

March 25, 2021
CALL FOR SPECIAL MEETING

WHEREAS, there exist certain matters which the below signed Mayor and Council Members of the City of Gautier desire to handle prior to the next regular meeting; and

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the Mayor and Council of the City of Gautier, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on March 25, 2021 at 1:00 PM. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972.

The agenda of said Special Meeting shall be as follows:

AGENDA
CITY OF GAUTIER
March 25, 2021
1:00 PM

- I. **Call to Order**
- II. **Agenda Order Approval**
- III. **Business Agenda**

Approval of Amended Limited Use Agreement with First United Methodist Church

- IV. **Adjourn**

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/s/ Phil Torjusen
Phil Torjusen, Mayor

/s/ Adam Colledge
Adam Colledge

/s/ Rusty Anderson
Rusty Anderson

/s/ Mary Martin
Mary Martin

/s/ Casey Vaughan
Casey Vaughan

/s/ Richard Jackson
Richard Jackson

/s/ Cameron George
Cameron George

**AMENDED LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER,
MISSISSIPPI AND FIRST UNITED METHODIST CHURCH OF GAUTIER,
MISSISSIPPI**

This Amended Limited Use Agreement (hereinafter, "Agreement") is executed to be effective the ____ day of _____, 2021, between the City of Gautier, Mississippi (hereinafter, "the City") and First United Methodist Church of Gautier, Mississippi (hereinafter, "the Church").

WHEREAS, the Church owns and operates a Methodist Church establishment at 2717 HWY 90, Gautier, Mississippi 39553 (hereinafter, "the Property"); and

WHEREAS, the Property includes a large area used primarily for vehicle parking (hereinafter, "the parking lot") during services and related events (a depiction of the parking lot is attached hereto as "Exhibit A"); and

WHEREAS, the City owns real property (hereinafter, "the Pavilion") adjacent to the parking lot; and

WHEREAS, the City desires to have use of the parking lot for vehicle parking during city-sponsored events hosted at the Pavilion; and

WHEREAS, the City also desires to permit use of the parking lot for vehicle parking when private entities or individuals utilize the Pavilion following express and written permission by the City, however the City agrees not to do so during the first year of this Agreement; and

WHEREAS, the Church also desires to utilize the Pavilion for certain community activities twice each year; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the Church and City desire to permit such uses, and agree to do so pursuant to the following terms:

THEREFORE, in consideration of the following mutual covenants and conditions the City and the Church agree to the following terms which constitute a Limited Use Agreement for the parking lot:

1. The parking lot is graphically depicted on the attached “Exhibit A”.
2. The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.
3. The City will provide premise liability insurance coverage for the parking lot when it is used for city-sponsored events, which shall cover the Church during said events.
4. The City will construct and maintain a bridge across the drainage ditch between the parking lot and the Pavilion for access. The obligation to maintain the bridge will expire with termination of this Agreement.
5. The City will not use the parking lot on Wednesdays or Sundays, unless express, written permission is provided by the Church.
6. The City shall perform all cleaning of the parking lot following use for city-sponsored events.
7. The City understands and acknowledges that, throughout the year, the Church will host several functions on Saturdays, and the Church agrees to provide 60 days notice of such functions to the City so that City-sponsored events are not scheduled on those dates.

8. The City agrees to provide the Church with notice of proposed events requiring use of the parking lot as soon as practicably possible.
9. In additional consideration for this Agreement, the Church is authorized to utilize the Pavilion twice each year for community events.
10. The Church shall be allowed use of the Pavilion upon coordination with the City Manager to ensure no scheduling conflicts exist.
11. The Church, in consideration for the use of the Pavilion, agrees to leave the property in the same condition as it existed before the Event.
12. The Church agrees to defend, indemnify, and hold harmless the City and its employees, agents, representative, and council members from any claims arising from the use of the Pavilion.
13. The Church will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.
14. The Church agrees to maintain liability insurance with liability limits of \$500,000.00, with said insurance to cover, as a named insured or as an additional insured, the City of Gautier and its employees, agents, representative, and council members for any claims arising, directly or indirectly, from the use of the Pavilion.
15. The points of contact for purposes of this agreement are:

Name: Paula Yancey
Entity: City of Gautier
Phone: (228) 497-8000

Name: Ken Taylor
Entity: First United Methodist Church of
Gautier Mississippi
Phone:

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

16. The initial duration of this agreement shall be for 5 years. The term shall automatically renew for a period of 1 year if notice of termination is not received within 30 days of the expiration of the initial duration.

17. Either party reserves the right to cancel this Agreement upon 90 days written notice.

18. The terms of this Agreement shall be construed and enforced pursuant to the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

CITY OF GAUTIER, MISSISSIPPI

FIRST UNITED METHODIST CHURCH
OF GAUTIER, MISSISSIPPI

By: _____

By: _____

Paula Yancey, City Manager

_____, Authorized Representative

Dated: _____

Dated: _____

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Admin. Assistant
Date: 3/25/2021
Subject: Discuss City Attorney Comments

REQUEST:

BACKGROUND:

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Admin. Assistant
Date: 3/25/2021
Subject: Discuss City Clerk Comments

REQUEST:

BACKGROUND:

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Admin. Assistant
Date: 3/25/2021
Subject: Discuss City Manager Comments

REQUEST:

BACKGROUND:

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Admin. Assistant
Date: 3/25/2021
Subject: Discuss Council Comments

REQUEST:

BACKGROUND:

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Admin. Assistant
Date: 3/25/2021
Subject: Discuss Citizen Comments

REQUEST:

BACKGROUND:

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS: