			68.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAME-SERVING BAR: PAETOW, FRED		14243	11/04/2020	210084		34.20
	001-100-535	NAME-SERVING BAR:MCGHEE, JAMES		14242	11/04/2020	210018		34.20
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	210509	12/01/2020	11/23/2020			27.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	2X10 WOOD GRAIN PLATE (3)		205645	11/18/2020	210161		27.00
001	SUN HERALD	210510	12/01/2020	11/23/2020			211.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID: OST WW SYSTEM UPGRADES		104786836	10/21/2020	210067		211.78
001	SECURE NETWORKS LLC	210512	12/01/2020	11/23/2020			3,733.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	DELL OPTIPLEX 5080 SFF (2)		4373	11/13/2020	210093		2,780.00
	001-100-799	MS HOME AND BUSINESS 2019 (2)		4373	11/13/2020	210093		530.00
	001-100-799	DELL 27IN WS MONITOR (2)		4373	11/13/2020	210093		398.00
	001-100-799	SHIPPING		4373	11/13/2020	210093		25.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	210513	12/01/2020	11/23/2020			932.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-500	HP 64X HY BLACK TONER 2PK		3461339145	11/06/2020	210137		478.32
	001-010-500	CS 8.5X11 COPY PAPER (6)		3461339145	11/06/2020	210137		239.94
	001-010-500	2021 WALL CALENDAR 24X36 (2)		3461339145	11/06/2020	210137		26.74
	001-010-500	FINE POINT SHARPIE 12PK		3461339145	11/06/2020	210137		5.48
	001-010-500	PEN RETRACTABLE BLACK 12PK		3461339145	11/06/2020	210137		10.99
	001-010-500	PEN RETRACTABLE RED 12PK		3461339145	11/06/2020	210137		10.99
	001-010-500	2021 MONTHLY PLANNER		3461339145	11/06/2020	210137		8.81
	001-010-500	STICKY NOTES 3X3 12PK		3461339145	11/06/2020	210137		2.06
	001-010-500	COUNTERFEIT PEN		3461339145	11/06/2020	210137		5.72
	001-010-500	HP05A BLACK TONER 2PK		3461466847	11/07/2020	210137		143.08
001	THE GULF COMPANIES INC	210515	12/01/2020	11/23/2020			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD TRASH BAGS 100CS (5)		0931174-IN	11/09/2020	210108		125.00
001	ENGEL ELECTRIC LLC	210516	12/01/2020	11/23/2020			5,981.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	CNTRL BOX HWY 90 BRIDGE:LABOR		210064	11/12/2020	210064		5,981.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COAST CONCRETE CO INC	210519	12/01/2020	11/23/2020			984.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	8 YDS 3000 PSI		155435	11/13/2020	210148		944.00
	001-201-576	MICROFIBER BAG (8)		155435	11/13/2020	210148		40.00
001	K AND K JANITORIAL SERVICE	210520	12/01/2020	11/23/2020			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	STRIP-WAX FLOORS: NFD		32	11/11/2020	210068		150.00
	001-161-635	STRIP-WAX FLOORS: SFD		32	11/11/2020	210068		150.00
	001-161-635	STRIP-WAX FLOORS: CFD		32	11/11/2020	210068		150.00
001	INSITE SOLUTIONS LLC	210521	12/01/2020	11/23/2020			4,031.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	TRAFFIC RUMBLE STRIPS 4X96 (5)		0145463-IN	11/09/2020	210115		3,832.65
	001-201-576	FREIGHT		0145463-IN	11/09/2020	210115		198.41
001	ECONOMY BOOTS SALES & SERVICE	210522	12/01/2020	11/23/2020			279.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	KS ROMEO DUTY BOOTS: FORD, J		10123	11/11/2020	210152		139.99
	001-161-535	KS ROMEO DUTY BOOTS: WELLS, J		10102	11/11/2020	210149		139.99
001	AUDIOWAVE INC	210523	12/01/2020	11/23/2020			4,635.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	PUSH BUMPER INSTL (3)		A51435	11/16/2020	200849		450.00
	001-100-699	CENTER CONSOLE INSTL (3)		A51435	11/16/2020	200849		300.00
	001-100-699	BLUE 4 LED INSTL (24)		A51435	11/16/2020	200849		1,440.00
	001-100-699	SIREN CONTROLLER (3)		A51435	11/16/2020	200849		450.00
	001-100-699	LIGHT BAR INSTL (3)		A51435	11/16/2020	200849		750.00
	001-100-699	SHOP SUPPLIES (3)		A51435	11/16/2020	200849		195.00
	001-100-699	LABOR:U #12557, #12558, #1259		A51435	11/16/2020	200849		1,050.00
001	SBM REPORTING LLC	210540	12/01/2020	11/24/2020			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	11/05/20 PLANNING MTG		MB1160	11/12/2020			175.00
001	SECURE NETWORKS LLC	210541	12/01/2020	11/24/2020			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	DELL OPTIPLEX 390 POWER SUPPLY		4375	11/18/2020			100.00
	001-100-559	SHIPPING		4375	11/18/2020			10.00
FUND TOTAL	1 Claims	to	Checks	36 Total	34,469.25 Manual	Held	Total	34,469.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	MID SOUTH UNIFORM & SUPPLY INC	210503	12/01/2020	11/23/2020			1,658.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	SBA SAC CARRIER: ALEXANDER	610745	11/04/2020	200947		150.00	
	156-100-799	BACK PATCH LEGACY POLICE (2)	610745	11/04/2020	200947		10.60	
	156-100-799	ADD VELCRO BACK-POL FLAP (2)	610745	11/04/2020	200947		4.00	
	156-100-799	ADD VELCRO-SIDES (2)	610745	11/04/2020	200947		4.00	
	156-100-799	ADD VELCRO-BADGE LF CHEST (2)	610745	11/04/2020	200947		4.00	
	156-100-799	STANDARD HANDCUFF CASE (2)	610745	11/04/2020	200947		39.90	
	156-100-799	DOUBLE MAG CASE GLK9/40 (2)	610745	11/04/2020	200947		59.90	
	156-100-799	SBA SAC CARRIER: ADKISSON	611168	11/18/2020	200822		150.00	
	156-100-799	SBA SAC CARRIER: THOMAS	611168	11/18/2020	200822		150.00	
	156-100-799	SBA SAC CARRIER: FORREST	611168	11/18/2020	200822		150.00	
	156-100-799	ADD VELCRO EMBLEMS-PATCH (3)	611168	11/18/2020	200822		6.00	
	156-100-799	ADD VELCRO EMBLEMS-BADGE (3)	611168	11/18/2020	200822		6.00	
	156-100-799	ADD VELCRO EMBLEMS-SIDES (3)	611168	11/18/2020	200822		6.00	
	156-100-799	STANDARD HANDCUFF CASE (3)	611168	11/18/2020	200822		59.85	
	156-100-799	DOUBLE MAG CASE GLK9/40 (3)	611168	11/18/2020	200822		89.85	
	156-100-799	SBA ARMOR SX02 LVL 2: THOMAS	611168	11/18/2020	200822		636.00	
	156-100-799	SBA M1 CONCEAL CARRIER:THOMAS	611168	11/18/2020	200822		79.50	
	156-100-799	SOFT TRAUMA PLATE 5X8: THOMAS	611168	11/18/2020	200822		18.55	
	156-100-799	NAME TAPE HOOK: THOMAS	611168	11/18/2020	200822		6.00	
	156-100-799	NAME TAPE HOOK: FORREST	611168	11/18/2020	200822		6.00	
	156-100-799	NAME TAPE HOOK: ADKISSON	611168	11/18/2020	200822		6.00	
	156-100-799	BACK PATCH LEGACY POLICE (3)	611168	11/18/2020	200822		15.90	
156	AUDIOWAVE INC	210524	12/01/2020	11/23/2020			2,180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	INSTL WATCH GUARD EQUIP:U #9	A52520	11/02/2020	200996		450.00	
	156-100-799	INSTL WATCH GUARD EQUIP:U #10	A52520	11/02/2020	200996		450.00	
	156-100-799	INSTL WATCH GUARD EQUIP:U #11	A52520	11/02/2020	200996		450.00	
	156-100-799	SHOP SUPPLIES	A52520	11/02/2020	200996		50.00	
	156-100-799	INSTL NEW CAGE: U #11	A52520	11/02/2020	200996		615.00	
	156-100-799	SHIPPING/HANDLING: NEW CAGE	A52520	11/02/2020	200996		165.00	
FUND TOTAL 156 Claims	to	Checks	2 Total	3,838.05 Manual		Held	Total	3,838.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MPI GO BOND S2019 CONSTRUCTION FUND	210464	12/01/2020	11/19/2020			9,839.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-000-104	TR TIDELANDS REIM: FUND 308		REQ 8	11/12/2020			4,800.00
	171-000-104	TR TIDELANDS REIM: FUND 308		REQ 9	11/12/2020			5,039.05
171	REYNOLDS WHOLESALE CO	210500	12/01/2020	11/23/2020			381.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	JUMBO TISSUE DISPENSER (6)		67824	11/09/2020	210143		137.70
	171-176-779	8" ROLL TOWEL DISPENSER (4)		67824	11/09/2020	210143		180.00
	171-176-779	SOAP DISPENSER (4)		67824	11/09/2020	210143		63.80
171	CODY D DICKERSON	210517	12/01/2020	11/23/2020			4,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	INSTL FASCIA BOARD: LABOR		11232020	11/23/2020	210044		1,380.00
	171-176-779	INSTL 26 GA METAL ROOF: LABOR		11232020	11/23/2020	210044		2,390.00
	171-176-779	SET-UP/BREAK-DOWN/BARRICADE		11232020	11/23/2020	210044		1,130.00
171	MPI GO BOND S2019 CONSTRUCTION FUND	210525	12/01/2020	11/23/2020			215,551.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-000-104	TR TLANDS CONST REIM: F 308		REQ 1	11/23/2020			88,553.39
	171-000-104	TR TLANDS CONST REIM: F 308		REQ 2	11/23/2020			126,998.47
FUND TOTAL 171 Claims	to	Checks	4 Total	230,672.41	Manual	Held	Total	230,672.41

Docket of Claims
Release date from 12/01/2020 thru 12/01/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	210526	12/01/2020	11/23/2020			1,652.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2020	11/23/2020			1,652.39
FUND TOTAL 172 Claims	to	Checks	1 Total	1,652.39 Manual		Held	Total	1,652.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	210440	12/01/2020	11/16/2020			204.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICES		2284972244	10/14/2020			204.48
176	AD2 INC	210447	12/01/2020	11/16/2020			501.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE NOV 2020		3691	11/16/2020			36.50
	176-170-699	SHOPPING CART		3691	11/16/2020			115.00
	176-170-699	WEB SITE MAINT: 10/15-11/14		3691	11/16/2020			350.00
176	AT&T	210483	12/01/2020	11/23/2020			73.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	NOV 2020: SSP INTERNET		285615432	11/11/2020			73.45
FUND TOTAL 176 Claims	to	Checks	3 Total	779.43 Manual		Held	Total	779.43

Docket of Claims
Release date from 12/01/2020 thru 12/01/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-763	210495	12/01/2020	11/23/2020			3,108.00	
		Description CONST PH SERVICES		Invoice # 1100609	Date 11/20/2020	P.O.	Amount	3,108.00
FUND TOTAL 303 Claims	to	Checks	1 Total	3,108.00	Manual	Held	Total	3,108.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	SEYMOUR ENGINEERING PLLC	210497	12/01/2020	11/23/2020			637.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-093-699	ENVIRO ASSESSMENT		7839	11/23/2020			637.50
FUND TOTAL 309 Claims	to	Checks	1 Total	637.50	Manual		Held	Total 637.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	210439	12/01/2020	11/16/2020			118.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	11/06/2020			118.71
400	MSC 7511	210444	12/01/2020	11/16/2020			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV3937500	11/09/2020			166.49
400	FUELMAN	210446	12/01/2020	11/16/2020			51.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59154147	11/16/2020			51.93
400	COG DEPOSITORY ACCOUNT	210465	12/01/2020	11/19/2020			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		11092020	11/09/2020			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		11092020	11/09/2020			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		11092020	11/09/2020			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		11092020	11/09/2020			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		11092020	11/09/2020			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		11092020	11/09/2020			9,665.99
400	ENGEL ELECTRIC LLC	210469	12/01/2020	11/19/2020			722.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR CONTL PANEL: B PIERRE LS		11122020	11/12/2020			722.80
400	2018-2019 BOND DEBT SERVICE FUND	210471	12/01/2020	11/19/2020			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2020: 2018 BOND DS		12012020	12/01/2020			25,000.00
400	2018-2019 BOND DEBT SERVICE FUND	210472	12/01/2020	11/19/2020			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2020: 2019 BOND DS		12012020	12/01/2020			32,000.00
400	ARISTA INFORMATION SYSTEMS INC	210473	12/01/2020	11/19/2020			3,544.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2020 STATEMENTS		30774	11/13/2020			1,144.10
	400-650-698	OCT 2020 POSTAGE		1425202011	10/15/2020			2,400.00
400	MISSION COMMUNICATIONS LLC	210474	12/01/2020	11/19/2020			260.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CIRCUIT BOARD: HASTINGS LS		1046374	11/09/2020			250.00
	400-651-584	FREIGHT: EMERGENCY PURCHASE		1046374	11/09/2020			10.00
400	FUELMAN	210493	12/01/2020	11/23/2020			103.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59183222	11/23/2020			103.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSISSIPPI 811 INC Account Number 400-651-698	210494	12/01/2020	11/23/2020			3,744.40	
		Description		Invoice #	Date	P.O.	Amount	
		2021 BILLING (1628)		210372	11/17/2020			3,744.40
400	SEYMOUR ENGINEERING PLLC Account Number 400-650-603	210496	12/01/2020	11/23/2020			1,758.75	
		Description		Invoice #	Date	P.O.	Amount	
		GEN ENG: SEWER-DRAINAGE		7840	11/23/2020			1,758.75
400	CAN'T MISS EMBROIDERY Account Number 400-650-535	210499	12/01/2020	11/23/2020			103.95	
		Description		Invoice #	Date	P.O.	Amount	
		CITY LOGO TEES (27): M/R		24943	11/18/2020	210119		103.95
400	PRO-LOCK LOCKSMITH SERVICE Account Number 400-651-584 400-651-581	210511	12/01/2020	11/23/2020			472.00	
		Description		Invoice #	Date	P.O.	Amount	
		#3 PADLOCKS (30):LIFT STATIONS		210141	11/05/2020	210141		360.00
		#1 PADLOCKS (8): WATER WELLS		210141	11/05/2020	210141		112.00
400	CITY ELECTRIC SUPPLY CO Account Number 400-651-767	210514	12/01/2020	11/23/2020			268.80	
		Description		Invoice #	Date	P.O.	Amount	
		12 VDC 5AHR (12): SCADA UNITS		PAS/069227	11/05/2020	210120		268.80
400	CORE & MAIN LP Account Number 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581	210518	12/01/2020	11/23/2020			420.86	
		Description		Invoice #	Date	P.O.	Amount	
		5/8X3/4 BMV PJCTSX NL (6)		N289376	11/10/2020	210052		292.56
		1 PVC S40 CPLG HXH (24)		N289376	11/10/2020	210052		10.80
		1-1/4X2 BRASS NIPPLE NL (12)		N289376	11/10/2020	210052		50.76
		3/4XCL BRASS NIPPLE NL (3)		N289379	11/10/2020	210002		6.30
		2X4 BRASS NIPPLE NL (4)		N320548	11/12/2020	210052		60.44
FUND TOTAL 400 Claims to		Checks	16 Total	112,163.05	Manual	Held		Total 112,163.05

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	36 Total	34,469.25 Manual	Held	Total	34,469.25
FUND 156 Claims	to	Checks	2 Total	3,838.05 Manual	Held	Total	3,838.05
FUND 171 Claims	to	Checks	4 Total	230,672.41 Manual	Held	Total	230,672.41
FUND 172 Claims	to	Checks	1 Total	1,652.39 Manual	Held	Total	1,652.39
FUND 176 Claims	to	Checks	3 Total	779.43 Manual	Held	Total	779.43
FUND 303 Claims	to	Checks	1 Total	3,108.00 Manual	Held	Total	3,108.00
FUND 309 Claims	to	Checks	1 Total	637.50 Manual	Held	Total	637.50
FUND 400 Claims	to	Checks	16 Total	112,163.05 Manual	Held	Total	112,163.05
Total for all Funds			Checks	64 Total	387,320.08 Manual	Held	Total 387,320.08

Councilwoman Martin made the motion to approve Consent Agenda Items 1-4, as presented. Mayor Torjusen seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 491-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 are hereby approved.

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

Motion was made by **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 December 1, 2020.

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

RESOLUTION NUMBER 090-2020

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 **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 December 1, 2020.

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

RESOLUTION NUMBER 091-2020

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN EQUIPMENT, OFFICE FURNITURE, AND OTHER MISCELLANEOUS ITEMS FROM THE CITY OF GAUTIER'S INVENTORY, AND TO DECLARE SURPLUS

WHEREAS, the City Clerk Department is requesting the following equipment and furniture be removed from inventory and declared surplus:

Book Shelf - Asset # 791
Small Desk - Asset #786
Large Desk - Asset #785
Proform Treadmill - Asset #1946 & #2215
Dryer - Asset #2248
Old Radio Chargers

Rolling Wood Desk - Asset #784
TV Stand - Asset #822
Dell C521Tower - Asset #1908
6 Gallon Vacuum - Asset #2295
Batteries for Jaws of Life

WHEREAS, the Mayor and Members of the Council have determined that given the relative age and condition, 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 items described above are 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 **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**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 1st of December, 2020.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 11/16/2020
Subject: Resolution removing broken equipment and office furniture from inventory and declare surplus.

REQUEST:

City Council authorization is requested for the Fire Department to remove the following office furniture, exercise equipment, appliances and other miscellaneous items from the City of Gautier's inventory located at the Fire Department and declare the equipment surplus. The office furniture is a book shelf asset number 791, small desk asset number 786, rolling wood desk asset number 784, TV stand asset number 822, large desk asset number 785. They have moisture in the wood and are moldy. Office equipment is a Dell C521 tower asset number 1908. The exercise equipment is a Proform treadmill asset number 1946 and a Proform treadmill asset number 2215. The appliances is a dryer asset number 2248 and a 6 gallon vacuum asset number 2295. These items are broken and do not work. The miscellaneous items are batteries for Hurst Jaws of Life and old radio chargers that will not hold a charge any longer. These are not on the inventory spreadsheet.

BACKGROUND:

The Fire Department has determined that the items are no longer in working order. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

The furniture is wet and moldy, the exercise equipment broken and the office equipment and appliances are broken and cannot be repaired.

RECOMMENDATION:

The Fire Department staff recommends that City Council authorize the removal of these items listed from inventory so the inventory spreadsheet can be updated and items can be surplus.

ATTACHMENTS:

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

RESOLUTION NUMBER 092-2020

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING A FIRE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR TRAINING UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Fire Department is requesting a 1999 Chevy Tahoe, VIN#1GNEC13R8XJ455722 (Inventory Control #2272) be removed from inventory and insurance coverage, and authorization for same to be used for training purposes until such time as it can be deemed surplus;

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for training is the best use of said vehicle, and is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that the 1999 Chevy Tahoe is hereby removed from inventory, removed from insurance coverage, and authorized to be used for training purposes until such time as it can be deemed 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 **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**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 1st day of December, 2020.

PHIL TORJUSEN, 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 December 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 11/19/2020
Subject: Authorization to remove 1999 Chevy Tahoe from the Fire Department's inventory and insurance and authorize vehicle to be used for the Fire Department training.

REQUEST:

City Council authorization is requested by the Gautier Fire Department to remove a 1999 Chevy Tahoe, VIN #1GNEC13R8XJ455722, inventory asset number 2272, from inventory, remove from insurance coverage and authorize vehicle to be used as training purposes for rescue until such time as it can be deemed surplus.

BACKGROUND:

The Fire Department has determined that, given the age and condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used as training purposes for rescue until such time it can be declared surplus.

DISCUSSION:

The 1999 Chevy Tahoe is 21 years old and is not in running order. Due to age and condition it is not in the best interest for the City of Gautier to repair it. The Fire Department trains on cutting up the vehicle to learn rescue of trapped persons. It would be in the best interest of the City of Gautier to use this vehicle for that training.

RECOMMENDATION:

Fire Department staff recommends that City Council authorize the removal of this vehicle from inventory and insurance and authorize vehicle to be used in training purposes until such time as it can be deemed surplus.

ATTACHMENTS:

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

ORDER NUMBER 492-2020

WHEREAS, on November 24, 2020, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2021 Tidelands grant award in the amount of \$100,000 for the Mary Walker Bayou Parks Project; and

WHEREAS, the goal of the Mary Walker Bayou Parks Project is to provide innovative public access opportunities to the general public for recreational purposes, and this goal can be met through continued work to build amenities at City Park and Town Commons Park; 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 FY2021 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$100,000.00.

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 **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 December 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 11/24/2020
Subject: FY2021 Tidelands Grant Agreement - Mary Walker Bayou Parks Project (FY21-P618-01)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2021 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$100,000.

BACKGROUND:

On November 24, 2020, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2021 Tidelands grant award in the amount of \$100,000.00 for the Mary Walker Bayou Parks Project. This project, which affects Town Commons and City Park, was previously known as the City Park Community Center Phase III Project and has been ongoing for several years.

DISCUSSION:

The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. This goal can be met through continued work to build amenities at City Park and Town Commons Park.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2021 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$100,000.

The City Council may:

- 1) Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2021 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$100,000; or
- 2) Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2021 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$100,000.

ATTACHMENTS:

1. Grant Agreement

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement****City of Gautier****FISCAL YEAR 2020**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1726 2020 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ **100,000.00** for the Mary Walker Bayou Parks Project, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1726 2020 Regular Session Mary Walker Bayou Parks Project and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 31, 2021, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
 - Final project design and budget
 - Description of Work Completed
 - Benefits to the public and community
 - Milestones for Completion
 - Visual presentation (photographs) of project
 - Funds expended (to include Tidelands and Matching Funds)
 - Narrative description of project
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2021 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

2. cancel the stop work order; or,
3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

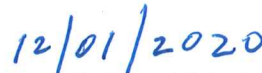

 Joe Spraggins (Nov 24, 2020 13:32 CST)

Joe Spraggins, Executive Director
 Department of Marine Resources


 Phil Torjusen, Mayor

Nov 24, 2020

 Date


 12/01/2020

 Date

Grant Agreement 11-23-2020

Final Audit Report

2020-11-24

Created:	2020-11-24
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABWk-0HB6Fv6V7c8WUuY9FCG4onoiMxk5

"Grant Agreement 11-23-2020" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)
2020-11-24 - 6:04:04 PM GMT - IP address: 69.60.32.16
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature
2020-11-24 - 6:04:42 PM GMT
-  Email viewed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
2020-11-24 - 7:31:52 PM GMT - IP address: 166.137.19.36
-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2020-11-24 - 7:32:11 PM GMT - Time Source: server- IP address: 166.137.19.36
-  Agreement completed.
2020-11-24 - 7:32:11 PM GMT

During Council Comments, a discussion was held between Mayor and Council regarding the installation of temporary speed bumps, signs indicating speed bumps, and speed limit signs along Hickory Hills Drive, Pine Cone, and Lagrange.

Councilman Colledge made the motion to temporarily install speedbumps along Hickory Hills Drive, Pine Cone, and Lagrange, per the attached map, for the duration of the bridge construction project on Martin Bluff Road. 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 493-2020

WHEREAS, due to the temporary closure of Martin Bluff Road associated with bridge construction, several streets along the detour route, including Hickory Hill, Pine Cone, and Lagrange, are experiencing high volumes of detoured traffic; and

WHEREAS, the Mayor and City Council, upon the recommendation of the Police Chief, find that the high volume of traffic in these residential areas requires additional safety precautions, such as temporary speed bumps; and

WHEREAS, the Mayor and City Council also find that such temporary speed bumps are necessary to preserve good order and to prevent injury to public and private property; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that temporary speed bumps are hereby authorized and approved in substantial accordance with the attached document.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 1, 2020





Fairway Dr

Pine Cone Dr

Enarc Dr

Pascagoula River

Enarc Dr

Pine Cone Dr

Enarc Dr

Coast Tackle Service

Pine Cone Dr

Fairway Villa Dr

Pascagoula River

Kings Ct

Pine Cone Dr

Pine Cone Dr

Pine Cone Dr

Spanish Oak Dr

Hickory Hill Dr

Hickory Hill Dr

Powells Point Dr

Hickory Hill Country Club

Hickory Hill Golf Course

Councilwoman Martin made the motion to Recess until December 15, 2020 at 6:30 pm.
Mayor Torjusen 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 December 15, 2020.

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

Council Meeting:
Title:

December 15, 2020
Approval to renew a Rental Agreement with Pitney Bowes, Inc.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval to renew a Rental Agreement with Pitney Bowes, Inc. for the postage machine in the quarterly amount of \$537.54. The total annual increase is \$458.28.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the City desires to renew the lease with Pitney Bowes, Inc. for the rental of a postage machine in order to increase efficiency through automation and reducing the amount of individual-piece handling of mail;

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 Rental Agreement with Pitney Bowes for the rental of a postage machine in the quarterly amount of \$537.54.

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 December 15, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 12/1/2020
Subject: Approval for renewal of Rental Agreement with Pitney Bowes, Inc. for a mailing machine

REQUEST:

City Council authorization is requested for the City of Gautier to accept the renewal agreement for the mailing machine between City of Gautier and Pitney Bowes, Inc. in the amount of \$179.18 monthly or billed quarterly at \$537.54. The monthly increase is \$38.19.

BACKGROUND:

Pitney Bowes, Inc. has provided a postage machine to the City of Gautier in order to increase efficiency through automation and reducing the amount of individual-piece handling of mail.

DISCUSSION:

None

RECOMMENDATION:

Based on the attached information from Pitney Bowes, Inc. City staff recommends that City Council authorize the renewal agreement for the mailing machine in the amount of \$179.18 or billed quarterly in the amount of \$537.54.

ATTACHMENTS:

1. Pitney Bowes Rental Agreement 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 Pitney Bowes (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 David Gobbel
Title Government Account Manager
Address PO Box 12262
City, State, & Zip Code MS 39236

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 30TH day of NOVEMBER, 2020.

Vendor: Pitney Bowes

By: JACOB LEONARD
Authorized Signature

Printed Name: JACOB LEONARD

Title: Government Account Manager

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: 820051340

Company Name: Pitney Bowes

Customer Agency Name: CITY OF GAUTIER

Bill to Address: PO BOX 670, GAUTIER, MS 39553-0670 United States

Ship to Address: 3330 HIGHWAY 90, GAUTIER, MS 39553-5124 United States

Description of Equipment, Software, or Services

Price 179.18 A MONTH

7H00 - IMI SERIES METER

STD SLA - STANDARD SERVICE LEVEL AGREEMENT

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 60 MONTHS

Start Date: 1/20/21

End Date: 1/19/2026

Modifications: _____

Vendor Signature

JACOB LEONARD
Customer Signature

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting: December 15, 2020
Title: Acceptance of a Certificate of Attendance from the Mississippi Municipal Court Clerk Conference for Michael Steward, Gautier Municipal Court Clerk

Introduced by:
Contact Person/Telephone Teresa L Montgomery

Summary Explanation: Acceptance of a Certificate of Attendance from the Municipal Court Clerk Conference held virtually via Zoom, September 16-18, 2020 for Michael Steward, Gautier Municipal Court Clerk pursuant to Miss. Code Ann. § 21-23-12 (2020).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2020

WHEREAS, the Court Clerk, Michael Steward attended the Municipal Court Clerk Conference held virtually via Zoom, September 16-18, 2020, and pursuant to statute, the Certification of Attendance must be accepted by the City Council;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Attendance from the Municipal Court Clerk Conference held virtually via Zoom, September 16-18, 2020 for Michael Steward, Gautier Municipal Court Clerk is hereby accepted.

IT IS FURTHER ORDERED that the certificate of completion shall be made a permanent record of the minutes of the City Council in the municipality from which the municipal clerk is appointed. Miss. Code Ann. § 21-23-12.

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 December 15, 2020.



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to
Michael Steward

for having attended the
2020 MUNICIPAL COURT CLERK CONFERENCE
Via Zoom

September 16-18, 2020
conducted by the
Mississippi Judicial College

Duplicate Copy

Nancy Daniel
Program Manager

[Signature]
Director

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

December 15, 2020
Receive September 2020 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive September 2020 Finance Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2020

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

SEP 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,264,578.89
MS Development Loan Katrina	Depository Account	007-000-001	
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$300,726.66
U S Justice Equitable Sharing	Depository Account	157-000-001	\$86,273.95
Fire Protection Fund	Depository Account	160-000-001	\$251,814.17
Tidelands Grant	Depository Account	171-000-001	\$24,960.95
Library Support Fund	Depository Account	172-000-001	\$6,902.63
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$60,478.75
USDA NRCS EWP Program	Depository Account	300-000-001	\$43,916.51
Pine Cone Drive Spillway	Depository Account	301-000-001	
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$452,086.65
Solid Waste Fund	Depository Account	404-000-001	\$104,760.37
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$5,599,482.96
General Depository Reconciled Cash Balance			\$5,598,702.50

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$129,112.00
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$513.50
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,554,525.81
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,731,713.83
Enterprise Reconciled Cash Balance			\$3,727,950.69

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,291,177.51
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$422,802.46
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,115.37
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$20,391.77
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$20,391.77
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$491,891.91
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$2,977,091.50
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$38,564.34
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$7,033,148.46
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$272,354.36
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$810,709.61
Total Bond & Restricted Reconciled Cash Balances			\$14,101,639.06

SEP 2020
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2020	SEP 2020	Balance	100.0% % to date
General Fund Revenues	10,562,706.00	10,896,268.60	(333,562.60)	103.1%
Expenditures:				
001 Legislative	172,865.00	168,067.40	4,797.60	97.2%
010 City Court	321,259.00	267,175.29	54,083.71	83.1%
021 City Manager	253,109.00	237,158.32	15,950.68	93.6%
022 Human Resources	64,635.00	62,568.48	2,066.52	96.8%
040 City Clerk	232,877.00	222,057.42	10,819.58	95.3%
045 Finance	277,960.00	276,473.83	1,486.17	99.4%
060 City Attorney	126,000.00	120,284.58	5,715.42	95.4%
090 Economic Dev - Planning	373,274.00	349,504.35	23,769.65	93.6%
092 Building & General Expenses	613,600.00	561,699.40	51,900.60	91.5%
094 Grants & Project Admin	197,862.00	188,452.08	9,409.92	95.2%
100 Police	3,683,650.00	3,329,648.27	354,001.73	90.3%
161 Fire	2,650,678.00	2,294,373.61	356,304.39	86.5%
170 Recreation	590,586.00	515,038.40	75,547.60	87.2%
201 PW: Streets	264,000.00	134,193.40	129,806.60	50.8%
205 PW: Maintenance	232,837.00	214,623.08	18,213.92	92.1%
900 Interfund Transfers	911,713.00	816,996.86	94,716.14	89.6%
General Fund Expenditures	10,966,905.00	9,758,314.77	1,208,590.23	88.9%
<i>Total Operating Expenditures</i>	<i>9,643,922.00</i>	<i>8,563,446.48</i>	<i>1,080,475.52</i>	
<i>Total Capital Outlay Expenditures</i>	<i>304,000.00</i>	<i>270,604.27</i>	<i>33,395.73</i>	
<i>Total Debt Service</i>	<i>107,270.00</i>	<i>107,267.16</i>	<i>2.84</i>	
<i>Total Transfers Out</i>	<i>911,713.00</i>	<i>816,996.86</i>	<i>94,716.14</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>10,966,905.00</i>	<i>9,758,314.77</i>	<i>1,208,590.23</i>	
<i>Personnel</i>	<i>7,565,912.00</i>	<i>7,031,044.49</i>	<i>534,867.51</i>	
<i>Supplies</i>	<i>544,912.00</i>	<i>334,462.57</i>	<i>210,449.43</i>	
<i>Other Services</i>	<i>1,533,098.00</i>	<i>1,197,939.42</i>	<i>335,158.58</i>	
<i>Capital Outlay</i>	<i>304,000.00</i>	<i>270,604.27</i>	<i>33,395.73</i>	
<i>Debt Service</i>	<i>107,270.00</i>	<i>107,267.16</i>	<i>2.84</i>	
<i>Interfund Transfers for DS</i>	<i>911,713.00</i>	<i>816,996.86</i>	<i>94,716.14</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>10,966,905.00</i>	<i>9,758,314.77</i>	<i>1,208,590.23</i>	

SEP 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of SEP 2020	Balance	100.0% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,000.00	279,911.95	88.05	99.9%
Expenditures	280,394.00	280,343.75	50.25	99.9%
013 TE-Downtown Revitalization				
Revenues	40,971.45	40,971.45	0.00	100.0%
020 Allen Road Widening				
Revenues	46,324.00	46,323.96	0.04	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	0.00	2,983.43	
128 Martin Bluff Road Project				
Expenditures	102,012.64	102,012.64	0.00	100.0%
130 \$7M GO Bond - Capital Improvements				
Revenues	4,356,310.71	518,621.34	3,837,689.37	11.9%
Expenditures	5,662,781.58	535,248.17	5,127,533.41	9.4%
156 SE MS METRO TASK FORCE				
Revenues	320,914.60	320,915.04	(0.44)	100.0%
Expenditures	320,914.60	21,174.18	299,740.42	6.5%
157 US Justice Equitable Sharing				
Revenues	207,649.60	1,440.00	206,209.60	0.6%
Expenditures	360,041.60	311,173.84	48,867.76	86.4%
160 Fire Protection Fund				
Revenues	109,000.00	112,041.77	(3,041.77)	102.7%
Expenditures	185,991.43	102,753.70	83,237.73	55.2%
171 Combined Tidelands Grant				
Revenues	358,148.07	163,620.75	194,527.32	45.6%
Expenditures	326,065.15	106,576.88	219,488.27	32.6%
172 Library Support Fund				
Revenues	121,494.00	116,146.28	5,347.72	95.5%
Expenditures	121,494.00	121,492.59	1.41	99.9%
176 Shepard State Park				
Revenues	105,320.00	99,218.50	6,101.50	94.2%
Expenditures	145,057.00	112,576.45	32,480.55	77.6%
250 2018 W&S Bond Debt Service				
Revenues	352,000.00	255,009.66	96,990.34	72.4%
Expenditures	286,782.00	286,781.26	0.74	99.9%

**SEP 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2020	As of SEP 2020	Balance	100.0% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	24,758.00	13,001.37	11,756.63	52.5%
Expenditures	9,758.00	9,613.80	144.20	98.5%
252 2019 W&S Bond Debt Service				
Revenues	308,800.00	308,610.37	189.63	99.9%
Expenditures	308,800.00	0.00	308,800.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	438,294.00	438,311.17	(17.17)	100.0%
Expenditures	438,294.00	2,161.84	436,132.16	0.4%
300 USDA-NRCS EWP				
Revenues	176,191.78	132,973.25	43,218.53	75.4%
Expenditures	161,250.00	108,863.90	52,386.10	67.5%
301 Pine Cone Drive Spillway				
Expenditures	43,160.53	43,160.53	0.00	100.0%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	602,012.64	102,012.64	500,000.00	16.9%
Expenditures	1,002,864.25	53,423.39	949,440.86	5.3%
304 Town Commons Park Project				
Revenues	1,107,590.98	166,176.60	941,414.38	15.0%
Expenditures	3,231,404.17	296,426.10	2,934,978.07	9.1%
305 S2019 MPI GO Bond Construction Fund				
Revenues	214,841.00	65,357.98	149,483.02	30.4%
Expenditures	322,244.48	254,007.54	68,236.94	78.8%
306 Welcome Center PII (SSP)				
Revenues	225,591.30	221,200.00	4,391.30	98.0%
Expenditures	522,316.30	517,826.25	4,490.05	99.1%
307 Bacot Park Improvements				
Revenues	0.00	12,926.33	(12,926.33)	
Expenditures	1,687,250.00	93,500.00	1,593,750.00	5.5%
308 Boardwalk - Shepard State Park				
Revenues	482,059.00	23,700.00	458,359.00	4.9%
Expenditures	677,509.00	456,104.25	221,404.75	67.3%
350 Elevated Water Tank				
Revenues	591,000.00	591,000.00	0.00	100.0%
Expenditures	1,216,012.00	1,123,050.00	92,962.00	92.3%
351 Bemis Sewer Project				
Revenues	382,383.58	382,383.58	0.00	100.0%
Expenditures	580,701.65	580,701.65	0.00	100.0%

SEP 2020
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2020	As of SEP 2020	Balance	100.00% % to date
352 2018 Bond General Construction/Admin				
Revenues	840,371.70	832,409.09	7,962.61	99.0%
Expenditures	1,277,225.70	0.00	1,277,225.70	
353 Hwy 57 Utility Line Relocation				
Revenues	229,805.70	323,257.35	(93,451.65)	140.6%
Expenditures	1,194,822.00	1,122,293.35	72,528.65	93.9%
354 Robinson Still Road Utility Extension				
Revenues	0.00	0.00	0.00	
Expenditures	565,898.00	565,898.00	0.00	100.0%
355 Water Supply & Treatment Plant				
Revenues	5,486,506.00	5,486,506.00	0.00	100.0%
Expenditures	5,986,306.00	472,130.72	5,514,175.28	7.8%
358 2019 Bond General Construction/Admin				
Revenues	6,030,400.00	6,030,399.75	0.25	99.9%
Expenditures	6,030,400.00	6,030,399.75	0.25	99.9%
360 OST-GV SEWER IMPROVEMENTS				
Revenues	2,327,950.00	368,872.60	1,959,077.40	15.8%
Expenditures	2,327,950.00	380,845.60	1,947,104.40	16.3%
404 Solid Waste Fund				
Revenues	1,586,240.00	1,559,767.58	26,472.42	98.3%
Expenditures	1,625,240.00	1,624,701.98	538.02	99.9%
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	8,725.00	47,562.52	15.5%
497 DS Fund: 2013 SO Bond				
Revenues	5,200.00	2,029.51	3,170.49	39.0%
Expenditures	6,000.00	2,895.50	3,104.50	48.2%

**SEP 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2020	SEP 2020	Balance	100.0% % to date
Utility Fund Revenues	9,001,000.00	9,063,588.25	(62,588.25)	100.6%
Administration	2,916,183.00	2,836,854.57	79,328.43	97.2%
Water & Sewer O & M	3,286,002.00	3,048,253.06	237,748.94	92.7%
Debt Service	1,077,284.00	1,072,254.81	5,029.19	99.5%
Transfers	1,516,808.00	1,516,808.00	0.00	100.0%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,996,277.00	8,474,170.44	522,106.56	94.1%
<i>Total Operating Expenditures</i>	<i>6,080,185.00</i>	<i>5,800,722.65</i>	<i>279,462.35</i>	
<i>Total Capital Outlay Expenditures</i>	<i>122,000.00</i>	<i>84,384.98</i>	<i>37,615.02</i>	
<i>Total Debt Service</i>	<i>1,077,284.00</i>	<i>1,072,254.81</i>	<i>5,029.19</i>	
<i>Total Interfund Transfers</i>	<i>1,516,808.00</i>	<i>1,516,808.00</i>	<i>0.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>8,996,277.00</i>	<i>8,474,170.44</i>	<i>522,106.56</i>	
 <i>Personnel</i>	 <i>418,444.00</i>	 <i>412,245.69</i>	 <i>6,198.31</i>	
<i>Supplies</i>	<i>269,000.00</i>	<i>194,562.69</i>	<i>74,437.31</i>	
<i>Other Services</i>	<i>5,392,741.00</i>	<i>5,193,914.27</i>	<i>198,826.73</i>	
<i>Capital Outlay</i>	<i>122,000.00</i>	<i>84,384.98</i>	<i>37,615.02</i>	
<i>Debt Service</i>	<i>1,077,284.00</i>	<i>1,072,254.81</i>	<i>5,029.19</i>	
<i>Interfund Transfers</i>	<i>1,516,808.00</i>	<i>1,516,808.00</i>	<i>0.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>8,996,277.00</i>	<i>8,474,170.44</i>	<i>522,106.56</i>	

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 15, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
