

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 16, 2021 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. "Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property**
- 2. Can't Stop the Music (Featuring Serabee) will be March 13th from 6:00pm - 8:00pm at the Singing River Mall Property**
- 3. Drive - In Movie Night (Featuring the Lion King) will be March 26th starting at 7:00pm at the Singing River Mall Property**

IV. Presentation Agenda

V. Business Agenda

- 1. Approval of an Ordinance prohibiting obstruction of public streets at railway crossings.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration of a request for a ten-foot (10') variance to side yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 725 Susan Circle, Gautier, MS (GPC #20-27-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65 acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request to appoint replacements for Ward 3 and At-Large Planning Commissioners.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Approval of FY 2021 Budget Amendments

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Approval of a Professional Consulting Services Agreement between the City of Gautier and Blackwater Consulting, LLC

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

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

1. Approval of Minutes from Regular Council Meeting held February 2, 2021
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19
3. Approval to renew the Agreement between the City of Gautier and Jackson County regarding Public Defender Services
4. Authorization to approve the purchase for TLOxp services for the City of Gautier's Detective Division.

5. **Approval to renew and extend the Agreement between the City of Gautier and Cogent Strategies, LLC**
6. **Designate the Applicant's Agent for the City of Gautier's Hurricane Zeta projects and authorize execution of the State-Local Disaster Assistance Agreement**
7. **Resolution to approve naming the Shepard State Park General Store the John O. Read General Store**
8. **Approval of water and sewer adjustments dated February 2021 in the amount of \$23,879.63**
9. **Receive December 2020 Finance Report**
10. **Approval of Agreement with C-Spire for cellular and WiFi service to patrol laptops to be installed in police units**
11. **Receive January 2021 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 March 2, 2021 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
February 16, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. "Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property
2. Can't Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm – 8:00pm at the Singing River Mall Property
3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property

NOTES:



GAUTIER PRESENTS

TASTY THURSDAY!



**GOOD EATS FROM AWESOME
FOODS TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY – TRUE WINGS– TONY'S
SMOKEHOUSE– THE SCRATCH KITCHEN– TWISTED MAGNOLIA,
TOBY'S SUBS, KEEPIN' IT TASTY, KLASSY WRAPPERS**

**25
FEB
11 AM**

**SINGING RIVER
MALL PROPERTY**

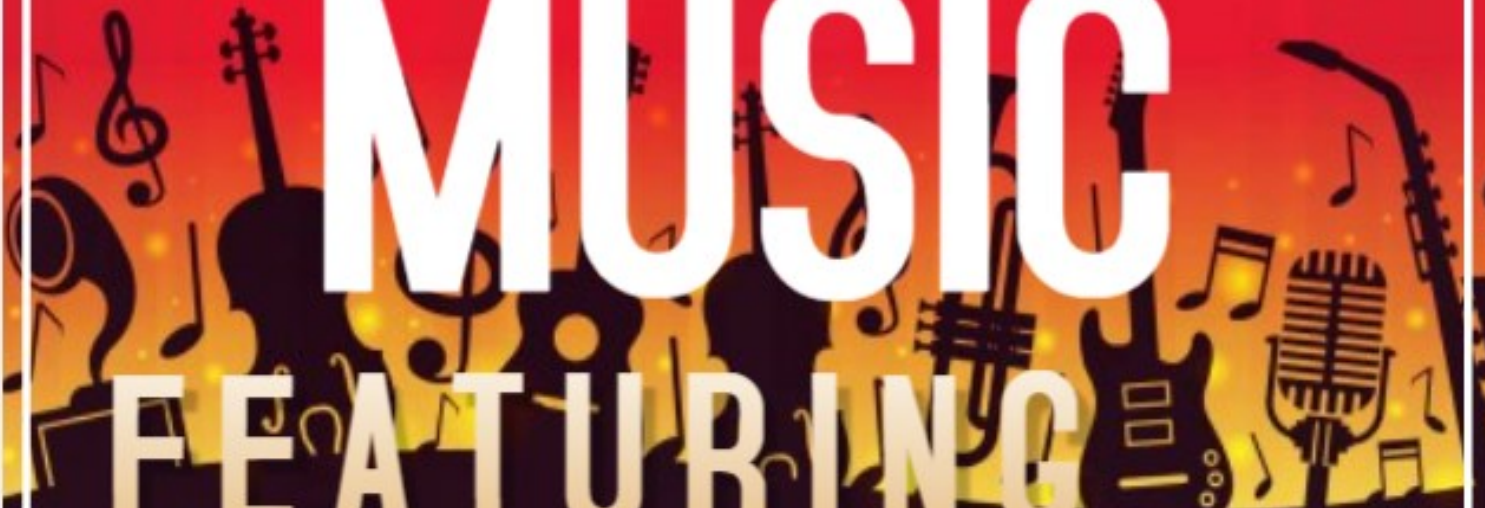
2800 HWY 90 GAUTIER, MS

FREE EVENT

CITY OF GAUTIER PRESENTS

CAN'T STOP THE

MUSIC
FEATURING

A collage of musical instruments and notes in yellow and orange tones, including a violin, guitar, microphone, and various musical notes, set against a red and orange gradient background.

SERABEE

2021 SATURDAY MARCH 13TH
6:00 PM UNTIL 8:00PM

.....
SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

FREE EVENT



DRIVE IN MOVIE NIGHT

Featuring The Lion King

**March
26th**

7pm



**SR Mall Property
2800 Hwy 90**



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
February 16, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

February 16, 2021
**Approval of an Ordinance prohibiting obstruction
of public streets at railway crossings**

Introduced by:
Contact Person/Telephone

Josh Danos 497-8000

Summary Explanation: Approval of an Ordinance prohibiting obstruction of public streets at railway crossings

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDINANCE NUMBER ____-2021

**ORDINANCE PROHIBITING OBSTRUCTION
OF PUBLIC STREETS AT RAILROAD CROSSINGS**

**AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AMENDING
“CHAPTER 15: OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF
ORDINANCES OF THE CITY OF GAUTIER, TO PROHIBIT OBSTRUCTION OF PUBLIC
STREETS AT RAILROAD CROSSINGS**

WHEREAS, is hereby found and determined that extended obstruction of public streets at railroad crossings should be prohibited.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
GAUTIER, MISSISSIPPI:**

SECTION 1. Article IV of “Chapter 15: Offenses and Miscellaneous Provisions” of the Gautier Code of Ordinances shall be enacted as follows:

ARTICLE IV

Section 15-54. Obstruction of Public Streets at Railroad Crossings

- (a) *Obstruction of Public Streets at Railroad Crossings.* It shall be unlawful for any locomotive or train of cars to be stopped or left standing on any railroad crossing so as to prohibit or restrict the movement of automotive or vehicular traffic for a period of time in excess of five (5) minutes.
- (b) *Fines and penalties.* A citation shall be issued to the offender and the person shall be subject to a fine of not less than \$100.00 and not more than \$1,000.00 plus any assessments. Violators shall not be subject to arrest or imprisonment for violation of this section, however, the municipal court shall have full authority to enforce its orders, judgments and sentences.

SECTION 2. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 4. This ordinance shall become effective thirty (30) days after passage and publication.

Thereupon, upon motion duly made by **Councilman** _____, seconded by **Councilman** _____ to adopt the foregoing ordinance and received the following votes:

AYES:

NAYS:

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the ____th day of _____, 2020.

Phil Torjusen, Mayor

Attest: _____
Teresa Montgomery
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Josh Danos, City Attorney
Date: February 11, 2021
Subject: Approval of an Ordinance prohibiting obstruction of public streets at railway crossings

REQUEST:

At the request of staff, the City Attorney has prepared an Ordinance prohibiting obstruction of public streets at railway crossings.

BACKGROUND:

Citizens have expressed concerns about railway crossings being blocked by trains for long lengths of time. The attached ordinance will prohibit such obstructions at railroad crossings for excessive periods.

DISCUSSION:

This ordinance enables a citation to be issued to the offender that restricts the movements of any automotive or vehicular traffic for a period of time in excess of five minutes. The person will be subjected to a fine of not less than \$100.00 and not more than \$1,000.00 plus any assessments.

RECOMMENDATION:

The City Attorney recommends that the City Council approve the ordinance prohibiting obstruction of public streets at railway crossings.

The Council May:

1. Approve the ordinance prohibiting obstruction of public streets at railway crossings; or
3. Not approve the ordinance prohibiting obstruction of public streets at railway crossings.

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting: February 16, 2021
Title: Consideration of a request for a ten-foot (10') variance to side yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 725 Susan Circle, Gautier, MS (GPC #20-27-VAR)

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

Summary Explanation: Consideration of a request for a ten-foot (10') variance to side yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 725 Susan Circle, Gautier MS (PID #81807165.000) (GPC #20-27-VAR). The application fee is \$175.00 was paid on November 19, 2020. All public notice requirements have been met.

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 000-2021

WHEREAS, the homeowner of 725 Susan Circle, (PID# 81807165.000) has requested a variance to allow a ten-foot (10') 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 at the side property line. The required setback is ten feet (10'). The applicant is seeking a Variance of ten feet (10') to minimum side yard setback requirements; and

WHEREAS, the property owner requests a variance to the minimum side yard setbacks for accessory structures from ten feet (10') to zero feet (0') to allow an RV cover/carport that was built with an active 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 February 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 2/8/2021
Subject: Consideration of a request for a ten-foot (10') variance to side yard set-back requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 725 Susan Circle, Gautier, MS (GPC #20-27-VAR)

REQUEST:

The Planning Department has received a request from James P. Hedrick, Jr. for a ten foot (10') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 725 Susan Circle, PID #81807165.000. The application fee of \$175 was paid on November 19, 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. The accessory building is located at the side property line. The required side setback is ten feet (10'). The applicant is seeking a Variance of ten feet (10') 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 zero feet (0') to allow an RV cover/carport that was built with an active permit and does not meet side yard minimum requirements for an accessory building.

The property is on the water and is an odd-shaped lot. One corner of the cover/carport abuts the property line at the water. The vertical column or post at this location has been interpreted by the Building Official to be located adjacent to the side property line; however, this location could be interpreted as adjacent to a rear property line.

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 approval of the variance based on the following: the unique character of the land, without the variance to dimensional requirements the applicant would be deprived of the use of a portion of his land, and that approving the variance would not affect the essential character of the locality.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 1.7.21
2. GPC Complete Packet 20-27-VAR

Excerpt from January 7, 2021 Planning Commission Meeting:

The Planning Department has received a request from James P. Hedrick, Jr. for a ten foot (10') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 725 Susan Circle. (GPC Case No. 20-27-VAR)

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

REQUEST:

The Planning Department has received a request from James P. Hedrick, Jr. for a ten foot (10') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 725 Susan Circle, PID #81807165.000. The application fee of \$175 was paid on November 19, 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. The accessory building is located at the side property line. The required side setback is ten feet (10'). The applicant is seeking a Variance of ten feet (10') 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 zero feet (0') to allow an RV cover/carport that was built with an active permit and does not meet side yard minimum requirements for an accessory building.

The property is on the water and is an odd-shaped lot. One corner of the cover/carport abuts the property line at the water. The structure was built adjacent to an existing concrete pad.

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.

Chairman Wooten asked the applicant to tell the Commissioners about his request for a variance.

James P. Hedrick, Jr. stated that he contacted Southeast Erectors to build an RV cover for his 37' RV. Southeast Erectors then contacted a concrete company to pour the concrete footings for the structure. Mr. Hedrick stated that the company had him get the permit for the structure which he gave a copy of to the concrete company. The concrete company measured several different areas to determine where to place the structure in order to be able to get a 37' RV in and out. They determined the current site to be the best place.

Chairman Wooten asked if there was anyone present that wished to speak in opposition to the request.

Bradley Linder, the adjoining property owner, stated that he was in opposition to the request. He stated that he had purchased the adjoining property in 2015 and that previous property owners of Mr. Hedrick's property had deeded over a 25' x 9' piece of property by the water to a previous owner of Mr. Linder's property.

Mr. Linder stated that the RV cover was an eyesore and blocked part of the view of the water from his property. He advised that he was going to sell his property and the obstruction of the water view depreciated the value of his property.

After some discussion between the Commissioners, Mr. Hedrick and Mr. Linder, Mr. Linder stated that Mr. Hedrick could meet the requirements for the RV cover if he purchased the 25' x 9' piece of property owned by Mr. Linder that is next to where the RV cover is located.

Chairman Wooten noted that if the cover was removed Mr. Hedrick could still park his RV on the slab which would still block the river view.

ACTION TAKEN:

Chairman Wooten made a motion to recommend approval of the variance based on the following: the unique character of the land, without the variance to dimensional requirements the applicant would be deprived of the use of a portion of his land, and that approving the variance would not affect the essential character of the locality.

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

AYES: **David Wooten**
 Joshua Ward
 James Lee
 Paul Gainer

NAYS: **William Davis**
 Kay C. Jamison
 Jimmy Green

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

January 7, 2021

GPC #20-27-VAR

725 Susan Circle

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A TEN FOOT (10') VARIANCE TO SIDE YARD SET-BACK REQUIREMENTS FOR AN ACCESSORY BUILDING IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 725 SUSAN CIRCLE, (GPC #20-27-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: December 17, 2020

Subject: Consider a request for a ten foot (10') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 725 Susan Circle, (GPC #20-27-VAR)

REQUEST:

The Planning Department has received a request from James P. Hedrick, Jr. for a ten foot (10') variance to side yard set-back requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 725 Susan Circle, PID #81807165.000. The application fee of \$175 was paid on November 19, 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 at the side property line. The required side setback is ten feet (10'). The applicant is seeking a Variance of ten feet (10') 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 zero feet (0') to allow an RV cover/carport that was built without a permit and does not meet side yard minimum requirements for an accessory building.

The property is on the water and is an odd-shaped lot. One corner of the cover/carport abuts the property line at the water. The structure was built on an existing concrete pad.

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 20-27-
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: JAMES P. HEDRICK JR.
Name of Business: _____ Phone: 409-284-4367
Property Address: 725 SUSAN CIR Mailing Address (if Different): P.O. 81807165,000
E-Mail Address: JHEDRICK@GUNSNET.COM
Reason for request, location and intended use of Property: TO PARK RV UNDER COVER, OUTDOOR ELEMENTS,
& THE ONLY STOP THAT MAKES WHERE YOU CAN GET IT IN TOWN
ATTACHMENTS REQUIRED AS APPLICABLE: NEED A 10FT. SIDEYARD 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.
N/A 3. Copy of protective covenants or deed restrictions, if any.
N/A 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
☒ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
Signature of Applicant: [Signature] Date of Application: 11/19/2020

FOR OFFICE USE ONLY

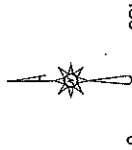
Date Received 11-19-2020 Verify as Complete BL

Fee Amount Received 175.00 Initials of Employee Receiving Application BL

BUILT COVER OVER EXISTING PAD WITH
REINFORCEMENT TO MEET WIND & VE CODE.

THIS IN AN UNUSUAL SHAPED LOT.

THIS WAS THE ONLY FEASIBLE PLACE TO PUT
IT.



North
Class B Survey
Date of Field Survey
March 26, 2019

Area - 0.76 acres

e/p - edge of pavement
r/w - right-of-way

Reference Materials

DB 1567, pg 226
DB 1194, pg 309

For Gid North rotate bearings
clockwise 1°02'12"

Commencing Point
N.W. cor of Sec. 7,
T7S, R6W,
fd conc monument on
previous survey, now missing

South 2274.0'

East 2694.0'

S75°00'00"E 100.00'
S79°48'00"E 150.00'

Susan Circle

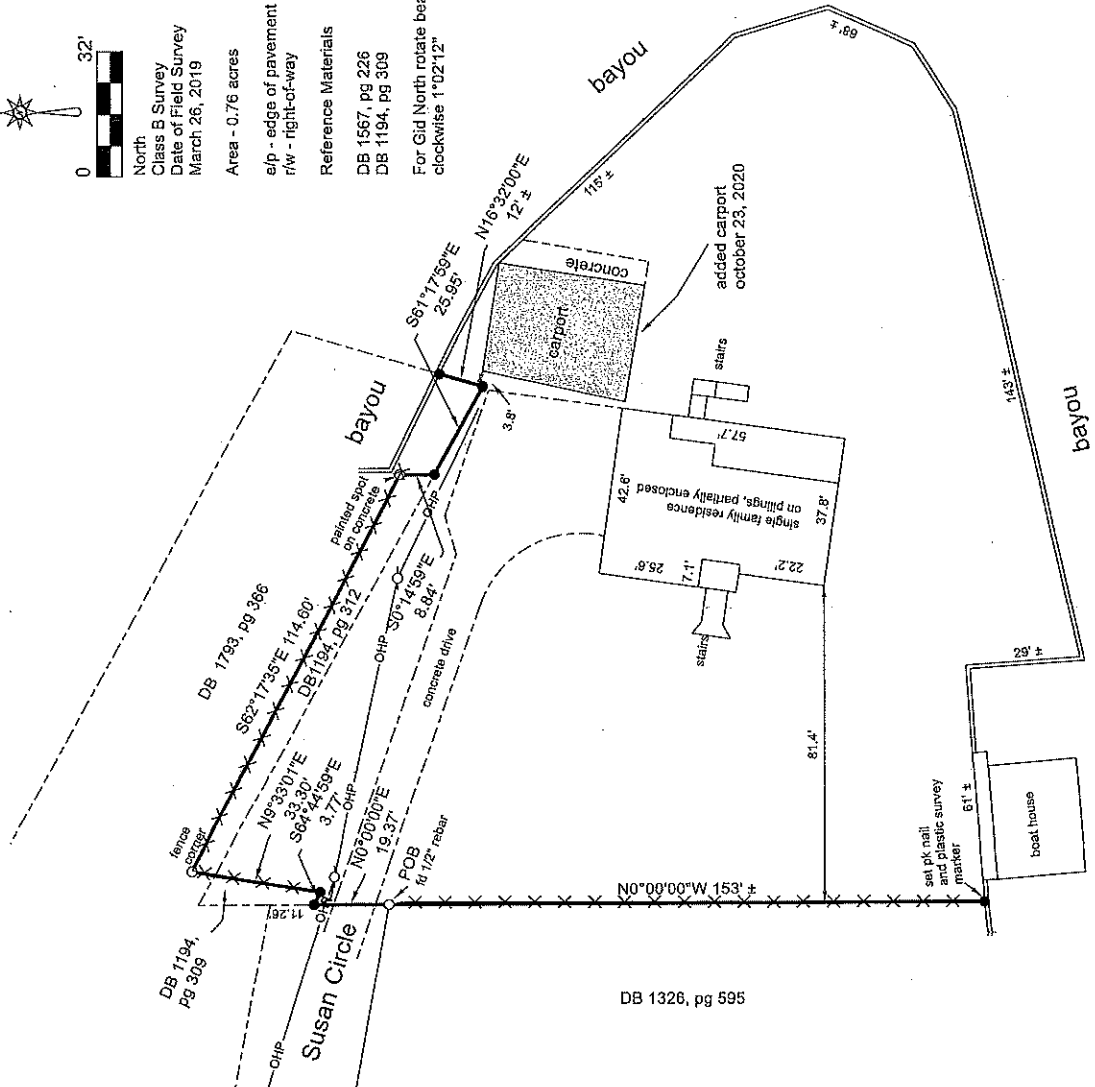
Description: A tract of land situated in Claim Section 7, Township 7 South, Range 6 West, Jackson County, Mississippi and more particularly described as follows: Commencing at the Northwest corner of Section 7; thence South 2274.0 feet; thence East 2694.0 feet to a found 1/2" rebar on the south right-of-way of Susan Circle; thence South 75 degrees East along the south right-of-way of Susan Circle 100.00 feet to a found 1/2" rebar; thence South 79 degrees 48 minutes East along the south right-of-way of Susan Circle 150.00 feet to a found 1/2" rebar at the Point of Beginning; thence North 19.37 feet to a set 1/2" rebar; thence south 64 degrees 30 minutes East 3.77 feet to a set 1/2" rebar; thence North 9 degrees 48 minutes East along an old fence 33.30 feet to a fence corner; thence South 62 degrees 02 minutes 36 seconds East along a fence 114.60 feet to a fence corner; thence South 8.84 feet to a set 1/2" rebar; thence South 61 degrees 03 minutes East 25.95 feet to a set 1/2" rebar; thence North 16 degrees 32 minutes East 12 feet, more or less, to a PK nail and plastic survey marker set in the bulkhead; thence southeasterly along a bulkhead 115 feet, more or less; thence Southerly along said bulkhead 68 feet, more or less, thence Westerly along said bulkhead 143 feet, more or less; thence Northerly along said bulkhead 29 feet, more or less, thence Westerly along said bulkhead 61 feet, more or less, to PK nail and plastic survey marker set in the bulkhead due South of the Point of Beginning; thence North 153 feet, more or less, to the Point of Beginning.

This property is located in Flood Zone AE 12 according to Flood Insurance Rate Map #28059C 0336 G, Revised March 16, 2009

Aldred Surveying Co.
P.O. Box 2201
Pascagoula, Ms 39569
228-762-7374
A20244

Lewis Aldred, Jr.
Lewis Aldred, Jr. P.L.S.
October 23, 2020

Traverse PC



81807165.000 HEDRICK JAMES P JR & JERI L

PIDN: 81807165.000

GISP: 764.19-02-0208.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: HEDRICK JAMES P JR & JERI L

Name 2:

Mailing Address: 725 SUSAN CR

GAUTIER MS

39553

Site Address: 725 SUSAN CR GAUTIER

Land Information

Section: 07 Acreage: .84

Township: 7S

Range: 6W

Street Name SUSAN
CR

Value and Tax Information

Total Assessed Value: 24770

Total Appraised Value: 247700

Improvement Value: 166500

Land Value: 81200

Tax Amount: 2535

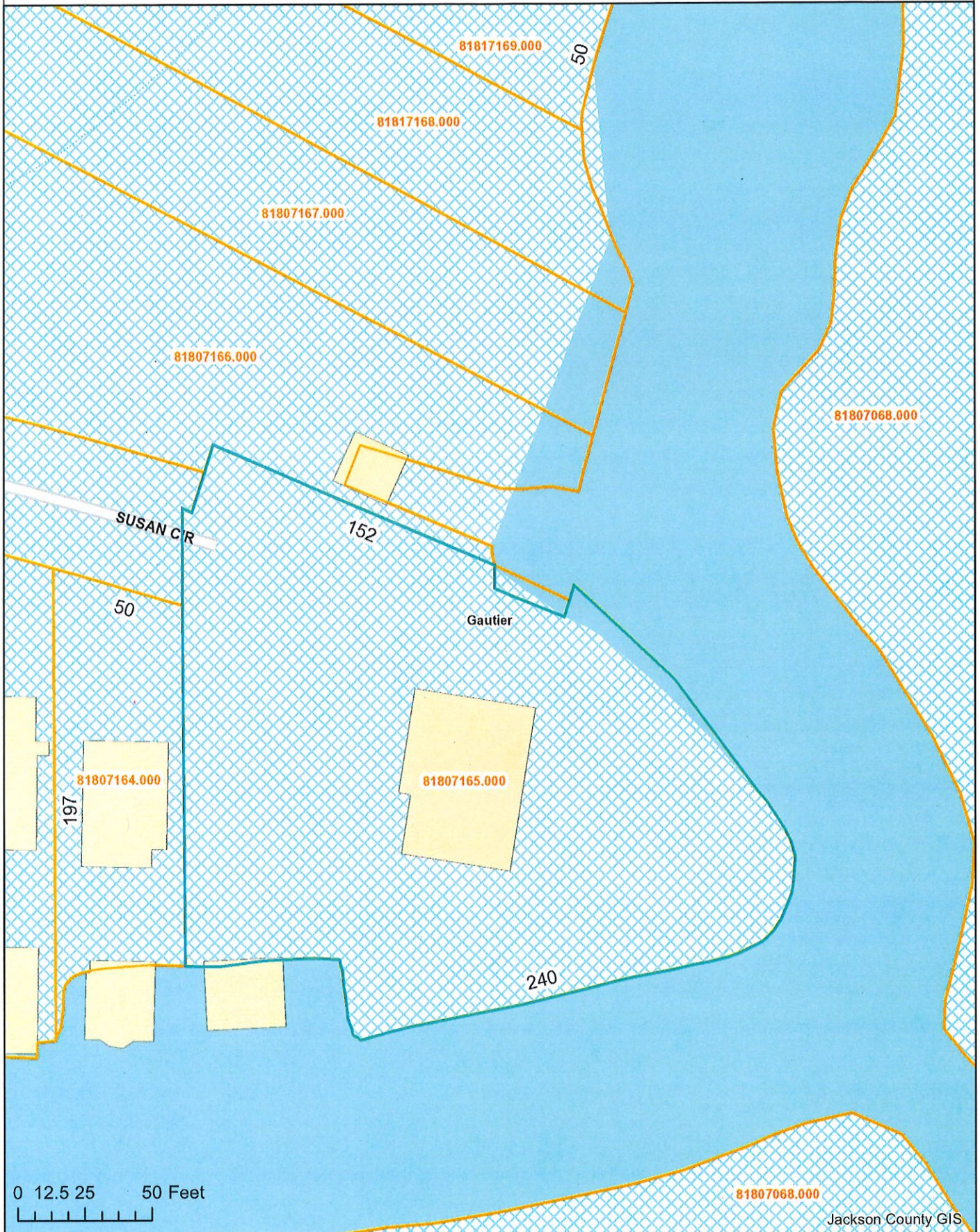
SQ FT: 1827 Year Built: 2001

Legal Description

Description: COM NW COR CL SECT 7 S 2274' E
2694' TO S/M SUSAN CR S 75°E 100
S 79°E 150' TO POB N 19.37' S
64°E 3.77' N 9°E 33.30' S 62°E
114.60' S 8.84' S 61°E 25.95' N
16°E 12' SELY ALG BULKHEAD 115'
SLY 68' WLY 143' NLY 29' WLY 61'
N 153' TO POB DB 1925-813
(208 MAP764.19-02) 'PS'

Deed Book / Page: 1925 / 813

81807165.000 HEDRICK JAMES P JR & JERI L

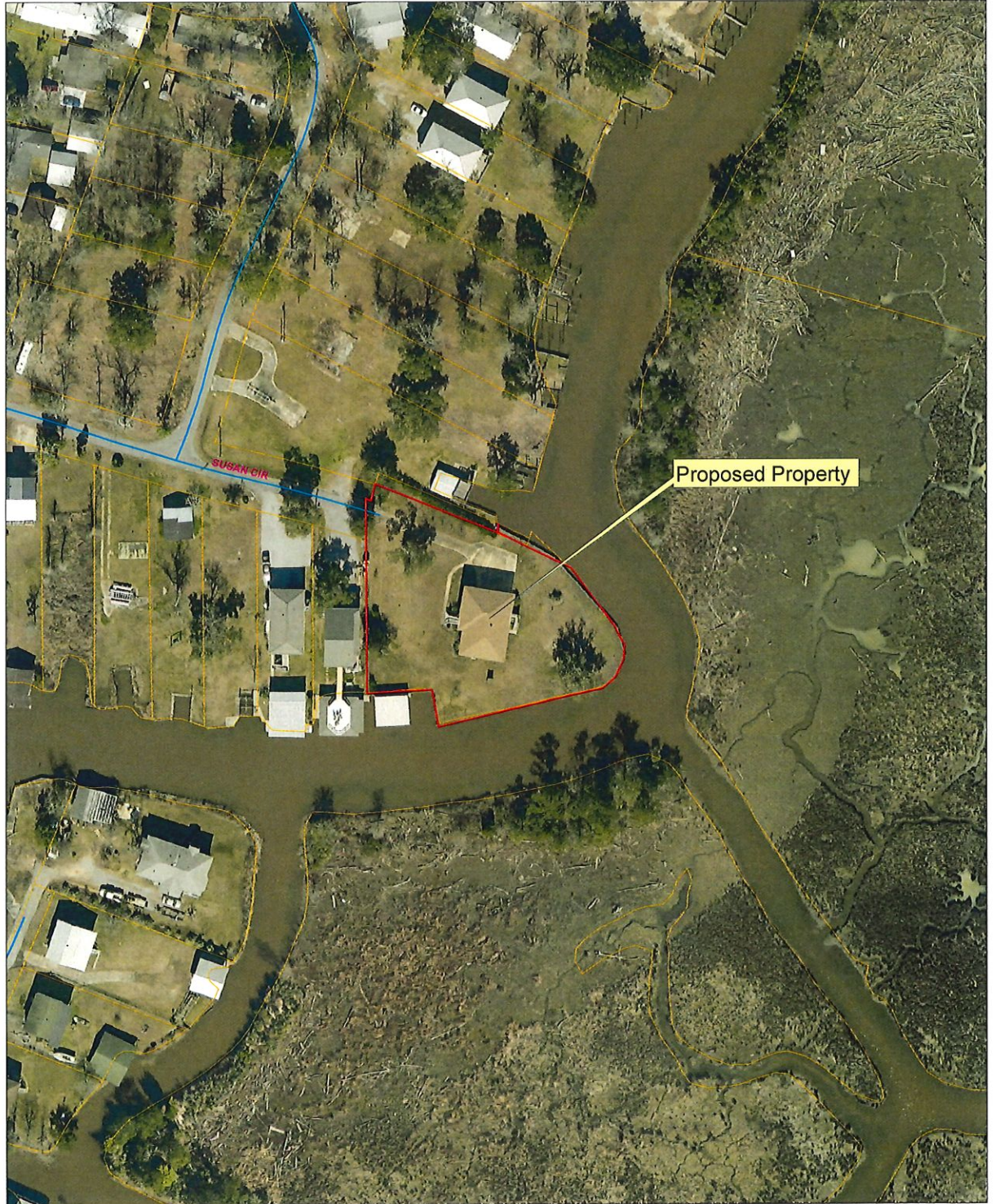


0 12.5 25 50 Feet

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

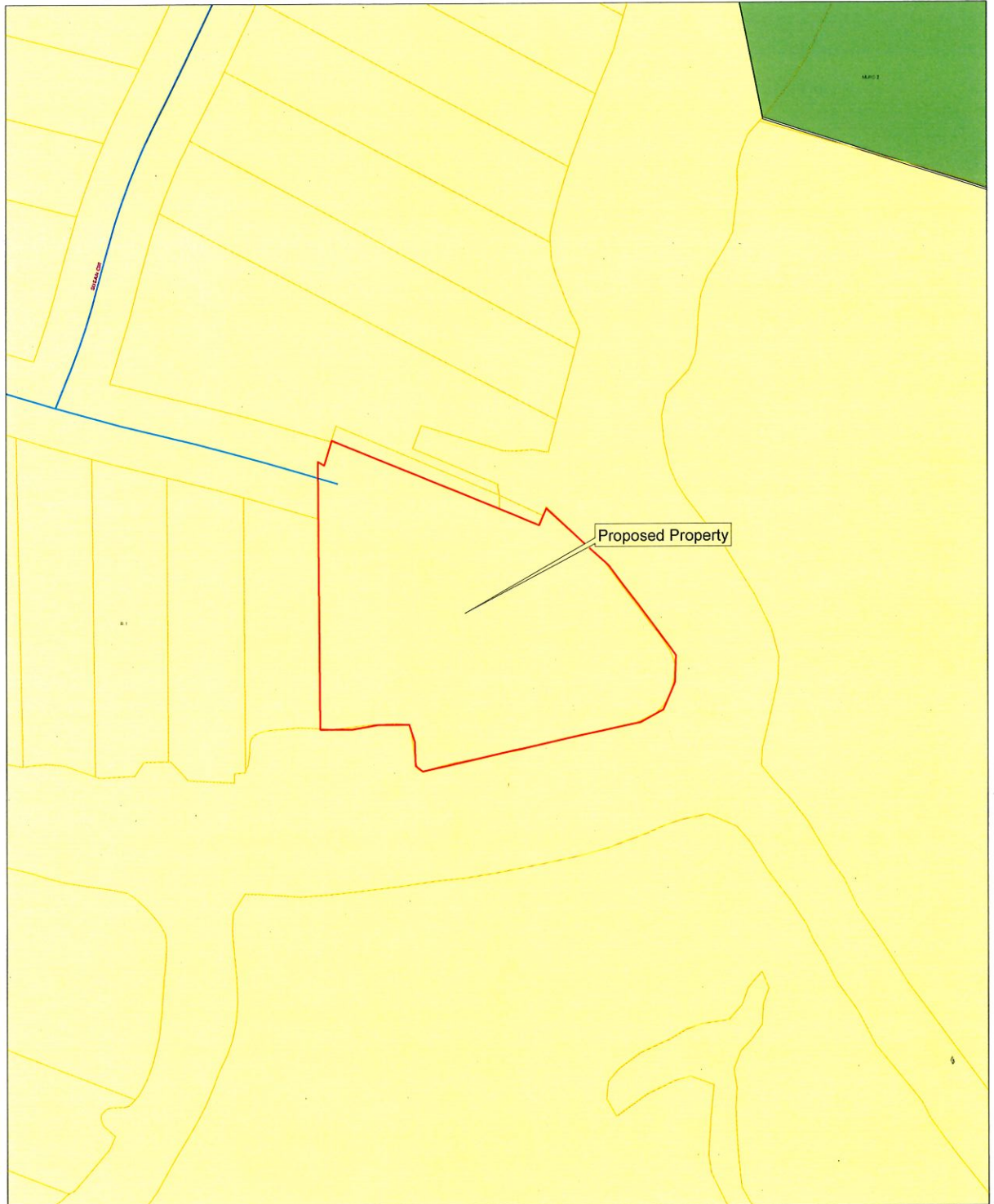


EXHIBIT C

EXISTING LAND USE MAP

Prepared by:
City of Gautier
Planning Department

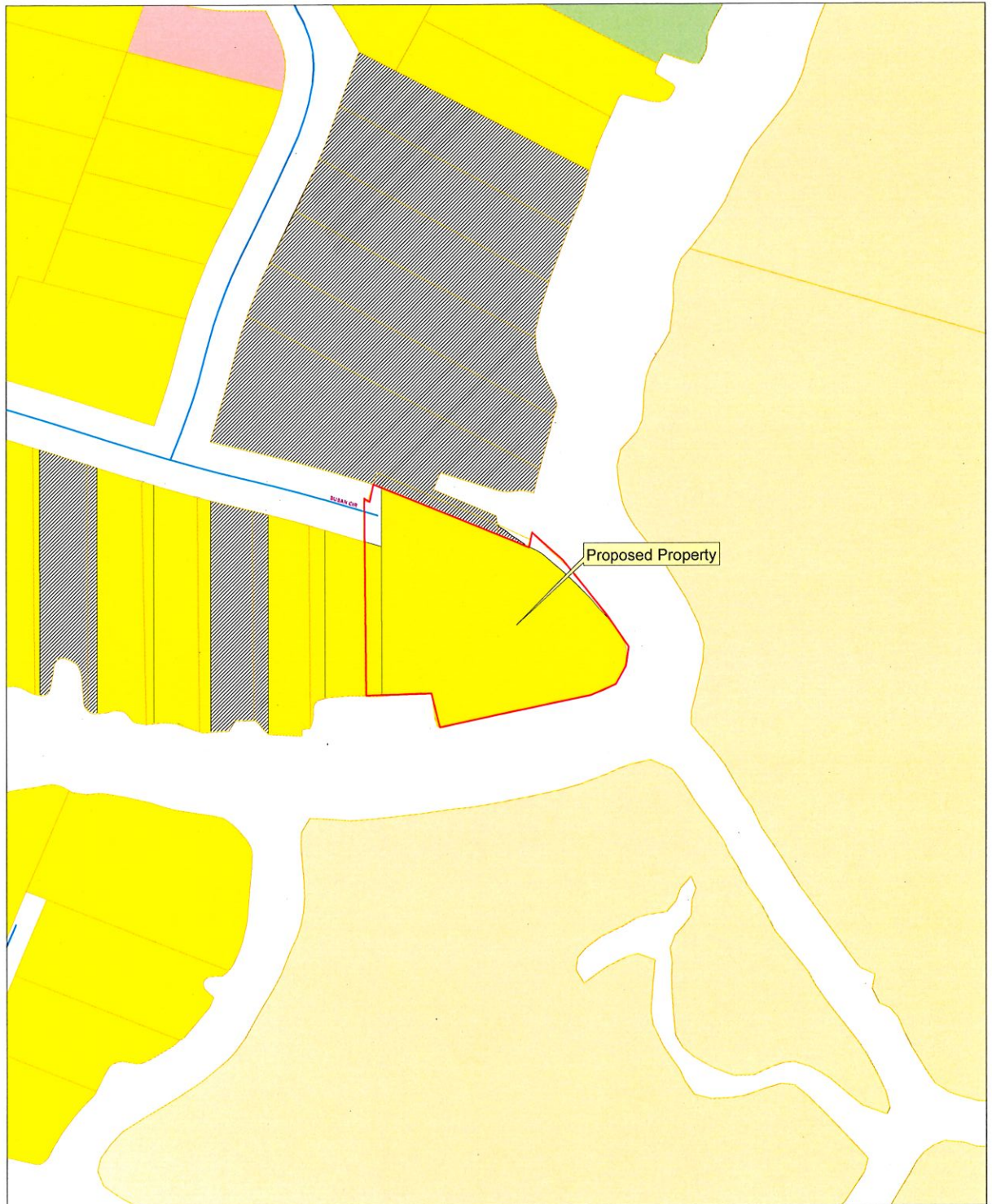


EXHIBIT D

FUTURE LAND USE MAP

Prepared by:
City of Gautier
Planning Department

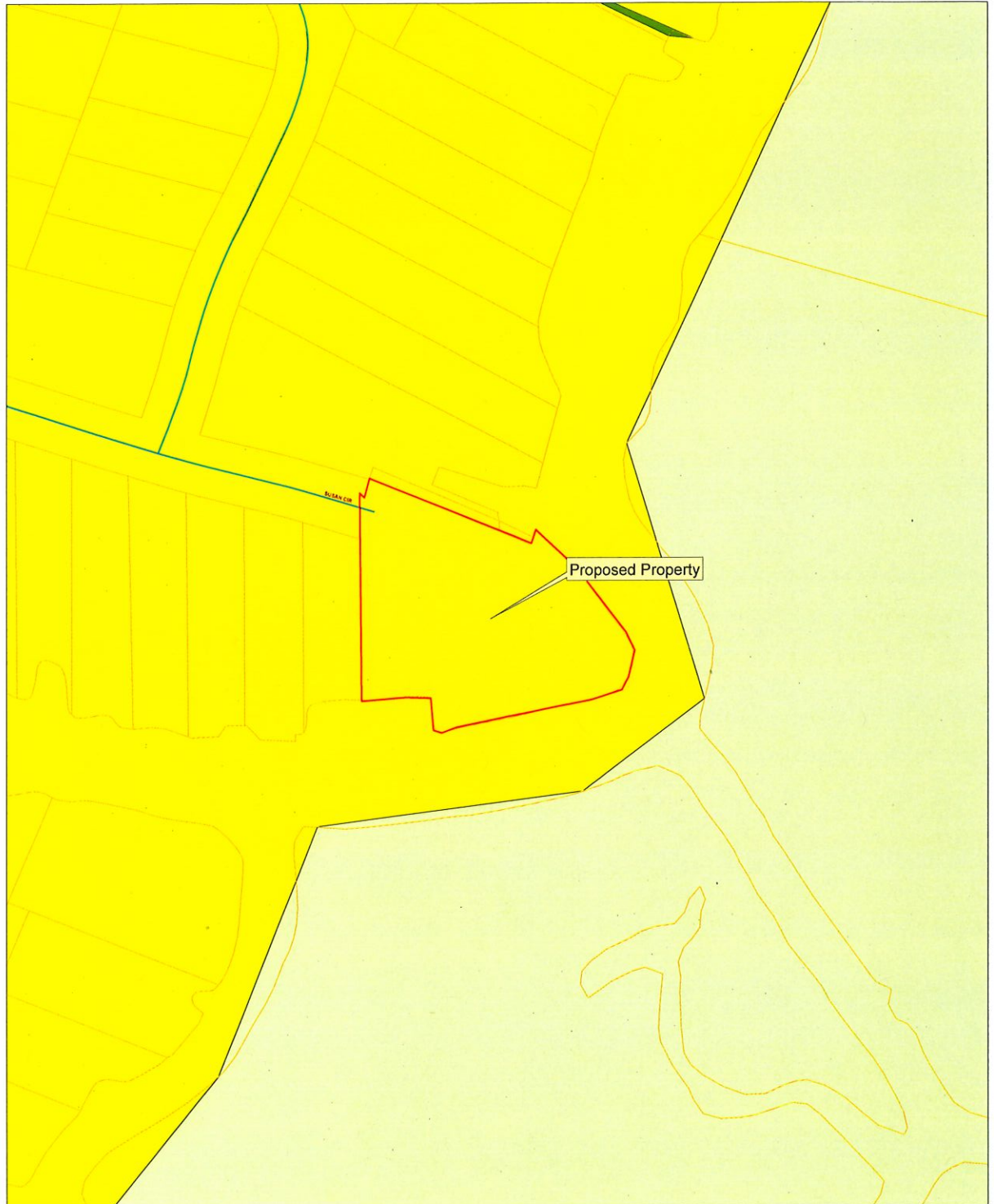
Legend

- 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



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

Council Meeting:

February 16, 2021

Title:

Consider a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65-acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000

Summary Explanation: Consider a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65-acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU). The application fee of \$250.00 was paid on December 15, 2020. All public notice requirements have been met.

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 000-2021

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 21-01-CU
HIGHWAY 90 – C-3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82433003.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow multi-family housing, mini warehouse/storage units, an assisted living facility, and open space/public park areas on a 65-acre parcel in a C-3 Highway Commercial Zoning District was submitted by Ellery Development, LLC; and

WHEREAS, the parcel subject to this Permit is located on Highway 90 in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its February 4, 2021 meeting, held a public hearing on this matter; and

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

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to approve a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, for the development on Highway 90, is permitted as a Conditional Use-Major in the C-3 Highway Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council (accepts or denies) the recommendation of the Planning Commission and approves the application submitted by Ellery Development, LLC on December 15, 2020 for a Conditional Use-Major Permit.

IT IS FURTHER ORDERED that no specific conditions are required for the permit to be issued.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a

copy of the permit with the recording information affixed.

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

Motion was made by **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 February 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 2/9/2021

Subject: Consider a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65 acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU)

REQUEST:

The Planning Department has received a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65 acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU). The application fee of \$250 was paid on December 15, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

Location: Highway 90, PID #82433003.000 (See Exhibit A)

General features of the proposed project:

Total Area: 65.43 Acres

Existing Zoning – C-3 Highway Commercial (See Exhibit B)

Existing Land Use – Vacant (See Exhibit C)

Comprehensive Plan Future Land Use Designation – High Density Residential. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Multi-family Residential, mini-warehouse/self-storage, assisted living facility, and open space/public park are conditional uses listed in the C-3 Zoning District.

Staff Finding: Yes. Multi-family Residential, mini-warehouse/self-storage, assisted living facility, and open space/public park are listed as Conditional Use-Major in a C-3 Highway Commercial District.

Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: The northern portion of the property fronts US Hwy 90 which is undeveloped in the

vicinity of the property. The southern portion of the development fronts Old Spanish Trail which is developed with mainly commercial uses. The area in and around the subject property is undeveloped. We have attached a site plan that presents the nature of the development that we are proposing.

Staff Finding: The proposed uses are allowed in a C-3 zoning district with a Major Conditional Use.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: The proposed development will not negatively affect the neighboring properties nor pose a real or perceived threat to the citizens. The development will provide needed housing, retail, office area, storage area, and senior care that is needed in the area.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: We do not feel that the proposed development will adversely affect vehicular or pedestrian traffic in the vicinity. If the conditional use request is granted, the development team will retain a Traffic Engineer licensed in MS to perform a traffic study to determine what improvements are needed to not diminish the Traffic Level of Service (LOS) in section of Highway 90 and Old Spanish Trail fronting the site.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: It is our understanding that the proposed development can be served by the existing public services and facilities including but not limited to potable water, sanitary sewer, streets, drainage, police and fire protection, and schools.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: The proposed use is in harmony with the Comprehensive Plan. Our plan utilizes complimentary uses that will allow pedestrian circulation with interconnecting sidewalks and trails between the parcels. Although buffering is not required between commercial uses, our development plan will incorporate attractive landscape areas including vegetative planting and hardscape elements to create visually appealing development.

Staff Response: The Comprehensive Plan suggests the most likely or desirable use of the parcel is High Density Residential such as Multi-family residential and/or assisted living, and parks/open space.

Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: The proposed development does not include any of the negative/detrimental items listed in question #7.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: The development conforms to all of the C-3 Zoning district regulations.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

The Planning Commission recommends City Council approve the Conditional Uses Major.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Complete Packet 21-01-CU
2. Excerpt GPC Meeting 2.4.21

Gautier Planning Commission

Regular Meeting Agenda

February 4, 2021

GPC #21-01-CU

Ellery Development, LLC

Highway 90, PID #82433003.000

VII. NEW BUSINESS

1. Consider a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65 acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 21, 2021

Subject: Consider a request for a Conditional Use-Major that would allow development of a 65 acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC Case No. 21-01-CU)

REQUEST:

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BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: Highway 90, PID #82433003.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: 65.43 Acres
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – High Density Residential. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Multi-family Residential, mini-warehouse/self-storage, assisted living facility, and open space/public park are conditional uses listed in the C-3 Zoning District.

Staff Finding: Yes. Multi-family Residential, mini-warehouse/self-storage, assisted living facility, and open space/public park are listed as Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: The northern portion of the property fronts US Hwy 90 which is undeveloped in the vicinity of the property. The southern portion of the development fronts Old Spanish Trail which is developed with mainly commercial uses. The area in and around the subject property is undeveloped. We have attached a site plan that presents the nature of the development that we are proposing.

Staff Finding: The proposed uses are allowed in a C-3 zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: The proposed development will not negatively affect the neighboring properties nor pose a real or perceived threat to the citizens. The development will provide needed housing, retail, office area, storage area, and senior care that is needed in the area.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: We do not feel that the proposed development will adversely affect vehicular or pedestrian traffic in the vicinity. If the conditional use request is granted, the development team will retain a Traffic Engineer licensed in MS to perform a traffic study to determine what improvements are needed to not diminish the Traffic Level of Service (LOS) in section of Highway 90 and Old Spanish Trail fronting the site.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: It is our understanding that the proposed development can be served by the existing public services and facilities including but not limited to potable water, sanitary sewer, streets, drainage, police and fire protection, and schools.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: The proposed use is in harmony with the Comprehensive Plan. Our plan utilizes complimentary uses that will allow pedestrian circulation with interconnecting sidewalks and trails between the parcels. Although buffering is not required between commercial uses, our development plan will incorporate attractive landscape areas including vegetative planting and hardscape elements to create visually appealing development.

Staff Response: The Comprehensive Plan suggests the most likely or desirable use of the parcel is High Density Residential such as Multi-family residential and/or assisted living, and parks/open space.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke,

dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: The proposed development does not include any of the negative/detrimental items listed in question #7.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: The development conforms to all of the C-3 Zoning district regulations.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed uses will be compatible and harmonious with the C-3 Highway Commercial Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

GPC 21-01-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Conditional Use - Major

X

\$250.00

TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:

FEE:

Conditional Use - Minor

\$250.00

Name of

Applicant: Michael A Thomas

Name of Business: Ellery Development, LLC

Phone: 205-283-8824

Property Address: US Hwy 90, Gautier, MS 39533 Mailing Address (if Different): 778 Scout Creek Trail; Hoover, AL 35244

E-Mail Address: ellerydevco@gmail.com

Proposed Use Requiring Conditional Use: Multi-family residential: (Refer to Article V, UDO) mini warehouse / self storage
Assisted Living Facility, Open Space / Public Park

Proposed Location is: ☒ New Build ☐ Existing (with no modifications) ☐ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

- X 1. Answers to the Criteria for Approval (see attached).
X 2. Project Narrative (see attached).
X 3. Diagram of intended use (see attached).
N/A 4. Copy of protective covenants or deed restrictions, if any.
N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
X 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): [Signature]

Date of Application: 15 DEC 20

FOR OFFICE USE ONLY

Date Received 12-15-2020

Verify as Complete SA/BL

Fee Amount Received 250.00

Initials of Employee Receiving Application BL

I, PAUL R. CAMPO, MANAGING MEMBER OF GWART, LLC, the fee simple owner(s) of the

following described property:

Address: US Highway 90, Gautier, MS 39533

Parcel ID No.: 8-24-33-003.000

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* _____ (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that _____ (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

Paul R. Campo, Managing Member of GWART, LLC
(Owner's Signature)

Paul R. Campo, Managing Member of GWART, LLC
(Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 10TH day of DECEMBER, 2020 by PAUL R. CAMPO, who is personally known to me or has produced MS DRIVERS LICENSE as identification and who did take an oath.

LADANA W. SINGLETON
(Printed Name of Notary Public)

Ladana W. Singleton
(Signature of Notary Public)



Commission # 1207008. My commission expires 10-20-2021.

ANSWERS TO THE CRITERIA FOR APPROVAL

1. Multi-Family Residential, mini-warehouse / self storage, assisted living facility, and open space / public park are conditional uses listed in the C-3 Zoning District.
2. The northern portion of the property fronts US Hwy 90 which is undeveloped in the vicinity of the property. The southern portion of the development fronts Old Spanish Trail which is developed with mainly commercial uses. The area in and around the subject property is undeveloped. We have attached a site plan that presents the nature of the development that we are proposing.
3. The proposed development will not negatively affect the neighboring properties nor pose a real or perceived threat to the citizens. The development will provide needed housing, retail, office area, storage area, and senior care that is needed in the area.
4. We do not feel that the proposed development will adversely affect vehicular or pedestrian traffic in the vicinity. If the conditional use request is granted, the development team will retain a Traffic Engineer licensed in MS to perform a traffic study to determine what improvements are need to not diminish the Traffic Level of Service (LOS) in section of Highway 90 and Old Spanish trail fronting the site.
5. It is our understanding that the proposed development can be served by the existing public services and facilities including but not limited to potable water, sanitary sewer, streets, drainage, police and fire protection, and schools.
6. The proposed use is n harmony with the Comprehensive Plan. Our plan utilizes complimentary uses that will allow pedestrian circulation with interconnecting sidewalks and trails between the parcels. Although buffering is not required between commercial uses, our development plan will incorporate attractive landscape areas including vegetative planting and hardscape elements to create visually appealing development.
7. The proposed development does not include any of the negative /detrimental items listed in question #7.
8. The development conforms to all of the C-3 Zoning district regulations.

PROJECT NARRATIVE

The proposed development will potentially include multi-family residential, mini warehouse / self-storage, assisted living (senior care), and open space / public park elements.

The multi-family residential portion of the project will include three building types totaling 352 Class A Apartments with a combination of one-, two-, and three-bedroom units. Masonry, siding, roofing, color, and scale have been skillfully selected and blended together to exhibit a "can't be ignored" architectural statement. Planned Unit Amenities could include: Dimensioned tile flooring, stone counter tops, solid wood cabinetry, full compliment of appliances, washer & dryer, Tankless water heating system, glass & tile shower enclosure, upscale plumbing fixtures & trim, upscale lighting & Ceiling fans. Site Amenities could include a Pool, BBQ area, work-out facility, clubhouse.

The buildings and parking areas are placed to maximize the use of the property and provide large buffer areas between the units. Large landscape areas including prominent hardscape components will be featured through the site

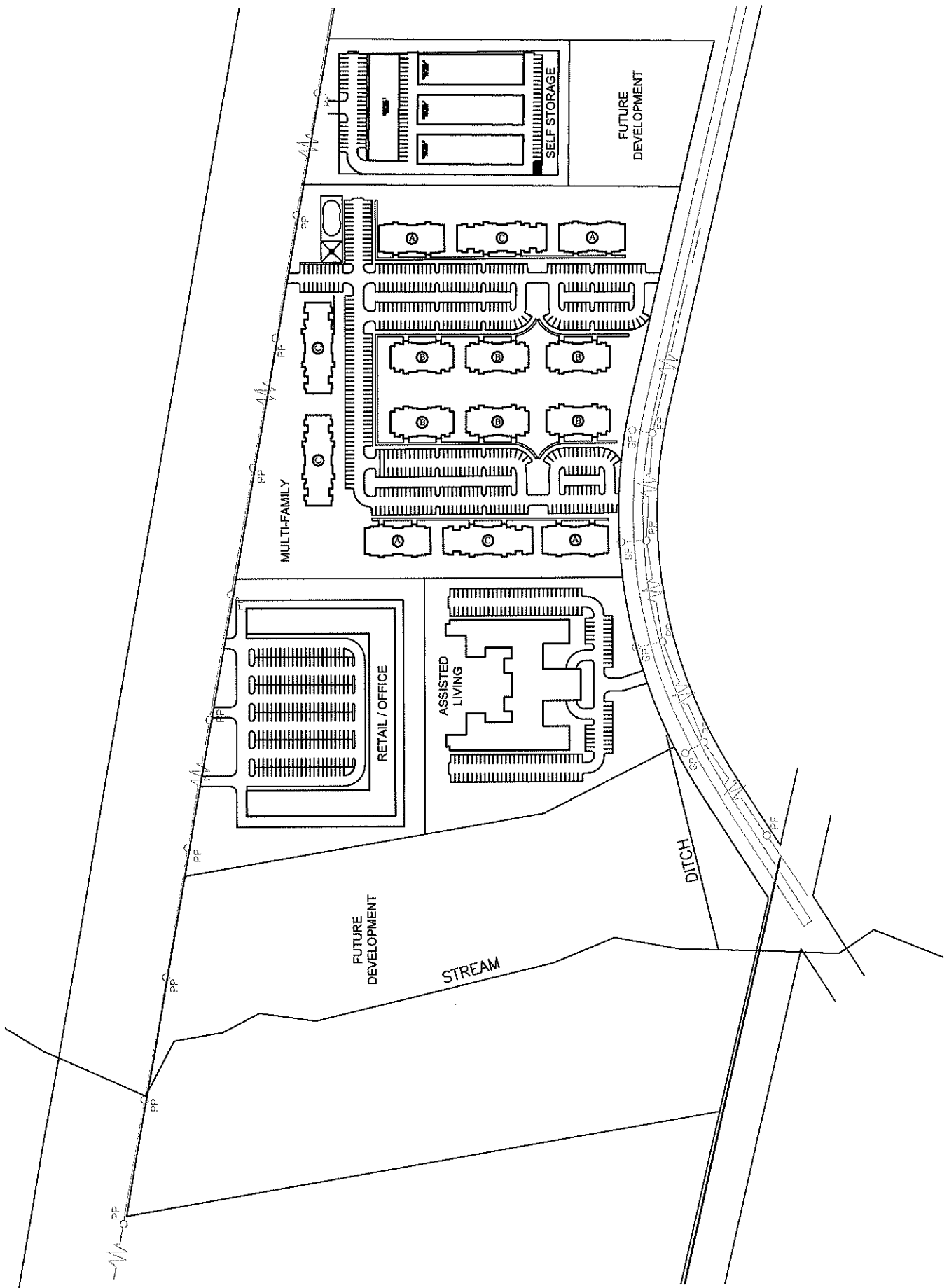
The mini warehouse / self-storage is slated to have approximately 70,000 sf of conditioned and non-conditioned storage units in four (4) buildings. Landscaping elements including streetscaping along the US Hwy 90 frontage will provide a beautiful view corridor for the parcel.

A large commercial / office building has been planned for the middle portion of the site. This building will be a combination of one- and two-story section with retail on the bottom floor and office space on the second floor. Parking will be centered in the middle of the development with delivery area/drives located at the rear of the building.

The plan also includes a 56,000 square foot Assisted Living Facility located on Old Spanish Trail. The site will include site specific parking areas and perimeter security fencing. The site will receive landscaping treatment along the road frontage and at key locations throughout the site.

Please note that out site plan is preliminary in nature and is meant to be a "Concept Plan" showing what could be built if the conditional use is approved. If we are granted the Conditional Use, we will have wetland delineation performed and adjust the building locations to reduce the wetland impacts. Similarly, we will perform other studies (traffic, geotechnical, environmental) and will adjust the building locations based upon the results of these studies.

65 ACRE DEVELOPMENT - GAUTIER, MS



BY ELLERY DEVELOPMENT, LLC

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

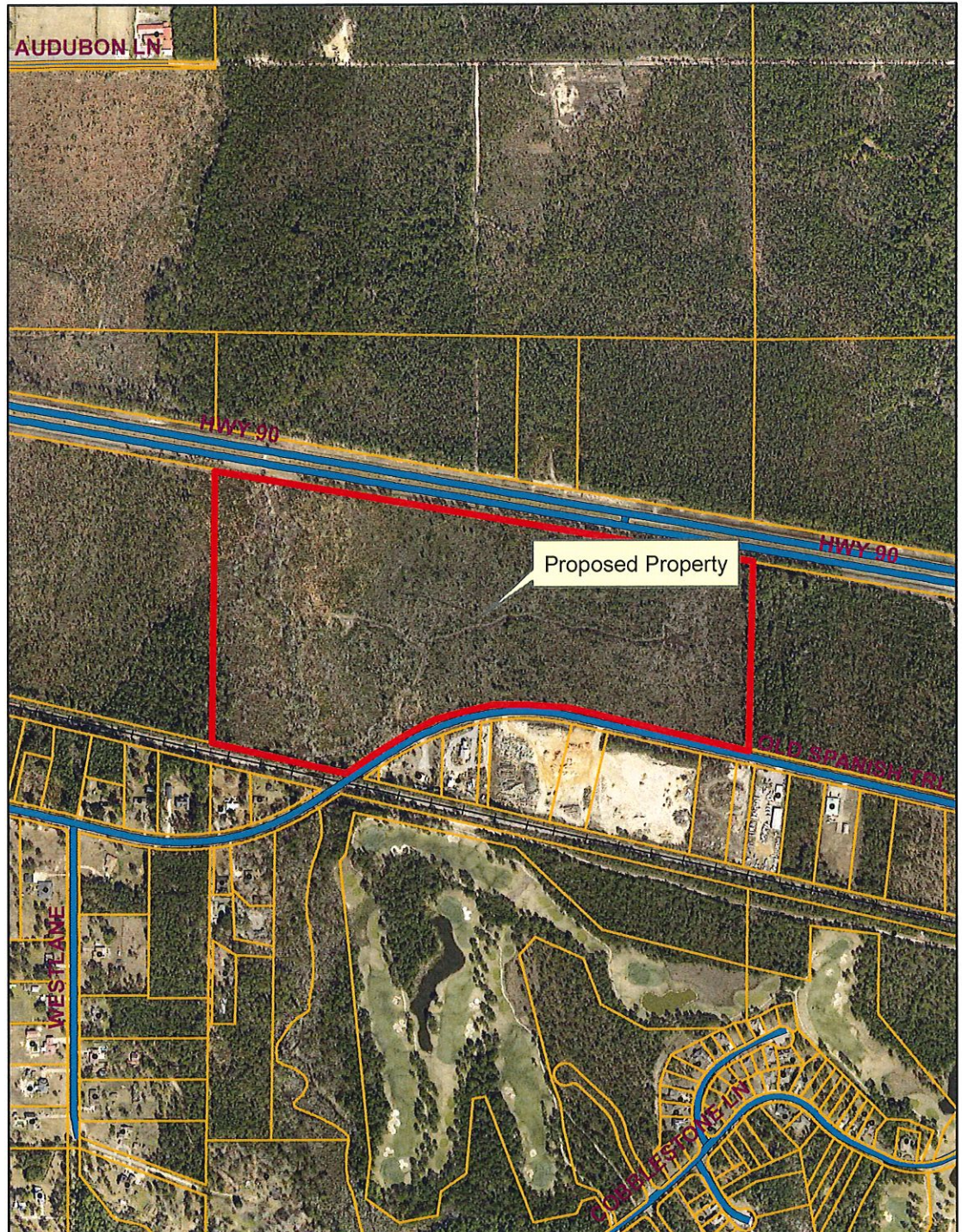


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

	AG
	C-1
	C-2
	C-3
	I-2
	MURC-1
	MURC-2
	MURC-MW
	PL
	PUD
	R-1
	R-2
	R-3
	RE
	TC

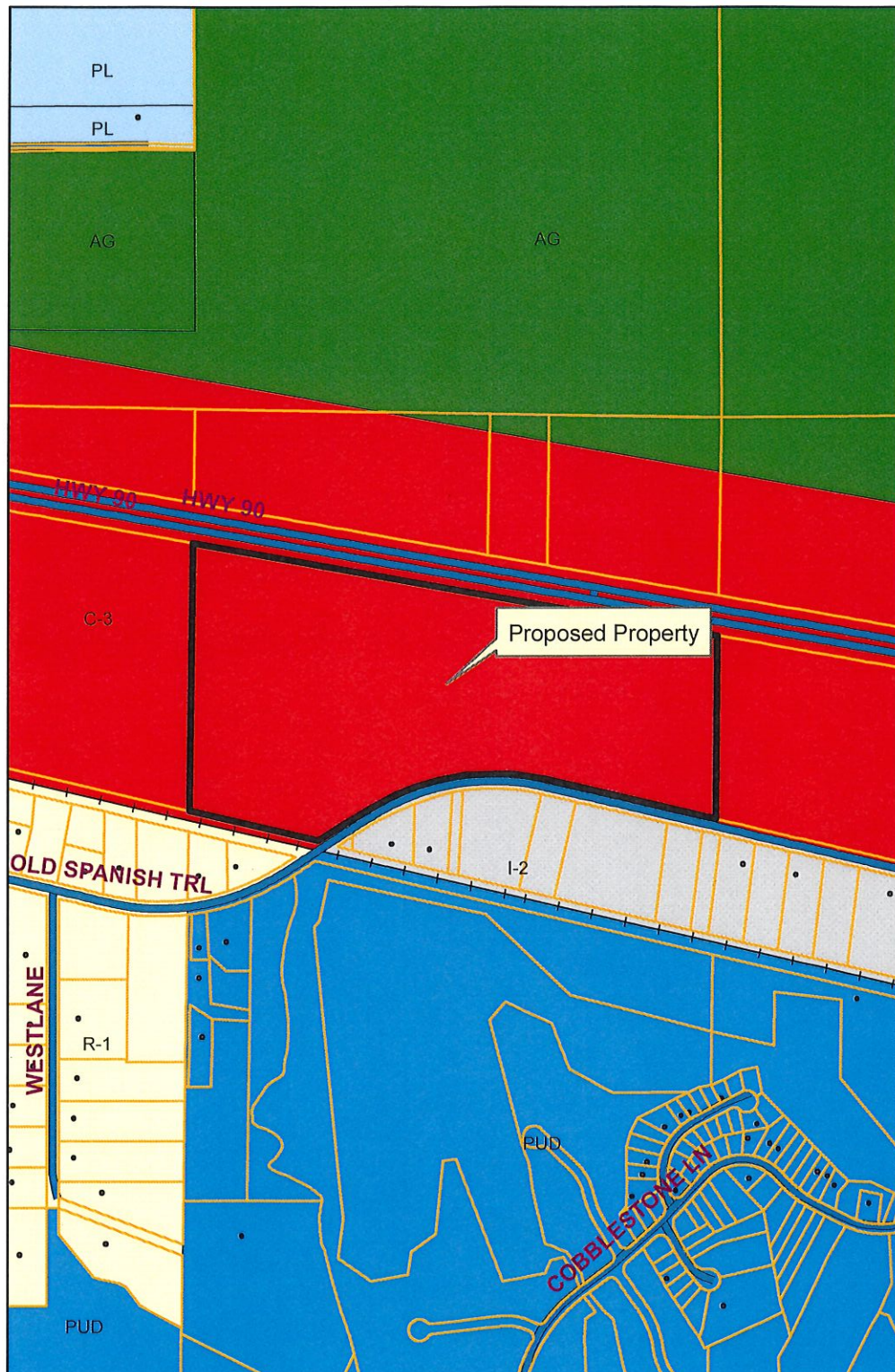


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

- commercial-retail
- conservation
- civic
- industrial
- marina/fish camps
- high density residential
- mobile home
- mobile home park
- medium density residential
- office
- recreation
- very low to low density residential
- utility
- vacant

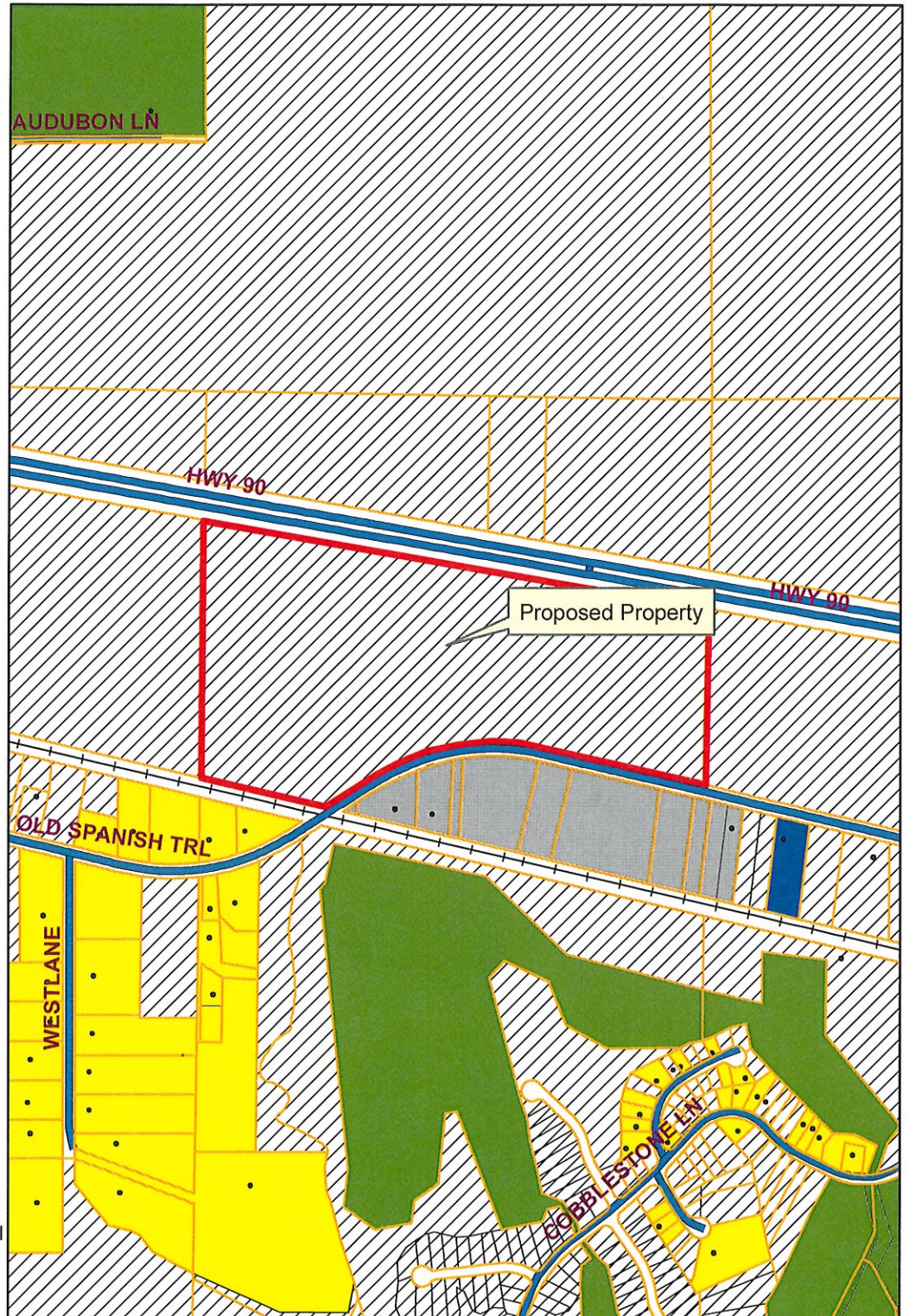


Exhibit D Future Land-Use

Prepared By:

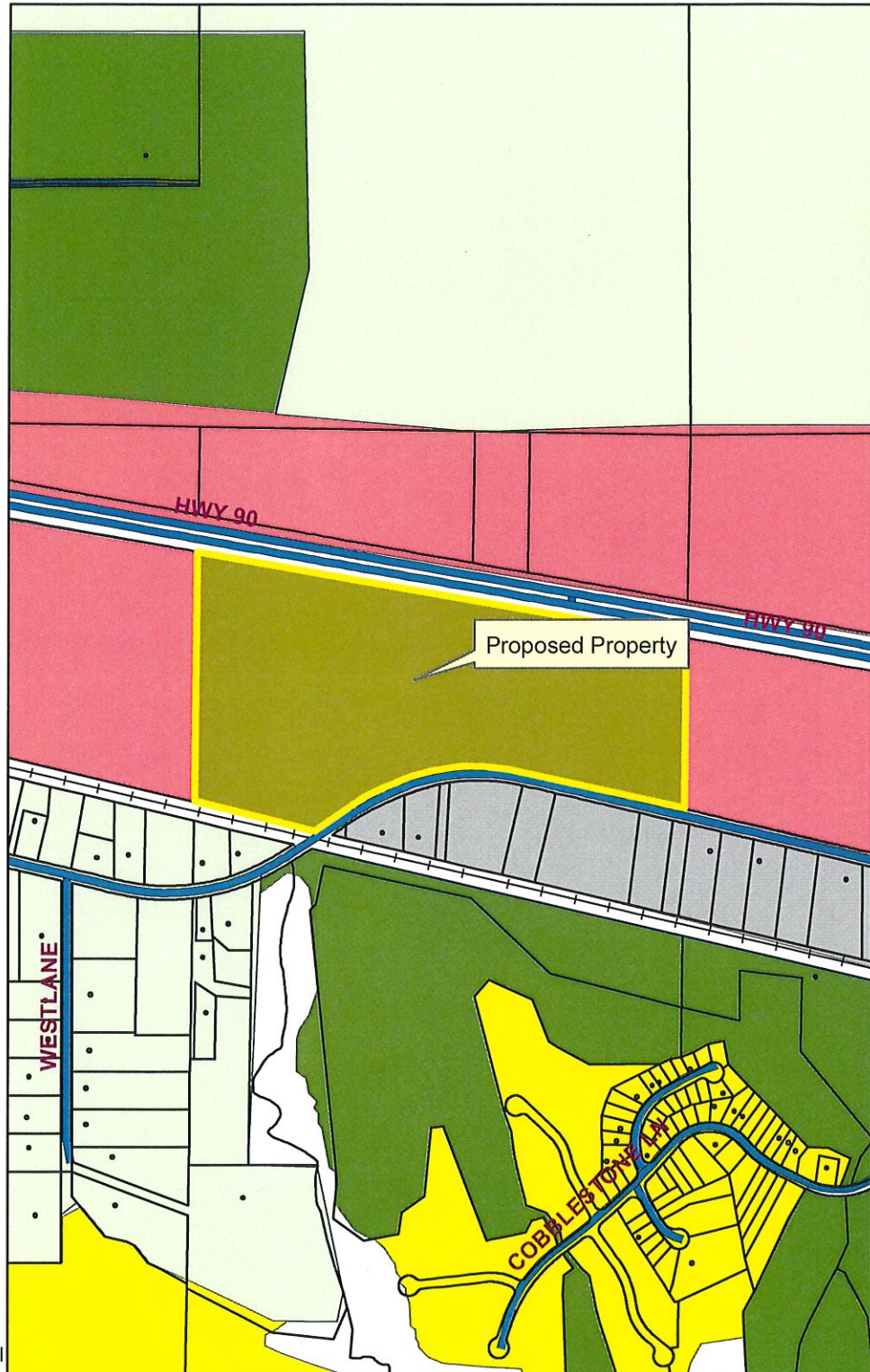
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential



Excerpt from February 4, 2021 Gautier Planning Commission Meeting:

The Planning Department has received a request from Ellery Development, LLC for a Conditional Use Major that would allow multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas on a 65 acre parcel in a C-3 Highway Commercial Zoning District. Highway 90, PID #82433003.000 (GPC Case No. 21-01-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. Mr. Ankerson reminded the Commissioners that Conditional Uses run with the land not with the owner. If the requested Conditional Uses are approved someone could later ask to put any of the approved Conditional Uses on the property and would only have to come through the Planning Department and submit a letter agreeing to the current terms and conditions. It would not have to be heard by the Planning Commission or City Council again.

REQUEST:

The Planning Department has received a request by Ellery Development, LLC for a Conditional Use-Major that would allow development of a 65 acre parcel in a C-3 Highway Commercial Zoning District that would include multi-family housing, mini warehouse/self-storage units, an assisted living facility, and open space/public park areas. Highway 90, PID #82433003.000, (GPC #21-01-CU). The application fee of \$250 was paid on December 15, 2020. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: Highway 90, PID #82433003.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: 65.43 Acres
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Vacant (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – High Density Residential. (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant: Multi-family Residential, mini-warehouse/self-storage, assisted living facility, and open space/public park are conditional uses listed in the C-3 Zoning District.

Staff Finding: Yes. Multi-family Residential, mini-warehouse/self-storage, assisted living facility, and open space/public park are listed as Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: The northern portion of the property fronts US Hwy 90 which is undeveloped in the vicinity of the property. The southern portion of the development fronts Old Spanish Trail which is developed with mainly commercial uses. The area in and around the subject property is undeveloped. We have attached a site plan that presents the nature of the development that we are proposing.

Staff Finding: The proposed uses are allowed in a C-3 zoning district with a Major Conditional Use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: The proposed development will not negatively affect the neighboring properties nor pose a real or perceived threat to the citizens. The development will provide needed housing, retail, office area, storage area, and senior care that is needed in the area.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values, or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: We do not feel that the proposed development will adversely affect vehicular or pedestrian traffic in the vicinity. If the conditional use request is granted, the development team will retain a Traffic Engineer licensed in MS to

perform a traffic study to determine what improvements are needed to not diminish the Traffic Level of Service (LOS) in section of Highway 90 and Old Spanish Trail fronting the site.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: It is our understanding that the proposed development can be served by the existing public services and facilities including but not limited to potable water, sanitary sewer, streets, drainage, police and fire protection, and schools.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant: The proposed use is in harmony with the Comprehensive Plan. Our plan utilizes complimentary uses that will allow pedestrian circulation with interconnecting sidewalks and trails between the parcels. Although buffering is not required between commercial uses, our development plan will incorporate attractive landscape areas including vegetative planting and hardscape elements to create visually appealing development.

Staff Response: The Comprehensive Plan suggests the most likely or desirable use of the parcel is High Density Residential such as Multi-family residential and/or assisted living, and parks/open space.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: The proposed development does not include any of the negative/detrimental items listed in question #7.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: The development conforms to all of the C-3 Zoning district regulations.

Staff Finding: The proposed use will conform to district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff finds that the proposed uses will be compatible and harmonious with the C-3 Highway Commercial Zoning District and recommends approval with no additional proposed conditions other than the currently existing requirements of the City of Gautier's Unified Development Ordinance.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

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

Michael Thomas, Representative for Ellery Development, LLC, stated they were aware of the environmental issues they would have to work through but prior to spending money to investigate those issues they felt it wise to get approval for their intended uses for the property first.

Josh Danos advised the Commissioners that the Owner Consent and Designation of Agent form that was included in the packet did not include the proper information regarding the proposed uses so the Planning Department was supplementing the record with an updated consent form.

Commissioner Jamison stated that she had no problems with the request as long as the applicant met all the criteria for the wetlands and that Gautier needed new businesses. She reminded Commissioners that, if approved, the applicant or anyone owning the property in the future could place any one of the approved Conditional Uses on the property.

Mr. Ankerson advised that approval would be for the Conditional Uses only. The drawings presented are conceptual and because the proposed is a Major Development the applicant will have to submit a more detailed site plan and will have to go through the Major Development process.

Mr. Ankerson also advised Commissioners that the retail space on the site plan is allowed by right in a C-3 Zoning District.

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

ACTION TAKEN:

Commissioner Green made a motion to recommend that City Council approve the Conditional Uses Major.

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

AYES: Kay C. Jamison
Jimmy Green
Joshua Ward
Paul Gainer
William Davis

Motion passed.

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

Council Meeting:
Title:

February 16, 2021
**Consider a request to appoint replacements for
Ward 3 and At-Large Planning Commissioners.**

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000

Summary Explanation: Consider a request to appoint replacements for Ward 3 and At-Large Planning Commissioners due to the current Commissioners serving have moved.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Planning Commission is an advisory board which reports its findings and recommendations to the Mayor and City Council; and

WHEREAS, the board is involved in hearings involving rezoning, use permits, concurrent variances, and changes to zoning maps and ordinances; and

WHEREAS, the Gautier Planning Commission is composed of seven (7) members who serve at the will and pleasure of the City Council; and

WHEREAS, the City Council must appoint members to represent each of the five (5) wards and two (2) at-large positions; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointments to the Gautier Planning Commission are hereby approved:

Appointment: Ward 3 - **BLANK**

Appointment: At Large - **BLANK**

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 February 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 2/9/2021
Subject: Consider a request to appoint replacements for Ward 3 and At-Large Planning Commissioners due to the current Commissioners serving in those positions have moved.

REQUEST:

Consider a request to appoint replacements for Ward 3 and At-Large Planning Commissioners due to the current Commissioners serving in those positions have moved.

BACKGROUND:

The Planning Director has requested that new Commissioners be appointed to the Planning Commission for the Ward 3 and At-Large positions. The Commissioner serving in the At-Large position has recently moved out of the City and the Commissioner from Ward 3 has moved outside his Ward.

It is requested that the Commissioners be replaced as soon as possible.

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

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

Council Meeting:

February 16, 2021

Title:

Approval of FY 2021 Budget Amendments

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution approving Budget Amendments for FY 2021.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

RESOLUTION NUMBER 000-2021

WHEREAS, pursuant to Miss. Code Ann. 21-35-25, the City is authorized to revise its budget from time to time as it deems necessary to meet the requirements of Mississippi law; and

WHEREAS, the Mayor and Members of the City Council hereby find that amendment of the current budget as presented is in the best interests of the City;

BE IT RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Budget Amendments for FY 2021 are hereby approved.

BE IT FURTHER RESOLVED, that the City Manager or City Clerk is authorized to execute any and all documents necessary.

This resolution shall take effect and be in full force on February 16, 2021.

Motion 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 February 16, 2021.

**FY 2021
BUDGET AMENDMENTS**

GENERAL FUND: FUND 001	Budget	Amendment	New Budget
REVENUES			
FEMA/MEMA Reimbursement	95,000.00	339,965.00	434,965.00
Grants	85,888.00	43,750.00	129,638.00
Miscellaneous	141,400.00	15,700.00	157,100.00
		399,415.00	
EXPENDITURES			
CITY COUNCIL			
Supplies	2,000.00	500.00	2,500.00
CITY MANAGER			
Other Services & Charges	127,800.00	1,000.00	128,800.00
HUMAN RESOURCES			
Personnel Services	55,664.00	3,740.00	59,404.00
Other Services & Charges	7,100.00	2,500.00	9,600.00
ELECTIONS			
Supplies	500.00	1,000.00	1,500.00
Other Services & Charges	31,500.00	13,500.00	45,000.00
CITY CLERK			
Personnel Services	472,598.00	(3,840.00)	468,758.00
Capital Outlay	2,000.00	8,000.00	10,000.00
BUILDING & PLANNING			
Capital Outlay	0.00	3,000.00	3,000.00
GENERAL EXPENSES & FACILITIES			
Supplies	18,000.00	3,000.00	21,000.00
GRANTS & PROJECTS			
Supplies	900.00	800.00	1,700.00
Other Services & Charges	14,975.00	1,200.00	16,175.00
Capital Outlay	600.00	1,200.00	1,800.00
POLICE			
Other Services & Charges	159,900.00	16,550.00	176,450.00
Capital Outlay	31,000.00	71,500.00	102,500.00
Debt Service	38,830.00	37,680.00	76,510.00
FIRE			
Personnel Services	2,515,039.00	39,045.00	2,554,084.00
Other Services & Charges	104,650.00	11,900.00	116,550.00
Capital Outlay	6,200.00	85,000.00	91,200.00
RECREATION			
Personnel Services	416,147.00	9,000.00	425,147.00
Supplies	82,000.00	12,350.00	94,350.00
Other Services & Charges	78,750.00	5,000.00	83,750.00
Capital Outlay	2,500.00	10,000.00	12,500.00
STREETS			
Other Services & Charges	231,000.00	15,000.00	246,000.00
Capital Outlay	35,000.00	25,000.00	60,000.00
INTERFUND TRANSFERS			
Unallocated	850,529.00	25,790.00	876,319.00
		399,415.00	

Budget additional Cares Act , Grant and Insurance Revenue: Capital Outlay: 5 Computers, Software, Furniture, Police Car , Car Computer Mounts, SCBAs for FD, Thermal Imaging Cameras; Inc Test Costs; Litter Signage; FD Overtime Increase; Buddy Davis Repairs; Heavy Equip Repairs; Transfer for ESA on Mall Property

**FY 2021
BUDGET AMENDMENTS**

FUND 171: TIDELANDS PROJECTS	Budget	Amendment	New Budget
REVENUES			
Grant: Public Access	194,527.32	157,586.99	352,114.31
Grant: City Park	0.00	1,500.00	1,500.00
		159,086.99	
EXPENDITURES			
Capital Outlay: Shepard State Park	219,488.27	157,586.99	377,075.26
Capital Outlay: Mary Walker Bayou Parks	0.00	1,500.00	1,500.00
		159,086.99	

Budget additional Tidelands Funding.

FUND 176: SHEPARD STATE PARK	Budget	Amendment	New Budget
REVENUES			
Camping Fees	100,000.00	4,500.00	104,500.00
Admission Fees	6,000.00	1,000.00	7,000.00
		5,500.00	
EXPENDITURES			
Supplies	16,950.00	2,000.00	18,950.00
Other Services & Charges	59,050.00	500.00	59,550.00
Capital Outlay	2,500.00	3,000.00	5,500.00
		5,500.00	

Budget Log Cabin Furniture and General Store Inventory purchases.

FUND 304: TOWN COMMONS PARK PROJECT	Budget	Amendment	New Budget
REVENUES			
Tidelands Funding	936,360.98	98,500.00	1,034,860.98
EXPENDITURES			
Capital Outlay	3,004,260.98	98,500.00	3,102,760.98

Budget FY 2021 Tidelands Award

FUND 307: BACOT PARK IMPROVEMENTS	Budget	Amendment	New Budget
REVENUES			
JCBS Inter-Local Funds	0.00	500,000.00	500,000.00
Other Financing Sources (Cash)	0.00	12,926.33	12,926.33
		512,926.33	
EXPENDITURES			
Capital Outlay	1,605,750.00	512,926.33	2,118,676.33

Budget JCBS funding and FY 2020 EOY PO invoiced after cutoff date for accruals.

FUND 309: TOWN CENTER RETAIL DEV COMPLEX	Budget	Amendment	New Budget
REVENUES			
Transfers In	20,000.00	25,790.00	45,790.00
Loan Proceeds	500,000.00	(5,790.00)	494,210.00
		20,000.00	
EXPENDITURES			
Other Services and Charges	20,000.00	20,000.00	40,000.00

Budget Environmental Assessment for Mall Property.

**FY 2021
BUDGET AMENDMENTS**

FUND 353: HWY 57 UTILITY LINE RELOCATION	Budget	Amendment	New Budget
EXPENDITURES			
Water Lines: Capital Outlay	50,150.00	(32,081.16)	18,068.84
Transfers Out	197,173.56	32,081.16	229,254.72
		0.00	

Amend overage balance for transfer to Fund 355.

FUND 355: WATER SUPPLY & TREATMENT PLANT	Budget	Amendment	New Budget
REVENUES			
Transfer In	1,324,486.36	229,254.72	1,553,741.08
EXPENDITURES			
Capital Outlay	6,855,572.99	229,254.72	7,084,827.71

Budget transfer of Fund 353 project overage.

FUND 360: OST-GV SEWER IMPROVEMENTS (RESTORE)	Budget	Amendment	New Budget
REVENUES			
Transfer from Enterprise Fund	0.00	117,000.00	117,000.00
EXPENDITURES			
Capital Outlay	1,964,590.90	117,000.00	2,081,590.90

Amend Budget to Cover Alternate Additives to Contract

FUND 400: WATER & SEWER	Budget	Amendment	New Budget
EXPENDITURES			
ADMIN: Other Services & Charges	2,533,839.00	(2,500.00)	2,531,339.00
ADMIN: Capital Outlay	20,500.00	2,500.00	23,000.00
Contingency Fund	300,000.00	(117,000.00)	183,000.00
Transfer to Capital Project Funds	850,403.00	117,000.00	967,403.00
		0.00	

Budget Emergency Firewall & Port Upgrade and transfer for Fund 360 Project increase.

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

**February 16, 2021
Approval of a Professional Consulting
Agreement between the City of Gautier and
Blackwater Consulting, LLC**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval of a Professional Consulting Agreement between the City of Gautier and Blackwater Consulting, LLC

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City desires to engage a consultant to provide assistance in various areas of economic development within the City; and

WHEREAS, Blackwater Consulting, LLC possesses a high degree of professional skill and experience, and is a unique provider of the professional consulting services described in the attached Professional Consulting Services Agreement; and

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

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Professional Consulting Services Agreement with Blackwater Development Company, LLC is authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 16, 2021.

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter, "**Agreement**") having an effective date of _____, 2021 (hereinafter, "**Effective Date**") by and between the CITY OF GAUTIER, MISSISSIPPI, a municipality formed under the laws of the State of Mississippi (hereinafter, "**City**"), and Blackwater Consulting, LLC an Alabama limited liability company (hereinafter, "**Consultant**") sets forth the mutual understanding of professional consulting services as more fully set forth below. The City and Consultant may collectively hereinafter be referred to as the "Parties" or individually as a "Party".

RECITALS:

WHEREAS, the Consultant possesses a high degree of professional skill and experience and is a unique provider of the professional consulting services described herein.

WHEREAS, the City desires to engage the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the City and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional consulting services to the City (hereinafter, the "**Services**"):

- A. Negotiate a development agreement with the selected developer(s) involved with the Singing River Mall project to ensure the City receives the maximum benefit in all areas including design, layout and finances.
- B. Evaluate deals presented by the developer(s) and inform the City of any potential users/tenants that have interest in the proposed development. Consultant will also inform the City of any possible users/tenants that would be excluded or restricted from the development in order to protect the competitive interests of the proposed users/tenants.
- C. Evaluate the projected sales vs. rent of each user/tenant to determine long term viability/success and to avoid vacant or dark boxes in the development.
- D. Interview and locate potential developers for the redevelopment of Singing River Mall property, creating a team of superior developers for retail, multi-family, outparcels, office and entertainment that will work cohesively and seamlessly on the project to deliver the best product for the City.
- E. Evaluate any restrictions or prohibited uses that might be implemented by the users/tenants. Determine if these restrictions are industry standard or an over-reach.

- F. Oversee and manage the construction staging, screening, site work, and coordination that will be required for multiple developments to be under construction at once.
- G. Market and seek out opportunities for the City to benefit financially by selling or leasing all or part of the development to end users.
- H. Communicate with the developer(s) of the project, holding regular meetings to evaluate the marketing of the development, potential deals, engineering, and planning. Provide progress reports to the City, highlighting areas of success and areas that need improvement.
- I. Support and help the City's efforts for grants, bonds, or monies for development within the city limits; including but not limited to attending meetings, lobbying officials, underwriting earning potential, following up and tracking the progress of these efforts, etc.
- J. Work with the City on the development of the Town Commons, providing information for the design and construction of the amphitheater, construction cost savings opportunities, leveraging existing contacts with general contractors, amphitheater supply companies, booking agents, security staff, ticket companies, sponsorships, etc. to ensure the greatest cost savings and highest profit.
- K. Partner with the City to work on any City-owned or privately owned property, marketing, developing and creating growth that fits within the city's vision for the future.
- L. Work with the City to identify a long term development plan for the city and future development opportunities.
- M. Work with the City to create overlay districts that will define architecture, materials, screening, parking ratios, etc. to create a standard of quality seen in most emerging cities today for any future developments.
- N. Identify potential tenants/users for any dark or vacant space in the Gautier market to try and achieve a 90%+ occupancy rate within the City limits.
- O. Work to recruit uses/tenants along the interstate access areas of Gautier to create a "entrance" into the City.

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Effective Date, listed above. The Consultant's engagement and this Agreement will run for a period of 2 years, unless terminated earlier as provided below. At the end of the initial Term, the City may extend the Term at its option for successive one year periods on such terms and conditions as the City and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the City agrees to pay the Consultant \$7,500.00 each month, payable following approval on the City's first docket of claims each month.

B. **Payment Default.** If the City fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services.

4. **CITY INFORMATION AND ACCESS.** To the extent permitted by law, the City will provide the Consultant with access to relevant personnel, facilities, records, reports and other information accessible by the City that the Consultant may reasonably request from time-to-time during the Term.

6. **TERMINATION.**

A. **By the City At-Will.** The City may terminate this Agreement, without penalty, at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant.

B. **By the Consultant At-Will.** The Consultant may terminate this Agreement, without penalty, at any time for any or no reason upon delivery of 30 days' prior written notice to the City.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

City: City of Gautier, MS
3330 US 90
Gautier, MS 39553
Email: pyancey@gautier-ms.gov
Attention: Paula Yancey

Consultant: Blackwater Consulting, LLC
952 Tulip Poplar Lane
Birmingham, AL 35244
Email: shawn@blackwaterconsulting.org

or to such other address as may be furnished in writing by either party in the preceding manner.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the City, is and will be at all times an independent contractor. The Consultant does

not have the express, implied or apparent authority either (A) to act as the City's agent or legal representative or (B) to legally bind the City, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- B. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- C. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- D. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- E. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- F. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- G. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the City.
- H. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- I. **Construction:** This Agreement will be construed in its entirety according to its plain meaning, will not be construed against the party who provided or drafted it, and will be construed in accordance with Mississippi law.
- J. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- K. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- L. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- M. **Exclusivity:** So long as the Consultant is under contract with the City of Gautier, neither Consultant, nor its owners, organizers, representatives, employees, or agents will engage, assist, or contract with any other governmental entity to provide the same or similar services described herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CITY:

CITY OF GAUTIER, MS

By: _____

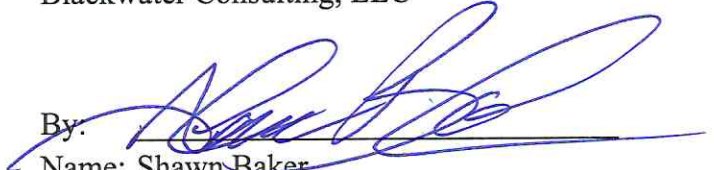
Name:

Title:

Date:

CONSULTANT:

Blackwater Consulting, LLC

By:  _____

Name: Shawn Baker

Title: President

Date: 2/11/21

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

Council Meeting:
Title:

**February 16, 2021
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 000-2021

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 February 16, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RETAIL STRATEGIES LLC	211014	02/16/2021	01/20/2021			8,750.00	
	Account Number 001-021-688	Description		Invoice #	Date	P.O.	Amount	
		CONSULTING SERVICES		401-3C	03/19/2021			8,750.00
001	AT&T	211135	02/16/2021	01/28/2021			3,191.31	
	Account Number 001-092-605	Description		Invoice #	Date	P.O.	Amount	
		MONTHLY SERVICE		2284978000	01/14/2021			3,191.31
001	SECURE NETWORKS LLC	211136	02/16/2021	01/28/2021			2,280.00	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2021 NETWORK SERVICES		4419	01/14/2021			2,280.00
001	BELL AUTO PARTS INC	211154	02/16/2021	01/29/2021			98.00	
	Account Number 001-170-639	Description		Invoice #	Date	P.O.	Amount	
		PUMP: WEED SPRAYER		D058481	01/27/2021			98.00
001	TRIPLE J LLC	211160	02/16/2021	01/29/2021			51.96	
	Account Number 001-100-638	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TIRE REPR (3): U #32		1003185	01/12/2021			38.97
		TIRE SWAP: U #12406		1003186	01/12/2021			12.99
001	SINGING RIVER ELECTRIC COOPERATIVE	211161	02/16/2021	01/29/2021			669.48	
	Account Number 001-161-631	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SOUTH FD 76008001		01192021	01/27/2021			257.83
	001-201-629	BACOT PARK 10137		01192021	01/27/2021			259.97
	001-170-631	SIGNAL LIGHTS 10138		01192021	01/27/2021			126.68
		BACOT SPLASHPAD 103751001		01192021	01/27/2021			25.00
001	MSC 7511	211162	02/16/2021	01/29/2021			113.14	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		GEMG00-01 RENTAL FEE		INV4051418	01/22/2021			113.14
001	O'REILLY AUTO PARTS	211180	02/16/2021	02/01/2021			1,520.39	
	Account Number 001-100-570	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	IDLER PULLEY: U #12416		1978192168	12/20/2020			26.43
	001-100-570	TRANS FLUID: E5		1978193053	01/06/2021			55.99
	001-170-638	WIPER BLADE (2): U #17823		1978193515	01/11/2021			34.44
	001-170-639	OIL FILTER, 1QT OIL		1978193716	01/13/2021			11.28
	001-170-638	OIL: 1GAL & 5QT, 1GAL ANTIFRZ		1978193716	01/13/2021			58.67
	001-170-639	16OZ DETLR, GLASS CLN, CLOTH		1978193770	01/13/2021			20.47
	001-100-570	HYD FILTER: BALL FIELD DRAG		1978193826	01/14/2021			8.20
	001-161-638	MIRROR: ACO TRUCK		1978193833	01/14/2021			167.78
	001-100-570	1GAL ANTIFRZ, 2.5GAL BLUE DEF		1978194329	01/18/2021			33.98
	001-161-638	2PC KEYLESS BATT, BRAKE CLN(12)		1978194404	01/19/2021			39.86
	001-170-639	24PK MICRO CLOTH, 16OZ WAX		1978194530	01/20/2021			28.98
	001-170-638	BATT (4), CORE CHRG: SIGN		1978194530	01/21/2021			584.56
	001-170-638	CDT RTN CORE CHRG: SIGN		1978194530	01/21/2021			-88.00
	001-170-638	WIPER BLADE (2), COPPER LUGS		1978194748	01/22/2021			19.97
	001-170-638	1QT OIL (12)		1978195042	01/25/2021			47.88
	001-170-639	1QT OIL (12)		1978195042	01/25/2021			47.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	211180	02/16/2021	02/01/2021			1,520.39	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	PUMP	1978195044	01/25/2021			16.99	
	001-100-570	ENGINE MOUNT: U #45	1978195049	01/25/2021			99.30	
	001-170-639	BATT,CORE CHRG,MOTOR TRMT	1978195070	01/25/2021			103.93	
	001-170-639	CDT RTN: CORE CHRG	1978195070	01/25/2021			-10.00	
	001-170-559	ABSORBENT	1978195090	01/25/2021			19.98	
	001-100-570	RETAINER(2),SEAL WSHR(2):U #45	1978195096	01/25/2021			24.89	
	001-100-570	HOSE CLAMP(2),A/T FILTER:U #45	1978195096	01/25/2021			20.82	
	001-100-570	RETAINER (2): DODGE CHARGERS	1978195296	01/27/2021			17.98	
	001-100-570	CDT RTN: RETAINER (2)	1978195403	01/28/2021			-17.98	
	001-170-638	FUEL PUMP: REC TRUCK	1978195445	01/28/2021			146.11	
001	LOWES HOME CENTERS INC	211184	02/16/2021	02/02/2021			1,074.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CNTR PUNCH, SHEET METAL SCREWS	902001	12/28/2020			18.00	
	001-170-559	WIFI ROUTER	918769	12/29/2020			47.50	
	001-170-559	S-RING (2), PADLOCK (2),KEY(2)	918770	12/29/2020			17.52	
	001-161-635	PRO-FLUSH, HANDHELD SHOWER	901864	01/04/2021			117.79	
	001-161-635	HOSE LINE	902185	01/04/2021			5.50	
	001-092-635	UBEND LIGHT BULB (8)	909707	01/05/2021			75.84	
	001-161-635	TUB/SHWR VALVE STEM (2)	918624	01/05/2021			26.56	
	001-170-559	ASRT BOLTS (12)	918592	01/05/2021			3.68	
	001-161-635	CDT RTN:TUB/SHWR VALVE STEM(2)	918623	01/05/2021			-26.56	
	001-161-635	TUB/SHWR VALVE STEM (2)	901143	01/05/2021			26.56	
	001-205-559	KOBALT SOCKET WRENCH	901126	01/05/2021			18.99	
	001-170-634	80LB QUIKRETE (5)	901358	01/06/2021			20.65	
	001-092-635	17W TUBE LIGHT BULB	901420	01/06/2021			7.59	
	001-040-559	25CT DRYWALL ANCHOR	902336	01/06/2021			7.11	
	001-161-559	2032 COIN BATT 2PK	901460	01/06/2021			5.68	
	001-170-559	AAA BATT 8PK	901527	01/07/2021			8.06	
	001-161-559	NOZZLE,DR STOP,32CT WATER (10)	901586	01/07/2021			81.84	
	001-170-634	2X8X10 TREATED LUMBER	909316	01/08/2021			18.99	
	001-092-635	DELTA SINK FAUCET	902970	01/12/2021			46.60	
	001-092-635	CDT RTN: DELTA SINK FAUCET	918258	01/12/2021			-46.60	
	001-170-639	PLYWOOD SHEATHING (3), CAULK	902277	01/13/2021			107.38	
	001-170-639	SHEET METAL SCREW(2),EYE SCREW	902328	01/14/2021			21.42	
	001-100-635	MOEN KITCHEN FAUCET	910758	01/15/2021			56.05	
	001-100-635	CDT RTN: MOEN KITCHEN FAUCET	916331	01/15/2021			-56.05	
	001-170-559	DRILL BIT (2)	901489	01/19/2021			8.14	
	001-170-577	5LB SCREWS, ANCHORS, DRILL BIT	901487	01/19/2021			73.74	
	001-170-559	DRILL BIT	901760	01/20/2021			28.39	
	001-170-559	CORD STORAGE REEL	918125	01/20/2021			9.49	
	001-170-577	2X4X92-5/8 WW STUD (6)	902421	01/20/2021			35.22	
	001-170-634	80LB QUIKRETE(2),50LB QUIKRETE	902514	01/21/2021			27.09	
	001-205-559	DW COMPACT BATT (2),DW CHARGER	917063	01/21/2021			282.15	
001	AUTO TRUCK AND TRAILER PARTS INC	211195	02/16/2021	02/03/2021			1,943.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	BATT: E2	286931	01/05/2021			420.00	
	001-161-638	PULL ROPE, CONNECTOR (2): E5	286890	01/06/2021			12.44	
	001-161-638	STARTER: E5	286944	01/06/2021			332.26	
	001-100-570	LUBE (8): POL VEH	286972	01/07/2021			103.36	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	211195	02/16/2021	02/03/2021			1,943.38	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	CONNECTOR (2): E5		286991	01/07/2021			6.80
	001-100-570	CABIN FILTER (2): POL VEH		286992	01/07/2021			27.54
	001-090-638	BATT: R-302		286978	01/08/2021			136.00
	001-161-638	STARTER: E2		286977	01/11/2021			306.14
	001-161-638	SPRING ASRT		287059	01/12/2021			49.50
	001-100-570	CONTROL ARM: U #49		287078	01/13/2021			60.92
	001-170-639	SWITCH: JOHN DEERE		287118	01/15/2021			6.50
	001-170-639	OIL (4): JOHN DEERE		287121	01/15/2021			140.00
	001-170-638	HITCH (2): REC TRUCKS		287219	01/21/2021			92.40
	001-170-639	PIN (2): TRAILER HITCH		287220	01/21/2021			5.00
	001-170-639	ANTIFRZ (2)		287248	01/22/2021			23.60
	001-170-639	DIESEL ADDITIVE (4)		287275	01/25/2021			34.48
	001-161-638	1GAL ROTELLA (3)		287298	01/25/2021			49.50
	001-100-570	AC WASHER (4): U #45		287316	01/26/2021			7.70
	001-100-570	ANTIFRZ (6)		287348	01/27/2021			85.62
	001-170-639	HOSE, PLUG, WIRE, SPLICE, CLIPS		287353	01/27/2021			43.62
001	TEC	211201	02/16/2021	02/03/2021			121.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1014356	02/01/2021			121.93
001	SPARKLIGHT	211203	02/16/2021	02/04/2021			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2021: SR BLDG #120793682		01252021	02/01/2021			84.62
001	ACE DATA STORAGE INC	211204	02/16/2021	02/04/2021			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2021 SHREDDING SERVICE		76177	02/01/2021			105.00
001	SPARKLIGHT	211205	02/16/2021	02/05/2021			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2021: #107571481		01252021	02/01/2021			147.06
001	CENTERPOINT ENERGY	211210	02/16/2021	02/08/2021			150.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:12/28-1/26/21		11000885-1	02/02/2021			96.70
	001-161-630	SOUTH FIRE STN:12/28-1/26/21		11000999-0	02/02/2021			53.75
001	JACKSON COUNTY ADULT DETENTION CENTER	211224	02/16/2021	02/08/2021			4,620.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JAN 2021 ADC CHGS		01312021	02/04/2021			4,620.00
001	MS DEPT OF FINANCE & ADMIN	211225	02/16/2021	02/08/2021			23,119.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2021 COURT ASSESSMENTS		01312021	02/01/2021			23,119.25
001	MS DEPT OF PUBLIC SAFETY	211226	02/16/2021	02/08/2021			1,483.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2021 SPECIAL ASSESSMENTS		01312021	02/01/2021			1,483.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	211227	02/16/2021	02/08/2021			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2021 INTERLOCK FEES		01312021	02/01/2021			500.00
001	BORDIS & DANOS PLLC	211228	02/16/2021	02/08/2021			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	FEB 2021 RETAINER		91	02/01/2021			10,000.00
001	AIRGAS USA LLC	211229	02/16/2021	02/09/2021			221.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		997711851	01/31/2021			221.63
001	GOVERNMENT BRANDS SHARED SERVICES	211230	02/16/2021	02/09/2021			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	FEB 2021 COURT SUPPORT		INV207167	02/01/2021			1,495.00
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	211231	02/16/2021	02/09/2021			227.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3124897536	02/01/2021			227.10
001	CINTAS CORPORATION NO 2	211232	02/16/2021	02/09/2021			312.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4072199732	01/06/2021			78.07
	001-205-535	MAINTENANCE		4072858463	01/13/2021			78.07
	001-205-535	MAINTENANCE		4073544325	01/20/2021			78.07
	001-205-535	MAINTENANCE		4074172419	01/27/2021			78.07
001	CREDIT CARD CENTER	211234	02/16/2021	02/09/2021			89.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE-ES INSTRUCTOR BOOK		01082021	01/11/2021			89.25
001	SBM REPORTING LLC	211235	02/16/2021	02/09/2021			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	02/04/21 PLANNING MTG		MB1186	02/05/2021			175.00
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	211236	02/16/2021	02/09/2021			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	FY 2021 DUES		02012021	02/01/2021			75.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	211237	02/16/2021	02/09/2021			227.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MX-M654N SERV AGRMNT (6MO)		385929	01/28/2021			227.00
001	CARDMEMBER SERVICES	211240	02/16/2021	02/09/2021			3,665.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-682	ASFFM DUES: MORGAN, RAMONA		01132021	01/14/2021			165.00
	001-001-509	SAFETY VESTS: GMYC (10)		01152021	01/19/2021			129.50
	001-040-559	ADOBE PRO DC: FLOYD		01152021	01/19/2021			192.47
	001-170-513	MOVIE LICENSE: THE LION KING		01192021	01/20/2021			450.00
	001-170-513	MOVIE LICENSE: DOLITTLE		01192021	01/20/2021			435.00

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001	CARDMEMBER SERVICES	211240	02/16/2021	02/09/2021			3,665.95	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	MOVIE LIC: TROLLS WORLD TOUR		01192021	01/20/2021			450.00
	001-170-513	MOVIE LIC: NORM NORTH:FAM VAC		01192021	01/20/2021			395.00
	001-170-513	MOVIE LICENSE: GREASE II		01192021	01/20/2021			395.00
	001-170-513	MOVIE LICENSE: SCHOOL SPIRITS		01192021	01/20/2021			395.00
	001-170-513	MOVIE LIC: CHRISTMAS VACATION		01192021	01/20/2021			435.00
	001-161-681	EMERGENCY CARE EMT (2) PBACK		01262021	01/27/2021			223.98
001	MALLETTE BROTHERS CONSTRUCTION INC	211245	02/16/2021	02/09/2021			434.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	29.98 TN FILL SAND		22154	02/05/2021	210407		434.71
001	CAN'T MISS EMBROIDERY	211246	02/16/2021	02/09/2021			81.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	EMBROIDER JACKET: GP BADGE(2)		25292	01/14/2021	210300		81.96
001	MS PRISON INDUSTRIES	211248	02/16/2021	02/09/2021			18.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	12X10 SIGN: TIDELANDS TRUST		120618	01/20/2021	210327		18.50
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	211250	02/16/2021	02/09/2021			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	TREE DED PLAQUE:GEORGE MARTIN		211107	01/28/2021	210371		25.00
001	GOODYEAR AUTO CENTER	211251	02/16/2021	02/09/2021			630.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SET 245/55R18 103V EAG: U #32		223982	01/21/2021	210341		630.97
001	SECURE NETWORKS LLC	211256	02/16/2021	02/09/2021			265.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-704	500 GB SOLID STATE HARD DRIVE		4438	02/01/2021	210343		150.00
	001-094-704	8 GB MEMORY MODULE		4438	02/01/2021	210343		100.00
	001-094-704	SHIPPING: DELL LAPTOP UPGRADE		4438	02/01/2021	210343		15.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211259	02/16/2021	02/09/2021			2,540.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-500	BIRDSONG BLU 8.5X11 PLANNER		3467413402	01/21/2021	210342		21.99
	001-094-500	BACCARA WEEKLY PLANNER 8X11		3467413403	01/21/2021	210342		21.99
	001-094-500	CDT RTN:BS BLU 8.5X11 PLANNER		3467638116	01/23/2021	210342		-21.99
	001-094-500	AAA BATTERIES 24PK		3467170612	01/16/2021	210335		15.10
	001-094-500	MINI BINDER CLIPS 144CT		3467170612	01/16/2021	210335		1.62
	001-094-500	SMALL BINDER CLIPS 40CT		3467170612	01/16/2021	210335		.87
	001-094-500	DESKTOP CALCULATOR		3467170612	01/16/2021	210335		3.99
	001-040-703	CREDENZA SHELL 71X24X2 (2)		3468045675	01/29/2021	210265		353.06
	001-040-703	OVERHEAD HUTCH W/DOORS		3468045675	01/29/2021	210265		247.47
	001-040-703	TACKBOARD BLACK FABRIC		3468045675	01/29/2021	210265		62.40
	001-040-703	FLUSH BRIDGE 36X24X29		3468045675	01/29/2021	210265		83.20
	001-040-703	HANG BOX/FILE PEDESTAL W/LOCK		3468045675	01/29/2021	210265		129.62
	001-040-703	RECTANGULAR DESK SHELL		3468045675	01/29/2021	210265		152.41
	001-040-703	REVERSIBLE RETURN SHELL		3468045675	01/29/2021	210265		111.90
	001-040-703	HANG BOX/FILE PEDESTAL (2)		3468045675	01/29/2021	210265		259.24
	001-040-703	INSTL SERVICES (EIS)		3468045675	01/29/2021	210265		113.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211259	02/16/2021	02/09/2021			2,540.81	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-703	BOX/FILE PEDESTAL W/LOCK	3468045675	01/29/2021	210265		192.00	
	001-040-500	LEXMARK 501H BLACK HY TONER	3468045677	01/29/2021	210374		144.53	
	001-040-500	HP 951XL YEL INK CART	3468045677	01/29/2021	210374		26.59	
	001-040-500	HP 951XL MAG HY INK CART	3468045677	01/29/2021	210374		26.59	
	001-040-500	LEXMARK CS417 BLACK TONER HY	3468045677	01/29/2021	210374		135.95	
	001-040-500	LEXMARK CS317 CYAN TONER	3468045677	01/29/2021	210374		110.24	
	001-040-500	PLASTIC LETTER WALL FILE (4)	3468045677	01/29/2021	210374		32.64	
	001-090-500	DRY ERASE MARKERS ASRT 4PK	3467890665	01/27/2021	210367		5.03	
	001-090-500	DURACELL AAA BATTERIES 36PK	3467890665	01/27/2021	210367		20.98	
	001-090-500	ONE TOUCH STAPLE REMOVER	3467890665	01/27/2021	210367		6.20	
	001-090-500	LETTER LEGAL TRAYS 2PK (2)	3467890665	01/27/2021	210367		14.98	
	001-090-500	HP 64XL INK TRI COLOR	3467890665	01/27/2021	210367		45.88	
	001-090-500	HP 64XL INK BLACK	3467890665	01/27/2021	210367		41.88	
	001-090-500	LETTER WALL FILE CLEAR (3)	3467890665	01/27/2021	210367		24.48	
	001-090-500	LETTER WALL FILE 3 POCKET (3)	3467890665	01/27/2021	210367		27.81	
	001-090-500	LEGAL FILE FOLDERS GRN 100/BX	3467890665	01/27/2021	210367		16.24	
	001-090-500	HP 952 INK 4PK	3467890665	01/27/2021	210367		89.09	
	001-090-500	3-RING BINDER 4" BLUE (2)	3467979927	01/28/2021	210367		22.98	
001	HARTTECH HEATING AND AIR	211265	02/16/2021	02/09/2021			275.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	REPL AC SWITCH #9: COURTROOM	210238	02/08/2021	210238		275.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	211266	02/16/2021	02/09/2021			475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	PNEU-DART PUMP UP TYPE P	17139	02/02/2021	210323		475.00	
001	RED BUD SUPPLY INC	211267	02/16/2021	02/09/2021			1,620.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	RAISED PAVEMENT MARKER (400)	172467	01/25/2021	210321		1,620.00	
001	OCCUPATIONAL HEALTH CENTER INC	211269	02/16/2021	02/09/2021			715.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PHYSICAL EMT CLASS: HOLLAND	230057	02/04/2021	210364		75.00	
	001-161-604	TDAP VACCINE: HOLLAND	230057	02/04/2021	210364		55.00	
	001-161-604	HEPATITIS B VACCINE: HOLLAND	230057	02/04/2021	210364		78.00	
	001-161-604	TB SKIN TEST: HOLLAND	230057	02/04/2021	210364		22.00	
	001-161-604	PHYSICAL EMT CLASS: SMALL	230057	02/04/2021	210364		75.00	
	001-161-604	TDAP VACCINE: SMALL	230057	02/04/2021	210364		55.00	
	001-161-604	HEPATITIS B VACCINE: SMALL	230057	02/04/2021	210364		78.00	
	001-161-604	TB SKIN TEST: SMALL	230057	02/04/2021	210364		22.00	
	001-022-604	PRE-EMP PHYSICAL: SCARBROUGH	229214	02/04/2021	210344		75.00	
	001-022-604	PRE-EMP DRUG SCREEN: SCARBROUGH	229214	02/04/2021	210344		35.00	
	001-100-604	PRE-EMP DRUG SCREEN: WOODS	229214	02/04/2021	210363		70.00	
	001-100-604	PRE-EMPLOYEE PHYSICAL: WOODS	229214	02/04/2021	210363		75.00	
001	C SPIRE WIRELESS	211272	02/16/2021	02/09/2021			916.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	01/31/2021			47.15	
	001-040-605	ADMIN CELL PHONES	0030759348	01/31/2021			128.49	
	001-090-605	BLD-PLNG CELL PHONES	0030759348	01/31/2021			201.47	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	211272	02/16/2021	02/09/2021			916.90	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	IPAD SERVICE(3)	0030759348	01/31/2021			102.57	
	001-094-605	GRANT-PROJ CEL PHONES	0030759348	01/31/2021			94.30	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	01/31/2021			141.45	
	001-170-605	RECREATION CELL PHONES	0030759348	01/31/2021			150.03	
	001-205-605	MAINT CELL PHONE	0030759348	01/31/2021			51.44	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211274	02/16/2021	02/09/2021			22.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-500	BS SULLANA WEEKLY PLANNER 8X11	3467753661	01/24/2021	210342		22.99	
001	FUELMAN	211275	02/16/2021	02/10/2021			2,202.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP59520126	02/01/2021			33.40	
	001-100-525	UNL & DSL FUEL	NP59520126	02/01/2021			1,667.56	
	001-161-525	DSL FUEL	NP59520126	02/01/2021			299.15	
	001-170-525	UNL FUEL	NP59520126	02/01/2021			134.74	
	001-205-525	UNL & DSL FUEL	NP59520126	02/01/2021			67.70	
001	FUELMAN	211277	02/16/2021	02/10/2021			2,440.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP59594827	02/08/2021			74.39	
	001-100-525	UNL FUEL	NP59594827	02/08/2021			1,780.98	
	001-161-525	UNL & DSL FUEL	NP59594827	02/08/2021			351.25	
	001-170-525	UNL FUEL	NP59594827	02/08/2021			187.62	
	001-205-525	ULN FUEL	NP59594827	02/08/2021			46.58	
001	SINGING RIVER ELECTRIC COOPERATIVE	211280	02/16/2021	02/10/2021			99.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-631	SRM ELEC BOX 104312006	01182021	02/09/2021			99.00	
001	LOCAL GOVERNMENT SERVICES LLC	211282	02/16/2021	02/10/2021			481.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-601	RESPOND C-POINT FF-BOND ISSUE	1911	02/09/2021			481.25	
001	DIRECTV LLC	211283	02/16/2021	02/10/2021			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (MAR)	02132021	02/14/2021			160.00	
FUND TOTAL	1 Claims	to	Checks	47 Total	79,916.96 Manual	Held	Total	79,916.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	LOWES HOME CENTERS INC	211185	02/16/2021	02/02/2021			1,709.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	22" SS 100LB ICE MAKER		981468	01/07/2021			1,709.05
156	MID SOUTH UNIFORM & SUPPLY INC	211247	02/16/2021	02/09/2021			2,803.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	SBA SACRAMENTO CARRIER (3)		613213	01/25/2021	210088		267.12
	156-100-799	NAME TAPE HOOK (3)		613213	01/25/2021	210088		18.00
	156-100-799	BACK PATCH LEGACY POLICE (3)		613213	01/25/2021	210088		16.86
	156-100-799	VELCRO EMBLEMS (9)		613213	01/25/2021	210088		18.00
	156-100-799	STANDARD CUFF CASE (3)		613213	01/25/2021	210088		59.85
	156-100-799	DOUBLE MAG CASE (3)		613213	01/25/2021	210088		89.85
	156-100-799	SBA ARMOR SX02 LVL 2 MALE (3)		613213	01/25/2021	210088		2,022.48
	156-100-799	SBA CONCEALABLE CARRIER (3)		613213	01/25/2021	210088		252.81
	156-100-799	SBA SOFT TRAUMA PLATE (3)		613213	01/25/2021	210088		58.98
156	PTS SOLUTIONS INC	211261	02/16/2021	02/09/2021			17,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	PLATINUM MOBILE OFFICE PKG		202034RA-2	02/03/2021	210331		12,500.00
	156-100-799	SOFTWARE 3305 SERVICES S5CS		202034RA-2	02/03/2021	210331		5,000.00
FUND TOTAL 156 Claims	to	Checks	3 Total	22,013.00	Manual		Held	Total 22,013.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	LOWES HOME CENTERS INC	211186	02/16/2021	02/02/2021			91.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	OVAL WALL MIRROR: SHEP BHOUSE		917648	12/30/2020			91.16
171	COMM-TECH SOLUTIONS INC	211255	02/16/2021	02/09/2021			3,702.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	PHONE SYSTEM: SHEP LOG CABIN		16746	01/28/2021	210318		3,702.84
171	SECURE NETWORKS LLC	211257	02/16/2021	02/09/2021			1,399.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	SONIC WALL TZ270 FIREWALL		4437	02/01/2021	210306		775.00
	171-176-779	HP/ARUBA 2500 SERIES		4437	02/01/2021	210306		400.00
	171-176-779	SINEWAVE UPS SYSTEM		4437	02/01/2021	210306		199.00
	171-176-779	SHIPPING		4437	02/01/2021	210306		25.00
FUND TOTAL 171 Claims	to	Checks	3 Total	5,193.00	Manual	Held	Total	5,193.00

Docket of Claims
Release date from 02/16/2021 thru 02/16/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	211189	02/16/2021	02/03/2021			42,828.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		JAN 2021	01/25/2021			42,828.97
FUND TOTAL 172 Claims	to	Checks	1 Total	42,828.97	Manual	Held	Total	42,828.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	O'REILLY AUTO PARTS	211181	02/16/2021	02/01/2021			90.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	FUEL PRESSURE SENSOR: SHEP VAN		1978193614	01/12/2021		86.04	
	176-170-638	WIPER BLADE (2): SHEP VAN		1978193640	01/12/2021		3.98	
176	LOWES HOME CENTERS INC	211187	02/16/2021	02/02/2021			113.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	75W 2CT LIGHT BULB (3)		918775	12/29/2020		51.24	
	176-170-586	HOSE BIBB (2), PLUMBERS TAPE		909122	01/09/2021		43.61	
	176-170-635	2 AMP MOTION SENSOR		909316	01/12/2021		18.98	
176	AUTO TRUCK AND TRAILER PARTS INC	211199	02/16/2021	02/03/2021			6.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	SEA FOAM CLEANER:CONCR MIXER		286917	01/13/2021		6.97	
176	SINGING RIVER ELECTRIC COOPERATIVE	211208	02/16/2021	02/05/2021			2,896.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		01192021	01/27/2021		2,637.29	
	176-170-631	HOUSE 76855002		01192021	01/27/2021		49.66	
	176-170-631	SSP WELCOME CENTER 108928002		01192021	01/27/2021		149.76	
	176-170-631	DUMP STATION 109931001		01192021	01/27/2021		60.00	
176	AT&T	211211	02/16/2021	02/08/2021			404.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	12/14/2020		202.06	
	176-170-605	MONTHLY SERVICE		2284972244	01/14/2021		202.52	
176	CARDMEMBER SERVICES	211239	02/16/2021	02/09/2021			2,515.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	SHOWER CURTAINS (4)		01052021	01/06/2021		55.88	
	176-170-703	MC MODERN TUFTED SOFA		01282021	01/28/2021		550.00	
	176-170-703	CLUB CHAIR: SALMON (2)		01282021	01/28/2021		300.00	
	176-170-703	MAHOGANY CARVED TABLE		01282021	01/28/2021		600.00	
	176-170-703	TABLE ROUND W/ SLIPCOVER		01282021	01/28/2021		100.00	
	176-170-703	ROUND OCCASIONAL TABLE		01282021	01/28/2021		85.00	
	176-170-703	METAL/GLASS DISPLAY SHELF		01282021	01/28/2021		75.00	
	176-170-703	DOME SHAPED PLANT STAND		01282021	01/28/2021		100.00	
	176-170-703	CUSTOM CORNER HUTCH		01282021	01/28/2021		350.00	
	176-170-703	CHAIRS (6)		01282021	01/28/2021		300.00	
176	OFFICE DEPOT 1104	211252	02/16/2021	02/09/2021			480.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	HP OFFICEJET PRINTER		152595001	01/27/2021	210369	329.89	
	176-170-500	HP 962 INK C/M/Y BLK 4PK		152592001	01/27/2021	210369	88.31	
	176-170-500	SHREDDER CROSSCUT		152592001	01/27/2021	210369	49.99	
	176-170-500	MOUSPAD		152592001	01/27/2021	210369	8.49	
	176-170-500	SHARPIE 4PK (2)		152592001	01/27/2021	210369	4.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SENA JONES POTTERY	211268	02/16/2021	02/09/2021			347.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	POTTERY MUGS (10)	1-2021	02/04/2021	210410		140.00	
	176-170-541	LARGE SPOON REST (4)	1-2021	02/04/2021	210410		28.00	
	176-170-541	SMALL SPOON REST (4)	1-2021	02/04/2021	210410		22.40	
	176-170-541	BUD VASE LARGE	1-2021	02/04/2021	210410		8.40	
	176-170-541	SMALL BUD VASE	1-2021	02/04/2021	210410		7.00	
	176-170-541	CASSEROLE SMALL	1-2021	02/04/2021	210410		10.50	
	176-170-541	BOWL MEDIUM	1-2021	02/04/2021	210410		14.00	
	176-170-541	BACON COOKER	1-2021	02/04/2021	210410		17.50	
	176-170-541	CREAMER PITCHER (2)	1-2021	02/04/2021	210410		19.60	
	176-170-541	BIRD FEEDER/ BATH	1-2021	02/04/2021	210410		17.50	
	176-170-541	SOAP DISPENSER PUMP	1-2021	02/04/2021	210410		14.00	
	176-170-541	SET:MUG,SPOON REST,BOWL W/LID	1-2021	02/04/2021	210410		31.50	
	176-170-541	SMALL BERRY BOWL (2)	1-2021	02/04/2021	210410		16.80	
176	C SPIRE WIRELESS	211273	02/16/2021	02/09/2021			51.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONE	0030759348	01/31/2021			51.44	
176	FUELMAN	211278	02/16/2021	02/10/2021			39.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59594827	02/08/2021			39.03	
FUND TOTAL 176 Claims		to	Checks	10 Total	6,946.34 Manual	Held	Total	6,946.34

Docket of Claims
Release date from 02/16/2021 thru 02/16/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	PILGER TITLE CO	211242	02/16/2021	02/09/2021			12,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-093-699	TITLE OPINION, SEARCH, REVIEW		G207899S	02/05/2021		12,000.00	
FUND TOTAL 309 Claims	to	Checks	1 Total	12,000.00	Manual	Held	Total	12,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC Account Number 360-726-762	211243	02/16/2021	02/09/2021			7,203.75	
	BIDDING			Invoice # 7880	Date 12/29/2020	P.O.	Amount	7,203.75
FUND TOTAL 360 Claims	to	Checks	1 Total	7,203.75	Manual	Held	Total	7,203.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	211182	02/16/2021	02/01/2021			106.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	VEHICLE MAINT: MR TRUCKS (2)		1978193035	01/06/2021			106.47
400	JACKSON COUNTY UTILITY AUTHORITY	211183	02/16/2021	02/02/2021			235,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	FEB 2021 TREATMENT CHGS		977	02/01/2021			235,473.00
400	LOWES HOME CENTERS INC	211188	02/16/2021	02/02/2021			87.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	10LB INSECT KILLER (3)		901801	01/08/2021			21.30
	400-650-559	CERAMIC TOWER HEATER		918599	01/15/2021			66.49
400	CLEARWATER SOLUTIONS LLC	211190	02/16/2021	02/03/2021			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JAN 2021 OPERATION FEE		GAUTIER098	02/01/2021			170,690.75
400	CONSOLIDATED PIPE & SUPPLY	211206	02/16/2021	02/05/2021			170.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	TD DI BELL RESTRAINT (2)		3710258	01/20/2021			170.00
400	SINGING RIVER ELECTRIC COOPERATIVE	211209	02/16/2021	02/05/2021			3,565.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		01192021	01/27/2021			226.74
	400-651-631	LIFT STNS 17883		01192021	01/27/2021			2,038.22
	400-651-631	LIFT STNS 17884		01192021	01/27/2021			1,300.69
400	MISSION COMMUNICATIONS LLC	211241	02/16/2021	02/09/2021			6,388.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ION PLANT 15MIS16089		1048723	02/04/2021			519.48
	400-651-698	RENEWAL: ION PLANT 16MIS18643		1048723	02/04/2021			375.62
	400-651-698	MYDRO M850 SERV PKG: NEW TANK		1048723	02/04/2021			422.55
	400-651-698	RENEWAL: LARK WELLS 1 & 6		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: WESTGATE WELL 4		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: MALL TANK & WELL 7		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: OFFICE WELL 8		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: HONDURAS WELL 9		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: BEASLEY WELL 10		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: HWY57 TANK & WELL		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: MARTIN BLUFF TANK		1048723	02/04/2021			563.40
	400-651-698	RENEWAL: CENTRAL STN TANK		1048723	02/04/2021			563.40
400	WASTE MANAGEMENT OF MS-GLF COAST INC	211244	02/16/2021	02/09/2021			2,140.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL-OFF TIMBERLANE		07 3483747686	02/01/2021			2,140.07
400	SOUTHERN PIPE & SUPPLY CO INC	211249	02/16/2021	02/09/2021			1,436.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4" COUP 4.25-5.63 SERIES (4)		4977837-00	02/01/2021	210362		795.52
	400-651-581	4" SCH 40 PVC 45 DEG ELL (8)		4977837-00	02/01/2021	210362		62.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	211249	02/16/2021	02/09/2021			1,436.64	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4" SCH 40 PVC SXS COUP (4)		4977837-00	02/01/2021	210362		12.00
	400-651-581	4" SCH 40 PVC BALL VALVE (4)		4977837-00	02/01/2021	210362		156.64
	400-651-581	12" BELL JOINT CLAMP:LOG CABIN		4967422-00	01/25/2021	210358		410.08
400	C & M ELECTRIC MOTOR SERVICE INC	211253	02/16/2021	02/09/2021			2,498.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	15HP SUB PUMP: SHELL LANDING		12315	02/01/2021	210403		2,498.60
400	COAST CHLORINATOR & PUMP CO INC	211254	02/16/2021	02/09/2021			1,439.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PM KIT AUTOMATIC SO MODULE		72225	02/03/2021	210400		118.00
	400-651-581	TUBING CONNECTOR 1/4X3/8 (3)		72225	02/03/2021	210400		42.00
	400-651-581	CCP-LBR-ASO SHOP LABOR		72225	02/03/2021	210400		90.00
	400-651-581	PM KIT AUTOMATIC SO MODULE		72225	02/03/2021	210400		118.00
	400-651-581	TUBING CONNECTOR 1/4X3/8 (3)		72225	02/03/2021	210400		42.00
	400-651-581	CCP-LBR-ASO SHOP LABOR		72225	02/03/2021	210400		90.00
	400-651-581	PM KIT 500PPD REPL PART #14431		72225	02/03/2021	210400		148.00
	400-651-581	TUBING CONNECTOR 1/4X3/8		72225	02/03/2021	210400		14.00
	400-651-581	SHOP LABOR ADV EJECTOR ASSY		72225	02/03/2021	210400		70.00
	400-651-581	PM KIT 500PPD REPL PART #14431		72225	02/03/2021	210400		148.00
	400-651-581	TUBING CONNECTOR 1/4X3/8		72225	02/03/2021	210400		14.00
	400-651-581	NOZZLE COMBO HOSE/THREAD #12		72225	02/03/2021	210400		130.00
	400-651-581	SHOP LABOR ADV EJECTOR ASSY		72225	02/03/2021	210400		70.00
	400-651-581	PM KIT MODEL 500 HYDRO VAC REG		72225	02/03/2021	210400		195.00
	400-651-581	SHOP LABOR HYDRO 500 VAC REG		72225	02/03/2021	210400		150.00
400	SECURE NETWORKS LLC	211258	02/16/2021	02/09/2021			1,939.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-704	SONICWALL TZ400 FIREWALL APPL		4436	02/01/2021	210312		1,225.00
	400-650-704	HP 48 PORT GIGABIT NETWORK SW		4436	02/01/2021	210312		699.00
	400-650-704	SHIPPING		4436	02/01/2021	210312		15.00
400	CITY ELECTRIC SUPPLY CO	211260	02/16/2021	02/09/2021			1,802.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	THHN2BLK 19STR CU (60)		PAS070394	01/05/2021	210262		89.70
	400-651-581	THHN6GRN 19STR CU (20)		PAS070394	01/05/2021	210262		12.98
	400-651-581	2-14 AWG ALUM LUG (4)		PAS070394	01/05/2021	210262		5.04
	400-651-581	100A 3P HD 600V: LARK WELL #6		PAS070597	01/15/2021	210262		1,695.00
400	ENGEL ELECTRIC LLC	211262	02/16/2021	02/09/2021			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	LABOR: REPL LIFT STN SWITCH		210355	01/26/2021	210355		720.00
400	CORE & MAIN LP	211263	02/16/2021	02/09/2021			933.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BRASS TEE NL (12)		N576426	01/29/2021	210317		66.48
	400-651-581	3/4XCL BRASS NIPPLE NL (12)		N576426	01/29/2021	210317		26.88
	400-651-581	1X3/4 TEE PJ CTS NL (12)		N576426	01/29/2021	210317		714.60
	400-651-583	1" TU PVC BALL VALVE EDPM (6)		N576426	01/29/2021	210317		125.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MUSCO-GULFPORT 1227	211264	02/16/2021	02/09/2021			216.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	18X18 GRATE F/C/BASIN (1)	0691054	01/13/2021	210328		90.90	
	400-651-683	STRAW MAT 8X112.5 100SY (800)	0691054	01/13/2021	210328		216.00	
	400-651-683	CDT RTN:18X18 GRATE F/C/BASIN	CM046335	01/25/2021	210328		-90.90	
400	J H WRIGHT & ASSOCIATES INC	211270	02/16/2021	02/09/2021			4,721.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	SQUARE D B 17.5 (6)	430439	01/29/2021	210340		111.00	
	400-651-584	SQUARE D B50 (6)	430439	01/29/2021	210340		111.00	
	400-651-584	SQUARE D B32 (6)	430439	01/29/2021	210340		111.00	
	400-651-584	SQUARE D B79 (6)	430439	01/29/2021	210340		111.00	
	400-651-584	SQUARE D B36 (6)	430439	01/29/2021	210340		111.00	
	400-651-584	SQUARE D CC94 (6)	430439	01/29/2021	210340		111.00	
	400-651-584	PMPU PHASE MONITOR 208-480 (4)	430439	01/29/2021	210340		480.00	
	400-651-584	ANCHOR ROTO FLOAT (20)	430439	01/29/2021	210340		800.00	
	400-651-584	ANCHOR CONTROL FLOAT (20)	430439	01/29/2021	210340		700.00	
	400-651-584	PC2000 CONTROLLER (3)	430439	01/29/2021	210340		2,075.00	
400	SOUTHERN LINC	211271	02/16/2021	02/09/2021			90.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	FEB 2021 SERV CHGS	10694870	02/01/2021			80.00	
	400-650-698	TAXES/FEES	10694870	02/01/2021			10.16	
400	FUELMAN	211276	02/16/2021	02/10/2021			98.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP59520126	02/01/2021			98.38	
400	FUELMAN	211279	02/16/2021	02/10/2021			113.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP59594827	02/08/2021			113.06	
400	COG DEPOSITORY ACCOUNT	211281	02/16/2021	02/10/2021			267,345.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	DEC 2020 GARBAGE PMTS	12312020	12/31/2020			135,037.15	
	400-000-104	JAN 2021 GARBAGE PMTS	01312021	01/31/2021			132,308.07	
FUND TOTAL 400 Claims		to	Checks	21 Total	701,975.18 Manual	Held	Total	701,975.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	211202	02/16/2021	02/04/2021			106,718.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JAN 2021 RES GARBAGE (6341)		0001136307	01/31/2021			106,718.03
404	THOMPSON CONSULTING SERVICES LLC	211238	02/16/2021	02/09/2021			2,425.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-694	DEBRIS MONITORING: H ZETA		20480031	01/28/2021			2,425.88
FUND TOTAL 404 Claims	to	Checks	2 Total	109,143.91	Manual		Held	Total 109,143.91

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	47 Total	79,916.96 Manual	Held	Total	79,916.96
FUND 156 Claims	to	Checks	3 Total	22,013.00 Manual	Held	Total	22,013.00
FUND 171 Claims	to	Checks	3 Total	5,193.00 Manual	Held	Total	5,193.00
FUND 172 Claims	to	Checks	1 Total	42,828.97 Manual	Held	Total	42,828.97
FUND 176 Claims	to	Checks	10 Total	6,946.34 Manual	Held	Total	6,946.34
FUND 309 Claims	to	Checks	1 Total	12,000.00 Manual	Held	Total	12,000.00
FUND 360 Claims	to	Checks	1 Total	7,203.75 Manual	Held	Total	7,203.75
FUND 400 Claims	to	Checks	21 Total	701,975.18 Manual	Held	Total	701,975.18
FUND 404 Claims	to	Checks	2 Total	109,143.91 Manual	Held	Total	109,143.91
Total for all Funds			Checks 89 Total	987,221.11 Manual	Held	Total	987,221.11

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Approval of Minutes from Regular Council Meeting held
February 2, 2021.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Regular Council Meeting held February 2, 2021.

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 000-2021

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held February 2, 2021 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 February 16, 2021.

Tuesday
February 2, 2021
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 February 2, 2021 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 were Teresa Montgomery, City Clerk; Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 2, 2021 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. “Tasty Thursday” will be February 25th starting at 11:00am at the Singing River Mall Property.**
 - 2. Can’t Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm-8:00pm at the Singing River Mall Property.**
 - 3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property.**
- IV. Presentation Agenda**
 - 1. Rare Disease Day Proclamation**
 - 2. National School Counseling Week Proclamation**
- V. Business Agenda**
 - 1. Approval of an Agreement between LexisNexis and the City of Gautier**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to Acknowledge Bids and Award and Execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to Acknowledge Bids and Award and Execute a Contract with J.E. Talley Construction for the Town Commons Park, Phase 1 project

☐	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. Approval of Minutes from Recessed Council Meeting held January 19, 2021.
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
3. Authorization to change the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History from April Stennett to Babs Logan.
4. Authorization to accept a donation of field leveling equipment for the Parks and Recreation Department
5. Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosure Statement
6. Authorization for the Gautier Police Department to accept a monetary donation from South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service vehicle.

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 February 16, 2021 at 6:30 pm

www.gautier-ms.gov

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

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

1. Add Announcement – Offices will be closed February 15, 2021 in observance of President's Day
2. Add Presentation – Catholic School Week Proclamation

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

Announcements

1. Tasty Thursday" will be February 25th starting at 11:00am at the Singing River Mall Property.
2. Can't Stop the Music (Featuring Serabee) will be March 13, 2021 from 6:00pm-8:00pm at the Singing River Mall Property.
3. Drive-In Movie Night (Featuring the Lion King) will be March 26, 2021 starting at 7:00pm at the Singing River Mall Property.
4. Offices will be closed February 15, 2021 in observance of President's Day.

Presentation

1. Rare Disease Proclamation
 2. National School Counseling Week Proclamation
 3. Catholic School Week Proclamation
-



GAUTIER PRESENTS

TASTY THURSDAY!



**GOOD EATS FROM AWESOME
FOODS TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY – TRUE WINGS– TONY'S
SMOKEHOUSE– THE SCRATCH KITCHEN– TWISTED MAGNOLIA,
TOBY'S SUBS, KEEPIN' IT TASTY, KLASSY WRAPPERS**

**25
FEB
11 AM**

**SINGING RIVER
MALL PROPERTY**

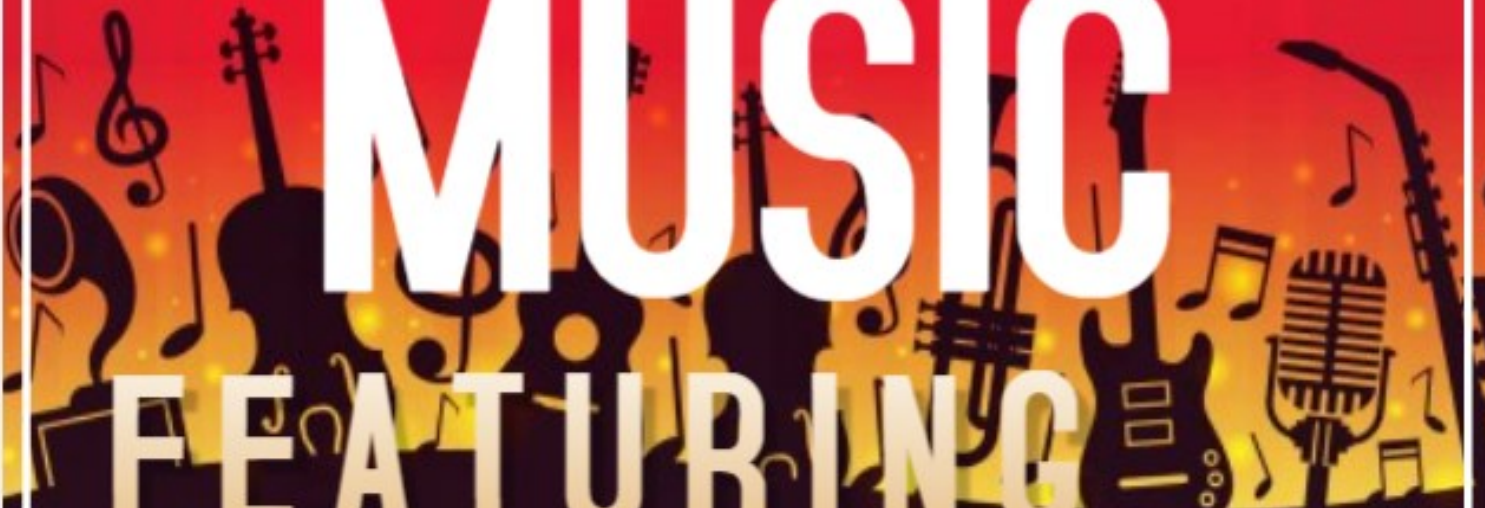
2800 HWY 90 GAUTIER, MS

FREE EVENT

CITY OF GAUTIER PRESENTS

CAN'T STOP THE

MUSIC
FEATURING

A collage of musical instruments and notes in yellow and black, including a violin, guitar, microphone, and various musical notes, set against a red and orange gradient background.

SERABEE

2021 SATURDAY MARCH 13TH
6:00 PM UNTIL 8:00PM

.....
SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

FREE EVENT



DRIVE IN MOVIE NIGHT

Featuring The Lion King

**March
26th**

7pm



**SR Mall Property
2800 Hwy 90**



CITY OF GAUTIER PROCLAMATION

A Proclamation Commemorating National School Counseling Week

WHEREAS, school counselors are employed by public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

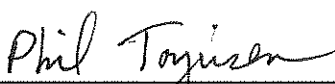
WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, do hereby proclaim February 1-5, 2021 as

NATIONAL SCHOOL COUNSELING WEEK

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd, day of February, 2021.





Mayor Phil Torjusen
City of Gautier, Mississippi

CITY OF GAUTIER PROCLAMATION

Whereas, there are nearly 7,000 diseases and conditions considered rare (each affecting fewer than 200,000 Americans) in the United States, according to the National Institutes of Health (NIH);

Whereas, while each of these diseases may affect small numbers of people, rare diseases as a group affect almost 30 million Americans;

Whereas, even with proper diagnoses, only about 5 percent of rare diseases have a treatment approved by the FDA;

Whereas, most rare diseases are serious or life-threatening, chronic and progressive disorders that place substantial medical and financial burdens on patients and their families;

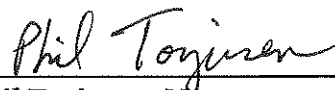
Whereas, while the public is familiar with some rare diseases, many patients and families affected by less widely known rare diseases bear a large share of the burden of funding research and raising public awareness to support the search for treatments;

Whereas, residents of **Gautier, Mississippi** are among those affected by rare diseases because nearly one in 15 Mississippians have rare diseases;

Whereas, the National Organization for Rare Disorders (NORD) is organizing a nationwide observance of Rare Disease Day on February 28, 2021;

Therefore, be it resolved that February 28, 2020, will be observed as Rare Disease Day in **Gautier, Mississippi**.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd, day of February, 2021.



**Phil Torjusen, Mayor
City of Gautier**



CITY OF GAUTIER PROCLAMATION

A Proclamation Honoring Catholic Schools Week

WHEREAS, Catholic Schools Week is an annual national celebration of the important role that Catholic education plays in providing a comprehensive, values – based education; and

WHEREAS, there are approximately 7,300 students in 31 Catholic schools and early childhood centers in the State of Mississippi; and

WHEREAS, we recognize the commitments of parents and guardians, teachers, and auxiliary personnel who have continued to provide outstanding education to students in Catholic Schools throughout the State of Mississippi; and

WHEREAS, this year's theme of "*Catholic Schools: Faith. Excellence. Service.*" celebrates the contributions of Catholic Schools to Mississippi's educational system; and

NOW, THEREFORE, I, Phil Torjusen, Mayor of Gautier, Mississippi, do hereby proclaim the week of January 31 – February 6, 2021

Catholic Schools Week

and encourage residents to recognize the dedicated efforts of the faculty, students and parents.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd day of February, 2021.



Phil Torjusen, Mayor
City of Gautier, Mississippi

Councilman Vaughan made the motion to approve the agreement between LexisNexis and the City of Gautier, as presented. 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 013-2021

WHEREAS, LexisNexis is a provider of legal, regulatory and business information and analytics that help increase productivity and help manage work more efficiently; and

WHEREAS, the City Manager requests that City Council approve the attached agreement to afford city staff access to these resources; and

WHEREAS, the agreement would provide access for four (4) users for \$120.00 a month for the first year; and

WHEREAS, the contract has a built in 3% increase per year in years 2 & 3, which equates to approximately a \$3.00 per month increase in year two. By year three, the fee would be approximately \$127.00 per month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between LexisNexis and the City of Gautier is hereby approved.

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

Motion was made by **Councilman Vaughan**, 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 February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: January 22, 2021
Subject: Approval of the agreement between LexisNexis and the City of Gautier

REQUEST:

The City Manager requests to approve the agreement between LexisNexis and the City of Gautier.

BACKGROUND:

LexisNexis is a provider of legal, regulatory and business information and analytics that help increase productivity and help manage work more efficiently. There are numerous times when the City Manager, City Clerk/ Comptroller, Grants and Projects Director and other staff, need to look up statutes, AG opinions or other Federal regulations/requirements. It is difficult to utilize the internet to find needed materials. This would provide the City Manager and 3 other users a legal search engine which would enable us to look up statutes, AG opinions, Federal Regulations, municipal guidebooks etc... with a simple query. They have a special rate for Government entities which is much less than private sector. We would have access to all federal and state materials with the subscription.

DISCUSSION:

The LexisNexis agreement provides access for four (4) users for \$120.00 a month for the first year. The contract has a built in 3% increase per year in years 2 and 3, which equates to approximately a \$3.00 per month increase in year two. In year three, the fee would be approximately 127.00 per month.

RECOMMENDATION:

The City Manager recommends that the City Council approve agreement with LexisNexis and the City of Gautier.

The Council May:

1. Approve the agreement with LexisNexis and the City of Gautier; or
3. Not approve the agreement with LexisNexis and the City of Gautier

ATTACHMENTS:

1. LexisNexis Agreement
2. LexisNexis Content Detail



"Subscriber" Name: Gautier City Manager

Account Number:

"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	<u>1</u>
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 2 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	<u>3</u>
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2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
All Briefs Pleadings & Motions	1010612	1
All Legislative Bill Histories	1509667	1
MS Practice Library	1012389	1
City Attorney Premium	1011966	1
Trial Court Orders National	1512258	1
Verdicts & Settlements National	1010609	1
Core Public Records with SmartLinx	1004801	1

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
02/01/2021 - 03/31/2021	\$0.00
04/01/2021 - 03/31/2022	\$120.00
04/01/2022 - 03/31/2023	\$123.60
04/01/2023 - 03/31/2024	\$127.30

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before ____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Gautier City Manager	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	
Number of Professional Users:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	
Job Title:	
Date:	

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Gautier City Manager	
Billing Frequency:	☒ Monthly	☐ Annually
Physical Address		Invoice Address
Street Address:	3330 Highway 90	
City:	Gautier	
State:	MS	
Zip:	39553	
County:		
Telephone:	228-497-8000	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

☐ Legislative ☐ Judicial ☐ Executive

Professional User: 1 Practicing Area of Law: _____

Support Staff: 3 Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate)

MSA: ☐ Yes ☒ No

☐ No

Tax ID No:

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	_____	_____	_____
Billing:	_____	_____	_____
Policy/Legal Notification:	_____	_____	_____
Scheduling/Training:	_____	_____	_____
	Name	Telephone	
Super Admin:	_____	_____	
	Email	IP Address	
	_____	_____	

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

CITATORS

Unlimited *Shepard's*® Citations Service

FEDERAL CASES

U.S. Supreme Court from 1790
 U.S. Court of Appeals from 1789; 11 circuits, Federal Circuit and DC
 U.S. District Courts from 1789
 U.S. Bankruptcy Court from 10/79
 U.S. Customs Court Cases
 U.S. Court of Federal Claims, Claims Court & Court of Claims from 1856
 U.S. Court of International Trade Cases from 11/80
 U.S. Tax Court Cases, Memorandum Decisions & Board of Tax Appeals Decisions
 U.S. Court of Appeals for Veterans
 U.S. Commerce Court Cases
 U.S. Court of Customs & Patent Appeals Cases
 U.S. Supreme Court Cases, Lawyers Edition
 Armed Forces Court of Appeals and Courts of Criminal Appeals
 American Maritime Cases
 Tribal Cases

STATE STATUTES AND LEGISLATION

State Statutes, Municipal Codes, Constitutions, Court Rules and
 Advance Legislative Service from all 50 states, DC, PR, and VI
 Bill Tracking for all 50 states
 Pending Legislation (full text bills) for all 50 states

FEDERAL STATUTES & LEGISLATION

Bill Tracking Report – 101st through Current
 Committee Reports
 Congressional Full Text Bills – 101st through Current
 Congressional Record – 101st to current session
 Model Penal Code
 Tribal Statutory Codes
 U.S. Treaties
 Uniform Commercial Code (U.C.C.)
 Uniform Law Commission Model Acts
 United States Code Service – Titles 1 through 51
 USCS – Constitution of the United States
 USCS – Federal Rules Annotated
 USCS – Public Laws
 USCS Popular Names Table & USCS Statutes at Large Table

STATE CASES

Case law for all 50 states, including DC, PR, GU and VI

FEDERAL AGENCY & ADMINISTRATIVE & MATERIALS

Code of Federal Regulations & Federal Register
 U.S. Comptroller General Decisions from 7/21
 U.S. Attorney General Opinions from 1791
 Decisions from over 70 separate federal agencies, including:
 National Labor Relations Board Decisions
 Federal Energy Regulatory Commission Decisions
 SEC Decisions, Orders & Releases
 US Comptroller General Decisions
 Federal Communications Commission Decisions
 US Trademark Trial & Appeal Board Decisions
 Equal Employment Opportunity Commission Decisions
 Merit Systems Protection Board Decisions
 Immigration Precedent Decisions
 Armed Services Board of Contract Appeals Decisions
 AAA Labor & Employment Arbitration Awards
 ABA Formal & Informal Ethics Opinions
 Financial Industry Regulatory Authority Arbitration Awards
 US State Net Regulatory Text & Federal Regulation Tracking

STATE AGENCY AND ADMINISTRATIVE MATERIALS, INCLUDING:

State Administrative Codes from all 50 states and DC, PR, GU and VI
 Regulation Text and Tracking for all 50 states
 State Registers from: AR, CA, CT, DC, DE, FL, GA, HI, ID, IL, IN, IA, KS, LA, MD, ME, MA, MN, MS, MO, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, SC, SD, TX, UT, VA, VI, VT, WA, WI, WY
 State Attorney General Opinions from all 50 states and DC
 Public Utility Commission Decisions from all 50 states and DC
 State Securities Agencies Decisions from all 50 states and DC
 Blue Sky – State Securities Administrative Decisions, No Action Letters, Releases
 State Taxing Authority Decisions from CA, CO, CT, IA, ID, IL, KS, KY, LA, MA, ME, MI, MO, MT, NC, NH, NY, OH, OK, PA, RI, SC, UT, VA, VT, WA, WI AND WV.
 Environmental Agency Decisions from: AL, AR, AZ, CA, GA, ID, IN, IL, KY, LA, MA, ME, MN, MS, MI, NH, NC, ND, NJ, NY, OH, OR, PA, SC, VT, WA, WV, WI, WY
 Workers' Compensation Decisions from: AK, AR, CO, CT, FL, HI, IA, ID, IL, KS, MA, MI, MN, MS, MT, NE, NJ, NY, NC, OH, OR, SC, SD, TX, UT, VA, VT, WA and WI
 Ethics Decisions from: AR, AZ, CA, DE, FL, GA, IN, KS, KY, MI, NE, NY, NYC, TN, VA, & WA

ALL LAW REVIEWS & JOURNALS

830+ Law Reviews & Journals, including the American
 Bankruptcy Institute Journal, Harvard Law Review, Florida Bar
 Journal and the Fordham Law Review.

DIRECTORIES

Martindale-Hubbell Law Directories, Marquis Who's Who, and
 extensive Directories spanning Expert Witnesses, Government
 Officials, Business Leaders, Judges and Scientists.

FEDERAL

Agency and Administrative Materials

Administrative Codes

CFR - Code of Federal Regulations
Code of Federal Regulations Archive

Administrative Materials

1995 Manual for Courts-Martial
 1998 Manual for Courts-Martial
 2000 Manual for Courts-Martial
 2002 Manual for Courts-Martial
 2008 Manual for Courts-Martial
 2012 Internal Revenue Manual (IRM)
 2012 Manual for Courts-Martial
 2013 Internal Revenue Manual (IRM)
 2014 Internal Revenue Manual (IRM)
 AAA Employment Arbitration Awards
 AAA Employment Arbitration Rules and Mediation Procedures
 AAA Labor Arbitration Awards
 ABA Constitution, Bylaws & Rules of Procedure
 Agriculture Decisions
 American Maritime Cases
 Americans with Disabilities Act Title II Technical Assistance Manual
 Americans with Disabilities Act Title III Technical Assistance Manual
 Antitrust Guidelines For Collaborations Among Competitors
 Armed Services Board of Contract Appeals Decisions
 Army Corps of Engineers Board of Contract Appeals Decisions
 Benefits Review Board Service Longshore Reporter
 Board of Alien Labor Certification Appeals Decisions
 Center for Public Resources Domain Decisions
 Centers for Medicare & Medicaid Services (CMS)
 Chief Counsel Notices
 Civil Aeronautics Board Decisions
 Civilian Board of Contract Appeals
 Civilian Board of Contract Appeals Procedural Rules
 Commodity Futures Trading Commission (CFTC) Decisions
 Commodity Futures Trading Commission No-Action, Interp. & Exemptive Letters
 Comptroller General Decisions
 Country Reports on Human Rights Practices
 CPSC Product Recalls
 CPSC Unsafe Product Reports
 CPSC Voluntary Standards
 Defense Office of Hearings & Appeals Decisions
 Department of Agriculture Board of Contract Appeals Decisions
 Department of Education, Office of Hearings & Appeals Decisions
 Department of Energy Board of Contract Appeals Decisions
 Department of Interior ALJ Decisions
 Department of Interior Board of Contract Appeals Decisions
 Department of Interior Board of Indian Appeals Decisions
 Department of Interior Board of Land Appeals Decisions
 Department of Interior Secretary's Orders
 Department of Interior Solicitor's Opinions
 Department of Justice Business Review Letters
 Department of Labor Administrative Review Board Decisions
 Department of Labor Benefits Review Board
 Department of Labor Board of Contract Appeals Decisions
 Department of Labor ERISA Opinion Letters
 Department of Labor Office of Federal Contract Compliance Programs
 Department of Labor Sarbanes-Oxley Act Decisions
 Department of Labor Wage & Hour Opinion Letters
 Department of Transportation Aviation Decisions
 Department of Transportation Bd of Contract Appeals Decisions
 Department of Veterans Affairs, Office of General Counsel Decisions
 Departments of Interior and Commerce NOAA Administrative Decisions
 Dept of Defense Issuances, Administrative Instructions
 Dept of Defense Issuances, Directives
 Dept of Defense Issuances, Directive-Type Memorandums
 Dept of Defense Issuances, Instructions
 Dept. of Housing and Urban Development Office of Administrative Law Judge Decs.
 Dept. of Housing and Urban Development Office of Appeals Decisions
 Digest of Significant Classification Decisions & Opinions
 DOE Office of Hearings and Appeals Decisions
 DOI, Office of Hearings & Appeals, ALJ Decisions
 DOJ TITLE VI LEGAL MANUAL
 DOL Employees Comp. Appeals Board Decisions
 DOL Labor Condition Applications Decisions
 DOL Temporary Alien Employment Decisions
 DOL Temporary Labor Certification Decisions
 DOT FTA Administrative Staff Manuals and Instructions
 DOT FTA Administrators Policy Letters
 DOT FTA Americans With Disabilities Act Compliance Review Final Reports
 DOT FTA Americans with Disabilities Act Letters of Finding
 DOT FTA Annual Research Reports
 DOT FTA Best Practices Procurement Manual
 DOT FTA Circulars
 DOT FTA Congressional Testimony
 DOT FTA Environmental Decision Documents
 DOT FTA News Releases
 DOT FTA Research Publications and Reports
 DOT FTA Sample FTA Agreements
 DOT FTA Speeches
 DOT NHTSA Annual Reports
 DOT NHTSA Chief Counsel Interpretations
 DOT NHTSA Crash Stats
 DOT NHTSA Crashworthiness Research Reports
 DOT NHTSA Investigations
 DOT NHTSA National Automotive Sampling System Manuals
 DOT NHTSA NHTSA and NCSA Reports
 DOT NHTSA Presentations and Speeches
 DOT NHTSA Press Releases
 DOT NHTSA Reports Sent To Congress
 DOT NHTSA State Highway Safety Plans
 DOT NHTSA Studies and Reports
 DOT NHTSA Testimony
 DOT NHTSA Traffic Safety Fact Sheets
 DOT NHTSA Traffic Safety Facts Annual Reports
 DOT NHTSA Traffic Safety Legislative Fact Sheets
 DOT NHTSA Traffic Safety Research Notes
 DOT NHTSA Traffic Techs
 DOT PHMSA Congressional Testimony
 DOT PHMSA Drug and Alcohol Inspection Forms
 DOT PHMSA Hazmat Civil Penalty Actions Report
 DOT PHMSA Hazmat Interpretations
 DOT PHMSA Hazmat Memorandum of Understanding
 DOT PHMSA Hazmat Safety Alerts
 DOT PHMSA Hazmat Safety Field Operations Enforcement Operations Manual
 DOT PHMSA Pipeline Enforcement 2001 Older
 DOT PHMSA Pipeline Enforcement Civil Penalty Cases
 DOT PHMSA Pipeline Forms
 DOT PHMSA Pipeline Interpretations by Regulation
 DOT PHMSA Pipeline Memoranda of Understanding
 DOT PHMSA Pipeline Special Permits
 DOT PHMSA Press Releases
 DOT PHMSA Speeches
 DOT PHMSA Transportation of Hazardous Materials Biennial Report to Congress
 EDGAR(R) Filer Manual
 Education Civil Rights Reviewing Authority Decisions

EEOC Press Releases, Enforcement Guidance, Policy Documents and Memoranda
 EEOC Regional Attorneys' Manual
 Environmental Law Reporter Administrative Materials
 EPA Administrative Law Judge Decisions
 EPA Civil Penalty Policies
 EPA Consent Decrees
 EPA Debarment Decisions
 EPA Environmental Appeals Board Decisions
 EPA General Counsel Memoranda
 EPA Records of Decisions for Superfund Sites (RODS)
 EPA Regional Judicial Officer Decisions
 EPA Title V Air Permit Orders
 Equal Employment Opportunity Commission Compliance Manual
 Equal Employment Opportunity Commission Private Sector Decisions
 Equal Employment Opportunity Commission Public Sector Decisions
 Family Medical Leave Act Opinion Letters
 FDA 510(k) Premarket Notifications for Medical Devices
 FDA Manuals
 FDA Recalls
 FDA Untitled & Cyber Letters
 FDIC Compliance Examination Manual
 FDIC Institution Letters and Enforcement Decisions
 FDIC Statements of Policy
 FDIC Trust Examination Manual
 Federal Aviation Administration Decisions
 Federal Communications Commission Decisions
 Federal Election Commission Advisory Opinions
 Federal Energy Regulatory Commission Decisions
 Federal Labor Relations Authority ALJ Decisions
 Federal Labor Relations Authority Decisions
 Federal Maritime Commission Decisions
 Federal Mine Safety and Health Review Commission Decisions
 Federal Motor Carrier Safety Administration
 Federal Power Commission Decisions
 Federal Reserve Applications Approval/Denials
 Federal Reserve Board Supervision & Regulation Letters
 Federal Reserve Bulletin
 Federal Reserve H2's
 Federal Reserve Interpretive Letters
 Federal Reserve Orders and Notices
 Federal Reserve Policy Statements and Actions
 Federal Reserve Regulatory Service
 Federal Reserve Written Agreements
 Federal Service Impasses Panel Decisions
 Federal Trade Commission Decisions
 Federal Wage System Manual
 FERC General Counsel Opinions
 FHLBB and OTS Chief Counsel Opinions
 Field Operations Handbook, Wage and Hour Division, Dept. of Labor
 GAO Red Book
 General Services Administration Bd of Contract Appeals Decisions
 Handbook of Occupational Groups and Families
 Health & Human Services Departmental Appeals Board Decisions
 Housing & Urban Development Bd of Contract Appeals Decisions
 Housing & Urban Development Debarment Decisions
 HUD Legal Guidance and Opinions
 HUD Letters
 HUD NAHASDA Program Guidance
 HUD Public and Indian Housing Notices & Regulations
 Immigration Non-Precedent Decisions: BIA, AAO/AAU
 Immigration Precedent Decisions
 Interior Board of Surface Mining Appeals & Interior Board of Land Appeals Decisions from 1981-1988
 Internal Revenue Manual
 International Trade Commission Administrative Law Judge Decisions
 International Trade Commission Decisions
 Interstate Commerce Commission Decisions
 IRS Actions on Decisions
 IRS Chief Counsel Advice
 IRS Criminal Tax Bulletin
 IRS Cumulative Bulletin and Internal Revenue Bulletin
 IRS Cumulative Bulletin and Internal Revenue Bulletin
 IRS Disclosure Litigation Bulletin (Archive)
 IRS Field Service Advice Memorandums (Archive)
 IRS General Counsel Memoranda (Archive)
 IRS General Litigation Bulletins (Archive)
 IRS Generic Legal Advice Memoranda
 IRS Litigation Guideline Memorandums (Archive)
 IRS Non-Docketed Service Advice Reviews
 IRS Non-Taxpayer Specifics in Formal CCA
 IRS Private Letter Rulings and Technical Advice Memoranda
 IRS Service Center Advice
 IRS Tax Litigation Bulletin (Archive)
 IRS Technical Memoranda (Archive)
 JAGMAN - Manual of the Judge Advocate General (Navy) 2007
 JAGMAN - Manual of the Judge Advocate General (Navy) 2012
 Judge Advocate General Operational Law Handbook (Army)
 Manual of Telephone Interpretations
 Merit Systems Protection Board Administrative Judge Initial Decisions
 Merit Systems Protection Board Non-Precedential Decisions
 Merit Systems Protection Board Precedential Decisions
 Motor Carrier Cases
 NAAG Horizontal Merger Guidelines
 NAFTA Panel Review Decisions
 NAIC Model Laws, Regulations and Guidelines
 NASA Board of Contract Appeals Decisions
 National Financial Institutions Sanctions and Legal Actions
 National Labor Relations Board Decisions
 National Labor Relations Board General Counsel Memoranda
 National Mediation Board Decisions
 National Transportation Safety Board ALJ Decisions
 National Transportation Safety Board Decisions
 Native American Solicitor's Opinions
 NHTSA Investigations
 NHTSA Monthly Recall Reports
 NHTSA Recalls
 NIOSH Docket
 NLRB Division of Judges Bench Book
 NLRB Guide for Hearing Officers
 NLRB Regional Director Decisions
 NTSB Safety Alerts
 Nuclear Regulatory Commission Decisions
 OCC Examiner's Guide to Consumer Compliance
 Occupational Safety & Health Review Commission Administrative Law Judge Decisions
 Occupational Safety & Health Review Commission Decisions
 Office Comptroller Currency Enforcement Decisions
 Office Comptroller Currency Interpretative Letters (Published)
 Office Comptroller Currency Interpretative Letters (Unpublished)
 Office Comptroller Currency News Releases
 Office of Chief Admin. Hearing Officer Immigration Review Decisions
 Office of Dispute Resolution for Acquisition
 Office of Financial Institution Adjudication ALJ Decisions
 Office of Government Ethics, Advisory Letters, and Memoranda
 Office of Personnel Management Decisions
 Office of the Comptroller of the Currency - Circulars, Bulletins & Journals
 Office of Thrift Supervision - Bulletins, Memos, Transmittals
 Office of Thrift Supervision Director's Decisions
 Pension Benefit Guaranty Corporation Opinion Letters
 PHMSA Enforcement Decisions
 Postal Service Board of Contract Appeals Decisions
 Protocol for Coordination in Merger Investigations
 Public Health Reports
 Resolution Trust Corp. Complaints
 Resolution Trust Corp. Opinions and Decisions
 SEC Decisions, Orders & Releases
 SEC Litigation Releases
 SEC No-Action, Exemptive & Interpretive Letters
 SEC Staff Comment Letters
 Small Business Admin 8a Office of Hearings & Appeals Decisions
 Small Business Administration Office of Hearings and Appeals
 Social Security Administration POMS
 Social Security Handbook
 Social Security Rulings

Society of Maritime Arbitrator Award Decisions
 SSA Hallex Manual
 Surface Transportation Board Decisions
 The Guide to the Central Personnel Data File
 The Nuclear Regulatory Commission Enforcement Actions
 U.S. Board of Veterans Appeals
 U.S. Customs & Border Protection Rulings - HQ Series
 U.S. Government Accountability Office Contract Appeals Board
 United States Department of Labor Board of Service Contract Appeals
 United States Department of Labor Secretary of Labor
 United States Department of Labor Wage Appeals Board
 United States National Labor Relations Board Casehandling Manual
 United States Patent and Trademark Office Acceptable Identification of Goods and Services Manual
 US Attorney General Opinions
 US CBP Bulletin - Decisions from 12/62
 US Coast Guard Commandant Decisions
 US Government Accountability Office Financial Reports
 US Government Accountability Office Financial Testimonies
 US Trademark Trial & Appeal Board Decisions
 USPTO Commissioners for Patents and Trademarks Decisions
 USPTO Patent Decisions: BPAI and PTAB
 VA VBA Benefit Fact Sheets
 VA VBA Directives
 VA VBA Forms
 VA VBA Handbooks
 VA VBA Home Loan Circulars
 VA VBA National Cemetery Administration Fact Sheets
 VA VBA News Releases
 VA VBA Notices
 VA VBA Office of Acquisition and Logistics Acquisition Policy Flashes
 VA VBA Office of Acquisition and Logistics Information
 VA VBA Office of Acquisition and Logistics Procurement Policy Memorandums and Informal Disputes
 VA VBA Office of Acquisition and Logistics Regulatory Deviations
 VA VBA Servicemembers and Veterans Group Life Insurance Handbook
 VA VBA Speeches
 Veterans Affairs Board of Contract Appeals Decisions
 World Intellectual Property Organization Domain Decisions

Registers

Federal Register
 Proposed Regulations & Treasury Decisions

Regulation Tracking

Federal Regulation Tracking

Briefs, Pleadings and Motions

Briefs

USPTO Patent Filings: BPAI and PTAB

Cases

Administrative Materials

American Maritime Cases

Cases

10th Circuit - US Bankruptcy Cases
 10th Circuit - US Court of Appeals Cases
 10th Circuit - US District Court Cases
 11th Circuit - US Bankruptcy Cases
 11th Circuit - US Court of Appeals Cases
 11th Circuit - US District Court Cases
 1st Circuit - US Bankruptcy Cases
 1st Circuit - US Court of Appeals Cases
 1st Circuit - US District Court Cases
 2nd Circuit - US Bankruptcy Cases
 2nd Circuit - US Court of Appeals Cases
 2nd Circuit - US District Court Cases

3rd Circuit - US Bankruptcy Cases
 3rd Circuit - US Court of Appeals Cases
 3rd Circuit - US District Court Cases
 4th Circuit - US Bankruptcy Cases
 4th Circuit - US Court of Appeals Cases
 4th Circuit - US District Court Cases
 5th Circuit - US Bankruptcy Cases
 5th Circuit - US Court of Appeals Cases
 5th Circuit - US District Court Cases
 6th Circuit - US Bankruptcy Cases
 6th Circuit - US Court of Appeals Cases
 6th Circuit - US District Court Cases
 7th Circuit - US Bankruptcy Cases
 7th Circuit - US Court of Appeals Cases
 7th Circuit - US District Court Cases
 8th Circuit - US Bankruptcy Cases
 8th Circuit - US Court of Appeals Cases
 8th Circuit - US District Court Cases
 9th Circuit - US Bankruptcy Cases
 9th Circuit - US Court of Appeals Cases
 9th Circuit - US District Court Cases
 Court of Appeals for Armed Forces (CAAF)
 District of Columbia Circuit - US Court of Appeals Cases
 District of Columbia Circuit - US District Court Cases
 District of Columbia Circuit - US District Court Cases (Canal District)
 District of Columbia Circuit - US District Court Cases (Railroad Act)
 Federal Circuit - US Court of Appeals Cases
 Indian Territory Reports, 1896-1907
 Judicial Panel on Multidistrict Litigation Cases
 Military Branches Criminal Appeals
 U.S. Court Military Commission Review
 U.S. Supreme Court Cases, Lawyers' Edition
 US Board of Tax Appeals Cases
 US Commerce Court Cases
 US Court of Appeals for Veterans Claims
 US Court of Customs & Patent Appeals Cases
 US Court of Federal Claims, Claims Court & Court of Claims Cases
 US Court of International Trade Cases
 US Customs Court Cases
 US Foreign Intelligence Surveillance Court
 US Foreign Intelligence Surveillance Court of Review
 US Tax Court and U.S. Board of Tax Appeals
 US Tax Court Division Opinions
 US Tax Court Memorandum Decisions
 US Tax Court Summary Opinions

Directories

Attorney Directories

LexisNexis® Law Directory - U.S. Government Attorney Profiles

Business Leader Directories

HHS Office of Inspector General List of Excluded Individuals/Entities - Archive
 Prospects of Wealth

Expert Witness Directories

Courtroom Insight Expert Witness Directory and Ratings

Government Official Directories

Committee Member Profile Report - 104th Congress
 Committee Member Profile Report - 105th Congress
 Committee Member Profile Report - 106th Congress
 Committee Member Profile Report - 107th Congress
 Committee Member Profile Report - 108th Congress
 Committee Member Profile Report - 109th Congress
 Committee Member Profile Report - 110th Congress
 Committee Member Profile Report - 111th Congress
 Committee Member Profile Report - 112th Congress
 Committee Membership Profile Report - Current Congress
 Congressional Member Profile Report - 104th Congress

Congressional Member Profile Report - 105th Congress
Congressional Member Profile Report - 106th Congress
Congressional Member Profile Report - 107th Congress
Congressional Member Profile Report - 108th Congress
Congressional Member Profile Report - 109th Congress
Congressional Member Profile Report - 110th Congress
Congressional Member Profile Report - 111th Congress
Congressional Member Profile Report - 112th & 113th Congress
Tax Analysts Federal Tax Officials Directory
The Associated Press Candidate Biographies
US Legislator Profiles

Secondary Materials

Back-of-Book Indices

Code of Federal Regulations - Index
United States Code Service - Titles 1 through 54 - Index

CLE Course of Study Materials

ALI CLE Course of Study - Antitrust Law in the 21st Century
ALI CLE Course of Study - Estate Planning for Distributions from Qualified Plans and IRAs
ALI CLE Course of Study - Immigration Law
ALI CLE Course of Study - Investment Adviser Regulation
ALI CLE Course of Study - Investment Company Regulation
ALI CLE Course of Study - Investment Management Regulations
ALI CLE Course of Study - Postgraduate Course in Federal Securities Law
ALI CLE Course of Study - Regulations D
ALI CLE Course of Study - Securities Law for Non-Securities Lawyers
ALI CLE Course of Study - Securities Litigation

Dictionaries

Attorneys' Dictionary of Medicine
Attorney's Dictionary of Patent Claims
Dictionary of Occupational Titles (DOT)
OCCUPATIONAL CROSSWALK: DOT & SCO

Law Reviews and Journals

ABA Administrative Law Review
ABA Communications Lawyer
ABA Criminal Justice
ABA Entertainment and Sports Lawyer
ABA Family Advocate
ABA Family Law Quarterly
ABA Human Rights
Air Force Law Review
American Bankruptcy Institute Journal
American Bankruptcy Institute Law Review
American Bankruptcy Law Journal
American Journal of International Law
Antitrust
Army Lawyer
Environmental Law Reporter News and Analysis
Federal Sentencing Reporter
FIS Regulatory Advisory Services Executive Alerts (Archive)
FIS Regulatory Advisory Services Hot Issues
Franchise Law Journal
GPSolo
Intercultural Human Rights Law Review
Journal of Criminal Law and Criminology
Journal of Law and Technology
Journal of Taxation and Regulation of Financial Institutions
Journal of Taxation of Investments
Journal of Taxation of Investments (1995-1998)
Journal of the American Academy of Matrimonial Lawyers
Journal of the Association of Legal Writing Directors
Journal of the Patent and Trademark Office Society
Jurimetrics
Law Library Journal
Litigation
Naval Law Review

Probate & Property
Public Contract Law Journal
Sedona eDiscovery Conference Journal
Sedona eDiscovery Guidelines
The ABA Journal of Labor & Employment Law
The Brief
The Health Lawyer
The Journal of Law, Medicine & Ethics
The Urban Lawyer
Tort, Trial & Insurance Practice Law Journal

Legal News

NAIC-Statistical Handbook of Data Available to Insurance Regulators

Navigation Aids

TAFC Analytical Materials

Practice Guides

Trademark Manual of Examining Procedure
Trademark Trial and Appeal Board Manual of Procedure

Reference Indices

U.S. Government Periodicals Index

Restatements

Principles of the Law of Aggregate Litigation - Official Text
Principles of the Law of Aggregate Litigation, Tent. Draft No. 1 (April 7, 2008)
Principles of the Law of Software Contracts, Tentative Draft No. 1 (3/24/2008)

Treatises

A Primer on the Federal Price Discrimination Laws
Antitrust Law Developments
DCAA Contract Audit Manual
Intellectual Property Law Dictionary
Judges' Journal
MANUAL FOR COURT - MARTIAL 2016
Manual of Patent Examining Procedure
Premerger Notification Practice Manual
Principles of the Law of Intellectual Property - Official Text
The Federal Antitrust Guidelines for the Licensing of Intellectual Property
The Franchise and Dealership Termination Handbook
United States Supreme Court Cases and Comments
US Supreme Court Lawyers' Edition 2d Annotations

Statutes and Legislation

Bill Text

Congressional Full Text Bills - 101st Congress, Archive
Congressional Full Text Bills - 102nd Congress, Archive
Congressional Full Text Bills - 103rd Congress, Archive
Congressional Full Text Bills - 104th Congress, Archive
Congressional Full Text of Bills - 105th Congress, Archive
Congressional Full Text of Bills - 106th Congress, Archive
Congressional Full Text of Bills - 107th Congress, Archive
Congressional Full Text of Bills - 108th Congress, Archive
Congressional Full Text of Bills - 109th Congress, Archive
Congressional Full Text of Bills - 110th Congress, Archive
Congressional Full Text of Bills - 111th & 112th Congress, Archive
Congressional Full Text of Bills - 113th Congress to Current Congress

Bill Tracking

Bill Tracking Report - Current Congress
Congressional Bill Tracking Reports - 101st Congress, Archive
Congressional Bill Tracking Reports - 102nd Congress, Archive
Congressional Bill Tracking Reports - 103rd Congress, Archive
Congressional Bill Tracking Reports - 104th Congress, Archive
Congressional Bill Tracking Reports - 105th Congress, Archive
Congressional Bill Tracking Reports - 106th Congress, Archive

Congressional Bill Tracking Reports - 107th Congress, Archive
Congressional Bill Tracking Reports - 108th Congress, Archive
Congressional Bill Tracking Reports - 109th Congress, Archive
Congressional Bill Tracking Reports - 110th Congress, Archive
Congressional Bill Tracking Reports - 111th through 114th Congresses, Archive

Congressional Record

Annals of Congress (1789-1824)
Congressional Globe (1833-1873)
Congressional Record
Congressional Record Retro (1873-1997)
Register of Debates (1824-1837)

Constitutions

USCS - Constitution Archive from 1992
USCS - Constitution of the United States

Court Orders

Federal and State Court Orders

Court Rules

USCS - Court Rules Archive
USCS - Federal Rules Annotated

Legislative Histories

CIS/Historical Index
Committee Prints
Committee Reports
Committee Reports
Committee Reports
Congressional Documents 1777-present (U.S. Serial Set)
Congressional Hearings (1824-current)
Congressional Research Service Reports
House and Senate Docs
House and Senate Floor Voting Records – 110th through current Congress
House and Senate Floor Voting Records – 110th through current Congress
IRC Legislative History
Tax Legislative Histories, Combined
US - CIS/Index

Public Laws/ALS

United States Statutes at Large
USCS - Public Laws

Statutory Codes

Internal Revenue Code
Tax Analysts Internal Revenue Code
USCS - Archive from 1992
USCS - United States Code Service - Titles 1 through 54
USCS Popular Names Table
USCS Statutes at Large Table

Treaties

Native American People Treaties, Ratified and Unratified
Tax Analysts Worldwide Tax Treaties
Tax Analysts Worldwide Tax Treaties In Force
Tax Analysts Worldwide Tax Treaties Model Convention Documents
U.S. Treaties in Force
U.S. Treaties on LEXIS
USCS - International Conventions

STATE

Agency and Administrative Materials

Administrative Codes

AK - Alaska Administrative Code
AK - Alaska Administrative Code Archive
AL - Alabama Administrative Code
AL - Alabama Administrative Code Archive
AR - Arkansas Administrative Code
AR - Arkansas Administrative Code Archive
AZ - Arizona Administrative Code
AZ - Arizona Administrative Code Archive
CA - Barclays Official California Code of Regulations
CA - California Administrative Code Archive
CO - Colorado Code of Regulations
CO - Colorado Code of Regulations Archive
CT - Connecticut Administrative Code Archive
CT - Regulations of the Connecticut State Agencies
DC - Code of D.C. Municipal Regulations
DC - DC Administrative Code Archive
DE - Delaware Administrative Code
DE - Delaware Administrative Code Archive
FL - Florida Administrative Code Annotated
FL - Florida Administrative Code Archive
GA - Georgia Administrative Code Archive
GA - Rules and Regulations of the State of Georgia
GU - Guam Administrative Rules and Regulations
HI - Hawaii Administrative Code Archive
HI - Hawaii Administrative Rules
IA - Iowa Administrative Code
IA - Iowa Administrative Code Archive
ID - Idaho Administrative Code
ID - Idaho Administrative Code Archive
IL - Illinois Administrative Code
IL - Illinois Administrative Code Archive
IN - Indiana Administrative Code
IN - Indiana Administrative Code Archive
KS - Administrative Regulations
KS - Kansas Administrative Code Archive
KY - Kentucky Administrative Regulations
KY - KY Administrative Code Archive
LA - Louisiana Administrative Code
LA - Louisiana Administrative Code Archive
MA - Code of Massachusetts Regulations
MA - Code of Massachusetts Regulations Archive
MD - Code of Maryland Regulations (COMAR)
MD - Maryland Administrative Code Archive
ME - Code of Maine Rules
ME - Maine Administrative Code Archive
MI - Michigan Administrative Code
MI - Michigan Administrative Code Archive
MN - Minnesota Administrative Code Archive
MN - Minnesota Rules Administrative Code
MO - Missouri Administrative Code Archive
MO - Missouri Code of State Regulations
MS - Code of Mississippi Rules
MS - Mississippi Administrative Code Archive
MT - Administrative Rules of Montana
MT - Montana Administrative Code Archive
NC - North Carolina Administrative Code
NC - North Carolina Administrative Code Archive
ND - North Dakota Administrative Code
ND - North Dakota Administrative Code Archive
NE - Nebraska Administrative Code Archive
NE - Nebraska State Rules & Regulations
NH - New Hampshire Administrative Code Archive
NH - New Hampshire Code of Administrative Rules
NJ - New Jersey Administrative Code
NJ - New Jersey Administrative Code Archive
NM - New Mexico Administrative Code
NM - New Mexico Administrative Code Archive
NV - Nevada Administrative Code Archive
NV - Nevada Administrative Regulations

NV - Nevada Gaming Commission and State Gaming Control Board Regulations

NY - New York Administrative Code Archive

NY - New York Codes, Rules and Regulations

OH - Ohio Administrative Code

OH - Ohio Administrative Code Archive

OK - Oklahoma Administrative Code

OK - Oklahoma Administrative Code Archive

OR - Oregon Administrative Code Archive

OR - Oregon Administrative Rules

PA - Pennsylvania Administrative Code

PA - Pennsylvania Administrative Code Archive

PR - Reglamentos Administrativos de Puerto Rico

RI - Code of Rhode Island Rules

RI - Rhode Island Administrative Code Archive

SC - South Carolina Administrative Code Archive

SC - South Carolina Code of Laws, Regulations

SD - South Dakota Administrative Code

SD - South Dakota Administrative Code Archive

TN - Rules and Regulations of the State of Tennessee

TN - Tennessee Administrative Code Archive

TX - Texas Administrative Code

TX - Texas Administrative Code Archive

UT - Utah Administrative Code

UT - Utah Administrative Code Archive

VA - Virginia Administrative Code

VA - Virginia Administrative Code Archive

VI - Code of U.S. Virgin Island Rules

VI - Virgin Islands Administrative Code Archive

VT - Code of Vermont Rules

VT - Vermont Administrative Code Archive

WA - Washington Administrative Code

WA - Washington Administrative Code Archive

WI - Wisconsin Administrative Code

WI - Wisconsin Administrative Code Archive

WV - West Virginia Administrative Code Archive

WV - West Virginia Code of State Rules

WY - Code of Wyoming Rules

WY - Wyoming Administrative Code Archive

Administrative Materials

AAA Consumer Arbitration Awards

ABA Formal Ethics Opinions

ABA Informal Ethics Opinions

ABA Model Rules of Professional Conduct and Code of Judicial Conduct

AK - Alaska Insurance Bulletins & Notices

AK Attorney General Opinions

AK Department of Revenue Decisions

AK Oil and Gas Conservation Commission Decisions

AK Regulatory Commission Decisions

AK Secretary of State Securities Orders, Releases, and Letters

AK Workers' Compensation Decisions

AL - Alabama Insurance Bulletins & Notices

AL Attorney General Opinions

AL Environmental Administrative Decisions

AL Public Service Commission Decisions

AL Secretary of State Securities Orders, Releases, and Letters

AL State Bar Office of General Counsel Formal Opinions

Alabama DOR Orders

Alabama Judicial Inquiry Commission

Alabama Market Conduct Examinations

Alaska Commission on Judicial Conduct

AR - Arkansas Insurance Bulletins & Notices

AR Attorney General Opinions

AR Department of Finance Regulations

AR Division of Securities; Decisions, Releases and Letters

AR Environmental Administrative Decisions

AR Public Service Commission Decisions

AR Workers' Compensation Decisions

Arizona Judicial Ethics Advisory Committee Opinions

Arizona Market Conduct Examinations

Arizona Office of Administrative Hearings

Arkansas Judicial Ethics Advisory Committee

Arkansas Market Conduct Examinations

AZ - Arizona Insurance Bulletins & Notices

AZ Attorney General Opinions

AZ Board of Tax Appeals

AZ Corporation Commission - Securities Division Decisions

AZ Corporation Commission Utilities Division Decisions

AZ Department of Environmental Quality Decisions

CA - California Compensation Cases

CA - California Insurance Bulletins & Notices

CA - WCAB Noteworthy Panel Decisions

CA - WCAB Noteworthy Panel Decisions Subject Matter Index

CA Attorney General Opinions

CA Board of Equalization Opinions

CA Department of Corporations Decisions

CA Div. Labor Standards Enf. Policies & Interp. Manual

CA Fair Employment & Housing Commission

CA Fair Political Practices Commission

CA Franchise Tax Board Chief Counsel Rulings

CA Franchise Tax Board Decisions

CA Franchise Tax Board Information Letters

CA Franchise Tax Board Technical Advice Memorandums

CA Occupational Safety & Health Appeals Board

CA Orange County Bar Association Formal Opinions of the Professionalism and Ethics Committee

CA Public Utilities Commission Decisions

CA State Bar Court Decisions

CA State Campaign Finance Receipts

CA State Water Resources Control Board

California Agricultural Labor Relations Board

California Alcohol Beverage Control Appeals Board

California Department of Financial Institutions Releases

California Department of Toxic Substances Control

California Division of Labor Standards Enforcement Opinion Letters

California Market Conduct Examinations

California Public Employment Relations Board

California State Bar Committee on Professional Responsibility and Conduct

CASC CJEO California Judicial Ethics Opinions

CFPB Guidance Documents

CFPB Supervision and Examination Manual

Chicago Commission on Human Relations Decisions

CO - Colorado Insurance Bulletins & Notices

CO Attorney General Opinions

CO Bar Formal Ethics Opinions

CO Department of Revenue Private Letter Rulings & General Information Letters

CO Department of Revenue Tax Materials

CO Division of Securities; Decisions, Releases and Letters

CO Public Utilities Commission Decisions

CO Workers' Compensation Decisions

Colorado Division of Banking Releases

Colorado Market Conduct Examinations

Commercial Arbitration Rules & Mediation Procedures (AAA)

Commonwealth of Pennsylvania Board of Claims

Connecticut Department of Banking Releases

Connecticut Department of Labor Decisions

Connecticut Market Conduct Examinations

CT - Connecticut Insurance Bulletins & Notices

CT Announcements

CT Attorney General Opinions

CT Department of Revenue Informational Publications

CT Department of Revenue Policy Statements

CT Department of Revenue Rulings

CT Department of Revenue Special Notices

CT Department of Revenue Tax News

CT Department of Revenue Tax Topics

CT Office of the Banking Commissioner; Decisions, Rels, & Letters

CT Public Utility Regulatory Authority

CT Workers' Compensation Decisions

D.C. Rental Housing Commission Decisions

DC - District of Columbia Insurance Bulletins & Notices
 DC Attorney General Opinions
 DC Department of Insurance and Securities Regulation
 DC Off. of Emp. Serv. Director's Decisions/Compensation Review Board from 1996
 DC Public Service Commission Decisions
 DE - Delaware Insurance Bulletins & Notices
 DE Attorney General Opinions
 DE Division of Securities; Decisions, Releases and Letters
 DE Public Service Commission Decisions
 Delaware Department of Finance Tax Rulings
 Delaware Department of Finance Technical Information Memoranda
 Delaware Judicial Ethics Advisory Committee
 District of Columbia Contract Appeals Board Decisions
 District of Columbia Market Conduct Examinations (DCCDT)
 District of Columbia Office of Administrative Hearings Decisions
 District of Columbia Office of Police Complaints
 District of Columbia Public Employee Relations Board Decisions
 District of Columbia, Office of Employment Services, Hearings & Adjudication Section
 Division of Florida Condominiums, Timeshares, and Mobile Homes Decisions
 Environmental Law Institute Guidance and Policy Documents
 Financial Industry Regulatory Authority (FINRA/NASD) Arbitration Awards
 Financial Industry Regulatory Authority (FINRA/NASD) Disciplinary Actions (OHO/NAC)
 Financial Industry Regulatory Authority (FINRA/NASD) Notices to Members
 FINRA Rules
 FL - Florida Insurance Bulletins & Notices
 FL Attorney General Opinions
 FL Commission on Ethics
 FL Department of Revenue Decisions and Advisements
 FL Division of Administrative Hearings
 FL Environmental and Land Use Decisions
 FL Public Service Commission Decisions
 FL Securities Commission Decisions
 FL Workers' Compensation Decisions
 Florida Judicial Ethics Opinions
 Florida Market Conduct Examinations
 Florida Public Employees Relations Commission
 GA - Georgia Insurance Bulletins & Notices
 GA Attorney General Opinions
 GA Commissioner of Securities Decisions
 GA Department of Natural Resources Decisions
 GA Department of Revenue Rules and Regulations
 GA Public Service Commission Decisions
 GA Tax Tribunal Decisions
 Georgia Department of Banking & Finance Applications Manual
 Georgia Department of Banking & Finance Releases
 Georgia Judicial Qualifications Commission
 Georgia Market Conduct Examinations
 Hawaii Commission on Judicial Conduct
 HI - Hawaii Insurance Bulletins & Notices
 HI Attorney General Opinions
 HI Department of Commerce and Consumer Affairs
 HI Department of Taxation Rules and Releases
 HI Public Utilities Commission Decisions
 HI Workers' Compensation Decisions
 IA - Insurance Department of Iowa, Securities Division Decisions
 IA - Iowa Insurance Bulletins & Notices
 IA Attorney General Opinions
 IA District Court, State Board of Tax Review, & Department of Finance Tax Decisions
 IA Utilities Board Decisions
 IA Workers' Compensation Decisions
 ID - Idaho Insurance Bulletins & Notices
 ID Attorney General Opinions
 ID Board of Tax Appeals Decisions
 ID Department of Finance, Securities Division; Decisions
 ID Department of Water Resources Decisions
 ID Public Utilities Commission Decisions
 ID Workers' Compensation Decisions
 Idaho Market Conduct Examinations (IDCDT)
 IL - Illinois Insurance Bulletins & Notices
 IL Attorney General Opinions
 IL Commerce Commission Decisions
 IL Department of Revenue Administrative Hearing Decisions
 IL Department of Revenue Information Bulletins
 IL Department of Revenue Regulations and Tax Materials
 IL Department of Revenue Tax Publications
 IL Pollution Control Board Decisions
 IL Secretary of State Securities Division Decisions
 IL Workers' Compensation Decisions
 Illinois Attorney Registration and Disciplinary Commission Decisions
 Illinois Educational Labor Relations Board
 Illinois Human Rights Commission Decisions
 Illinois Judges Association Judicial Ethics Opinions
 Illinois Labor Relations Board Decisions
 Illinois Market Conduct Examinations
 Illinois Office of Banks & Real Estate Releases
 IN - Indiana Insurance Bulletins & Notices
 IN Attorney General Opinions
 IN Office of Environmental Adjudication Decisions
 IN Office of Secretary of State, Securities Division; Opinions
 IN Utility Regulatory Commission Decisions
 Indiana Department of Financial Institutions Releases
 Indiana Education Employment Relations Board Decisions
 Indiana Judicial Qualifications Commission Opinions
 Indiana Legal Ethics Opinions (ISBA)
 Indiana Market Conduct Examinations
 Indiana Tax Agency Decisions, Notices, Directives & Bulletins
 Iowa Division of Banking Releases
 Iowa Market Conduct Examinations
 Iowa Public Employment Relations Board
 Kansas Bank Commissioner Division of Banking Regulatory Mailings
 Kansas Bank Commissioner Division of Consumer and Mortgage Lending Mailings
 Kansas Board of Tax Appeals
 Kansas Judicial Ethics Advisory Committee Opinions
 Kansas Market Conduct Examinations
 Kentucky Judicial Ethics Committee Opinions
 Kentucky Legal Ethics Advisory Committee Opinions
 Kentucky Market Conduct Examinations
 KS - Kansas Insurance Bulletins & Notices
 KS Attorney General Opinions
 KS Corporation Commission Decisions
 KS Securities, Orders, Releases and Letters
 KS Workers' Compensation Decisions
 KY - Kentucky Board of Tax Appeals Orders and Judgments
 KY - Kentucky Insurance Bulletins & Notices
 KY Attorney General Opinions
 KY Department of Financial Institutions, Division of Securities Decisions
 KY Energy and Environment Cabinet Decisions
 KY Public Service Commission Decisions
 KY Workers' Compensation Decisions
 LA - Louisiana Board of Tax Appeals
 LA - Louisiana Insurance Bulletins & Notices
 LA Attorney General Opinions
 LA Department of Environmental Quality Decisions
 LA Public Service Commission Decisions
 Labor Arbitration Decisions - Archived
 Louisiana Commissioner of Securities
 Louisiana Market Conduct Examinations
 MA - Massachusetts Insurance Bulletins & Notices
 MA Attorney General Opinions
 MA Commission Against Discrimination
 MA Department of Public Utilities Decisions
 MA Environmental Administrative Decisions
 MA Housing Appeals Committee
 MA Office of Secretary of State, Securities Division; Opinions
 MA Workers' Compensation Decisions
 Maine Market Conduct Examinations
 Maine Workers Compensation Decisions

Maryland Market Conduct Examinations
 Massachusetts Appellate Tax Board Decisions
 Massachusetts Civil Service Reporter
 Massachusetts Department of Revenue Administrative Procedures
 Massachusetts Department of Revenue Directives
 Massachusetts Department of Revenue Letter Rulings
 Massachusetts Department of Revenue Technical Information Releases
 Massachusetts Division of Administrative Law Appeals
 Massachusetts Division of Banks Releases
 Massachusetts Labor Cases
 Massachusetts Market Conduct Examinations (MACDT)
 Massachusetts Special Education Reporter
 MD - Maryland Bulletins & Notices
 MD Attorney General Opinions
 MD Public Service Commission Decisions
 MD Securities Orders, Releases and Letters
 ME - Maine Insurance Bulletins & Notices
 ME Attorney General Opinions
 ME Department of Environmental Protection
 ME Department of Pro. and Financial Regulation and Securities Div.
 ME Public Utilities Commission Decisions
 ME Tax Rules and Bulletins
 MI - Michigan Insurance Bulletins & Notices
 MI Attorney General Opinions
 MI Environmental Administrative Decisions
 MI Public Services Commission Decisions
 MI Workers' Compensation Decisions
 Michigan Department of Treasury Business Tax FAQs
 Michigan Department of Treasury Internal Policy Directives
 Michigan Department of Treasury State Tax Commission Bulletins
 Michigan Employment Relations Commission Decisions
 Michigan Judicial Ethics Opinions
 Michigan Letter Rulings
 Michigan Revenue Administrative Bulletins
 Michigan Tax Tribunal Opinions
 Minnesota Department of IPAD Advisory Opinions
 Minnesota Office of Administrative Hearings Environmental Decisions
 Mississippi Ethics Opinions
 Missouri Commission on Retirement, Removal and Discipline
 Missouri Division of Finance Interpretive Letters
 Missouri Market Conduct Examinations
 MN - Minnesota Insurance Bulletins & Notices
 MN Attorney General Opinions
 MN Department of Commerce
 MN Department of Revenue Fact Sheets
 MN Department of Revenue Notices
 MN Office of Administrative Hearings Decisions
 MN Public Utilities Commission Decisions
 MN Workers' Compensation Decisions
 MO - Missouri Insurance Bulletins & Notices
 MO Administrative Hearing Commission Decisions
 MO Attorney General Opinions
 MO Public Service Commission Decisions
 MO Securities Commission; Opinions and Decisions
 MO State Tax Commission Decisions
 MO State Tax Commission Decisions, Adm. Hearing Comm. & Department of Revenue
 MO Workers' Compensation Decisions
 Montana Child Support Enforcement Decisions
 Montana Department of Labor and Industry Decisions
 Montana Legal Ethics Opinions
 Montana Office of Public Instruction Decisions
 MS - Mississippi Insurance Bulletins & Notices
 MS Attorney General Opinions
 MS Bar Ethics Opinions
 MS Department of Environmental Quality
 MS Public Service Commission Decisions
 MS Secretary of State, Securities Division
 MS Workers' Compensation Decisions
 MT - Montana Insurance Bulletins & Notices
 MT Attorney General Opinions
 MT Department of Revenue Rules
 MT Public Service Commission Decisions
 MT State Auditor's Office, Securities Department
 MT State Tax Appeal Board Decisions
 MT Workers' Compensation Decisions
 NASDAQ Rulebook
 National Arbitration Forum Domain Name Decisions
 National Association of Insurance Commissioners (NAIC) Proceedings
 National Association of Insurance Commissioners (NAIC).pdf documents
 National Reporter on Legal Ethics and Professional Responsibility
 NC - North Carolina Insurance Bulletins & Notices
 NC Attorney General Opinions
 NC Department of the Secretary of State
 NC Environmental Administrative Decisions
 NC Industrial Commission Decisions
 NC Office of Administrative Hearings Decisions
 NC Tax
 NC Utilities Commission Decisions
 ND - North Dakota Insurance Bulletins & Notices
 ND Attorney General Opinions
 ND Office of Commerce of Securities
 ND Public Utility Commission Decisions
 NE - Nebraska Department of Revenue Regulations and Rulings
 NE - Nebraska Insurance Bulletins & Notices
 NE Attorney General Opinions
 NE Public Service Commission Decisions
 NE Workers' Compensation Decisions
 Nebraska Department of Banking and Finance, Bureau of Securities
 Nebraska Judicial Ethics Advisory Committee Opinions
 Nebraska Market Conduct Examinations
 Nevada Employee Management Relations Board
 New Jersey Division of Taxation Technical Bulletins
 New Jersey Office of Administrative Law
 New Jersey Public Employment Relations Commission Decisions
 New Mexico Market Conduct Examinations
 New Mexico Public Regulation Commission
 New York Banking Department Opinion Letters
 New York City Bar Assoc Comm on Prof & Judicial Ethics - Decs
 New York City Board of Standards and Appeals
 New York City Conflicts of Interest Board Decisions
 New York City Corporation Counsel Opinions
 New York City Human Rights Commission Decisions
 New York City Office of Administrative Trials & Hearings
 New York Commission on Judicial Conduct Opinions
 New York Department of Education Commissioners Decisions
 New York Insurance General Counsel Opinions
 New York Market Conduct Examinations
 New York Public Employment Relations Board
 New York Securities No-Action Letters
 New York State Issuers' Allocation Percentages
 New York State No-Fault/SUM Arbitration Reporter
 New York State Workers' Compensation Board
 New York Stock Exchange Arbitration Decisions
 New York Stock Exchange Constitution and Rules
 New York Stock Exchange Disciplinary Actions
 New York Stock Exchange Information Memos
 New York Stock Exchange Weekly Bulletin
 NH - New Hampshire Insurance Bulletins & Notices
 NH Attorney General Opinions
 NH Board of Tax and Land Appeals
 NH Bureau of Securities Regulation, Department of State
 NH Department of Environmental Services Decisions
 NH Public Utilities Commission Decisions
 NJ - New Jersey Insurance Bulletins & Notices
 NJ Attorney General Opinions
 NJ Board of Public Utilities Decisions
 NJ Civil Service Commission Decisions
 NJ Department of Environmental Protection Decisions
 NJ Department of Law and Public Safety, Bureau of Securities
 NJ Workers' Compensation Decisions
 NM - New Mexico Insurance Bulletins & Notices

NM Attorney General Opinions
 NM Secretary of State Securities Orders, Releases, and Letters
 North Carolina Market Conduct Examinations
 North Dakota Market Conduct Examinations
 NV - Nevada Insurance Bulletins & Notices
 NV Attorney General Opinions
 NV Public Utilities Commission Decisions
 NV Secretary of State, Securities Division
 NY - New York Insurance Bulletins & Notices
 NY - New York State Tax Materials
 NY Attorney General Opinions
 NY Department of Environmental Conservation Decisions
 NY New York City Department of Finance Letter Rulings, Hearing Decisions, Regs
 NY Physicians Discipline Decisions
 NY Public Service Commission Decisions
 NY State Bar Assoc Comm on Prof Ethics/State Ethics Comm - Decs
 NY State Campaign Finance Receipts
 NY State Comptroller's Opinions
 NY Workers' Compensation Decisions, LRP
 NYSE Interpretation Handbook
 NYSE Listed Company Manual
 OH - Ohio Insurance Bulletins & Notices
 OH Attorney General Opinions
 OH Board of Tax Appeals Orders
 OH Department of Commerce, Division of Securities; Decisions
 OH Environmental Review Appeals Commission
 OH Public Utilities Commission Decisions
 OH Workers' Compensation Decisions
 Ohio Civil Rights Commission Decisions
 Ohio Department of Taxation Information Releases
 Ohio Elections Commission Advisory Opinions
 Ohio Ethics Commission Opinions
 Ohio Market Conduct Examinations
 Ohio State Employment Relations Board Decisions
 OK - Oklahoma Insurance Bulletins & Notices
 OK Attorney General Opinions
 OK Corporation Commission Public Utility Decisions
 OK Securities Commission; Decisions and Interpretive Opinions
 OK Tax Commission Orders
 Oklahoma Market Conduct Examinations
 Oklahoma Public Employee Relations Board Decisions
 OMB Literature
 Opiniones Del Secretario De Justicia De Puerto Rico
 Opinions of the Ohio Tax Commissioner
 OR - Oregon Insurance Bulletin & Notices
 OR Attorney General Opinions
 OR Department of Commerce, Corporate Division Materials
 OR Department of Environmental Quality
 OR Public Utility Commission Decisions
 OR Workers' Compensation Decisions
 Oregon Employment Relations Board Decisions
 Oregon Employment Relations Board Decisions
 Oregon Market Conduct Examinations
 PA Attorney General Opinions
 PA Commonwealth Court Tax Decisions
 PA Environmental Hearing Board Decisions
 PA Office of Open Records Final Determinations
 PA Public Utility Commission Decisions
 PA Securities Commission Decisions
 PA Workers' Compensation Appeal Board
 PA Workers' Compensation Decisions
 Pennsylvania Department of Banking Releases
 Pennsylvania Market Conduct Examinations
 Pennsylvania Public Employment Decisions
 Rhode Island Market Conduct Examinations
 RI Attorney General Opinions
 RI Department of Business Regulation, Division of Securities
 RI Division of Taxation - Decisions
 RI Division of Taxation - Regulations
 RI Public Utilities Commission Decisions
 SC - South Carolina Insurance Bulletins & Notices
 SC - South Carolina Tax Commission Decisions
 SC Attorney General Opinions
 SC Environmental Administrative Decisions
 SC Office of the Secretary of State
 SC Public Service Commission Decisions
 SC Workers' Compensation Decisions
 SD - South Dakota Insurance Bulletins & Notices
 SD Attorney General Opinions
 SD Department of Commerce & Regulation, Division of Securities; Opinions
 SD Public Service Commission Decisions
 SD Workers' Compensation Decisions
 South Carolina Administrative Law Court
 South Carolina Procurement Review Panel Decisions
 South Dakota Market Conduct Examinations
 STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS OFFICE OF FINANCIAL AND INSURANCE REGULATION
 State of Oregon Land Use Board of Appeals
 State Personnel Board of the State of California
 Supreme Court of Ohio Board of Professional Conduct
 TEC TX Ethics Commission and TX State Ethics Commission Advisory Opinions
 Tennessee Board of Professional Responsibility Formal Ethics Opinions
 Tennessee Court of Workers' Compensation Claims
 Tennessee Judicial Ethics Committee Opinions
 Tennessee Market Conduct Examinations
 Tennessee Workers' Compensation Appeals Board
 Texas Attorney General Letter Rulings
 Texas Commission on Environmental Quality Decisions
 Texas Commission on Judicial Conduct Opinions
 Texas Department of Banking Commercial Bank & Trust Procedures Manuals
 Texas Department of Banking Releases
 Texas Ethics Commission Opinions
 TN - Tennessee Insurance Bulletins & Notices
 TN Attorney General Opinions
 TN Department of Commerce and Insurance
 TN Department of Revenue Rules, Rulings, and State Board of Equalization Rules
 TN Department of Revenue Rulings
 TN Regulatory Utility Commission Decisions
 TX - Texas Education Agency
 TX - Texas Insurance Bulletins & Notices
 TX Attorney General Opinions
 TX Board of Disciplinary Appeals
 TX Comptroller of Public Accounts Hearing Decisions
 TX Public Utilities Commission Decisions
 TX Railroad Commission Orders
 TX State Office Of Administrative Hearings
 TX State Securities Board; Opinions and Decisions
 TX Supreme Court Professionalism Committee Opinions
 TX Workers' Compensation Decisions
 US CBP Rulings - NY Series from 7/88
 UT - Utah Insurance Bulletins & Notices
 UT Attorney General Opinions
 UT Department of Commerce, Division of Securities Decisions
 UT Public Service Commission Decisions
 UT State Tax Commission Decisions and Orders
 Utah Market Conduct Examinations
 UTAH Tax Commission Private Letter Rulings
 Utah Workers' Compensation
 VA - Virginia Insurance Bulletins & Notices
 VA Attorney General Opinions
 VA Corporation Commission Financial Services
 VA Corporation Commission Miscellaneous Decisions
 VA Rulings and Bulletins from the Department of Taxation
 VA State Corporation Commission PUC Decisions
 VA State Corporation Commission Securities Decisions
 VA Workers' Compensation Decisions
 Vermont Labor Relations Board Decisions
 Vermont Market Conduct Examinations
 Virginia Bureau of Financial Institutions Releases
 Virginia Judicial Ethics Advisory Committee

Virginia Market Conduct Examinations
 Virginia Opinions of the Standing Committee on Legal Ethics
 VT - Vermont Insurance Bulletins & Notices
 VT Attorney General Opinions
 VT Department of Banking, Insurance, Securities & Health Care
 Administration, Securities Division
 VT Department of Taxes Formal Rulings and Regulations
 VT Department of Taxes Regulations
 VT Environmental Administrative Decisions
 VT Public Service Board Decisions
 VT Workers' Compensation Decisions
 WA - Washington Insurance Bulletins & Notices
 WA Attorney General Opinions
 WA Department of Licensing Business-Securities Division
 WA Environmental Hearings Office Decisions
 WA Executive Ethics Board Opinions and State Bar Association Formal
 Opinions
 WA Growth Management Hearings Board Decisions
 WA Utilities and Transportation Commission Decisions
 Washington Board of Industrial Insurance Appeals Decisions
 Washington Board of Tax Appeals Decisions
 Washington Commission on Judicial Conduct Opinions
 Washington Department of Revenue Excise Tax Advisories
 Washington Department of Revenue, Division of Appeals Decisions
 WASHINGTON MARKET CONDUCT EXAMINATION REPORTS
 Washington Public Employment Relations Commission
 Washington State Department of Financial Institutions Division of Banks
 Opinions
 Washington State Dept. of Fin. Inst. Credit Union Interpretive Letters
 West Virginia Division of Banks Releases
 West Virginia Education and State Employees Grievance Board
 West Virginia Market Conduct Examinations
 WI - Wisconsin Insurance Bulletins & Notices
 WI Attorney General Opinions
 WI Division of Hearings and Appeals Decisions
 WI Public Service Commission Decisions
 WI Securities Commission
 WI Tax Appeals Commission Decisions & Department of Revenue Tax
 Bulletins
 WI Workers' Compensation Decisions
 Wisconsin Department of Revenue Tax Bulletins
 Wisconsin Division of Banking Releases
 Wisconsin Employment Relations Commission
 Wisconsin Market Conduct Examinations
 WV - West Virginia Insurance Bulletins & Notices
 WV Attorney General Opinions
 WV Department of Tax and Revenue
 WV Environmental Quality Board
 WV Public Service Commission Decisions
 WV State Auditor's Office
 WY - Wyoming Insurance Bulletins & Notices
 WY Attorney General Opinions
 WY Environmental Quality Council Decisions
 WY Public Service Commission Decisions
 WY Secretary of State, Securities Division; Opinions & Decisions
 WY State Board Equalization Orders & Opinions
 Wyoming Market Conduct Examinations

Registers

AR - Arkansas Government Register
 AR - Arkansas Government Register
 CA - California Regulatory Law Bulletin
 CA - California Regulatory Law Bulletin
 CT - Connecticut Law Journal
 CT - Connecticut Law Journal
 DC - District of Columbia Register
 DC - District of Columbia Register
 DE - Delaware Government Register
 DE - Delaware Government Register
 FL - Florida Administrative Weekly
 FL - Florida Administrative Weekly

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 GA - Georgia Government Register
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 HI - Hawaii Government Register
 IA - Iowa Administrative Bulletin
 IA - Iowa Administrative Bulletin
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 ID - Idaho Administrative Bulletin
 IL - Illinois Register
 IL - Illinois Register
 IN - Indiana Register
 IN - Indiana Register
 KS - Kansas Register
 KS - Kansas Register
 LA - Louisiana Register
 LA - Louisiana Register
 MA - Massachusetts Register
 MA - Massachusetts Register
 MD - Maryland Register
 MD - Maryland Register
 ME - Maine Government Register
 ME - Maine Government Register
 MN - Minnesota Register
 MN - Minnesota Register
 MO - Missouri Register
 MO - Missouri Register
 MS - Mississippi Government Register
 MS - Mississippi Government Register
 NC - North Carolina Register
 NC - North Carolina Register
 NH - New Hampshire Government Register
 NH - New Hampshire Government Register
 NJ - New Jersey Register
 NJ - New Jersey Register
 NM - New Mexico Register
 NM - New Mexico Register
 NV - Nevada Register of Administrative Regulations
 NV - Nevada Register of Administrative Regulations
 NY - New York State Register
 NY - New York State Register
 OH - The Register of Ohio
 OH - The Register of Ohio
 OK - Oklahoma Register
 OK - Oklahoma Register
 OR - Oregon Bulletin
 OR - Oregon Bulletin
 PA - Pennsylvania Bulletin
 PA - Pennsylvania Bulletin
 RI - Rhode Island Government Register
 RI - Rhode Island Government Register
 SC - South Carolina Register
 SC - South Carolina Register
 SD - South Dakota Register
 SD - South Dakota Register
 TX - Texas Register
 TX - Texas Register
 UT - Utah State Bulletin
 UT - Utah State Bulletin
 VA - Virginia Register of Regulations
 VA - Virginia Register of Regulations
 Virgin Islands Government Register
 Virgin Islands Government Register
 VT - Vermont Government Register
 VT - Vermont Government Register
 WA - Washington State Register
 WA - Washington State Register
 WI - Wisconsin Administrative Register
 WI - Wisconsin Administrative Register
 WY - Wyoming Government Register
 WY - Wyoming Government Register

Regulation Text

AK State Net Regulatory Text
AL State Net Regulatory Text
AR State Net Regulatory Text
AZ State Net Regulatory Text
CA State Net Regulatory Text
CO State Net Regulatory Text
CT State Net Regulatory Text
DC State Net Regulatory Text
DE State Net Regulatory Text
FL State Net Regulatory Text
GA State Net Regulatory Text
HI State Net Regulatory Text
IA State Net Regulatory Text
ID State Net Regulatory Text
IL State Net Regulatory Text
IN State Net Regulatory Text
KS State Net Regulatory Text
KY State Net Regulatory Text
LA State Net Regulatory Text
MA State Net Regulatory Text
MD State Net Regulatory Text
ME State Net Regulatory Text
MI State Net Regulatory Text
MN State Net Regulatory Text
MO State Net Regulatory Text
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MT State Net Regulatory Text
NC State Net Regulatory Text
ND State Net Regulatory Text
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NJ State Net Regulatory Text
NM State Net Regulatory Text
NV State Net Regulatory Text
NY State Net Regulatory Text
OH State Net Regulatory Text
OK State Net Regulatory Text
OR State Net Regulatory Text
PA State Net Regulatory Text
RI State Net Regulatory Text
SC State Net Regulatory Text
SD State Net Regulatory Text
TN State Net Regulatory Text
TX State Net Regulatory Text
UT State Net Regulatory Text
VA State Net Regulatory Text
VT State Net Regulatory Text
WA State Net Regulatory Text
WI State Net Regulatory Text
WV State Net Regulatory Text
WY State Net Regulatory Text

Regulation Tracking

AK State Regulation Tracking
AL State Regulation Tracking
AR State Regulation Tracking
AZ State Regulation Tracking
CA State Regulation Tracking
CO State Regulation Tracking
CT State Regulation Tracking
DC State Regulation Tracking
DE State Regulation Tracking
FL State Regulation Tracking
GA State Regulation Tracking
HI State Regulation Tracking
IA State Regulation Tracking
ID State Regulation Tracking
IL State Regulation Tracking
IN State Regulation Tracking
KS State Regulation Tracking

KY State Regulation Tracking
LA State Regulation Tracking
MA State Regulation Tracking
MD State Regulation Tracking
ME State Regulation Tracking
MI State Regulation Tracking
MN State Regulation Tracking
MO State Regulation Tracking
MS State Regulation Tracking
MT State Regulation Tracking
NC State Regulation Tracking
ND State Regulation Tracking
NE State Regulation Tracking
NH State Regulation Tracking
NJ State Regulation Tracking
NM State Regulation Tracking
NV State Regulation Tracking
NY State Regulation Tracking
OH State Regulation Tracking
OK State Regulation Tracking
OR State Regulation Tracking
PA State Regulation Tracking
RI State Regulation Tracking
SC State Regulation Tracking
SD State Regulation Tracking
TN State Regulation Tracking
TX State Regulation Tracking
UT State Regulation Tracking
VA State Regulation Tracking
VT State Regulation Tracking
WA State Regulation Tracking
WI State Regulation Tracking
WV State Regulation Tracking
WY State Regulation Tracking

Cases

Cases

AK Court of Appeals Cases from 1980
AK Supreme Court Cases from 1959
AL Court of Appeals Cases, 1911-69
AL Court of Civil Appeals Cases from 1969
AL Court of Criminal Appeals Cases from 1969
AL Supreme Court Cases from 1820
AR Court of Appeals Cases from 1979
AR Supreme Court Cases from 1837
AZ Court of Appeals Published Cases from 1965
AZ Court of Appeals Unpublished Cases
AZ Supreme Court - Unpublished Cases
AZ Supreme Court Published Cases from 1866
CA Courts of Appeal Cases from 1905
CA Supreme Court Cases from 1850
Chehalis Confederated Tribal Court of Appeal
Cherokee Nation Judicial Appeals Tribunal
Chitimacha Tribal Court of Appeals
CO Court of Appeals Cases from 1891
CO Supreme Court Cases from 1864
CO Supreme Court Disciplinary Opinions from 1999
Colville Confederated Court of Appeals
Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians Tribal Court
Confederated Tribes of the Grand Ronde Community Court of Appeals
Confederated Tribes of the Grand Ronde Community Tribal Court
Coquille Indian Tribal Court
Coushatta Tribal Court
CT Court of Appeals Cases from 1983
CT Supreme Court Cases from 1764
DC Circuit - US Bankruptcy Cases
DC Court of Appeals Cases from 1925
DE Supreme Court Cases from 1790
District Court of the Navajo Nation

FL Courts of Appeal Cases from 1957
 FL Supreme Court Cases from 1846
 Fort McDowell Yavapai Nation Court of Appeals Cases
 Fort McDowell Yavapai Nation Supreme Court Cases
 Fort McDowell Yavapai Nation Trial Court Cases
 GA Court of Appeals Cases from 1907
 GA Supreme Court Cases from 1846
 Grand Traverse Band of Ottawa and Chippewa Indians Court of Appeals
 GU Supreme Court Cases from 1996
 HI Court of Appeals Cases from 1980
 HI Supreme Court Cases from 1847
 Ho-Chunk Nation Supreme Court
 Ho-Chunk Nation Trial Court
 Hopi Appellate Court
 Hualapai Court of Appeals
 IA Court of Appeals Cases from 1977
 IA Supreme Court Cases from 1839
 ID Court of Appeals Cases from 1982
 ID Supreme Court Cases from 1866
 ID Unpublished Cases from 2009
 IL Appellate Court Unpublished
 IL Court of Appeals Cases from 1877
 IL Supreme Court Cases from 1819
 IN Appeals Court Cases from 1891
 IN Supreme Court Cases from 1817
 IN Tax Court Cases
 IN Unpublished Cases from 2009
 KS Court of Appeals Cases from 1895
 KS Supreme Court Cases from 1858
 KS Unpublished Cases from 1993
 KY Court of Appeals Cases from 1976
 KY Supreme Court Cases from 1785
 KY Unpublished Cases from 2003
 LA Court of Appeals Cases from 1881
 LA Supreme Court Cases from 1809
 LA Unpublished Cases from 2007
 Little River Band of Ottawa Indians Tribal Court
 Little Traverse Bay Bands of Odawa Indians Tribal Court of Appeals
 MA Court of Appeals Cases from 1972
 MA Court of Appeals Unpublished
 MA Supreme Judicial Court Cases from 1768
 Makah Tribal Court
 Mashantucket Pequot Court of Appeals
 Mashantucket Pequot Tribal Court
 MD Court of Appeals of Maryland from 1658
 MD Court of Special Appeals of Maryland from 1967
 ME Supreme Court Cases from 1820
 ME Unpublished Cases from 2007
 MI Court of Appeals Cases from 1965
 MI Supreme Court Cases from 1841
 Mille Lacs Band of Ojibwe Court of Appeals
 MN Appeals Court Cases from 1983
 MN Supreme Court Cases from 1861
 MN Tax Court Decisions
 MO Appeals Court Cases from 1876
 MO Supreme Court from 1821
 Mohegan Gaming Disputes Court of Appeals
 Mohegan Gaming Disputes Trial Court
 Mohegan Trial Court
 Mohegan Tribal Court of Appeals
 MS Court of Appeals Cases from 1995
 MS Supreme Court Cases from 1818
 MT Confederated Salish and Kootenai Tribal Court Decisions from 1989
 MT Crow Tribal Court Decisions from 2000
 MT Fort Peck Tribal Court Decisions from 1984
 MT Supreme Court Cases from 1868
 Muscogee (Creek) Nation Supreme Court
 Navajo Court of Appeals
 Navajo Supreme Court
 NC Cherokee Courts from 2000
 NC Court of Appeals Cases from 1968
 NC Supreme Court Cases from 1778
 ND Appeals Court Cases from 1987
 ND Supreme Court Cases from 1867
 NE Court of Appeals Cases from 1992
 NE Supreme Court Cases from 1871
 NH Supreme Court cases from 1816
 NJ Superior Court, Appellate Division
 NJ Superior Court, Appellate Division, Unpublished
 NJ Supreme Court Cases from 1821
 NM Court of Appeals Cases from 1966
 NM Supreme Court Cases from 1852
 NM Unpublished Cases from 2007
 Northern Mariana Islands Cases
 Northern Plains Intertribal Court of Appeals
 NV Court of Appeals
 NV Court of Appeals Unpublished Opinions
 NV Supreme Court Cases, Combined
 NV Supreme Court Cases, Unpublished from 1982
 NY Court of Appeals Cases from 1794
 NY Supreme Court Cases - Appellate Division from 1875
 OH Courts of Appeals Cases from 1913
 OH Supreme Court Cases from 1821
 OK Court of Appeals Cases from 1968
 OK Court of Criminal Appeals from 1908
 OK COURT ON THE JUDICIARY, APPELLATE DIVISION
 OK Supreme Court Cases from 1884
 Oneida Appeals Commission Appellate Court
 Oneida Appeals Commission Trial Court
 OR Courts of Appeals Cases from 1969
 OR Supreme Court Cases from 1847
 PA Board of Finance and Revenue
 PA Commonwealth Court Cases from 1971
 PA Court of Judicial Discipline Cases from 1994
 PA Superior Court from 1895
 PA Superior Court Unpublished Cases from 2013
 PA Supreme Court Cases from 1754
 Passamaquoddy Appellate Court
 Pennsylvania Commonwealth Court - Unpublished
 PR - Decisiones del Tribunal de Apelaciones de PR
 PR - Decisiones del Tribunal Supremo de Puerto Rico
 Puyallup Court of Appeals
 Puyallup Tribal Court
 RI Supreme Court Cases from 1828
 Saint Regis Mohawk Tribal Court
 SC Court of Appeals Cases from 1983
 SC Supreme Court Cases from 1867
 SC Unpublished Cases from 2007
 SD Supreme Court Cases from 1867
 State of California Commission on Judicial Performance
 TN Chancery Appeals Cases, 1895-1901
 TN Court of Appeals Cases from 1925
 TN Court of Criminal Appeals Cases from 1967
 TN Supreme Court Cases from 1791
 Tulalip Tribal Court of Appeals
 Tunica-Biloxi Tribal Court
 Turtle Mountain Court of Appeals
 TX Court of Appeals and Court of Civil Appeals Cases from 1892
 TX Court of Criminal Appeals Cases from 1879
 TX Supreme Court Cases from 1840
 TX Unpublished Cases from 2004
 UT Court of Appeals Cases from 1987
 UT Supreme Court Cases from 1861
 VA Court of Appeals Cases from 1985
 VA Supreme Court Cases from 1730
 VA Supreme Court Unpublished Cases
 VI Supreme Court Cases from 2007
 VT Supreme Court Cases from 1826
 VT Unpublished Cases from 2007
 WA Court of Appeals Cases from 1969
 WA Supreme Court Cases from 1854
 WI Court of Appeals Cases from 1978

WI Supreme Court Cases from 1839
WV Supreme Court Cases from 1864
WY Supreme Court Cases from 1870

Directories

Attorney Directories

AK Listings - LexisNexis® Law Directory
AL Listings - LexisNexis® Law Directory
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AZ Listings - LexisNexis® Law Directory
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SD Listings - LexisNexis® Law Directory
Tax Analysts Tax Professionals Directory
TN Listings - LexisNexis® Law Directory
TX Listings - LexisNexis® Law Directory
U.S. Virgin Islands Listings - LexisNexis® Law Directory
UT Listings - LexisNexis® Law Directory
VA Listings - LexisNexis® Law Directory
VT Listings - LexisNexis® Law Directory
WA Listings - LexisNexis® Law Directory
WI Listings - LexisNexis® Law Directory
WV Listings - LexisNexis® Law Directory
WY Listings - LexisNexis® Law Directory

Business Leader Directories

DataPro - Nigeria PEP Register
Disqualified Directors
ExpertClick
HHS Office of Inspector General List of Excluded Individuals/Entities
Infolegale - Dirigeants
L'AGEFI - Biographies
Market Guide Executives

NetProspex Contacts Database
Professional Contacts
SGA Executive Tracker Executives
The CIO Directory
The Official Board Biographies
U.S. Executive Compensation Database - Executive Biographies

Expert Witness Directories

ALM Expert Witness Directory
expert4law - The Legal Marketplace, LA County Bar Association Expert
Witness Directory
JurisPro Expert Witness Directory
SEAK National Directory of Experts
SEAK National Directory of Independent Medical Examiners

Government Official Directories

AK Legislator Profiles
AL Legislator Profiles
AR Legislator Profiles
AZ Legislator Profiles
CA Legislator Profiles
CO Legislator Profiles
CT Legislator Profiles
DC Legislator Profiles
DE Legislator Profiles
FL Legislator Profiles
GA Legislator Profiles
HI Legislator Profiles
IA Legislator Profiles
ID Legislator Profiles
IL Legislator Profiles
IN Legislator Profiles
KS Legislator Profiles
KY Legislator Profiles
LA Legislator Profiles
MA Legislator Profiles
MD Legislator Profiles
ME Legislator Profiles
MI Legislator Profiles
MN Legislator Profiles
MO Legislator Profiles
MS Legislator Profiles
MT Legislator Profiles
NC Legislator Profiles
ND Legislator Profiles
NE Legislator Profiles
NH Legislator Profiles
NJ Legislator Profiles
NM Legislator Profiles
NV Legislator Profiles
NY Legislator Profiles
OH Legislator Profiles
OK Legislator Profiles
OR Legislator Profiles
PA Legislator Profiles
RI Legislator Profiles
SC Legislator Profiles
SD Legislator Profiles
State Legislative Directory
Tax Analysts State Tax Officials Directory
The Almanac of American Politics
TN Legislator Profiles
TX Legislator Profiles
UT Legislator Profiles
VA Legislator Profiles
VT Legislator Profiles
WA Legislator Profiles
WI Legislator Profiles
WV Legislator Profiles
WY Legislator Profiles

Newsorthy Person Directories

Autuações Ambientais e Embargos
DRSIRS ICC Directors (Irish)
Dutch Company Information, Managers and Directors
Municípios que tocam a fronteira internacional
The Complete Marquis Who's Who (R) Biographies
Who's Who in American Art

Scientist Directories

The Official ABMS Directory of Board Certified Medical Specialists

Secondary Materials

Back-of-Book Indices

CA - Deering's California Codes Annotated - Index
IL - Illinois Compiled Statutes Annotated - Index
NY - New York Consolidated Laws Service - Index
TN - Tennessee Code Annotated - Index

CLE Course of Study Materials

ALI CLE Course of Study - 21st Century Litigation: Trial and Pretrial
ALI CLE Course of Study - Accountants Liability
ALI CLE Course of Study - Advanced Employment Law and Litigation
ALI CLE Course of Study - Advanced Estate Planning Techniques
ALI CLE Course of Study - Advanced Law of Pensions, Welfare Plans & Deferred Compensation
ALI CLE Course of Study - Airline and Railroad Labor and Employment Law
ALI CLE Course of Study - Banking & Commercial Lending Law
ALI CLE Course of Study - Basic Estate and Gift Tax
ALI CLE Course of Study - Basic Law of Pensions, Welfare Plans & Deferred C
ALI CLE Course of Study - Chapter 11 Business Reorganizations
ALI CLE Course of Study - Charitable Giving Techniques
ALI CLE Course of Study - Civil Practice and Litigation Techniques
ALI CLE Course of Study - Commercial Real Estate Defaults, Workouts, and Reorganization
ALI CLE Course of Study - Commercial Real Estate Leases
ALI CLE Course of Study - Compensation for Executives and Broad-Based Employee Groups
ALI CLE Course of Study - Computer Software: Protection and Commercial Exploitation
ALI CLE Course of Study - Conference on Life Insurance Company Products
ALI CLE Course of Study - Consolidated Tax Returns
ALI CLE Course of Study - Corporate Governance
ALI CLE Course of Study - Corporate Mergers and Acquisitions
ALI CLE Course of Study - Creative Tax Planning for Real Estate Transaction
ALI CLE Course of Study - Developments in Legal Ethics
ALI CLE Course of Study - Drafting Documents for Condominiums
ALI CLE Course of Study - Effective Legal Negotiations and Settlements
ALI CLE Course of Study - Emerged and Emerging UCC
ALI CLE Course of Study - Eminent Domain
ALI CLE Course of Study - Employee Benefits
ALI CLE Course of Study - Employee Benefits Law and Practice Update
ALI CLE Course of Study - Employee Discrimination and Civil Rights
ALI CLE Course of Study - Employee Retirement Plans
ALI CLE Course of Study - Employment Law
ALI CLE Course of Study - Entertainment Arts and Sports Law
ALI CLE Course of Study - Environmental Insurance: Past, Present, and Future
ALI CLE Course of Study - Environmental Law
ALI CLE Course of Study - Environmental Litigation
ALI CLE Course of Study - ERISA Fiduciary Responsibility Issues Update
ALI CLE Course of Study - Estate Planning for the Family Business
ALI CLE Course of Study - Estate Planning in Depth
ALI CLE Course of Study - Federal Lands in the West
ALI CLE Course of Study - Financial Services Modernization 2002: Implementation of the Gramm-Leach Bliley Act
ALI CLE Course of Study - Hazardous Wastes
ALI CLE Course of Study - Health Care Law & Litigation
ALI CLE Course of Study - Health Plans, HIPAA & COBRA Update
ALI CLE Course of Study - Historic Preservation Law
ALI CLE Course of Study - Insurance Coverage in the New Millennium

ALI CLE Course of Study - International Trust & Estate Planning
ALI CLE Course of Study - Inverse Condemnation
ALI CLE Course of Study - Land Use Institute
ALI CLE Course of Study - Legal Problems of Museum Administration
Cosponsored by The Smithsonian Institution with the cooperation of the American Associations of Museums
ALI CLE Course of Study - Life Insurance Company Products
ALI CLE Course of Study - Life Insurance Litigation
ALI CLE Course of Study - Limited Liability Entities
ALI CLE Course of Study - Litigating Medical Malpractice Claims
ALI CLE Course of Study - Modern Real Estate Transactions
ALI CLE Course of Study - New Amendments to the Federal Rules of Civil Procedure and the Federal Rules of Evidence
ALI CLE Course of Study - New Directions in Expert Testimony
ALI CLE Course of Study - Partnerships, LLCs and LLPs
ALI CLE Course of Study - Patent and Trademark Law and Procedure
ALI CLE Course of Study - Pension, Profit-Sharing
ALI CLE Course of Study - Planning Techniques for Large Estates
ALI CLE Course of Study - Post-Mortem Planning and Estate Administration
ALI CLE Course of Study - Product Distribution and Marketing
ALI CLE Course of Study - Products Liability
ALI CLE Course of Study - Real Estate Financing
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ALI CLE Course of Study - Representing Estate and Trust Beneficiaries and Fiduciaries
ALI CLE Course of Study - Resort Real Estate & Clubs: Formation, Operation & Documentation
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ALI CLE Course of Study - Tax Controversy at the IRS and in Court
ALI CLE Course of Study - Tax Exempt Charitable Organization
ALI CLE Course of Study - Tax, Business and Succession Planning
ALI CLE Course of Study - Taxpayer Relief Act
ALI CLE Course of Study - The Year 2000 (Y2K) Problem
ALI CLE Course of Study - Toxic Tort & Environmental Matters
ALI CLE Course of Study - Trademarks, Copyrights & Unfair Competition for the General Practitioner & the Corporate Counsel
ALI CLE Course of Study - Trial Evidence
ALI CLE Course of Study - Uses of Insurance In Estate and Tax Planning
ALI CLE Course of Study - Wetlands Law

Law Reviews and Journals

Administrative Law Journal
Akron Journal of Constitutional Law and Policy - ConLawNow
Akron Law Review
Akron Tax Journal
Alabama Civil Rights & Civil Liberties Law Review
Alabama Law Review
Alaska Bar Rag
Alaska Law Review
Albany Government Law Review
Albany Law Environmental Outlook
Albany Law Journal of Science and Technology
Albany Law Review
American College of Bankruptcy Circuit Review and Best Practices Reports
American Criminal Law Review
American Indian Law Review
American Journal of Comparative Law
American Journal of Criminal Law
American Journal of Law & Medicine
American Journal of Legal History
American Journal of Trial Advocacy
American Law and Economics Review (UKALER)
American Review of International Arbitration
American University Business Law Review
AMERICAN UNIVERSITY INTELLECTUAL PROPERTY BRIEF
American University International Law Review
American University Journal of Gender Social Policy and the Law
American University Labor & Employment Law Forum
American University Law Review
Animal Law
Annals of Health Law

Annual Survey of International & Comparative Law
 Arizona Attorney
 Arizona Journal of Environmental Law & Policy
 Arizona Journal of International and Comparative Law
 Arizona Law Review
 Arizona State Law Journal
 Arkansas Law Review
 Asia Pacific Law Review
 Asian Law Journal
 Asian-Pacific Law & Policy Journal
 ASIL Newsletter
 Ave Maria Law Review
 Barry Law Review
 Baylor Law Review
 Berkeley Business Law Journal
 Berkeley Journal of African-American Law & Policy
 Berkeley Journal of Criminal Law
 Berkeley Journal of Employment and Labor Law
 Berkeley Journal of Gender, Law & Justice
 Berkeley Journal of International Law
 Berkeley Journal of Middle Eastern & Islamic Law
 Berkeley La Raza Law Journal
 Berkeley Technology Law Journal
 Boston Bar Journal
 Boston College Environmental Affairs Law Review
 Boston College International and Comparative Law Review
 Boston College Journal of Law & Social Justice
 Boston College Law Review
 Boston College Third World Law Journal
 Boston University International Law Journal
 Boston University Journal of Science and Technology Law
 Boston University Law Review
 Boston University Public Interest Law Journal
 Brigham Young University Education and Law Journal
 Brigham Young University International Law & Management Review
 Brigham Young University Law Review
 Brooklyn Journal of Corporate, Financial & Commercial Law
 Brooklyn Journal of International Law
 Brooklyn Law Review
 Buffalo Environmental Law Journal
 Buffalo Human Rights Law Review
 Buffalo Intellectual Property Law Journal
 Buffalo Journal of Gender, Law and Social Policy
 Buffalo Law Review
 Buffalo Public Interest Law Journal
 Business & Bankruptcy Law Journal
 Business Law International (IBA)
 Business Law Journal, University of California, Davis
 California Law Review & Online
 California Western International Law Journal
 California Western Law Review
 Campbell Law Review
 Canada - United States Law Journal
 Capital Defense Journal
 Capital University Law Review
 Cardozo Arts and Entertainment Law Journal
 Cardozo Journal of Conflict Resolution
 Cardozo Journal of International and Comparative Law
 Cardozo Journal of Law & Gender
 Cardozo Law Review & de novo
 Cardozo Public Law, Policy & Ethics
 Case Western Reserve Journal of International Law
 Case Western Reserve Law Review
 Catholic University Journal of Law and Technology
 Catholic University Law Review
 Cato Supreme Court Review
 CBA Record
 Chapman Law Review
 Charleston Law Review
 Charlotte Law Review
 Chicago Journal of International Law
 Chicago-Kent Journal of Intellectual Property
 Chicago-Kent Law Review
 Chicana/o Latina/o Law Review
 Children's Legal Rights Journal
 CITYLAW
 Cleveland State Law Review
 Clinical Law Review
 Colorado Natural Resources, Energy & Environmental Law Review
 Colorado Technology Law Journal
 Columbia Business Law Review
 Columbia Human Rights Law Review
 Columbia Journal of Asian Law
 Columbia Journal of Environmental Law
 Columbia Journal of European Law & CJEL Online
 Columbia Journal of Gender and Law
 Columbia Journal of Law & the Arts
 Columbia Journal of Law and Social Problems
 Columbia Journal of Race and Law
 Columbia Journal of Tax Law
 Columbia Journal of Transnational Law
 Columbia Law Review
 Columbia Science and Technology Law Review
 Commercial Law Journal
 Communication Law and Policy
 Comparative Labor Law & Policy Journal
 Competition Law International (IBA)
 Competition Policy International
 Connecticut Insurance Law Journal
 Connecticut Journal of International Law
 Connecticut Law Review
 Connecticut Public Interest Law Journal
 Constitutional Commentary
 Construction Law International (IBA)
 Cornell International Law Journal
 Cornell Journal of Law and Public Policy
 Cornell Law Review
 Court Review
 Creighton International and Comparative Law Journal
 Creighton Law Review
 Crime and Justice
 Criminal Law Forum
 Criminal Law Practitioner
 Cumberland Law Review
 CUNY Law Review
 Current Legal Problems (UK)
 Currents: International Trade Law Journal
 Delaware Journal of Corporate Law
 Delaware Law Review
 Delaware Lawyer
 Denver Journal of International Law and Policy
 Denver University Law Review
 DePaul Business & Commercial Law Journal
 DePaul Business Law Journal
 DePaul International Law Journal
 DePaul Journal of Art, Technology & Intellectual Property Law
 DePaul Journal of Health Care Law
 DePaul Journal of Sports Law
 DePaul Law Review
 Dispute Resolution International (IBA)
 Drake Journal of Agricultural Law
 Drake Law Review
 Drexel Law Review
 Duke Environmental Law and Policy Forum
 Duke Forum for Law & Social Change
 Duke Journal of Comparative and International Law
 Duke Journal of Constitutional Law & Public Policy
 Duke Journal of Gender Law and Policy
 Duke Law and Technology Review
 Duke Law Journal
 Duquesne Business Law Journal
 Duquesne Law Review

Ecology Law Quarterly & Currents
 Elon Law Review
 Emory Bankruptcy Developments Journal
 Emory Corporate Governance and Accountability Review
 Emory International Law Review
 Emory Law Journal
 Employee Rights and Employment Policy Journal
 Energy Law Journal
 Entrepreneurial Business Law Journal
 Environmental & Energy Law & Policy Journal
 Environmental Law
 ENVIRONS Environmental Law and Policy Journal
 Family Court Review - An Interdisciplinary Journal
 Federal Circuit Bar Journal
 Federal Communications Law Journal
 Federal Courts Law Review
 First Amendment Law Review
 FIU Law Review
 Florida Coastal Law Review
 Florida Journal of International Law
 Florida State University Journal of Land Use & Environmental Law
 Food and Drug Law Journal
 Fordham Environmental Law Review
 Fordham Intellectual Property, Media & Entertainment Law Journal
 Fordham International Law Journal
 Fordham Journal of Corporate & Financial Law
 Fordham Law Review
 Fordham Urban Law Journal
 George Mason Law Review
 George Mason University Civil Rights Law Journal
 George Washington International Law Review
 George Washington Journal of Energy & Environmental Law
 Georgetown Environmental Law Review
 Georgetown Immigration Law Journal
 Georgetown Journal of International Law
 Georgetown Journal of Law & Modern Critical Race Perspectives
 Georgetown Journal of Legal Ethics
 Georgetown Journal on Poverty Law and Policy
 Georgetown Law Journal
 Georgetown Law Journal Annual Review of Criminal Procedure
 Georgia Law Review
 Georgia State University Law Review
 Golden Gate University Environmental Law Journal
 Golden Gate University Law Review
 Gonzaga Law Review
 Hamline Journal of Public Law & Policy
 Hamline Law Review
 Harvard Civil Rights-Civil Liberties Law Review
 Harvard Human Rights Journal
 Harvard International Law Journal
 Harvard Journal of Law & Gender
 Harvard Journal of Law & Public Policy
 Harvard Journal of Law & Technology
 Harvard Journal on Legislation
 Harvard Journal on Racial and Ethnic Justice
 Harvard Latino Law Review
 Harvard Law & Policy Review
 Harvard Law Review
 Harvard Law Unbound-Journal of the Legal Left
 Harvard National Security Journal
 Harvard Negotiation Law Review
 Hastings Business Law Journal
 Hastings Communications and Entertainment Law Journal
 Hastings Constitutional Law Quarterly
 Hastings International and Comparative Law Review
 Hastings Law Journal
 Hastings Race and Poverty Law Journal
 Hastings Science & Technology Law Journal
 Hastings West-Northwest Journal of Environmental Law and Policy
 Hastings Women's Law Journal
 Hawaii Bar Journal
 Health Matrix
 Hofstra Labor & Employment Law Journal
 Hofstra Law & Policy Symposium
 Hofstra Law Review
 Houston Business and Tax Law Journal
 Houston Journal of Health Law & Policy
 Houston Law Review
 Howard Law Journal
 Howard Scroll: The Social Justice Law Review
 Human Rights & Globalization Law Review
 Human Rights Brief
 I/S: A Journal of Law and Policy for the Information Society
 Idaho Law Review
 IDEA: The Journal of the Franklin Pierce Center for Intellectual Property
 ILSA Journal of International & Comparative Law
 Indiana Health Law Review
 Indiana International & Comparative Law Review
 Indiana Journal of Global Legal Studies'
 Indiana Law Journal & Supplement
 Indiana Law Review
 Intellectual Property & Technology Forum at Boston College Law School
 International Journal of Communications Law and Policy
 International Journal of Legal Information
 International Legal Perspectives
 International Legal Theory
 Iowa Law Review
 Issues in Law & Medicine
 Ius Gentium
 Journal of Air Law and Commerce
 Journal of Animal Law & Ethics
 Journal of Business & Securities Law
 Journal of Business & Technology Law
 Journal of Civil rights and Economic Development
 Journal of Contemporary Health Law and Policy
 Journal of Contemporary Law
 Journal of Contemporary Legal Issues
 Journal of Corporation Law
 Journal of Dispute Resolution
 Journal of East Asia & International Law
 Journal of Empirical Legal Studies
 Journal of Energy & Natural Resources Law (IBA)
 Journal of Environmental and Sustainability Law
 Journal of Environmental Law & Litigation
 Journal of Ethics & Social Philosophy
 Journal of Health & Biomedical Law
 Journal of Health & Life Sciences Law
 Journal of Health Care Law & Policy
 Journal of High Technology Law
 Journal of Intellectual Property Law
 Journal of International and Comparative Law
 Journal of International Legal Studies
 Journal of Law & Cyber Warfare
 Journal of Law & Education
 Journal of Law & Family Studies
 Journal of Law & Politics
 Journal of Law & Social Challenges
 Journal of Law and Health
 Journal of Law and Policy
 Journal of Law, Economics and Policy
 Journal of Law, Economics, & Organization
 Journal of Legal Advocacy & Practice
 Journal of Legal Aspects of Sport
 Journal of Legal Economics
 Journal of Legislation
 Journal of Maritime Law and Commerce
 Journal of National Security Law & Policy
 Journal of Sports and Entertainment Law
 Journal of the Center for Children and the Courts
 Journal of the Copyright Society of the U.S.A.
 Journal of the Institute for the Study of Legal Ethics
 Journal of the Missouri Bar

Journal of The National Association of Administrative Law Judiciary
 Journal of Transnational Law & Policy
 Kansas Journal of Law & Public Policy
 Kansas Law Review
 Kentucky Law Journal
 Land and Water Law Review
 Law & Policy in International Business
 Law & Sexuality
 Law & Society Review
 Law and Business Review of the Americas
 Law and Contemporary Problems
 Law and History Review
 Law and Inequality
 Law and Psychology Review
 Law and Social Inquiry
 Law Practice
 Lawyers Journal
 Legal Writing: The Journal of the Legal Writing Institute
 Lewis & Clark Law Review
 Los Angeles Lawyer
 Louisiana Bar Journal
 Louisiana Law Review
 Louisiana State University Journal of Energy Law and Resources
 Loyola Consumer Law Review
 Loyola Journal of Public Interest Law
 Loyola Law and Technology Annual
 Loyola Law Review
 Loyola Maritime Law Journal
 Loyola of Los Angeles Entertainment Law Review
 Loyola of Los Angeles International & Comparative Law Review
 Loyola of Los Angeles Law Review
 Loyola University Chicago International Law Review
 Loyola University Chicago Law Journal
 Maine Bar Journal
 Maine Law Review
 Marquette Intellectual Property Law Review
 Marquette Law Review
 Marquette Sports Law Review
 Maryland Journal of Contemporary Issues
 Maryland Journal of International Law and Trade
 Maryland Law Review
 McGeorge Law Review
 Media Law & Policy
 Melbourne Journal of International Law
 Mercer Law Review
 Michigan Bar Journal
 Michigan Business & Entrepreneurial Law Review
 Michigan Journal of Environmental and Administrative Law
 Michigan Journal of Environmental and Administrative Law
 Michigan Journal of Gender and Law
 Michigan Journal of International Law
 Michigan Journal of Race & Law
 Michigan Law & Policy Review
 Michigan Law Review
 Michigan State Law Review
 Michigan State University Journal of International Law
 Michigan Telecommunications and Technology Law Review
 Midwest Law Journal
 Military Law Review
 Minnesota Journal of International Law & MJIL Online
 Minnesota Journal of Law, Science & Technology
 Minnesota Law Review
 Mississippi College Law Review
 Mississippi Law Journal
 Missouri Environmental Law and Policy Review
 Missouri Law Review
 Montana Law Review
 National Black Law Journal
 National Security and Armed Conflict Law Review
 National Security Law Journal
 Natural Resources Journal
 Nebraska Law Review
 Nevada Law Journal
 Nevada Lawyer
 New Criminal Law Review
 New England Law Review
 New Hampshire Bar Journal
 New Mexico Law Review
 New York Law School Journal of Human Rights
 New York Law School Journal of International & Comparative Law
 New York Law School Law Review
 New York State Bar Real Property Law Journal
 New York University Annual Survey of American Law
 New York University Environmental Law Journal
 New York University Journal of Intellectual Property & Entertainment Law
 New York University Journal of International Law and Politics
 New York University Journal of Legislation and Public Policy
 New York University Law Review
 New York University Review of Law & Social Change
 New York University Tax Law Review
 Nexus, A Journal of Opinion to Nexus: Chapman's Journal of Law & Policy
 North Carolina Banking Institute
 North Carolina Central Law Journal
 North Carolina Journal of International Law and Commercial Regulations
 North Carolina Journal of Law and Technology
 North Carolina Law Review
 North Dakota Law Review
 Northern Illinois University Law Review
 Northern Kentucky University Law Review
 Northeastern University Law Review
 Northwestern Journal of International Law and Business
 Northwestern Journal of Law and Social Policy
 Northwestern Journal of Technology & Intellectual Property
 Northwestern University Journal of International Human Rights
 Northwestern University Law Review & NULR Online
 Notre Dame Journal of International and Comparative Law
 Notre Dame Journal of Law, Ethics & Public Policy
 Notre Dame Law Review
 Nova Law Review
 NYU Journal of Law & Business
 NYU Journal of Law & Liberty
 Ocean and Coastal Law Journal
 Ohio Northern University Law Review
 Ohio State Journal of Criminal Law
 Ohio State Law Journal
 Oil and Gas, Natural Resources, and Energy Journal
 Oklahoma City University Law Review
 Oklahoma Law Review
 Orange County Lawyer
 Oregon Bureau of Labor and Industries
 Oregon Law Review
 Oregon Review of International Law
 Oregon State Bar Bulletin
 Pace Environmental Law Review
 Pace International Law Review
 Pace Law Review
 Pacific McGeorge Global Business and Development Law Journal
 Pacific Rim Law & Policy Journal
 Patently-O Patent Law Journal
 Penn State Environmental Law Review
 Penn State Journal of Law & International Affairs
 Penn State Law Review & Penn Statim
 Pennsylvania Bar Association Quarterly
 Pepperdine Dispute Resolution Law Journal
 Pepperdine Journal of Business, Entrepreneurship & the Law
 Pepperdine Law Review
 Phoenix Law Review
 Pittsburgh Journal of Environmental and Public Health Law
 Pittsburgh Tax Review
 Polish Yearbook of International Law
 Psychology, Public Policy, and Law
 Public Land & Resources Law Review

Quinnipiac Health Law Journal
 Quinnipiac Law Review
 Regent Journal of International Law
 Regent University Law Review
 RES GESTAE Indiana Bar Journal
 Review of Banking & Financial Law
 Revista De Derecho Puertorriqueno
 Revista Juridica Universidad de Puerto Rico
 Revista Juridica Universidad de Puerto Rico
 Revista Juridica Universidad Interamericana de Puerto Rico Facultad de
 Derecho (2008-2010)
 Rhode Island Bar Journal
 Richmond Journal of Global Law and Business
 Richmond Journal of Law & Technology
 Rocky Mountain Mineral Law Foundation Journal
 Roger Williams University Law Review
 Rutgers Business Law Review
 Rutgers Computer and Technology Law Journal
 Rutgers Journal of Law & Public Policy
 Rutgers Journal of Law and Religion
 Rutgers Law Journal
 Rutgers Law Record
 Rutgers Law Review
 Rutgers Race and the Law Review
 Rutgers University Law Review
 Saint Louis University Journal of Health Law & Policy
 Saint Louis University Law Journal
 Saint Louis University Public Law Review
 Saint Louis-Warsaw Transatlantic Law Journal
 San Diego International Law Journal
 San Diego Law Review
 San Francisco Attorney
 San Joaquin Agricultural Law Review
 Santa Clara High Technology Law Journal
 Santa Clara Law Review
 Seattle Journal for Social Justice
 Seattle University Law Review
 Seton Hall Circuit Review
 Seton Hall Constitutional Law Journal
 Seton Hall Law Review
 Seton Hall Legislative Journal
 SMU Law Review
 SMU Science and Technology Law Review
 South Carolina Journal of International Law & Business
 South Carolina Law Review
 South Carolina Lawyer
 South Dakota Law Review
 South Texas Law Review
 Southeastern Environmental Law Journal
 Southern California Interdisciplinary Law Journal
 Southern California Law Review
 Southern California Review of Law and Social Justice
 Southern Illinois University Law Journal
 Southern University Law Review
 Southwestern Journal of International Law
 Southwestern Law Review
 St. John's Law Review
 St. Mary's Journal on Legal Malpractice & Ethics
 St. Mary's Law Journal
 St. Thomas Journal of Complex Litigation
 St. Thomas Law Review
 Stanford Agora
 Stanford Environmental Law Journal
 Stanford Journal of Animal Law and Policy
 Stanford Journal of Civil Rights & Civil Liberties
 Stanford Journal of International Law
 Stanford Journal of Law, Business and Finance
 Stanford Law and Policy Review
 Stanford Law Review
 Stanford Technology Law Review
 Stetson Law Review

Suffolk Journal of Trial & Appellate Advocacy
 Suffolk Transnational Law Review
 Suffolk University Law Review
 Supreme Court Economic Review
 Sustainable Development Law & Policy
 Sustainable Development Law Journal
 Syracuse Journal of International Law and Commerce
 Syracuse Journal of Legislation & Policy
 Syracuse Law Review
 Syracuse Science & Technology Law Reporter
 Temple International and Comparative Law Journal
 Temple Journal of Science, Technology & Environmental Law
 Temple Law Review
 Temple Political & Civil Rights Law Review
 Tennessee Bar Journal
 Tennessee Journal of Law & Policy
 Tennessee Journal of Race, Gender, & Social Justice
 Tennessee Law Review
 Texas Bar Journal
 Texas Environmental Law Journal
 Texas Hispanic Journal of Law & Policy
 Texas Intellectual Property Law Journal
 Texas International Law Journal
 Texas Journal of Oil, Gas and Energy Law
 Texas Journal of Women, Gender and the Law
 Texas Journal on Civil Liberties & Civil Rights
 Texas Law Review
 Texas Review of Entertainment & Sports Law
 Texas Review of Law & Politics
 Texas Tech Administrative Law Journal
 Texas Tech Law Review
 Texas Wesleyan Law Review
 The Advocate
 The Alabama Lawyer
 The American Business Law Journal
 The American Journal of Jurisprudence
 The American Journal of Tax Policy Archive
 The Annals of The American Academy of Political and Social Science
 The Appalachian Journal of Law
 The Appellate Advocate
 The Business, Entrepreneurship & Tax Law Review
 The BYU Journal of Public Law
 The Champion
 The Digest National Italian American Bar Association Law Journal
 The Dukeminier Awards Best Sexual Orientation Law Review Articles
 The Elder Law Journal
 The Fletcher Forum of World Affairs
 The Florida Bar Journal
 The Florida State University Law Review
 The George Washington Law Review & Arguendo
 The Georgetown Journal of Gender and the Law
 The Georgetown Journal of Law & Public Policy
 The Georgetown Public Policy Review
 The Green Bag
 The Harvard Environmental Law Review
 The Houston Lawyer
 The John Marshall Journal of Information Technology and Privacy Law
 The John Marshall Law Review
 The John Marshall Law School Review of Intellectual Property Law
 The Journal of Appellate Practice and Process
 The Journal of Catholic Legal Studies
 The Journal of Gender, Race & Justice
 The Journal of International Business & Law
 The Journal of Islamic Law & Culture
 The Journal of Law & Economics
 The Journal of Law and Commerce
 The Journal of Law in Society
 The Journal of Legal Analysis
 The Journal of Legal Studies
 The Journal of Medicine and Law
 The Journal of National Security Law

The Journal of Pharmacy and Law
 The Journal of the Legal Profession
 The Journal of World Energy Law and Business (UK)
 The Legal Studies Forum
 The Michigan Tax Lawyer
 The Modern American
 The Montana Lawyer
 The Ohio State Journal on Dispute Resolution
 The Pennsylvania Lawyer
 The Quinipiac Probate Law Journal
 The Record (of the Association of The Bar of the City of New York)
 The Review of Litigation
 The Scholar St. Mary's Law Review on Race and Social Justice
 The Scribes Journal of Legal Writing
 The Seventh Circuit Review
 The Sports Lawyers Journal
 The Supreme Court Review
 The Tennessee Journal of Practice & Procedure
 The Toledo Journal of Great Lakes' Law, Science & Policy
 The Tulane European and Civil Law Forum
 The Tulane Maritime Law Journal
 The University of Chicago Law School Roundtable
 The University of Chicago Legal Forum
 The University of the Pacific Law Review
 The University of the Pacific Law Review
 The Virginia Journal of Sports and the Law
 The Wayne Law Review
 The Yale Law Journal
 Thomas Jefferson Law Review
 Thurgood Marshall Law Review
 Toledo Law Review
 Touro Law Review
 Transactions: The Tennessee Journal of Business Law
 Transnational Law & Contemporary Problems
 Transportation Law Journal
 Tribal Law Journal
 Trusts and Trustees (UK)
 Tulane Environmental Law Journal
 Tulane Journal of International Law and Comparative Law
 Tulane Journal of Technology and Intellectual Property
 Tulane Law Review
 Tulsa Journal of Comparative & International Law (2006-2009)
 Tulsa Law Review
 U.C. Davis Journal of International Law & Policy
 U.C. Davis Law Review
 UC Davis Journal of Juvenile Law & Policy
 UC IRVINE LAW REVIEW
 UCLA Asian Pacific American Law Journal
 UCLA Entertainment Law Review
 UCLA Journal of Environmental Law & Policy
 UCLA Journal of International Law and Foreign Affairs
 UCLA Journal of Islamic and Near Eastern Law
 UCLA Journal of Law and Technology
 UCLA Law Review & Discourse
 UCLA Pacific Basin Law Journal
 UCLA Women's Law Journal
 UMKC Law Review
 United States-Mexico Law Journal
 University of Arkansas at Little Rock Law Review
 University of Baltimore Intellectual Property Law Journal
 University of Baltimore Journal of Land & Development
 University of Baltimore Law Forum
 University of Baltimore Law Review
 University of Chicago Law Review
 University of Cincinnati Law Review
 University of Colorado Law Review
 University of Dayton Law Review
 University of Denver Criminal Law Review
 University of Denver Sports & Entertainment Law Journal
 University of Denver Water Law Review
 University of Detroit Mercy Law Review
 University of Florida Journal of Law & Public Policy
 University of Florida Tax Review
 University of Hawai'i Law Review
 University of Illinois Journal of Law, Technology & Policy
 University of Illinois Law Review
 University of La Verne Law Review
 University of Louisville Law
 University of Maryland Law Journal of Race, Religion, Gender and Class
 University of Memphis Law Review
 University of Miami Business Law Review
 University of Miami Entertainment and Sports Law Review
 University of Miami Inter-American Law Review
 University of Miami International and Comparative Law Review
 University of Miami Law Review
 University of Miami Race and Social Justice Law Review
 University of Michigan Journal of Law Reform
 University of New Hampshire Law Review
 University of Pennsylvania Asian Law Review
 University of Pennsylvania Journal of Business Law
 University of Pennsylvania Journal of Constitutional Law
 University of Pennsylvania Journal of International Law
 University of Pennsylvania Journal of Law & Social Change
 University of Pennsylvania Law Review
 University of Pittsburgh Journal of Technology Law & Policy
 University of Pittsburgh Law Review
 University of Richmond Law Review
 University of San Francisco Law Review
 University of San Francisco Maritime Law Journal
 University of St. Thomas Law Journal: Fides et iustitia
 University of the District of Columbia Law Review
 UNLV Gaming Law Journal
 USAFA Journal of Legal Studies
 Utah Bar Journal
 Utah Environmental Law Review
 Utah Law Review
 UWLA Law Review
 Valparaiso University Law Review
 Vanderbilt Journal of Entertainment and Technology Law
 Vanderbilt Journal of Transnational Law
 Vanderbilt Law Review & En Banc
 Vermont Bar Journal & Law Digest
 Vermont Journal of Environmental Law
 Vermont Law Review
 Villanova Environmental Law Journal
 Villanova Law Review
 Villanova Sports & Entertainment Law Journal
 Virginia Environmental Law Journal
 Virginia Journal of Criminal Law
 Virginia Journal of International Law
 Virginia Journal of Law and Technology
 Virginia Journal of Social Policy and the Law
 Virginia Law & Business Review
 Virginia Law Review Online
 Virginia Sports and Entertainment Law Journal
 Virginia Tax Review
 Wake Forest Journal of Business & Intellectual Property Law
 Wake Forest Journal of Law & Policy
 Wake Forest Law Review
 Washburn Law Journal
 Washington & Lee Law Review
 Washington and Lee Journal of Civil Rights and Social Justice
 Washington Journal of Law, Technology & Arts
 Washington Law Review
 Washington University Global Studies Law Review
 Washington University Journal of Law & Policy
 Washington University Journal of Urban and Contemporary Law
 Washington University Jurisprudence Review
 Washington University Law Review
 West Virginia Law Review
 Westchester Bar Journal
 Western Michigan University Cooley Law Review

Western State Law Review
 Western State University Law Review
 Whittier Journal of Child and Family Advocacy
 Whittier Law Review
 Widener Law Journal
 Widener Law Review
 Willamette Journal of International Law and Dispute Resolution
 Willamette Law Review
 William & Mary Business Law Review
 William & Mary Law Review
 William and Mary Bill of Rights Journal
 William and Mary Environmental Law and Policy Review
 William and Mary Journal of Women and the Law
 William Mitchell Law Review
 Wisconsin Environmental Law Journal
 Wisconsin International Law Journal
 Wisconsin Journal of Law, Gender & Society
 Wisconsin Law Review
 Women's Rights Law Reporter
 Wyoming Law Review
 Yale Human Rights & Development Law Journal
 Yale Journal of Health Policy, Law, and Ethics
 Yale Journal of International Law
 Yale Journal of Law & Technology
 Yale Journal of Law and Feminism
 Yale Journal of Law and the Humanities
 Yale Journal on Regulation
 Yale Law & Policy Review

Restatements

ALI/UNIDROIT Principles of Transnational Civil Procedure
 Model Penal Code: Sentencing - Drafts
 Principles of the Law of Software Contracts - Official Text
 Restatement of the Law, Agency 2d - Official Text
 Restatement of the Law, Agency 3d - Official Text
 Restatement of the Law, Charitable Nonprofit Organizations - Drafts
 Restatement of the Law, Conflict of Laws 2d - Official Text
 Restatement of the Law, Contracts 2d - Official Text
 Restatement of the Law, Employment Law
 Restatement of the Law, Employment Law - Drafts
 Restatement of the Law, Foreign Relations Law 3d - Official Text
 Restatement of the Law, Judgments 2d - Official Text
 Restatement of the Law, Law Governing Lawyers - Drafts
 Restatement of the Law, Law Governing Lawyers - Official Text
 Restatement of the Law, Property - Official Text
 Restatement of the Law, Property 2d Donative Transfers - Official Text
 Restatement of the Law, Property 2d Landlord & Tenant - Official Text
 Restatement of the Law, Property 3d Mortgages - Official Text
 Restatement of the Law, Property 3d Servitudes - Official Text
 Restatement of the Law, Property 3d Wills and Other Donative Transfers - Drafts
 Restatement of the Law, Property 3d Wills and Other Donative Transfers - Official Text
 Restatement of the Law, Restitution - Official Text
 Restatement of the Law, Restitution and Unjust Enrichment 3d - Drafts
 Restatement of the Law, Restitution and Unjust Enrichment 3d - Official Text
 Restatement of the Law, Security - Official Text
 Restatement of the Law, Suretyship & Guaranty 3d - Official Text
 Restatement of the Law, The U.S. Law of International Commercial Arbitration - Drafts
 Restatement of the Law, Torts 2d - Official Text
 Restatement of the Law, Torts 3d Apportionment of Liability - Official Text
 Restatement of the Law, Torts 3d Liability for Physical and Emotional Harm - Drafts
 Restatement of the Law, Torts 3d Liability for Physical and Emotional Harm - Official Text
 Restatement of the Law, Torts 3d Products Liability - Official Text
 Restatement of the Law, Trusts 2d & 3d - Official Text
 Restatement of the Law, Trusts 3d - Drafts
 Restatement of the Law, Unfair Competition 3d - Official Text

Treatises

ABA - Civil RICO A Definitive Guide
 ABA State Antitrust Practice and Statutes
 ABA: Antitrust Source
 Antitrust Discovery Handbook
 Antitrust Health Care Handbook
 Competition Laws Outside the United States
 Energy Antitrust Handbook - A Guide to the Electric and Gas Industries
 Environmental Litigation and Toxic Torts Committee Newsletter
 Frequently Asked Antitrust Questions
 Handbook on Antitrust Grand Jury Investigations
 Merger Guidelines
 Mergers and Acquisitions: Understanding the Antitrust Issues
 Principles of Corporate Governance: Analysis and Recommendations - Official Text
 Principles of the Law of Family Dissolution: Analysis & Recommendations - Official Text
 RICO State by State: A Guide to Litigation Under the State Racketeering Statutes
 State Antitrust Enforcement Handbook
 The Attorney-Client Privilege and the Work-Product Doctrine

Statutes and Legislation

Bill Text

AK Full-Text Bills
 AK Full-Text Bills
 AL Full-Text Bills
 AL Full-Text Bills
 AR Full-Text Bills
 AR Full-Text Bills
 AZ Full-Text Bills
 AZ Full-Text Bills
 CA Full-Text Bills
 CA Full-Text Bills
 CO Full-Text Bills
 CO Full-Text Bills
 CT Full-Text Bills
 CT Full-Text Bills
 DC Full-Text Bills
 DC Full-Text Bills
 DE Full-Text Bills
 DE Full-Text Bills
 FL Full-Text Bills
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 GA Full-Text Bills
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 IA Full-Text Bills
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 ID Full-Text Bills
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 IL Full-Text Bills
 IL Full-Text Bills
 IN Full-Text Bills
 IN Full-Text Bills
 KS Full-Text Bills
 KS Full-Text Bills
 KY Full-Text Bills
 KY Full-Text Bills
 LA Full-Text Bills
 LA Full-Text Bills
 MA Full-Text Bills
 MA Full-Text Bills
 MD Full-Text Bills
 MD Full-Text Bills
 ME Full-Text Bills
 ME Full-Text Bills
 MI Full-Text Bills
 MI Full-Text Bills

TN Bill Tracking Reports
 TN Bill Tracking Reports
 TX Bill Tracking Reports
 TX Bill Tracking Reports
 UT Bill Tracking Reports
 UT Bill Tracking Reports
 VA Bill Tracking Reports
 VA Bill Tracking Reports
 VT Bill Tracking Reports
 VT Bill Tracking Reports
 WA Bill Tracking Reports
 WA Bill Tracking Reports
 WI Bill Tracking Reports
 WI Bill Tracking Reports
 WV Bill Tracking Reports
 WV Bill Tracking Reports
 WY Bill Tracking Reports
 WY Bill Tracking Reports

Constitutions

AK - Alaska Constitution
 AK - Alaska Statutes Archive from 1991
 AL - Alabama Constitution
 AL - Alabama Constitution Archive from 1991
 AR - Arkansas Constitution
 AR - Arkansas Constitution Annotated Archive 1991
 AZ - Arizona Constitution
 AZ - Arizona Constitution from 1991
 CA - California Constitution
 CA - Deering's California Constitution Annotated Archive from 1991
 CO - Colorado Constitution
 CO - Colorado Constitution Archive from 1992
 CT - Connecticut Constitution
 CT - Constitution of Connecticut Archive from 1992
 DE - Delaware Constitution
 DE - Delaware Constitution Annotated Archive from 1991
 FL - Florida Constitution
 FL - Florida Constitution Archive from 1991
 GA - Georgia Constitution
 GA - Official Constitution of Georgia Annotated Archive from 1989
 HI - Hawaii Constitution
 HI - Hawaii Constitution Annotated Archive from 1991
 IA - Constitution of Iowa Archive from 1991
 IA - LexisNexis® Iowa Annotated Constitution
 ID - Idaho Constitution
 ID - Idaho Constitution Annotated Archive from 1991
 IL - Illinois Constitution
 IL - Illinois Constitution Annotated Archive from 1992
 IN - Burns Indiana Constitution Annotated Archive from 1991
 IN - Indiana Constitution
 KS - Kansas Constitution Archive from 1991
 KS - LexisNexis® Kansas Annotated Constitution
 KY - Kentucky Constitution
 KY - Kentucky Constitution Archive from 1991
 LA - LexisNexis® Louisiana Annotated Statutes - Louisiana Constitution
 LA - Louisiana Constitution Archive from 1991
 MA - Annotated Constitution of Massachusetts Archive from 1992
 MA - Massachusetts Constitution
 MD - Maryland Constitution
 MD - Maryland Constitution Annotated Archive from 1991
 ME - Maine Constitution Annotated by LexisNexis®
 ME - Maine Constitution Archive from 1991
 MI - Michigan Constitution
 MI - Michigan Constitution Archive from 1991
 MN - LexisNexis® Minnesota Annotated Constitution
 MN - Minnesota Constitution Archive from 1991
 MO - Constitution of Missouri Archive from 1991
 MO - LexisNexis® Missouri Annotated Constitution
 MS - Mississippi Constitution
 MS - Mississippi Constitution Annotated Archive from 1991
 MT - LexisNexis® Montana Constitution Annotated

MT - Montana Constitution Annotated Archive from 1992
 NC - Constitution of North Carolina Annotated Archive from 1991
 NC - North Carolina Constitution
 ND - North Dakota Century Constitution Archive from 1991
 ND - North Dakota Constitution
 NE - Constitution of Nebraska Archive from 1991
 NE - Nebraska Constitution
 NH - New Hampshire Constitution
 NH - New Hampshire Constitution Archive from 1991
 NJ - New Jersey Constitution
 NJ - New Jersey Constitution Archive from 1991
 NM - New Mexico Constitution
 NM - New Mexico Constitution Annotated Archive from 1991
 NV - Nevada Constitution
 NV - Nevada Revised Statutes Annotated Archive from 1991
 NY - New York Constitution
 NY - New York Constitution Archive from 1992
 OH - Ohio Constitution
 OH - Ohio Constitution Archive from 1996
 OK - Oklahoma Constitution Annotated by LexisNexis®
 OK - Oklahoma Constitution Archive from 1991
 OR - LexisNexis® Oregon Annotated Constitution
 OR - Oregon Constitution Archive from 1991
 PA - Pennsylvania Constitution
 PA - Pennsylvania Constitution Archive from 1991
 PR - Constitution of Puerto Rico for Lexis Advance
 PR - Leyes de Puerto Rico Anotadas - Constitucion de PR
 PR - Puerto Rico Constitution Archive
 RI - Constitution of Rhode Island Archive from 1991
 RI - Rhode Island Constitution
 SC - Constitution of South Carolina Annotated Archive from 1995
 SC - South Carolina Constitution Annotated by LexisNexis®
 SD - LexisNexis® South Dakota Constitution Annotated
 SD - South Dakota Constitution Archive from 1992
 TN - Tennessee Constitution
 TN - Tennessee Constitution Archive from 1991
 TX - Texas Constitution
 TX - Texas Constitution Archive from 1991
 UT - Utah Constitution
 UT - Utah Constitution Annotated Archive from 1991
 VA - Virginia Constitution
 VA - Virginia Constitution Annotated Archive from 1991
 VI - Virgin Islands Constitution Archive from 1991
 VI - Virgin Islands Revised Organic Act of 1954
 VT - Vermont Constitution
 VT - Vermont Constitution Archive from 1991
 WA - Revised Constitution of Washington Archive from 1991
 WA - Washington Constitution
 WI - LexisNexis® Wisconsin Annotated Constitution
 WI - Wisconsin Constitution Archive from 1989
 WV - West Virginia Code Constitution Annotated Archive from 1991
 WV - West Virginia Constitution
 WY - Wyoming Constitution
 WY - Wyoming Constitution Annotated Archive from 1991

Court Rules

AK - Alaska Court Rules Archive
 AK - Alaska State & Federal Court Rules
 AL - Alabama Court Rules Archive
 AL - Alabama State & Federal Court Rules
 AR - Arkansas Court Rules Archive
 AR - Arkansas State & Federal Court Rules
 AZ - Arizona Court Rules Archive
 AZ - Arizona Local, State & Federal Court Rules
 CA - California Local, State & Federal Court Rules
 CA - Deering's California Court Rules Archive
 California Superior Ct. Local Rules
 CO - Colorado Court Rules Archive
 CO - Colorado Local, State & Federal Court Rules
 CT - Court Rules of Connecticut Archive
 CT - Connecticut State & Federal Court Rules

DC - District of Columbia Court Rules Archive
 DC - District of Columbia District & Federal Court Rules
 DE – Delaware Court Rules Archive
 DE - Delaware Local, State & Federal Court Rules
 FL - Florida Court Rules Archive
 FL - Florida Local, State & Federal Court Rules
 GA - Georgia State & Federal Court Rules
 GA - Official Code of Georgia Court Rules Archive
 HI - Hawaii Court Rules Archive
 HI - Hawaii State & Federal Court Rules
 IA - Court Rules of Iowa Archive
 IA - Iowa Local, State & Federal Court Rules
 ID - Idaho Court Rules Archive
 ID - Idaho State & Federal Court Rules
 IL - Illinois Court Rules Annotated Archive
 IL - Illinois Local, State & Federal Court Rules
 IN - Burns Indiana Court Rules Archive
 IN - Indiana Local, State & Federal Court Rules
 KS - Kansas Court Rules Archive
 KS - Kansas State & Federal Court Rules
 KY - Kentucky Court Rules Archive
 KY - Kentucky Local, State & Federal Court Rules
 LA - Louisiana Court Rules Archive
 LA - Louisiana State & Federal Court Rules
 MA - Court Rules of Massachusetts Archive
 MA - Massachusetts State & Federal Court Rules
 MA - Massachusetts State & Federal Court Rules
 MD - Maryland Court Rules Archive
 MD - Maryland State & Federal Court Rules
 ME - Maine Court Rules Archive
 ME - Maine State & Federal Court Rules
 MI - Michigan Local, State & Federal Court Rules
 MI - Michigan Local, State & Federal Court Rules
 MI -Michigan Court Rules Archive
 MN - Minnesota Court Rules Archive
 MN - Minnesota State & Federal Court Rules
 MO - Court Rules of Missouri Archive
 MO - Missouri State & Federal Court Rules
 Model Code of Evidence
 MS - Mississippi Court Rules Archive
 MS - Mississippi State & Federal Court Rules
 MT - Montana Court Rules Archive
 MT - Montana State & Federal Court Rules
 NC - Court Rules of North Carolina Archive
 NC - North Carolina State & Federal Court Rules
 ND - North Dakota Court Rules Archive
 ND - North Dakota Local, State & Federal Court Rules
 NE - Court Rules of Nebraska Archive
 NE - Nebraska Local, State & Federal Court Rules
 NH - New Hampshire Court Rules Archive
 NH - New Hampshire State & Federal Court Rules
 NJ - New Jersey Court Rules Archive
 NJ - New Jersey State & Federal Court Rules
 NM - Michie's Annotated Local, State & Federal Court Rules Of New Mexico
 NM - New Mexico Court Rules Archive
 NV - Nevada Court Rules Archive
 NV - Nevada Local, State & Federal Court Rules
 NY - New York Court Rules Archive
 NY - New York State & Federal Court Rules
 NY - New York State & Federal Court Rules
 OH - Ohio Court Rules Archive
 OH - Ohio Local, State & Federal Court Rules
 OK - Court Rules Archive
 OK - Oklahoma Local, State & Federal Court Rules
 OR - Oregon Court Rules Archive
 OR - Oregon Local, State & Federal Court Rules
 PA - Pennsylvania Court Rules Archive
 PA - Pennsylvania Local Rules of Court
 PA - Pennsylvania Local, State & Federal Court Rules
 PR - Puerto Rico Court Rules Archive
 RI - Court Rules of Rhode Island Archive

RI - Rhode Island State & Federal Court Rules
 SC - Court Rules of South Carolina Archive
 SC - South Carolina State & Federal Court Rules
 SD - South Dakota Court Rules Archive
 SD - South Dakota State & Federal Court Rules
 TN - Tennessee Court Rules Archive
 TN - Tennessee Local, State & Federal Court Rules
 TX - Texas Court Rules Archive
 TX - Texas Local, State & Federal Court Rules
 UT - Utah Court Rules Archive
 UT - Utah State & Federal Court Rules
 VA - Virginia Court Rules Archive
 VA - Virginia State & Federal Court Rules
 VI - Virgin Islands Court Rules Archive
 VI - Virgin Islands State & Federal Court Rules
 VT - Vermont Court Rules Archive
 VT - Vermont State & Federal Court Rules
 WA - Court Rules of Washington Archive
 WA - Washington Local, State & Federal Court Rules
 WI - Wisconsin Court Rules Archive
 WI - Wisconsin State & Federal Court Rules
 WV - West Virginia Court Rules Archive
 WV - West Virginia State & Federal Court Rules
 WY - Wyoming Court Rules Archive
 WY - Wyoming State & Federal Court Rules

Model Acts and Uniform Laws

Model Penal Code
 ULCLAW - Uniform Law Commission Model Acts
 Uniform Commercial Code (U.C.C.)

Municipal Codes

Abbeville, Louisiana, Code of Ordinances
 Aberdeen, South Dakota, Code of Ordinances
 Accomack County, Virginia, Code of Ordinances
 Ada, Oklahoma, Code of Ordinances
 Addison, Texas, Code of Ordinances
 Adrian, Michigan, Code of Ordinances
 Agoura Hills, California, Code of Ordinances
 Aiken County, South Carolina, Code of Ordinances
 Akron, Ohio, Code of Ordinances
 Alabama Municipal Codes
 Alachua County, Florida, Code of Ordinances
 Alamogordo, New Mexico, Code of Ordinances
 Alamosa, CO Code of Ordinances
 Alaska Municipal Codes
 Albany, Georgia, Code of Ordinances
 Albertville, Alabama, Code of Ordinances
 American Fork, Utah, Code of Ordinances
 Anacortes, Washington, Code of Ordinances
 Anchorage, Alaska, Code of Ordinances
 Angier, North Carolina, Code of Ordinances
 Annapolis, MD Code of Ordinances
 Ansonia, CT Code of Ordinances
 Arizona Municipal Codes
 Arkansas Municipal Codes
 Ashwaubenon, WI Code of Ordinances
 Atchison, Kansas, Code of Ordinances
 Auburn, Illinois, Code of Ordinances
 Auburn, Maine, Code of Ordinances
 Ava, Missouri, Code of Ordinances
 Avondale, Arizona, Code of Ordinances
 Baker City, Oregon, Code of Ordinances
 Baker, Montana, Code of Ordinances
 Barre, Vermont, Code of Ordinances
 Beatrice, Nebraska, Code of Ordinances
 Beckley, West Virginia, Code of Ordinances
 Bemidji, Minnesota, Code of Ordinances
 Bensalem, PA Code of Ordinances
 Benton County, Arkansas, Code of Ordinances
 Berkeley Heights Township, New Jersey, Code of Ordinances

Biloxi, Mississippi, Code of Ordinances
 Brentwood, Tennessee, Code of Ordinances
 Bristol, Rhode Island, Code of Ordinances
 California Municipal Codes
 Carson City, Nevada, Code of Ordinances
 Casper, Wyoming, Code of Ordinances
 Cedar Falls, Iowa, Code of Ordinances
 Cloverdale, Indiana, Code of Ordinances
 Colorado Municipal Codes
 Concord, New Hampshire, Code of Ordinances
 Connecticut Municipal Codes
 Delaware Municipal Codes
 Dover, Delaware, Code of Ordinances
 Fall River, Massachusetts, Revised Code of Ordinances
 Florida Municipal Codes
 Georgia Municipal Codes
 Goshen, New York, Code of Ordinances
 Grand Forks, North Dakota, Code of Ordinances
 Hawaii Municipal Codes
 Idaho Municipal Codes
 Illinois Municipal Codes
 Indiana Municipal Codes
 Iowa Municipal Codes
 Kansas Municipal Codes
 Kentucky Municipal Codes
 Kuna, Idaho, Code of Ordinances
 Lexington-Fayette County, Kentucky, Code of Ordinances
 Louisiana Municipal Codes
 Maine Municipal Codes
 Maryland Municipal Codes
 Massachusetts Municipal Codes
 Maui County, Hawaii, Code of Ordinances
 Michigan Municipal Codes
 Minnesota Municipal Codes
 Mississippi Municipal Codes
 Missouri Municipal Codes
 Montana Municipal Codes
 Nebraska Municipal Codes
 Nevada Municipal Codes
 New Hampshire Municipal Codes
 New Jersey Municipal Codes
 New Mexico Municipal Codes
 New York City Administrative Code
 New York City Charter
 New York City Rules
 New York Municipal Codes
 North Carolina Municipal Codes
 North Dakota Municipal Codes
 Ohio Municipal Codes
 Oklahoma Municipal Codes
 Oregon Municipal Codes
 Pennsylvania Municipal Codes
 Rhode Island Municipal Codes
 South Carolina Municipal Codes
 South Dakota Municipal Codes
 Tennessee Municipal Codes
 Texas Municipal Codes
 Utah Municipal Codes
 Vermont Municipal Codes
 Virginia Municipal Codes
 Washington Municipal Codes
 West Virginia Municipal Codes
 Wisconsin Municipal Codes
 Wyoming Municipal Codes

Public Laws/ALS

AK - Alaska Advance Legislative Service
 AK - Alaska Advance Legislative Service
 AL - Alabama Advance Legislative Service
 AL - Alabama Advance Legislative Service
 AR - Arkansas Advance Legislative Service

AR - Arkansas Advance Legislative Service
 AZ - Arizona Advance Legislative Service
 AZ - Arizona Advance Legislative Service
 CA - California Advance Legislative Service
 CA - California Advance Legislative Service
 CO - Colorado Advance Legislative Service
 CO - Colorado Advance Legislative Service
 CT - Connecticut Advance Legislative Service
 CT - Connecticut Advance Legislative Service
 DC - District of Columbia Advance Legislative Service
 DC - District of Columbia Advance Legislative Service
 DE - Delaware Advance Legislative Service
 DE - Delaware Advance Legislative Service
 FL - Florida Advance Legislative Service
 FL - Florida Advance Legislative Service
 GA - Georgia Advance Legislative Service
 GA - Georgia Advance Legislative Service
 HI - Hawaii Advance Legislative Service
 HI - Hawaii Advance Legislative Service
 IA - Iowa Advance Legislative Service
 IA - Iowa Advance Legislative Service
 ID - Idaho Advance Legislative Service
 ID - Idaho Advance Legislative Service
 IL - Illinois Advance Legislative Service
 IL - Illinois Advance Legislative Service
 IN - Indiana Advance Legislative Service
 IN - Indiana Advance Legislative Service
 KS - Kansas Advance Legislative Service
 KS - Kansas Advance Legislative Service
 KY - Kentucky Advance Legislative Service
 KY - Kentucky Advance Legislative Service
 LA - Louisiana Advance Legislative Service
 LA - Louisiana Advance Legislative Service
 MA - Massachusetts Advance Legislative Service
 MA - Massachusetts Advance Legislative Service
 MD - Maryland Advance Legislative Service
 MD - Maryland Advance Legislative Service
 ME - Maine Advance Legislative Service
 ME - Maine Advance Legislative Service
 MI - Michigan Advance Legislative Service
 MI - Michigan Advance Legislative Service
 MN - Minnesota Advance Legislative Service
 MN - Minnesota Advance Legislative Service
 MO - Missouri Advance Legislative Service
 MO - Missouri Advance Legislative Service
 MS - Mississippi Advance Legislative Service
 MS - Mississippi Advance Legislative Service
 MT - Montana Advance Legislative Service
 MT - Montana Advance Legislative Service
 NC - North Carolina Advance Legislative Service
 NC - North Carolina Advance Legislative Service
 ND - North Dakota Advance Legislative Service
 ND - North Dakota Advance Legislative Service
 NE - Nebraska Advance Legislative Service
 NE - Nebraska Advance Legislative Service
 NH - New Hampshire Advance Legislative Service
 NH - New Hampshire Advance Legislative Service
 NJ - New Jersey Advance Legislative Service
 NJ - New Jersey Advance Legislative Service
 NM - New Mexico Advance Legislative Service
 NM - New Mexico Advance Legislative Service
 NV - Nevada Advance Legislative Service
 NV - Nevada Advance Legislative Service
 NY - New York Advance Legislative Service
 NY - New York Advance Legislative Service
 OH - Ohio Advance Legislative Service
 OH - Ohio Advance Legislative Service
 OK - Oklahoma Advance Legislative Service
 OK - Oklahoma Advance Legislative Service
 OR - Oregon Advance Legislative Service
 OR - Oregon Advance Legislative Service

PA - Pennsylvania Advance Legislative Service
 PA - Pennsylvania Advance Legislative Service
 PR - Avances Legislativos de Puerto Rico
 PR - Avances Legislativos de Puerto Rico
 PR - Puerto Rico Advance Legislative Service
 PR - Puerto Rico Advance Legislative Service
 RI - Rhode Island Advance Legislative Service
 RI - Rhode Island Advance Legislative Service
 SC - South Carolina Advance Legislative Service
 SC - South Carolina Advance Legislative Service
 SD - South Dakota Advance Legislative Service
 SD - South Dakota Advance Legislative Service
 TN - Tennessee Advance Legislative Service
 TN - Tennessee Advance Legislative Service
 TX - Texas Advance Legislative Service
 TX - Texas Advance Legislative Service
 UT - Utah Advance Legislative Service
 UT - Utah Advance Legislative Service
 VA - Virginia Advance Legislative Service
 VA - Virginia Advance Legislative Service
 VI - Virgin Islands Advance Legislative Service
 VI - Virgin Islands Advance Legislative Service
 VT - Vermont Advance Legislative Service
 VT - Vermont Advance Legislative Service
 WA - Washington Advance Legislative Service
 WA - Washington Advance Legislative Service
 WI - Wisconsin Advance Legislative Service
 WI - Wisconsin Advance Legislative Service
 WV - West Virginia Advance Legislative Service
 WV - West Virginia Advance Legislative Service
 WY - Wyoming Advance Legislative Service
 WY - Wyoming Advance Legislative Service

Statutory Codes

AK - Alaska Statutes
 AK - Alaska Statutes Archive from 1991
 AL - Alabama Statutes Archive from 1991
 AL - Code of Alabama
 AR - Arkansas Code Annotated
 AR - Arkansas Code Annotated Archive from 1991
 AZ - Arizona Revised Statutes Annotated
 AZ - Arizona Revised Statutes Archive from 1991
 CA - Deering's California Codes Annotated
 CA - Deering's California Codes Annotated Archive from 1991
 CO - Colorado Revised Statutes Annotated
 CO - Colorado Revised Statutes Archive from 1992
 CT - General Statutes of Connecticut Archive from 1992
 CT - LexisNexis® Connecticut Annotated Statutes
 DC - District of Columbia Code Annotated
 DC - District of Columbia Code Archive from 1990
 DE - Delaware Code Annotated
 DE - Delaware Code Annotated Archive from 1991
 FL - Florida Statutes Archive from 1991
 FL - LexisNexis® Florida Annotated Statutes
 GA - Official Code of Georgia Annotated
 GA - Official Code of Georgia Annotated Archive from 1991 to Present
 GU - Guam Code Annotated
 GU - Guam Code Annotated Archive from 2004
 HI - Hawaii Code Annotated Archive from 1991
 HI - Hawaii Revised Statutes Annotated
 IA - Code of Iowa Archive from 1991
 IA - LexisNexis® Iowa Annotated Statutes
 ID - Idaho Code Annotated
 ID - Idaho Code Annotated Archive from 1991
 IL - Illinois Compiled Statutes Annotated
 IL - Illinois Compiled Statutes Annotated Archive from 1992
 IN - Burns Indiana Code Annotated Archive from 1991
 IN - Burns Indiana Statutes Annotated
 KS - Kansas Statutes Archive from 1991
 KS - LexisNexis® Kansas Annotated Statutes
 KY - Kentucky Code Archive from 1991

KY - Michie's Kentucky Revised Statutes Annotated
 LA - LexisNexis® Louisiana Annotated Statutes
 LA - Louisiana Statutes Archive from 1991
 MA - Annotated Laws of Massachusetts
 MA - Annotated Laws of Massachusetts Archive from 1992
 MD - Annotated Code of Maryland
 MD - Maryland Code Annotated Archive from 1991
 ME - Maine Revised Statutes Annotated by LexisNexis®
 ME - Maine Revised Statutes Archive from 1991
 MI - Michigan Compiled Laws Service
 MI - Michigan Statutes Archive from 1991
 MN - LexisNexis® Minnesota Annotated Statutes
 MN - Minnesota Statutes Archive from 1991
 MO - LexisNexis® Missouri Annotated Statutes
 MO - Revised Statutes of Missouri Archive from 1991
 MS - Mississippi Code of 1972 Annotated
 MS - Mississippi Statutes Annotated Archive from 1991
 MT - LexisNexis® Montana Code Annotated
 MT - Montana Code Annotated Archive from 1992
 NC - General Statutes of North Carolina Annotated
 NC - General Statutes of North Carolina Annotated Archive from 1991
 ND - North Dakota Century Code
 ND - North Dakota Century Code Archive from 1991
 NE - Revised Statutes of Nebraska Annotated
 NE - Revised Statutes of Nebraska Archive from 1991
 NH - LEXIS New Hampshire Revised Statutes Annotated
 NH - New Hampshire Statutes Archive from 1991
 NJ - LexisNexis® New Jersey Annotated Statutes
 NJ - New Jersey Statutes Archive from 1991
 NM - Michie's Annotated Statutes Of New Mexico
 NM - New Mexico Code Annotated Archive from 1991
 NV - Nevada Revised Statutes Annotated
 NV - Nevada Revised Statutes Annotated Archive from 1991
 NY - New York Consolidated Laws Service
 NY - New York Consolidated Laws Service Archive from 1992
 OH - Ohio Code Archive from 1996
 OH - Page's Ohio Revised Code Annotated
 OK - Oklahoma Statutes Annotated by LexisNexis®
 OK - Oklahoma Statutes Archive from 1991
 OR - LexisNexis® Oregon Annotated Statutes
 OR - Oregon Revised Statutes Archive from 1991
 PA - Pennsylvania Statutes Archive from 1991
 PA - Pennsylvania Statutes, Annotated by LexisNexis®
 PA - Pennsylvania Statutes, Annotated by LexisNexis®
 PR - Laws of Puerto Rico Annotated for Lexis Advance
 PR - Leyes de Puerto Rico Anot. - LPRA
 PR - Puerto Rico Statutes and Codes Archive
 RI - General Laws of Rhode Island
 RI - General Laws of Rhode Island Archive from 1991
 SC - Code of Laws of South Carolina Annotated Archive from 1995
 SC - South Carolina Code of Laws Annotated by LexisNexis®
 SD - LexisNexis® South Dakota Codified Laws Annotated
 SD - South Dakota Codified Laws Archive from 1992
 TN - Tennessee Code Annotated
 TN - Tennessee Code Annotated Archive from 1991
 Tribal Law: Blackfeet Indian Tribe
 Tribal Law: Chippewa-Cree Tribe
 Tribal Law: Confederated Salish and Kootenai Tribes
 Tribal Law: Crow Tribe
 Tribal Law: Fort Belknap Indian Community
 Tribal Law: Northern Cheyenne Tribe
 Tribal Law: Oneida Nation
 TX - Texas Statutes & Codes Annotated by LexisNexis®
 TX - Texas Statutes and Codes Archive from 1991
 UT - Utah Code Annotated
 UT - Utah Code Annotated Archive from 1991
 VA - Code of Virginia (Annotated)
 VA - Virginia Code Annotated Archive from 1991
 VI - Virgin Islands Code Annotated
 VI - Virgin Islands Statutes and Codes Archive from 1991
 VT - Vermont Statutes Annotated

VT - Vermont Statutes Archive from 1991
WA - Annotated Revised Code of Washington
WA - Revised Code of Washington Archive from 1991
WI - LexisNexis® Wisconsin Annotated Statutes
WI - Wisconsin Statutes Archive from 1989
WV - West Virginia Code
WV - West Virginia Code Annotated Archive from 1991
WY - Wyoming Statutes Annotated
WY - Wyoming Statutes Annotated Archive from 1991

Table of Contents

MT Fort Peck Code, Constitution and Court Rules - ET TOC

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Mississippi Pattern Jury Instructions – Civil

This file includes the Mississippi Civil Jury Instructions as provided by Mississippi Judicial College.

Mississippi Pattern Jury Instructions – Criminal

This file includes the Mississippi Criminal Jury Instructions as provided by Mississippi Judicial College.

Williams on Mississippi Evidence

Williams on Mississippi Evidence is a thoughtfully organized resource that provides succinct, yet explicit, information on the law of Mississippi evidence.

This Mississippi treatise is an ideal desk reference for busy litigators, and a perfect companion for learning or teaching the law of evidence. Written in an easily accessible and understandable format, the book is broken down into highly focused sections and subsections with descriptive headings; an answer is never far away.

Following an introductory chapter that places the law of evidence in the larger context of the trial process, and which plainly describes the burdens of proof and of persuasion, the text follows the organization of the Mississippi Rules of Evidence, covering the following topics:

- judicial notice
- presumptions
- relevancy
- privileges
- witnesses
- opinions and expert testimony
- hearsay
- authentication and identification
- best evidence rule
- spoliation

For each of these topics, the pertinent rule is described and analyzed, with emphasis on the Mississippi case law interpreting the rule. The case law discussion is detailed, highlighting the complex and evolving nature of the law of evidence. Where appropriate, Fifth Circuit and U.S. Supreme Court decisions are considered, and differences between the Mississippi Rules and the Federal Rules are addressed. Interspersed throughout the text are boxed excerpts of the rule(s) being considered.

For more information, contact your LexisNexis account representative.

A Practical Guide to Disputes Between Adjoining Landowners - Easements

Provides expert substantive and procedural guidance for the entire range of disputes between landowners. Covers all the real property issues arising from proximity of property to neighbors or its use by others. Deals with easements; covenants running with the land; equitable servitudes; licenses; adverse possession; trespass; mines and mining; party walls; boundary disputes; nuisance; lateral and subjacent support; petroleum exploration, production, and storage; water rights; rights to airspace; landlord-tenant issues; public lands; and more. From overhanging apple trees to the right to connect a sewage system into a septic tank--it's covered here!

Each chapter follows a consistent format. After discussing the substantive legal issues, a chapter typically contains the following parts:

- Pleadings and proof: statute of limitations, burden of proof, presumptions, parties, and defenses.
- Remedies: self-help, injunctions, actions for damages, ejectment, and assumption.
- Practice aids: detailed checklists analyzing all aspects of the court actions available to a party in each type of dispute, and forms of agreements and pleadings--the checklists and forms are cross-referenced to the discussion in the earlier parts of each chapter!
- Bibliography

Citation to case and statutory authority is plentiful. Footnotes are arranged according to jurisdiction, so you can easily spot the cases most useful to you.

Includes an entire chapter devoted to alternative dispute resolution and a detailed index.
First published in 1989.

A Practical Guide to Winning Land Use Approvals and Permits

Goes beyond the legal requirements to provide practical strategies and advice for obtaining and opposing the requisite approvals and permits.

Coverage includes:

- Zoning requirements and restrictions
- Governmental approvals of residential subdivisions
- Environmental requirements and restrictions, permits and approvals, audits and impact reviews
- Zoning ordinance amendments, use and area variances, special use permits and zoning enforcement actions
- Strategies for obtaining necessary administrative approvals
- Judicial review of governmental determinations: principles, procedures and a sample court challenge
- Trends in growth management programs; and contemporary issues in land use permitting, including the regulation of cellular towers, sexually oriented businesses, and signs.

Practice material includes step-by-step case studies and more than 60 forms that include sample local ordinances, applications for permits, and administrative and judicial proceeding documents.

First published in 1989.

1 Volume; Looseleaf; updated with revisions.

Also available on Authority Environmental Law Library CD-ROM.

Antieau on Local Government Law, Second Edition

Sandra M. Stevenson

Antieau on Local Government Law, Second Edition, continues the comprehensive treatment of local government law begun when this publication was first written more than 40 years ago by Chester James Antieau, one of the nation's leading experts on local government law and civil rights. Newly revised and completely updated, the treatise provides a current and complete perspective on municipal corporations, as well as independent local government entities, and counties, adding emerging topics such as telecommunications, while still covering the same broad subject areas with which users have become accustomed:

- Authorities & Districts
- Contracts
- Education
- Elections and Referendums
- Exercise of Powers
- Finances
- General Powers
- Judicial Actions and Local Courts

- Land Use Regulation
- Officers and Employees
- Organization
- Relationship With Other Governments
- Services and Assistance
- Torts

Topics such as franchising, ordinances, police powers, home rule, public housing, public assistance, charters, intergovernmental relations, and education continue as the touchstones of the publication. Centralized and intense general discussions facilitate research. Precise jurisdiction headings for each authority in the footnotes are now provided. Year-of-decision dates for each authority have been continued. The treatise highlights the foremost authorities in each topic area.

First published in 1955.

6 Volumes; Looseleaf; updated with revisions 3 times annually.

Brownfields Law and Practice: The Cleanup and Redevelopment of Contaminated Land

Michael B. Gerrard

Definitive and up-to-date coverage of brownfields laws, regulations, programs, and procedures across the nation.

Brownfields Law and Practice: The Cleanup and Redevelopment of Contaminated Land is the complete guide for developers, investors, lenders, property owners, and others who want to seize the opportunity of profitable investment, voluntary cleanup or redevelopment of contaminated land and for their attorneys. It is replete with practice notes and analysis of rapidly evolving federal and state initiatives, programs and policies so that lawyers can most effectively counsel their clients, consider choices in structuring brownfields transactions and negotiate agreements with other parties, including exit strategies to enable brownfields projects to successfully proceed.

Every aspect of the brownfields endeavor, such as legal liability pitfalls, assessments of contamination, self-audit privilege laws, valuation of contaminated property, financial issues and incentives, tax considerations, and specialized insurance policies is considered in-depth. In addition, explanations of federal and state requirements as to problems frequently encountered in the brownfields cleanup process, such as underground storage tanks, asbestos-containing materials, vapor intrusion, lead-based paint, hazardous substance spills, environmental contractor licensing and laboratory certification, are provided.

As a result of having the complete brownfields guide, each party and its counsel can:

- Identify and understand the applicable laws and issues
- Select the appropriate type and degree of cleanup
- Assess the environmental, financial, and legal risks and liabilities
- Minimize and allocate those potential risks and liabilities
- Make optimal use of opportunities for brownfields redevelopment and reuse

Features include detailed chapter summaries; extensive headings and subheadings; practice pointers; sample forms; individual state chapters; lists of laws, governmental contacts, brownfields redevelopers, and web sites; appendices of EPA policy statements and memoranda of agreement; glossary of terms; and bibliography.

Carbon Trading Law and Practice

Scott Deatherage

In **Carbon Trading Law and Practice**, author Scott D. Deatherage provides practitioners with a comprehensive practical guide to the US and international practice of carbon emissions trading. The book includes a comprehensive examination of state, federal, and international climate change and greenhouse gas laws and regulations, emissions trading, international and EU law, other reduction programs, carbon credit projects and financing, climate change disclosure, and the US regulatory regime for greenhouse gas regulation and emissions trading. The book also provides a detailed description of the development and current status of greenhouse gas regulations in the United States, and the current state of affairs in terms of US carbon markets.

The use of market-based systems as a means of regulating emissions and other environmental pollution or degradation is a growing phenomenon. As nations and states appear to be responding to scientific pronouncements regarding the existence and causes of climate change, environmental markets appear to be one of the main tools that will be used to address greenhouse gas emissions. **Carbon Trading Law and Practice** provides the fundamental explanation and the underlying legal systems and issues that serve to create and sustain carbon credit creation and the trading of these credits, and a series of related legal and business issues.

Features

- Excellent guide for practitioners involved in the voluntary credit market or the developing market for those that will be required to meet greenhouse gas emission restrictions in the future

- Comprehensive treatment of the areas of law surrounding carbon trading, including accessible explanations of key issues and terms

Civil Rights Actions

John L. Sobieski, Jr., Joseph G. Cook

Turn to **Civil Rights Actions**, a comprehensive, up-to-date treatise that analyzes every aspect of civil rights for background, insight, and perspective. You'll find broad coverage as well as case-critical information, from statutes that Congress enacted in the late 1950's to the latest developments in civil rights legislation.

Learn from the author's discussion of absolute and qualified immunity, the relationship between state and federal courts, and the procedural framework of civil rights actions, as well as coverage of such specific areas as:

- The Americans with Disabilities Act
- Employment discrimination
- Age discrimination
- Privacy issues
- Property rights
- Fair housing
- Prisoners' rights
- Voting rights

Two volumes of forms

Use the practice forms in the last two volumes for your civil rights matter! For each cause of action you'll find tried-and-true forms and practice guides you can apply to your case. 7 volumes; loose-leaf; updated with supplements and revisions; Pub. 0199

Clark on Surveying and Boundaries

Since 1922, generations of lawyers and surveyors have worked out the legal pitfalls of retracing original surveys and reestablishing lost and obliterated corners using the late Frank Emerson Clark's classic work *A Treatise on the Law of Surveying and Boundaries*. The Seventh Edition of **Clark on Surveying and Boundaries** maintains the proven, easy-to-use format of earlier editions while digesting the latest case law, regulations, and statutes. Cited in decision after decision, **Clark on Surveying and Boundaries** is recognized by surveyors and lawyers as the authoritative reference on surveying and subdividing public lands. The treatise is kept up to date with an annual supplement.

Education Law

A nationally oriented work in the vital area of Education Law. "**Education Law**" is an indispensable reference for attorneys who represent persons having a grievance against educational institutions, and attorneys representing such institutions, as well as school board members and administrators.

Authoritative analysis of federal and state statutes and cases affecting public and private educational institutions at all levels
Includes such topics as:

- banning of books,
- school prayer,
- dealing with students afflicted with AIDS,
- tax-exempt status for parochial schools,
- funding accreditations,
- tort liability
- guidance on collective bargaining strategies,
- drafting codes of student conduct and conducting student searches
- selected forms, including contracts, model school policies, litigation forms, as well as checklists
- tables of state legislation concerning important issues facing educational institutions

First published 1984. 7 volumes; looseleaf; updated with revisions.

Effective EPA Advocacy

Richard G. Stoll

Effective EPA Advocacy authored by Richard Stoll, provides a practical perspective on conducting effective advocacy before the federal Environmental Protection Agency (EPA) in both the rulemaking process and the (equally if not more important) decision-

making processes outside the rulemaking context, such as the issuance of interpretative memoranda, guidance documents, and letter rulings.

Based on the author's observations and insights from eight years in the EPA's Office of General Counsel and twenty seven years in the private sector representing clients in matters before the EPA, **Effective EPA Advocacy** explains what goes on behind-the-scenes in the making of important national laws (regulations are, after all, laws). This book also includes summary coverage of the fundamentals of major environmental statutes and a brief overview of the federal rulemaking and judicial review processes.

Features

- A unique, comprehensive guide on navigating the rulemaking and decision-making process before the federal Environmental Protection Agency.
- Written by an experienced practitioner who specializes in environmental law matters and federal administrative law.
- Provides an overview of the most vital major environmental statutes and synopses of the federal rulemaking and judicial review processes.

Environmental Law in Real Estate and Business Transactions

David R. Berz, Adam P. Storchak, Stanley M. Spracker

This publication provides comprehensive coverage of environmental issues in real property and business transactions; contains both treatise and practice guide materials (including checklists, case studies, forms and EPA administrative materials) on:

- Liability issues involving CERCLA, RCRA, and the Clean Water Act
- Underground storage tanks
- Federal and state liens and superliens
- Siting requirements for wetlands
- Restrictions on property transfers with state specific statutes and forms
- Environmental issues in mergers and acquisitions, including SEC disclosure requirements, due diligence, and bankruptcy
- Lender liability
- Indoor air quality and asbestos in commercial buildings
- Global climate change and its impact on business
- International environmental issues

First published in 1992.

3 Volumes; Looseleaf; updated with revisions.

Environmental Law Practice Guide

Michael B. Gerrard

Comprehensive coverage of the entire spectrum of federal and state environmental law. Everything you need all in one place! Provides practical guidance that cuts across all substantive areas of environmental law. Written for attorneys, consultants, regulators and facility managers by some of the foremost authorities in the country, this publication provides guidance through complex procedures and phases of environmental law practice, featuring state-by-state as well as subject-by-subject coverage.

The set consists of four major units:

- Unit I: step-by-step guidance for procedural items involving, for example, environmental impact statements, land preservation, government financing, environmental management systems, document retention requirements, consultants and contractors, environmental due diligence, audits, liability, insurance, taxation, international activities, Indian country activities, regulatory takings, litigation, citizen suits, environmental justice, attorney's fees, conflicts of interest, ADR, civil and criminal enforcement, and practice before the EPA.
- Unit II: substantive law of environmental quality: air and water pollution, pollution prevention, indoor air quality, vapor intrusion, global climate change, green buildings and sustainable development, environmental trading programs, wetlands, drinking water, noise, oceans and coasts, and wildlife protection.
- Unit III: regulated substances and waste management, e.g.: identifying hazardous substances and hazardous wastes, RCRA, CERCLA, TSCA, OSHA, EPCRA, hazmat transportation, agricultural issues, pesticides, asbestos, lead, PCBs, molds, used oil, medical and infectious wastes, storage tanks, radioactive materials, preparation and responses to disasters and terrorism.
- Unit IV: state-by-state (plus D.C. and Puerto Rico) guide to environmental law, including an examination of the federal-state relationship, and state environmental law procedures, programmatic areas and reference guides.

Practice materials include permit and litigation forms, lease clauses, environmental audit checklists, due diligence inquiry letters, site investigation and remediation forms and checklists, directories of state governmental offices, lists of environmental and trade associations in each state, and bibliographies. Upon its initial publication, this set was named the Year's Best New Legal Practice Book by the Association of American Publishers.

Also available on Authority Environmental Law Library CD-ROM.
Join the LexisNexis Environmental Law Center today!

Insurance and Risk Management for State & Local Governments

A complete guide in three parts for the attorney advising public entities on the legal issues of risk management.

- Part I introduces the concepts of risk and risk management.
- Part II deals with the perils and hazards of public entities, specifically governmental tort liability.
- Part III covers insurance policies and risk management alternatives other than commercial insurance.

Also includes standard Insurance Services Office (ISO) and other forms and checklists.

First published in 1991.
1 Volume; Looseleaf; updated.

Also available online.
The eBook version of this title features links to Lexis Advance for further legal research options.

Insurance Coverage for Environmental Claims

Mitchell L. Lathrop

Who Should Pay the Costs of Environmental Cleanup?

Whether you represent the insurer or the insured, the potential costs can run into the millions if your client is found liable. To help you effectively represent your client, this comprehensive, two-volume treatise will walk you through the complexities of environmental insurance coverage. This treatise will provide you with clear and concise analysis of:

- federal statutes, such as CERCLA, RCRA, NEPA, TSCA, EPCRA, OPCA, the Refuse Act, CWA, CAA, and the state analogs;
- the particular insurance policies at issue;
- reinsurance;
- case preparation and discovery;
- jurisdiction, venue and choice of law
- scientific and technical considerations--environmental assessment and remediation techniques; and
- the implications of climate change for the insurance industry.

Cutting Client Costs--Consider Alternatives to Litigation

Expensive litigation, uncertainty of results, publicity, and lengthy time delays are making alternative dispute resolution (ADR) an increasingly welcomed vehicle for resolving both domestic and international insurance disputes. Mitchell Lathrop provides extensive coverage of the non-litigation avenues available to insurers and insureds alike.

Stay Up-to-Date with the Latest Insurance Topics

With cutting edge coverage of the hottest insurance issues and tools, insightful analysis and straightforward explanations of policy language, you can determine where you and your client stand today and how to improve your client's position tomorrow.

Partner-up with an Environmental Insurance Expert.

First published in 1992.
2 Volumes with annual updates.

Killer Roads: From Crash to Verdict

William E. Kenworthy, Richard S. Kuhlman

More than 40,000 people are killed on our highways each year, and millions more are injured. Bad drivers and bad vehicles alone do not account for this carnage. The highway itself is often a contributing -- even determining -- cause of accidents.

Killer Roads provides comprehensive guidance on the many issues surrounding transportation facility negligence. It helps you pinpoint essential engineering issues and relevant road defects, assess the quality of maintenance, identify pertinent engineering standards, and understand the liability of all parties.

However, **Killer Roads** goes beyond describing the legal basis for your courtroom strategy. It also provides helpful, hands-on guidance for implementing this strategy successfully. Written in straightforward language, **Killer Roads** demonstrates how highway liability issues impact your approach to jury selection, the opening statement, cross-examination, and expert witness testimony.

The eBook versions of this title feature links to Lexis Advance for further legal research options.

Land Use Law

Daniel R. Mandelker

Environmental pressures, fierce debates about growth, and civil rights issues continue to redraw the boundaries defining land use law.

Land Use Law reviews local planning and land use regulation programs, and is the only treatise with comprehensive citations to federal and state court decisions, as well as state statutes. Both land use practitioners and general practitioners whose clients have land use regulation problems will find this book a valuable addition to their library. Look to **Land Use Law** for both federal and state case law. In addition to federal takings law, it has sections on federal remedies under Section 1983 of the Federal Civil Rights Act, free speech issues as they apply to land use regulations, and antitrust law.

Even if you don't go to court with land use cases, you'll find this resource an invaluable resource on the law of variances, special exceptions, zoning amendments, subdivision approvals, and other zoning actions that are heard by local zoning agencies.

Marine Oil Pollution

Marine Oil Pollution contains the most authoritative coverage of this topic available. Updated yearly, this comprehensive work covers every aspect of the law on marine oil pollution and provides a great starting point for further research in this area. Topics covered include federal and state marine oil pollution law, criminal penalties, international conventions, and industry initiatives.

Marine Oil Pollution is also published as Chapter 9 of Volume 3 of *Benedict on Admiralty*.

Municipal Litigation Reporter

Access to certain freelance articles and other features within this publication (i.e. photographs, classifieds, etc...) may not be available.

MUNICIPAL LITIGATION REPORTER, a one-of-a-kind case digest service reporting exclusively on decisions involving cities, counties, towns and townships, school districts, and other local government entities, now goes beyond case law to bring even more of what you need to be an effective city attorney or risk manager.

In addition to 40+ comprehensive, concise, convenient case summaries, each monthly issue includes:

- Updates on relevant, high-impact news -- your alert on current events that affect your municipality's policies and procedures
- Extensive reports on congressional and agency actions -- your early warning system to prevent expensive claims
- Tight, quick-read summaries of carefully selected law review articles -- offering you a broader perspective on the law to help you strategically plan for the future

MUNICIPAL LITIGATION REPORTER is written for city and county attorneys and private practice lawyers representing municipalities, as well as public risk managers.

Newsgathering and the Law

Lee Levine, Robert C. Lind, Seth D. Berlin, C. Thomas Dienes

It is time you learned from the experts.

CIA leaks and discourse on news media limits are splashed across the headlines. The use of hidden cameras, unauthorized taping, and access to businesses and homes are the real business of those practicing in the area of reality television. There is no better time than now to negotiate newsgathering issues with the experts. In **Newsgathering and the Law**, Fourth Edition, Lee Levine, Robert C.

Lind, Seth D. Berlin, and C. Thomas Dienes each with more than 20 years of experience in media law, share their combined life work with you. Hundreds more pages of analysis; including a new chapter Privilege on the Internet and new discussions like Civil Commitment Proceedings; Military Proceedings and National Security and Other Technology in the Courtroom all make the Fourth Edition a must read.

The eBook version of this title features links to Lexis Advance for further legal research options.

Nichols on Eminent Domain

Professor David L. Callies, Dwight H. Merriam, Professor Patricia Salkin, Larry J. Smith, David Schultz

The Authority on Eminent Domain Since 1909

Answers Practically Every Question on Eminent Domain

Comprehensive and current, this definitive treatise on the law of eminent domain discusses:

- The origin, characteristics, nature, and extent of the power of eminent domain;
- Valuation and damages;
- Preparation of claims and negotiations; and
- The passing of ownership and the nature of the title acquired.

Frequently Cited by the Courts

Nichols on Eminent Domain® is regularly cited by state and federal courts as well as by the United States Supreme Court in its eminent domain and condemnation cases, including the Supreme Court's decisions in *Del Monte Dunes* and *Palazzolo*.

Guides You on Aspects of Valuation.

You'll get the arguments that can be raised to increase or decrease the value of your client's property, including market values, damages, proposed use, amount of award, income, improvements, sales, and offers. You'll also get the rules of evidence pertaining to valuation.

Speeds You to the Cases and Facts.

A comprehensive index is included. Decisions are footnoted and arranged jurisdictionally for fast and easy access to cases and topics.

The only combined treatise and practice guide encompassing all topics in the field of eminent domain for all jurisdictions, **Nichols on Eminent Domain**® is the most comprehensive work available.

- Definitive treatment of eminent domain and valuation.
- In-depth analysis of condemnation practice and procedure, including discovery, evidence, jury instructions, and examination of experts.
- Recent important judicial developments and emerging areas of the law, including landmark Supreme Court decisions on public use and public purpose, exactions, compensation for loss of business goodwill, inverse condemnation, uniform professional appraisal standards, and the taking of environmentally contaminated property.
- Four revisions yearly, with case supplements and special alerts as needed to ensure up-to-date coverage.
- Footnotes contain extensive annotations arranged alphabetically by state.
- Each chapter begins with a synopsis directing you to the specific section you need to review.

Download a Special Alert on the U.S. Supreme Court decision in *Kelo v. City of New London*.

Chapters are written by expert practitioners you can rely on. Contributing Authors Include:

- Professor David L. Callies, William S. Richardson School of Law, University of Hawaii
- Dwight H. Merriam, Robinson & Cole LLP, Hartford, Connecticut
- Professor Patricia Salkin, Albany Law School, Albany, New York
- Larry J. Smith, Graham & Dunn, P.C., Seattle, Washington
- David Schultz, Graduate School of Public Administration and Management, Hamline University, St. Paul, Minnesota

This 18-volume loose-leaf treatise is updated four times per year and is also available as an eBook in .mobi and .epub formats, as well as on lexis.com.

Personal Injury: Actions, Defenses, Damages

Louis R. Frumer, B.A., LL.B., LL.M., Melvin I. Friedman, A.B., LL.B., Sally Aiello, Esq.; Professor James Albert; Michael Axline, Esq.; Michelle Barnes-Keating, Esq.; Roy L. Benoit, LL.B.; Professor Edward Birmingham; Professor Arthur Best; Professor Gerald W. Boston; Joel F. Cofsky, J.D.; Mary James Courtenay, Esq.; Jeffrey Dannenberg, Esq.; Rosanne Dobbin, LL.B.; Professor Constance Fain; G. Robert Friedman, Esq.; Kennon Goff, Esq.; Lester Jayson, Esq.; Vincent Johnson, Esq.; David Kaplan, Esq.; Martin Kaufman, Esq.; Richard E. Kaye, Esq.; Christine Knepper-Wolff, Esq.; Michel J. Landron, Esq.; Marilyn Minzer, LL.B.; Jerome Nates, J.D.; John O'Donnell, Esq.; Gordon Ohlsson, J.D.; Lily T. Pilgrim, LL.B.; Donald Polden, Esq.; Mark S. Rhodes, Esq.; David Rickless, Esq.; Jeffery Robertson, Esq.; David A. Slavin, Esq.; R. J. Stone, Esq.; Professor Ronald F. Wright, Esq.

The largest and most comprehensive case law compendium in legal literature provides encyclopedic treatment of the personal injury law of every American jurisdiction.

- Gives you over 200 "fact situation" titles under which all cases are classified. Titles are alphabetically arranged according to the situation or instrumentality out of which an injury can arise, or the party injured or causing the injury
- Each title provides coverage of theories of recovery, elements of cause of action and necessary allegations, defenses and damages
- Includes forms for bringing and defending the suit, compiled from the actual files of eminent practitioners
- A separate volume provides consolidated treatment of damages
- Annotated to all jurisdictions

First published in 1957.

Police Civil Liability

Isidore Silver

A comprehensive guide to the personal injury and civil rights aspects of police misconduct. Includes an extensive array of forms. An essential resource for personal injury lawyers--plaintiff and defense, civil rights attorneys, government counsel, and for law enforcement officers at all levels, this handy work provides numerous practice aids and forms throughout.

Includes:

- Section 1983 & other Federal Civil Rights Actions
- Negligence during police emergencies
- False arrest and imprisonment
- Liability for misuse of weapons
- Assault and battery
- Malicious prosecution
- Duties to persons arrested and incarcerated
- Duty to protect citizens and property
- Immunity

An appendix contains detailed analysis of qualified immunity in Fourth Amendment search and seizure and other constitution litigation.

Powell on Real Property

Michael Allan Wolf

Cited More Than Any Other Treatise on Real Property Law, and cited multiple times by the U.S. Supreme Court over the last decade. **Powell on Real Property®** is the definitive and modern real property treatise you've been looking for. Also included are exclusive extras written by General Editor Michael Allan Wolf, including:

- The Supreme Court Update, an annual review of Supreme Court cases affecting real property interests
- Powell in the Courts, a quarterly analysis of recent case law citing Powell, released 4 times per year along with the updates to the treatise.

Updated analysis of complex property issues related to Rails-to-Trails.

Some of the most contested property disputes of the late twentieth and early twenty-first centuries have concerned the conversion of railroad corridors to public uses such as recreational trails. Such disputes are the subject of new Chapter 78A, Rails-to-Trails: Conversion of Railroad Corridors to Recreational Trails, written by Professor Danaya C. Wright.

Updated information and analysis on Green Buildings.

Why do real estate attorneys need to know about them? General Editor Michael Allan Wolf explains in new Chapter 78B, Green Buildings, as he explores the green building phenomenon--the forces coming together to integrate building design and construction practices furthering energy efficiency, resource conservation, and the protection of the environment.

Authoritative Coverage that the courts look to and cite.

Powell's authoritative, national coverage includes unmatched in-depth analysis of the pertinent case law, statutes, and regulations. Over 130 chapters and several practice guides cover the gamut of real estate issues with clear explanations of the current law.

Critical topical analysis from experts in the field includes:

- Americans with Disabilities Act: public accommodations and commercial facilities
- Effect of bankruptcy law on real property transactions and interests
- Condominiums, cooperatives, homeowner associations, and timesharing
- Conveyancing
- Deeds, recording acts, and title insurance
- Easements, licenses and restrictive covenants
- Eminent domain
- Landlord and tenant law
- Land use planning and regulation
- Mortgages, liens and foreclosures
- Tax aspects of real estate transactions and investments
- Effect of telecommunications laws on real property interests
- Property disputes related to conversion of railroad corridors to recreational trails and other public uses (rails-to-trails)
- Green buildings

Written and updated by leading authorities and practitioners from across the nation.

Statements of law are supported by abundant citations to statutes, regulations, case law, law review commentary, and more. For more than half a century, **Powell on Real Property®** has been the one source to turn to for the answers to real property law questions in America. With its unparalleled breadth and depth of coverage, it still is.

Recent Supreme Court cases citing **Powell on Real Property®** include:

- *Georgia v. Randolph*, 126 S. Ct. 1515 (2006)
- *Hibbs v. Winn*, 542 U.S. 88 (2004)
- *Eldred v. Ashcroft*, 537 U.S. 186 (2003)
- *United States v. Craft*, 535 U.S. 274 (2002).

Regulatory Takings

Steven J. Eagle

Regulatory Takings provides clear, yet trenchant analyses of the federal and state constitutional principles that arise when expanding land use regulations clash with the right of citizens to receive just compensation when their property is taken.

"On Point" Law for the Legal Specialist

Regulatory Takings provides a detailed examination of the substantive and procedural aspects of regulatory takings law as well as the judicial applications of these principles in specific areas, such as exactions on new development and governmental growth restrictions. In the process, **Regulatory Takings** liberally cites pertinent cases, statutes, and secondary sources. It examines technical considerations unique to regulatory takings, such as special standing requirements, while highlighting widely varying state and local statutes, ordinances, and administrative practices. Get detailed analysis on:

- wetlands regulations
- exactions on development
- free speech rights in shopping malls and other private property
- the Endangered Species Act
- "exclusionary" zoning
- asset seizures
- rent controls

In this invaluable fifth edition, the author offers careful and balanced appraisals of both governmental powers and private rights. Whether you represent property owners and developers subject to regulation, units of state or local government, or public interest organizations such as environmental or property rights groups, you'll find **Regulatory Takings** an indispensable resource.

Toxic Substances Control Act (Gold & Warshaw)

Miriam V. Gold and Jean Warshaw

The growing concern in the United States about the safety of chemicals in our environment makes the **Toxic Substances Control Act (TSCA)** authored by Miriam V. Gold & Jean Warshaw, a timely topic. TSCA is the primary vehicle for enabling the government to review most chemicals, other than foods, drugs, cosmetics and pesticides, before they are introduced into commerce. Last year's dramatic recall of children's toys tainted with lead has increased the calls for thorough information about the chemicals in our environment. In addition, the lightening speed of nanotechnology development threatens to leave regulators with very few tools to address the environmental and toxicological effects of nanomaterials. This book is a unique resource for lawyers and regulatory

affairs specialists who need to understand the Toxic Substances Control Act (TSCA), including the surrounding law, regulations and guidances. This volume includes a CD-ROM containing a broad array of resource materials, references to other supporting source materials, and procedures to implement an integrated TSCA compliance plan.

Features

- Unique and strategic text on regulatory compliance of the Toxic Substances Control Act (TSCA).
- Written by two practitioners with over thirty-three years combined wealth of experience in the chemical industry.
- Text includes helpful samples and draft documents for attorneys and regulatory specialists, with accompanying CD-ROM for ease of use.

Williams & Meyers, Oil & Gas Law Abridged Ed.

With this convenient desk edition, you will get thorough yet concise coverage of the law relating to oil and gas. A handy abridgement of the 8-volume master treatise, Williams & Meyers, Oil and Gas Law, this book contains full treatment of property interests, conveyancing, oil and gas leases, implied covenants, and pooling and unitization. It is a good starting point for researching all your questions dealing with oil and gas law and the section numbering is keyed to the master treatise, locating in-depth and detailed analysis of your topic is quick and easy.

Zoning and Land Use Controls

Eric Damian Kelly

With the broadest scope, most forms and best index of any comparable publication available, along with two full volumes of model ordinances and detailed annotations organized by jurisdiction, **Zoning and Land Use Controls** gives you everything you need to practice real estate law with complete confidence.

Zoning and Land Use Controls covers:

- Modern land use law trends such as sign regulation and adult-use businesses
- Federal and state regulation
- Zoning procedures and judicial review
- Model ordinances
- Site plans
- Sample building permits
- Zoning application forms

First published in 1977

10 volumes, loose-leaf; updated with revisions

Zoning Law and Practice

Zoning Law and Practice treats a complex subject with clarity and accuracy. The author searched out cases from all jurisdictions to produce an indispensable work containing a cross-section of the various holdings, both pro and con, regarding zoning as a municipal science.

For more information, contact your LexisNexis account representative.

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All Legislative Bill Histories

This file provides helpful insight into history of a bill, resolution, or other form of legislation. In each state the available legislative history types are bill analyses, fiscal analyses, and governor's messages. State Net continues to monitor all legislatures for availability of additions or enhancements to legislative history content.

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Mississippi Legislative Bill History
Missouri Legislative Bill History
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MT Workers' Compensation Decisions
NC Business Court - Trial Orders
NC Superior Courts - Trial Orders
NE Workers' Compensation Decisions
NH Superior Courts - Trial Orders
NJ Chancery Court Cases 1830 - 1948 - Trial Orders
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NJ Prerogative Court Cases 1831 - 1948 - Trial Orders
NJ Superior Courts - Trial Orders
NJ Superior Courts, Unpublished - Trial Orders
NJ Supreme Court Cases 1789 - 1948 - Trial Orders
NJ Tax Court - Trial Orders

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NY Lower Courts - Trial Orders from New York Law Journal(ALM)
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OR Tax Court - Trial Orders
PA County Decisions - Trial Orders
RI Superior Courts - Trial Orders
SC Common Pleas Courts - Trial Orders
SD Circuit Courts - Trial Orders
TN Chancery Courts - Trial Orders
TN Circuit Courts - Trial Orders
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Councilman Vaughan made the motion to acknowledge receipt of six bids and award and execute a contract with J.E. Talley as the lowest and best bidder, as presented, for the 2019 Emergency Watershed Protection Program drainage project in an amount not to exceed \$174,453.90. 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 014-2021

WHEREAS, the City of Gautier has requested bids for the Emergency Watershed Protection Program drainage project; 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, six bids were received for this project and opened on January 8, 2021; and

WHEREAS, Bottom 2 Top Construction, LLC was the low bidder, however, the contractor requested to withdraw their bid for consideration; and

WHEREAS, the next low bidder was J.E. Talley Construction in the amount of \$174,453.90; and

WHEREAS, the Project Engineer has reviewed the relevant qualifications and bids, and recommends awarding this contract to J.E. Talley as the lowest and best bid currently available; and

WHEREAS, the Mayor and Council Members hereby find that J.E. Talley has submitted the lowest and best bid currently available; and

WHEREAS, the Mayor and Council Members hereby find that awarding and executing a contract with J.E. Talley for the Emergency Watershed Protection Program drainage project is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, contract with J.E. Talley for the 2019 Emergency Watershed Protection Program drainage project is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 1/26/2021
Subject: NRCS Emergency Watershed Protection Program Drainage Project Contract (2019 Round of Funding)

REQUEST:

The Grants and Projects Department requests City Council authorization to acknowledge receipt of six bids and award and execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project in an amount not to exceed \$174,453.90.

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:

A total of six bids were received for this project and opened on January 8, 2021. Bottom 2 Top Construction, LLC was the low bidder. However, that contractor requested to withdraw their bid from consideration. The next low bidder was J.E. Talley Construction.

Seymour Engineering has reviewed the bids and recommends awarding this project to J.E. Talley Construction in the amount of \$174,453.90.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of six bids and award and execute a contract with J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project in an amount not to exceed \$174,453.90.

The City Council may:

- 1) Accept bids and authorize the award and execution of the contract as presented; or
- 2) Reject all bids and modify the scope of the project; or
- 3) Reject all bids and re-advertise.

ATTACHMENTS:

1. Contract Award Recommendation Letter
2. Bottom 2 Top Bid Withdrawal Letter
3. Bid Tabulation

January 15, 2021

Ms. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39533

Re: Acknowledge Receipt of Bids and Recommendation of Award
2020 NRCS Sites – Beasley Road and Riverside Drive

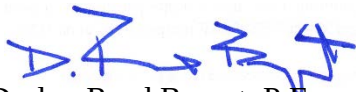
Dear Ms. Yancey,

Please be advised that on Friday, January 8, 2021, at 3:00 PM, six bids were received for the above referenced project. As you will see from the attached bid tabulation, Bottom 2 Top Construction, LLC is the low bidder. While I was performing the due diligence prior to recommending the contract award, it was determined that this bidder made an error on their bid and has requested to withdraw their bid from consideration.

That said, the next low bidder is J.E. Talley Construction, whom I contacted. They are comfortable with their bid amount and are prepared to perform the project as specified in the contract documents. Based on this, I recommend awarding this project to J.E. Talley Construction in the amount of \$174,453.90.

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

Sincerely,
SEYMOUR ENGINEERING



Durlon Reed Bryant, P.E.
Project Engineer

Cc: Ms. April Stennett, Grants and Project Administrator

Attachment: Certified Bid Tabulation



January 18, 2021

To whom it may concern,

On January 8, 2021 Bottom 2 Top was the apparent low bidder on the Beasley Rd and Riverside Drive job. There was a clarification we did not see that was issued on January 6th, 2021 that Bottom 2 Top unfortunately did not see. Upon the receipt of the email from Reed Bryant on January 11, 2021 verifying that we saw the clarification, Bottom 2 Top replied stating that we are not comfortable doing this project due to the clarification. This letter is intended as a formal withdrawal of the project. We at Bottom 2 Top apologize for any inconvenience this may cause and we thank you.

Address:
23272 Hwy 49 Frontage Rd. Suite B
Saucier, MS 39574
Office: 228-731-3795
Fax: 228-314-3811
Email: jraffeo@bottom2top.net

The City of Gautier
2020 NRCS Sites - Beasley Road & Riverside Drive

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 8, 2021 at 3:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor Address City, State				Engineer's Estimate		Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC		E.R.S., Inc. 1635 Lelia Drive, Ste 102 Jackson, MS 39216 09317-MC		Jack Ferrill's Heavy Equipment 4222 Ingalls Ave Pascagoula, MS 39581 19884-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571 08365-MC	
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
BASE BID																	
1	MOBILIZATION	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,500.00	\$ 15,500.00	\$ 6,100.00	\$ 6,100.00	\$ 20,000.00	\$ 20,000.00	\$ 6,352.50	\$ 6,352.50
2	DEBRIS REMOVAL (BANK TO BANK REMOVAL OF VEGETATION, DEBRIS, RUBBISH, TRASH, ETC.)	3270	LF	\$ 42.00	\$ 137,340.00	\$ 8.00	\$ 26,160.00	\$ 55.00	\$ 179,850.00	\$ 33.17	\$ 108,465.90	\$ 24.40	\$ 79,788.00	\$ 15.00	\$ 49,050.00	\$ 25.40	\$ 83,058.00
3	UNCLASSIFIED EXCAVATION	165	CY	\$ 8.00	\$ 1,320.00	\$ 8.00	\$ 1,320.00	\$ 50.00	\$ 8,250.00	\$ 5.55	\$ 915.75	\$ 36.60	\$ 6,039.00	\$ 12.00	\$ 1,980.00	\$ 12.70	\$ 2,095.50
4	CONCRETE PAVED DITCH (6" THICK)	665	SY	\$ 35.00	\$ 23,275.00	\$ 120.00	\$ 79,800.00	\$ 122.00	\$ 81,130.00	\$ 61.69	\$ 41,023.85	\$ 64.66	\$ 42,998.90	\$ 125.00	\$ 83,125.00	\$ 86.40	\$ 57,456.00
5	CONCRETE HEADWALL	8	EA	\$ 2,400.00	\$ 19,200.00	\$ 1,409.76	\$ 11,278.08	\$ 2,100.00	\$ 16,800.00	\$ 2,347.01	\$ 18,776.08	\$ 3,355.00	\$ 26,840.00	\$ 2,400.00	\$ 19,200.00	\$ 3,811.50	\$ 30,492.00
6	EROSION CONTROL BLANKET	800	SY	\$ 2.50	\$ 2,000.00	\$ 3.90	\$ 3,120.00	\$ 5.00	\$ 4,000.00	\$ 1.50	\$ 1,200.00	\$ 4.88	\$ 3,904.00	\$ 3.50	\$ 2,800.00	\$ 3.20	\$ 2,560.00
7	HYDROSEEDING	1000	SY	\$ 4.75	\$ 4,750.00	\$ 3.86	\$ 3,860.00	\$ 3.00	\$ 3,000.00	\$ 1.95	\$ 1,950.00	\$ 4.88	\$ 4,880.00	\$ 3.75	\$ 3,750.00	\$ 3.80	\$ 3,800.00
8	SILT FENCING	400	LF	\$ 4.00	\$ 1,600.00	\$ 3.90	\$ 1,560.00	\$ 8.00	\$ 3,200.00	\$ 3.56	\$ 1,424.00	\$ 4.88	\$ 1,952.00	\$ 2.75	\$ 1,100.00	\$ 4.45	\$ 1,780.00
9	WADDLES (18" DIAMETER)	200	LF	\$ 6.00	\$ 1,200.00	\$ 5.86	\$ 1,172.00	\$ 20.50	\$ 4,100.00	\$ 3.75	\$ 750.00	\$ 9.76	\$ 1,952.00	\$ 4.50	\$ 900.00	\$ 6.35	\$ 1,270.00
TOTAL BID				\$ 202,685.00		\$ 146,270.08		\$ 330,330.00		\$ 190,005.58		\$ 174,453.90		\$ 181,905.00		\$ 188,864.00	



D. Bryant

Councilman Vaughan made the motion to acknowledge receipt of eight bids and award and execute a contract with J.E. Talley Construction, as presented, as the lowest and best bidder for the Town Commons Park, Phase 1 project for the base bid, additive alternates 1 and 2, and a deduction on material alternatives in an amount not to exceed \$1,889,801.79. 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 015-2021

WHEREAS, the City of Gautier has requested bids for Town Commons Park, Phase 1 project; and

WHEREAS, on January 22, 2021, eight sealed proposals were received; and

WHEREAS, the project budget allows for the award of the base bid, additive alternate 1 (pickleball area infrastructure), and additive alternate 2 (paving the limestone parking areas contained in the base bid). Additionally, a material alternate deduction is recommended, as provided on the Bid Schedule; and

WHEREAS, the low bidder was J.E. Talley Construction for this award scenario; and

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

WHEREAS, Seymour Engineering has reviewed the bids, and recommends awarding the contract to J.E. Talley in the amount of \$1,889,801.79, which is the total for the base bid, additive alternate 1, additive alternate 2, and a deduction for material alternatives; 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, additive alternates 1 and 2, and a deduction for material alternatives to the lowest and best bidder, J.E. Talley Construction, in an amount not to exceed \$1,889,801.79; and

WHEREAS, the Mayor and Council Members hereby find that J.E. Talley Construction, 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, additive alternates 1 and 2, and a deduction for material alternatives with J.E. Talley Construction for the Town Commons Park, Phase 1 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
 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 February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 1/26/2021
Subject: Town Commons Park, Phase I – Contract Award

REQUEST:

The Grants and Projects Department requests City Council authorization to acknowledge receipt of eight bids for the Town Commons Park, Phase I project and award and execute a contract with J.E. Talley Construction in an amount not to exceed \$1,889,801.79.

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.

DISCUSSION:

On January 22, 2021, eight bids were received and opened for this project. The project budget allows for the award of the base bid, additive alternate 1 (pickleball area infrastructure) and additive alternate 2 (paving the limestone parking areas contained in the base bid). Additionally, a material alternate deduct will be awarded, as provided on the Bid Schedule.

As shown on the bid tabulation, J.E. Talley Construction is the low bidder for this award scenario. Seymour Engineering has reviewed the bids and recommends awarding the contract to J.E. Talley Construction in the amount of \$1,889,801.79, which is the total for the base bid, additive alternate 1, additive alternate 2, and deduct for material alternates.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of eight bids for the Town Commons Park, Phase I project and award and execute a contract with J.E. Talley Construction in an amount not to exceed \$1,889,801.79.

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. Contract Award Recommendation Letter
2. Contract
3. Certified Bid Tabulation

January 26, 2021

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

Re: Acknowledge Receipt of Bids and Recommendation of Award
City of Gautier Town Commons Development

Dear Mrs. Yancey,

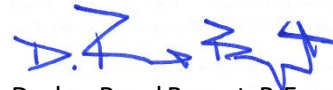
Please be advised that on Friday, January 22, 2021, at 2:00 PM, bids were received for the referenced project. I have included the bid tabulation for your review. After discussions with City Personnel, the budget allotted for this project allows for the award of the Base Bid, Additive Alternate #1 to include the pickleball area infrastructure, and Additive Alternate #2 to pave the limestone parking areas contained on the Base Bid. Likewise, a materials deduct will be awarded for material's alternates provided on the Bid Schedule.

As you will see from the attached bid tabulation, J.E. Talley Construction is the low bidder for this award scenario. They have provided all required documents as part of the bid and have performed several projects along the Gulf Coast of this magnitude. That said, I recommend awarding this Construction Contract to J.E. Talley Construction for their bid amount of \$1,889,801.79, which is the total for the Base Bid, Additive Alternate #1, Additive Alternate #2, and Deduct for Materials Alternates provided on the Bid Schedule.

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

Sincerely,

SEYMOUR ENGINEERING



Durlon Reed Bryant, P.E.
Project Engineer

Cc: Ms. April Stennett, Grants and Project Administrator

Attachment: Certified Bid Tabulation
Construction Contract
Construction Contract General Conditions
Construction Contract Supplementary General Conditions

D. Reed Bryant, P.E.
Project Engineer / Project Manager

Enclosed: Phase 1A – Drainage/Site Plan
 Phase 1B – Drainage/Site Plan
 Peak Discharge Calculations, including a detention size summary & orifice size summary

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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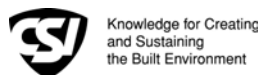
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF GAUTIER

(Owner) and J.E. TALLEY CONSTRUCTION, INCORPORATED

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CITY OF GAUTIER
TOWN COMMONS PARK
PHASE 1 – SITEWORK**

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The work shall consist of furnishing all labor, design, material, tools, equipment, and layout in performing the site work and utility construction as shown the drawings and specifications.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
	SEE ATTACHED BID SCHEDULE				
	TOTAL OF BASE BID, ADDITIVE ALTERNATE #1, ADDITIVE ALTERNATE #2, MATERIALS DEDUCT AND ADDITION	ONE MILLION, EIGHT-HUNDRED AND EIGHTY NINE THOUSAND, EIGHT HUNDRED AND ONE DOLLARS AND SEVENTY-NINE CENTS			<u>\$1,889,801.79</u>
		(words)			(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Provided that an Application for Payment is received by the Engineer not later than the 20th day of a month, the Owner shall make payment to the Contractor not later than 45 days. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 60 days after the Engineer receives the Application for Payment. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name Seymour Engineering and the City of Gautier as additional insureds on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to Seymour Engineering and the City of Gautier in respect to workers compensation.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 43, inclusive).
6. Supplementary Conditions (pages 1 to 14 inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 36 sheets with each sheet bearing the following general title: **CITY OF GAUTIER TOWN COMMONS PARK, PHASE 1 – SITEWORK, GAUTIER, MISSISSIPPI** (or) the Drawings listed on attached sheet index.
9. Addenda (numbers 1 to 4, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. _____.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1 inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

THE CITY OF GAUTIER, MISSISSIPPI

J.E. TALLEY CONSTRUCTION, INCORPORATED

By: _____

By: _____

Title: **CITY MANAGER**

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

3330 US-90

GAUTIER, MS 39553

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	5
1.01 Defined Terms	5
1.02 Terminology	7
Article 2 – Preliminary Matters	8
2.01 Delivery of Bonds and Evidence of Insurance	8
2.02 Copies of Documents	8
2.03 Commencement of Contract Times; Notice to Proceed	8
2.04 Starting the Work	8
2.05 Before Starting Construction	8
2.06 Preconstruction Conference; Designation of Authorized Representatives	9
2.07 Initial Acceptance of Schedules	9
Article 3 – Contract Documents: Intent, Amending, Reuse	9
3.01 Intent	9
3.02 Reference Standards	9
3.03 Reporting and Resolving Discrepancies	9
3.04 Amending and Supplementing Contract Documents	10
3.05 Reuse of Documents	10
3.06 Electronic Data	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	11
4.01 Availability of Lands	11
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions	11
4.04 Underground Facilities	12
4.05 Reference Points	13
4.06 Hazardous Environmental Condition at Site	13
Article 5 – Bonds and Insurance	14
5.01 Performance, Payment, and Other Bonds	14
5.02 Licensed Sureties and Insurers	14
5.03 Certificates of Insurance	14
5.04 Contractor’s Insurance	15
5.05 Owner’s Liability Insurance	16
5.06 Property Insurance	16
5.07 Waiver of Rights	17
5.08 Receipt and Application of Insurance Proceeds	17
5.09 Acceptance of Bonds and Insurance; Option to Replace	17
5.10 Partial Utilization, Acknowledgment of Property Insurer	18
Article 6 – Contractor’s Responsibilities	18
6.01 Supervision and Superintendence	18
6.02 Labor; Working Hours	18
6.03 Services, Materials, and Equipment	18
6.04 Progress Schedule	18

6.05	Substitutes and “Or-Equals”	19
6.06	Concerning Subcontractors, Suppliers, and Others.....	20
6.07	Patent Fees and Royalties	21
6.08	Permits	21
6.09	Laws and Regulations.....	21
6.10	Taxes.....	22
6.11	Use of Site and Other Areas	22
6.12	Record Documents	22
6.13	Safety and Protection.....	22
6.14	Safety Representative	23
6.15	Hazard Communication Programs	23
6.16	Emergencies.....	23
6.17	Shop Drawings and Samples	23
6.18	Continuing the Work	25
6.19	Contractor’s General Warranty and Guarantee.....	25
6.20	Indemnification.....	25
6.21	Delegation of Professional Design Services	26
Article 7 – Other Work at the Site.....		26
7.01	Related Work at Site.....	26
7.02	Coordination	26
7.03	Legal Relationships	27
Article 8 – Owner’s Responsibilities.....		27
8.01	Communications to Contractor.....	27
8.02	Replacement of Engineer.....	27
8.03	Furnish Data.....	27
8.04	Pay When Due	27
8.05	Lands and Easements; Reports and Tests.....	27
8.06	Insurance.....	27
8.07	Change Orders	27
8.08	Inspections, Tests, and Approvals.....	27
8.09	Limitations on Owner’s Responsibilities.....	27
8.10	Undisclosed Hazardous Environmental Condition	27
8.11	Evidence of Financial Arrangements	27
8.12	Compliance with Safety Program.....	27
Article 9 – Engineer’s Status During Construction.....		28
9.01	Owner’s Representative.....	28
9.02	Visits to Site.....	28
9.03	Project Representative.....	28
9.04	Authorized Variations in Work	28
9.05	Rejecting Defective Work	28
9.06	Shop Drawings, Change Orders and Payments.....	28
9.07	Determinations for Unit Price Work	28
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	29
9.09	Limitations on Engineer’s Authority and Responsibilities.....	29
9.10	Compliance with Safety Program.....	29
Article 10 – Changes in the Work; Claims.....		29
10.01	Authorized Changes in the Work	29
10.02	Unauthorized Changes in the Work	30
10.03	Execution of Change Orders	30
10.04	Notification to Surety	30
10.05	Claims	30

Article 11 – Cost of the Work; Allowances; Unit Price Work	31
11.01 Cost of the Work.....	31
11.02 Allowances.....	32
11.03 Unit Price Work.....	33
Article 12 – Change of Contract Price; Change of Contract Times.....	33
12.01 Change of Contract Price.....	33
12.02 Change of Contract Times.....	34
12.03 Delays	34
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work	34
13.01 Notice of Defects	34
13.02 Access to Work.....	34
13.03 Tests and Inspections.....	35
13.04 Uncovering Work	35
13.05 Owner May Stop the Work.....	35
13.06 Correction or Removal of Defective Work.....	36
13.07 Correction Period.....	36
13.08 Acceptance of Defective Work	36
13.09 Owner May Correct Defective Work.....	36
Article 14 – Payments to Contractor and Completion	37
14.01 Schedule of Values	37
14.02 Progress Payments.....	37
14.03 Contractor’s Warranty of Title	39
14.04 Substantial Completion.....	39
14.05 Partial Utilization.....	39
14.06 Final Inspection	40
14.07 Final Payment	40
14.08 Final Completion Delayed.....	40
14.09 Waiver of Claims	41
Article 15 – Suspension of Work and Termination	41
15.01 Owner May Suspend Work	41
15.02 Owner May Terminate for Cause.....	41
15.03 Owner May Terminate For Convenience.....	42
15.04 Contractor May Stop Work or Terminate	42
Article 16 – Dispute Resolution	42
16.01 Methods and Procedures	42
Article 17 – Miscellaneous	43
17.01 Giving Notice.....	43
17.02 Computation of Times	43
17.03 Cumulative Remedies.....	43
17.04 Survival of Obligations.....	43
17.05 Controlling Law.....	43
17.06 Headings	43

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such

as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands

furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials

and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or *terms* of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to *describe* an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the *Contract Times*. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it *provides* a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to *form* and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field *measurements*. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor *discovers* any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving *Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions

in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's *written* interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its *consultants*, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other *project* without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the

party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS;
REFERENCE POINTS**

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such

condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners,

employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the

existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the *scope* of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) *secure* or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area *until* after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do *business* is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance *companies* that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified

in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of *Contractor's* full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect *Contractor*.

E. The insurance *and* insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of *or* result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability *insurance* as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing

by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or *Laws* and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or *renewal* refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the

Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, *agents*, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and *Engineer*, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and *maintained* by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or

of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property *insurance* pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, *methods*, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced *without* written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform *construction* as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or *protection* of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility *for* all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. *All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.*

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection

with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, *technique*, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made *pursuant* to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at *Contractor's* expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by *Contractor* pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner

for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date *indicated* for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The *divisions* and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement *between* Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the

performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are *applicable* at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the *Work*. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be

responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in *Contract Price* or *Contract Times*. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and *Regulations* of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during *construction*. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in *connection* with the Work. Such responsibility does not relieve Subcontractors of their

responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific *requirements* of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and *responsibilities* shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to *Engineer* for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria,

materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work *performed* prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with

respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to

establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed

by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or

entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable

bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in

which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand

for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be *deemed* to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. *Determinations* of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit *price* will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the *Contract Price* in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 – CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES**

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any *Claim* for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be *determined* as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at

whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times *shall* be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a *Claim* is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the

performance or *progress* of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the *fault* of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the *control* of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or *Engineer* has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's

safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be *inspected*, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the *Work*; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without *written* concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E *shall* be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's

intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be *uncovered* for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, *expose*, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of *repair* or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or *fails* to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not *defective*. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no *action* that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not *promptly* comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and

replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of *equipment* is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended *for* an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The *provisions* of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to *all* fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if

Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such *corrective* or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work *attributable* to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress

payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs

14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of *Substantial Completion* which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If,

after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and *usable* part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if

Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The *making* and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The *occurrence* of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a *performance* bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other *right* or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of *anticipated* profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer *fails* to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven *days* after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been *validly* given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period *falls* on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with *the* Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS
OF THE
CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	<u>Page</u>
GENERAL	5
SPECIFIC COMMENTS	5
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	5
SC-1.01.A.19 Engineer	5
SC-1.01.A.29 Owner	5
SC-1.01.A.44 Substantial Completion	5
ARTICLE 2 – PRELIMINARY MATTERS	5
SC-2.01.B Evidence of Insurance	5
SC-2.02 Copies of Documents	5
SC-2.03 Commencement of Contract Times; Notice to Proceed	5
SC-2.06.B Preconstruction Conference; Designation of Authorized Representative	6
SC-2.07 Initial Acceptance of Schedules	6
SC-2.08 Narrative Report Outline	6
ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	6
SC-3.03.A Reporting Discrepancies	6
SC-3.03.B Resolving Discrepancies	6
ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	6
SC-4.01.A Availability of Lands	6
SC-4.01.B Availability of Lands	6
SC-4.02 Subsurface and Physical Conditions	6
SC-4.02.C Site Surveys	6
SC-4.03.C.1 Possible Price and Times Adjustments	7
SC-4.04.B.2 Underground Facilities	7
SC-4.05 Reference Points	7
SC-4.06 Hazardous Environmental Conditions at Site	7
SC-4.06.G Hazardous Environmental Conditions at Site	7
SC-4.07 Site Investigation and Representation	7
ARTICLE 5 – BONDS AND INSURANCE	7
SC-5.03 Certificates of Insurance	7
SC-5.03.B Certificates of Insurance	7
SC-5.03.F Certificates of Insurance	7
SC-5.04 Contractor’s Liability Insurance	8
SC-5.06.A Property Insurance	9

SC-5.06.B	(Boiler, Machinery and Other Property Insurance)	10
SC-5.06.E	(Contractor's Special Insurance)	10
SC-5.07.A	Waiver of Rights	10
SC-5.07.B	Waiver of Rights	10
SC-5.11	Additional Insured	10
ARTICLE 6 – CONTRACTOR'S RESPONSIBILITY		10
SC-6.06	Concerning Subcontractors, Suppliers, and Others	10
SC-6.07.B	Patent Fees and Royalties	10
SC-6.12	Record Documents	10
SC-6.17	Shop Drawings and Samples	10
SC-6.19	Contractor's General Warranty and Guarantee	10
SC-6.20	Indemnification	10
ARTICLE 7 – OTHER WORK AT SITE		11
SC-7.04	Claims Between Contractors	11
ARTICLE 8 – OWNER'S RESPONSIBILITIES		11
SC-8.02	Replacement of Engineer	11
SC-8.11	Evidence of Financial Arrangements	11
ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION		11
SC-9.03	Project Representative	11
SC-9.07.A	Determination for Unit Price Work	12
SC-9.08.B	Decisions on Requirements of Contract Documents and Acceptability of Work	12
SC-9.08.C	Decisions on Requirements of Contract Documents and Acceptability of Work	12
ARTICLE 10 – CHANGES IN THE WORK; CLAIMS		12
SC-10.05.A	Claims; Engineer's Decision Required	12
SC-10.05.C	Claims; Engineer's Action	12
SC-10.05.E	Claims	12
ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK		12
SC-11.03.B	Unit Price Work	12
SC-11.03.D	(Claim for Adjustment in the Contract Price)	12
ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT ITEMS		12
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK		12
SC-13.03.A	(Timely Notice)	12
ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION		13
SC-14.02.A.1	Applications for Payments	13
SC-14.02.A.3	Applications for Payments	13
SC-14.02.C	Payment Becomes Due	13
SC-14.07.C.1	Payment Becomes Due	13

SC-14.09.A.1	Waiver of Claims	13
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION		13
SC-15.02.C	Owner May Terminate for Cause	14
SC-15.02.D	Owner May Terminate for Cause	14
SC-15.02.F	Owner May Terminate for Cause	14
ARTICLE 16 – DISPUTE RESOLUTION		14
ARTICLE 17 – MISCELLANEOUS		14
SC-17.05	Controlling Law	14

SUPPLEMENTARY CONDITIONS

Prepared for the City of Gautier

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the same meanings stated below, which are applicable to both the singular and plural thereof.

The Contractor's attention is directed to Division 1, GENERAL REQUIREMENTS, which contains other directions pertinent to the project.

SPECIFIC COMMENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.19. *Engineer* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.19:

Wherever in these Contract Documents the word "Engineer" or "E/A" or "A/E" appears, it shall be understood to mean the Engineer, Seymour Engineering, PLLC, and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

SC-1.01.A.29. *Owner* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.29:

Whenever in these Contract Documents the word "Owner" appears, it shall be understood to mean the City of Gautier acting by and through their official minutes, and their authorized representatives.

SC-1.01.A.44. *Substantial Completion* – AMEND the language in the first sentence of Paragraph 1.01.A.44 to read as follows:

CHANGE the language from “in the opinion of Engineer,” to “in the opinion of the Engineer and Owner,”

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01.B *Evidence of Insurance* DELETE Paragraphs and 2.01.B in its entirety and INSERT the following in its place:

B. Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) .which Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.02 *Copies of Documents* AMEND the language in the first sentence in Paragraph 2.02.A to read as follows:

CHANGE the language from “up to ten” to “up to three unless otherwise noted in Article 4”.

SC-2.03 *Commencement of Contract Times; Notice to Proceed* DELETE the last sentence in its entirety.

SC-2.06.B *Preconstruction Conference; Designation of Authorized Representative* AMEND the language in the second sentence in Paragraph 2.06.B to read as follows:

“Contractor’s representative shall have the authority to transmit instructions, receive information, render decisions

relative to the Contract, and otherwise act on behalf of Contractor. Owner's representative is authorized to act as a liaison with respect to the Project."

SC-2.07 Initial Acceptance of Schedules ADD the following new language at the end of Paragraph 2.07.A.2:

The requirements for specification Section 01300 - Submittals During Construction shall also be met prior to accepting the Schedule of Submittals.

SC-2.08 Narrative Report Outline ADD the following new paragraph immediately following Paragraph 2.07:

SC-2.08 A narrative report as outlined in Specification section 01311 shall be required and shall accompany all Payment Applications prior to approval.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03.A Reporting Discrepancies Add this sentence to the end of Paragraph 3.03A.1:

1. Even though Contractor is required to notify Engineer as to possible quantity differences, there shall be no price adjustment given to the Contractor as a result of any variation between the estimated quantities and the actual quantities necessary to complete the required work.

SC-3.03.B Resolving Discrepancies ADD the following new language at the end of this section:

- c. Whenever the Contract Documents contain contradictions or discrepancies within the document, the most costly means or method shall be applied.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01.A Availability of Lands DELETE the last sentence.

SC-4.01.B Availability of Lands DELETE this paragraph in its entirety.

SC-4.02 Subsurface and Physical Conditions DELETE Paragraph 4.02.A and Paragraph 4.02.B in their entirety and REPLACE 4.02A.1 and 4.02B.1 with the following:

- A.1. Subsurface data known to Owner at the time of considering said project may have changed as a result of weather conditions, regular marine traffic, incidental work within the area, expansion of marsh grasses and submerged aquatic vegetations, etc. Any such change or a combination of change could present different conditions thus have an impact on the quantity of dredge material necessary to complete the required work and comply with all permit requirements.
- B.1. Technical data is advisory only and Contractor is solely responsible for the accuracy of any data used for their field assessment and evaluation of site conditions of required work to be completed.

SC-4.02.C Site Surveys ADD the following new paragraph immediately after Paragraph 4.02.B:

- C. *Site Surveys:* Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 4.03.

SC-4.03.C.1 Possible Price and Times Adjustments DELETE Paragraph 4.03C Possible Price and Times Adjustments in its entirety and REPLACE with the following:

4.03C. Contractor may only be entitled to an adjustment in price or time due to abnormal weather conditions or other conditions when such claim is validated by Engineer. However, Contractor will not be entitled to increase in

price due to any variations in estimated to completed dredge quantities.

SC-4.04.B.2 *Underground Facilities; Not Shown or Indicated* AMEND the language in the second sentence of paragraph 4.04.B.2 to read as follows:

CHANGE the language from “An equitable adjustment shall be made in the Contract Price...” to “An equitable adjustment may be made in the Contract Price...”.

SC-4.05 *Reference Points* AMEND the language in the second sentence of Paragraph 4.05.A to read as follows:

CHANGE the language from “without prior written approval of Owner” to “without prior written approval of Owner and Engineer”.

SC-4.06 *Hazardous Environmental Conditions at Site* DELETE Paragraphs 4.06.A and 4.06.B in their entirety and INSERT the following in their place:

- A. No reports or drawings of hazardous conditions at the site are known to the Owner or Engineer.
- B. Not used.

SC-4.06.G *Hazardous Environmental Conditions at Site* DELETE Paragraphs 4.06.G in its entirety.

SC-4.07 *Site Investigation and Representation* ADD the following new paragraph immediately after Paragraph 4.06:

SC-4.07 *Site Investigation and Representation*

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any affect the Work or the cost thereof under this Contract. The Contractor further acknowledges subject to conditions in Section 4.02 that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.03.B *Certificates of Insurance* DELETE Paragraph 5.03.B in its entirety.

SC-5.03 *Certificates of Insurance* ADD the following new paragraph immediately after Paragraph 5.03.E:

- F. The Contractor shall be required to submit a Certificate of Insurance with every pay application; or, no later than every thirty (30) days for the term of Contract. If an approved Certificate of Insurance is not included with the pay application, then it will be considered non-compliant with the Contract Documents and returned to the Contractor.

SC-5.04 *Contractor's Liability Insurance* ADD the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Worker's Compensation, and related coverage under Paragraph 5.04.A.1 and A.2 of the General

Conditions:

- a. Statutory
- b. Applicable Federal: Statutory (e.g. Longshoreman's)
- c. Employer's Liability: \$100,000 or Statutory

2. Contractor's General Liability under Paragraph 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate: \$ 1,000,000.00
- b. Products- Completed \$ 1,000,000.00
Operations Aggregate
- c. Personal and Advertising \$ 1,000,000.00
Injury
- d. Each Occurrence (Bodily \$ 1,000,000.00
Injury and Property Damage)
- e. Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 1,000,000.00
 - 2) Each Occurrence \$ 1,000,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
 - Each Person \$ 1,000,000.00
 - Each Accident \$ 1,000,000.00
- b. Property Damage:
 - Each Accident \$ 1,000,000.00
- c. Combined Single:
 - Limit of \$ 1,000,000.00

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following:

- a. Bodily Injury:
 - Each Person \$ 1,000,000.00

b. Property Damage:

Each Accident \$ 1,000,000.00

Annual Aggregate \$ 1,000,000.00

5. The list of names, other persons, or entities to be included on the policy as additional insured are as per Paragraph 5.11.

SC-5.06.A Property Insurance DELETE Paragraph 5.06.A in its entirety and INSERT the following in its place:

- A. When available, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

- a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
- b. in addition to the individuals and entities specified, include additional insured per Paragraph 5.11.
- c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
- d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- f. allow for partial utilization of the Work by Owner;
- g. include testing and start up; and
- h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B DELETE this article in its entirety.

SC-5.06.E DELETE this Paragraph in its entirety.

SC-5.07.A *Waiver of Rights* DELETE the third and fourth sentences in their entirety.

SC-5.07.B DELETE this Paragraph in its entirety.

SC-5.11 *Additional Insured* ADD the following new paragraph immediately after Paragraph 5.10.

SC- 5.11 *Additional Insured*

- A. Where applicable, all insurance policies shall name the Owner and Engineer as herein before defined as additional insured.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITY

SC-6.06 *Concerning Subcontractor’s, Suppliers, and Others* ADD a new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.07.B *Patent Fees and Royalties* DELETE this paragraph in its entirety.

SC-6.12 *Record Documents* ADD a new paragraph immediately after Paragraph 6.12.A:

- B. Owner may withhold progress payments until record documents are properly updated. Final payment may not be made until all record documents are accepted in writing by Owner.

SC-6.17 *Shop Drawings and Samples* ADD the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for such time unless the need for such substitution is beyond the control of Contractor.

SC-6.19 *Contractor’s General Warranty* ~~*Warranty*~~ *and Guarantee* ADD the following new paragraph immediately after Paragraph 6.19.C:

- D. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one-year following Substantial Completion.

SC-6.20 *Indemnification* DELETE this article in its entirety and INSERT the following in its place:

- A. Contractor shall defend, indemnify and hold harmless Owner and Engineer, their agents, servants, employees, officers, directors, members, partners, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, (including but not limited to all fees and charges of engineers, architects, and attorneys and all court or other dispute resolution costs), with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Contractor under this Contract.

ARTICLE 7 – OTHER WORK AT SITE

SC-7.04 *Claims Between Contractors* ADD a new paragraph immediately after Paragraph 7.03:

SC-7.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.02 *Replacement of Engineer* AMEND the language of Paragraph 8.02.A to read as follows: INSERT "resignation or" immediately before "termination". DELETE "to whom Contractor makes no reasonable objection,".

SC-8.11 *Evidence of Financial Arrangements* Add the following new paragraph immediately after Paragraph 8.11.A:

- B. On request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfil the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 *Project Representative* AMEND the language in the second sentence of Paragraph 9.03.A to read as follows:

DELETE the language "the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in".

SC-9.07A *Determination for Unit Price Work* AMEND the language in the first sentence of Paragraph 9.07 to read as follows:

“Engineer will determine the actual quantities and classifications of completed Unit Price Work performed by Contractor.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the first sentence of Paragraph 9.08.B to read as follows:

“Engineer will, with reasonable promptness, render a written recommendation or decision on the issue referred.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the last sentence of Paragraph 9.08.B to read as follows:

“The date of the Engineer’s recommendation / decision shall be the date it is rendered in writing and provided to both parties.”

SC-9.08.C *Decisions on Requirements of Contract Documents and Acceptability of Work* DELETE Paragraph 9.08.C in its entirety and INSERT the following in its place:

“Engineers written recommendation or decision on the issue referred is subject to the provision of Paragraph 10.05.”

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

C-10.05.A *Engineer’s Decision Required* DELETE the last sentence of Paragraph 10.05.A.

SC-10.05.C Item 1, REPLACE “deny” with “recommend denial of”. Item 2, REPLACE “approve” with “recommend approval of”.

SC-10.05.E DELETE Paragraph 10.05.E in its entirety and INSERT the following in its place:

“Owner or Contractor may invoke dispute resolution in Article 16 within 30 days of the engineer’s recommendation of denial or approval.”

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03.B Amend the language in the second sentence of Paragraph 11.03.B as follows:

“*Determinations* of actual quantities and classifications of completed Unit Price Work performed by the Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.”

SC-11.03.D DELETE Paragraph 11.03.D in its entirety and INSERT the following in its place:

- D. There shall be no increase in price due to a variation in actual dredge quantities from the estimated quantities and any variation shall be the sole responsibility of Contractor in formulation of his bid and shall include any possible variations from estimate.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT ITEMS

No Comment.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03.A ADD the following new sentence immediately after the first sentence of Paragraph 13.03.A:

Timely notice shall be as stated in the appropriate specification and no less than 24 hours prior to scheduling the Work.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.1 *Application for Payments* AMEND the language in the first sentence of Paragraph 14.02.A.1 to read as follows:

CHANGE the language from “At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. “ to “On or before the 20th day of each month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed by the 15th of that month, accompanied by such supporting documentation as is required by the Contract Documents.”

SC-14.02.A.3 *Application for Payments* DELETE Paragraph 14.02.A.3 in its entirety and INSERT the following in its place:

3. The Owner will retain 10% of the amount of each estimate until final completion of the project. On monthly estimates subsequent to the first estimate submitted that includes invoices for stored materials for which payment to the Contractor has been made, there shall be a signed statement that the invoices have been paid by the Contractor.

The statement shall read as follows:

This is to certify that payment has been made for invoiced materials included in previous monthly estimate no. _____ thru _____.

Signed: _____

In the event that such statement is not furnished or the manufacturers or material suppliers notify the Owner in writing that they have not been paid for materials included on previous estimates, the Owner may reduce payment in accordance with Paragraph 14.02.

SC-14.02.C *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.02.C.1 to read as follows:

CHANGE the language from “Ten days after presentation of the Application for Payment to Owner,” to “Ten days after approval of the Application for Payment by Owner”.

SC-14.07.C.1 *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.07.C.1 to read as follows:

CHANGE the language from “Thirty days” to “Sixty days”

SC-14.09.A.1 *Waiver of Claims* DELETE this article in its entirety.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

No comment.

SC-15.02.C *Owner May Terminate for Cause* DELETE the second sentence of Paragraph 15.02.C.

SC-15.02.D DELETE in its entirety.

SC-15.02.F DELETE in its entirety and REPLACE with: “The termination provisions of the Standard General Conditions of the Construction Contract and the Supplementary Conditions of the Construction Contract shall supercede the termination procedures of any performance bond provided under the provisions of paragraph 5.01A.”

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 in its entirety and insert the following in its place:

SC-16.01 Meet to Confer and Negotiate

- A. Within 30 days of notice of Engineers recommended action under 10.05C3 or 10.05D, Owner or Contractor may give to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.
- D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 10.05C or a denial pursuant to Paragraphs 10.05C3 or 10.05D may be submitted to a court of competent jurisdiction to be determined or the parties may agree to submit the claim to another dispute resolution process
- E. Nothing in this article shall be deemed to prohibit or interfere with the rights of the parties to file a court action where necessary to preserve their rights to proceed with litigation.

ARTICLE 17 – MISCELLANEOUS

SC-17.05 *Controlling Law* DELETE Paragraph 17.05.A in its entirety and INSERT the following in its place:

- A. The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of Mississippi. Wherever applicable, each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.
- B. This Contract shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by one of the parties.

The City of Gautier
Town Commons Park, Phase 1 Sitework

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 22, 2021 at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor Address City, State				Engineer's Estimate		Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC		Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC		J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC		J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC		Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC		SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC	
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
BASE BID																					
1	MOBILIZATION	1	LS	\$ 94,000.00	\$ 94,000.00	\$ 199,500.00	\$ 199,500.00	\$ 75,150.00	\$ 75,150.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 18,000.00	\$ 18,000.00	\$ 52,000.00	\$ 52,000.00	\$ 64,200.00	\$ 64,200.00	\$ 190,519.00	\$ 190,519.00
2	CONSTRUCTION LAYOUT	1	LS	\$ 16,500.00	\$ 16,500.00	\$ 14,750.00	\$ 14,750.00	\$ 38,000.00	\$ 38,000.00	\$ 60,000.00	\$ 60,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 51,000.00	\$ 51,000.00
3	STONE CONSTRUCTION ENTRANCE	1	EA	\$ 4,200.00	\$ 4,200.00	\$ 4,380.00	\$ 4,380.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,600.00	\$ 6,600.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4	CLEARING & GRUBBING	12.125	AC	\$ 8,750.00	\$ 106,093.75	\$ 15,000.00	\$ 181,875.00	\$ 9,500.00	\$ 115,187.50	\$ 5,000.00	\$ 60,625.00	\$ 5,000.00	\$ 60,625.00	\$ 5,400.00	\$ 65,475.00	\$ 8,000.00	\$ 97,000.00	\$ 10,000.00	\$ 121,250.00	\$ 6,100.00	\$ 73,962.50
5	TREE PROTECTION	50	EA	\$ 150.00	\$ 7,500.00	\$ 943.64	\$ 47,182.00	\$ 750.00	\$ 37,500.00	\$ 125.00	\$ 6,250.00	\$ 300.00	\$ 15,000.00	\$ 300.00	\$ 15,000.00	\$ 227.00	\$ 11,350.00	\$ 133.00	\$ 6,650.00	\$ 200.00	\$ 10,000.00
6	STRIPPING EXCAVATION	8,450	CY (PM)	\$ 4.75	\$ 40,137.50	\$ 10.50	\$ 88,725.00	\$ 7.25	\$ 61,262.50	\$ 4.75	\$ 40,137.50	\$ 7.05	\$ 59,572.50	\$ 6.00	\$ 50,700.00	\$ 7.00	\$ 59,150.00	\$ 4.50	\$ 38,025.00	\$ 5.00	\$ 42,250.00
7	REMOVE EXISTING DRAINAGE PIPE (AND PROVIDE TO THE OWNER)	75	LF	\$ 6.50	\$ 487.50	\$ 10.00	\$ 750.00	\$ 12.00	\$ 900.00	\$ 7.00	\$ 525.00	\$ 25.00	\$ 1,875.00	\$ 18.00	\$ 1,350.00	\$ 15.50	\$ 1,162.50	\$ 30.00	\$ 2,250.00	\$ 8.00	\$ 600.00
8	RESHAPE AND GRADE EXISTING DITCH	360	LF	\$ 25.00	\$ 9,000.00	\$ 8.00	\$ 2,880.00	\$ 7.80	\$ 2,808.00	\$ 5.00	\$ 1,800.00	\$ 20.00	\$ 7,200.00	\$ 18.00	\$ 6,480.00	\$ 15.50	\$ 5,580.00	\$ 18.00	\$ 6,480.00	\$ 10.00	\$ 3,600.00
9	UNCLASSIFIED EXCAVATION	10450	CY (PM)	\$ 6.50	\$ 67,925.00	\$ 10.00	\$ 104,500.00	\$ 8.25	\$ 86,212.50	\$ 5.00	\$ 52,250.00	\$ 7.05	\$ 73,672.50	\$ 6.60	\$ 68,970.00	\$ 7.00	\$ 73,150.00	\$ 4.50	\$ 47,025.00	\$ 7.50	\$ 78,375.00
10	BORROW MATERIAL, TYPE A & B	7150	CY (LVM)	\$ 11.00	\$ 78,650.00	\$ 16.50	\$ 117,975.00	\$ 15.75	\$ 112,612.50	\$ 12.00	\$ 85,800.00	\$ 10.00	\$ 71,500.00	\$ 12.00	\$ 85,800.00	\$ 13.00	\$ 92,950.00	\$ 8.33	\$ 59,559.50	\$ 10.50	\$ 75,075.00
11	BORROW MATERIAL, TYPE C	2450	CY (LVM)	\$ 11.50	\$ 28,175.00	\$ 20.00	\$ 49,000.00	\$ 17.75	\$ 43,487.50	\$ 12.00	\$ 29,400.00	\$ 10.00	\$ 24,500.00	\$ 12.60	\$ 30,870.00	\$ 13.00	\$ 31,850.00	\$ 8.33	\$ 20,408.50	\$ 10.50	\$ 25,725.00
12	EXCESS EXCAVATION OF UNSUITABLE MATERIALS	3175	CY (FM)	\$ 5.50	\$ 17,462.50	\$ 10.00	\$ 31,750.00	\$ 9.50	\$ 30,162.50	\$ 11.00	\$ 34,925.00	\$ 7.50	\$ 23,812.50	\$ 6.00	\$ 19,050.00	\$ 7.00	\$ 22,225.00	\$ 4.50	\$ 14,287.50	\$ 4.00	\$ 12,700.00
13	SELECT BEDDING	2100	CY (PM)	\$ 16.00	\$ 33,600.00	\$ 17.39	\$ 36,519.00	\$ 19.50	\$ 40,950.00	\$ 15.00	\$ 31,500.00	\$ 13.40	\$ 28,140.00	\$ 16.80	\$ 35,280.00	\$ 87.00	\$ 182,700.00	\$ 11.00	\$ 23,100.00	\$ 18.00	\$ 37,800.00
14	1" HDPE WATER SERVICE	540	LF	\$ 9.00	\$ 4,860.00	\$ 10.00	\$ 5,400.00	\$ 8.90	\$ 4,806.00	\$ 6.00	\$ 3,240.00	\$ 10.76	\$ 5,810.40	\$ 6.46	\$ 3,488.40	\$ 18.00	\$ 9,720.00	\$ 2.75	\$ 1,485.00	\$ 7.50	\$ 4,050.00
15	2" HDPE WATER SERVICE	155	LF	\$ 10.00	\$ 1,550.00	\$ 11.22	\$ 1,739.10	\$ 13.13	\$ 2,035.15	\$ 8.00	\$ 1,240.00	\$ 12.38	\$ 1,918.90	\$ 11.12	\$ 1,723.60	\$ 20.00	\$ 3,100.00	\$ 6.20	\$ 961.00	\$ 14.00	\$ 2,170.00
16	6" C-900 PVC WATER MAIN	494	LF	\$ 16.00	\$ 7,904.00	\$ 16.35	\$ 8,076.90	\$ 19.12	\$ 9,445.28	\$ 13.00	\$ 6,422.00	\$ 16.80	\$ 8,299.20	\$ 16.56	\$ 8,180.64	\$ 22.00	\$ 10,868.00	\$ 13.50	\$ 6,669.00	\$ 17.40	\$ 8,595.60
17	8" C-900 PVC WATER MAIN	965	LF	\$ 17.00	\$ 16,405.00	\$ 21.69	\$ 20,930.85	\$ 25.37	\$ 24,482.05	\$ 19.00	\$ 18,335.00	\$ 21.46	\$ 20,708.90	\$ 21.40	\$ 20,651.00	\$ 27.00	\$ 26,055.00	\$ 15.00	\$ 14,475.00	\$ 24.60	\$ 23,739.00
18	1" WATER SERVICE STUP UP WITH CURB STOP	3	EA	\$ 200.00	\$ 600.00	\$ 167.63	\$ 502.89	\$ 196.00	\$ 588.00	\$ 200.00	\$ 600.00	\$ 450.00	\$ 1,350.00	\$ 466.80	\$ 1,400.40	\$ 437.00	\$ 1,311.00	\$ 624.00	\$ 1,872.00	\$ 176.20	\$ 528.60
19	6" C-900 PVC WATER MAIN STUB UP FOR FUTURE CONNECTION	1	EA	\$ 800.00	\$ 800.00	\$ 1,382.01	\$ 1,382.01	\$ 1,617.00	\$ 1,617.00	\$ 2,200.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,923.00	\$ 1,923.00	\$ 1,795.00	\$ 1,795.00	\$ 50.00	\$ 50.00
20	1"x8" TAPPING SADDLE	1	EA	\$ 500.00	\$ 500.00	\$ 335.11	\$ 335.11	\$ 392.00	\$ 392.00	\$ 700.00	\$ 700.00	\$ 250.00	\$ 250.00	\$ 552.00	\$ 552.00	\$ 327.00	\$ 327.00	\$ 286.00	\$ 286.00	\$ 174.90	\$ 174.90
21	2"x6" TAPPING SADDLE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,171.75	\$ 1,171.75	\$ 1,370.00	\$ 1,370.00	\$ 1,400.00	\$ 1,400.00	\$ 1,280.00	\$ 1,280.00	\$ 762.00	\$ 762.00	\$ 877.00	\$ 877.00	\$ 500.00	\$ 500.00	\$ 454.60	\$ 454.60
22	6"x8" DIP REDUCER	1	EA	\$ 500.00	\$ 500.00	\$ 423.85	\$ 423.85	\$ 497.00	\$ 497.00	\$ 800.00	\$ 800.00	\$ 490.00	\$ 490.00	\$ 720.00	\$ 720.00	\$ 566.00	\$ 566.00	\$ 382.00	\$ 382.00	\$ 50.00	\$ 50.00
23	8"x12" HOT TAPPING SLEEVE & VALVE ASSEMBLY	1	EA	\$ 5,600.00	\$ 5,600.00	\$ 4,450.32	\$ 4,450.32	\$ 5,206.00	\$ 5,206.00	\$ 6,500.00	\$ 6,500.00	\$ 3,933.00	\$ 3,933.00	\$ 3,918.00	\$ 3,918.00	\$ 6,134.00	\$ 6,134.00	\$ 3,050.00	\$ 3,050.00	\$ 3,321.20	\$ 3,321.20
24	2" BLOWOFF & VAULT (WATER)	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,100.44	\$ 1,100.44	\$ 1,287.00	\$ 1,287.00	\$ 1,800.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,244.40	\$ 1,244.40	\$ 1,279.00	\$ 1,279.00	\$ 951.00	\$ 951.00	\$ 859.20	\$ 859.20
25	6" GATE VALVE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 933.96	\$ 933.96	\$ 1,093.00	\$ 1,093.00	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 1,368.00	\$ 1,368.00	\$ 1,062.00	\$ 1,062.00	\$ 917.00	\$ 917.00	\$ 1,022.60	\$ 1,022.60
26	6"x6" TEE	1	EA	\$ 850.00	\$ 850.00	\$ 388.88	\$ 388.88	\$ 455.00	\$ 455.00	\$ 600.00	\$ 600.00	\$ 536.00	\$ 536.00	\$ 780.00	\$ 780.00	\$ 653.00	\$ 653.00	\$ 475.00			

The City of Gautier
Town Commons Park, Phase 1 Sitework

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 22, 2021 at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

Contractor Address City, State				Engineer's Estimate		Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC		Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC		J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC		J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC		J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC		Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC		Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC		SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC	
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
55	18" DIAMETER PVC DRAINAGE BASIN	7	EA	\$ 2,000.00	\$ 14,000.00	\$ 1,741.62	\$ 12,191.34	\$ 2,036.00	\$ 14,252.00	\$ 1,750.00	\$ 12,250.00	\$ 1,830.00	\$ 12,810.00	\$ 2,466.00	\$ 17,262.00	\$ 1,975.00	\$ 13,825.00	\$ 1,915.00	\$ 13,405.00	\$ 1,683.60	\$ 11,785.20
56	24" DIAMETER PVC DRAINAGE BASIN	3	EA	\$ 2,100.00	\$ 6,300.00	\$ 2,186.62	\$ 6,559.86	\$ 2,557.00	\$ 7,671.00	\$ 2,100.00	\$ 6,300.00	\$ 2,150.00	\$ 6,450.00	\$ 2,766.00	\$ 8,298.00	\$ 2,262.00	\$ 6,786.00	\$ 2,220.00	\$ 6,660.00	\$ 2,083.60	\$ 6,250.80
57	30" DIAMETER PVC DRAINAGE BASIN	6	EA	\$ 2,200.00	\$ 13,200.00	\$ 3,577.64	\$ 21,465.84	\$ 4,185.00	\$ 25,110.00	\$ 3,000.00	\$ 18,000.00	\$ 3,300.00	\$ 19,800.00	\$ 4,062.00	\$ 24,372.00	\$ 2,484.00	\$ 14,904.00	\$ 3,400.00	\$ 20,400.00	\$ 3,495.20	\$ 20,971.20
58	15" DIAMETER POLYPROPYLENE FES	9	EA	\$ 250.00	\$ 2,250.00	\$ 366.75	\$ 3,300.75	\$ 429.00	\$ 3,861.00	\$ 350.00	\$ 3,150.00	\$ 350.00	\$ 3,150.00	\$ 522.00	\$ 4,698.00	\$ 511.00	\$ 4,599.00	\$ 550.00	\$ 4,950.00	\$ 294.30	\$ 2,648.70
59	18" DIAMETER POLYPROPYLENE FES	2	EA	\$ 360.00	\$ 720.00	\$ 441.55	\$ 883.10	\$ 516.00	\$ 1,032.00	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	\$ 720.00	\$ 1,440.00	\$ 584.00	\$ 1,168.00	\$ 625.00	\$ 1,250.00	\$ 395.40	\$ 790.80
60	24" DIAMETER POLYPROPYLENE FES	3	EA	\$ 500.00	\$ 1,500.00	\$ 573.16	\$ 1,719.48	\$ 670.00	\$ 2,010.00	\$ 625.00	\$ 1,875.00	\$ 550.00	\$ 1,650.00	\$ 804.00	\$ 2,412.00	\$ 663.00	\$ 1,989.00	\$ 710.00	\$ 2,130.00	\$ 506.00	\$ 1,518.00
61	30" DIAMETER POLYPROPYLENE FES	3	EA	\$ 550.00	\$ 1,650.00	\$ 1,102.29	\$ 3,306.87	\$ 1,289.00	\$ 3,867.00	\$ 1,300.00	\$ 3,900.00	\$ 1,250.00	\$ 3,750.00	\$ 1,470.00	\$ 4,410.00	\$ 1,347.00	\$ 4,041.00	\$ 1,375.00	\$ 4,125.00	\$ 1,397.90	\$ 4,193.70
62	15" DIAMETER POLYPROPYLENE STUB UP FOR FUTURE CONNECTION	1	EA	\$ 350.00	\$ 350.00	\$ 291.75	\$ 291.75	\$ 341.00	\$ 341.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 1,200.00	\$ 1,200.00	\$ 511.00	\$ 511.00	\$ 875.00	\$ 875.00	\$ 225.00	\$ 225.00
63	NOT USED			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
64	NOT USED			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
65	SWALE	1485	LF	\$ 3.00	\$ 4,455.00	\$ 8.00	\$ 11,880.00	\$ 7.00	\$ 10,395.00	\$ 10.00	\$ 14,850.00	\$ 6.50	\$ 9,652.50	\$ 9.60	\$ 14,256.00	\$ 4.00	\$ 5,940.00	\$ 17.88	\$ 26,551.80	\$ 7.00	\$ 10,395.00
66	100# RIPRAP	27	TON	\$ 85.00	\$ 2,295.00	\$ 63.46	\$ 1,713.42	\$ 75.00	\$ 2,025.00	\$ 75.00	\$ 2,025.00	\$ 85.00	\$ 2,295.00	\$ 80.40	\$ 2,170.80	\$ 118.00	\$ 3,186.00	\$ 100.00	\$ 2,700.00	\$ 76.80	\$ 2,073.60
67	200# RIPRAP	600	TON	\$ 90.00	\$ 54,000.00	\$ 63.46	\$ 38,076.00	\$ 75.00	\$ 45,000.00	\$ 72.00	\$ 43,200.00	\$ 100.00	\$ 60,000.00	\$ 80.40	\$ 48,240.00	\$ 118.00	\$ 70,800.00	\$ 79.59	\$ 47,754.00	\$ 76.80	\$ 46,080.00
68	GEOTEXTILE FABRIC (ROADWAY) (MDOT SEC 704 TYPE IV)	5525	SY	\$ 2.25	\$ 12,431.25	\$ 1.77	\$ 9,779.25	\$ 3.50	\$ 19,337.50	\$ 3.50	\$ 19,337.50	\$ 2.25	\$ 12,431.25	\$ 3.60	\$ 19,890.00	\$ 2.50	\$ 13,812.50	\$ 2.50	\$ 13,812.50	\$ 2.40	\$ 13,260.00
69	LIMESTONE BASE COURSE (6" THICK UNDER PAVED PARKING AREAS & LIMESTONE PARKING AREAS)	18030	SY	\$ 17.75	\$ 320,032.50	\$ 11.33	\$ 204,279.90	\$ 15.50	\$ 279,465.00	\$ 17.75	\$ 320,032.50	\$ 15.50	\$ 279,465.00	\$ 14.18	\$ 255,665.40	\$ 18.00	\$ 324,540.00	\$ 15.59	\$ 281,087.70	\$ 16.00	\$ 288,480.00
70	LIMESTONE BASE COURSE (8" THICK UNDER ROAD)	5525	SY	\$ 23.50	\$ 129,837.50	\$ 14.14	\$ 78,123.50	\$ 19.95	\$ 110,223.75	\$ 24.75	\$ 136,743.75	\$ 20.50	\$ 113,262.50	\$ 19.44	\$ 107,406.00	\$ 23.00	\$ 127,075.00	\$ 20.67	\$ 114,201.75	\$ 21.50	\$ 118,787.50
71	HOT BITUMINOUS PAVEMENT (MT 9.5 mm) (1" THICK IN PARKING & ROADWAY AREAS)	10945	SY	\$ 6.75	\$ 73,878.75	\$ 6.82	\$ 74,644.90	\$ 5.95	\$ 65,122.75	\$ 6.00	\$ 65,670.00	\$ 5.80	\$ 63,481.00	\$ 5.69	\$ 62,277.05	\$ 6.00	\$ 65,670.00	\$ 6.42	\$ 70,266.90	\$ 6.10	\$ 66,764.50
72	HOT BITUMINOUS PAVEMENT (MT 19 mm) (2" THICK IN PARKING AREAS)	10945	SY	\$ 13.45	\$ 147,210.25	\$ 12.33	\$ 134,951.85	\$ 11.75	\$ 128,603.75	\$ 11.50	\$ 125,867.50	\$ 11.60	\$ 126,962.00	\$ 11.21	\$ 122,693.45	\$ 12.00	\$ 131,340.00	\$ 11.73	\$ 128,384.85	\$ 11.00	\$ 120,395.00
73	5" THICK SIDEWALK	2290	SY	\$ 52.50	\$ 120,225.00	\$ 64.90	\$ 148,621.00	\$ 75.00	\$ 171,750.00	\$ 65.00	\$ 148,850.00	\$ 48.00	\$ 109,920.00	\$ 44.40	\$ 101,676.00	\$ 69.00	\$ 158,010.00	\$ 68.39	\$ 156,613.10	\$ 63.00	\$ 144,270.00
74	ADA RAMP WITH TRUNCATED DOMES	5	EA	\$ 550.00	\$ 2,750.00	\$ 944.00	\$ 4,720.00	\$ 85.00	\$ 425.00	\$ 400.00	\$ 2,000.00	\$ 1,100.00	\$ 5,500.00	\$ 600.00	\$ 3,000.00	\$ 403.00	\$ 2,015.00	\$ 398.96	\$ 1,994.80	\$ 367.50	\$ 1,837.50
75	ADA PAINTED LEGEND AND PARKING STRIPE	15	EA	\$ 750.00	\$ 11,250.00	\$ 206.50	\$ 3,097.50	\$ 1.05	\$ 15.75	\$ 100.00	\$ 1,500.00	\$ 150.00	\$ 2,250.00	\$ 120.00	\$ 1,800.00	\$ 115.00	\$ 1,725.00	\$ 199.48	\$ 2,992.20	\$ 183.80	\$ 2,757.00
76	72" WHITE CROSSWALK	30	LF	\$ 24.00	\$ 720.00	\$ 23.60	\$ 708.00	\$ 1.50	\$ 45.00	\$ 8.00	\$ 240.00	\$ 9.50	\$ 285.00	\$ 12.00	\$ 360.00	\$ 23.00	\$ 690.00	\$ 22.80	\$ 684.00	\$ 21.00	\$ 630.00
77	24" WHITE STOP BAR	60	LF	\$ 13.00	\$ 780.00	\$ 4.72	\$ 283.20	\$ 1.50	\$ 90.00	\$ 7.00	\$ 420.00	\$ 3.50	\$ 210.00	\$ 12.00	\$ 720.00	\$ 23.00	\$ 1,380.00	\$ 4.56	\$ 273.60	\$ 4.20	\$ 252.00
78	4" CONTINUOUS WHITE PAINTED PARKING STRIPE	3570	LF	\$ 4.00	\$ 14,280.00	\$ 1.18	\$ 4,212.60	\$ 1.05	\$ 3,748.50	\$ 1.00	\$ 3,570.00	\$ 1.00	\$ 3,570.00	\$ 1.50	\$ 5,355.00	\$ 2.50	\$ 8,925.00	\$ 1.14	\$ 4,069.80	\$ 1.10	\$ 3,927.00
79	ADA SIGNAGE	13	EA	\$ 350.00	\$ 4,550.00	\$ 833.00	\$ 10,829.00	\$ 500.00	\$ 6,500.00	\$ 775.00	\$ 10,075.00	\$ 350.00	\$ 4,550.00	\$ 720.00	\$ 9,360.00	\$ 345.00	\$ 4,485.00	\$ 683.94	\$ 8,891.22	\$ 630.00	\$ 8,190.00
80	CROSSWALK WARNING SIGN	2	EA	\$ 350.00	\$ 700.00	\$ 361.00	\$ 722.00	\$ 500.00	\$ 1,000.00	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00	\$ 180.00	\$ 360.00	\$ 345.00	\$ 690.00	\$ 227.98	\$ 455.96	\$ 210.00	\$ 420.00
81	STOP SIGN	3	EA	\$ 350.00	\$ 1,050.00	\$ 361.00	\$ 1,083.00	\$ 500.00	\$ 1,500.00	\$ 275.00	\$ 825.00	\$ 400.00	\$ 1,200.00	\$ 180.00	\$						

The City of Gautier
Town Commons Park, Phase 1 Sitework

CONTRACTOR'S BID TABULATION

Bid Opening: Friday, January 22, 2021 at 2:00 P.M. Central Time
Location: Gautier City Hall, 3330 Highway 90, Gautier, MS 39553

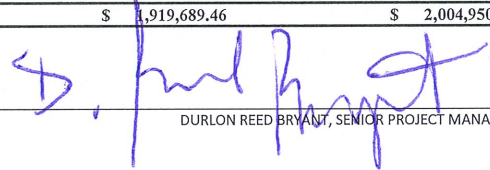
Contractor Address City, State	Engineer's Estimate	Bottom 2 Top Construction, LLC 23272 Highway 49 Frontage Rd. Saucier, MS 39574 23104-MC	Holden Earth Moving & Constr. 8525 W. Oaklawn Road Biloxi, MS 39532 05808-SC	J. Levens Builders 21294 Johnson Road Long Beach, MS 39560 21884-MC	J Hunt Enterprises 9330 Ben Hamilton Road Theodore, AL 36582 22918-MC	J.E. Talley Construction 1711 Prospect Avenue Pascagoula, MS 39567 20882-MC	Lane Construction Company PO Box 1437 Ocean Springs, MS 39566 07628-MC	Moran Hauling 10380 3 Rivers Road Gulfport, MS 39503 09083-MC	SCI, Inc. 13524 Old Hwy 67 Biloxi, MS 39532 04939-MC
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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
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MATERIALS ALTERNATES

ALT-1	48" REINFORCED CONCRETE PIPE - In lieu of Original Base Bid Item #52 - 48" Polypropylene Culvert	350	LF	\$ 160.00	\$ 56,000.00	\$ 164.64	\$ 57,624.00	\$ 152.00	\$ 53,200.00	\$ 145.00	\$ 50,750.00	\$ 142.00	\$ 49,700.00	\$ 156.24	\$ 54,684.00	\$ 266.00	\$ 93,100.00	\$ 94.80	\$ 33,180.00	\$ 137.40	\$ 48,090.00
ALT-2	SOIL CEMENT TREATED COURSE - In lieu of Original Base Bid Item #68 - Geotextile Fabric (Roadway)(MDOT Sec 704 Type IV) & Original Base Bid Item #70 - Limestone Base Course (8" Thick Under Road)	5525	SY	\$ 12.00	\$ 66,300.00	\$ 12.44	\$ 68,731.00	\$ 11.50	\$ 63,537.50	\$ 10.50	\$ 58,012.50	\$ 23.00	\$ 127,075.00	\$ 10.20	\$ 56,355.00	\$ 10.00	\$ 55,250.00	\$ 9.53	\$ 52,653.25	\$ 8.10	\$ 44,752.50
ALT-3	SOIL CEMENT TREATED COURSE - In lieu of Original Base Bid Item #69 - Limestone Base Course (6" Thick Under Paved Parking Areas)	12060	SY	\$ 11.50	\$ 138,690.00	\$ 12.44	\$ 150,026.40	\$ 11.50	\$ 138,690.00	\$ 10.50	\$ 126,630.00	\$ 18.00	\$ 217,080.00	\$ 10.20	\$ 123,012.00	\$ 10.00	\$ 120,600.00	\$ 9.53	\$ 114,931.80	\$ 8.10	\$ 97,686.00

TOTAL BASE BID	\$ 2,258,773.15	\$ 2,409,660.38	\$ 2,219,894.59	\$ 2,156,095.75	\$ 1,882,501.65	\$ 1,886,936.79	\$ 2,449,283.00	\$ 1,965,506.42	\$ 2,084,708.80
TOTAL BASE BID DEDUCT (-)	(\$558,551.25)	(\$343,552.15)	(\$469,226.25)	\$ (525,113.75)	(\$405,158.75)	(\$430,088.90)	(\$543,477.50)	(\$446,002.45)	(\$468,617.50)
MATERIALS ALTERNATES ADD (+)	\$ 260,990.00	\$ 276,381.40	\$ 255,427.50	\$ 235,392.50	\$ 393,855.00	\$ 234,051.00	\$ 268,950.00	\$ 200,765.05	\$ 190,528.50
TOTAL BASE BID - DEDUCT + MATERIALS ALTERNATES	\$ 1,961,211.90	\$ 2,342,489.63	\$ 2,006,095.84	\$ 1,866,374.50	\$ 1,871,197.90	\$ 1,690,898.89	\$ 2,174,755.50	\$ 1,720,269.02	\$ 1,806,619.80
TOTAL ADDITIVE ALTERNATE #1	\$ 107,091.65	\$ 174,620.57	\$ 134,825.90	\$ 124,571.25	\$ 117,271.00	\$ 114,725.90	\$ 132,983.00	\$ 106,527.24	\$ 96,243.70
TOTAL BB - DD + MA + AA1	\$ 2,068,303.55	\$ 2,517,110.20	\$ 2,140,921.74	\$ 1,990,945.75	\$ 1,988,468.90	\$ 1,805,624.79	\$ 2,307,738.50	\$ 1,826,796.26	\$ 1,902,863.50
TOTAL ADDITIVE ALTERNATE #2	\$ 94,027.50	\$ 75,102.60	\$ 92,535.00	\$ 105,967.50	\$ 92,535.00	\$ 84,177.00	\$ 107,460.00	\$ 92,893.20	\$ 102,087.00
TOTAL BB - DD + MA + AA2	\$ 2,055,239.40	\$ 2,417,592.23	\$ 2,098,630.84	\$ 1,972,342.00	\$ 1,963,732.90	\$ 1,775,075.89	\$ 2,282,215.50	\$ 1,813,162.22	\$ 1,908,706.80
TOTAL BB - DD + MA + AA1 + AA2	\$ 2,162,331.05	\$ 2,592,212.80	\$ 2,233,456.74	\$ 2,096,913.25	\$ 2,081,003.90	\$ 1,889,801.79	\$ 2,415,198.50	\$ 1,919,689.46	\$ 2,004,950.50

CERTIFIED BY: 
DURLON REED BRYANT, SENIOR PROJECT MANAGER



Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Mayor Torjusen seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 016-2021

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

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	210986	02/02/2021	01/14/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2021 CABLE BOX: #118476316		01012021	01/08/2021			71.37
001	SPARKLIGHT	210987	02/02/2021	01/14/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2021: #107718371		01012021	01/08/2021			213.68
001	AIRGAS USA LLC	210988	02/02/2021	01/14/2021			221.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9976459523	12/31/2020			221.63
001	GOVERNMENT BRANDS SHARED SERVICES	210995	02/02/2021	01/15/2021			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JAN 2021 COURT CHARGES		INV205786	01/01/2021			1,495.00
001	DEPT PUBLIC SAFETY	210997	02/02/2021	01/19/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90099681	01/08/2021			120.00
001	DELTA SANITATION OF MS LLC	211001	02/02/2021	01/19/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001127748	12/31/2020			35.00
001	BENJAMIN N MCQUAGGE	211011	02/02/2021	01/20/2021			184.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: USPCA CERT		02122021	02/12/2021			184.00
001	CHARLES T WILLIAMS	211012	02/02/2021	01/20/2021			184.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: USPCA CERT		02122021	02/12/2021			184.00
001	LOCAL GOVERNMENT SERVICES LLC	211013	02/02/2021	01/20/2021			481.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-601	FF SERVS: CENTERPOINT		1906	01/14/2021			481.25
001	SINGING RIVER ELECTRIC COOPERATIVE	211016	02/02/2021	01/20/2021			65.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	CHRISTMAS EVENT M# 85929032		104312006	12/28/2020			65.50
001	PAUL PHILLIPS & ASSOCIATES INC	211017	02/02/2021	01/20/2021			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	LEADERSHIP TRNG: BEVER		21107	01/14/2021			295.00
	001-100-681	LEADERSHIP TRNG: KILLINGSWORTH		21107	01/14/2021			295.00
001	C SPIRE WIRELESS	211026	02/02/2021	01/20/2021			618.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	01/12/2020			618.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GLOBALSTAR	211027	02/02/2021	01/20/2021			90.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0010601483	01/16/2021			90.39
001	M & E FEED & SEED	211028	02/02/2021	01/21/2021			85.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5469	11/10/2020			42.99
	001-100-514	DOG FOOD		5479	12/15/2020			42.99
001	FUELMAN	211032	02/02/2021	01/22/2021			2,405.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59475158	01/18/2021			29.59
	001-100-525	UNL & DSL FUEL		NP59475158	01/18/2021			1,809.92
	001-161-525	DSL FUEL		NP59475158	01/18/2021			263.03
	001-170-525	UNL & DSL FUEL		NP59475158	01/18/2021			257.70
	001-205-525	DSL FUEL		NP59475158	01/18/2021			44.90
001	BLOSSMAN GAS INC	211057	02/02/2021	01/25/2021			12.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	TANK RENTAL: NORTH STN		15577197	01/04/2021			12.00
001	JACKSON COUNTY CHANCERY CLERK	211060	02/02/2021	01/25/2021			5.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	PLAT COPY		20871	09/18/2020			5.00
001	CG MPI GO BOND DEBT SERVICE FUND	211061	02/02/2021	01/25/2021			294,907.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-969	BUDGETED TRANSFER		02012021	02/01/2021			294,907.00
001	COASTAL FIRE SAFETY LLC	211063	02/02/2021	01/25/2021			1,930.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	FIRE ALARM FACP CERT: CHALL		4894	01/13/2021			300.00
	001-092-635	SPRINKLER CERT-REPR: CHALL		4894	01/13/2021			170.00
	001-092-639	INSP-SERV FIRE EXT (4)		4894	01/13/2021			75.00
	001-092-639	BATTERY SLA 12V (2)		4894	01/13/2021			49.50
	001-161-635	FIRE ALARM FACP CERT: WFD		4894	01/13/2021			300.00
	001-161-635	SPRINKLER SYS CERT-REPR: WFD		4894	01/13/2021			209.00
	001-161-639	INSP-SERV FIRE EXT: WFD		4894	01/13/2021			25.00
	001-161-639	BATTERY SLA 12V (2)		4894	01/13/2021			49.50
	001-161-639	INSP-SERV FIRE EXT (3): CFD		4894	01/13/2021			57.00
	001-161-639	INSP-SERV FIRE EXT: NFD		4894	01/13/2021			25.00
	001-100-635	FIRE ALARM FACP CERT: GPD		4894	01/13/2021			300.00
	001-100-635	SPRINKLER SERV-REPR: GPD		4894	01/13/2021			137.00
	001-100-639	SERV-REPR FIRE EXT (3)		4894	01/13/2021			75.00
	001-170-639	SERV FIRE EXT (3): SR BLDG		4894	01/13/2021			97.00
	001-205-639	SERV FIRE EXT (3): SHOP		4894	01/13/2021			61.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	211068	02/02/2021	01/25/2021			541.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2021 ACCT SOFTWARE MAINT		DHLMN00056	01/15/2021			370.00
	001-092-698	FEB 2021 PRIV LIC SW MAINT		DHLMN00057	01/15/2021			150.00
	001-092-698	FEB 2021 VOTER REG SW MAINT		HRMN003579	01/15/2021			21.00
001	MSC 7511	211070	02/02/2021	01/25/2021			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4037842	01/14/2021			470.88
001	AT&T	211072	02/02/2021	01/25/2021			36.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	01/14/2021			36.93
001	AT&T	211073	02/02/2021	01/25/2021			165.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	01/14/2021			165.41
001	AT&T	211074	02/02/2021	01/25/2021			333.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	01/14/2021			333.06
001	SOUTHERN PEST CONTROL INC	211075	02/02/2021	01/26/2021			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		00383547	01/26/2021			403.30
001	FUELMAN	211078	02/02/2021	01/25/2021			2,227.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59494050	01/25/2021			26.62
	001-100-525	UNL & DSL FUEL		NP59494050	01/25/2021			1,740.51
	001-161-525	UNL & DSL FUEL		NP59494050	01/25/2021			281.69
	001-170-525	UNL & DSL FUEL		NP59494050	01/25/2021			136.77
	001-205-525	UNL FUEL		NP59494050	01/25/2021			42.30
001	MSC 7511	211083	02/02/2021	01/26/2021			192.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4043489	01/19/2021			169.58
	001-100-699	MPC2504EX USAGE: COLOR		INV4043489	01/19/2021			22.58
001	SINGING RIVER ELECTRIC COOPERATIVE	211086	02/02/2021	01/26/2021			709.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		01152021	01/22/2021			338.28
	001-161-631	MARTIN BLUFF FD 58380001		01172021	01/25/2021			222.99
	001-201-629	SIGNAL LIGHTS 17546		01172021	01/25/2021			33.59
	001-092-631	CITY LIMIT SIGN 17546		01172021	01/25/2021			27.47
	001-100-631	MBLUFF SUB STN 58521002		01172021	01/25/2021			87.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	211095	02/02/2021	01/27/2021			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	FEB 2021: CFD #122024086	01162021	01/23/2021			83.32	
001	SPARKLIGHT	211096	02/02/2021	01/27/2021			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	FEB 2021: NFD #122024383	01162021	01/23/2021			83.32	
001	SPARKLIGHT	211097	02/02/2021	01/27/2021			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	FEB 2021: SFD #122025091	01162021	01/23/2021			83.32	
001	REYNOLDS WHOLESALE CO	211098	02/02/2021	01/27/2021			509.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS BROWN MULTIFOLD TOWEL (3)	68295	01/21/2021	210349		59.85	
	001-170-559	CS/100 38X58 CAN LINERS (6)	68295	01/21/2021	210349		197.70	
	001-170-559	CS/12 JUMBO JR TISSUE (6)	68295	01/21/2021	210349		153.00	
	001-170-559	CS/12 SPARTAN SPRAY 15 OZ	68295	01/21/2021	210349		71.40	
	001-170-559	1GAL HAND SOAP ANTI-BACT	68295	01/21/2021	210349		12.95	
	001-170-559	CORN BROOMS (2)	68295	01/21/2021	210349		14.50	
001	ACTION PRINTING CENTER INC	211100	02/02/2021	01/27/2021			720.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	#9 SECURITY WINDOW ENV (5000)	100408	01/19/2021	210179		474.55	
	001-040-500	REG ENV CITY LOGO (2500)	100407	01/19/2021	210179		174.85	
	001-001-559	BUSINESS CARDS (500): VAUGHAN	100059	01/11/2021	200997		71.50	
001	MID SOUTH UNIFORM & SUPPLY INC	211101	02/02/2021	01/27/2021			408.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY PANTS NO STRIPE (3)	613053	01/20/2021	210228		137.52	
	001-100-535	LIGHTWEIGHT RAID JACKET	613053	01/20/2021	210228		20.50	
	001-100-535	GENESIS JACKET NAVY HIVIS IDS	613053	01/20/2021	210228		182.79	
	001-100-535	CLIP ON TIE (5)	613053	01/20/2021	210228		25.00	
	001-100-535	EMBROIDER FRONT	613053	01/20/2021	210228		5.00	
	001-100-535	EMBROIDER BACK (6)	613053	01/20/2021	210228		15.00	
	001-100-535	ID PANELS: SLOVER, ADAM	613053	01/20/2021	210228		20.33	
	001-100-535	SEW ON PATCHES (2)	613053	01/20/2021	210228		2.00	
001	GULF COAST BUSINESS SUPPLY CO	211102	02/02/2021	01/27/2021			71.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS/12 DISINFECT SPRAY 16.9 OZ	219876	01/27/2021	210361		71.89	
001	GULF SALES AND SUPPLY INC	211103	02/02/2021	01/27/2021			42.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	HOSE 1/4" HDY ID 2 WIRE PSI	507694	01/22/2021	210352		5.73	
	001-170-639	CRIMP CHARGE HDY HOSE	507694	01/22/2021	210352		9.00	
	001-170-639	1/4 X1/4 F/SWL 90 ELB	507694	01/22/2021	210352		14.82	
	001-170-639	1/4X 3/8 F/SWIVEL	507694	01/22/2021	210352		5.88	
	001-170-639	ADAPTER	507694	01/22/2021	210352		6.75	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAWRENCE PRINTING COMPANY INC	211104	02/02/2021	01/27/2021			273.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	MINUTE BOOK #54 & #55 (2)		53274	01/19/2021	210233		252.00
	001-040-500	SHIPPING		53274	01/19/2021	210233		21.11
001	MS TROPHY LLC	211106	02/02/2021	01/27/2021			255.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAME-SERVING BARS (8)		14462	01/22/2021	210287		249.60
	001-100-535	SHIPPING		14462	01/22/2021	210287		6.00
001	STAPLES BUSINESS ADVANTAGE DEPT	211110	02/02/2021	01/27/2021			539.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	HP 952XL BLK C/M/Y 4PK		3466827483	01/13/2021	210326		89.09
	001-090-500	THERMAL POUCHES LETTER PK		3466827482	01/13/2021	210326		14.89
	001-090-500	THERMAL LAMINATOR		3466827482	01/13/2021	210326		43.89
	001-090-500	HP 305A TONER COLOR 3PK		3466827482	01/13/2021	210326		264.43
	001-090-500	HP 305X HY BLACK TONER		3466827482	01/13/2021	210326		85.68
	001-090-500	LEGAL FILE BOXES 4PK		3466827482	01/13/2021	210326		41.70
001	HOME TOWN LUMBER & SUPPLY INC	211114	02/02/2021	01/27/2021			2,629.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-720	2X8X20 TREATED PINE (64)		124300	01/12/2021	210319		2,629.12
001	THE GULF COMPANIES INC	211115	02/02/2021	01/27/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD CAN LINER 100CS (10)		0931909-IN	01/11/2021	210316		250.00
001	ULINE INC	211116	02/02/2021	01/27/2021			999.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-720	TUSCAN SMOKERS POLE (6)		127458697	12/03/2020	210189		894.00
	001-100-720	SHIPPING		127458697	12/03/2020	210189		105.78
001	SAFEGUARD BUSINESS SYSTEMS	211117	02/02/2021	01/27/2021			2,090.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-620	UNIFORM ARREST TICKETS (15000)		034370062	12/31/2020	210138		1,491.75
	001-010-620	MISDEMEANOR TICKETS (1000)		034370062	12/31/2020	210138		521.10
	001-010-620	SHIPPING		034370062	12/31/2020	210138		74.82
	001-010-620	PAPER INVOICE		034370062	12/31/2020	210138		2.99
001	GLOCK PROFESSIONAL INC	211118	02/02/2021	01/27/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	GLOCK ARMORER: KILLINGSWORTH		P100144126	12/04/2020	210230		250.00
001	SUNSOUTH LLC	211120	02/02/2021	01/27/2021			461.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CLUTCH: JOHN DEERE		3836469	01/21/2021	210354		374.97
	001-170-639	HYDRAULIC FILTER		3834810	01/19/2021	210338		86.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	211121	02/02/2021	01/27/2021			736.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FIRE OFCR ESSENTIALS EXAM (8)	C49223A	01/13/2021	210211		720.00	
	001-022-660	SHIPPING & HANDLING	C49223A	01/13/2021	210211		16.00	
001	US POLICE CANINE ASSN REGION 26	211123	02/02/2021	01/27/2021			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	TRIAL PARTICIPANT FEE:MCQUAGGE	2/11-2/12	01/20/2021	210347		75.00	
	001-100-681	MEMBERSHIP FEE: MCQUAGGE, B	2/11-2/12	01/20/2021	210347		50.00	
	001-100-681	TRIAL PARTICIPANT FEE:WILLIAMS	2/11-2/12	01/20/2021	210347		75.00	
	001-100-681	MEMBERSHIP FEE: WILLIAMS, T	2/11-2/12	01/20/2021	210347		50.00	
001	AUDIOWAVE INC	211124	02/02/2021	01/27/2021			935.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	LABOR: CHECK SIREN U #44	A53063	01/19/2021	210336		85.00	
	001-100-638	SUPPLIES	A53063	01/19/2021	210336		15.00	
	001-100-638	WK05141TU20 WINDOW BAR (3)	A52796	12/29/2020	210171		750.00	
	001-100-638	SHIPPING	A52796	12/29/2020	210171		85.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	211127	02/02/2021	01/27/2021			2,022.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	01182021	01/26/2021			1,249.57	
	001-201-629	SIGNAL LIGHT 89113001	01182021	01/26/2021			52.86	
	001-170-631	CITY PARK RESTRMS 89912001	01182021	01/26/2021			451.94	
	001-201-633	STREET LIGHTS 90345002	01182021	01/26/2021			128.13	
	001-092-631	RECORDS BLDG 90790001	01182021	01/26/2021			98.09	
	001-170-631	FRAZIER RESTRMS 98546001	01182021	01/26/2021			42.39	
001	SINGING RIVER ELECTRIC COOPERATIVE	211128	02/02/2021	01/27/2021			109.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-631	SPORTS PAVILION 66582005	01182021	01/26/2021			56.95	
	001-170-631	ROUNDAABOUT 102311002	01182021	01/26/2021			25.00	
	001-170-631	FITNESS TRAIL 108268001	01182021	01/26/2021			27.76	
001	SINGING RIVER ELECTRIC COOPERATIVE	211129	02/02/2021	01/27/2021			820.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST 94987002	01182021	01/26/2021			58.78	
	001-201-633	DOLPHIN ST 94988002	01182021	01/26/2021			68.36	
	001-201-633	DOLPHIN ST 94989002	01182021	01/26/2021			50.98	
	001-201-633	DOLPHIN ST 94990002	01182021	01/26/2021			494.55	
	001-201-633	WM PAYNE 100245001	01182021	01/26/2021			93.56	
	001-201-633	WM PAYNE 100244001	01182021	01/26/2021			53.85	
001	SINGING RIVER ELECTRIC COOPERATIVE	211130	02/02/2021	01/27/2021			8,987.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	01182021	01/26/2021			6,006.67	
	001-201-629	SIGNAL LIGHTS 10054	01182021	01/26/2021			644.07	
	001-092-631	CITY HALL 10054	01182021	01/26/2021			1,431.86	
	001-170-631	FRAZIER PARK 10054	01182021	01/26/2021			53.84	
	001-170-631	SENIOR BLDG 10054	01182021	01/26/2021			75.58	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	211130	02/02/2021	01/27/2021			8,987.26	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	CENTRAL FD 10054		01182021	01/26/2021			360.57
	001-170-631	CITY PARK 10054		01182021	01/26/2021			148.79
	001-092-631	PUBLIC WORKS 10054		01182021	01/26/2021			238.90
	001-092-631	HWY 90 SIGN 10054		01182021	01/26/2021			26.98
001	ALABAMA MEDIA GROUP	211132	02/02/2021	01/27/2021			18.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #21-01-CU		0009848973	01/17/2021	210325		18.84
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	211133	02/02/2021	01/28/2021			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	NOV 2020 SUPPORT		11302020	01/28/2021			833.33
	001-170-642	DEC 2020 SUPPORT		12312020	01/28/2021			833.33
001	CENTER FOR GOVT & COMMUNITY DEV	211134	02/02/2021	01/28/2021			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	CMC PROGRAM-VIRTUAL: CUMBEST		03102021	01/28/2021			200.00
	001-040-681	CMC PROGRAM-VIRTUAL: FARABEE		03102021	01/28/2021			200.00
FUND TOTAL	1 Claims	to	Checks	55 Total	334,495.03	Manual	Held	Total 334,495.03

Docket of Claims
Release date from 02/02/2021 thru 02/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PRECISION DELTA CORPORATION	211105	02/02/2021	01/27/2021			276.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	9 MM 124 GR FMJ 500 RD/CASE		18502	01/13/2021	200988		276.00
156	PTS SOLUTIONS INC	211113	02/02/2021	01/27/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	PLATINUM MOBILE OFFICE PKG		202034R-A1	01/20/2021	210331		25,000.00
FUND TOTAL 156 Claims	to	Checks	2 Total	25,276.00	Manual	Held	Total	25,276.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	MUNICIPAL EMERGENCY SERVICES INC	211119	02/02/2021	01/27/2021			2,135.96	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	160-161-702		SEEK REVEAL FIRE PRO (4)	IN1538315	01/12/2021	210310		1,996.00
	160-161-702		SEEK TIC GEAR KEEPER (4)	IN1538315	01/12/2021	210310		139.96
FUND TOTAL 160 Claims	to	Checks	1 Total	2,135.96	Manual	Held	Total	2,135.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MPI GO BOND S2019 CONSTRUCTION FUND	211025	02/02/2021	01/20/2021			9,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-000-104	TR TIDELANDS REIM: FUND 308		01192021	01/19/2021			9,900.00
171	SOUTHERN PIPE & SUPPLY CO INC	211107	02/02/2021	01/27/2021			470.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	48" PIPE BENCH SEAT		4734911-01	01/06/2021	210118		470.00
171	CUPIT SIGNS INC	211112	02/02/2021	01/27/2021			735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	3X5 SIGN: NATURE FITNESS TRL		32882A	01/19/2021	210320		735.00
FUND TOTAL	171 Claims	to	Checks	3 Total	11,105.00	Manual	Held	Total 11,105.00

Docket of Claims
Release date from 02/02/2021 thru 02/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	211003	02/02/2021	01/20/2021			2,036.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		DEC 2020	12/22/2020			2,036.28
FUND TOTAL 172 Claims	to	Checks	1 Total	2,036.28	Manual	Held	Total	2,036.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	210996	02/02/2021	01/19/2021			513.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	RENEWAL 2/13/21-2/12/22	3720	01/15/2021			11.95	
	176-170-699	HOSTING FEE JAN 2021	3720	01/15/2021			36.50	
	176-170-699	SHOPPING CART FEE JAN 2021	3720	01/15/2021			115.00	
	176-170-699	WEB SITE MAINT:12/15-1/14/2021	3720	01/15/2021			350.00	
176	FOSTERS A/C & HEATING INC	211015	02/02/2021	01/20/2021			167.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	ESA PRECISION TUNE UP	P26574	01/04/2021			167.50	
176	FUELMAN	211033	02/02/2021	01/22/2021			28.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59475158	01/18/2021			28.98	
176	AT&T	211036	02/02/2021	01/22/2021			74.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	JAN 2021: SSP INTERNET	285615432	01/11/2021			74.19	
176	COASTAL FIRE SAFETY LLC	211066	02/02/2021	01/25/2021			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	INSP-SERV FIRE EXT (4)	4894	01/13/2021			100.00	
176	FUELMAN	211079	02/02/2021	01/25/2021			31.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59494050	01/25/2021			31.10	
176	SPARKLIGHT	211094	02/02/2021	01/27/2021			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	JAN 2021 SSP: INET #132698937	01132021	01/20/2021			244.80	
176	REYNOLDS WHOLESALE CO	211099	02/02/2021	01/27/2021			163.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	CS/12 JUMBO JR TISSUE (2)	68294	01/21/2021	210350		51.00	
	176-170-559	CS 12/8" BROWN ROLL TOWELS	68294	01/21/2021	210350		23.95	
	176-170-559	VB BLEACH 1GAL/6CS	68294	01/21/2021	210350		14.95	
	176-170-559	HS TISSUE 96 ROLLS/CS	68294	01/21/2021	210350		40.50	
	176-170-559	38X58 CAN LINERS 100/CS	68294	01/21/2021	210350		32.95	
FUND TOTAL 176 Claims	to	Checks	8 Total	1,323.37 Manual		Held	Total	1,323.37

263

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	211018	02/02/2021	01/20/2021			2,953.83	
		Description CONST PH SERVICES		Invoice # 1105377	Date 01/15/2021	P.O.	Amount	2,953.83
FUND TOTAL	303 Claims	to	Checks	1 Total	2,953.83	Manual	Held	Total 2,953.83

Docket of Claims
Release date from 02/02/2021 thru 02/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	211091	02/02/2021	01/26/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-763	TO #4: BID PHASE		7921	01/25/2021			7,500.00
FUND TOTAL 304 Claims	to	Checks	1 Total	7,500.00	Manual	Held	Total	7,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	THE PEOPLES BANK	211062	02/02/2021	01/25/2021			185,225.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-680-805	MAR 2021 PRN: MPI GO BOND	3310	MSDVBK2019	12/21/2020		145,000.00	
	305-680-809	MAR 2021 INT: MPI GO BOND	3310	MSDVBK2019	12/21/2020		40,225.32	
FUND TOTAL	305 Claims	to	Checks	1 Total	185,225.32	Manual	Held	Total 185,225.32

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	211092	02/02/2021	01/26/2021			100.00	
		Description SERVS: MALL PROPRTY PII ESA		Invoice # 7918	Date 01/25/2021	P.O.	Amount	100.00
FUND TOTAL	309 Claims	to	Checks	1 Total	100.00 Manual		Held	Total 100.00

268

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	210998	02/02/2021	01/19/2021			2,140.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL-OFF TIMBERLANE		07 3265047685	01/04/2021			2,140.07
400	AT&T	211000	02/02/2021	01/19/2021			67.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	01/06/2021			67.35
400	COG DEPOSITORY ACCOUNT	211008	02/02/2021	01/20/2021			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		01112021	01/11/2021			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		01112021	01/11/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		01112021	01/11/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		01112021	01/11/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		01112021	01/11/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		01112021	01/11/2021			9,665.99
400	2018-2019 BOND DEBT SERVICE FUND	211009	02/02/2021	01/20/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2021: 2018 BOND DS		02012021	02/01/2021			25,000.00
400	2018-2019 BOND DEBT SERVICE FUND	211010	02/02/2021	01/20/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2021: 2019 BOND DS		02012021	02/01/2021			32,000.00
400	J H WRIGHT & ASSOCIATES INC	211029	02/02/2021	01/21/2021			495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	REPL PHASE MONITOR		429813	01/08/2021			495.00
400	HENZE ENTERPRISES INC	211030	02/02/2021	01/21/2021			1,440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	15 CY TOPSOIL (3)		29862	12/16/2020			630.00
	400-651-585	15 CY FILL DIRT (2)		29862	12/16/2020			270.00
	400-651-585	15 CY FILL DIRT (2)		29862	12/16/2020			270.00
	400-651-585	15 CY FILL DIRT (2)		29874	12/23/2020			270.00
400	CONSOLIDATED PIPE & SUPPLY	211031	02/02/2021	01/21/2021			3,030.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PVC C900 BLU 20 GSKT (200)		3703245000	12/04/2020			1,710.00
	400-651-581	8 CDI 06 MJ 90 L/ACC (6)		3703245000	12/04/2020			600.00
	400-651-581	8 EBAA 2008PV MEGALUG (12)		3703245000	12/04/2020			540.00
	400-651-581	8 CDI MJ B&G SET (12)		3703245000	12/04/2020			180.00
400	FUELMAN	211034	02/02/2021	01/22/2021			89.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59475158	01/18/2021			89.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	211058	02/02/2021	01/25/2021			694.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: 20MIS27199 MYDRO		1047876	01/07/2021			347.40
	400-651-698	RENEWAL: 20MIS27200 MYDRO		1047876	01/07/2021			347.40
400	COASTAL FIRE SAFETY LLC	211067	02/02/2021	01/25/2021			103.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	INSP-SERV FIRE EXTS (6)		4894	01/13/2021			103.00
400	SOUTHERN PEST CONTROL INC	211069	02/02/2021	01/25/2021			76.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	RODENT TRAP		00387308	12/29/2020			76.50
400	ARISTA INFORMATION SYSTEMS INC	211077	02/02/2021	01/25/2021			3,640.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2020 STATEMENTS		31133	01/13/2021			1,140.50
	400-650-698	DEC 2020 POSTAGE		1425202101	01/14/2021			2,500.00
400	FUELMAN	211080	02/02/2021	01/25/2021			103.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59494050	01/25/2021			103.44
400	SINGING RIVER ELECTRIC COOPERATIVE	211081	02/02/2021	01/25/2021			2,209.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		01152021	02/05/2021			949.92
	400-651-631	LIFT STATIONS 28779		01152021	02/05/2021			88.10
	400-651-631	SCHOONER WELL 20688		01122021	02/03/2021			826.63
	400-651-631	LIFT STATIONS 20688		01122021	02/03/2021			344.72
400	SINGING RIVER ELECTRIC COOPERATIVE	211082	02/02/2021	01/25/2021			26.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		01142021	02/05/2021			26.19
400	AT&T	211084	02/02/2021	01/26/2021			295.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	01/14/2021			295.93
400	MSC 7511	211085	02/02/2021	01/26/2021			209.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-10 RENTAL FEE		INV4041179	01/17/2021			166.49
	400-650-698	IMC4500 USAGE: B/W		INV4041179	01/17/2021			8.39
	400-650-698	IMC4500 USAGE: COLOR		INV4041179	01/17/2021			34.83
400	SINGING RIVER ELECTRIC COOPERATIVE	211087	02/02/2021	01/26/2021			6,167.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		01172021	01/25/2021			71.26
	400-651-631	LIFT STNS 89702001		01172021	01/25/2021			26.39
	400-651-631	LIFT STNS 17881		01142021	01/25/2021			2,900.61
	400-651-631	WATER WELLS 17881		01172021	01/25/2021			3,169.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	211088	02/02/2021	01/26/2021			660.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 01/20/21-02/16/21		277-012021	01/20/2021			420.00
	400-650-698	688 MTS 12/23/20-01/19/2021		277-012021	01/20/2021			230.86
	400-650-698	HOLIDAY CHARGES		277-012021	01/20/2021			10.00
400	SEYMOUR ENGINEERING PLLC	211089	02/02/2021	01/26/2021			1,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	RUE GENTILLY PROJECT		7919	01/25/2021			650.00
	400-650-603	FLOW MONITOR		7919	01/25/2021			950.00
400	SOUTHERN PIPE & SUPPLY CO INC	211108	02/02/2021	01/27/2021			1,712.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	12-5/16 QUICK RLSE CLAMP (12)		4868717-00	12/16/2020	210253		54.00
	400-651-581	3.5X4 GEO TEXTILE FABRIC (8)		4868717-00	12/16/2020	210253		802.08
	400-651-581	4" PVC GRIP LOCK COMP CPLG (4)		4868717-00	12/16/2020	210253		289.00
	400-651-583	4" 3034 PVC SEWER 1/16 (12)		4868717-00	12/16/2020	210253		31.92
	400-651-583	4" 3034 PVC STREET SEWER (12)		4868717-00	12/16/2020	210253		39.12
	400-651-583	4" 3034 PVC STREET SW 1/4 (12)		4868717-00	12/16/2020	210253		47.04
	400-651-583	4" SDR35 MPT THRD PLUG (10)		4868717-00	12/16/2020	210253		19.20
	400-651-583	4" 3034 PVC SEWER CPLG (12)		4868717-00	12/16/2020	210253		18.96
	400-651-581	4X3 SCH 40PVC BUSHING SXS (12)		4868717-00	12/16/2020	210253		63.84
	400-651-581	4 CI PLASTICX4 CI (12)		4868717-00	12/16/2020	210253		55.80
	400-651-581	4" FERNCO CPLG PVCXPVC SHD (6)		4868717-00	12/16/2020	210253		146.70
	400-651-581	4" PVC GRIP LOCK COMP CPLG (2)		4868717-01	01/04/2021	210253		144.50
400	CONSOLIDATED PIPE & SUPPLY	211109	02/02/2021	01/27/2021			475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1X3/4 MUL P15403-N CPLG (19)		3703100001	01/13/2021	210109		475.00
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 211111	02/02/2021	01/27/2021			256.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	PAPER CLIPS 1000CT		3466460016	01/08/2021	210308		1.67
	400-650-500	PAPER CLIPS JUMBO 1000CT		3466460016	01/08/2021	210308		.56
	400-650-500	TAPE 12PK		3466460016	01/08/2021	210308		6.44
	400-650-500	AA BATT 12PK		3466460016	01/08/2021	210308		9.57
	400-650-500	8.5X11 MULTIUSE PAPER REAM (4)		3466460016	01/08/2021	210308		188.60
	400-650-500	LEXMARK B221000 TONER		3466460016	01/08/2021	210308		49.99
400	LANE CONSTRUCTION CO OF MS INC	211122	02/02/2021	01/27/2021			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	STORM DRAIN BOX: POMPARNO		12142021	12/14/2021	210249		400.00
400	J H WRIGHT & ASSOCIATES INC	211125	02/02/2021	01/27/2021			325.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	RK BACK UP CONTOLLER: LS-33		429823	01/08/2021	210304		325.00

Docket of Claims
Release date from 02/02/2021 thru 02/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	211126	02/02/2021	01/27/2021			71.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	FEB 2021: #107663106		01162021	01/23/2021			71.41
400	SINGING RIVER ELECTRIC COOPERATIVE	211131	02/02/2021	01/27/2021			8,074.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		01182021	01/26/2021			208.38
	400-651-631	LIFT STATIONS 17882		01182021	01/26/2021			2,572.40
	400-651-631	WATER WELLS 17882		01182021	01/26/2021			3,568.14
	400-651-631	CITY HALL SOUTH 17882		01182021	01/26/2021			1,726.04
FUND TOTAL 400 Claims		to	Checks	28 Total	134,792.30 Manual	Held	Total	134,792.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	THOMPSON CONSULTING SERVICES LLC	211059	02/02/2021	01/25/2021			32,529.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-694	DEBRIS MONITORING: H ZETA		20480021	01/12/2021			32,529.63
404	WASTE PRO - GAUTIER	211071	02/02/2021	01/25/2021			70,851.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-693	ZETA DEBRIS P/UP: 4640 CY		0001124330	11/30/2020			44,080.00
	404-324-693	ZETA DEBRIS P/UP: 2818 CY		0001127670	12/31/2020			26,771.00
404	APPLEWHITE INDUSTRIES INC	211076	02/02/2021	01/25/2021			22,374.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-324-695	ZETA DISP FEES: 4640 CY		4107	12/31/2020			13,920.00
	404-324-695	ZETA DISP FEES: 2818 CY		4107	12/31/2020			8,454.00
FUND TOTAL 404 Claims	to	Checks	3 Total	125,754.63	Manual		Held	Total 125,754.63

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	55 Total	334,495.03 Manual	Held	Total	334,495.03
FUND 156 Claims	to	Checks	2 Total	25,276.00 Manual	Held	Total	25,276.00
FUND 160 Claims	to	Checks	1 Total	2,135.96 Manual	Held	Total	2,135.96
FUND 171 Claims	to	Checks	3 Total	11,105.00 Manual	Held	Total	11,105.00
FUND 172 Claims	to	Checks	1 Total	2,036.28 Manual	Held	Total	2,036.28
FUND 176 Claims	to	Checks	8 Total	1,323.37 Manual	Held	Total	1,323.37
FUND 300 Claims	to	Checks	1 Total	7,400.00 Manual	Held	Total	7,400.00
FUND 303 Claims	to	Checks	1 Total	2,953.83 Manual	Held	Total	2,953.83
FUND 304 Claims	to	Checks	1 Total	7,500.00 Manual	Held	Total	7,500.00
FUND 305 Claims	to	Checks	1 Total	185,225.32 Manual	Held	Total	185,225.32
FUND 309 Claims	to	Checks	1 Total	100.00 Manual	Held	Total	100.00
FUND 360 Claims	to	Checks	1 Total	2,401.25 Manual	Held	Total	2,401.25
FUND 400 Claims	to	Checks	28 Total	134,792.30 Manual	Held	Total	134,792.30
FUND 404 Claims	to	Checks	3 Total	125,754.63 Manual	Held	Total	125,754.63
Total for all Funds		Checks	107 Total	842,498.97 Manual	Held	Total	842,498.97

Councilman Vaughan made the motion to approve Consent Agenda Items 1-6, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 017-2021

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

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

ORDER NUMBER 018-2021

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 January 19, 2021 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

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

RESOLUTION NUMBER 096-2021

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

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

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

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

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

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

ORDER NUMBER 019-2021

WHEREAS, the City's certified local government coordinator for the Mississippi Department of Archives and History is currently April Stennett; and

WHEREAS, staff requests the City Council change the coordinator to Babs Logan;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Babs Logan, is hereby designated as the City's Certified Local Government Coordinator for the Mississippi Department of Archives and History

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 1/25/2021
Subject: Designation of a Certified Local Government Coordinator for the Mississippi Department of Archives and History

REQUEST:

The Grants and Projects Department requests that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from April Stennett to Babs Logan.

BACKGROUND:

The Certified Local Government (CLG) Program is a federal-state-local partnership established in 1980 by amendments to the National Historic Preservation Act of 1966. The CLG program permits local governments that have established their own historic preservation programs—meeting both federal and state standards—to participate directly in the national historic preservation program and processes.

CLG communities receive special technical assistance and training from MDAH staff, including: programs to heighten local preservation awareness, assistance with drafting preservation ordinances, training workshops for the local preservation commission, and assistance in: establishing local historic districts, identifying architecturally and historically significant buildings and sites, preparing National Register nominations, compiling design review guidelines for historic districts, and many other kinds of projects to promote preservation of the community's historic resources.

DISCUSSION:

The responsibilities of this position are outlined in the attached CLG Coordinator Agreement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from April Stennett to Babs Logan.

The City Council may:

- 1) Authorize Babs Logan to serve as Certified Local Government Coordinator, as presented; or
- 2) Not authorize Babs Logan to serve as Certified Local Government Coordinator.

ATTACHMENTS:

1. Local CLG Coordinator Agreement

STATE OF MISSISSIPPI
CERTIFIED LOCAL GOVERNMENT COORDINATOR AGREEMENT

This agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Gautier hereinafter called the Certified Local Government, or CLG) states that Babs Logan shall be designated as the Certified Local Government Coordinator for the City of Gautier, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

The Certified Local Government Coordinator shall be responsible for ensuring that the CLG carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Certified Local Government Program*. These responsibilities include:

implementation of appropriate state or local legislation for the designation and protection of historic properties;

maintaining a system for a building by building survey and inventory of historic properties that is coordinated with, complementary to, and approved by the State Historic Preservation Office;

ensuring that all inventory material is maintained securely, is accessible to the public, and is periodically updated to reflect changes, alterations, and demolitions;

ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historic Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978, as amended);

ensuring that a current roster of commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually;

ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;

ensuring that the business of the Commission is conducted as required by the local ordinance which created it, that all meetings are open to the public and that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions, that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator at the same time they are transmitted to the members of the Commission, and that copies of the minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-1-17, 1972;

ensuring that at least one member of the Commission attends at least one informational or educational meeting, approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled commission meeting;

ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed, new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meetings attended by any Commissioners;

ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;

ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;

ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and

ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administrated by providing such records and reports as required by the Local Government Assistance Coordinator.

At such time as a new person may be designated to replace Babs Logan as the Certified Local Government coordinator, the City will promptly notify the SHPO and a new agreement will be executed.

Chief Elected Official/CLG

Date

CLG Coordinator

Date

Local Government Assistance Coordinator
Historic Preservation Division
Mississippi Department of Archives and History
State Historic Preservation Office

Date

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

ORDER NUMBER 020-2021

WHEREAS, the Parks and Recreation Department is seeking authorization to accept a donation of field leveling equipment from Mr. Walter Malone, Gautier resident; and

WHEREAS, this piece of equipment would be of great use to the Parks and Recreation Department; and

WHEREAS, Mr. Walter Malone has offered to donate the piece of field leveling equipment at no cost to the City; 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 donation of field leveling equipment to the Parks and Recreation Department is hereby approved and accepted.

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

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

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

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 1/26/2021
Subject: Approval to accept a donation of field leveling equipment for the Parks and Recreation Department

REQUEST:

The Recreation Department is seeking authorization from City Council to accept a donation of field leveling equipment for the parks and recreation department from resident Mr. Walter Malone.

BACKGROUND:

The Parks Supervisor was contacted by Mr. Malone advising him that he had a piece of field leveling equipment that he would like to donate to parks and recreation at no cost to the City.

DISCUSSION:

This piece of equipment will be of great use to the parks and recreation department.

RECOMMENDATION:

The Recreation Department recommends that City Council accept a donation of field leveling equipment for the parks and recreation department from resident Mr. Walter Malone.

The City Council may:

1. Accept a donation of field leveling equipment; or
2. Not accept a donation of field leveling equipment.

ATTACHMENTS:



January 21, 2021

VIA E-MAIL AT TMONTGOMERY@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Teresa Montgomery, City
Clerk 3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2020 Continuing Disclosure

Dear Ms. Montgomery:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2020.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2020 to be filed on or before March 28, 2021.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

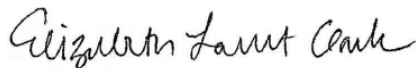
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

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

ORDER NUMBER 021-2021

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

WHEREAS, the total cost of the preparation and submission is not expected to exceed \$3,000.00;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for FY 2020, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, City Clerk
Date: January 25, 2021
Subject: Retention of Butler Snow LLP for Financial Disclosures

REQUEST:

City Council action is requested to approve the attached engagement letter retaining Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosures for FY 2020.

BACKGROUND:

In the past, the City of Gautier has retained Butler Snow LLP to prepare and submit the Continuing Disclosure Statement in connection with all City bond issues.

DISCUSSION:

Pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule. This year's filing is due on or before March 28, 2021. Total cost is not expected to exceed \$3,000.00. This is a budgeted item.

RECOMMENDATION:

Staff recommends retaining Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosures for FY 2020.

ATTACHMENT(S):

Butler Snow Engagement Letter
Exhibit A – Event Notice

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2019:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

50756965.v1

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.



January 21, 2021

VIA E-MAIL AT TMONTGOMERY@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Teresa Montgomery, City
Clerk 3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2020 Continuing Disclosure

Dear Ms. Montgomery:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2020.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2020 to be filed on or before March 28, 2021.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

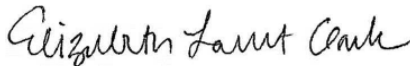
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2019:

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5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

50756965.v1

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

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

ORDER NUMBER 022-2021

WHEREAS, the South Mississippi Metro Enforcement Team consists of several agencies in Jackson County that assist agencies assigned to the Task Force; and

WHEREAS, the South Mississippi Metro Enforcement Team has elected to provide funds to purchase a 2021 Chevrolet Silverado SSV to replace the current vehicle assigned to the City's Task Force; and

WHEREAS, the current vehicle will remain in fleet as a back-up unit for K-9 officers; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this monetary 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 acceptance of the monetary donation from South Mississippi Metro Enforcement Team to purchase a 2021 Chevrolet Silverado SSV for the City of Gautier's Police Department is hereby approved.

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

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

AYES: Phil Torjusen

**Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge**

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 1/27/2021
Subject: Request that the Mayor and City Council accept a check in the amount of \$30,000.00 from the South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service Vehicle.

REQUEST:

Request that the Mayor and City Council accept a check in the amount of \$30,000.00 from the South Mississippi Metro Enforcement Team for the purchase of a 2021 Chevrolet Silverado Special Service Vehicle.

BACKGROUND:

The South Mississippi Metro Enforcement Team has elected to provide funds to purchase a new vehicle to replace Gautier officer's current vehicle that is assigned to the Task force. The current vehicle is past its expected life span. The funds would purchase a new 2021 Chevrolet Silverado to replace the vehicle currently being used.

DISCUSSION:

The South Mississippi Enforcement Team consists of several agencies in Jackson County. With their partnership they are able to assist agencies assigned to the Task Force. The current vehicle being used by Sergeant Ben McQuagge has over 140,000 miles and needs to be removed from service on the interstate. The present vehicle will remain in the fleet as a back-up unit for K-9 officers.

RECOMMENDATION:

The City Council allow the Gautier Police Department to accept a check from the South Mississippi Enforcement Team for \$30,000.00 to purchase a 2021 Chevrolet Silverado SSV. The new vehicle will be added to the master inventory and placed on our insurance.

ATTACHMENTS:

1. 1500 KSSV 21

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Pick-Up Truck, 4 Wheel Drive, Crew Cab, **Special Service Vehicle**

VENDOR: Rogers-Dabbs Chevrolet

ITEM NO.: 072-02-111501

MAKE/MODEL Chevrolet Silverado 1500SSV

ENGINE: 5.3L V8 355HP

PRICE INCLUDING TITLE FEE: **\$29,465.00**

Miles Per Gallon	
City	15
Hwy	20
Combined	17

CK10543

2021

Contract No:8200053669

Rogers Dabbs Chevrolet, Inc.

1501 W. Government Street

Brandon, MS 39042

Pat McCarthy

E-Mail:

maccars@rogersdabbs.com

Phone: 601.825.2277

Toll Free: 800.489.2070

Fax: 601.825.9031

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Summit White Satin Steel Met.
 Black Shadow Gray Met.
 Red Hot Northsky Blue Met.
 Silver Ice Met. Oxford Brown Met.

INTERIOR TRIM:

Jet Black Cloth
 Dark Gray Vinyl

ITEM REQ.
 List optional engines: OPTION DEALER OPTION
 CODE COST CODE

N/A			

NOTE: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE

Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Bumper, Rear Step		INC	
Clock, Digital		INC	
Headliner, Cloth		INC	
Radio, AM/FM		INC	
Driver & Pass Air Bag		INC	
Pwr Windows/Locks/Tilt/Cruise		INC	
Transmission, Auto		INC	
Trailer tow w/ 4 pin harness		INC	
Hands Free Capability		INC	
Front License Plate Bracket		INC	
Skid Plates	NZZ	\$136.50	
Chrome Front Bumper	V46	\$182.00	VJH
Chrome Rear Bumper	VJH	Inc w/ V46	
Aluminum Wheels	Q5U	\$318.50	
Dark Tinted Rear Glass	AKO	\$182.00	

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.

During City Manager Comments, a discussion was held between Mayor and Council regarding the agreement with the City of Gautier and Blackwater, LLC.

Councilman Vaughan made the motion to approve the extension of the preliminary agreement between the City of Gautier and Blackwater, LLC., as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Councilwoman Martin made the motion to Recess until February 16, 2021 at 6:30pm. Councilman Vaughan 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 February 16, 2021.

EXTENSION OF PRELIMINARY DEVELOPMENT AGREEMENT

On or about October 22, 2019, the City of Gautier (hereinafter, "the City") and Blackwater Development Company, LLC (hereinafter, "Developer") entered into an Preliminary Development Agreement relating to the development and redevelopment of real property designated therein as "the Property". A copy of the Preliminary Development Agreement (hereinafter, "the Agreement") is attached hereto as "Exhibit A", and is incorporated herein as if fully reproduced, word for word.

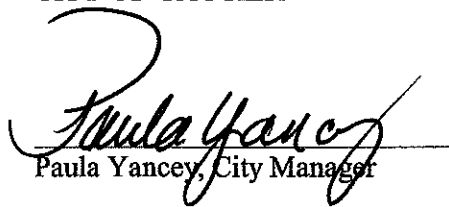
Pursuant to written extensions, the Agreement is currently set to expire on February 15, 2021. Based on the timing of the City's anticipated acquisition of the Property, the parties understand and agree that an extension of the Agreement will be necessary. Therefore, the City and Developer hereby amend and revise the Agreement to expire on March 15, 2021 in the fashion provided in the original Agreement. All other terms and provisions of the Preliminary Development Agreement are hereby incorporated, and shall remain in effect throughout the new duration.

The consideration for this extension shall be the continued obligations of the City and Developer under the original Preliminary Development Agreement for the additional period.

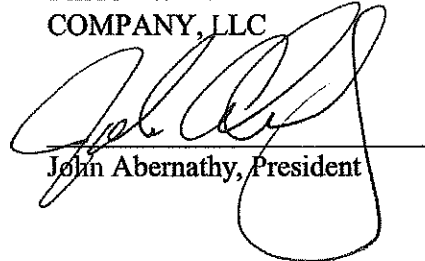
No other terms of the original Agreement are hereby modified or amended.

WITNESS OUR SIGNATURES this _____ day of January, 2021.

CITY OF GAUTIER


Paula Yancey, City Manager

BLACKWATER DEVELOPMENT
COMPANY, LLC

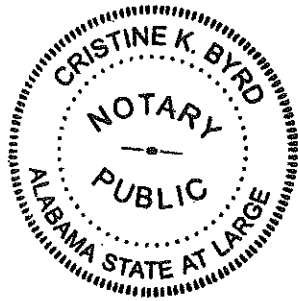

John Abernathy, President

STATE OF Alabama

COUNTY OF Jefferson

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of February, A.D., 2021.



Cristine K. Byrd

NOTARY PUBLIC

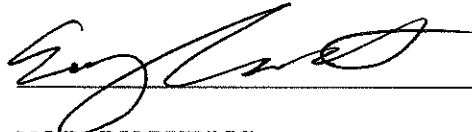
My Commission Expires: 06-04-23

STATE OF Mississippi
COUNTY OF Jackson

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of February, A.D., 2021.




NOTARY PUBLIC

My Commission Expires: May 6, 2022

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

February 16, 2021
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	☐
☐		☐		☐		☐		☐	

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

RESOLUTION NUMBER 000-2021

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 February 16, 2021.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Approval to renew the Agreement between the City of Gautier and Jackson County regarding Public Defender Services

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary: Approval to renew the Agreement between the City of Gautier and Jackson County regarding Public Defender Services

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 000-2021

WHEREAS, the City of Gautier requires the services of a public defender in municipal court to represent indigent defendants, as determined by the City Judge; and

WHEREAS, the City of Gautier and Jackson County entered an agreement of March 5, 2019 that public defender services would be provided by the County Public Defender's office; and

WHEREAS, this agreement must be renewed every two years; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the County pursuant to H.B. 35 (2002 reg. Sess); and

WHEREAS, the best interest of the citizens of Jackson County and the City of Gautier to renew the agreement regarding public defender services; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the agreement between the City of Gautier and Jackson County regarding public defender services is hereby approved.

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

Motion was made by **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 February 16, 2021.

**AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI
AND JACKSON COUNTY, MISSISSIPPI
REGARDING PUBLIC DEFENDER SERVICES**

This Agreement Regarding Public Defender Services (“Agreement”) is executed to be effective the 4th day of March, 2021, between the City of Gautier, Mississippi (“City”) and Jackson County, Mississippi (“County”).

WHEREAS, the City of Gautier requires the services of a public defender in municipal court to represent indigent defendants, as determined by the City Judge; and

WHEREAS, the Public Defender’s office of Jackson County has indicated it has the personnel and ability to provide public defender services to the City of Gautier municipal court; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

WHEREAS, the best interests of the citizens of Jackson County and the City of Gautier would be served if public defender services were provided by the County Public Defender office;

THEREFORE, Jackson County, through its Board of Supervisors, and the City of Gautier, through its Council, hereby agree that the Public Defender’s office of Jackson County will provide public defender services to the City of Gautier municipal court on Mondays when Court is in session, between 2:00 p.m. and 5:00 p.m., and for any continuing representation that may be required as a result of the public defender’s ethical obligations to those defendants represented in court.

THIS AGREEMENT will continue for a period of two years, unless the Board of

Supervisors notifies the City it is unable to continue to provide such services, or the City should decide it no longer desires said services. The parties may renew the Agreement by mutual agreement after review at the end of the original two-year period, upon execution of a new Agreement.

ATTEST:

JACKSON COUNTY, MISSISSIPPI

JOSH ELDRIDGE
CLERK OF THE BOARD

By: _____
MELTON HARRIS, JR., PRESIDENT
JACKSON COUNTY BOARD OF
SUPERVISORS

DATED: _____

ATTEST:

CITY OF GAUTIER, MISSISSIPPI

TERESA MONTGOMERY
CITY CLERK

By: _____
PHIL TORJUSEN, MAYOR

DATED: _____

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Authorization to approve the purchase for TLOxp services for the Gautier Police Department's Detective Division

Introduced by:
Contact Person/Telephone

Danny Selover 497-8007

Summary Explanation: Authorization to approve the purchase for TLOxp services for the Gautier Police Department's Detective Division

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 000-2021

WHEREAS, the Gautier Police Department is seeking authorization to purchase TLOxp services for the Detective Division; and

WHEREAS, TLOxp was built for investigating, tracking and locating criminals, suspects and fugitives to aid in resolving crime faster; and

WHEREAS, the purchase amount for TLOxp includes two (2) seats for a monthly fee of \$250.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to approve the purchase for TLOxp services for the Gautier Police Department's Detective Division in the amount of \$250.00 a month.

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 February 16, 2021.

TO: Paula Yancey
City Manager

FROM: Danny Selover
Chief of Police

THRU: Teresa Montgomery
City Clerk

DATE: February 5, 2021

REQUEST:

The Gautier Police Department is seeking Mayor & Council approval to purchase TLOxp service for the Detective Division. This service will assist in conducting background investigations for the department.

BACKGROUND:

TLOxp has changed the game by saving time and money for thousands of law enforcement agencies nationwide. TLOxp helps pinpoint investigative resources to aid in resolving crimes faster. It was built for identifying, tracking and locating criminals, suspects and fugitives. The service will provide access to powerful technology, analytics and data for more efficient and successful resolutions. TLOxp can help verify a subject's identity within seconds and deliver a detailed history while determining likely locations. TLOxp provides a "one stop" shop of vital information such as, social media accounts, contact information, vehicle registrations, known associates and criminal histories, at a glance.

DISCUSSION:

The Gautier Police Department, as well as the City of Gautier, will benefit from the use of this service. It is not only crucial from an investigators point of view, but can be utilized in the city's hiring practices. It will save time, reduce legwork and quickly locate suspects, allowing our investigators to stop wasting time following dead ends and quickly finding answers.

RECOMMENDATIONS:

The Mayor and City Council approve the purchase of this service, which includes, two (2) seats for a monthly fee of \$250.00.

TransUnion's TLOxp for Law Enforcement

Rely on fresh and actionable data,
powered by TransUnion



Point. Click. Find.

TLOxp® for Law Enforcement helps pinpoint investigative resources to aid in resolving crimes faster. Built for identifying, tracking and locating criminals, suspects and fugitives, this TransUnion Solution gives you access to powerful technology, analytics and data for more efficient and successful resolutions.

TLOxp for Law Enforcement has changed the game – saving time and money for thousands of law enforcement agencies nationwide. Now armed with advanced search and locate technology and a customized, user-friendly interface, TLOxp for Law Enforcement can help verify a subject's identity in seconds, deliver a detailed history and determine likely locations.

- **360° profile** – Instantly find addresses, phones, places of employment, criminal records, bankruptcies, liens, assets, relatives, associates and more.
- **Fresh** – Our most current data for personal and business histories helps identify and locate even hard-to-find subjects.
- **Speed** – Search through massive data repositories in seconds to find actionable information.
- **Efficiency** – Input any data, even just a fragment of information, and TLOxp narrows down your searches instantly, providing a full, comprehensive view.
- **Cost-effective** – Flexible options and competitive pricing.

SEARCH AND LOCATE FASTER – FREE DEMO

For more information and to schedule a free TLOxp demonstration, visit TLOxp.com/law-enforcement, call 800-856-5599.

Save time. Reduce legwork. Identify and locate subjects.

TLOxp for Law Enforcement saves time by aiding in exploring leads and exhausting possibilities in seconds to deliver actionable subject information and locations. Stop wasting precious time following dead ends and start finding answers you can trust.

TLOxp for Law Enforcement – Elevated search tools made for locating.

- **Advanced Expert Searches** – Enter a partial SSN, incomplete address, partial tag number or any fragment of information and TLOxp narrows your search to the fewest possible options.
- **License Plate Recognition** – Input tags and instantly see recent vehicle sightings and locations nationwide.
- **Drivers License Searches** – Advanced search capability, via expanded geographic coverage, providing more extensive data to link relationships with relatives, acquaintances and business associates.
- **Address Reports** – Run the complete history of any residential or business address to receive analytics-based rankings and right party contact for subjects.
- **Real-time phone carrier search**** – Access important mobile phone carrier details via the new real-time phone carrier search.
- **Quick-search** – When the clock is ticking, Quick-search enables you to immediately access critical information from the main page without incurring additional time and effort.

Control Access, Reports, Search Criteria And More.

TLOxp for Law Enforcement fits your needs – not the other way around. You set the access parameters, define search criteria, and decide who sees what and who doesn't. Then, create custom reports featuring your selected search criteria. Enjoy unmatched control to minimize user errors and enhance performance.

Training & Support

From login setup to help with reports, we deliver the industry's finest training and support services at no additional charge.

© 2017 TransUnion Risk and Alternative Data Solutions, Inc. All Rights Reserved.
TransUnion Risk and Alternative Data Solutions, Inc. is not a "consumer reporting agency," and the TLOxp® services do not constitute a "consumer report," as these terms are defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. ("FCRA"). The TLOxp® services may not be used in whole or in part as a factor in establishing an individual's creditworthiness or eligibility for credit or insurance, or employment, nor for any other purpose under the FCRA.

**Additional information about real-time phone carrier search:
Please note that the real-time phone carrier search is not included in flat rate or per seat pricing plans and is currently available on a transactional basis at a cost of \$0.30 per transaction.
Important information for administrators:
If you utilize user groups for managing users, you will need to activate the real-time phone carrier search for your users. This can be done easily by clicking My Account and then selecting the User Groups tab. Real-time phone carrier search is now available for selection.
If you do not utilize user groups, real-time phone carrier search is automatically available to your users. You may customize user access by setting up user groups. Additionally, you may restrict access to this search by clicking My Account and then selecting the Users tab.

TLOxp provides access to:

- 350+ million Social Security numbers
- Over 225 million employment records
- 17 billion vehicle registration and vehicle sighting records
- 4 billion phone records
- 4 billion address records
- 90+ million adult Millennials age 18–36
- 50 million people with so-called "thin files" who don't have traditional credit reports

SEARCH AND LOCATE FASTER – FREE DEMO

For more information and to schedule a free TLOxp demonstration, visit TLOxp.com/law-enforcement, call 800-856-5599.



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]



PRICING SHEET
to Pricing Supplement

"Agency": <u>Gautier Police Department</u> Agency ID: <u>6006920</u> TRADS Services: TLOxp® Online – Non Batch LE Per Seat. Effective Date: <u>02/12/2021</u> Supplement Term: <u>12</u> month(s) without auto-renewal.	Minimum Seats: <u>2</u> at \$ <u>125.00</u> per month, per seat. In no event shall the seats be reduced below the Minimum Seats. Additional Seat(s) Above Minimum Seats. Additional Seats will be charged at the same monthly per seat rate specified above. If Agency adds to the number of seats above the Minimum Seats during a billing period, the charges and transactions will be prorated. Reductions in Additional Seats will take effect from the first day of the next billing period. Monthly Transactions Per Seat: <u>Unlimited</u> The per seat pricing includes the number of Monthly Transactions Per Seat.		
EXCLUDED SEARCHES/REPORTS: The per seat pricing includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as Follows. Any searches and/or reports through API means of accessing the TRADS Services are excluded. Any of the following searches and reports, if checked below, are excluded. <table style="width:100%;"> <tr> <td style="vertical-align: top;"> ☒ Social Media Comprehensive Report ☒ Social Media Basic Search ☒ Super Reverse Phone Lookup ☐ Relationship Report ☒ Real-Time Phone Carrier Search ☒ Real-Time Incarcerations & Arrests Search </td> <td style="vertical-align: top;"> ☐ Comprehensive Report – Person ☐ Comprehensive Report – Business ☐ Locate/Asset Report ☐ Address Report ☐ Phone Report </td> </tr> </table> The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the per seat pricing. TRADS reserves the right to exclude future released searches and/or reports from the per seat pricing.		☒ Social Media Comprehensive Report ☒ Social Media Basic Search ☒ Super Reverse Phone Lookup ☐ Relationship Report ☒ Real-Time Phone Carrier Search ☒ Real-Time Incarcerations & Arrests Search	☐ Comprehensive Report – Person ☐ Comprehensive Report – Business ☐ Locate/Asset Report ☐ Address Report ☐ Phone Report
☒ Social Media Comprehensive Report ☒ Social Media Basic Search ☒ Super Reverse Phone Lookup ☐ Relationship Report ☒ Real-Time Phone Carrier Search ☒ Real-Time Incarcerations & Arrests Search	☐ Comprehensive Report – Person ☐ Comprehensive Report – Business ☐ Locate/Asset Report ☐ Address Report ☐ Phone Report		
TRANSACTIONAL OVERAGE PRICING: Transactions exceeding the Monthly Transactions Per Seat will be subject to TRADS's then-current fees and charges on a per Transaction basis, except as specified otherwise below and as subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the per seat pricing.			
"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report). "Per Seat" refers to a unique user id and password assigned to a specific Subscriber employee, which may not be transferred or shared with any other Subscriber employee or third party.			

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Gautier Police Department
Agency Name ("Agency")

Authorized Signature	Signature Date
<u>Jerry Killingsworth</u>	

Type or Print Name of Authorized Signer

ACCT# 6006920
 SS Rep: CB/BC
 NonAutorenew_Non Batch LE Per Seat
 Version 11.16.2020

CONFIDENTIAL

Page 2 of 2

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:

February 16, 2021

Title:

Approval to Renew and Extend the Agreement with Cogent Strategies, LLC

Introduced by:

Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Approval to Renew and Extend the Agreement with Cogent Strategies, LLC.

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 000-2021

WHEREAS, Cogent Strategies is a team of top-ranked government relations and strategic communications professionals; and

WHEREAS, the City has retained Cogent Strategies to assist in securing federal dollars for the City's infrastructure projects, specifically sewer repair and water treatment plant requirements; and

WHEREAS, the City previously extended the one-year agreement with Cogent Strategies, LLC on February 5, 2021; and

WHEREAS, the City hereby finds renewal and extension of this agreement through February 5, 2022 is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal and extension of the executed agreement with Cogent Strategies, on the same terms and conditions, is hereby authorized and approved; and

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 February 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: February 8, 2021
Subject: Approval to renew and extend the agreement with Cogent Strategies, LLC

REQUEST:

The City Manager requests to renew and extend the agreement executed February 23, 2018 and subsequently amended February 5, 2019 between Cogent Strategies LLC and the City of Gautier in order to extend the contract.

BACKGROUND:

Cogent Strategies has been instrumental in assisting the City of Gautier on both a state and federal level in 2020.

DISCUSSION:

Cogent Strategies, LLC agrees to extend the term of the Agreement through February 5, 2022. All other terms and conditions of the Agreement will remain in effect.

RECOMMENDATION:

The City Manager recommends that the City Council approve to renew and extend the agreement between the City of Gautier and Cogent Strategies, LLC.

The Council May:

1. Approve to renew and extend the agreement between the City of Gautier and Cogent Strategies, LLC;
- or
2. Not approve to renew and extend the agreement between the City of Gautier and Cogent Strategies, LLC

ATTACHMENTS:

1. Cogent Strategies Letter (Amendment to Agreement)

February 11, 2021

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

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019 and January 23, 2020 ("the Agreement") between Cogent Strategies LLC and the City of Gautier, hereinafter referred to collectively as "the Parties".

Summary and Terms of Representation

1. The Parties hereby agree to renew and extend the term of the Agreement through February 5, 2022.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:

On behalf of the City of Gautier

Date

On behalf of Cogent Strategies LLC

Date



January 23, 2020

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

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019 ("the Agreement") between Cogent Strategies LLC and the City of Gautier, hereinafter referred to collectively as "the Parties".

Summary and Terms of this Amendment

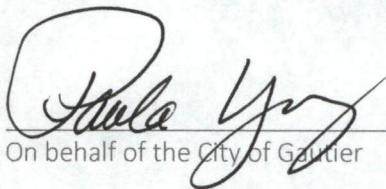
1. The Parties hereby agree to extend the term of the Agreement through February 5, 2021.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions please do not hesitate to contact me.

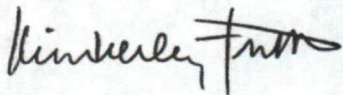
Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:


On behalf of the City of Gautier

2/4/2020
Date



On behalf of Cogent Strategies, LLC

1/23/2020
Date



February 5, 2019

Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 between Cogent Strategies LLC and the City of Gautier ("the Agreement"), hereinafter referred to collectively as "the Parties".

Summary and Terms of this Amendment

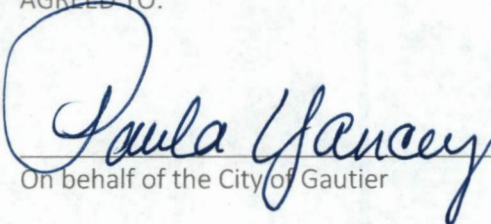
1. The Parties hereby agree to extend the term of the Agreement through February 5, 2020.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:


On behalf of the City of Gautier

02/05/2019
Date


On behalf of Cogent Strategies, LLC

2/14/19
Date

8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the its subject matter.
9. **Modifications and Amendments.** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.
10. **Assignment.** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
11. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
President & CEO

February 23, 2018

Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to confirm the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of the City of Gautier ("Gautier").

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, Cogent shall provide Gautier with government affairs representation before the federal government of the United States, as more fully described in the attached proposal dated January 10, 2018.
2. **Fees.** For all public affairs services rendered by the firm, Gautier shall pay Cogent a monthly fee of \$7,500. The first month's payment will be invoiced upon execution of this agreement. Payment information is as follows:

Bank Name: Chain Bridge Bank
Account Name: Cogent Strategies LLC
Routing #: 056009479
Account #: 2100134259
Remittance to: cferreira@cogent-strategies.com

3. **Expenses.** Out-of-pocket expenses such as local travel, long distance telephone charges, usage of Cogent's knowledge and technology resources, usage of Cogent's subscriptions to news and business information resources, courier, shipping and the like are billed to Gautier, at cost, as incurred. Cogent reserves the right to require prepayment for significant expenses prior to those costs being incurred.
4. **Payment Terms.** Cogent shall invoice Gautier monthly, in advance, with payment due within 30 days of Gautier's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, Cogent will cease all services until all outstanding invoices are paid in full.
5. **Term.** The term of this agreement runs from February 6, 2018 through February 5, 2019. During the term of this agreement, either party may terminate this agreement with 30 days' prior written notice.
6. **Compliance with Disclosure Regulations and Other Applicable Laws.** Cogent shall comply with any and all restrictions and requirements of the Lobbying Disclosure Act, and other applicable laws and regulations of the United States.
7. **Confidential Information.** Cogent will use all permissible efforts to protect privileged communications or other confidential information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above.

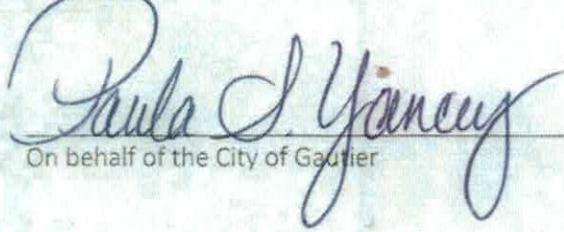
8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the its subject matter.
9. **Modifications and Amendments.** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.
10. **Assignment.** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
11. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

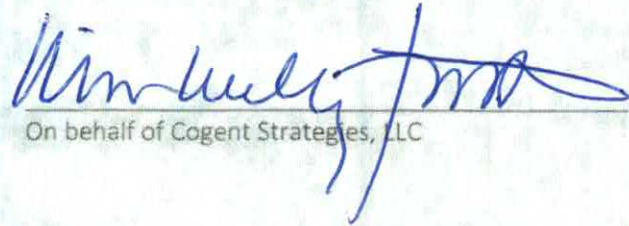
Sincerely,

Kimberley Fritts
President & CEO

AGREED TO:


On behalf of the City of Gautier

Date


On behalf of Cogent Strategies, LLC

2-23-18
Date

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:

February 16, 2021

Title:

Designate the Applicant's Agent for the City of Gautier's Hurricane Zeta projects as April Stennett, and authorize execution of the State-Local Disaster Assistance Agreement

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Designate the Applicant's Agent for the City of Gautier's Hurricane Zeta projects as April Stennett, and authorize execution of the State-Local Disaster Assistance Agreement.

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 000-2021

WHEREAS, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance to repair or replace damaged public facilities; and

WHEREAS, the Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent must be submitted for each disaster; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, April Stennett already serves as applicant agent on all other disaster projects; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that April Stennett will be designated as Applicant's Agent for the City of Gautier for Hurricane Zeta projects as of February 16, 2021, and the execution of the State-Local Disaster Assistance Agreement is hereby approved.

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

Motion was made by **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 February 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/8/2021
Subject: Designation of Applicant's Agent for Hurricane Zeta Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Zeta (4576) projects to April Stennett and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs.

The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Stennett is serving as applicant agent on all other disaster projects.

RECOMMENDATION:

City staff recommend that the Grants & Projects Director, April Stennett, be designated as the Applicant's Agent for the City of Gautier for Hurricane Zeta projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

- 1) Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
- 2) Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENTS:

1. State-Local Agreement 01.29.2021
2. PA-1 - Designation of Applicant Agent 2.12.2020



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4576 -DR-MS

APPLICANT FIPS #:

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Phil Torjusen

NAME (Print)

SIGNATURE

DATE

Applicant Agent:

April Stennett

NAME (Print)

SIGNATURE

DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4576-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: April Stennett

Official Title: Grants and Projects Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext. 315

Cell Phone: 228-219-8016

Email Address: astennett@gautier-ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Phil Torjusen

Title: Mayor

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 2/9/2021
Subject: Resolution to approve naming the Shepard State Park General Store the John O. Read General Store

REQUEST:

The Recreation Department would like to name the General Store at Shepard State Park the John O. Read General Store.

BACKGROUND:

The City of Gautier has managed Shepard State Park since 2013. The new Welcome Center will be the home for the reservation office and general store. The new center will be a great asset for the continued development of the park.

DISCUSSION:

Representative John Read has been instrumental in obtaining legislative funds and grants in support of Shepard State Park. John Read has served as a Mississippi House of Representative for District 112 since 1993 and served previously as a City Councilman and Mayor of the City of Gautier. The naming of the general store is an appropriate recognition for such a distinguished person.

RECOMMENDATION:

The Recreation Department recommends naming the Shepard State Park General Store the John O. Read General Store.

The City Council may:

1. Approve naming the Shepard State Park General Store the John O. Read General Store.; or
2. Not approve naming the Shepard State Park General Store the John O. Read General Store.

ATTACHMENTS:

1. Consent Agenda Item 7 - Resolution to approve naming the SSP General Store
2. Consent Agenda Item 7 - MEMO - Approval to name the Shepard State Park General Store

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Resolution to approve naming the Shepard State
Park General Store the John O. Read General
Store

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Resolution to approve naming the Shepard State Park General Store the John O. Read General Store

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI
TO APPROVE NAMING THE SHEPARD STATE PARK GENERAL STORE
THE JOHN O. READ GENERAL STORE**

RESOLUTION NUMBER 000-2021

WHEREAS, John O. Read served as a Mississippi House of Representative for District 112 since 1993; and

WHEREAS, Representative Read was previously a City Councilman and Mayor of the City of Gautier and

WHEREAS, through Mr. Read's tireless leadership, he has been very instrumental in obtaining legislative funds and grants in support of Shepard State Park; and

WHEREAS, the naming of the General Store located inside the Shepard State Park Welcome Center is an appropriate recognition for such a distinguished person; and

WHEREAS, the completion of the Sheppard State Park Welcome Center is a significant enhancement to the facilities at the park and marks the efforts to revitalize many of the capital improvements slated for the park, and

BE IT FURTHER RESOLVED, that the City Council of the City of Gautier approves the naming of the Shepard State Park General Store as the John O. Read General Store.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

Mayor Phil Torjusen	_____
Councilwoman At Large Mary Martin	_____
Councilman Cameron George	_____
Councilman Richard Jackson	_____
Councilman Casey Vaughan	_____
Councilman Rusty Anderson	_____
Councilman Adam Colledge	_____

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 16th day of February, 2021.

Phil Torjusen, MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 2/9/2021
Subject: Approval to name the Shepard State Park General Store the John O. Read General Store

REQUEST:

The Recreation Department would like to name the General Store at Shepard State Park the John O. Read General Store.

BACKGROUND:

The City of Gautier has managed Shepard State Park since 2013. The new Welcome Center will be the home for the reservation office and general store. The new center will be a great asset for the continued development of the park.

DISCUSSION:

Representative John Read has been instrumental in obtaining legislative funds and grants in support of Shepard State Park. John Read has served as a Mississippi House of Representative for District 112 since 1993 and served previously as a City Councilman and Mayor of the City of Gautier. The naming of the general store is an appropriate recognition for such a distinguished person.

RECOMMENDATION:

The Recreation Department recommends naming the Shepard State Park General Store the John O. Read General Store.

The City Council may:

1. Approve naming the Shepard State Park General Store the John O. Read General Store.; or
2. Not approve naming the Shepard State Park General Store the John O. Read General Store.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Approval of water and sewer adjustments dated
February 2021 in the amount of \$23,879.63

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated February 16, 2021 in the amount of \$23,879.63.

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 000-2021

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated February 2021 in the amount of \$23,879.63 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 16, 2021.

[illegible]

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Receive December 2020 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive December 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 000-2021

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 December 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 February 16, 2021.

DEC 2020 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,228,315.72
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	\$401,819.78
U S Justice Equitable Sharing	Depository Account	157-000-001	\$89,215.87
Fire Protection Fund	Depository Account	160-000-001	\$251,814.17
Tidelands Grant	Depository Account	171-000-001	\$25,511.15
Library Support Fund	Depository Account	172-000-001	\$2,036.28
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$71,731.01
USDA NRCS EWP Program	Depository Account	300-000-001	\$36,916.51
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	\$442,903.14
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$5,656.25)
Solid Waste Fund	Depository Account	404-000-001	(\$214,825.82)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,332,764.99
General Depository Reconciled Cash Balance			\$4,331,990.01

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$4,012.00
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$20,500.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,343,264.60
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			\$4,415,339.12
Enterprise Reconciled Cash Balance			\$4,412,989.87

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,098,481.08
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$155,204.44
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,457.96
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$30,405.13
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$30,405.13
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$492,124.95
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$3,553,730.25
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$38,565.31
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$7,038,885.91
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,064.52
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$253,795.00
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$820,602.05

Total Bond & Restricted Reconciled Cash Balances \$14,401,721.73

**DEC 2020
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2021	DEC 2020	Balance	25.00% % to date
General Fund Revenues	10,563,895.00	1,647,976.78	8,915,918.22	15.6%
Expenditures:				
001 Legislative	175,063.00	45,824.37	129,238.63	26.1%
010 City Court	315,216.00	56,727.72	258,488.28	17.9%
021 City Manager	250,300.00	50,611.08	199,688.92	20.2%
022 Human Resources	65,264.00	16,672.67	48,591.33	25.5%
030 Elections	32,000.00	0.00	32,000.00	
040 City Clerk	524,496.00	113,233.97	411,262.03	21.5%
060 City Attorney	130,000.00	30,000.00	100,000.00	23.0%
090 Economic Dev - Planning	424,516.00	94,959.79	329,556.21	22.3%
092 Building & General Expenses	681,600.00	341,020.93	340,579.07	50.0%
094 Grants & Project Admin	195,215.00	49,473.27	145,741.73	25.3%
100 Police	3,505,968.00	805,625.07	2,700,342.93	22.9%
161 Fire	2,701,172.00	664,293.62	2,036,878.38	24.5%
170 Recreation	606,740.00	125,899.56	480,840.44	20.7%
201 PW: Streets	341,000.00	43,171.14	297,828.86	12.6%
205 PW: Maintenance	248,272.00	59,423.09	188,848.91	23.9%
900 Interfund Transfers	850,529.00	0.00	850,529.00	
General Fund Expenditures	11,047,351.00	2,496,936.28	8,550,414.72	22.6%
<i>Total Operating Expenditures</i>	10,029,435.00	2,445,891.22	7,583,543.78	
<i>Total Capital Outlay Expenditures</i>	77,300.00	13,365.73	63,934.27	
<i>Total Debt Service</i>	90,087.00	37,679.33	52,407.67	
<i>Total Transfers Out</i>	850,529.00	0.00	850,529.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	2,496,936.28	8,550,414.72	
<i>Personnel</i>	7,753,948.00	1,902,364.84	5,851,583.16	
<i>Supplies</i>	493,467.00	68,862.09	424,604.91	
<i>Other Services</i>	1,782,020.00	474,664.29	1,307,355.71	
<i>Capital Outlay</i>	77,300.00	13,365.73	63,934.27	
<i>Debt Service</i>	90,087.00	37,679.33	52,407.67	
<i>Interfund Transfers for DS</i>	850,529.00	0.00	850,529.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	11,047,351.00	2,496,936.28	8,550,414.72	

**DEC 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of DEC 2020	Balance	25.00% % to date
020 Allen Road Widening				
Revenues	46,324.00		46,324.00	
Expenditures	46,324.00		46,324.00	
030 MDAH 2014 Community Heritage				
Revenues	0.00		0.00	
Expenditures	2,983.43		2,983.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	6,504,376.00	576.22	6,503,799.78	
Expenditures	7,795,740.10	191,334.00	7,604,406.10	2.4%
156 SE MS METRO TASK FORCE				
Revenues	0.00	110,356.00	(110,356.00)	
Expenditures	298,356.01	8,277.08	290,078.93	2.7%
157 US Justice Equitable Sharing				
Revenues	0.00	2,941.92	(2,941.92)	
Expenditures	86,273.95		86,273.95	
160 Fire Protection Fund				
Revenues	111,000.00		111,000.00	
Expenditures	189,097.30		189,097.30	
171 Combined Tidelands Grant				
Revenues	194,527.32		194,527.32	
Expenditures	219,488.27	18,399.80	201,088.47	8.3%
172 Library Support Fund				
Revenues	114,998.00	5,389.34	109,608.66	4.6%
Expenditures	114,998.00	3,353.06	111,644.94	2.9%
176 Shepard State Park				
Revenues	106,150.00	37,718.50	68,431.50	35.5%
Expenditures	141,548.00	22,426.82	119,121.18	15.8%
250 2018 W&S Bond Debt Service				
Revenues	301,563.00	75,039.45	226,523.55	24.8%
Expenditures	285,657.00	70,328.13	215,328.87	24.6%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,158.56	441.44	95.8%
Expenditures	1,263.00		1,263.00	
252 2019 W&S Bond Debt Service				
Revenues	387,144.00	98,098.84	289,045.16	25.3%
Expenditures	454,009.00	370,408.18	83,600.82	81.5%

**DEC 2020
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2021	As of DEC 2020	Balance	25.00% % to date
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,600.00	10,210.75	389.25	96.3%
Expenditures	844.00		844.00	
300 USDA-NRCS EWP				
Revenues	191,433.49		191,433.49	
Expenditures	235,350.00	7,000.00	228,350.00	2.9%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	808,000.00		808,000.00	
Expenditures	1,152,085.49	6,537.72	1,145,547.77	0.5%
304 Town Commons Park Project				
Revenues	937,360.98	233.04	937,127.94	
Expenditures	3,004,260.98	68,594.00	2,935,666.98	2.2%
305 S2019 MPI GO Bond Construction Fund				
Revenues	297,307.00	1,637.15	295,669.85	0.5%
Expenditures	350,390.37	6,326.65	344,063.72	1.8%
307 Bacot Park Improvements				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	1,605,750.00	22,426.33	1,583,323.67	1.3%
308 Boardwalk - Shepard State Park				
Revenues	444,909.00	331,552.72	113,356.28	74.5%
Expenditures	221,404.75	136,898.47	84,506.28	61.8%
309 Town Center Retail Dev Complex				
Revenues	5,520,000.00		5,520,000.00	
Expenditures	5,520,000.00	5,656.25	5,514,343.75	0.1%
350 Elevated Water Tank				
Revenues	0.00		0.00	
Expenditures	129,112.00	88,950.00	40,162.00	68.8%
352 2018 Bond General Construction/Admin				
Revenues	1,200.00	2,476.34	(1,276.34)	206.3%
Expenditures	1,334,486.36		1,334,486.36	
353 Hwy 57 Utility Line Relocation				
Revenues	229,805.70	40,579.31	189,226.39	17.6%
Expenditures	272,125.86		272,125.86	
355 Water Supply & Treatment Plant				
Revenues	1,324,486.36		1,324,486.36	
Expenditures	6,855,572.99	7,859.30	6,847,713.69	0.1%

**DEC 2020
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2021	As of DEC 2020	Balance	25.00% % to date
358 2019 Bond General Construction/Admin				
Revenues	1,500.00	860.15	639.85	57.3%
Expenditures	2,021.00		2,021.00	
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,959,077.40	32,473.00	1,926,604.40	1.6%
Expenditures	1,964,590.90		1,964,590.90	
404 Solid Waste Fund				
Revenues	1,562,400.00		1,562,400.00	
Expenditures	1,608,318.00	319,652.19	1,288,665.81	19.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52		47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	500.00	13.59	486.41	2.7%
Expenditures	504.00		504.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	0.00	253,795.00	(253,795.00)	

**DEC 2020
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2021	DEC 2020	Balance	25.00% % to date
Utility Fund Revenues	9,080,000.00	2,268,712.44	6,811,287.56	24.9%
Administration	2,991,714.00	689,819.57	2,301,894.43	23.0%
Water & Sewer O & M	3,736,370.00	815,399.45	2,920,970.55	21.8%
Debt Service	1,079,934.00	139,123.01	940,810.99	12.8%
Transfers	2,260,403.00	193,000.00	2,067,403.00	8.5%
Contingencies	300,000.00	0.00	300,000.00	
Utility Fund Expenditures	10,368,421.00	1,837,342.03	8,531,078.97	17.7%
<i>Total Operating Expenditures</i>	<i>6,597,584.00</i>	<i>1,504,950.22</i>	<i>5,092,633.78</i>	
<i>Total Capital Outlay Expenditures</i>	<i>130,500.00</i>	<i>268.80</i>	<i>130,231.20</i>	
<i>Total Debt Service</i>	<i>1,079,934.00</i>	<i>139,123.01</i>	<i>940,810.99</i>	
<i>Total Interfund Transfers</i>	<i>2,260,403.00</i>	<i>193,000.00</i>	<i>2,067,403.00</i>	
<i>Total Contingency Expenditures</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>1,837,342.03</i>	<i>8,531,078.97</i>	
 <i>Personnel</i>	 <i>422,375.00</i>	 <i>113,483.42</i>	 <i>308,891.58</i>	
<i>Supplies</i>	<i>270,000.00</i>	<i>24,649.02</i>	<i>245,350.98</i>	
<i>Other Services</i>	<i>5,905,209.00</i>	<i>1,366,817.78</i>	<i>4,538,391.22</i>	
<i>Capital Outlay</i>	<i>130,500.00</i>	<i>268.80</i>	<i>130,231.20</i>	
<i>Debt Service</i>	<i>1,079,934.00</i>	<i>139,123.01</i>	<i>940,810.99</i>	
<i>Interfund Transfers</i>	<i>2,260,403.00</i>	<i>193,000.00</i>	<i>2,067,403.00</i>	
<i>Contingencies</i>	<i>300,000.00</i>	<i>0.00</i>	<i>300,000.00</i>	
<i>Check Total</i>	<i>10,368,421.00</i>	<i>1,837,342.03</i>	<i>8,531,078.97</i>	

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Approval of Agreement with C-Spire for cellular and
WiFi service to patrol laptops to be installed in police
units

Introduced by:
Contact Person/Telephone

Captain David Bever 497-2486

Summary Explanation: Approval of Agreement with C-Spire for cellular and WiFi service to patrol laptops to be installed in police units

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 000-2021

WHEREAS, the Police Department will be installing laptops in its patrol units, which will serve an important and necessary service; and

WHEREAS, the laptops require cellular and WiFi service to remotely connect and communicate with the department servers and other law enforcement applications; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Agreement with C-Spire is hereby approved.

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

Motion was made by **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 February 16, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Captain David Bever, Police Department
Date: February 10, 2021
Subject: Authorization to Enter into an Agreement with C Spire for Wi-Fi Service

REQUEST:

The Police Department requests City Council authorization to enter into an Agreement with C Spire for Wi-Fi Service.

BACKGROUND:

The Gautier Police Department is in the process of outfitting patrol vehicles with laptop computers. The computers will need to connect to computer servers at the police station and NCIC (National Crime Information Center). The connection will be made through Wi-Fi cards assigned to each laptop.

DISCUSSION:

The cost for the service will be \$410.28 a month/\$4,923.36 annually. C Spire will include the Wi-Fi cards for free. Payment for the service is projected to be paid through the Wireless Communication Program. The funds in the Wireless Communication Program accumulate from the surcharge on 63 Violations, traffic tickets, we write and are held by the Mississippi Department of Public Safety.

RECOMMENDATION:

The Gautier Police Department recommends the City Council approve the City enter into an Agreement with C Spire for Wi-Fi Service.

ATTACHMENT(S):

1. C Spire Quote
2. C Spire Agreement

LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT (“Agreement”)

The Agreement is entered into on the date executed by Customer as set forth on the first page of this Agreement (the “Effective Date”), and it is by and between Cellular South, Inc., a Mississippi corporation doing business as C Spire (“C Spire”), and the Customer set forth on the first page of this Agreement (“Customer”). C Spire and Customer are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Services. Customer agrees to purchase wireless telecommunications equipment and services on the terms and conditions set forth herein and in the attached Exhibit A.
2. Term. The initial term of this Agreement shall be from the Effective Date and shall end two (2) years later (the “Initial Term”). At the end of the Initial Term this Agreement shall renew on a month to month basis (each a “Renewal Term”) until either Party provides the other Party with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the “Term.”
3. Liquidated Damages Termination Charges. If Customer purchases Equipment at less than the full retail price during the Term, then Customer’s failure to purchase Services for the twenty-four (24) month promotional period from the date of activation may result in Liquidated Damages Termination Charges as set forth in the Service Agreement set forth as Exhibit B hereto. Notwithstanding what is set forth in Exhibit B, C Spire agrees that no Liquidated Damages Termination Charges will apply if Customer terminates this Agreement due to lack of funding and Customer returns its Equipment to C Spire. C Spire also agrees not to impose Liquidated Damages Termination Charges if certain Customer employees retire or their job is eliminated during the promotional period and Customer wishes to terminate their Service, provided that Customer returns the Equipment to C Spire. The Equipment must be returned in reasonable condition for the waiver of Liquidated Damages Termination Charges to apply. For example, if all Equipment is returned in reasonable condition then no Liquidated Damages Termination Charges will apply. If only a portion of the Equipment is returned or a portion is returned in unreasonable condition, then only an equivalent proportion of the Liquidated Damages Termination Charges shall apply. Customer should send C Spire at least thirty (30) days written notice to msgov@cspire.com if Customer wishes to terminate this Agreement or terminate certain users for the reasons/exceptions set forth in this Section 3.
4. Notices. Any notice required by this Agreement shall be in writing and shall be given by (a) hand delivery, (b) certified or registered United States mail, return receipt requested and postage prepaid, or (c) via overnight courier service. Customer’s address for notices is set forth on the first page of this Agreement. C Spire’s address for notices is: C Spire, 1018 Highland Colony Parkway, Ridgeland, MS 39157, Attn: Sr. VP, Enterprise Markets. Notices are effective upon receipt. Either Party may change its address for notice by giving the other Party notice thereof in compliance with this Section.
5. Exhibits. Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply, and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Notwithstanding the foregoing, C Spire acknowledges that it shall provide Customer with the pricing set forth in Exhibit A for the Term. Further, Customer, by signing below, does also certify that the Service plans, Wireless Devices, and pricing attached hereto as Exhibit A has been reviewed by Customer and that Customer understands the Service plans, Wireless Devices, and pricing. Said Service plan(s) is herein incorporated by reference.

The Terms and Conditions attached hereto as Exhibit B are incorporated herein by reference, and Customer agrees to the terms of the Service Agreement by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

Should any terms contained within this Agreement or any exhibit attached thereto or made a part of the Agreement conflict with the terms set forth herein, then the terms herein shall control. No modification of this Agreement may be made absent notice of such modification to Customer and the parties executing an addendum to this Agreement.

6. No Assignment. No Party to this Agreement shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, provided, however, that C Spire may, without the prior consent of Customer, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or voting stock to another entity provided said entity assumes all of C Spire's obligations hereunder.

Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties and supersede any prior agreements or understandings between the Parties whether written or oral.

Exhibit B Terms and Conditions

DEFINITIONS: "Agreement" means this Service Agreement, these Terms and Conditions, and all provisions maintained at www.cspire.com that set forth the manner in which we provide Wireless Devices and Service to Customers, such as rate plans, access charges, fees, taxes, and surcharges, and the Wireless Device(s) Customers have selected. "Customer" means such individual customer or entity who agrees to the terms of this Agreement (Customer may also be referred to herein as "you" or "your"). "Service" shall mean any and all types of services purchased from or furnished by or through C Spire or its affiliates including, but not limited to, voice, data, video, broadband services and transmission services, whether provided via wireless, VoIP, time division multiplexing, broadband connection, or other transmission medium. "Wireless Device" shall mean the cellular/wireless telephone, smartphone, personal digital assistant, laptop computer, tablet, and/or other device or equipment, including, but not limited to, accessories, that Customer has purchased or which have been furnished to Customer through lease by C Spire, a third party, or otherwise.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THEIR WIRELESS DEVICE MAY INCLUDE ONE OR MORE FEATURES WHICH PREVENT CUSTOMER'S USE OF THE WIRELESS DEVICE AS A HOME CUSTOMER OF ANY OTHER CARRIER AND THAT C SPIRE HAS NO OBLIGATION TO DEACTIVATE THIS FEATURE OR TO MAKE ANY CHANGE TO THE WIRELESS DEVICE TO ALLOW CUSTOMER TO USE IT AS A HOME CUSTOMER OF ANOTHER CARRIER IN THE EVENT CUSTOMER DEACTIVATES SERVICE WITH C SPIRE. CUSTOMER HEREBY RELEASES C SPIRE ~~AND AGREES TO INDEMNIFY AND HOLD C SPIRE AND C SPIRE'S SUPPLIERS HARMLESS~~ FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OR RESULTING FROM THE PRESENCE, USE, OR ACTIVATION OF SUCH FEATURES ON CUSTOMER'S WIRELESS DEVICE.

GENERAL: Customer understands and agrees that Service is rendered to Customer and any user of Customer's Wireless Device under this Agreement and under the terms and conditions and in accordance with C Spire's or its affiliate's applicable state and federal tariffs relating to Services provided under this Agreement ("Tariff") current at the time Service is provided, and the terms of this Agreement are controlled by and subject to said Tariff and lawful changes in said Tariff. A copy of the Tariff is available for review upon written request and is incorporated herein by reference. This Agreement shall become effective on the date that C Spire accepts this Agreement and shall continue in effect until terminated as herein provided. C Spire may accept this Agreement by providing Service to Customer.

Customer agrees and acknowledges that C Spire may refuse to accept this Agreement if C Spire believes that Customer may be unable to perform in whole or in part, the obligations hereunder. Customer waives notice of acceptance. Except as otherwise expressly provided herein, this Agreement shall automatically renew from month to month absent notice to the contrary delivered by one party to the other party. In any event, Customer remains responsible for all outstanding charges for the period that Service was rendered.

Amendments to this Agreement must be in writing and signed by both parties, except that amendments may be tendered with thirty (30) days' notice to Customer (included with a bill or otherwise) and use by Customer of Service after such notice period shall be construed as and be acceptance of such amendment. C Spire may cancel a Service plan upon thirty (30) days' notice at any time.

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"): Services purchased by Customer under this Agreement may be provided by C Spire or any of C Spire's affiliates. If Customer is purchasing multiple categories of Services under this Agreement or another agreement, i.e. wireless Service and VoIP Service, then Customer's CPNI (as defined in 47 U.S.C. § 222(h)(1)) will be shared between C Spire and its affiliates as necessary to provide all the categories of Services ordered by Customer as permitted by 47 C.F.R. § 64.2005(a)(1).

SERVICE CHARGES: Upon activation of postpaid Service with C Spire, Customer's first bill for Service will reflect a pro-rated Service fee for the current month plus the monthly Service fee for the following calendar month. Thereafter, Customer is billed each month for the next month's Service fee in advance. The prepaid monthly Service fee is not refundable. The pro-rated Service fee for the month in which Service was activated is calculated as follows: the monthly Service fee for the Customer's plan multiplied by a fraction the numerator of which is the number of calendar days from the date of Service activation until the end of the calendar month, and the denominator of which is the number of days in the particular month Service was activated.

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Unless terminated by C Spire for Customer's default or another reason specified in this Agreement, C Spire will continue to provide Service to Customer through the end of the calendar month for which Customer has paid its monthly Service fee. Subject to Customer's obligation to pay any applicable Liquidated Damage Termination Charges, Customer may terminate Service at any time, but C Spire shall have no obligation to refund any unused portion of the prepaid monthly Service fee if Customer elects to terminate Service prior to the end of period for which Service has been paid for by Customer.

APPLICABLE LAW: Customer agrees that this Agreement shall be governed by the laws of the State of Mississippi without reference to its conflict of laws provisions. To the extent permitted by law, the terms of this Agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this Agreement that does not comply with that law shall not be effective. If any provision of this Agreement cannot be lawfully enforced, such provision shall be deemed severed from this Agreement and shall not affect the enforceability of the remainder of the Agreement.

DEFAULT: Customer shall be in default of this Agreement if any one or more of the following occurs: (a) Customer fails to make payments on time or in the amount due; (b) Customer dies, is declared incompetent, or becomes insolvent (either because Customer's liabilities exceed Customer's assets or because Customer is unable to pay Customer's debts as they become due); (c) Customer fails to keep any promise contained in this Agreement, credit application, or any other agreement with C Spire; (d) Customer makes any statement or provides any information that is untrue or inaccurate at the time it was made or provided; (e) Customer fails to provide any additional deposit C Spire may require; (f) any legal entity (such as a partnership or corporation) that has agreed to pay for the Service rendered merges, dissolves, reorganizes, terminates its business or existence, or a partner or majority stockholder dies or is declared incompetent; (g) any fact appears or event occurs that causes C Spire to consider itself insecure, or the prospect of payment, performance, or realization or performance of this Agreement is impaired; or (h) Customer exceeds Customer's credit limit.

REMEDIES: If Customer is in default under this Agreement, C Spire has the following remedies: (a) C Spire may, without prior demand or notice, set-off any outstanding balances against any deposit or monies held by C Spire for Customer's account, or any right Customer has to receive money from C Spire, ~~and Customer agrees to indemnify and hold C Spire harmless from and against any and all claims arising out of or related to C Spire's exercise of its right to set-off;~~ (b) C Spire may require an additional deposit or require that other parties be obligated to pay for the Service rendered under this Agreement (or both) as a condition of waiving, for any period of time, any other remedy C Spire may have; (c) C Spire may suspend Service under this Agreement until such time as Customer cures Customer's default as defined above; (d) C Spire may use any remedy given to C Spire under this Agreement; and (e) C Spire may use any remedy available to it under applicable law. C Spire does not waive its right to later use any other remedy that C Spire may have under state or federal law by choosing any one or more of these remedies. C Spire does not waive a default if it chooses not to use any remedy, and by electing not to use any remedy, C Spire does not waive its right to later consider the event a default and to immediately use any remedies if a default continues or occurs again.

PAYMENT BY CHECK: If Customer tenders a check or any equivalent thereof in payment of any obligation under this Agreement, which is returned due to insufficient funds in the account for payment upon presentation, and C Spire is charged a fee or service charge as a result of such return, Customer agrees that C Spire is authorized to add the actual amount of the fee or service charge (up to the maximum amount allowed by law) to the amount due under this Agreement. In event of a returned check or equivalent thereof, Customer also agrees to pay a \$30.00 returned check charge. Customer agrees that C Spire is not responsible for any unauthorized payments on Customer's account with C Spire, whether by check or otherwise.

CREDIT INFORMATION: Customer agrees to provide to C Spire, upon request, any credit information C Spire may deem necessary. Customer warrants that all credit information Customer provides to C Spire is accurate, correct, and complete, and becomes a part of this Agreement. Customer authorizes C Spire to conduct an investigation into Customer's creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks, and lending institutions concerning Customer's creditworthiness from time to time as C Spire deems necessary or justified. Customer understands and agrees that from time to time C Spire may receive credit information concerning Customer from others and furnish credit and experience information regarding this Agreement to others seeking such information. Customer agrees that C Spire may terminate this Agreement in the event C Spire determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient adequate assurance of payment to C Spire. Customer agrees that C Spire shall not be liable for any claim arising from the use of information provided to C Spire by others or for providing such information to others.

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LIMITATION OF C SPIRE'S LIABILITY: Customer understands that alternative and competing telecommunications carriers are available to Customer; interruptions or irregularities in the Service may occur; any potential harm from interruptions or irregularities in the Service is speculative in nature; C Spire cannot offer the Service at rates which reflect its value to each Customer; and C Spire assumes no responsibility other than that contained in this Agreement. Accordingly, Customer agrees that, except as limited by law, C Spire's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service, or the transmission of Service provided by C Spire or any other carrier or provider of third party software or applications, or for losses or damages arising out of the failure of C Spire or any carrier or any provider of third party software or applications to maintain proper standards of maintenance and operation shall be as set out in the Tariff and this Agreement, and in the case of third party applications or software, such other terms and conditions as may be posted from time to time at www.cspire.com.

Without limiting the scope of the Tariff, it is noted that the Tariff provides, in part, and Customer agrees that the Service furnished by C Spire, in addition to the limitations set forth proceeding, is also subject to the following limitations: (a) the liability of C Spire for damages and/or losses arising out of mistakes, omissions, interruptions, delays, errors, and defects in transmission, or failures or defects in facilities furnished by C Spire occurring in the course of furnishing Service and not caused by the negligence of the Customer, shall in no event exceed the proportionate charge to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defect in facilities occurs or exists; and (b) no Customer shall have any right to, and C Spire shall not be liable for, consequential or incidental damages irrespective of whether C Spire has been notified of the possibility of such damages because of such mistakes, omissions, interruptions, delays, errors, failures, or defects in transmission.

DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES: Customer acknowledges and agrees that C Spire is not the manufacturer of the Wireless Device and C Spire, except as limited by law, hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the Wireless Device and Service (whether purchased or leased by Customer from C Spire or another party), including, but not limited to, any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. C Spire, to the extent permitted by law, assigns to Customer any and all manufacturers' warranties relating to the Wireless Device(s) furnished to the Customer, and Customer acknowledges receipt of any and all such manufacturers' warranties. Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the Wireless Device(s), including manufacture or design, shall be against the manufacturer of the Wireless Device(s) under the manufacturers' warranties and that C Spire shall have no liability to Customer in any event for any losses, damages, injuries, or expenses of any kind or nature related directly or indirectly to the Wireless Device(s) or Service provided hereunder. Without limiting the above, C Spire shall have no liability or obligation to Customer, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by Customer, such as, but not limited to, claims for damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by Customer directly or indirectly resulting from or related to any Wireless Device or Service, irrespective of whether C Spire has been notified of the possibility of such damages, whether or not caused by C Spire's negligence, to the full extent same may be disclaimed by law. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply. C Spire may also have other legal rights which vary from state to state.

RELEASE: Customer agrees to and hereby does release C Spire, its affiliates, and each of their shareholders, members, officers, directors, agents, and employees ("C Spire's Releasees"), to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorneys' fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the Wireless Device or Service or used in conjunction with such Wireless Device or Service and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the Wireless Device or Service, or arising by operation of law, including without limitation, claims based upon strict products liability doctrine, to the extent such claims are not based on the grossly negligent acts or omissions of C Spire, its affiliates, or their agents or employees. This release shall apply to the extent stated above even where C Spire is found to have been substantially at fault or to have actively engaged in conduct which substantially contributed to the injury suffered by Customer, and C Spire's assertion of this release as a whole or partial defense to any claim by Customer shall not be barred by fault or active negligence on the part of C Spire.

INTELLECTUAL PROPERTY: Customer agrees not to infringe, misappropriate, or injure the intellectual property rights of C Spire or any third party. Except for a limited license to use the Service or Wireless Device, Customer's purchase of a Wireless Device or Service does not grant Customer any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of C Spire or any third party related to the Wireless Device or Service. Customer agrees that a violation of this section harms C Spire, which cannot be fully redressed by money damages, and that C Spire shall be entitled to immediate injunctive relief in addition to all other remedies available.

PRIVACY: C Spire is not liable for any lack of privacy Customer experiences using the Service. Customer hereby consents to the monitoring and/or recording of calls from Customer to C Spire and the use of automatic equipment to contact Customer regarding Customer's account. Customer hereby consents to C Spire's disclosure of information about Customer's account to: (a) any person claiming to be the Customer who is able to provide the following correct Customer information: Customer's name, address, social security number and the assigned number for Service, and such person may make changes to the account; and (b) any person(s) or entity as required by any request made pursuant to a subpoena or court order appearing proper on its face.

LOCATION BASED SERVICES: C Spire generally knows the location of Customer's Wireless Device when it is outdoors and turned on. By using various technologies to locate Customer's Wireless Device, C Spire may provide enhanced emergency 911 services where local government entities have installed the equipment necessary to provide such services and optional location-sensitive services provided by us or a third party. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access Customer's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that Customer purchases from C Spire may provide more information about how location information is used and disclosed. Use of some location-sensitive services may require network coverage. If any Wireless Device on Customer's account uses a location-sensitive service, Customer (the account holder) authorizes the end user to download, access and use location-sensitive services and agrees to clearly and regularly notify the end user of Customer's Wireless Device that his or her location may be tracked or discovered. C Spire may also use location information to create aggregate data from which Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring.

411 INFORMATION: In some cases, C Spire's directory assistance service (411) will use the location of a Wireless Device to deliver relevant customized 411 information based upon Customer's request for a listing or other 411 service. By using this directory assistance service, Customer is consenting to C Spire's use of Customer's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

911 OR OTHER EMERGENCY CALLS: When making 911 or other emergency calls, Customer should always be prepared to provide location information. 911 operators may not know Customer's phone number or have information about Customer's location. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service, where enabled by local emergency authorities, uses GPS technology to provide location information. If Customer is porting a phone number to or from C Spire, C Spire may not be able to provide Customer with some Services, such as 911 location services, while the port is being implemented. If Customer's device is indoors or for some other reason cannot acquire satellite signal, Customer may not be located. Calling 911 through a Wi-Fi service is not the same as traditional 911 calling and may be limited due to certain circumstances including, but not limited to, relocation of equipment, internet congestion, loss of electrical power, connection failures, failure to register location, and other factors. **C Spire is not responsible for failures to connect or complete 911 calls or if you fail to provide location information or you provide inaccurate location information.**

PROMOTIONAL OFFER CONTRACT: C Spire, in its sole discretion, may from time to time make Wireless Devices or Services available for purchase at a special price or free of charge, subject to Customer's agreement to the terms of a Promotional Offer Contract ("POC"). Customer acknowledges and agrees that if Customer has deactivated Service within the last thirty (30) days, Customer is ineligible for a POC. If Customer is eligible for a POC and activates any Wireless Device or Service which is subject to a POC (referred to below as a "Promotional Wireless Device or Service") or executes any POC (including but not limited to by electronic

02364552

signature or by use of an electronic signature pad) then in addition to the terms and conditions above, Customer acknowledges and agrees as follows:

- (a) Customer has purchased the Promotional Wireless Device or Service at a special price or has received it free of charge, as applicable;
- (b) Customer shall activate Service for the Promotional Wireless Device or Service (if not already activated);
- (c) Customer shall not deactivate Service for the Promotional Wireless Device or Service for a period of not less than twenty-four (24) months. If Customer does not need to activate new Service to use the Promotional Wireless Device or Service, but instead uses the Promotional Wireless Device or Service in addition to or with Customer's existing Service (*i.e.*, as an upgrade or replacement) then Customer agrees that any prior Service Agreement for such existing Service is hereby amended and replaced in its entirety by this Agreement and the POC;
- (d) If Customer is activating new Service for the Promotional Wireless Device or Service and Customer has existing C Spire Service for other Wireless Devices, Customer shall not deactivate any existing Service for other Wireless Device(s) before the expiration of the remainder of the term of the existing Service Agreement applicable to such Wireless Device(s) (including any applicable prior POC) or for a minimum of three (3) consecutive months from the effective date of this Agreement, whichever is longer; and
- (e) Failure to maintain Service with C Spire for the period or periods set forth above shall result in a Liquidated Damage Termination Charge ("LDTC") to Customer in addition to any other contract damage caused by such termination. The LDTC shall be prorated based on the period of time you continue to use and pay for the Service. The LDTC shall be one or more of the following, as applicable: (i) One Hundred and Eighty Dollars (\$180) for the Promotional Wireless Device (other than smartphones, netbooks, data cards, or laptop computers) or Service, and/or (ii) Three Hundred and Sixty Dollars (\$360) for Promotional Wireless Devices that are smartphones, netbooks, data cards, or laptop computers, as applicable.

THIRD PARTY APPLICATIONS: In addition to this Agreement, third party applications and software available in connection with the Service and/or a Wireless Device may be subject to other terms and conditions, which are posted from time to time on C Spire's Web site at www.cspire.com. Customer's use of BREW and BREW Applications, including but not limited to MobiTV, is subject to the BREW End User License Agreement, which is contained in Appendix A to this Agreement and is incorporated herein. Unless expressly granted herein, neither C Spire nor any provider of any third party application grants any license in any software technology or other intellectual property to Customer.

INFORMATION/CONTENT: Certain information or content may be provided through the Service by independently owned and operated content providers or service providers who are subject to change at any time without notice. C Spire is not a publisher of third-party content and will not be responsible for any information or services provided by such third parties. These third parties may impose additional charges (on top of regular Service charges levied by C Spire) for certain content. As the user of such services Customer is bound by the third parties' policies when Customer visits their respective sites or uses their services. It is Customer's responsibility to read the rules or service agreements of each content or service provider as well as to understand any and all billing practices which are stated by the content or service provider. Any information Customer involuntarily or voluntarily provides third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by C Spire or any content providers or other third party. Delays or omissions may occur. Neither C Spire nor its content providers, service providers or other third parties shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service.

CONTENT BLOCKING/FILTERING APPLICATIONS: Certain third party applications and/or features may be made available to you which allow you to block and/or filter certain types of content from being sent to your Wireless Device. Your use of such applications is pursuant to the terms and conditions of this Agreement and any applicable license and/or agreement of the third party application provider. C Spire makes no warranty or representation regarding the operation of the applications and/or features or their ability to successfully filter the types of content you have chosen for filtering. You assume the risks of using such applications and/or features and agree to hold C Spire harmless from any alleged damage caused by your use of such applications and/or features. Neither C Spire nor the third party application/feature provider shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by your use of the content blocking/filtering application/feature.

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CAMERA/PICTURE MESSAGING: Camera/Picture messaging devices are prohibited in some places. Customer is solely responsible for complying with all applicable laws, rules, regulations and policies regarding Camera/Picture Messaging and BREW-enabled Wireless Device use. Whenever Customer uses Picture Messaging, or downloads, installs and/or uses any of the BREW Applications, Customer agrees not to: (a) violate any applicable law, rule, or regulation; (b) harass, offend, threaten, embarrass, distress, or invade the privacy of any individual or entity; (c) provide false information or impersonate another person; and/or (d) take any action that infringes upon any third party's copyright, trademark, patent, or other intellectual property right(s). C Spire may, without prior notice, take any action it deems necessary, including, without limitation, removing or deleting Applications or Pictures and restricting or limiting use of the Service, for proper administration of Service. C Spire is under no obligation to monitor use of Picture Messaging or BREW Applications, but it may do so to: (y) comply with applicable laws, rules and regulations or orders of courts or governmental agencies with proper jurisdiction; and/or (z) operate the Service properly or protect Customer or other customers. In the event Customer provides C Spire, or its affiliates, contractors or agents, with feedback, data, answers, questions, comments, suggestions, plans, ideas or other information, such information shall be deemed to be non-confidential and C Spire shall be free to reproduce, disclose, distribute, or use such information without restriction.

EXPORT REGULATION: Customer acknowledges that software, information, and technology downloaded (collectively, "technology") may be subject to certain United States export regulations and import regulations in other countries and that Customer is responsible for complying with such relevant regulations. Customer agrees to comply with all export or import regulations and laws both foreign and domestic, including, but not limited to, the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations ("EAR," 50 C.F.R. Parts 730-774). Customer further specifically agrees, unless expressly authorized by law, not to export or re-export the technology to any country, person, entity, or end user subject to United States export controls or under United States embargo. Customer further represents that no United States federal agency has suspended, revoked, or denied its export privileges.

~~**INDEMNIFICATION:** Customer agrees to indemnify and save C Spire harmless from liability for libel, slander, or infringement of copyright resulting from Customer's transmissions over C Spire's facilities; from claims for infringement of patents arising from use of Customer-owned Wireless Device, apparatus and systems in combination with facilities of C Spire; from all other claims arising out of any act or omission of Customer in connection with the use of facilities provided by C Spire; and from Customer's failure to comply with the terms of this Agreement.~~

SERVICE AVAILABILITY AND ACCESS/COVERAGE: C Spire does not guarantee network availability. LTE, EVDO and 1X data coverage areas may vary from voice coverage areas. LTE and EVDO networks only available in select markets. Coverage map(s) are available at a C Spire store or online at www.cspire.com. LTE download and upload speeds are only available on the C Spire LTE network. EVDO download and upload speeds are only available on the C Spire EVDO network. Actual download and upload speeds can depend on Wireless Device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may also be impacted by transmission limitations, terrain, in-building/in-vehicle use, and capacity constraints.

PROHIBITED AND PERMISSIBLE USES:

Nature of your Service. Your Service is intended and offered only for use in a manner consistent with the nature of the Service to which you have subscribed. Accordingly, except to the extent that you have subscribed to a commercial Service plan, you agree to use your Service primarily for your own personal, household, or family purposes, and you agree not to use your Service for any of the following: (a) resale; (b) as a substitute for private lines or dedicated data connections; (c) in conjunction with applications or devices which aggregate usage from multiple sources prior to transmission to our network such as Wi-Fi hotspots, tethers, Bluetooth®, or any other optic, wired, or wireless technology connecting computers or other equipment, unless all such sources are located within your household or belong to you or other persons covered by your Service plan; or (d) to generate revenue from conference calling or forwarding of traffic (i.e. "traffic pumping"). If you have subscribed to a commercial or custom Service plan the foregoing uses are permitted only to the extent explicitly allowed under the terms of such Service plan.

Harmful uses; unwanted traffic. You agree not to use your Service in any manner or for any purpose that is, or we reasonably determine may be, harmful to C Spire, its network, or other users including, but not limited to: (a) any activity that adversely affects the ability of other people or systems to access or use either our wireless Services or other parties' Internet-based resources; (b) attempted hacking of our network or any other user's device; (c) intentionally uploading or sending viruses, worms, malware, corrupt files, Trojan horses, time bombs, or any other similar data, applications, or software which may harm another user, another user's Wireless Device, or C Spire's network; (d) denial of service attacks; or (e) the connection or use of any devices which have the potential to harm or degrade the C Spire network or Services, except as may be specifically allowed by federal law. You also agree not to intentionally transmit unwanted, malicious, or harmful traffic such as: spam, phishing, stalking, harassing, or threatening transmissions, or any other use that generates complaints by other network or Internet users or may expose C Spire to liability to third parties.

Unlawful use or purpose. You agree not to use the Service in any manner or for any purpose that is or reasonably might be held to be unlawful including, but not limited to, child pornography, violating any patent, copyright, trademark, or other intellectual property rights, or to commit a crime.

Without limiting any other provision of this Agreement, if you violate this section C Spire may suspend or terminate your Service without prior notice and, if your Service is terminated, bill you for any Liquidated Damage Termination Fee. In addition, C Spire may block unlawful or harmful traffic or traffic that exceeds the buckets, data passes, or other allowances provided under the Service plan to which you have subscribed.

REASONABLE NETWORK MANAGEMENT: C Spire's Service is provided to you over a network that has finite capacity that is shared with C Spire's other users. Accordingly, we may engage in reasonable network management to ensure that all users have reasonable and equitable access to our network. For example, Service is not intended to provide full-time connections and the connection may be discontinued after a significant period of inactivity. Further, C Spire reserves the right to limit throughput speed or amount of data transferred at times of network congestion. Network management will be conducted in accordance with applicable rules and regulations.

SECURITY: C Spire does not guarantee data security. Data encryption may be available with some, but not all, Service furnished by C Spire. C Spire assumes no responsibility for confidentiality of e-mail or other confidential or proprietary information accessed through the Service and/or with Wireless Device. It is solely Customer's responsibility to ensure use of the Service and Wireless Device complies with applicable IT or security procedures established by Customer or Customer's employer.

SUSPENSION/TERMINATION OF SERVICE: C Spire may, without notice, suspend or terminate Service at any time for any reason including, but not limited to: (a) failure to maintain an appropriate account balance for applicable charges; (b) harassing or threatening C Spire employees or agents; (c) providing false information; (d) interfering with C Spire operations; (e) using Services in violation of this Agreement or applicable law; (f) breach of this Agreement; (g) modifying Wireless Devices; or (h) as necessary to protect C Spire's network or customers.

ASSIGNMENT: This Agreement and any contractual rights or remedies available to C Spire hereunder shall be freely assignable, in whole or in part, by C Spire. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of C Spire. Any such transfer without the consent of C Spire is void.

PERCS UPGRADES FEATURE: C Spire, in its sole discretion, may offer Customers the ability to add the PERCS Upgrades feature to their account. PERCS Upgrades provides eligible Customers the ability to upgrade their Wireless Device with no device replacement fee after making approximately twelve (12) consecutive monthly installment payments totaling Two Hundred and Forty Dollars (\$240).

To be eligible to participate in PERCS Upgrades, you must: (a) have a C Spire Customer Service Agreement with postpaid voice and data service that is in good standing; (b) be a member of C Spire's PERCS Rewards Program; and (c) must activate PERCS Upgrades within thirty (30) days of your purchase of a Wireless Device from C Spire. An account is deemed to be in good standing if it is current in the balance owed and is otherwise not in any violation of any other terms, conditions, policies or agreements you may have with C Spire, as determined by C Spire in its sole discretion. PERCS Upgrades is not currently available for prepaid

Customers, or for the purchase of tablets. Some Wireless Devices may not be eligible for purchase under PERCS Upgrades.

You agree that by enrolling in PERCS Upgrades, you will pay a total of Two Hundred and Forty Dollars (\$240) over a period of approximately for twelve (12) consecutive months. Payment amounts and the number of monthly installments may vary slightly from month to month based upon factors such as your current billing cycle and the date on which the PERCS Upgrades feature was added to your account. After you have paid Two Hundred and Forty Dollars (\$240) over approximately twelve (12) consecutive months you will be eligible to purchase a new Wireless Device at a discounted price, subject to your PERCS Rewards Status. See cspire.com/percsterms for more details. Sales tax applies to the purchase of all Wireless Devices at the time of sale.

You acknowledge the PERCS Upgrades feature does not modify your obligations under the POC or this Agreement. If you disconnect Service, voluntarily withdraw from PERCS Upgrades, are removed from the program due to suspended or terminated Service, or by failing to remain in good standing, all fees due under your POC, including LDTCs, remain applicable, and all installments paid for the PERCS Upgrades feature are non-refundable.

If you choose to upgrade before paying Two Hundred and Forty Dollars (\$240), then all received PERCS Upgrades installment payments may be applied to your upgrade, however, you will not receive a discounted price on a new Wireless Device. You may not accelerate payments to receive a discounted upgrade under the PERCS Upgrade feature prior to twelve (12) months from your enrollment.

You acknowledge that: (i) PERCS Upgrades feature is not a lease; (ii) you own your Wireless Device under this Agreement; and (iii) you are responsible for any loss, theft or damage to your Wireless Device. Insurance and other programs are available for purchase from C Spire.

ADDITIONAL TERMS FOR PREPAID CUSTOMERS:

MONTHLY SERVICE PLANS: To use C Spire's prepaid Service you must prepay for a monthly Service plan and have sufficient funds in your account to cover the charges for any additional Services you use (i.e. roaming, directory assistance, download fees, etc.). Monthly Service plans provide you with thirty (30) days of Service from the date of Service activation. You agree to pay for the Service by deductions from your prepaid account. If you fail to pay the monthly prepaid Service plan fee or at any time the balance in your account reaches zero, your account will be deactivated and you will not receive further Service until you pay the monthly prepaid Service plan fee and any other charges for additional Services.

If you do not pay for the monthly Service plan or your account maintains a zero or negative balance for a period of sixty (60) consecutive days, your prepaid account may be closed. If your prepaid account is closed, you may reinstate your prepaid Service by activating a new account. You will be assigned a new number at this time and a reactivation fee may apply.

If you authorized payment for Services or Wireless Devices by credit card or by debiting a bank account, no additional notice or consent is required before C Spire invoices the credit card or debits the bank account for all amounts due C Spire. You are responsible for paying all charges applicable to your prepaid account and the Service.

All charges for prepaid Service are final and non-refundable. C Spire is not responsible for, nor will C Spire refund lost, stolen, misused, or damaged personal identification numbers ("PINs"), regardless of distribution method.

C Spire assigns telephone numbers, PINs, and other personal identifiers in connection with the prepaid Service. You have no proprietary right to any such identifiers and C Spire reserves the right to change them upon notice to you.

If you purchase a Wireless Device that is sold for use on the C Spire network, you agree that you intend it to be activated on C Spire's Service and do not intend to, and will not, resell, modify, and/or export the Wireless Device or assist someone in such activities.

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The charges for the Service and the expiration period for your prepaid account balance may vary, see www.cspire.com for more information. You must use your prepaid account balance before the expiration date. Prepaid Service and/or charges for prepaid Service are not refundable, and no refunds or other compensation will be given for unused prepaid balances, lost or stolen prepaid cards, or coupons.

Information on how you can establish and maintain a prepaid account balance are provided at the time of activation of your account and are also available at www.cspire.com. There are multiple methods to replenish your prepaid account. Fees may apply to some replenishment methods. Replenishment through automatic billing to a credit or debit card or a checking account may be subject to certain limitations.

If you register for Auto Refill you are agreeing to have the Auto Refill amount you have selected deducted from your credit card or debit card once per month on the date you specified. The minimum Auto Refill amount must be equal to or greater than the monthly charge for the selected rate plan. If your credit or debit card company declines the Auto Refill amount, then your Service may be suspended.

Your monthly prepaid Service fee includes applicable federal, state, and local taxes and other assessments that C Spire is required by law to collect and remit to the applicable government authority.

Coverage specific to C Spire's prepaid Service as well as prepaid Service plan details may be found at www.cspire.com, which terms are incorporated by reference herein. Network coverage for prepaid Service may differ from network coverage for postpaid Service.

MISCELLANEOUS: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Wireless Devices. If Customer's usage of the wireless Services (including voice and data and regardless of Service plan) on other carrier's networks (roaming or off-network usage) exceeds Customer's off-network usage allowance, C Spire may at its option terminate Customer's Service or access Service, deny Customer's continued use of other carriers' coverage, change Customer's plan to one imposing usage charges for roaming usage, or change Customer's plan as necessary in the discretion of C Spire. Customer's roaming usage allowance is equal to that specified by Customer's plan and/or documentation. C Spire will provide notice that it intends to take any of the above actions and Customer may terminate Customer's agreement. C Spire is not responsible for loss or disclosure of any sensitive information Customer transmits. The wireless Service is not equivalent to landline Internet.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to C Spire such further documents and take such further action as C Spire may request in order to give effect to the intent and purpose of this Agreement. All ~~indemnifications~~, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services, Wireless Devices, and the rights of C Spire to take action necessary to remain in compliance with any applicable Tariff or license, including its right to retake possession of or disable the Wireless Device, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

Revised 5-4-2015. 00644957-18

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APPENDIX A TO SERVICE AGREEMENT BREW END USER LICENSE AGREEMENT

FOR PURPOSES OF THIS AGREEMENT CUSTOMER IS THE "END USER" AND IS REFERRED TO AS "YOU" IN THIS APPENDIX.

BY INSTALLING OR USING THIS BREW APPLICATION ("APPLICATION") YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE APPLICATION.

Limited License. The developer of the Application ("Developer") hereby grants to Customer a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term Application includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

U.S. Government End Users. This section only applies to the U.S. Government or if you are or are acting on behalf of an agency or instrumentality of the U.S. Government. The Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.2 12 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

Miscellaneous. This Agreement is governed by the laws of the State of ~~Mississippi~~California, USA. without regard to California's conflict of law principles. The United Nations Convention on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and

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the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.



**City of Gautier - Police Department
Quote Request for Data Cards & Service**

Date: 11.06.2020

Prepared by: Laura Blakeslee

Quote Valid for Sixty (60) Days

MONTHLY RECURRING CHARGES

Service Provided	Description	Quantity	*Monthly Recurring Charges Per User	*Monthly Recurring Charges for all Users
Data Only Rate Plan	MSGov Unlimited Nationwide Data	12	\$33.99	\$407.88
Monthly Recurring Fees	Regulatory Recovery Charge	12	\$0.20	\$2.40
Static IP	MS GOV Static IP Addresses	12	\$0.00	\$0.00
Data Priority for Public Safety	Data Priority (<i>Upon request for First Responders</i>)	12	\$0.00	\$0.00
*Monthly Recurring Charge for all users (including fees)				\$410.28
*Total Annual Recurring Cost for all Users (including fees)				\$4,923.36

ONE-TIME EQUIPMENT/ACCESSORY CHARGES

Device Type	Device Model	Quantity	C Spire Price	Government Price	Total Price
Data Card/Sierra Modem	R717- Data Card	12	\$89.00	\$0.00	\$0.00
Optional Remote Device Management	**Remote Device Management (RDM) for Franklin Hotspot R717 - <i>Two (2) Years</i> One-time fee of \$24.00 per device for 24 months of Remote Device Management service offers the following: Manage SSID and Password, Fire Wall and Content Filtering, Time of day access control, MAC ID filtering (Control which devices can access the internet through the data card), Disable Factory Reset, Control Display, Control local interfaces (USB, Wi-Fi), Data Usage reporting, Interactive dashboards for IT admins	12	\$24.00	\$24.00	\$288.00
Total One-Time Equipment/Accessory Charges					\$288.00



***Fee Schedule:
Subject to Change**

State 911 Training Surcharge - \$0.05
 State CRMS/911 Fee - \$1.05
 Regulatory Recovery Charge - \$.20
 Administrative Recovery Charge: \$1.99
 Federal Universal Service Fund - 2.20%

Thanks so much for allowing C Spire to provide the City of Gautier with the attached quote. Please feel free to contact me if additional information is needed.

Laura Blakeslee
 228.669.1222
 lblakeslee@cspire.com

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:
Title:

February 16, 2021
Receive January 2021 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive January 2021 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2021

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 January 2021 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 16, 2021.

		City of Gautier		
		Business Registry		
		Jan-21		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
809	Closed	Cash, Inc.	\$0.00	Closed
1680	2022-01-0007123	Empire Tax	\$20.00	New Business
1681	2022-01-0007124	Got Your 6 Arms	\$20.00	New Business
1495	Closed	Rogers Lawn Care	\$0.00	Closed
1503	Closed	Hammer & Stain MS Gulf Coast	\$0.00	Closed
1041	2022-01-0007125	Riverside Auto Sales	\$20.00	Current
288	2022-01-0007126	Noblitt & Associates	\$20.00	Current
1394	2021-12-0007127	Another Dimension Home Maintenance & Repair	\$20.00	Delinquent
248	2022-01-0007128	The Peolpes Bank	\$20.00	Current
1117	2022-01-0007129	Grandma Lulee's Catering	\$20.00	Current
1290	2022-01-0007130	T's Kitchen	\$20.00	Current
651	Closed	Canine Clips	\$0.00	Closed
251	2022-01-0007131	Westside B&B Indian Springs	\$20.00	Current
816	2022-01-0007132	Bond Contracting	\$20.00	Current
1682	2022-01-0007133	Cornerstone Restaurant	\$90.00	New Business
1639	2022-01-0007134	Toddler Town Academy	\$30.00	Current
1683	2022-01-0007135	Glaush Formulations	\$20.00	New Business
1520	2022-01-0007136	Highway 90 Title Loans	\$20.00	Current
1458	2021-12-0007137	A Towing Recovery Company	\$20.00	Delinquent
895	2022-01-0007138	Danny Beauchamp Wrecker Service	\$20.00	Current
1684	2022-01-0007139	Consider It Done Home Repair	\$20.00	New Business
1517	2022-01-0007140	Happy Noodle	\$20.00	Current
236	2022-01-0007141	Roughwater Marine	\$75.00	Current
1521	2022-01-0007142	Black Door Boutique	\$20.00	Current
189	2022-01-0007143	Babers Rentals	\$20.00	Current
1685	2022-01-0007144	AC Auto Repair Corporation	\$20.00	New Business
1686	2022-01-0007145	Barbie's Bougee Closet	\$20.00	New Business
1401	2022-01-0007146	S & W Spirits	\$45.00	Current
1200	2022-01-0007147	Family Dental Care of Gautier	\$30.00	Current
1687	2022-01-0007148	Essential Scrubs & Beyond	\$20.00	New Business
295	2022-02-0007149	Simmon's Warehouse	\$20.00	Current
294	2022-02-0007150	Simmon's Mobile Home Park	\$20.00	Current
1519	2022-01-0007151	Nail Cottage	\$20.00	Current
1122	2022-01-0007152	Trustworthy Janitorial Services	\$20.00	Current
1688	2022-01-0007153	Sena Jones Pottery	\$20.00	New Business
1689	2022-01-0007154	Donnie's House Painting & Pressure Washing	\$20.00	New Business
284	2022-02-0007155	McGee' s Connection	\$20.00	Current
128	2021-11-0007156	Taylor & Company Salon	\$22.20	Delinquent
1690	2022-01-0007157	Tony's Smokehouse BBQ & Catering (New Location)	\$51.00	New Business
360	2021-03-0007160	J.T. Martin Contractors	\$81.00	Current
282	2022-02-0007161	Mark Mitchell Contractor	\$20.00	Current
1640	2022-01-0007162	Your Tax Pro	\$20.00	Current
1691	2022-01-0007163	Koast Kratom	\$20.00	New Business
1531	2022-02-0007164	CTC Rentals	\$30.00	Current
1354	2022-02-0007165	Possum Palaces	\$20.00	Current
		TOTAL	\$1,094.20	
		New Business	12	
		Transient Vendor	0	
		Closed Business	4	
		Delinquent Renewals Issued	3	

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 16, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
