

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

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Gautier Mayor's Youth Council and Ocean Springs Mayor's Youth Council will host a Drive - In Movie event (Featuring Moana) on March 5th starting at 6:00pm 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

- 1. Proclamation recognizing Singing River Academy for its participation in The Amazing Shake Competition.**
- 2. Intellectual and Developmental Disabilities Month Proclamation**

V. Business Agenda

- 1. Approval of Change Order No. 1 for City Hall Water Well Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to issue Task Order 5 associated with the Town Commons Park Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Railroad Crossing Overpass Study.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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 February 16, 2021.
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19
3. Approval of the purchase of a Wireless CCTV mobile trailer from WCCTV (Option B) for the Gautier Police Department
4. Annual Renewal of Contract with Singing River Services for the Life Care Plus Program
5. Approval of the Contract Agreement between the City of Gautier and Jackson County Election Commission for the municipal primary
6. Authorization to remove office equipment from the Gautier Fire Department's inventory and declare such item surplus.
7. Authorization to accept a donation of twelve laptop computers and a computer server for the Gautier Police Department

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 March 16, 2021 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 2, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier Mayor's Youth Council and Ocean Springs Mayor's Youth Council will host a Drive – In Movie event (Featuring Moana) on March 5th starting at 6:00pm 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:

FREE EVENT

CITY OF GAUTIER PRESENTS

CAN'T STOP THE

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.

MUSIC
FEATURING

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
March 2, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. Proclamation recognizing Singing River Academy and its students for their participation in The Amazing Shake Competition**
- 2. Intellectual and Developmental Disabilities Month Proclamation**

NOTES:

CITY OF GAUTIER PROCLAMATION

WHEREAS, Singing River Academy participated in their 3rd annual Amazing Shake Competition; and

WHEREAS, the Amazing Shake is a competition that places an emphasis on teaching students' manners, discipline, respect, and professional conduct; and

WHEREAS, the goal is to prepare our students of Gautier so that they are able to present themselves exceptionally well for opportunities today, as well as those that will come in the future; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi do hereby recognize the importance of The Amazing Shake Competition and its influence in this great city, we offer our highest appreciation for your participation and influence on this day, Tuesday, the 2nd of March 2021.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 2nd day of March, 2021.



Phil Torjusen, Mayor

PROCLAMATION
A Proclamation of the Mayor and City Council
Of
The City of Gautier, Mississippi

WHEREAS, more than 47,000 children and adults in the state of Mississippi have an intellectual or developmental disability; and

WHEREAS, people with intellectual or developmental disabilities share the same desires as other Mississippians including goals in education, meaningful work, and an independent community life; and

WHEREAS, Mississippians with intellectual or developmental disabilities have the ability, and the right to work, worship, learn, and enjoy life wherever they choose; and

WHEREAS, Mississippians with intellectual or developmental disabilities contribute significantly to their schools, families, relationships, neighborhoods, faith communities, and the workforce; and

WHEREAS, people with intellectual or developmental disabilities deserve the total support, respect, and acceptance of all citizens of our state; and

WHEREAS, all citizens are encouraged to recognize the unique strengths and contributions of people with intellectual or developmental disabilities and that they enrich the state of Mississippi and make it a better place to live for everyone.

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim the month of March 2021 as **INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH** in the City of 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 March, 2021.



Phil Torjusen, Mayor
City of Gautier, Mississippi

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

Council Meeting:
Title:

March 2, 2021
**Approval of Change Order No. 1 for the City Hall
Water Well Project**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1 for the City Hall Water Well Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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 City of Gautier executed a contract with Thompson Brothers Drilling for the City Hall Water Well Project in August, 2020; and

WHEREAS, the original contract included a 580-foot test hole, but adequate water was not found at that depth; and

WHEREAS, in order to access adequate water, Thompson Brothers Drilling was required to continue drilling in order to access the low aquifer; and

WHEREAS, Staff has presented Change Order 1 to include the added cost of a deeper test hole (580 feet to 810 feet), a deeper well test (580 feet to 715 feet), an additional log on the lower sand, and the added depth of the permanent water well (580 feet to 715 feet); and

WHEREAS, Change Order No. 1 increases the contract amount by \$59,750, bringing the contract to \$844,050; and

WHEREAS, Change Order No. 1 also increases contract duration by 30 days; and

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.1 for the City Hall Water Well 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 **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 March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/23/2021
Subject: Approval of Change Order No. 1 for City Hall Water Well Project

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the City Hall Water Well project.

BACKGROUND:

This water well is being installed behind City Hall and will be used to provide water capacity for the new water treatment plant being designed by Waggoner Engineering. The well will have the capability to pump into the City's distribution system directly.

DISCUSSION:

The original contract included a 580-foot test hole and well, but adequate water was not found at that depth. Thompson Brothers Drilling was instructed to go deeper and explore the lower aquifer, where adequate water was found.

Change Order No. 1 serves to increase the contract amount by \$59,750, bringing the contract to \$844,050. This change order covers the added cost of a deeper test hole (580 feet to 810 feet), a deeper test well (580 feet to 715 feet), an additional log on the lower sand, and the added depth of the permanent water well (580 feet to 715 feet).

The original contract included a \$350 per foot charge if the permanent well was deeper than 580 feet. Thompson Drilling, however, agreed to reduce that charge to \$150 per extra foot at a total cost of \$20,250, which saves the City \$27,000.

Waggoner Engineering has reviewed the change order and recommends approval. A future change order is anticipated and will reduce the cost of the contract. It will include deducts on the pump, control system, and screen.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the City Hall Water Well project.

The City Council may:

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

ATTACHMENTS:

1. CO #1

CONSTRUCTION CONTRACT MODIFICATION

Change Order No.: ONE (1) Date: January 19, 2021 WEI No.: 18019.002
Name of Project: City Hall Water Well
Owner: City of Gautier, Mississippi
Contractor: Thompson Brothers Drilling, INC
Agreement Date: October 6, 2020 Contract Time: Two Hundred Ten (210) Calendar Days
Contract Start Date: November 2, 2020 Original Completion Date: June 1, 2021
Contract Time (Increased) (Decreased) By: 30 Calendar Days
Revised Contract Completion Date: July 1, 2021

BREAKDOWN OF PROPOSED CHANGE

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED CONTRACT QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
11	Add/Deduct if Test Hole Depth is other than 580'	LF	\$ 100.00	580	810	230	23,000.00
13	Add/Deduct if Test Well Depth is other than 580'	LF	\$ 100.00	580	715	135	13,500.00
CO1-1	Additional log on the lower sand	LS	\$ 3,000.00	0	1	1	3,000.00
CO1-2	Add/Deduct if Permanent Well Depth is other than 580'	LF	\$ 150.00	580	715	135	20,250.00

STATEMENT OF JUSTIFICATION:

- The test hole was drilled to 600' and the aquifer in that zone is not favorable for the well. The Contractor requested to explore the deeper aquifer that is 200± deeper.
- The test hole will be modified to reflect the deeper aquifer.
- The Contractor will perform an additional log on the lower aquifer to record its physical properties.
- The Contractor reduced the unit price for the change in permanent well depth. (Modifies Bid Tabulation Line Item 15)
- 30 days were added to the contract to reflect the exploration of the deeper aquifer.

Total Change - (Increase) (Decrease)	\$ 59,750.00	Original Contract Time	210
Original Contract Amount	\$ 784,300.00	Total Change	30
Contract Amount Revised by Previous Change Order	\$ -	Revised Contract Time	240
Proposed Revised Contract Amount	\$ 844,050.00		

Requested By: City of Gautier, Mississippi

By: Paula Yancey Title: City Manager Date: March 2, 2021

Recommended By: Waggoner Engineering, Inc.

By: Carol W. Jackson Title: Project Manager Date: Feb. 17, 2021

Accepted By: Thompson Brothers Drilling, Inc

By: Perry Bridges Title: Project Manager Date: February 17, 2021



143-A LeFleurs Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

February 16, 2021

Thompson Brothers Drilling, Inc.
5410 Highway 11 N
Ellisville, MS 39437

ATTN: Perry Bridges

RE: **Test Well Submittal**
City Hall Water Well
WEI #W018019.002

Dear Mr. Bridges:

Waggoner Engineering, Inc. is in receipt of your submittal dated January 26, 2021 regarding the results of the drilling and logging operations at the project site. We are in agreement with proceeding with a test well operation at a maximum depth of 715' per the submittal. Upon completion of the test well operations, we will re-evaluate options for the permanent well based on the actual test well performance.

Please find attached for your review and approval Change Order No 1 which reflects the necessary pay items to accomplish the test well procedure. Please coordinate scheduling for the test well operations with Ms. Carol Jackson in our Gulfport office

Sincerely,

Brian G. Granger, P.E., BCE
Senior Discipline Manager

BG/reg

Attachments

c: Paula Yancey, City Manager, City of Gautier



Thompson Brothers Drilling

"Our Most Important Asset Wears a Hardhat"

5410 Highway 11 North
Ellisville, MS 39437
(601) 425-0970
Fax (601) 425-0972

January 26, 2021

Mr. Brian Granger, P.E.
Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, Mississippi 39211

RE: WEI# 0018019.002 City Hall Water Well, Gautier, MS

Dear Mr. Granger:

Thompson Brothers Drilling, Inc. has drilled to 810' and logged the hole. The Pascagoula (lower Graham Ferry) appears from 670'-715'. This 45' of sand will not produce 1200 gpm per the specifications. This is not the prettiest log I have ever seen, but it is the Pascagoula Formation. The sand analysis will be ready in a week to size the screen slot. Just guessing .016" slot, the maximum production would be 14 gpm/ft@ .01ft/sec entrance velocity. This translates to a potential of 630 gpm from the 45' of screen, if the formation allows. Seeing the amount of money being spent on this project it may be prudent to set a test well and run a 24 hr. test to determine the potential production. We can set a 4" pvc well with 40' of screen in the sand, install a submersible pump (75 gpm) and get some real time information. The test well would cost \$ 23,500.00 per the contract. If permanent well is made at 715' we will set 660' of 16" A-53 casing and cement in place by the Halliburton Method. The lap pipe will be 60 of 304 stainless attached to the 45' of 10" 304 stainless screen. The lap will be graveled with 20-40 silica. 2 each backwash valves will be attached to the bottom of the screen. Please review and advise me. Thank you.

Perry Bridges
601-319-8243



Thompson Brothers Drilling

"Our Most Important Asset Wears a Hardhat"

5410 Highway 11 North
Ellisville, MS 39437
(601) 425-0970
Fax (601) 425-0972

January 13, 2021

Mr. Brian Granger, P.E.
Waggoner Engineering, Inc.
143-A LeFleurs Square
Jackson, Mississippi 39211

RE: WEI# 0018019.002 City Hall Water Well, Gautier, MS

Dear Mr. Granger:

Thompson Brothers Drilling, Inc. would like to drill an additional 200' +/- and log the formation available. We will drill until we run out of the sand. Also, I would ask for a change order to the well depth add or deduct to \$ 150.00 per foot and stop our time as of December 17, 2020. I request our time start again on February 2, 2021 when we remobilize. We are not asking for any monies for mobilizing again to site after the month we were shut down. However, I would ask to compensate us for the additional log on the lower sand. We use a private contractor to log the hole and the charge in Gautier is \$ 3000.00 for this service. Please advise me how to proceed. Thank you

Perry Bridges
601-319-8243

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

Council Meeting:
Title:

March 2, 2021
**Authorization to issue Task Order 5 associated with the
Town Commons Park Project**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to issue Task Order 5 associated with the Town Commons Park Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Town Commons Park Project; and

WHEREAS, the City previously executed a Professional Services Agreement with Seymour Engineering with a task order format due to the nature of the work and the need to phase the project; and

WHEREAS, proposed Task Order Agreement No. 5 is for a total of \$146,500 for construction administration, resident project presentation, and MDEQ project manager services, as indicated in the attached Task Order; and

WHEREAS, this will be the final task order related to Phase 1A (site work); and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order No. 5 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Task Order No. 5 is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/23/2021
Subject: Approval of Task Order No. 5 for Town Commons Park (Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project, with work to be administered through individual task orders. The department seeks authorization for Task Order 5.

BACKGROUND:

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

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order Agreement No. 5 is for a total of \$146,500 for construction administration, resident project representation, and MDEQ project manager services. This will be the final task order related to Phase 1A (site work).

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project and approve Task Order Agreement No. 5.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 5 as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 5 as presented.

ATTACHMENTS:

1. Task Order #5



EXHIBIT C
Task Order Agreement No. 5
Town Center Development

Scope of Work

- Construction Administration
- Resident Project Representative
- MDEQ Project Manager - Construction Phase Services working with MDEQ Program Manager in relation to: **N/A**
 - a. Material Submittals
 - b. Interpreting Contract Documents
 - c. Applications for Payment
 - d. Change Orders
 - e. Final Inspection
 - f. Completion of Punch List Items

Compensation

Cost: Lump Sum - \$146,500.00

Schedule

- Services under this Task Order Agreement - No. 5, shall commence upon approval and execution by Seymour Engineering, PLLC and the City of Gautier.

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

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

Paula Yancey Date
City Manager

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

Council Meeting:
Title:

March 2, 2021
Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Railroad Crossing Overpass Study

Introduced by:
Contact Person/Telephone

April Stennett 497-8007 ext. 315

Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Railroad Crossing Overpass Study

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 of Gautier was awarded a study grant to investigate the feasibility of constructing a railroad overpass to provide emergency access to the south side of the City; and

WHEREAS, the federal funds awarded through the Gulf Regional Planning Commission is \$56,888, with a local match of \$14,222, for a total cost of \$71,110; and

WHEREAS, a Memorandum of Understanding is required before the project can move forward; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding would be in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) 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 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 March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 2/23/2021
Subject: Approval of MOU with MDOT Regarding Railroad Overpass Study

REQUEST:

The Grants and Projects Department requests City Council approval to execute a Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Railroad Crossing Overpass Study.

BACKGROUND:

The City was awarded a study grant to investigate the feasibility of constructing a railroad overpass to provide emergency access to the south side of the City. The federal funds awarded through the Gulf Regional Planning Commission is \$56,888, with a local match of \$14,222, for a total cost of \$71,110.

DISCUSSION:

This MOU is required before the project can move forward.

RECOMMENDATION:

Staff recommends that City Council approve the MDOT Memorandum of Understanding for the Railroad Crossing Overpass Study.

City Council may:

- 1) Approve entering into the MDOT Memorandum of Understanding as presented; or
- 2) Not approve entering into the MDOT Memorandum of Understanding.

ATTACHMENTS:

1. MOU with MDOT

Memorandum of Understanding

STP-0494-00(013)LPA108640-711000
City of Gautier Railroad Crossings Study

This Memorandum of Understanding ("MOU" or "Agreement") is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Gautier (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to develop a railroad crossings study for the city (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$56,888.00 in federal funds (80% match) and \$14,222.00 in local funds (20% match) will be required for the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from the Federal Highway Administration ("FHWA") are utilized, then the LPA will be bound by, and will comply with, any and all federal requirements and MDOT operating procedures; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of federal funds allocated to the PROJECT by the COMMISSION; and

WHEREAS, MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION hereby consents to allow the LPA to manage the PROJECT under the terms and provisions of this Agreement; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this Agreement supersedes all other agreements and/or documents unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve

as the person in responsible charge of the PROJECT and will coordinate all PROJECT activities with the MDOT Planning Representative.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT. This shall include, but not necessarily be limited to, the use of the latest version of the LPA Consultant Operating Procedures for Professional Services. In addition, it shall be understood that the MDOT District LPA Coordinator referenced in the PDM shall be MDOT's Planning Representative.
3. Agree that if any act of omission or commission on the part of the LPA causes loss of federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
4. Promptly pay any consultants monies due them within 45 days of submittal of an invoice from the consultant. MDOT reserves the right to withhold federal reimbursement until adequate proof of payment has been produced should the above not be followed.
5. If there is any requirement for "matching" funds, or if the anticipated cost of the PROJECT will exceed the available federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the federal-aid funds at such time as the funds may be required.
6. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); [8 USC, Section 1324a](#) .
7. The LPA will be required to acknowledge MDOT and FHWA for their participation in the PROJECT in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT Planning Division of any ceremonies related to the PROJECT.
8. The LPA will be required to submit to the MDOT Planning Representative monthly progress reports through the monthly invoice submittal, which shall include, but not be limited to, the work which has been completed that month and the planned work

for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones. These project milestones are to be updated once any milestones are missed.

9. The LPA agrees to maintain, and make available to the COMMISSION, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. The COMMISSION will:

1. Allow the LPA to conduct the PROJECT provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of conducting the PROJECT.
3. Work with the LPA, through the MDOT Planning Representative, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the PROJECT to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to FHWA when required or requested by FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the PROJECT as contemplated by this agreement, the LPA agrees that it will bear all costs of completion over and above the funds supplied by FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and that is underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the PROJECT are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the PROJECT as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines.

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority that affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it may be required to move the PROJECT to another fiscal year for the funds to be obligated.

H. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

I. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this PROJECT, shall in no way obligate the COMMISSION to any other terms or conditions other than those stated herein.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, P.E.
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228) - 497-8000
Fax: (228) - 497-8028

For Technical Matters:

COMMISSION:
Spencer Robinson
MDOT Planning Representative
Planning Division (85-01), MDOT
401 N. West St.
Jackson, MS 39201
Phone: (601) 359-7685
Fax: (601) 359-7652

LPA:
April Stennett
Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553
Phone: (228)-497-8000 ext.315
Fax: (228)-497-8028

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 2nd day of March, 2021.

City Council

Phil Torjusen, Mayor

Attested:

(Teresa Montgomery, City Clerk)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, P.E.
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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

Council Meeting:
Title:

March 2, 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 March 2, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	211284	03/02/2021	02/11/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021: #107718371		01262021	02/08/2021			213.68
001	SPARKLIGHT	211285	03/02/2021	02/11/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021 CABLE BOX: #118476316		01262021	02/08/2021			71.37
001	AT&T GLOBAL NETWORK SERVS LLC	211286	03/02/2021	02/11/2021			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GI36176	02/01/2021			229.64
001	DELTA SANITATION OF MS LLC	211288	03/02/2021	02/16/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001136387	01/31/2021			35.00
001	ADVANCE AUTO PARTS	211289	03/02/2021	02/16/2021			89.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	DRY CLOTH,WAX,CAR WASH,ABSRB		5870	01/07/2021			89.99
001	SPARKLIGHT	211290	03/02/2021	02/16/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2021 SUB STN: #107718827		01262021	02/08/2021			83.32
001	GLOBALSTAR	211324	03/02/2021	02/19/2021			90.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0011809787	02/16/2021			90.39
001	GOVERNMENT BRANDS SHARED SERVICES	211325	03/02/2021	02/22/2021			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	NOV 2020 COURT SUPPORT		INV203445	11/01/2020			1,475.00
001	AT&T	211326	03/02/2021	02/22/2021			332.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	02/14/2021			332.75
001	DELTA COMPUTER SYSTEMS INC	211328	03/02/2021	02/22/2021			541.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2021 ACCT SOFTWARE MAINT		DHLMN00360	02/15/2021			370.00
	001-092-698	MAR 2021 PRIV LIC SW MAINT		DHLMN00361	02/15/2021			150.00
	001-092-698	MAR 2021 VOTER REG SW MAINT		HRMN003793	02/15/2021			21.00
001	AMERICAN BANKERS INSURANCE COMPANY	211329	03/02/2021	02/22/2021			2,255.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD INS: SR CENTER		9906203041	02/12/2021			2,255.00
001	BLACKWATER CONSULTING LLC	211330	03/02/2021	02/22/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	SERVICES: 2/16-3/16/21		1001	02/16/2021			7,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	EVOARMOR LLC	211331	03/02/2021	02/22/2021			7,420.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	DISINFECT/ANTIMICRO FACILITIES	2027	02/17/2021				5,760.00
	001-092-698	DISINFECT/ANTIMICRO PSVEHICLES	2027	02/17/2021				1,220.00
	001-092-698	DISINFECT/ANTIMICRO VEHICLES	2027	02/17/2021				440.00
001	FUELMAN	211334	03/02/2021	02/22/2021			2,648.04	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP59618800	02/15/2021				34.02
	001-100-525	UNL & DSL FUEL	NP59618800	02/15/2021				2,098.37
	001-161-525	UNL & DSL FUEL	NP59618800	02/15/2021				295.25
	001-170-525	UNL FUEL	NP59618800	02/15/2021				177.96
	001-205-525	DSL FUEL	NP59618800	02/15/2021				42.44
001	FUELMAN	211338	03/02/2021	02/22/2021			2,570.74	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-525	UNL & DSL FUEL	NP59640918	02/22/2021				1,814.95
	001-161-525	UNL & DSL FUEL	NP59640918	02/22/2021				411.53
	001-170-525	UNL & DSL FUEL	NP59640918	02/22/2021				303.34
	001-205-525	UNL & DSL FUEL	NP59640918	02/22/2021				40.92
001	AT&T	211345	03/02/2021	02/22/2021			36.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	NCIC TELECOM	2284970262	02/14/2021				36.64
001	AT&T	211347	03/02/2021	02/23/2021			165.27	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY SERVICE	2284977070	02/14/2021				165.27
001	AT&T	211349	03/02/2021	02/23/2021			3,201.59	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY SERVICE	2284978000	02/14/2021				3,201.59
001	SECURE NETWORKS LLC	211357	03/02/2021	02/23/2021			699.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	DELL ON SITE SUPPORT: SERVER	4467	02/19/2021				699.00
001	SINGING RIVER ELECTRIC COOPERATIVE	211360	03/02/2021	02/23/2021			623.32	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	BROWN FD 95237002	02142021	02/19/2021				302.61
	001-161-631	MARTIN BLUFF FD 58380001	02162021	02/22/2021				209.23
	001-201-629	SIGNAL LIGHTS 17546	02162021	02/22/2021				33.11
	001-092-631	CITY LIMIT SIGN 17546	02162021	02/22/2021				27.28
	001-100-631	MBLUFF SUB STN 58521002	02162021	02/22/2021				51.09
001	JACKSON COUNTY ADULT DETENTION CENTER	211362	03/02/2021	02/24/2021			3,955.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-696	DEC 2020 ADC CHGS	12312020	02/24/2021				3,955.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	211373	03/02/2021	02/24/2021			1,977.53	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	02172021	02/23/2021				1,247.87
	001-201-629	SIGNAL LIGHT 89113001	02162021	02/23/2021				53.96
	001-170-631	CITY PARK RESTRMS 89912001	02162021	02/23/2021				424.22
	001-201-633	STREET LIGHTS 90345002	02162021	02/23/2021				108.70
	001-092-631	RECORDS BLDG 90790001	02172021	02/23/2021				101.38
	001-170-631	FRAZIER RESTRMS 98546001	02162021	02/23/2021				41.40
001	SINGING RIVER ELECTRIC COOPERATIVE	211374	03/02/2021	02/24/2021			764.69	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	02172021	02/23/2021				56.81
	001-201-633	DOLPHIN ST 94988002	02172021	02/23/2021				66.61
	001-201-633	DOLPHIN ST 94989002	02172021	02/23/2021				51.48
	001-201-633	DOLPHIN ST 94990002	02172021	02/23/2021				446.30
	001-201-633	WM PAYNE 100244001	02162021	02/23/2021				52.17
	001-201-633	WM PAYNE 100245001	02162021	02/23/2021				91.32
001	SINGING RIVER ELECTRIC COOPERATIVE	211375	03/02/2021	02/24/2021			97.68	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-631	SPORTS PAVILION 66582005	02162021	02/23/2021				45.11
	001-170-631	ROUNDAABOUT 102311002	02172021	02/23/2021				25.00
	001-170-631	FITNESS TRAIL 109268001	02162021	02/23/2021				27.57
001	CAN'T MISS EMBROIDERY	211377	03/02/2021	02/24/2021			7,020.38	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-535	POLO EMBROID GP BADGE LT (4)	25360	01/28/2021	210370			113.92
	001-100-535	POLO EMBROID GP BADGE SGT (4)	25360	01/28/2021	210370			113.92
	001-100-535	POLO EMBROID GP BADGE DET (4)	25360	01/28/2021	210370			103.92
	001-100-535	POLO EMBROID GP BADGE DET (4)	25360	01/28/2021	210370			103.92
	001-161-535	SOFT SHELL JACKET (38)	25348	02/15/2021	210359			1,348.24
	001-161-535	SOFT SHELL JACKET (2)	25348	02/15/2021	210359			72.96
	001-161-535	TACT POLO RED (66)	25348	02/15/2021	210359			2,046.00
	001-161-535	TACT POLO CHARCOAL (18)	25348	02/15/2021	210359			558.00
	001-161-535	TACT POLO WHITE (3)	25348	02/15/2021	210359			93.00
	001-161-535	TACT POLO WHITE (3)	25348	02/15/2021	210359			96.00
	001-161-535	TACT POLO WHITE (3)	25348	02/15/2021	210359			102.00
	001-161-535	TACT POLO NAVY (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO CHARCOAL (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO GREEN	25348	02/15/2021	210359			31.00
	001-161-535	TACT POLO BLACK	25348	02/15/2021	210359			31.00
	001-161-535	TACT POLO NAVY (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO CHARCOAL (2)	25348	02/15/2021	210359			62.00
	001-161-535	TACT POLO GREEN	25348	02/15/2021	210359			31.00
	001-161-535	TACT POLO BLACK	25348	02/15/2021	210359			31.00
	001-161-535	POLY T-SHIRT NAVY (72)	25348	02/15/2021	210359			540.00
	001-161-535	CORE BLEND TEE NAVY (6)	25348	02/15/2021	210359			57.00
	001-161-535	CORE BLEND TEE NAVY (3)	25348	02/15/2021	210359			31.50
	001-161-535	POLY T-SHIRT NAVY (3)	25348	02/15/2021	210359			28.50
	001-161-535	POLY T-SHIRT WHITE (3)	25348	02/15/2021	210359			18.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	211377	03/02/2021	02/24/2021			7,020.38	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	COTTON T-SHIRT WHITE (3)	25348	02/15/2021	210359		16.50	
	001-161-535	COTTON T-SHIRT NAVY (6)	25348	02/15/2021	210359		42.00	
	001-161-535	COTTON T-SHIRT CHARCOAL (6)	25348	02/15/2021	210359		42.00	
	001-161-535	TALL ESSENTIAL TEE WHITE (3)	25348	02/15/2021	210359		24.00	
	001-161-535	TALL ESSENTIAL TEE WHITE (3)	25348	02/15/2021	210359		30.00	
	001-161-535	ST350 COMPETITOR TEE GREY (28)	25348	02/15/2021	210359		266.00	
	001-161-535	ST350 COMPETITOR TEE GREY (3)	25348	02/15/2021	210359		33.00	
	001-161-535	PRO MESH SHORTS NAVY (62)	25348	02/15/2021	210359		651.00	
	001-161-535	PRO MESH SHORTS NAVY (6)	25348	02/15/2021	210359		72.00	
	001-161-535	SCREEN SETUP (3)	25348	02/15/2021	210359		45.00	
001	GOODGAMES INC	211378	03/02/2021	02/24/2021			108.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-030-559	INFORMATION UPDATE CARDS (500)	95754	02/04/2021	210405		48.76	
	001-030-559	INSTRUCTIONS FOR VOTERS (500)	95754	02/04/2021	210405		59.44	
001	PRECISION DELTA CORPORATION	211379	03/02/2021	02/24/2021			105.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	9MM 147 GR TRUNCATED 500RD/CS	18857	02/09/2021	200850		105.80	
001	NAFECO INC	211381	03/02/2021	02/24/2021			3,929.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	F52525 30X30 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 30X32 PRO TAC PANT (6)	1072586	01/27/2021	210360		209.10	
	001-161-535	F52525 30X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 32X30 PRO TAC PANT (6)	1072586	01/27/2021	210360		209.10	
	001-161-535	F52525 32X32 PRO TAC PANT (2)	1072586	01/27/2021	210360		69.70	
	001-161-535	F52525 32X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 34X30 PRO TAC PANT (9)	1072586	01/27/2021	210360		313.65	
	001-161-535	F52525 34X32 PRO TAC PANT (8)	1072586	01/27/2021	210360		278.80	
	001-161-535	F52525 34X36 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 36X30 PRO TAC PANT (4)	1072586	01/27/2021	210360		139.40	
	001-161-535	F52525 36X32 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 36X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 40X30 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 38X32 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 38X34 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	F52525 44X32 PRO TAC PANT (3)	1072586	01/27/2021	210360		104.55	
	001-161-535	SHIPPING	1072586	01/27/2021	210360		73.98	
	001-161-535	F52525 32X32 PRO TAC PANT (4)	1075398	02/17/2021	210360		139.40	
	001-161-535	F52525 34X28 PRO TAC PANT (3)	1075398	02/17/2021	210360		104.55	
	001-161-535	F52525 34X32 PRO TAC PANT (25)	1075398	02/17/2021	210360		871.25	
	001-161-535	F52525 34X34 PRO TAC PANT (3)	1075398	02/17/2021	210360		104.55	
	001-161-535	F52525 36X30 PRO TAC PANT	1075398	02/17/2021	210360		34.85	
	001-161-535	F52525 36X32 PRO TAC PANT (5)	1075398	02/17/2021	210360		174.25	
	001-161-535	F52525 40X28 PRO TAC PANT (3)	1075398	02/17/2021	210360		104.55	
	001-161-535	SHIPPING	1075398	02/17/2021	210360		57.04	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GOODYEAR AUTO CENTER	211382	03/02/2021	02/24/2021			513.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	P235/75R17 ADV TIRES: U #ACO	224359	02/09/2021	210413		513.16	
001	SUN HERALD	211387	03/02/2021	02/24/2021			73.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	NOTICE: 100-YEAR FLOODPLAIN	0004869506	02/10/2021	210419		73.68	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211388	03/02/2021	02/24/2021			305.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-559	CANON 104 BLK TONER CARTRIDGE	3469618309	02/13/2021	210434		76.00	
	001-100-500	3-PART RECEIPT BOOK (5)	3468817943	02/02/2021	210394		39.95	
	001-100-500	CLASP 9X12 ENVELOPE 100BX (4)	3468817943	02/02/2021	210394		27.64	
	001-100-500	8.5X11 COPY PAPER CS (3)	3468817943	02/02/2021	210394		140.97	
	001-030-559	CARDSTOCK PAPER ASRT COLOR	3468958327	02/04/2021	210408		9.99	
	001-030-559	RUBBER BANDS 205PK	3468884957	02/03/2021	210406		.50	
	001-030-559	INVISIBLE TAPE CADDY 4PK	3468884957	02/03/2021	210406		3.13	
	001-030-559	BALLPOINT PEN BLK 12PK (2)	3468884957	02/03/2021	210406		2.74	
	001-030-559	BALLPOINT PEN RED 12PK (2)	3468884957	02/03/2021	210406		2.74	
	001-030-559	WOODEN RULER (4)	3468958326	02/04/2021	210406		2.28	
001	CUPIT SIGNS INC	211389	03/02/2021	02/24/2021			761.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	12X18 SEC CAMERA SIGNS (2)	32928A	02/09/2021	210356		47.98	
	001-170-559	12X18 NO ATV RIDING SIGNS (8)	32928A	02/09/2021	210356		191.92	
	001-170-559	12X18 NO ALCOHOL ALLOWED SIGN	32928A	02/09/2021	210356		23.99	
	001-170-559	12X18 FIELDS CLOSED SIGNS (2)	32928A	02/09/2021	210356		47.98	
	001-201-565	4X4 3MM POLY METAL	32963A	02/22/2021	210445		450.00	
001	USCUTTER INC	211391	03/02/2021	02/24/2021			39.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ORACAL 65 VINYL 12X10 ROLL (5)	1655192	12/08/2020	210213		27.25	
	001-100-559	SHIPPING	1655192	12/08/2020	210213		11.99	
001	TRUPOINT TACTICAL LLC	211392	03/02/2021	02/24/2021			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BLE SNIPER COURSE: BELL, J	3/08-3/12	02/08/2021	210418		500.00	
001	HUTTO AFFORDABLE AUTO GLASS	211393	03/02/2021	02/24/2021			195.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPLACE WINDSHIELD: U #14435	1185	02/08/2021	210417		195.00	
001	ADVANCED COLLISION SERVICE INC	211394	03/02/2021	02/24/2021			2,677.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPR FRT BUMPER DODGE CHG	25275	02/09/2021	210101		2,677.22	
001	JORDAN BELL	211398	03/02/2021	02/24/2021			230.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	PER DIEM: BLE SNIPER COURSE	03082021	03/08/2021			230.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CAMPER CITY TRUCK ACCESS INC	211386	03/02/2021	02/24/2021			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	TUFFY UNDERSEAT LOCKBOX		68307	02/12/2021	210373		490.00
	157-100-799	INSTALL CHG: UNIT# 17120		68307	02/12/2021	210373		20.00
FUND TOTAL 157 Claims	to	Checks	1 Total	510.00	Manual	Held	Total	510.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	211291	03/02/2021	02/16/2021			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE FEB 2021	3727	02/15/2021			36.50	
	176-170-699	SHOPPING CART FEE FEB 2021	3727	02/15/2021			268.50	
	176-170-699	WEB SITE MAINT:1/15-2/14/2021	3727	02/15/2021			350.00	
176	FUELMAN	211336	03/02/2021	02/22/2021			27.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP59618800	02/15/2021			27.69	
176	AT&T	211346	03/02/2021	02/23/2021			203.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	02/14/2021			203.35	
176	AT&T	211348	03/02/2021	02/23/2021			74.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	FEB 2021: SSP INTERNET	285615432	02/11/2021			74.19	
176	MOBILE BAY FIREWOOD	211395	03/02/2021	02/24/2021			600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	PALLET FIREWOOD (2):GEN STORE	10316	02/18/2021	210412		600.00	
176	BRENDA S KITCHENS	211396	03/02/2021	02/24/2021			225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	SIGNS (2): GEN STORE	210438	02/11/2021	210438		225.00	
FUND TOTAL 176 Claims	to	Checks	6 Total	1,785.23	Manual	Held	Total	1,785.23

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Docket of Claims
Release date from 03/02/2021 thru 03/02/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	BRABNER AND HOLLON INC	211310	03/02/2021	02/18/2021			4,760.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-300-721	REMV AND INSTL DOORS: BHOUSE		715205	12/16/2020			4,760.00
FUND TOTAL 305 Claims	to	Checks	1 Total	4,760.00	Manual	Held	Total	4,760.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	211335	03/02/2021	02/22/2021			9,483.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		37743	02/09/2021			1,037.75
	355-723-763	WELL CONST ENG		37743	02/09/2021			8,445.50
FUND TOTAL	355 Claims	to	Checks	1 Total	9,483.25	Manual	Held	Total 9,483.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	211292	03/02/2021	02/16/2021			72.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	02/06/2021			72.44
400	COG DEPOSITORY ACCOUNT	211303	03/02/2021	02/17/2021			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		02092021	02/09/2021			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		02092021	02/09/2021			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		02092021	02/09/2021			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		02092021	02/09/2021			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		02092021	02/09/2021			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		02092021	02/09/2021			9,665.99
400	FUELMAN	211337	03/02/2021	02/22/2021			133.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59618800	02/15/2021			133.06
400	2018-2019 BOND DEBT SERVICE FUND	211339	03/02/2021	02/22/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	MAR 2021: 2018 BOND DS		03012021	03/01/2021			25,000.00
400	FUELMAN	211340	03/02/2021	02/22/2021			94.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59940918	02/22/2021			94.08
400	2018-2019 BOND DEBT SERVICE FUND	211341	03/02/2021	02/22/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	MAR 2021: 2019 BOND DS		03012021	03/01/2021			32,000.00
400	ARISTA INFORMATION SYSTEMS INC	211342	03/02/2021	02/22/2021			4,141.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2021 STATEMENTS		31312	02/11/2021			1,141.10
	400-650-698	JAN 2021 POSTAGE		1425202102	02/11/2021			3,000.00
400	COGENT STRATEGIES LLC	211343	03/02/2021	02/22/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		2153	02/18/2021			7,500.00
400	ANSER	211344	03/02/2021	02/22/2021			546.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:2/14/21-3/16/21		277021721	02/17/2021			420.00
	400-650-698	580 MTS 1/20/21-2/16/21		277021721	02/17/2021			126.10
400	SEYMOUR ENGINEERING PLLC	211358	03/02/2021	02/23/2021			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	FLOW MONITOR/SEWER IMPS		7959	02/23/2021			1,300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	211364	03/02/2021	02/24/2021			5,973.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATION 89627001		02162021	02/22/2021			71.18
	400-651-631	LIFT STATION 89702001		02162021	02/22/2021			26.29
	400-651-631	LIFT STATION 17881		02162021	02/22/2021			2,919.82
	400-651-631	WATER WELLS 17881		02162021	02/22/2021			2,955.99
400	SINGING RIVER ELECTRIC COOPERATIVE	211365	03/02/2021	02/24/2021			2,462.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02132021	02/19/2021			1,087.22
	400-651-631	LIFT STATIONS 28779		02132021	02/19/2021			91.57
	400-651-631	LIFT STATIONS 20688		02112021	02/17/2021			332.75
	400-651-631	SCHOONER WELL 20688		02112021	02/17/2021			950.76
400	SINGING RIVER ELECTRIC COOPERATIVE	211366	03/02/2021	02/24/2021			26.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		02132021	02/19/2021			26.29
400	AT&T	211371	03/02/2021	02/24/2021			295.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	02/14/2021			295.64
400	SINGING RIVER ELECTRIC COOPERATIVE	211376	03/02/2021	02/24/2021			7,773.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		02172021	02/23/2021			212.59
	400-651-631	LIFT STATIONS 17882		02162021	02/23/2021			2,516.73
	400-651-631	WATER WELLS 17882		02172021	02/23/2021			3,472.11
	400-651-631	CITY HALL SOUTH 17882		02162021	02/23/2021			1,571.97
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	211380	03/02/2021	02/24/2021			2,749.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR 3HP PUMP G12578: LS-33		44783	02/09/2021	210315		1,374.81
	400-651-584	REPR 3HP PUMP G12577: LS-33		44783	02/09/2021	210315		1,374.81
400	GOODYEAR AUTO CENTER	211383	03/02/2021	02/24/2021			901.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	265/70R16 WRL ADV: MR TRK #1		224403	02/11/2021	210414		450.64
	400-650-638	265/70R16 WRL ADV: MR TRK #2		224393	02/11/2021	210414		450.64
400	COAST BATTERY SPECIALIST INC	211384	03/02/2021	02/24/2021			320.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	CB1250-F1 BATTERY (20): SCADA		3245020918	02/03/2021	210401		320.00
400	CONSOLIDATED PIPE & SUPPLY	211385	03/02/2021	02/24/2021			870.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	2-1/2 FABRICATED RISER RING(3)		3703435000	02/05/2021	210247		870.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	211397	03/02/2021	02/24/2021			829.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SQUARE D MOTOR: LS-43		429707	12/31/2020	210178	750.00	
	400-651-584	SQUARE D CLASS 20 HEATER		429707	12/31/2020	210178	54.00	
	400-651-584	SHIPPING		429707	12/31/2020	210178	25.00	
	400-651-584	CDT RTN SQUARE D MOTOR: LS-43		429898	01/11/2021	210178	-750.00	
	400-651-584	SQUARE D MOTOR		429952	01/13/2021	210178	750.00	
FUND TOTAL 400 Claims	to	Checks	20 Total	136,414.70	Manual	Held	Total	136,414.70

FUND 1	Claims	to	Checks	38	Total	62,536.80	Manual	Held	Total	62,536.80
FUND 156	Claims	to	Checks	1	Total	1,626.60	Manual	Held	Total	1,626.60
FUND 157	Claims	to	Checks	1	Total	510.00	Manual	Held	Total	510.00
FUND 176	Claims	to	Checks	6	Total	1,785.23	Manual	Held	Total	1,785.23
FUND 303	Claims	to	Checks	1	Total	1,135.56	Manual	Held	Total	1,135.56
FUND 305	Claims	to	Checks	1	Total	4,760.00	Manual	Held	Total	4,760.00
FUND 309	Claims	to	Checks	1	Total	700.00	Manual	Held	Total	700.00
FUND 355	Claims	to	Checks	1	Total	9,483.25	Manual	Held	Total	9,483.25
FUND 400	Claims	to	Checks	20	Total	136,414.70	Manual	Held	Total	136,414.70

Total for all Funds			Checks	70	Total	218,952.14	Manual	Held	Total	218,952.14

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

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

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from Recessed Council Meeting held February 16, 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 Recessed Council Meeting held February 16, 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 March 2, 2021.

Tuesday
February 16, 2021
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held February 16, 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 and other concerned citizens. Present by teleconference was Josh Danos, City Attorney.

**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 parking areas. Highway 90, PID #82433003.000, (GPC #21-01-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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. Approve 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 an Agreement with C-Spire for cellular and WiFi service for 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 6:30 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 revision:

1. Mayor Torjusen made the request to move Business Agenda Item #6 to Business Agenda Item #1.

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 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

Presentation

None



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**

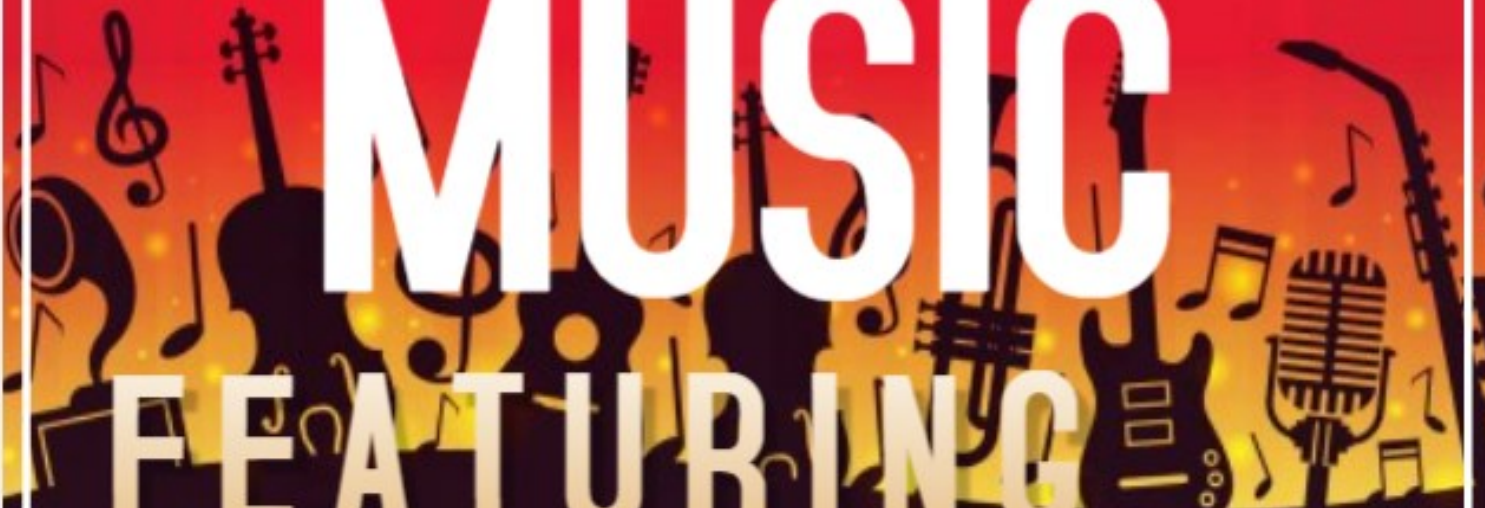
2800 HWY 90 GAUTIER, MS

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**



Mayor Torjusen made the motion to approve the Professional Consulting Services Agreement between the City of Gautier and Blackwater Consulting, LLC, 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 023-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (hereinafter, "Agreement") having an effective date of February 16, 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.

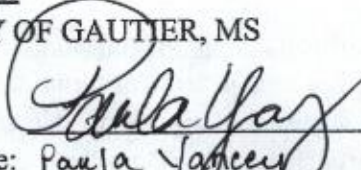
- I. **Construction:** This Agreement will be construed in its entirety according to its plain meaning, will not be construed against the party who provided or drafted it, and will be construed in accordance with Mississippi law.
- J. **Prohibition on Assignment:** No party to this Agreement may assign 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: 

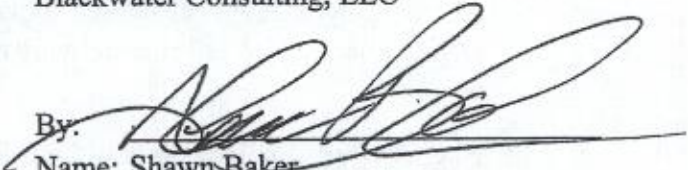
Name: Paula Yancey

Title: City Manager

Date: 2/16/2021

CONSULTANT:

Blackwater Consulting, LLC

By: 

Name: Shawn Baker

Title: President

Date: 2/11/21

Councilman Vaughan made the motion to approve an ordinance prohibiting obstruction of public streets at railway crossings, 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:

ORDINANCE NUMBER 257-2021

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

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

NAYS: None

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 16th day of February, 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.

Councilman Anderson dismissed himself at 6:42pm. Councilman Anderson returned at 6:43pm.

Councilman Anderson made the motion to approve the ten-foot (10') variance, as modified by the applicant, the evidence before the council demonstrates that all variance criteria have been met. 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 024-2021

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) 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) 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 **Councilman Anderson**, 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 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

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:

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

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 4. Diagram of intended use (see attached).
N/A 4. Copy of protective covenants or deed restrictions, if any.
N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
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 # 12672028. 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 needed 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 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.
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

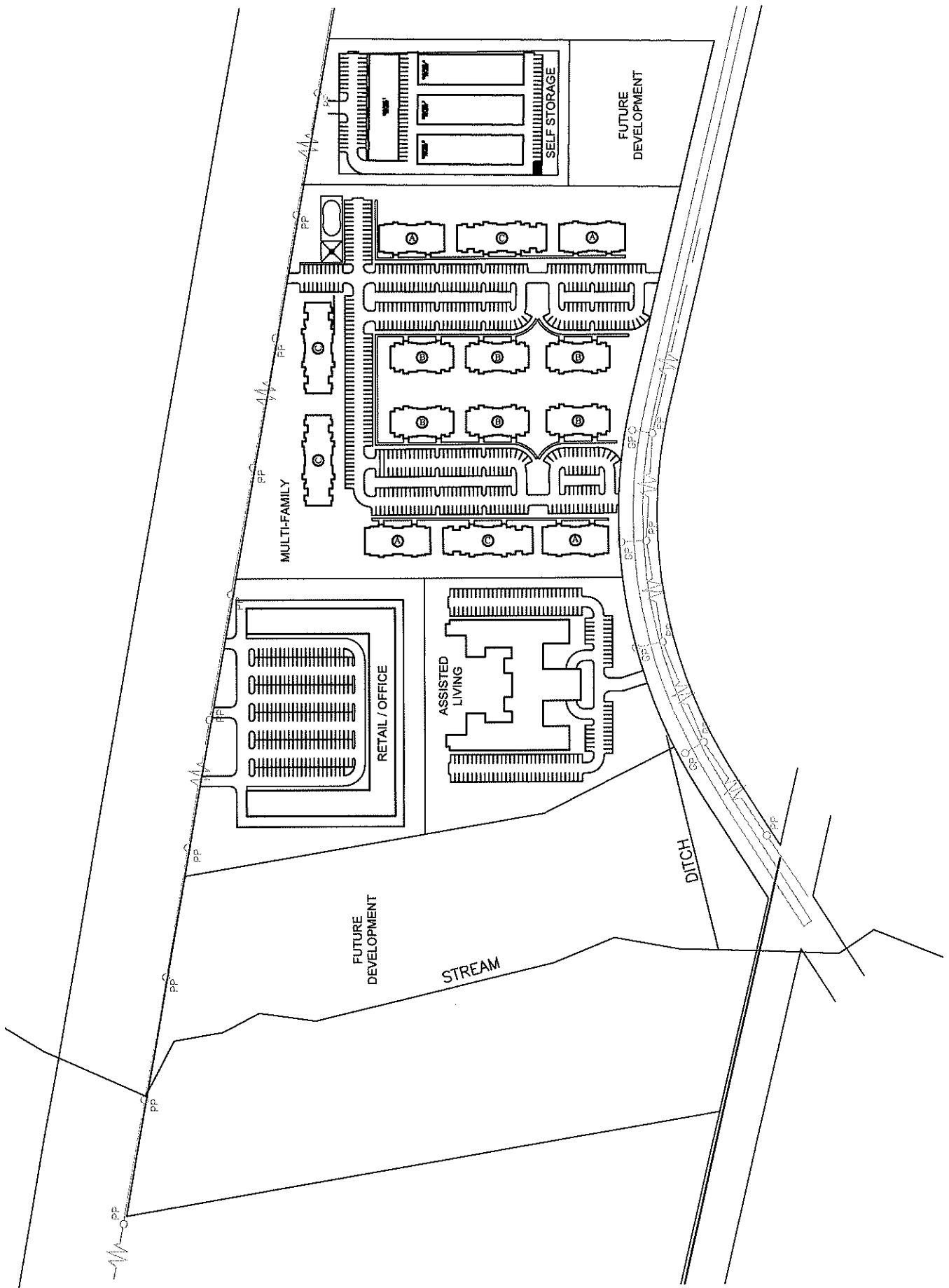
The mini warehouse / self-storage is slated to have approximately 70,000 sf of conditioned and non-conditioned storage units in four (4) buildings. Landscaping elements including streetscaping along the US Hwy 90 frontage will provide a beautiful view corridor for the parcel.

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

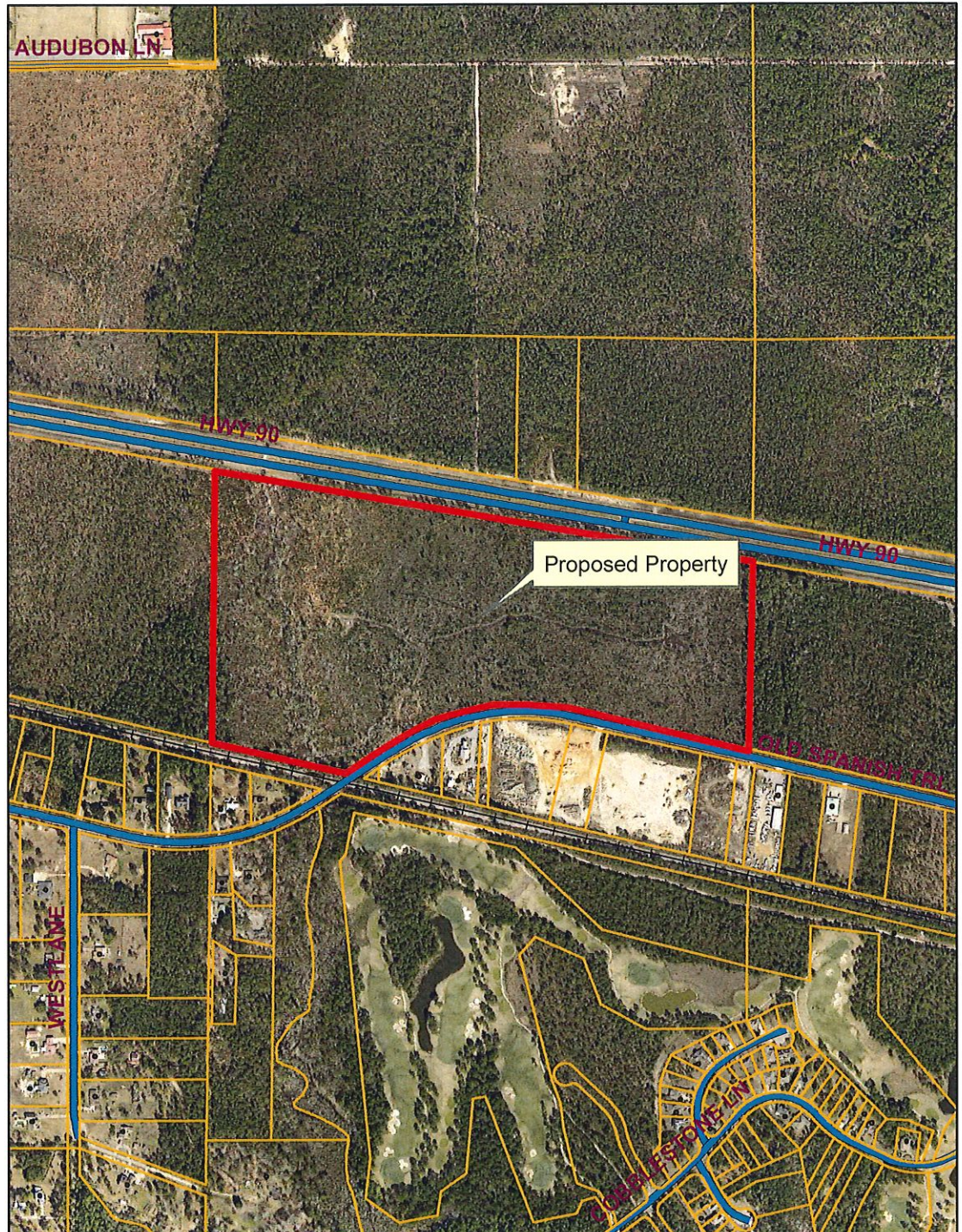


Exhibit B

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

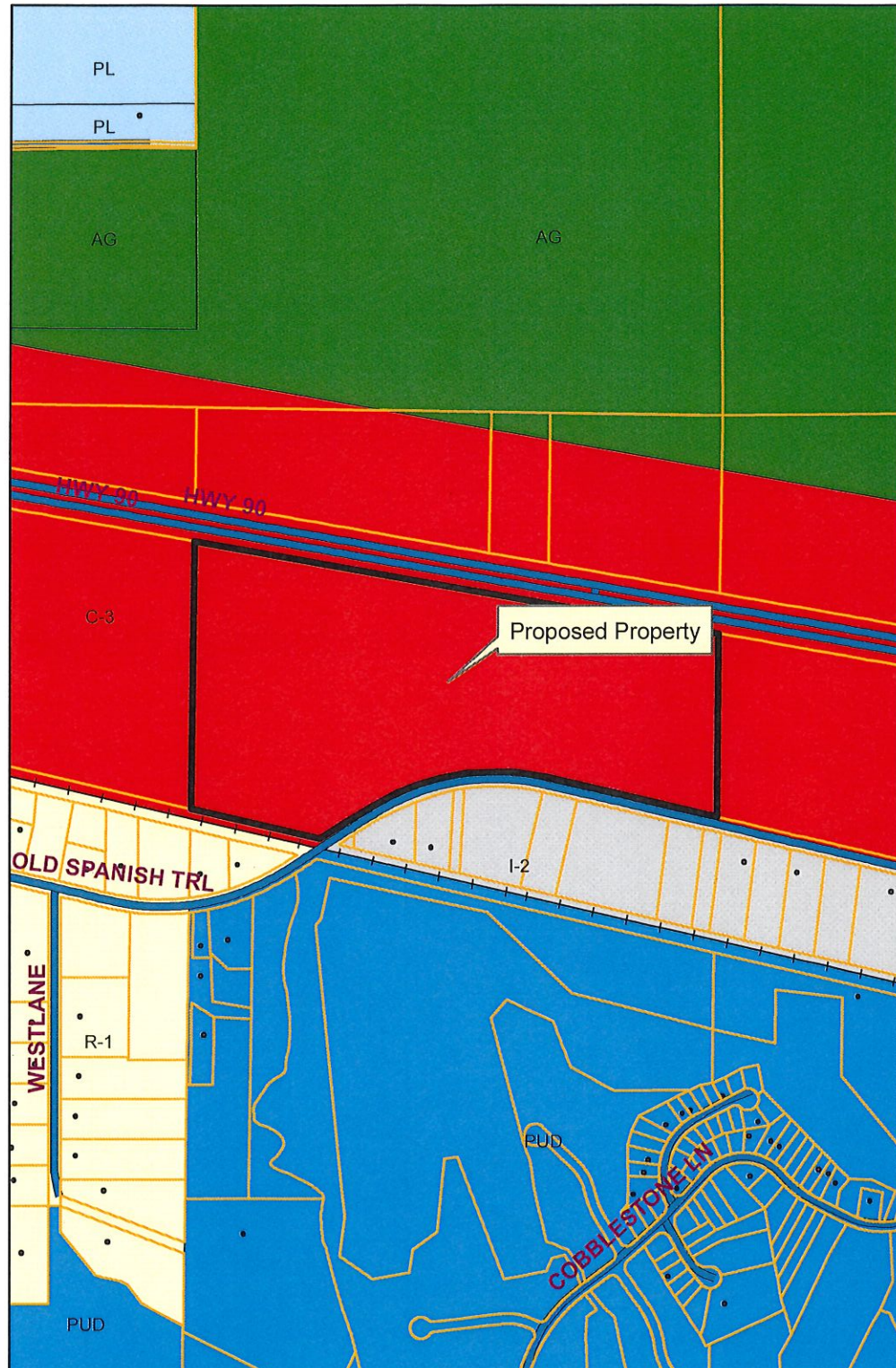


Exhibit C

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

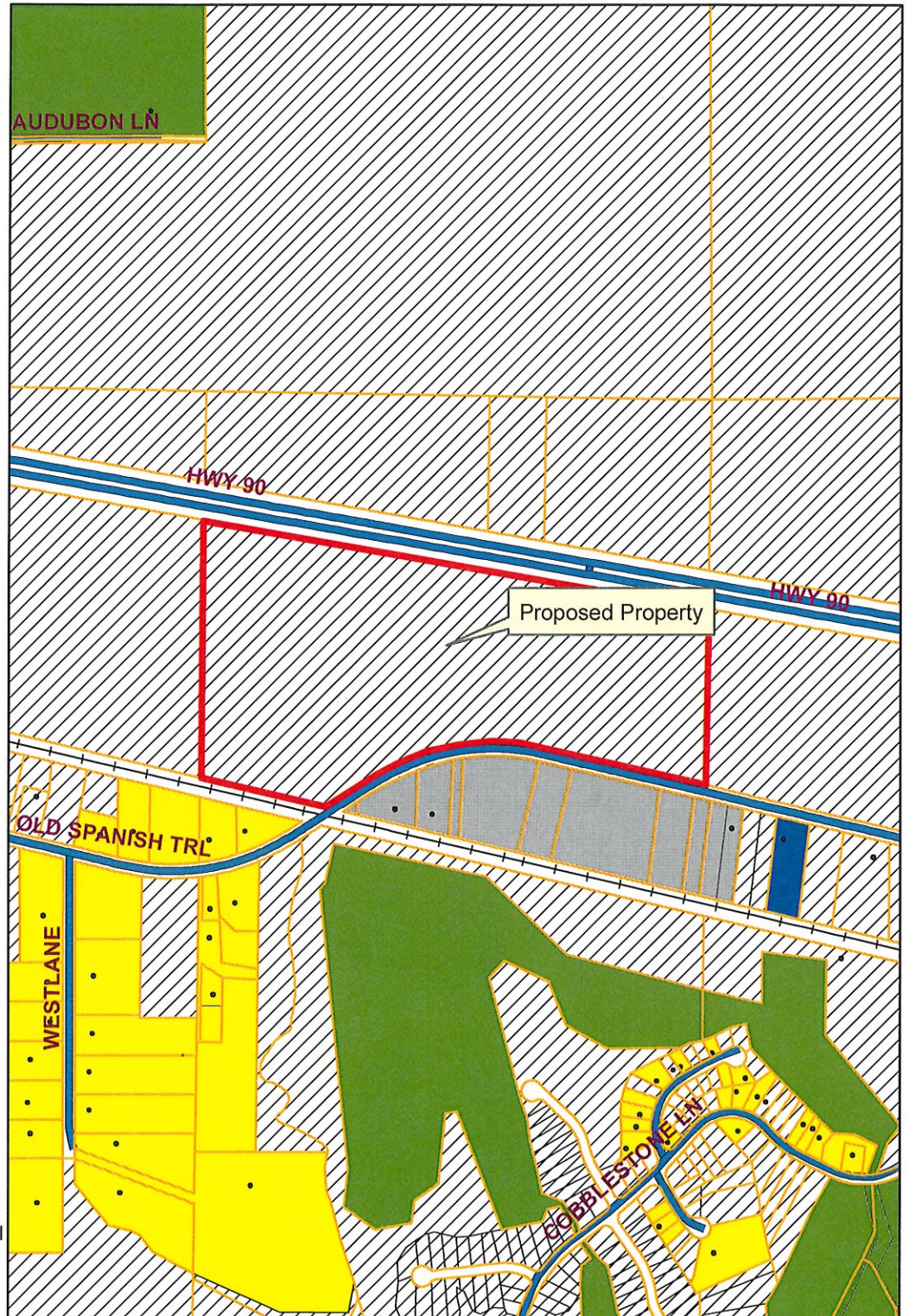


Exhibit D Future Land-Use

Prepared By:

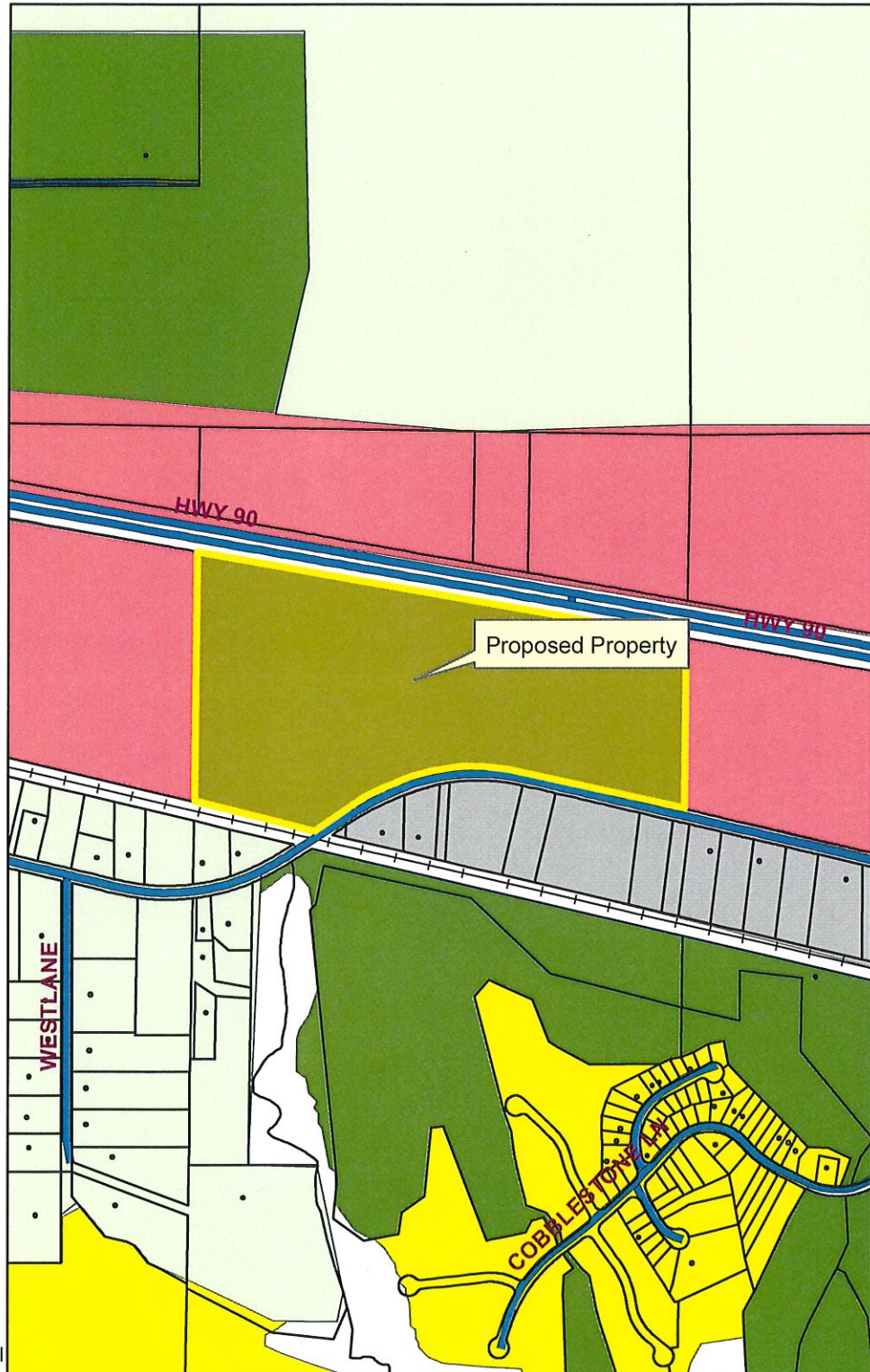
City of Gautier
Planning Department

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 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.

Mayor Torjusen recused himself at 6:59pm and left the room.

Councilman Colledge made the motion to consider the request by Ellery Development, LLC, for a Conditional Use-Major, as presented, that would allow the 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 on Highway 90, PID#82433003.000 (GPC Case No. 21-01-CU). Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 025-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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:

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

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	<u> X </u>	\$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		FEE:
Conditional Use - Minor	<u> </u>	\$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

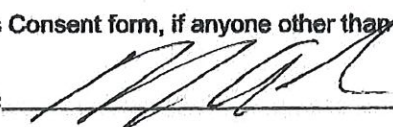
E-Mail Address: ellerydevco@gmail.com

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

Signature of Applicant(s): 

Date of Application: 15 DEC 20

FOR OFFICE USE ONLY	
Date Received <u>12-15-2020</u>	Verify as Complete <u>SA/BL</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>BL</u>

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 # 1267208. 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 needed 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 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.
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

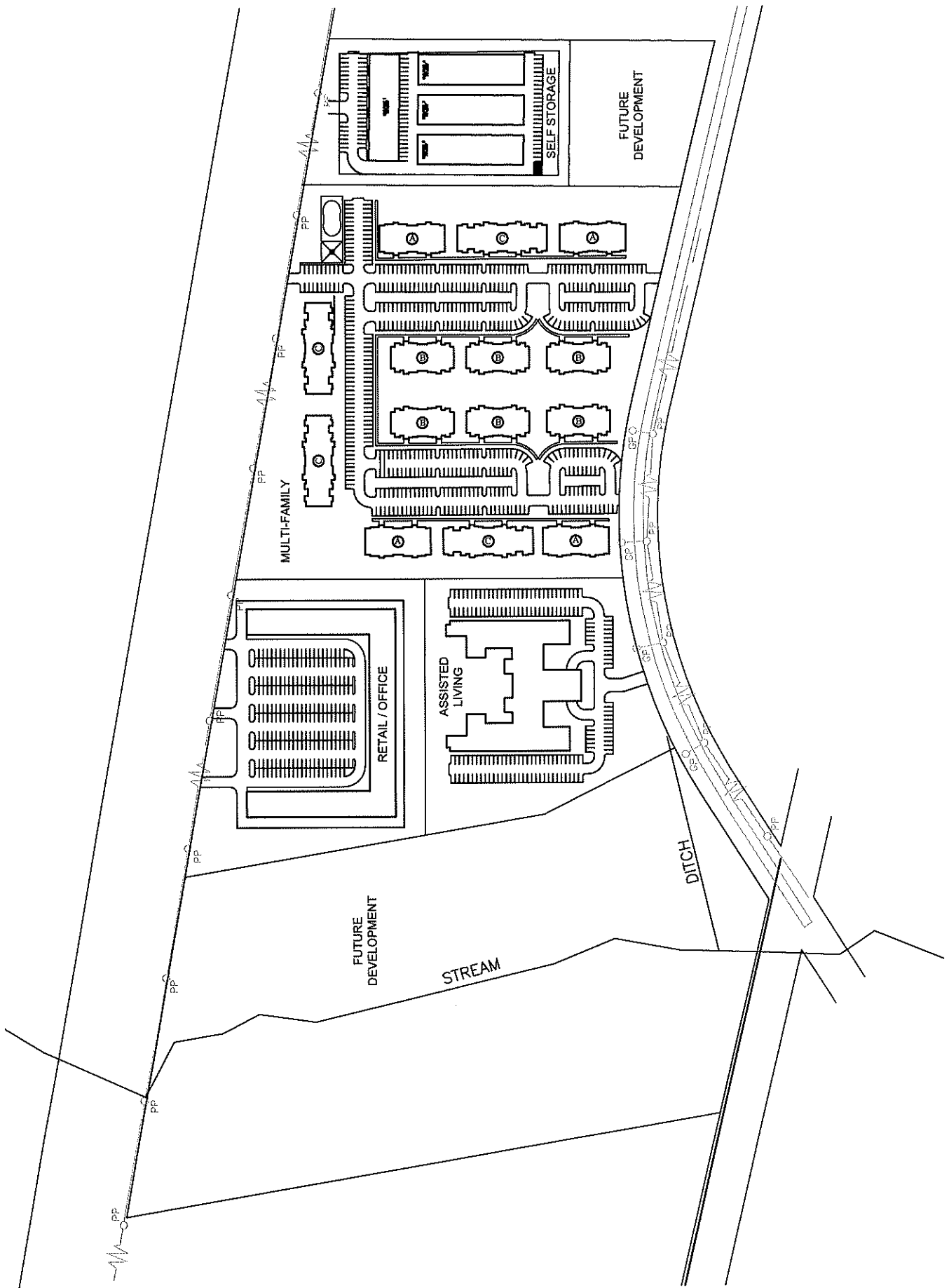
The mini warehouse / self-storage is slated to have approximately 70,000 sf of conditioned and non-conditioned storage units in four (4) buildings. Landscaping elements including streetscaping along the US Hwy 90 frontage will provide a beautiful view corridor for the parcel.

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

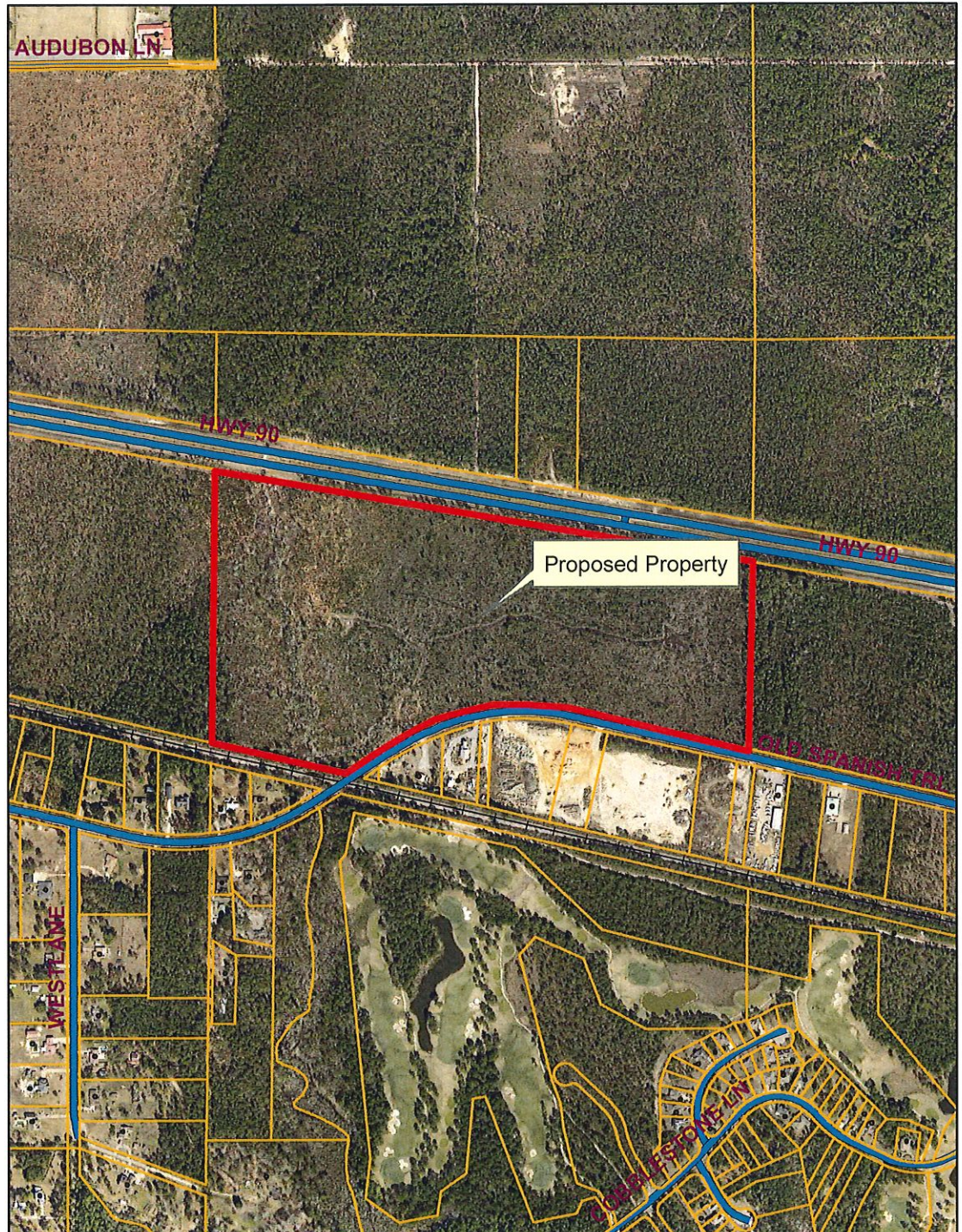


Exhibit B

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

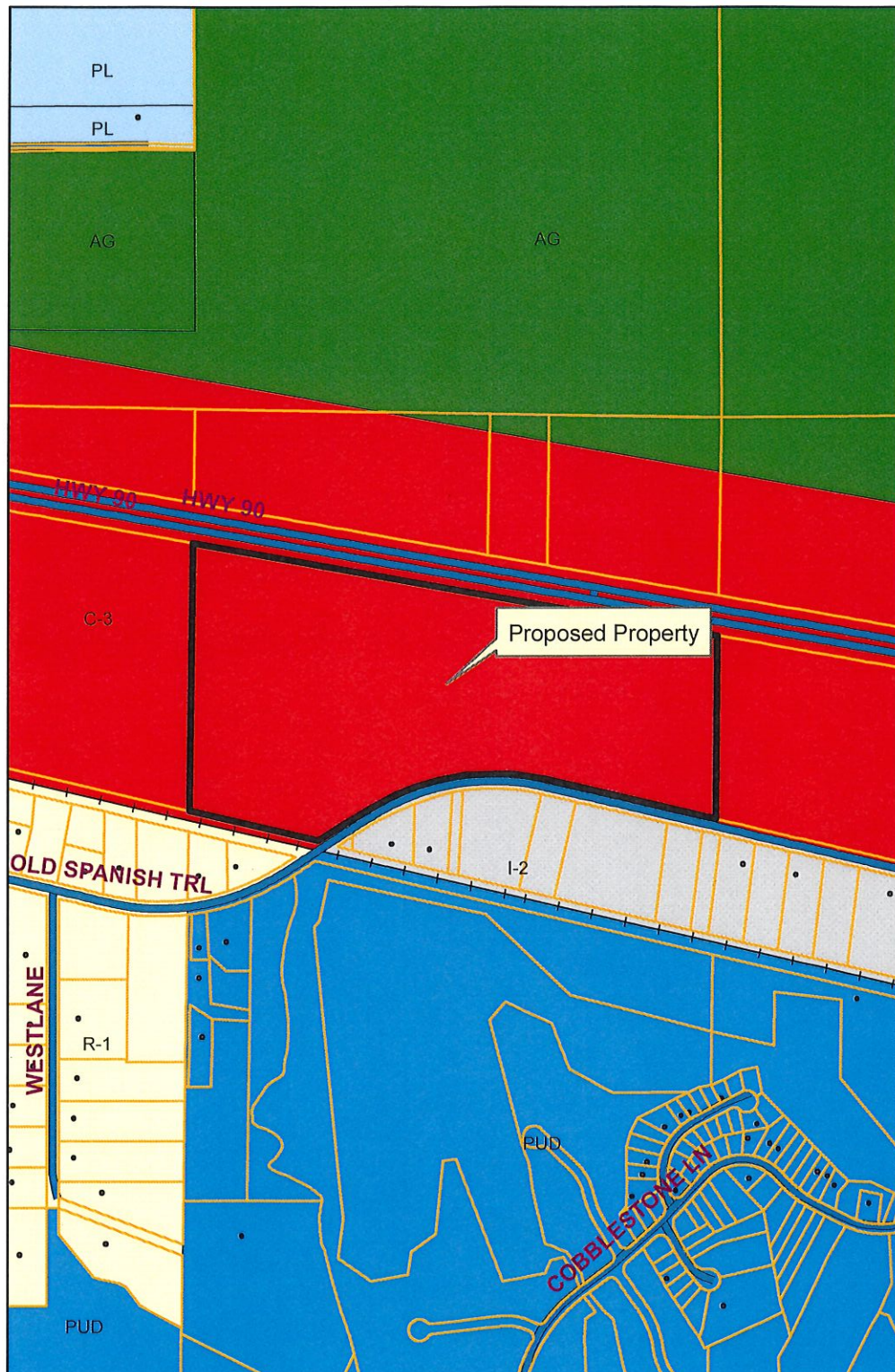


Exhibit C

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

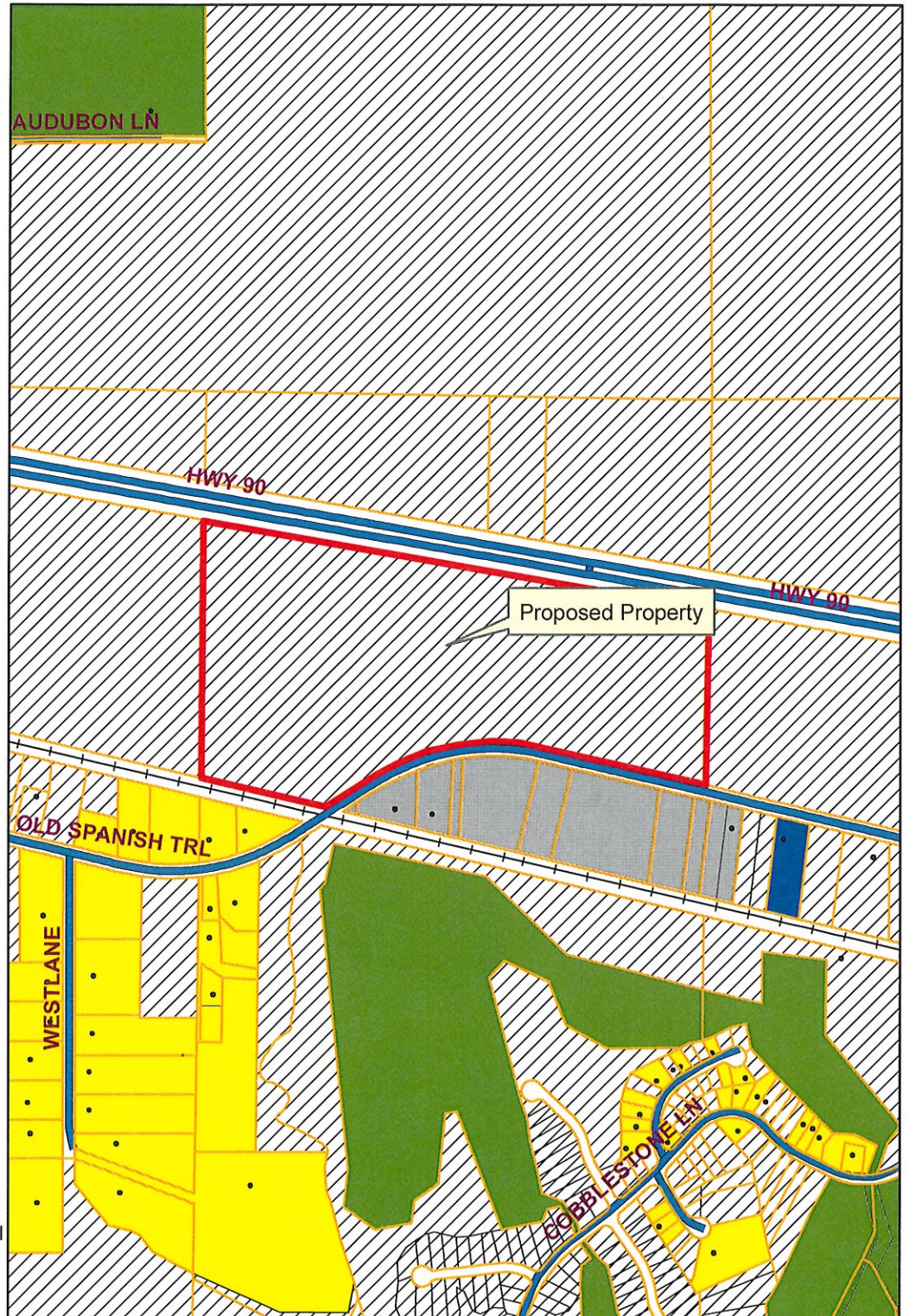


Exhibit D Future Land-Use

Prepared By:

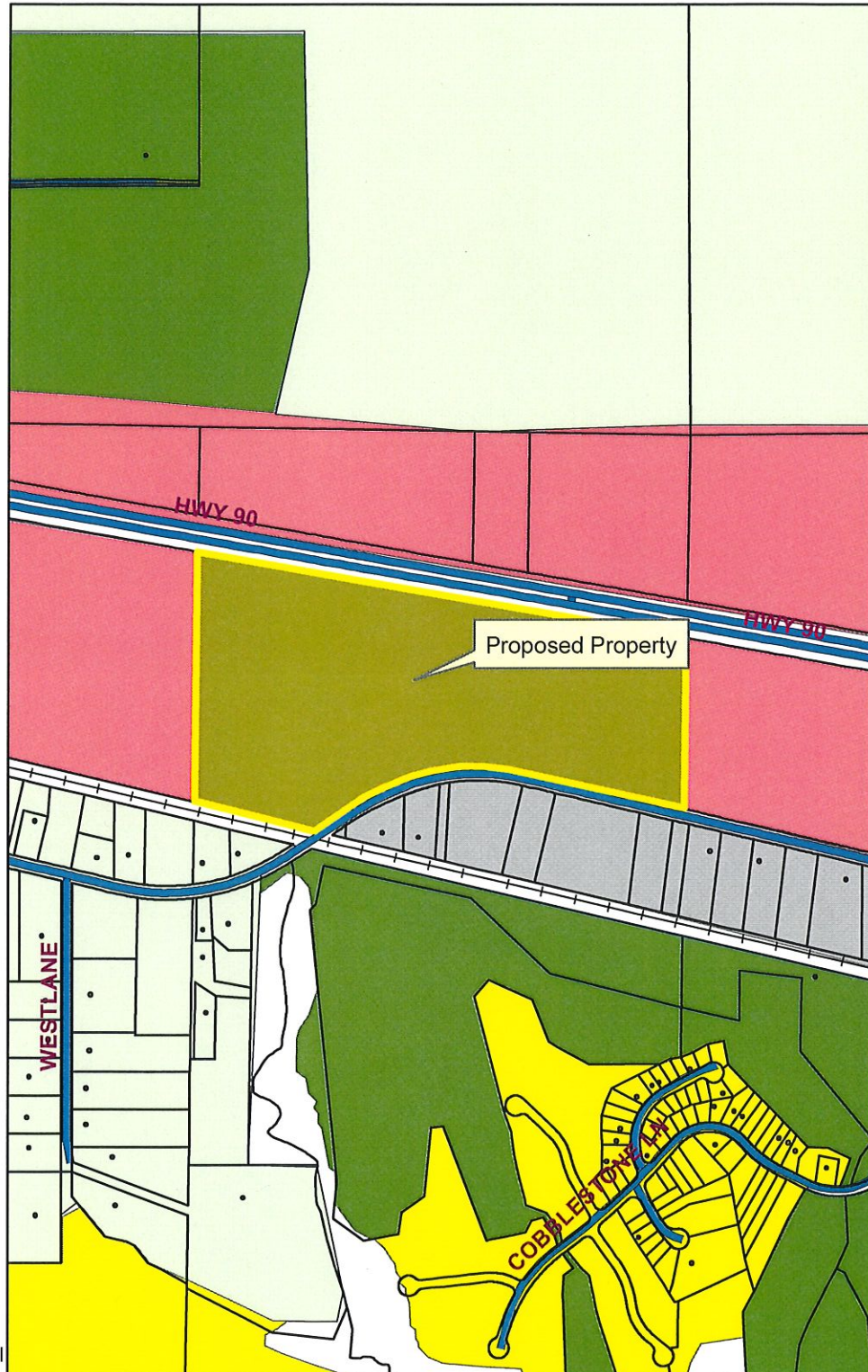
City of Gautier
Planning Department

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.

Mayor Torjusen returned to the Council Chambers at 7:08pm.

Councilman Vaughan made the motion to appoint Claude D. Stubbs at 2501 Bayou Bend to represent Ward 3 and the former, current planning commissioner, Josh Ward at 1104 Homestead to be appointed to the At-Large position. 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 026-2021

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 -	Claude D. Stubbs
Appointment:	At Large -	Josh Ward

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 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:

Councilman Colledge made the motion to approve the budget amendments for FY 2021, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 097-2021

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

AYES:	Phil Torjusen Mary Martin Cameron George Richard Jackson Casey Vaughan Rusty Anderson Adam Colledge
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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 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
		<u>159,086.99</u>	
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
		<u>159,086.99</u>	

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
		<u>5,500.00</u>	
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
		<u>5,500.00</u>	

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
		<u>512,926.33</u>	
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
		<u>20,000.00</u>	
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.

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman 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 027-2021

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 **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 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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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	

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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

Councilman Vaughan made the motion to approve Consent Agenda Items 1-11, 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 028-2021

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11 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 16, 2021.

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

ORDER NUMBER 029-2021

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 **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 16, 2021.

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

RESOLUTION NUMBER 098-2021

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 16, 2021.

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

ORDER NUMBER 030-2021

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 **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 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: _____

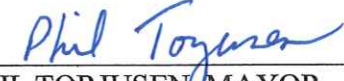
ATTEST:

CITY OF GAUTIER, MISSISSIPPI



TERESA MONTGOMERY
CITY CLERK

By:



PHIL TORJUSEN, MAYOR

DATED: _____

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

ORDER NUMBER 031-2021

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 **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 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

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

ORDER NUMBER 032-2021

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 **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 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)

COGENT

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

2/16/2021
Date


On behalf of Cogent Strategies LLC

2-18-21
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

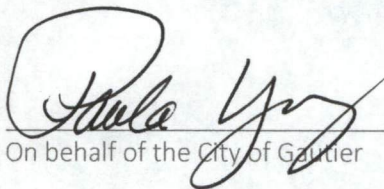
1. The Parties hereby agree to extend the term of the Agreement through February 5, 2021.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions please do not hesitate to contact me.

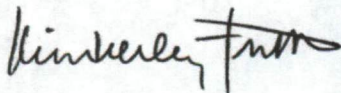
Sincerely,

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

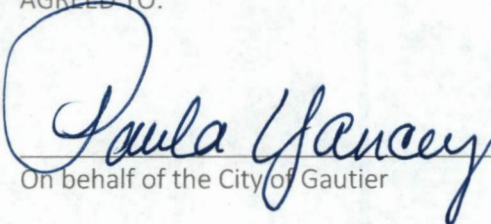
1. The Parties hereby agree to extend the term of the Agreement through February 5, 2020.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

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.

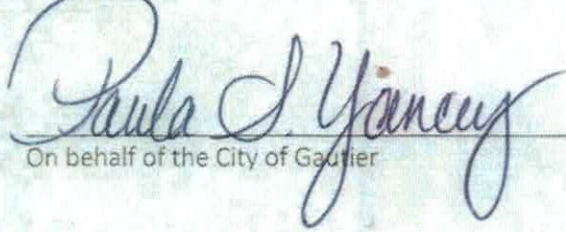
8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the its subject matter.
9. **Modifications and Amendments.** 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.

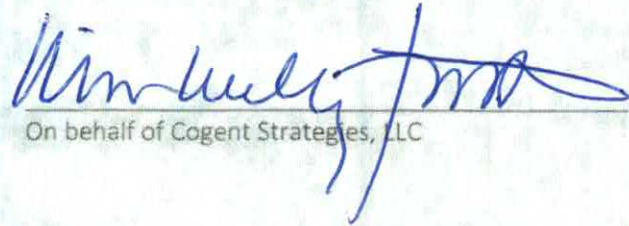
Sincerely,

Kimberley Fritts
President & CEO

AGREED TO:


On behalf of the City of Gautier

Date


On behalf of Cogent Strategies, LLC

2-23-18
Date

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

ORDER NUMBER 033-2021

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 **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 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.

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 099-2021

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

Mayor Phil Torjusen	<u>AYE</u>
Councilwoman At Large Mary Martin	<u>AYE</u>
Councilman Cameron George	<u>AYE</u>
Councilman Richard Jackson	<u>AYE</u>
Councilman Casey Vaughan	<u>AYE</u>
Councilman Rusty Anderson	<u>AYE</u>
Councilman Adam Colledge	<u>AYE</u>

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.

ATTEST:

Phil Torjusen, MAYOR

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:

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

ORDER NUMBER 034-2021

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 **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 16, 2021.

[illegible]

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

ORDER NUMBER 035-2021

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 **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 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>	

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

ORDER NUMBER 036-2021

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 **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 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.

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.

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

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.

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.

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

© C Spire a service of Cellular South, Inc., May, 2015.

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

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 (<i>including fees</i>)				\$410.28
*Total Annual Recurring Cost for all Users (<i>including fees</i>)				\$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

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

ORDER NUMBER 037-2021

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 **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 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	

During City Manager Comments, a discussion was held between Mayor and Council regarding the Gulf Coast Restoration Fund Grant Agreement between the City of Gautier and Mississippi Development Authority.

Councilman Vaughan made the motion to approve the Mississippi Development Authority – Gulf Coast Restoration Fund Grant Agreement, as presented, and for the Mayor to sign and execute. Councilwoman Martin seconded the motion. The vote was carried unanimously.

Mayor Torjusen made the motion to Adjourn until March 2, 2021 at 6:30pm. Councilwoman Martin seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
GRANT AGREEMENT

City of Gautier
Jackson County, Mississippi

This Grant Agreement ("Agreement"), dated as of February 3, 2021, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Gautier set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislation appropriated Three Million, Five Hundred Thousand Dollars (\$3,500,000) to assist the City of Gautier with its Town Center Development Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast

Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2021. Any portion of the grant funds not disbursed before June 30, 2021 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and

- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide semi-annual reports, due October 15th and March 15th of the current fiscal year, on the status of the project; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to

the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be

verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.

- m. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- n. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.

- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
John Rounsaville, Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF GAUTIER

By: Phil Torjusen
Phil Torjusen, Mayor

ATTEST:

Teresa Montgomery
Teresa Montgomery, City Clerk

**Annex A
to
Grant Agreement**

- Item 1-** Name of Entity: **City of Gautier**
- Item 2A-** Description of Project: **Gulf Coast Restoration Funds to be used to assist the City of Gautier with land acquisition and other eligible expenditures as approved by MDA at its Town Center development project ("Project Site"). The Project Site includes the 55-acre Singing River Mall property and the adjacent 32-acre Town Commons Park. Internal labor will not be reimbursable.**
- Item 2B-** Soft Cost Expenses: **Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.**
- Item 3-** Grant Amount: **\$3,500,000**
- Item 4-** Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2021. Any grant funds not disbursed before June 30, 2021 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The Entity commits that they will make an investment in the Project of at least Four Million, Eight Hundred and Eighty-One Thousand, Nine Hundred and Thirty Dollars (\$4,881,930) to incentivize the development of the project.

- Item 5-** Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) By June 30, 2021, the City of Gautier will complete the acquisition of the Project Site; and (2) By December 31, 2022, the City of Gautier will complete Phase I of the Town Commons Park with the matching funds the City committed to the Project ("Performance Metric Commitments").

In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- Address Notice:

**Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources**

**City of Gautier
3330 Highway 90
Gautier, Mississippi 39553
Attention: Mayor Phil Torjusen**

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) **ss:**
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2021, within my jurisdiction, the within named John W. Rounsaville, who acknowledged he is the Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2021.

Notary Public

My Commission Expires:

[S E A L]

STATE OF MISSISSIPPI)
) ss:
COUNTY OF JACKSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of February, 2021, within my jurisdiction, the within named Phil Torjusen, who acknowledged he/she is the Mayor of City of Hawthier, and that for and on behalf of said City of Hawthier, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Hawthier City Council so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th
day of February, 2021.

Notary Public

My Commission Expires:

May 6, 2022

[S E A L]



CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

March 2, 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 March 2, 2021.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

March 2, 2021
Approval of the purchase of a Wireless CCTV
mobile trailer from WCCTV (Option B) for the
Gautier Police Department

Introduced by:
Contact Person/Telephone

Danny Selover 497-8007

Summary Explanation: Approval of the purchase of a Wireless CCTV mobile trailer from WCCTV (Option B) for the Gautier Police Department

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 a Wireless CCTV mobile trailer; and

WHEREAS, the mobile surveillance unit could be placed in areas of the city as needed to monitor city events or as a deterrent to crime; and

WHEREAS, two written competitive quotes were received, and staff recommends purchasing the unit from WCCTV, under Option B, as indicated in the attached quote;

WHEREAS, the purchase amount for the Wireless CCTV mobile trailer is \$29,300.00, and will be paid for with DOJ Asset Forfeiture money; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a CCTV mobile trailer from WCCTV (Option B) for the Gautier Police Department in the amount of \$29,300.00 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 March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 2/19/2021
Subject: Request that the Mayor and City Council approve the purchase of a Wireless CCTV mobile trailer for the Gautier Police Department.

REQUEST:

Request that the Mayor and City Council approve the purchase of a Wireless CCTV mobile trailer for \$29,300.00.

BACKGROUND:

The Gautier Police Department is in need of a mobile surveillance unit that could be placed in areas of the city as needed to monitor events or activities.

DISCUSSION:

The Gautier Police Department will utilize the mobile camera trailer as an extension of the police department. The mobile camera unit can be placed in high crime areas or in neighborhoods of the city as a deterrent to crime. The mobile unit can also be used during city functions to monitor crowds and activities during special events. Having a mobile camera unit is a tool that will help the Gautier Police Department protect the citizens and property of Gautier.

RECOMMENDATION:

The City Council allow the Gautier Police Department purchase a mobile camera trailer from Wireless CCTV for \$29,300.00. The mobile camera trailer will be added to the master inventory and placed on our insurance.

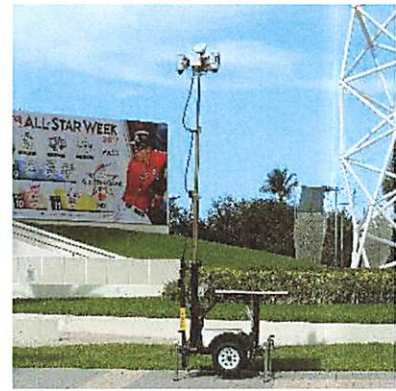
ATTACHMENTS:

1. video trailer quote
2. wnaco trailer casmera quote

WIRELESS CCTV

Proposal for: Gautier PD

Private and Confidential



Prepared for:
Capt. Jerry Killingsworth

Prepared by:
Richard Harries

Date: Monday, 01 February 2021

Wireless CCTV LLC
866 Presidential Drive
Suite 406
Richardson
Texas
75081

Tel: + 1 877 805-9475



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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems, and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 20 years' experience in mobile video surveillance
- Verizon LTE certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 4Tbyte)
- Video Analytics*
- HeartBeat Diagnostics*

Wireless CCTV's Mini Dome systems provide the user with complete flexibility and portability. The WCCTV Mini Dome is available with a range of different cameras designed to suit all deployment and budgetary requirements. The systems can be deployed in any location and are ideal for rapid installation and temporary surveillance applications.

2. Solutions and Systems Overview

WCCTV Mini Dome Range:

Wireless CCTV's Mini Dome Range provides the user with complete flexibility. The Range takes the Standard WCCTV Feature set and integrates a selection of Industry Leading PTZ Camera Options designed to suit all deployment and budgetary requirements.

The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

WCCTV 4G IR Mini Dome

WCCTV's 4G IR Mini Dome is a rapid deployment pole camera specifically designed for mobile video surveillance applications. The system delivers live and recorded high definition images via 4G LTE networks.

Standard Features

- 4G LTE and Wi-Fi Ready
- Low Power Low Light HD PTZ
- Universal Mounting Bracket
- 15ft Power Cord
- Flight Case

Options

- 500GB – 4TBYTE HDD/SSD
- Video Analytics License
- Heartbeat Diagnostics License
- 4G LTE Data-plans 1GB – 20GB
- Upto 3 Additional Cameras
- Solar Pack
- Solar Trailer



WCCTV 4G Covert Mini Dome

The WCCTV 4G Covert Mini Dome is a mobile video surveillance product specifically designed to discreetly blend into its environment and deliver live and recorded video via 4G LTE networks.

Standard Features

4G LTE and Wi-Fi Ready
Covert HD PTZ camera
Long Distance zoom
Universal Mounting Bracket
15ft Power Cord

Options

500GB – 4TBYTE HDD/SSD
Video Analytics License
Heartbeat Diagnostics License
4G LTE Data-plans 1GB – 20GB
Solar Pack



WCCTV Surveillance Trailer Range:

Wireless CCTV has a Range of Surveillance Trailers purpose built to complement the Mini Dome camera Range in scenarios where neither pole or shore power are viable options.

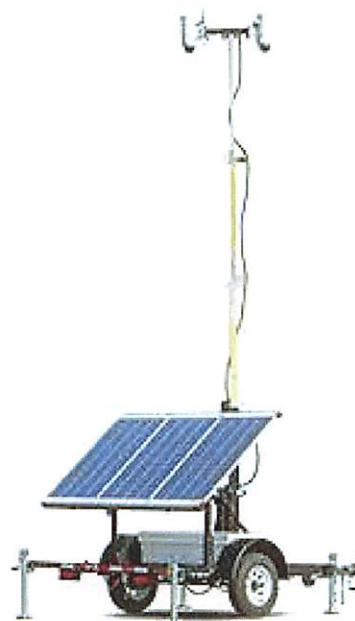
Standard Features

DOT Approved Mini-Trailer with 20" Ball hitch
Removable Draw Bar
20ft Hand Cranked Mast
400Ah Battery (8 Days Autonomy)*
Security Sealed Battery Enclosure
2 Camera Bracket set
Power and Comms Cables.

[6 minute install](#)

Options

260, 390 or 520watt solar array
200/400 battery upgrade
Tilting Draw Bar
4 camera Bracket upgrade
LPR Enclosure Upgrade
200/400Ah battery upgrade



3. Price

WCCTV IR Mini Dome:

Product Code	Item & Category	Description	QTY
101-2510	IR Mini Dome Package	WCCTV IR Mini Camera, 2TB HDD, 1Yr service package (service, support, warranty, heartbeat, analytics, smart switch & (optional) data plan)	1
SHIP	Shipping	Shipping to client client location	1
TOTAL			\$6,100.00

WCCTV Covert Mini Dome:

Product Code	Item & Category	Description	QTY
101-9986	COVERT MINIDOME	Covert Minidome + IR HD PTZ Camera (AXIS) + 4G LTE + WiFi + Antennae Set + Mounting Bracket + 15ft 110v Cable + Standard CB BOX	1
101-2042	2 TBYTE HDD	2 TBYTEHard Disk Drive compatible with any WCCTV Minidome or V4 NVR	1
WCCTVCFH	Connection Fee	One off payment when customer connecting own sim card	1
WCCTVHOS	Support Package	1 Year Support Package for customer using own sim card	2
SHIP	Shipping	Shipping to client location	1
TOTAL			\$8,215.48

Option A - WCCTV 260W Solar Trailer (1* IR PTZ cameras)

Product Code	Item & Category	Description	QTY
101-2520	260W Mini Dome Solar Trailer package	• DOT-approved trailer • 20' mast • 400Ah battery/260W Solar Array • Tilting draw bar • Capable of broadcasting live & recorded messages • Blue light system (triggered manually or via video analytics) • 2* IR-illumination PTZ cameras • 2TB Local storage • LTE network capability (network connection to be provided by Prosper PD) • 1 Year Warranty (both trailer & cameras)	1
SHIP	Shipping	Shipping to client location	1
TOTAL			\$21,295.00

Option B - WCCTV 520W Solar Trailer (2* IR PTZ cameras, 1* Multi-sensor)

Product Code	Item & Category	Description	QTY
101-2530	520w Mini Dome Solar Trailer Package	• DOT-approved trailer • 20' mast • 400Ah battery/260W Solar Array • Tilting draw bar • Capable of broadcasting live & recorded messages • Blue light system (triggered manually or via video analytics) • 2* IR-illumination PTZ cameras • 1* IR-illumination multi-sensor camera • 2TB Local storage • LTE network capability (network connection to be provided by Prosper PD) • 1 Year Warranty (both trailer & cameras)	1
SHIP	Shipping	Shipping to client location	1
TOTAL			\$29,300.00

2 cam?

Pricing based on GSA schedule 84 price list (contract number GS-07F-031DA)

*pricing sales tax at the prevailing rate

4. Data Plan Support Services

The suggested solution does not include a data plan (to be supplied by client)

Support Provided	WCCTV Data Plan
2 year warranty	Included
Advanced replacement	Included
Remote install	Included
Network management	Included
Remote bespoke training	Included
Remote diagnostics	Included
Support guides:	Included
•Install	
•software	
Training on demand	Included
Email tech support	Included
Telephone tech support	Included
Training videos	Included
Support Package	Included
Connection fee	Included

5. WCCTV Heartbeat - Proactive Diagnostics

What does WCCTV Heartbeat detect?

Connection Issues: We will report if the connection to your WCCTV system fails or the system goes offline

Camera Failures: We can detect if a camera has developed a fault or has been tampered with.

Hard Disk Failures: We can detect any hard disk failures or if the system stops recording.

Recording Issues: Reports if the system records for less time than expected.

Time & Date Inaccuracy: Reports when the time is incorrect or tampered with

6. Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24 or 36 months (the "Fixed Term"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, or 36 months after it begins, depending on which Fixed Term is agreed upon and ordered.
2. If airtime for the Equipment is purchased, the amount of monthly gigabytes specified above (the "Included Gigabytes") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).
3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms and Conditions or until a new rate plan is agreed upon.
4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms and Conditions) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms and Conditions.
5. All terms not defined herein shall have the same meaning as set forth in the terms and conditions
6. You are bound by and subject to WCCTV's terms and conditions. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.
7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms and Conditions. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms and Conditions. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.
8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail

7. Terms and Conditions

Wireless CCTV, LLC ("WCCTV") and you, as the person or entity placing an order ("You") with WCCTV, hereby agree to the following terms and conditions ("Terms and Conditions") with respect to the sale of certain equipment, including, but not limited to, wireless surveillance solutions and peripheral equipment (collectively, the "Equipment") and related airtime and other services (the "Service"). At WCCTV's option the Equipment may be offered without airtime. These Terms and Conditions are delivered in the proposal from WCCTV (the "Proposal") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms and Conditions, the Terms and Conditions shall control.

Authorization

- 1.1 If You are an entity and not an individual, then the person accepting these Terms and Conditions represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.
- 1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms and Conditions.
- 1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third parties.

Order, Delivery and Equipment

- 2.1 WCCTV shall supply the Equipment at the price(s) specified herein, or otherwise in writing by WCCTV, upon placement of order.
- 2.2 WCCTV shall deliver the Equipment at its own risk to the address provided when the order is placed.
- 2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time but it shall not incur any liability in the event of any delay.
- 2.4 Placement of Your order constitutes acceptance of these Terms and Conditions and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that constitutes Your firm offer to purchase the Equipment/Service ordered at the prices set forth in this Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms and Conditions or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms and Conditions.
- 2.5 You shall examine the Equipment upon receipt and notify WCCTV if the Equipment is not in good working order at the time of receipt or is not the Equipment ordered within three (3) business days of the delivery date.

Term; Cancellation of Service

- 3.1 If You purchase Equipment which includes airtime, You agree to a minimum fixed term of 12, 24 or 36 months (the "Fixed Term") as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "Term". You are bound by these Terms and Conditions for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.
- 3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.
- 3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms and Conditions (including but not limited to failure to pay) or upon thirty (30) days written notice for any reason whatsoever. Your obligation to pay for Equipment and Services already purchased shall continue regardless of termination.

Charges

- 4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("Usage Charges") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Section 3.2.
- 4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.
- 4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "Charges") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Section 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.
- 4.4 You shall pay all Charges invoiced by WCCTV within fifteen (15) calendar days from receipt (the "Due Date") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of \$5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.
- 4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed \$500.00.
- 4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our current price list.
- 4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.
- 4.8 You shall pay invoices issued to You on a delayed basis, after cancellation or termination of Service, for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.
- 4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment; Credit Card Charges and Authorization

- 5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed \$500.00 or any established credit limit, whichever is greater, during a billing period.
- 5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You authorize WCCTV to immediately submit a charge on the credit card in an amount to be determined by WCCTV (the "Authorization Amount"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be \$1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.
- 5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

- 6.1 Upon delivery to You, WCCTV will provide an instructional DVD on the use of the Equipment (the "DVD").
- 6.2 You will use the Equipment in accordance with the DVD and any manufacturer's instructions and/or specifications (collectively, "the Manufacturer's Instructions") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms and Conditions by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.
- 6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the price of the Equipment. Until ownership of the Equipment transfers to You, You agree that You will not:
 - 6.3.1 Effect any repairs or modifications to the Equipment
 - 6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
 - 6.3.3 Deface or add to the Equipment;

- 6.3.4 Allow the use of the Equipment by any third party; or
- 6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.
- 6.3.6 Sell the Equipment to a third party or let a third party use the Equipment.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.

6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this clause

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Services from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and

7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

7.2.1 (subject to clause 8.2(b)) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and

7.2.2 obey that third party's license terms as shown in the third party software and third party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this section.

Limited Warranty as to Equipment, Disclaimer of Warranty, Limitation of Liability, Indemnity

8.1 WCCTV warrants to the original purchaser of the Equipment that the Equipment will be in working order when it is delivered and that it will not have a mechanical failure for a period of 12 months thereafter (the "12 Month Limited Warranty Period"). During this 12 Month Limited Warranty Period, for claims covered under this limited warranty WCCTV shall repair or replace the Equipment (at its option) so long as the Equipment is returned, and received by WCCTV no later than 15 days of the expiration of the 12 Month Limited Warranty Period. You must ship the Equipment on which You make a claim under this warranty to WCCTV at Your own expense. You must include proof of purchase and proof of date of purchase.

8.2 If WCCTV finds that Equipment reported as having a mechanical failure is in working order or has failed as a result of any of the following: misuse, abuse, neglect, physical damage, use not in accordance with Manufacturer's Instructions or as a result of violation of these Terms and Conditions, then the limited warranty does not apply, is void and You will pay any shipping charges relating to the delivery and/or return of the Equipment, in addition to any other Charges due hereunder.

8.3 The limited warranty provided herein is contingent on Charges being current and there being no breach of these Terms and Conditions.

8.4 WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Section) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

8.5 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS SECTION AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS SECTION, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.6 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE.

8.7 The limited warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.8 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

8.9 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS & CONDITIONS.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms and Conditions including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms and Conditions without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

- 10.3.1 make any modifications to the Equipment or its packaging;
- 10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;
- 10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;
- 10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or
- 10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this section, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 866 Presidential Drive, Suite 406, Richardson, TX, 75081

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms and Conditions shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms and Conditions are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms and Conditions can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms and Conditions are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms and Conditions cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms and Conditions constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms and Conditions by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms & Conditions without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms and Conditions without WCCTV's prior written consent. Subject to these restrictions, the Terms and Conditions will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.



Mini Solar Surveillance System

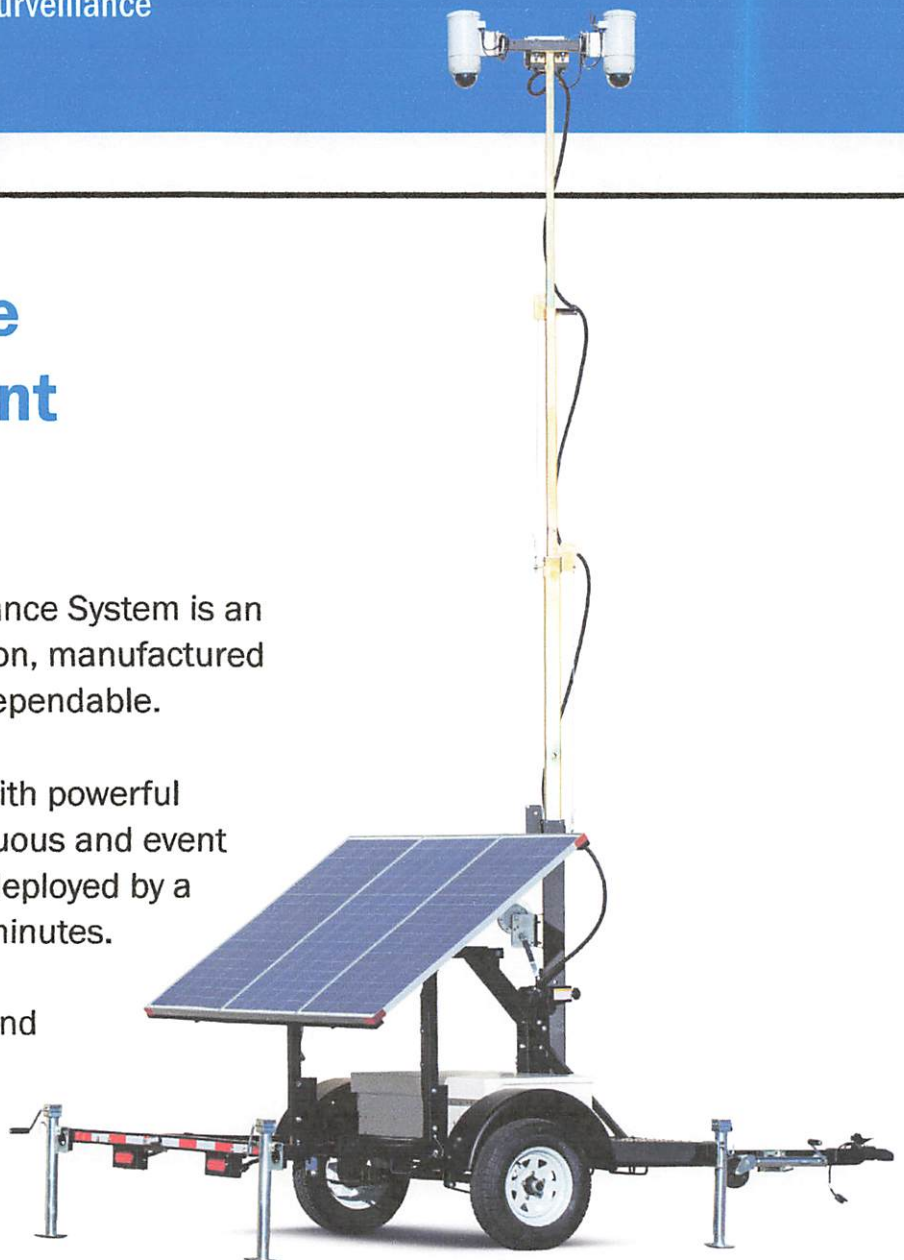
Portable, Reliable, 24/7 Video Surveillance

- **Cost-effective**
- **Power-efficient**
- **Feature rich**

The Wanco Mini Solar Surveillance System is an all-in-one portable video solution, manufactured in America to be rugged and dependable.

The system comes equipped with powerful and robust software for continuous and event recording, and can be rapidly deployed by a single person in less than 10 minutes.

Instantly add security, safety, and monitoring to virtually any location with the Wanco Mini Solar Surveillance System.



800-972-0755
www.wanco.com

Model WCTS-Mini HD2

Features

- Self-contained 1080p HD camera including:
 - Low-light PTZ with 360° rotation
 - Onboard digital recording to a solid state NVR from 500GB to 4 TB
 - High-speed 4G LTE/3G cellular modem with built-in GPS
 - LAN Wi-Fi connectivity, 2.4 or 5.8 GHz
- Optional second camera available
- Cellular plan included
- 260W, 390W, or 520W solar array provides autonomous operation in most locations
- Tilting solar array for maximizing solar gain
- Onboard AC charger
- Industry leading 2-year warranty

Telescoping, easy to raise,
20-foot tower with nearly
360 degree rotation

Solar charging for year-round
autonomous operation with
sufficient sunlight

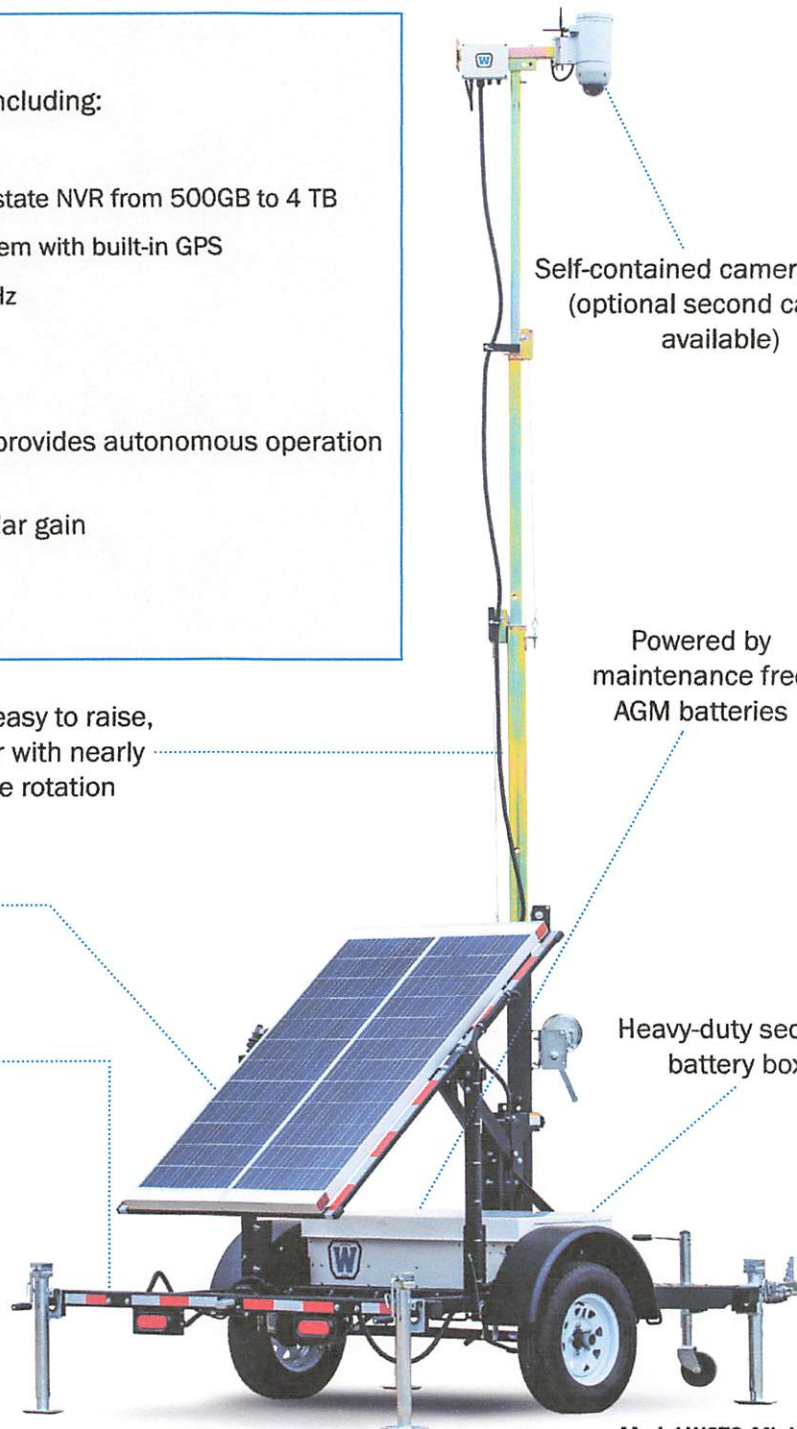
Compact trailer weighs less
than 1400 lbs. and can be
towed by most vehicles

Self-contained camera system
(optional second camera
available)

Powered by
maintenance free
AGM batteries

Heavy-duty security
battery box

To see or order the Wanco Mini
Solar Surveillance System, call
800.972.0755 or visit
www.wanco.com



Model WCTS-Mini

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice. Wanco and the Wanco logo are registered trademarks of Wanco Inc. All other trademarks are property of their respective owners.



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Corp: 303-427-5700 | Cell: 470-233-9831 | Fax 303-427-5725 |
tim.paulino@wanco.com

QUOTE

FOR: GAUTIER PD
Capt. Killingsworth

QUOTE NO.: 20210218-01

TODAY'S DATE: 2/18/2021

QUOTE EXPIRES:

WANCO CONTACT	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Tim Paulino	BEST WAY	FOB FACTORY	6-8 Weeks ARO	NET 30	

SPECIAL INSTRUCTIONS

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		Trailer: Welded tubular steel construction, Extendable Rear Bumper for Added wind Stability, Front access fork lift pockets, Round Full Wheel Fenders that are Bolted to the Trailer Frame, Axle Assembly 2,000 lb., Double-Eye Leaf Springs, 13" Wheel / tires, Four 2,000 lb. Corner Stabilizer Jacks, Red and White Conspicuity Tape Drawbar: Removable, 2" Ball Hitch, Swivel Wheel Tongue Jack, Flat-four trailer lights plug Tower: Telescoping 20ft hand crank tower, Rotates approximately 360 degrees, Tower top holds three Mini-Dome Model Cameras, cables up mast protected in liquid tight loom Solar panel: 900W solar configurations, hand crank tilting frame, Solar charge controller 30A with LVD Batteries: Heavy-duty steel Security box with dual puck locks, Four 4D AGM Batteries (24Vdc system, 400 Ah Total Capacity), 45 Amp Smart Battery Charger, Master disconnect switch Standard colors: Powder-Coated Flat Black frame and tower, white battery box Primary Camera: Primary IR HD Mini Dome PTZ camera, 1080p resolution, 23x Optical Zoom, 2 TB SSD, smart switch, IR range 150 ft, Red-Blue Flashing Beacon, Banshee Siren 4G modem , Wi-Fi®, GPS, Analytics Agency to supply unlimited data SIM Card for Verizon network Secondary Camera 1 : Multi-Senor (4MP x 4 lens) Secondary Camera 2: HD IR PTZ Dome (23x Optical, 1080p resolution)	\$35,900.00	\$35,900.00
				\$0.00
				\$0.00
				\$0.00
1		Shipping	\$700.00	\$ 700.00
SUBTOTAL				\$36,600.00
SALES TAX				
TOTAL				\$36,600.00

To ensure prompt processing of your accepted quotation, please sign below and return this form to your Customer Service Representative.

I hereby accept this quotation: _____
Signed Date

Please print name: _____ PO or Ref. # _____

Quotation prepared by: Tim Paulino

THANK YOU FOR CONSIDERING WANCO

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting: **March 2, 2021**

**Annual Renewal of the Contract with Singing River
 Services for the Life Care Plus Program**

Title:

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Annual renewal of the contract between Singing River Services and the City of Gautier for the contract period of April 15, 2021 thru April 15, 2022.

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, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2021 thru April 15, 2022 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 March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 2/23/2021
Subject: Annual Renewal of Contract with Singing River Services for the Life Care Plus Program

REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract of April 15, 2021 thru April 15, 2022.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

RECOMMENDATION:

The contract renewal cost is \$3,000 and is a budgeted expense for FY2021. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2021-2022 City of Gautier EAP Contract

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2021 to April 15, 2022 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2021.

SINGING RIVER SERVICES
Tax ID Number 64-0650708

BY: _____
Sherman F. Blackwell, II
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

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

Council Meeting:
Title:

March 2, 2021
**Approval of the Contract Agreement between the
City of Gautier and Jackson County Election
Commission for the municipal primary**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Contract Agreement between the City of Gautier and Jackson County Election Commission for the municipal primary

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 abolished its Municipal Election Commission by Ordinance on September 1, 2020; and

WHEREAS, following abolition of the Municipal Election Commission, the City entered into an Agreement for Services with Jackson County, Mississippi to have the Jackson County Election Commission conduct the municipal election and other functions performed by municipal election commissioners; and

WHEREAS, the City desires to enter into a Contract with the Jackson County Election Commission to conduct the municipal primary election as well as other duties authorized by statute; and

WHEREAS, the total cost of the Commission's service is \$5,500.00, plus expenses; and

IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract between the City of Gautier and the Jackson County Election Commission is approved in an amount not to exceed \$5,500.00, plus expenses.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 2, 2021.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362
Danny_Glaskox@co.jackson.ms.us

Jerry Sims
Commissioner, District 2
(228) 769-3006

Michael Dickinson
Commissioner, District 4
(228) 769-3261



Debbie Hodges
Commissioner, District 3
(228) 769-3008

Deborah Parker
Commissioner, District 5
(228) 769-3007

TO: CITY OF **GAUTIER**

DATE: **2/16/2021**

SUB: CITY MUNICIPAL ELECTION CONTRACT

Danny Glaskox, Jerry Sims, Debbie Hodges, Michael Dickinson and Deborah Parker of the Jackson County Election Commission agree to conduct Gautier's Municipal Primary Election to be held on April 6, 2021. Danny Glaskox will build the election in SEMS & GEMS and prepare for the City a "master" paper ballot for "hand counted" absentee and affidavit ballots. All Commissioners will be available for technical assistance the entire day of the election. Danny Glaskox will upload the City's election results at the end of the day into the Commission's GEMS system and give the City an "Unofficial" count on the night of the election. The City will receive an update of the final count with absentee and affidavit ballots counted after the election and at that time we will give you an "Official" results afterwards. The total cost to the City of Gautier will not exceed **\$5500.00** for the Commission's services.

ALL voting machines will be tested by the Commission with the City representative present to observe, if requested. The Commission will deliver and pick-up the TSX voting machines with the assistance of City workers and a City vehicle. The associated cost of paying an adequate number of poll managers, receiving and returning managers, resolution board members (if needed) and any other cost associated with the election is the responsibility of the City of Gautier. The City Clerk may print the poll books and address libraries for this election or may contract with the Circuit Clerk's office at a cost determined by the number of pages required. **Adding voter history in SEMS after the election is recommended and will also be at a cost determined by Circuit Clerk Randy Carney's office.**

We, the Commissioners, agree to perform all the duties of municipal election commissioners pursuant to the Mississippi Elections Code, including, but not limited to:

- Build the Special election in SEMS and GEMS.
- Provide Logic and Accuracy testing on the TSX voting machines used.
- Set-up the machines the day prior to the election date.
- Break down the machines the day after the election.
- Provide technical assistance for the operation of the voting machines during the day of the election.
- Provide the city with a PDF copy of the ballot for use in printing their absentee ballots and affidavit ballots.
- Provide "Unofficial" voting accumulation at the end of the election at our office facility located at 4111 Amonett St. in Pascagoula.
- Hire poll managers; provided, however, that the City will pay the cost of said poll managers.
- Hire "Resolution" board members, provided, however, that the City will pay the cost of said Resolution board members.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362
Danny_Glaskox@co.jackson.ms.us

Jerry Sims
Commissioner, District 2
(228) 769-3006

Michael Dickinson
Commissioner, District 4
(228) 769-3261



Debbie Hodges
Commissioner, District 3
(228) 769-3008

Deborah Parker
Commissioner, District 5
(228) 769-3007

The City agrees to:

- Provide a safe and secure facility for the TSX voting machines prior to, during, and after the election.
- Provide two City workers & City-owned vehicle to transport and help unload the TSX machines to each ward prior to Election Day (if needed).
- Provide two City workers & City-owned vehicle to transport and help load the TSX machines & return back to our office after the election.
- Pay mileage reimbursement for any travel in private vehicles at the rate of \$.56 per mile for each commissioner.
- Provide a City representative to pick up TSX memory packs prior to the election and to return the memory packs to our office at 4111 Amonett for tally of the "UNOFFICIAL" results after the election.
- Print its own poll books from the SEMS program OR contract with the CC's office to do so at a cost determined by his office.
- Print its own address libraries from the SEMS program OR contract with the CC's office to do so at a cost determined by his office.
- Print or provide its own voting supplies (regular receipt, affidavit with I.D. & affidavit without I.D. receipt books, affidavit ballot envelopes, black & red ink pens, any other items necessary for the election)
- Pay the cost of "training" an adequate number of poll managers (**if necessary**) at a cost of \$250.00 for EACH class of no more than 20 people.
- Pay the cost of hiring an adequate number of poll managers for each ward.
- Pay the cost to of hiring an adequate number of "resolution" board members to process absentee ballots after the election. (# of members is determined by number of absentee ballots to process)
- Pay the cost of posting voter history to the SEMS program (cost to be determined by voter turn-out).
- Pay any & all cost related to Covid 19 supplies necessary in each ward, ie, cleaning supplies **and** all supplies necessary for the protection of all poll managers & voters in each ward.
- **To the extent authorized and permitted by Mississippi law, the city further agrees to be liable for any damage to the commission's voting machines caused solely by the city.**

Danny Glaskox _____ Chairman, Jackson County Election Commission

Teresa Montgomery _____ Gautier City Clerk

Date: _____

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

March 2, 2021
Authorization to remove office equipment from the
Gautier Fire Department's inventory and declare such
items surplus.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove office equipment from the Gautier Fire
Department's inventory and declare such items surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2021

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING OFFICE EQUIPMENT FROM THE GAUTIER FIRE DEPARTMENT'S INVENTORY AND DECLARE THE EQUIPMENT SURPLUS

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

GE Over the Range Microwave
Model #JVM3160DF2WW
Serial #FG248119A
Inventory #2289

WHEREAS, the Mayor and Members of the Council have determined that given the age and condition of the equipment, these items have no value, and therefore removal from inventory and declaring surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the equipment described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 2nd of March, 2021.

MAYOR

ATTEST:

CITY CLERK



GAUTIER FIRE DEPARTMENT

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

"Proudly protecting Natures Playground"

To: Paula Yancey, City Manager
From: Josh Latch, Interim Fire Chief
Date: 02/22/2021
Subject: Resolution removing broken equipment and inventory items.

Request:

City Council authorization is requested for the City Clerk department to remove the following over the range microwave from the city inventory.

GE Over the Range Microwave

Model # JVM3160DF2WW

Serial# FG248119A

Inventory # 2289

Background: The City Clerk's Department has determined that the items are no longer in working order. Removal from inventory is in best interest of the City of Gautier.

Discussion: Microwave has short circuited and no longer in working condition.

Recommendation: The City staff recommends that City Council authorizes the removal of these items listed from inventory so the inventory spreadsheet can be updated.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

March 2, 2021
Authorization to accept a donation of twelve laptop computers and a computer server for the Gautier Police Department

Introduced by:
Contact Person/Telephone

Danny Selover 497-2486

Summary Explanation: Authorization to accept a donation of twelve laptop computers and a computer server for the Gautier Police Department from the Jackson County District Attorney's Office.

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 Gautier Police Department is seeking authorization to accept twelve Panasonic Toughbooks laptop computers and a Hewlett-Packard computer server from the Jackson County District Attorney's Office; and

WHEREAS, the Toughbooks will be used by officers in the field, while the server will be used to run software associated with the use of the Toughbooks; and

WHEREAS, the Jackson County District Attorney's Office has purchased the equipment with their funds 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 twelve Panasonic Toughbooks laptop computers and a Hewlett-Packard computer server to the Gautier Police 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 **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 March 2, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Lee Bond , Captain
Date: 2/24/2021
Subject: Donation of Laptop Computers & Computer Server

REQUEST:

The Police Department requests City Council approval in accepting the donation of twelve laptop computers and a computer server from the Jackson County District Attorney's Office.

BACKGROUND:

Jackson County District Attorney Angel McIraeth has agreed to purchase and donate to the Police Department twelve (12) Panasonic Toughbooks, worth \$26,970.24 and a Hewlett-Packard server, worth \$4,704.83. The Toughbooks will be used by officers out in the field and the server will be used to run software associated with the use of the Toughbooks.

DISCUSSION:

The Jackson County District Attorney's Office has purchased the equipment with their funds. The City only needs to accept the donation and place the items on inventory.

RECOMMENDATION:

The Gautier Police Department recommends the City Council approve and accept the donation of twelve laptops computers and one computer server from the Jackson County District Attorney's Office.

ATTACHMENTS:

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 2, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
