

Tuesday
June 17, 2014
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 June 17, 2014 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Josh Danos and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 17, 2014 @ 6:30 PM**

- I. Call to Order**
 - 1 Prayer**
 - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1 Office closed Friday, July 4, 2014 in observance of Independence Day**
- IV. Presentation Agenda**
 - 1 Presentation on the 2014 – 2015 Bond Market and Gautier’s position in the bond market place by Lindsey Rea with Raymond James**
 - 2 April 2014 Finance Report by Teresa Montgomery, Comptroller**
- V. Public Agenda**
 - 1 Agenda Comments**
- VI. Business Agenda – Old Business**
 - 1 Conduct public hearing (Quasi-Judicial Procedures) and receive public comment regarding 3677 Mackerel Drive, Gautier, MS. Barbara L. Aguillard, owner.**
- VII. Business Agenda – New Business**
 - 1 Resolution requesting CMT “Party Down South” reconsider any decision to film in Gautier.**
 - 2 Order authorizing the renewal of the Inter-local Agreement with Multi-Agency Narcotics Enforcement Team.**
 - 3 Order approving the revisions to the policy for adjustments on water and sewer charges.**

- 4 Order authorizing the City of Gautier to enter into an engineering agreement with Goodwyn, Mills and Cawood, Inc. to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas.
- 5 Order authorizing the engineering agreement with Goodwyn, Mills and Cawood, Inc., for a Sanitary Sewer System Evaluation.
- 6 Order authorizing Bank Depository for FY 2014 – FY 2015 pursuant to state laws.
- 7 Order authorizing the submission of an AmeriCorps Service Project full application for Shepard State Park volunteers.
- 8 Order authorizing the proposal for review appraisal services for Lowe's property donation on William Payne Adams Blvd.
- 9 Order authorizing the acceptance of donation of real property and easement form Lowe's MDOT TE Streetscape Phase 3 Project. STP-0494-00(008)LPA/106378-701000.
- 10 Order authorizing bid advertisement for a bucket truck.
- 11 Order approving the renewal contract for the Jackson-George Regional Library System.
- 12 Order authorizing the submission of FY 2016 Mississippi Tidelands Trust Fund Applications.
- 13 Order approving Docket of Claims.

VIII. Consent Agenda (All items approved in one motion)

- 1 Order authorizing the MOA with Mississippi Department of Archives and History for 2014 Certified Local Government Grant funding – Publications/Marketing Category.
- 2 Consideration of a lease agreement for the Shepard State Park House.
- 3 Consideration of a lease agreement for the Shepard State Mobile Home.
- 4 Order authorizing the Pascagoula School District request to waive fees for Gautier High School Classroom Addition in the amount of \$10,899.00.
- 5 Order approving monetary donation.
- 6 Order approving Minutes from May 29th Special Meeting and June 3rd Regular Meeting.

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
June 17, 2014**

- 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 July 1, 2014 @ 6:30 PM
www.gautier-ms.gov

Motion made by Councilwoman Martin to approve the agenda order with the following changes:

- 1 Table Business Item #4 - Order authorizing the City of Gautier to enter into an engineering agreement with Goodwyn, Mills and Cawood, Inc. to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas.**
- 2 Remove Business Item #7 - Order authorizing the submission of an AmeriCorps Service Project full application for Shepard State Park volunteers.**

Motion seconded by Councilman Vaughan and unanimously carried.

Announcements – None

Presentation Agenda

- 1 United States Army Birthday Proclamation presented to Commander Capt. Louis Cook by Mayor Gollott**
 - 2 Presentation by Raymond James Financial Inc. regarding MS Capital Market and Gautier's comparative position. Lindsey Rae, presenter.**
 - 3 April 2014 Finance Report Teresa Montgomery, Comptroller.**
-

Proclamation

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

WHEREAS, The United States Army traces its history to ten companies of riflemen that answered the call for a Continental Army and enlisted on June 14, 1775; and

WHEREAS, throughout its history, members of the United States Army have served our country at home and abroad, in defense of our nation and our allies around the world; and

WHEREAS, the bravery and courage of members of the United States Army has resulted in over 2400 Army personnel becoming recipients of our nation's highest award for valor, the Congressional Medal of Honor; and

WHEREAS, today over 700,000 Soldiers continue the rich traditions of the United States Army by serving in over 100 countries throughout the world; and

WHEREAS, JUNE 14, 2014 marks the 239th birthday of the United States Army;

NOW, THEREFORE, I, Gordon Gollott, Mayor of the City Of Gautier do hereby proclaim June 14, 2014, to be United States Army Day and encourage all our citizens to recognize the achievements of current and former members of the United States Army.

Dated this 14th day of June 2014

Gordon Gollott, Mayor

April 2014 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,980,267.63
MS Development Loan Katrina	Depository Account	007-000-001	\$1,925.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	(\$344.20)
Transportation Enhancement	Depository Account	013-000-001	\$28,144.50
CIAP-Town Center	Depository Account	014-000-001	\$1,250.00
Allen Road Widening	Depository Account	020-000-001	\$22,369.00
MOHS DUI Enforcement Grant	Depository Account	025-000-001	(\$8,974.74)
MDOT Safe Routes to School	Depository Account	029-000-001	\$15,000.00
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	(\$13,440.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$195,827.85
Fire Protection Fund	Depository Account	160-000-001	\$154,941.71
FF Grant:EMW-2012-FO-02393	Depository Account	161-000-001	(\$0.98)
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	
Tidelands Grant	Depository Account	171-000-001	(\$6,500.00)
Library Support Fund	Depository Account	172-000-001	\$4,693.43
Shepard State Park Fund	Depository Account	176-000-001	\$32,263.95
Solid Waste Fund	Depository Account	404-000-001	\$52,563.78
Solid Waste Grant	Depository Account	405-000-001	\$5,480.00
General Ledger Cash Balance			\$2,703,476.08
General Depository Reconciled Cash Balance			\$2,706,023.44

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$221,839.41
	Enterprise Account-Hancock	400-000-002	\$2,276,969.09
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	(\$44,341.03)
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$2,860,676.86
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	\$13,216.66
General Ledger Cash Balance			\$5,328,360.99
Enterprise Reconciled Cash Balance			\$5,325,438.08

APRIL 2014
YEAR TO DATE TOTALS

General Fund Totals	FY 2014			58.33%
	Budget	April 2014	Balance	% to date
General Fund Revenues	8,985,891.00	6,107,913.53	2,877,977.47	67.9%
Expenditures:				
001 Legislative	107,324.00	64,388.41	42,935.59	59.9%
010 City Court	299,473.00	198,529.54	100,943.46	66.2%
021 City Manager	172,516.00	103,469.04	69,046.96	59.9%
022 Human Resources	145,685.00	80,217.68	65,467.32	55.0%
040 City Clerk	271,588.00	151,877.91	119,710.09	55.9%
045 Finance	179,971.00	103,589.35	76,381.65	57.5%
060 City Attorney	95,000.00	63,333.36	31,666.64	66.6%
090 Economic Dev - Planning	775,982.00	458,561.55	317,420.45	59.0%
092 Building & General Expenses	407,116.00	242,506.43	164,609.57	59.5%
100 Police	3,388,791.00	1,984,081.38	1,404,709.62	58.5%
161 Fire	2,020,247.00	1,004,347.56	1,015,899.44	49.7%
170 Recreation	87,100.00	68,462.90	18,637.10	78.6%
201 PW: Streets	207,000.00	72,370.45	134,629.55	34.9%
205 PW: Maintenance	215,801.00	119,272.08	96,528.92	55.2%
680 Debt Service	0.00	0.00	0.00	
900 Interfund Transfers	798,146.00	279,613.46	518,532.54	35.0%
General Fund Expenditures	9,171,740.00	4,994,621.10	4,177,118.90	54.4%
<i>Total Operating Expenditures</i>	<i>7,906,049.00</i>	<i>4,327,645.55</i>	<i>3,578,403.45</i>	
<i>Total Capital Outlay Expenditur</i>	<i>258,583.00</i>	<i>251,442.43</i>	<i>7,140.57</i>	
<i>Total Debt Service</i>	<i>208,962.00</i>	<i>135,919.66</i>	<i>73,042.34</i>	
<i>Total Transfers Out</i>	<i>798,146.00</i>	<i>279,613.46</i>	<i>518,532.54</i>	
<i>Check Total</i>	<i>9,171,740.00</i>	<i>4,994,621.10</i>	<i>4,177,118.90</i>	
<i>Personnel</i>	<i>6,263,449.00</i>	<i>3,443,286.37</i>	<i>2,820,162.63</i>	<i>55.0%</i>
<i>Supplies</i>	<i>457,331.00</i>	<i>225,217.79</i>	<i>232,113.21</i>	<i>49.2%</i>
<i>Other Services</i>	<i>1,185,269.00</i>	<i>659,141.39</i>	<i>526,127.61</i>	<i>55.6%</i>
<i>Capital Outlay</i>	<i>258,583.00</i>	<i>251,442.43</i>	<i>7,140.57</i>	<i>97.2%</i>
<i>Debt Service</i>	<i>208,962.00</i>	<i>135,919.66</i>	<i>73,042.34</i>	<i>65.0%</i>
<i>Interfund Transfers</i>	<i>798,146.00</i>	<i>279,613.46</i>	<i>518,532.54</i>	<i>35.0%</i>
<i>Check Total</i>	<i>9,171,740.00</i>	<i>4,994,621.10</i>	<i>4,177,118.90</i>	<i>54.4%</i>

**APRIL 2014
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2014	As of April 2014	Balance	58.33% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,977.00	254,928.75	26,048.25	90.7%
Expenditures	282,027.00	255,463.75	26,563.25	90.5%
012 CDBG Downtown Revitalization				
Revenues	454,896.08	293,544.30	161,351.78	64.5%
Expenditures	454,551.88	293,544.30	161,007.58	64.5%
013 TE-Downtown Revitalization				
Revenues	420,000.00	0.00	420,000.00	
Expenditures	465,000.00	16,855.50	448,144.50	3.6%
014 CIAP-Town Center				
Revenues	804,143.75	799,561.71	4,582.04	99.4%
Expenditures	790,466.75	784,684.71	5,782.04	99.2%
020 Allen Road Widening				
Revenues	995,980.00	61,000.00	934,980.00	
Expenditures	957,349.00	0.00	957,349.00	
025 MOHS DUI Enforcement Grant				
Revenues	46,088.00	14,386.86	31,701.14	31.2%
Expenditures	46,088.00	23,361.60	22,726.40	50.6%
029 MDOT Safe Routes to School				
Revenues	125,000.00	15,000.00	110,000.00	12.0%
Expenditures	125,000.00	0.00	125,000.00	
100 Hazard Mitigation Grant 1794-23-01				
Revenues	16,800.00	16,800.00	0.00	100.0%
Expenditures	0.00	0.00	0.00	
103 US DOJ Ballistic Vest Grant				
Revenues	24,552.00	0.00	24,552.00	
Expenditures	24,552.00	13,440.00	11,112.00	54.70%
128 Martin Bluff Road Project				
Revenues	0.00	0.00	0.00	
Expenditures	50,000.00	1,568.29	48,431.71	3.1%
157 US Justice Equitable Sharing				
Revenues	0.00	0.00	0.00	
Expenditures	12,276.00	10,981.65	1,294.35	
160 Fire Protection Fund				
Revenues	98,641.00	0.00	98,641.00	
Expenditures	118,742.00	5,849.26	112,892.74	4.9%

APRIL 2014
YEAR TO DATE TOTALS

161 FF Grant: EMW-2012-FO-02393				
Revenues	29,379.00	29,379.00	0.00	100.0%
Expenditures	29,379.50	29,380.48	-0.98	100.0%
166 MDOT Youth Corp Program				
Revenues	31,508.01	33,273.39	-1,765.38	105.6%
Expenditures	35,000.00	1,014.46	33,985.54	2.8%
171 Combined Tidelands Grant				
Revenues	404,736.76	2,625.00	402,111.76	0.6%
Expenditures	642,111.76	246,500.00	395,611.76	38.3%
172 Library Support Fund				
Revenues	111,698.00	93,874.87	17,823.13	84.0%
Expenditures	111,698.00	97,108.77	14,589.23	86.9%
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00	0.00	99,840.00	
Expenditures	99,840.00	0.00	99,840.00	
176 Shepard State Park				
Revenues	105,541.00	73,146.00	32,395.00	69.3%
Expenditures	100,541.00	55,287.28	45,253.72	54.9%
404 Solid Waste Fund				
Revenues	1,205,000.00	628,015.32	576,984.68	52.1%
Expenditures	1,205,500.00	578,967.39	626,532.61	48.0%
405 Solid Waste Grant				
Revenues		5,855.00	-5,855.00	
Expenditures		375.00	-375.00	

APRIL 2014
YEAR TO DATE TOTALS

General Depository Special Fund

130 \$7M GO Bond - Capital Improvements

	FY 2014 Budget	April 2014	Balance	
Revenue	488,969.00	1,041.43	487,927.57	0.2%
Capital Improvements	2,040,022.79	167,405.23	1,872,617.56	8.2%
Debt Service	488,969.00	107,934.38	381,034.62	22.0%
	2,528,991.79	275,339.61	2,253,652.18	10.8%

APRIL 2014
YEAR TO DATE TOTALS

	FY 2014 Budget	April 2014	Balance	58.33% % to date
Water & Sewer Utility Fund Totals				
Utility Fund Revenues	6,836,647.00	4,771,177.42	2,065,469.58	69.7%
Administration	1,937,700.00	1,165,357.11	772,342.89	60.1%
Water & Sewer O & M	2,343,727.00	1,109,692.91	1,234,034.09	47.3%
Debt Service	2,348,397.00	1,328,038.71	1,020,358.29	56.5%
Transfers	545,007.00	0.00	545,007.00	
Utility Fund Expenditures	7,174,831.00	3,603,088.73	3,571,742.27	50.2%

Total Operating Expenditures	4,121,427.00	2,275,050.02	1,846,376.98	
Total Capital Outlay Expenditure	160,000.00	0.00	160,000.00	
Total Debt Service	2,348,397.00	1,328,038.71	1,020,358.29	
Total Interfund Transfers	545,007.00	0.00	545,007.00	
Check Total	7,174,831.00	3,603,088.73	3,571,742.27	

Personnel	103,727.00	67,954.67	35,772.33	65.5%
Supplies	360,000.00	74,224.62	285,775.38	20.6%
Other Services	3,657,700.00	2,132,870.73	1,524,829.27	58.3%
Capital Outlay	160,000.00	0.00	160,000.00	
Debt Service	2,348,397.00	1,328,038.71	1,020,358.29	56.6%
Interfund Transfers	545,007.00	0.00	545,007.00	
Check Total	7,174,831.00	3,603,088.73	3,571,742.27	50.2%

Enterprise Special Fund

	FY 2014 Budget	April 2014	Balance	58.33%
414 CIAP Funds: Old Shell Landing				
Grant Proceeds	474,615.12	377,620.32	96,994.80	79.5%
Construction Phase Services	474,615.12	421,961.35	52,653.77	88.9%

	FY 2014 Budget	April 2014	Balance	
421 MSB - Water Ionization Project				
Loan Proceeds				
Expenditures	2,864,351.86	3,675.00	2,860,676.86	0.1%

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

ORDER NUMBER 129-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to the Mississippi Codes Annotated, 1972 & Title 21, Chapter 19, Section 11 and based on all evidence and testimony presented at the public hearing, including the Planning and Economic Development Department's discussion paper, that the property owned by – Barbara L. Aguillard, 3677 Mackerel Drive, Gautier, MS, Lots 173, 174 & 175 Point Clear Riviera S/D and made the subject of this public hearing, is in such a state of uncleanness as to be a menace to public health, safety and welfare of the community.

Based on these findings, the Mayor and Members of the Council hereby approve and authorize the City by the use of municipal workers or by contract to clean the land, by cutting the grass and weeds, removing rubbish, dilapidated fences, building, vehicles, boats, and other debris, etc. as recommended by the Planning and Economic Development Department. The municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning – Barbara L. Aguillard, 3677 Mackerel Drive, Gautier, MS, PIDN 86304192.000, Lots 173, 174 & 175 Point Clear Riviera S/D, Deed Bk 1353, page 757.

IT IS FURTHER ORDERED that the City Manager and City Clerk are 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: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Joe Belles, Code Enforcement Officer
Through: Patty Huffman, Grants and Project Manager
Chandra Nicholson, Planning and Economic Development Director
Date: May 14, 2014
Subject: 3677 Mackerel Drive Gautier, Mississippi 39553.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, Mayor and City Council should conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and render the structure safe by securing all windows and doors.

BACKGROUND:

An initial observation by code enforcement in October 2008 cited a non-operational vehicle, a boat, and the vacant property was scattered with trash and debris. A violation notice was left at the property and followed by a letter of violation sent to the owner who resided a few blocks away at 2805 Flounder Circle. The initial violation was closed by code enforcement in December 2008.

A few years later when code enforcement was given the additional responsibility to address dilapidated homes and structures, the case was reopened on this vacant property in February 2011. At this time code enforcement cited, a non-operational vehicle, boat and the dilapidated condition of the home and allowed the owner 30 days to correct the violations. In March 2011, the owner was served with a summons to appear in municipal court June on 6, 2011. She entered a plea of not guilty and was scheduled for trial on July 11, 2011. When she did not appear in municipal court, the presiding judge found her guilty in her absence and the fine amount reached a maximum allowed by law of one thousand dollars. After the owner began making payments on the fine, it was learned the owner had applied for a grant to repair the home and code enforcement took no additional action during the application process.

Later, the owner was incarcerated for five years on a felony charge with Mississippi Department of Corrections. After she was paroled another letter of violation was mailed to her in November 2013, citing the previous municipal court finding of guilty and that the property remains in a dilapidated and now unsecured condition. In April 2014, she was again found guilty in municipal court. The municipal judge had provided her nearly three months to make the necessary repairs before setting a daily fine that again reached the maximum allowed for municipal cases of one thousand dollars. The home remains in a dilapidated condition; with broken windows, decaying wood surfaces and missing the entire back door and frame. The International Building Code defines an unsecured structure as an unsafe structure. These violations are clearly noticeable from the public right-of-way.

Property owners in the vicinity remain concerned with the visible appearance of this overgrown property and the unsecured/unsafe structure. Neighbors are concerned for the health, safety and welfare of their neighborhood. On May 6, 2014, the Mayor and City Council set a public hearing date of June 3, 2014, and the property owner was notified by letter of the hearing. Additionally, both the property and city bulletin board were posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

The primary goal is to clean up and maintain the overgrown property pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, and secure the structure in accordance with the International Building Code requirements. If repairs are not made to the home, it will continue to decay and could result in a recommendation to demolish the structure in the future.

RECOMMENDATION:

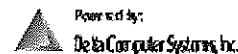
Staff recommends the Mayor and Council should allow the responsible party until July 7, 2014, to clean up the property and secure the entire structures. If the property is not cleaned and the doors and windows secured by July 7, 2014, the Mayor, and Council should direct staff to commence with clean up and rendering safe the structure as prescribed after the statutory 10-day appeal period from the date of Council action and adjournment.

ATTACHMENTS 12:

1. Quasi-Judicial Procedures
2. Property tax document
3. Parcel information
4. May 7, 2014, Letter of Notification, Public Hearing
5. April 23, 2014, Letter to recommend property clean up
6. Summons to Appear, January 13, 2014
7. November 7, 2013, Letter of Violation
8. Summons to Appear, June 6, 2011
9. February 22, 2011, Letter of Violation
10. November 10, 2008, Letter of Violation
11. October 27, 2008, Violation Notice
12. Current Photos

QUASI-JUDICIAL PROCEDURES

1. Announcement of Matter. Read the matter title to be considered.
2. Swear the Witnesses. All witnesses, parties, citizen participants and City Staff who plan to speak at the hearing shall collectively be sworn at the beginning of the hearing by the City Attorney
3. Ex Parte Disclosure. All members must disclose on the record any ex parte communications, to include any physical inspections of the subject property. The disclosure should include with whom any communication has taken place, a summary of the substance of the communication, and the date of the site visit, if any. If anyone has received written communications, the writing must be presented, read into record or a copy provided to all participants, and made a part of the official record.
4. Applicant Presentation.
5. Questions directed to Applicant. The applicant should answer any questions by the public, the Council, or others.
6. Staff Presentation. This includes presentation of the staff report into the official record.
7. Objections from Applicant. Confirm whether there are objections from the applicant regarding the staff report or development order.
8. Questions directed to Staff. The staff answers any questions by the public, the Council, or others.
9. Public Comments. Members of the public should be allowed to make comments regarding the application.
10. Applicant rebuttal/final comments
11. Staff rebuttal/final comments
12. Call for final questions.
13. Close public portion of the hearing.
14. Motion & Deliberation. Council makes a motion, and debates and deliberates regarding the application and development order.
15. Vote.
16. Close the quasi-judicial proceeding.



Property Link

JACKSON COUNTY, MS

Current Date 4/14/2014

Tax Year 2013

Records Last Updated 4/11/2014

OWNER	AGUILLARD BARBARA L 3677 MACKERAL DR GAUTIER MS 39553	PROPERTY DETAIL ACRES : **NA** LAND VALUE : 5930 IMPROVEMENTS : 46240 TOTAL VALUE: 52170 ASSESSED : 5217
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PARCEL 86304192.000
ADDRESS 3677 MACKERAL

TAX INFORMATION			
YEAR 2013	TAX DUE	PAID	BALANCE
COUNTY	162.99	0.00	167.88
CITY	180.20	0.00	185.61
SCHOOL	137.02	0.00	141.13
TOTAL	480.21	0.00	494.62 3% Penalty

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOTS 173,174 & 175 POINT CLEAR
HOMESTEAD CODE REG	RIVIERA S/D SECT I PB 10-24
TAX DISTRICT 3840	DB 1353-757 (357M MAP872.03-01
PPIN 072068	)
SECTION 03	
TOWNSHIP 8S	
RANGE 7W	

Book **Page**

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2012	GNART LLC	1/21/2014 MOORE MARIA FOR B AGUILLARD
2011	ADAIR ASSET MGMT LLC, /BMO HARRI	1/21/2014 MOORE MARIA FOR B AGUILLARD
2010	MAGNOLIA GROVE RTO LLC	8/29/2013 MOORE MARIA L
2009	ON POINT LLC	8/31/2011 AGUILLARD BARBARA L
2008	GNART LLC	8/31/2011 AGUILLARD BARBARA L
2007	MELVINA TAYLOR	8/25/2010 AGUILLARD BARBARA L
2006	COLLEGE INVESTMENT CO	5/29/2009 AGUILLARD BARBARA L

[Back](#)

[HOME](#) | [CHANCERY CALENDAR](#) | [CHANCERY CASES](#) | [REAL PROPERTY TAX](#) | [LOG IN](#) | [LOG OUT](#) | [CHECKOUT](#) | [TERMS OF USE](#) | [PRIVACY POLICY](#)

Parcel Information

PIDN: 86304192.000
GISP: 872.03-01-0357.00M

Owner Information

Name: AGUILLARD BARBARA L Percent of Ownership: 100
Name2:
Mailing Address: 3677 MACKERAL DR Physical Address: 3677 MACKERAL DR GAUTIER
GAUTIER MS 39553

Land Information

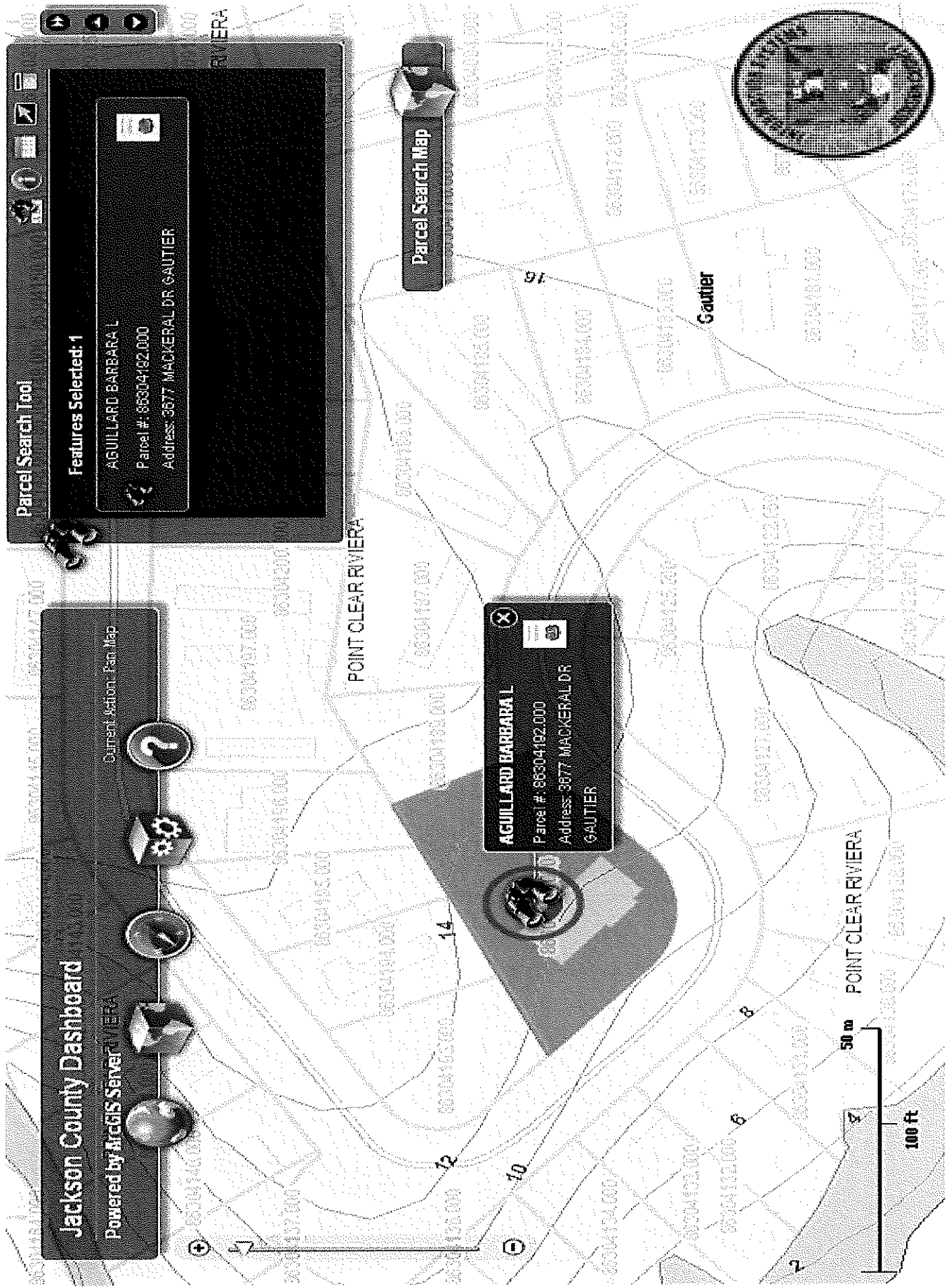
Section, Township, Range: 03 8S 7W Acreage: .00
Street Name: MACKERAL DR

Value and Tax Information

Total Assessed Value: 5217 Total Appraised Value: 52170
Improvement Value: 46240 Land Value: 5930
Tax Amount: 480 SQ. FT: 1566 Year Built: 1974

Legal Description

Description: LOTS 173;174 & 175 POINT CLEAR RIVIERA S/D SECT I PB 10-24 DB 1353-757 (357M MAP872.03-01)
Deed Book / Page: 1353 / 757



Mayor
Gordon J. Gollott

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

May 7, 2014

Barbara L. Aguiard
2805 Flounder Circle
Gautier, Mississippi 39553

Reference: 3677 Mackerel Drive Gautier, MS 39553

Ms. Aguiard,

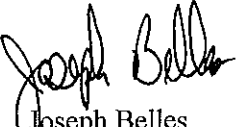
The City of Gautier, Mayor and City Council has approved and scheduled a public hearing for Tuesday, June 3, 2014, at 6:30 PM. The location for the hearing is the Gautier City Hall, 3330 Highway 90 Gautier, Mississippi 39553. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the city shall proceed to clean the land by the use of municipal workers or by contract. The scope of the work to be performed may include cutting grass/weeds, removing rubbish, draining cesspools/standing water from the property, removing dilapidated fences/building, removing personal property and other debris from the property.

Additionally, the municipality may reenter the property or parcel of land for a period of one year after the hearing without any further hearings. A notice will be posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven days before the property or parcel of land is reentered for cleaning.

If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 ext 318 or cell number (228) 219-7035.

Sincerely,


Joseph Belles
Code Enforcement Officer

COPY
mailed + posted
MAY 7, 2014

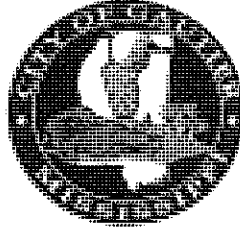
Mayor
Gordon T. Gallott

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
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Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

April 23, 2014

Barbara L. Aguillard
2805 Flounder Circle
Gautier, Mississippi 39553

COPY
mailed 4-23-14
JB

Reference: 3677 Mackerel Drive Gautier, MS 39553

Ms. Aguillard,

This letter is to inform you the City of Gautier; Planning and Economic Development Department will recommend to the governing authority the property at 3677 Mackerel Drive Gautier, Mississippi is a menace to the public health, safety, and welfare of the community. Code Enforcement will request the mayor and city council review the history of the code violations on this property during a scheduled May 2014 council meeting. If the mayor and council determine the property, meets the criteria for private property clean up they will set a public hearing for a scheduled June 2014 council meeting. The purpose of the hearing is to listen to testimony and determine if the property meets the requirements outlined in Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11.

Code enforcement is requesting the property be in compliance by June 3, 2014. If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 ext 318, or cell number (228) 219-7035.

Sincerely,


Joseph Belles
Code Enforcement Officer

SUMMONS TO APPEAR

STATE OF MISSISSIPPI
COUNTY OF JACKSON
CITY OF GAUTIER

No. 01750

IN THE MUNICIPAL COURT OF THE CITY OF GAUTIER THE AFFRANT
HEREIN BEING DULY SWORN, UPON OATH DOES DEPOSE AND
SAY AT THE FOLLOWING LOCATION, TIME AND DATE:

DAY: THUR DATE: 12-12-13 TIME: 9:00 AM

LOCATION: 3677 MACKERAL DRIVE

NAME: BARBARA A. AGUILARD

ADDRESS: 2805 FOUNDER CIRCLE

CITY: GAUTIER STATE: MS ZIP: 39553

PHONE: ()

DOB: 5-27-61 SSN: [REDACTED]

RACE: W SEX: F HT: 5'3" WT: 135

THAT THE ABOVE-NAMED PERSON DID WILLFULLY AND
UNLAWFULLY VIOLATE:

☐ SAME AS ABOVE
☒ Local Ordinance City of Gautier
TO WIT: Unlaid Development Ordinance
ART XVI SEC 16.6 CARE OF
PROPERTY & PREMISES

FURTHER, AFFRANT STATES THAT HE OR SHE HAS PROBABLE
CAUSE TO BELIEVE AND DOES BELIEVE THE PERSON NAMED
ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH
CONTRARY TO LAW AND AGAINST THE PEACE AND QUANTITY OF
THE STATE OF MISSISSIPPI AND THE CITY OF GAUTIER.

AFFRANT/OFFICER SIGNATURE: [Signature]

SWORN TO BEFORE ME THIS THE _____ DAY OF _____
18 _____

COURT CLERK/CLERK

YOU ARE HEREBY NOTIFIED TO APPEAR OR CONTACT THE
MUNICIPAL COURT CLERK, JILL THOMPSON ON OR BEFORE

THE 13 DAY OF JANUARY 2014
330 HWY 90, GAUTIER, MS 39553-0004 1:30 PM

CASE # _____ PAGE # _____ DOC # _____

OFFICER

Mayor
Gordon T. Gallott

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cindy Russell

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

November 7, 2013

Barbara Aguillard
2805 Flounder Circle
Gautier, Mississippi 39553

COPY
marked 11-07-13
JB

Reference: 3677 Mackerel Drive Gautier, Mississippi 39553

Ms. Aguillard,

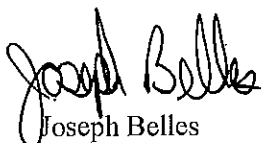
The property address referenced above remains in violation of the City of Gautier, zoning ordinances after previously sending you two letters of violation and referring the violations to the City of Gautier, Municipal Court. On May 11, 2013, you were found guilty in your absence and fined one thousand dollars. The dilapidated property still does not comply with the city ordinance and is not secured and a blight to the neighborhood. You need to contact the City of Gautier, Building Administrator for a complete review and determination of the necessary repairs to comply with the city ordinance. The City of Gautier Unified Development Ordinance, Article XVI, Section 16.1, Maintenance and Appearance Standards States:

16.1.1 Scope The provisions of this Article shall apply to all existing residential, commercial and industrial properties and premises and constitute minimum requirements and standards for premises, structures, and facilities for the health, safety, and welfare of the community. The owner or tenant of all real property within the City shall maintain the property and premises in such a manner as to conform to this Article as well as other codes and ordinances in order to avoid blighting influences on neighboring properties and causing depreciation of property values.

16.1.2 Intent This article shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare as far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be repaired or maintenance performed to provide a minimum level of compliance of this article.

A summons to appear in court will be issued if the violations are not corrected by December 9, 2013. You may contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878, if you have any questions. Code enforcement gratefully appreciates your cooperation in this matter.

Yours truly,


Joseph Belles
Code Enforcement Officer

SUMMONS TO APPEAR

STATE OF MISSISSIPPI
COUNTY OF JACKSON
CITY OF GAUTIER

No. 03989

IN THE MUNICIPAL COURT OF THE CITY OF GAUTIER THE AFFIANT
HEREIN, BEING DULY SWORN, UPON OATH DOES DEPOSE AND
SAY: AT THE FOLLOWING LOCATION, TIME AND DATE:

DAY WED DATE 3-22-2011 TIME 3:00PM

LOCATION: 3677 MICHEAL

NAME (F, M, L): BARBARA L. ACQUILADO

ADDRESS: 2805 FLEMMING CIRCLE

CITY GAUTIER STATE: MS ZIP 39553

PHONE: () EMPLOYER:

DOB 5-29-61 SSN: [REDACTED]

RACE: W SEX: F HT: 5'4" WT: 155

THAT THE ABOVE-NAMED PERSON DID WILLFULLY AND
UNLAWFULLY VIOLATE:

☐ State Statute

☒ Local Ordinance City of Gautier

TO WIT: UNITED DEVELOPMENT ORDINANCE

ART 13, SECTION 13.31 Code of Ordinances
4 PERMITS

FURTHER, AFFIANT STATES THAT HE OR SHE HAS PROBABLE
CAUSE TO BELIEVE, AND DOES BELIEVE, THE PERSON NAMED
ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH
CONTRARY TO LAW AND AGAINST THE PEACE AND QUIET OF
THE STATE OF MISSISSIPPI AND THE CITY OF GAUTIER.

AFFIANT/OFFICER SIGNATURE: [Signature]

SWORN TO BEFORE ME, THIS THE _____ DAY OF _____

IN _____

COUNT CLERK/CLERK

YOU ARE HEREBY NOTIFIED TO APPEAR OR CONTACT THE
MUNICIPAL COURT CLERK, BILLIE THOMPSON, ON OR BEFORE

THE 6 DAY OF JUNE 2011

330 HAY BL GAUTIER, MS 39553-3004

1:30 pm

CASE # _____ PAGE # _____ DOC. # _____

OFFICER

Mayor
Johnny Fortenberry

City of Gautier
Gautier, Mississippi

City Manager
Sidney M. Runnels

City Clerk
Wendy S. McClain

Council
At Large Mary Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Gordon T. Gallott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

February 22, 2011

COPY

mailed 2-22-11
JB

Barbara Aguillard
2805 Flounder Circle
Gautier, Mississippi 39553

Reference: 3677 Mackerel Drive Gautier, Mississippi 39553

Ms Aguillard,

On February 18, 2011, a Code Enforcement Officer for the City of Gautier received a telephone complaint regarding a code of ordinance violation at your property address referenced above. This letter will serve as my notice of violation and you have thirty (30) days to correct the problems or notify the code enforcement office if you cannot meet this suspense. Your property has a home that has been vacant more than sixty (60) days and must conform to the City's existing code requirements. There is a dilapidated boat, non-operational vehicle and the home is in a state of disrepair. At this time, we would like to discuss our observations to maintain an amicable appearance with other property owners in this area. The City of Gautier, Unified Development Ordinance, Article XIII, Section 13.3.1, Termination of Nonconforming Use states:

A nonconforming building, structure, dwelling, or land use or portion thereof, existing at the time of adoption of these regulations, which is, or hereafter becomes vacant for any reason, for a period in excess of sixty (60) consecutive days any subsequent use shall conform to the regulations of this Ordinance for the district in which it is located.

You can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-8802/1878. I will be happy to assist you with any questions you may have. We gratefully appreciated your cooperation in this matter.

Sincerely,

Joseph Belles
Code Enforcement Officer

mailed
11-10-08
JB

November 10, 2008

Barbara L Aguillard
2805 Flounder Circle
Gautier, Mississippi 39553

Reference: 3677 Mackerel Drive Gautier, Mississippi 39553

Ms. Aguillard,

On October 27, 2008, a Code Enforcement Officer for the City of Gautier while patrolling Riviera Sub-division detected several codes of ordinance violations at your property address referenced above. A copy of the code violation notice was left hanging on your front door and you were given 14 days to correct the problems or notify the code enforcement office if you could not meet this suspense. On November 10, 2008 the property was re-inspected and nothing appeared to have been corrected and there hasn't been any contact from you. At this time we would like to discuss the property concerns observed at this location to maintain an amicable appearance with other property owners in this area.

You are requested to contact the City of Gautier, Code Enforcement Office, Monday – Friday, 8:00 AM - 5:00 PM at (228) 497-8802, within 14 days of this letter. I will be happy to assist you with any questions that you may have. Your cooperation in this matter will be greatly appreciated.

Sincerely,


Joseph Belles
Code Enforcement Officer

Cc: File

2805 Flounder

CITY OF GAUTIER
Planning Department
"CODE OF ENFORCEMENT"

Date Oct 27, 2008

Owner/Occupant: _____

Address: 3677 MACKERAL

In the interest of protecting the welfare of the neighborhood and the quality of life in the City of Gautier, YOU are advised that this property is found to be in violation of City Ordinance(s) for the following Reason(s):

- ☐ Failure to have required street numbers prominently displayed on house or building
☐ Over grown grass and unkempt property
☒ Accumulation of trash and debris
☐ Open garbage and/or garbage in front yard or on Public Right of Way
☒ Abandoned, derelict, inoperable or otherwise unsightly vehicle(s) in yard or driveway
☐ Vehicle(s) parked in yard, not on hard surface(s)
☐ Other NON OPERATIONAL BOAT & VEHICLE

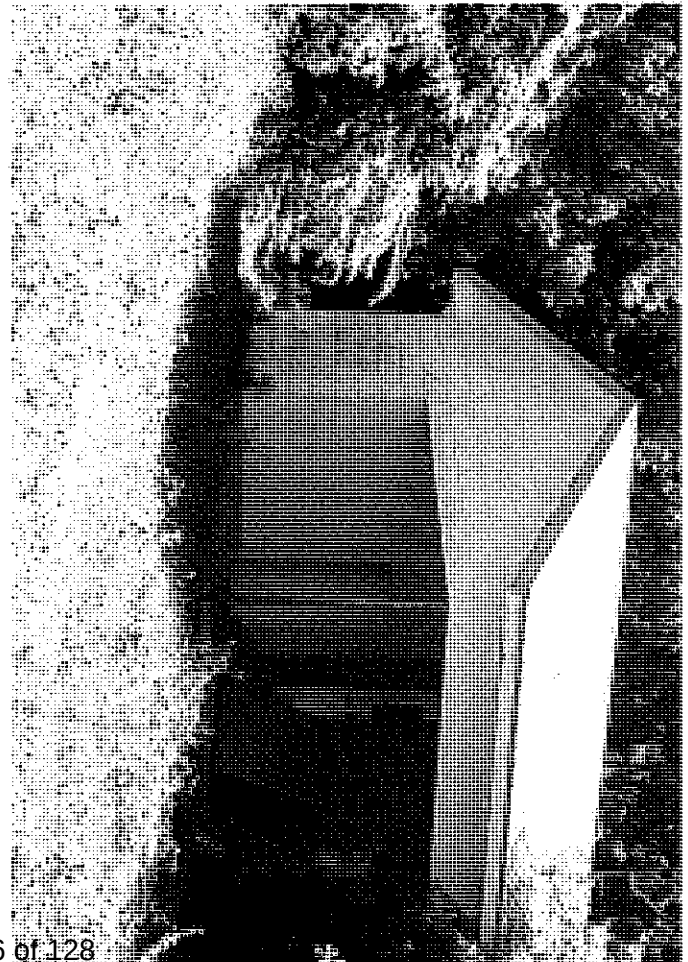
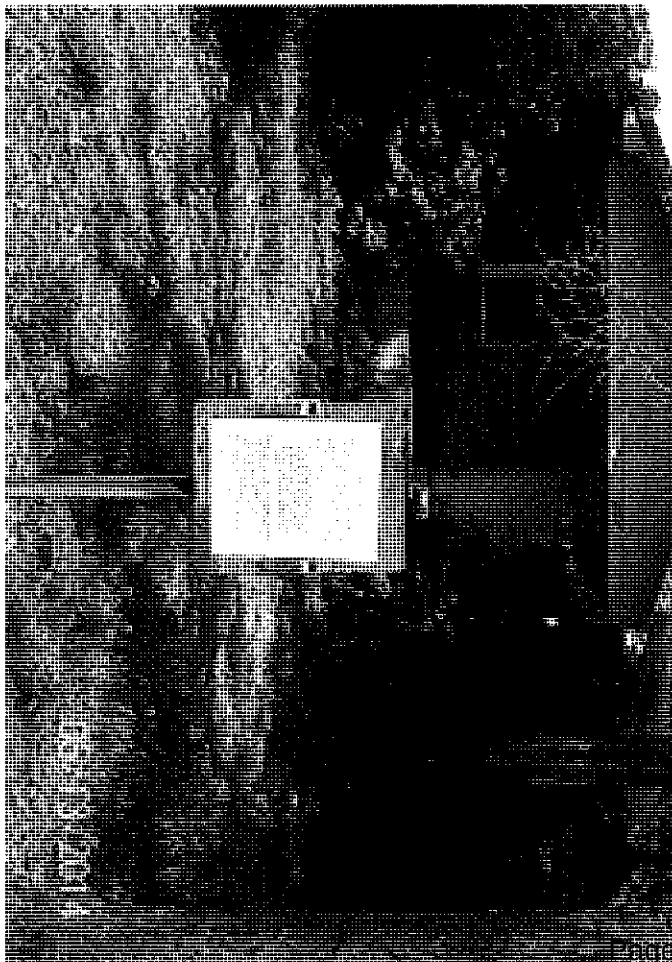
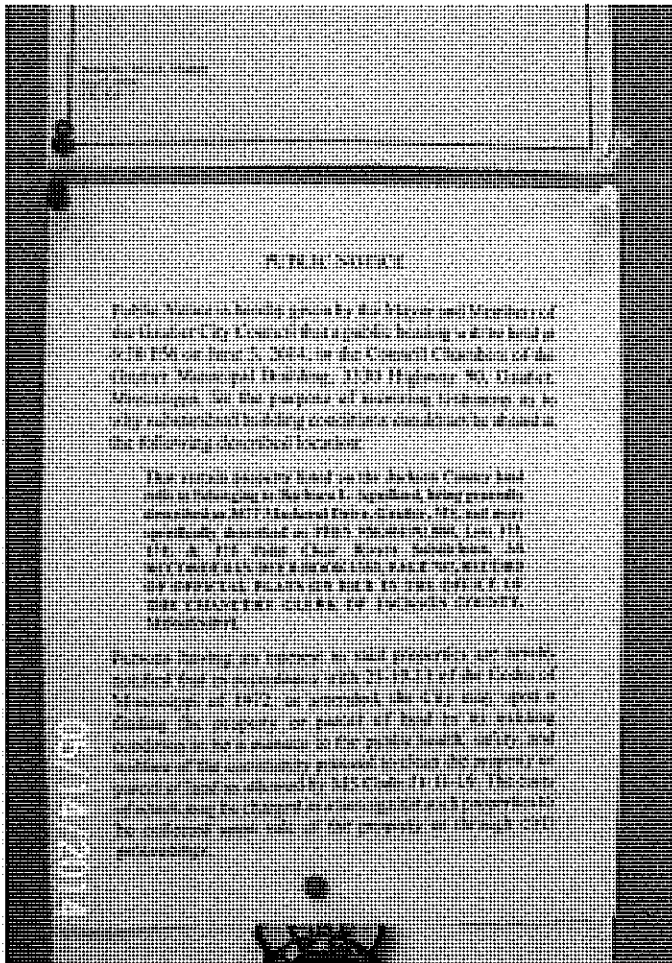
City Ordinance No. 24 Section 14:6

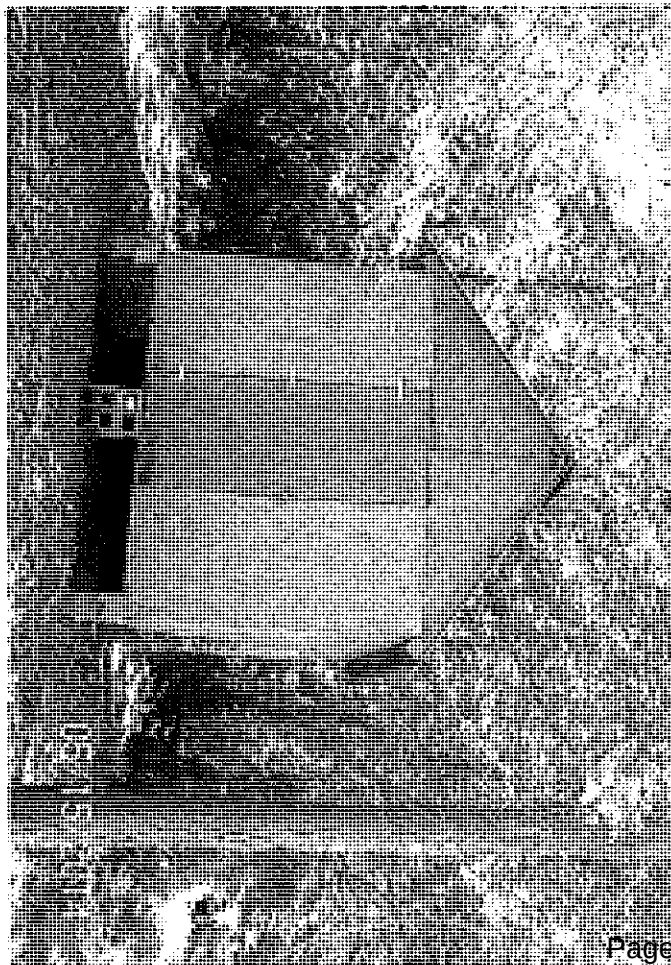
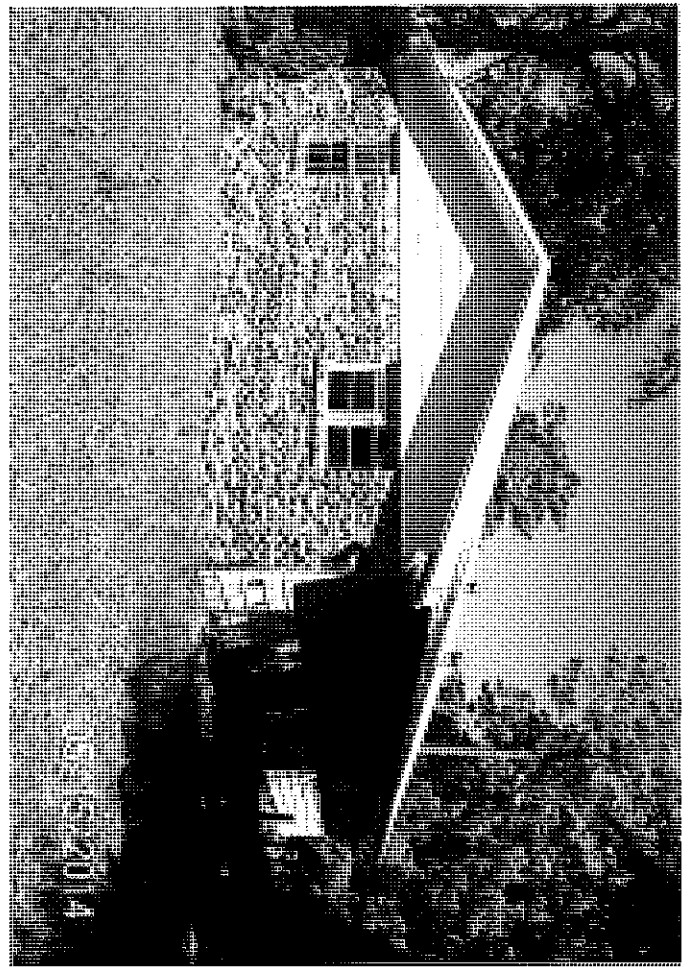
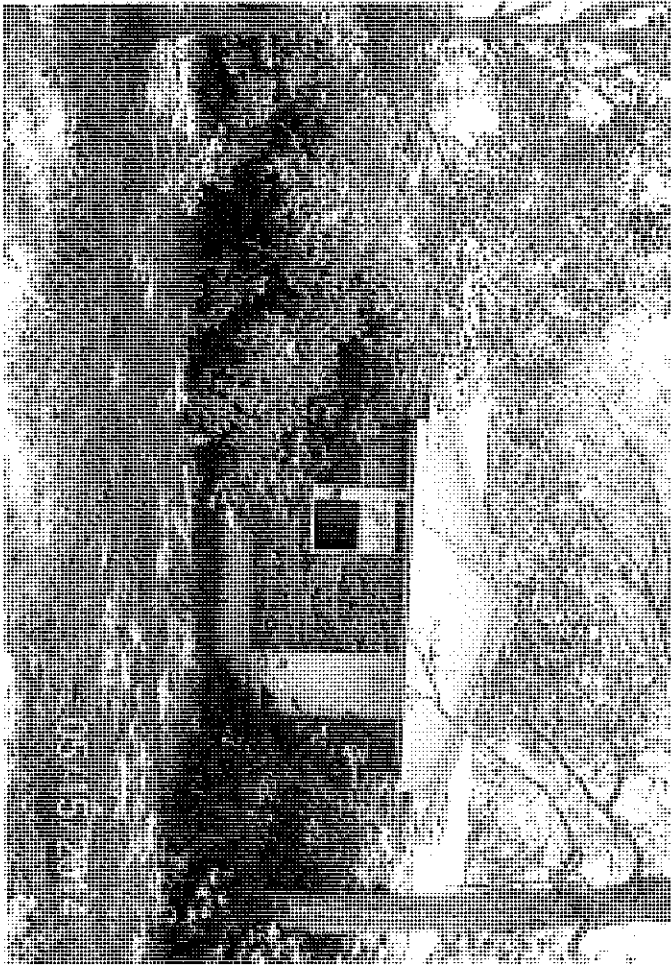
IT SHALL BE UNLAWFUL FOR THE OWNER OR OCCUPANT OF A BUILDING, STRUCTURE, OR PROPERTY TO UTILIZE THE PREMISES OF SUCH PROPERTY FOR THE OPEN STORAGE OF ANY ABANDONED MOTOR VEHICLE, OR PARTS THEREOF, ICE BOX, REFRIGERATOR, STOVE, BUILDING MATERIAL, RUBBISH OR SIMILAR ITEMS. IT SHALL BE THE DUTY AND RESPONSIBILITY OF EVERY SUCH OWNER OR OCCUPANT TO KEEP THE PREMISES OF SUCH PROPERTY CLEAN AND TO REMOVE FROM THE PREMISES ALL SUCH ABANDONED ITEMS LISTED ABOVE. FURTHERMORE, THE GENERAL SITE AND/OR PREMISES SHALL BE MAINTAINED IN GENERAL WITH PARTICULAR REFERENCE TO INSURING THAT APPEARANCE WILL BE AND REMAIN COMPATIBLE, AND HARMONIOUS WITH PROPERTIES IN THE GENERAL AREA AND WILL NOT BE SO AT VARIANCE WITH OTHER PROPERTIES IN THE GENERAL AREA AS TO CAUSE A SUBSTANTIAL DEPRECIATION OF SUCH PROPERTY VALUES.

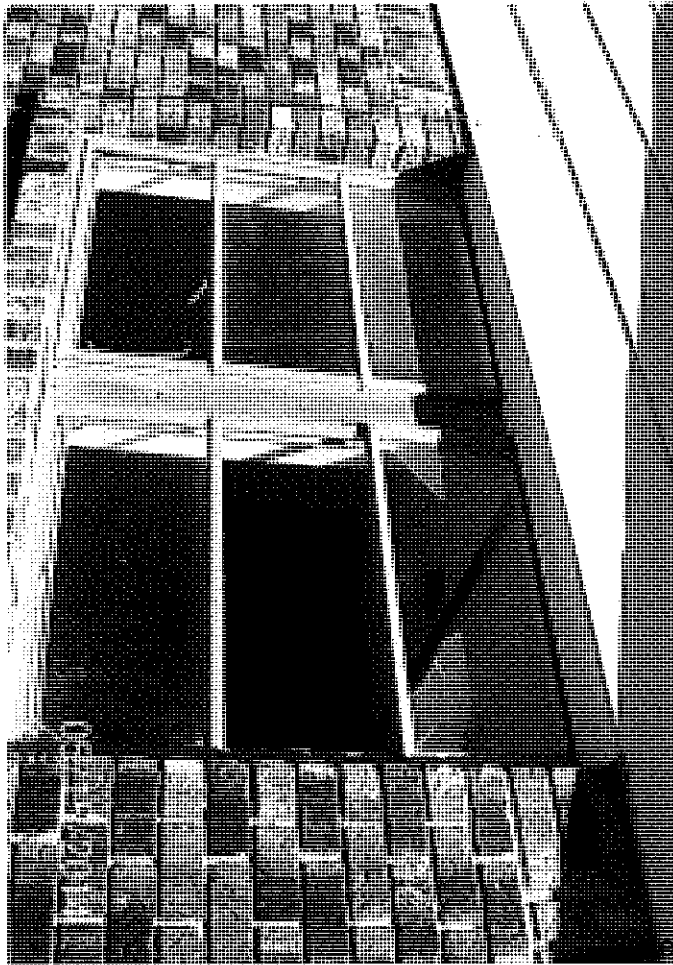
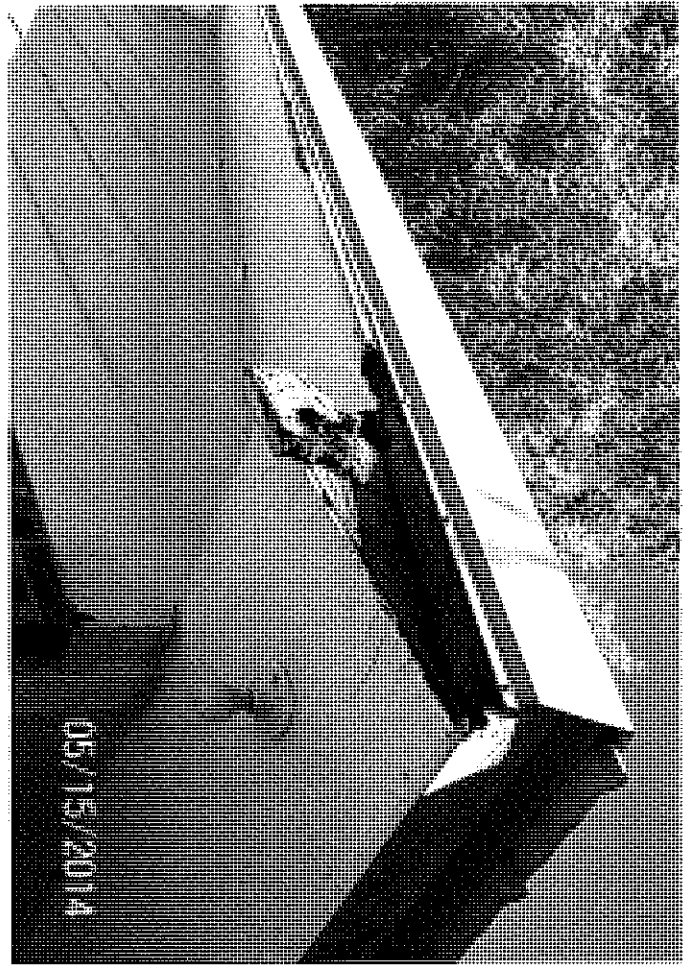
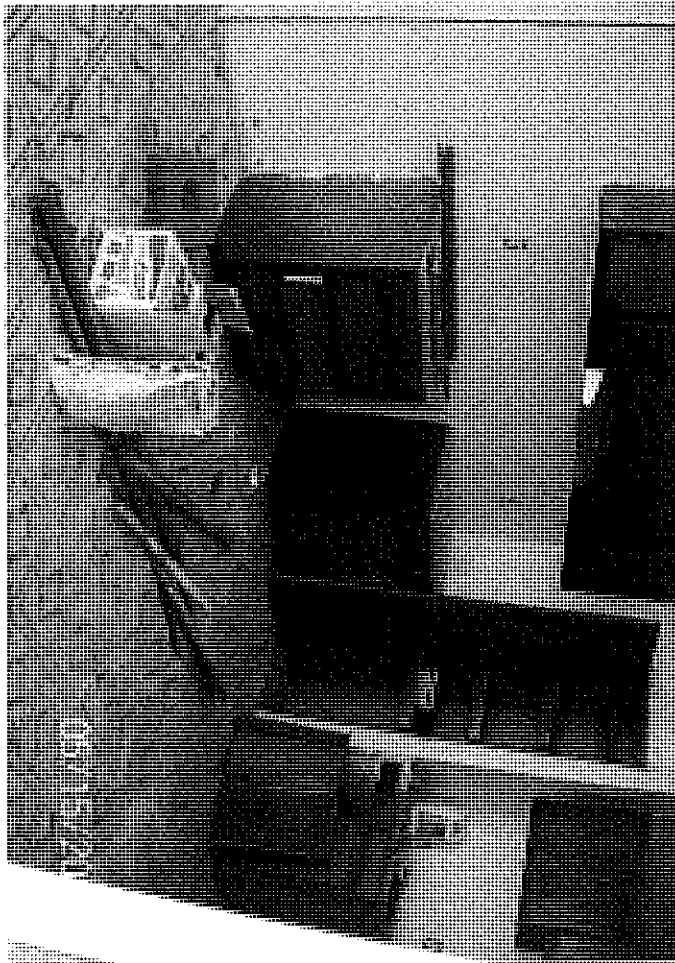
JOE @ 4978802

Owner/Occupant: YOU will have 14 days from the date of this notice in which to correct the above checked violation(s). If you have any difficulty in complying with the above City Ordinance in the allotted time please call me at 228-497-1878. If you fail to contact me or comply with the City Ordinance, a citation can be issued for you to appear in court regarding this matter.

Code Enforcement
City of Gautier







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

RESOLUTION NUMBER 018-2014

**RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING
THE CITY OF GAUTIER MAINTAIN AND OBSERVE ITS CORE VALUES OF PEOPLE,
PROSPERITY AND INTEGRITY**

WHEREAS, the elected leadership of the City of Gautier recognizes and treasures the Constitution and the principles of freedom that it espouses; and

WHEREAS, we also recognize the constitutional right of the producers of the PARTY DOWN SOUTH program to film in our city; and

WHEREAS, the representation of the City of Gautier in this program would be contrary to the image created by our “ Nature’s Playground” slogan of social graces and scenic places and displayed through our core values of People, Prosperity, Integrity and

WHEREAS, the values and activities promoted by this program in no way reflect those for which we are known in our bedroom community water front as evidenced by our many family friendly festivals and events throughout the year

NOW, THEREFORE BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI: The City of Gautier requests that the producers of the television show PARTY DOWN SOUTH reconsider their decision to film on location in our city. As residents and elected leaders of Gautier, we realize the importance of encouraging business within our city and appreciate the investment this production is willing to make to film in our city. However, weighed against the traditional family values held by so many of the citizens of our small coastal city, we cannot justify supporting this production in any way. So with all due respect to CMT, we request you find another venue for your filming needs.

Motion made by **Councilman Jones**, seconded by **Councilman Anderson** and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 Rusty Anderson

NAYS: Casey Vaughan
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 17, 2014.

CITY OF GAUTIER

MEMORANDUM

To: Honorable Mayor and Council
From: Samantha D. Abell, City Manager
Date: June 10, 2014
Subject: Resolution for Reality Show "Party Down South"

REQUEST:

Councilman Johnny Jones requested that the City Council consider a resolution requesting the producers of the CMT reality show "Party Down South" reconsider any decision to film in the City of Gautier. It is anticipated that Gautier may issue a special event permit upon request.

DISCUSSION:

The producers of Jersey Shore are in the process of filming a reality show known as "Party Down South". CMT's website describes the show as having eight young, brazen adults for one wild summer of extreme fun. Their summer vacation spots include many locations in the south and the south may never be the same after these fast friends work, party and bond with one another over their common love of the South.

The City of Gautier has been contacted by CMT Reality Show "Party Down South" and has requested a special event permit to film its reality show in Gautier.

RECOMMENDATION:

City Council should consider a resolution requesting CMT Reality Show find another location to film its third season.

The Council may:

1. Approve the resolution; or
2. Reject the resolution

ATTACHMENTS:

Resolution

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

ORDER NUMBER 130-2014

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 renew the Gautier Police Department's Interlocal Agreement between Pascagoula, Moss Point, Ocean Springs Police Departments and the Jackson County Sheriff's Department for our Multi-Agency Narcotics Enforcement Team.

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager

From: Dante Elbin, Chief of Police *DET*

Date: May 27, 2014

Subject: Renewal Contract for Inter-local Agreement with Multi-Agency Narcotics Enforcement Team

REQUEST:

City Council authorization is requested to renew the Gautier Police Department's Inter-local Agreement between Pascagoula, Moss Point, Ocean Springs Police Departments and the Jackson County Sheriff's Department for our Multi-Agency Narcotics Enforcement Team.

BACKGROUND:

The Gautier Police Department, along with Pascagoula Police, Ocean Springs Police, Moss Point Police and the Jackson County Sheriff's Department, joined forces to create a Multi-Agency Narcotics Enforcement Team. This was established in order to promote cooperation among the Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities.

DISCUSSION:

This agreement is to be renewed every (2) years unless two or more of the parties wish to withdraw. The agreement will expire July 1, 2016.

RECOMMENDATION:

The City Council approve the renewal of the attached inter-local agreement

ATTACHMENTS:

Inter-Local Agreement Contract

**REVISED INTER-LOCAL AGREEMENT FOR THE CREATION OF A MULTI-
AGENCY NARCOTICS ENFORCEMENT TEAM FOR THE ENFORCEMENT OF
THE UNIFORM CONTROLLED SUBSTANCES LAW IN THE CITIES
OF PASCAGOULA, MOSS POINT, GAUTIER, OCEAN SPRINGS AND IN
JACKSON COUNTY, MISSISSIPPI; AND FOR RELATED PURPOSES**

WHEREAS, the South Mississippi Metropolitan Enforcement Team, was created pursuant to an Interlocal Agreement entered by and among the cities of Gautier, Moss Point, Pascagoula and their respective Law Enforcement Agencies, which Agreement went into effect on the _____ day of _____, 2013; and

WHEREAS, neither the City of Ocean Springs, nor Jackson County were included in the aforesaid Interlocal Agreement; and

WHEREAS, the governing authorities of the City of Ocean Springs and Jackson County have now indicated their willingness to participate in the South Mississippi Metropolitan Enforcement Team pursuant to the terms and conditions set forth hereinbelow:

NOW, THEREFORE, THE CITIES OF PASCAGOULA, MOSS POINT, GAUTIER, OCEAN SPRINGS AND THE COUNTY OF JACKSON, TOGETHER WITH THEIR RESPECTIVE LAW ENFORCEMENT AGENCIES, DO HEREBY COVENANT, CONTRACT AND AGREE AS FOLLOWS:

1. **Parties:** Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier), City of Ocean Springs (Ocean Springs), Jackson County (County), and their respective Law Enforcement Departments (Agencies).
2. **Purpose:** The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the five Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, which is codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972 (Law), as well as targeting drug trafficking organizations and to provide interdiction enforcement in the jurisdictions of the participating Agencies.
3. **Authority:** Each party that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise “any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...”.
4. **Enabling Statement:** There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the five Agencies that are signatory hereto, the same being the Law Enforcement Departments of Pascagoula,

Moss Point, Gautier, Ocean Springs and Jackson County.

5. **Effective Date:** The MET created by this Agreement shall become effective and operational immediately after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
6. **Duration:** This Agreement shall be in effect for a period of two (2) years commencing the _____ of June, 2014, and ending on the 1st day of July, 2016. This Agreement shall be automatically renewed annually thereafter unless two or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Administration:** The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the municipal Agencies and the Sheriff of Jackson County. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the members of the Board shall constitute a quorum for voting purposes. Each Board member may designate one individual as an alternate to serve in the place of an absent Board member. The alternate shall be allowed to cast a vote for that Board member on any matters that may come before a meeting of the Board at which the alternate is in attendance. In the event that neither the Board member, nor his alternate, can attend a Board meeting, a second alternate may be sent to the meeting to represent the absent Agency. The second alternate, however, shall not have a vote in any matter coming before the Board.
8. **Organization:** The parties agree that the Pascagoula Agency shall be designated as the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the Pascagoula Chief shall have the initial authority to designate a MET Commander from his appointees to the MET. Subsequent, or replacement Commanders, shall be appointed by the Board.
9. **Personnel:** The Chief of the Pascagoula Agency shall appoint the Commander (initially), one agent and two interdiction officers to serve on the MET. The Sheriff shall appoint two agents, one interdiction officer, one secretary and one evidence technician to serve on the MET. The Chief of the Moss Point Agency shall appoint one agent and one interdiction officer. The Chief of the Gautier Agency shall appoint one agent and one interdiction officer. The Chief of the Ocean Springs Agency shall appoint one agent and one interdiction officer. Any Agency that fails to meet its minimum personnel requirements for a period exceeding sixty days shall be excluded from any forfeiture proceeds and the handling of any Agency initiated cases until such time as the defaulting Agency meets its minimum personnel

requirements. It is agreed that, while Pascagoula shall furnish the initial Commander, the second in command shall be selected by the Board. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City or County by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchase of material and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities.

10. **Disciplinary Procedures:** Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency by whom such member is employed to impose such discipline. Should a majority of the Board consider that the discipline as imposed by such Chief is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.
11. **Equipment:** Each Agency shall furnish its designated team members with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon. In light of the fact that the MET is already in existence under a previous Interlocal Agreement, all assets presently being used by the existing MET will remain in place for use by the MET that is created pursuant to this Agreement. Jackson County will furnish the building for the location and operation of the MET. Jackson County shall also turn over to the MET such vehicles and equipment as deemed necessary for use by the MET. These vehicles and equipment were either purchased by or forfeited to the former Jackson County Task Force.
12. **Funding and Financial Management:** The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities and County, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Pascagoula shall be the City which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the Cities and County, which shall remain the property of those Cities and the County. The City Clerk/Comptroller for Pascagoula shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each Agency that is signatory for this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The City Clerk/Comptroller for Pascagoula shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which member of the MET owns each item. All items of equipment and inventory acquired using funds generated by the operation of the

MET shall be held by the City of Pascagoula for the benefit of the Agencies that are signatory hereto. In addition, Jackson County has agreed to turn over to the MET all funds presently held in its operating account from the former Jackson County Task Force. Furthermore, the County has agreed that forfeitures held in the former Jackson County Task Force account, shall be turned over to the MET as the same are released by the Courts.

13. **Purchasing:** The MET shall abide by the purchasing laws of the State of Mississippi for all items to be acquired with MET funds.
14. **Termination:** Participation in the MET by any Agency may be terminated at any time by the passage of a resolution by the Agency's governing authority indicating an intent to withdraw from the MET. If a single Agency elects to discontinue participation in the MET, the remaining Board members shall make a determination as to what, if any assets, will be relinquished to the departing Agency. If two or more Agencies elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Agencies as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET, at the time of the dissolution, shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City or County, which funds shall be refunded to those governing authorities. This determination shall be made by the Board at the final meeting thereof to preside over the distribution of MET Assets.
15. **Disclaimer:** It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities and County. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities and County, any one of which may terminate its participation as provided hereinabove.
16. **Inter-Agency Cooperation:** The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all police agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.
17. **Location:** Location of the MET for all operations pursuant to this Agreement shall be at the former Jackson County Task Force building located on Magnolia Street in the City of Pascagoula.

18. **Miscellaneous:** For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, and the Sheriff of Jackson County, or their respective designees.

19. **Prior Agreement:** The Interlocal Agreement previously entered into by and among the cities of Pascagoula, Moss Point and Gautier, and bearing date of _____ shall remain in full force and effect until such time as approval of this present Agreement has been received from the office of the Attorney General for the State of Mississippi, at which time, this Agreement shall supersede and replace the previous Interlocal Agreement referenced hereinabove.

Witness the signatures of the participating parties on this the _____ day of _____, 2014.

City of Pascagoula

S E A L

By: _____
Mayor Date

By: _____
City Clerk Date

By: _____
Police Chief Date

City of Gautier

S E A L

By: _____
Mayor Date

By: _____
City Clerk Date

By: _____
Police Chief Date

City of Moss Point

S E A L

By: _____

Mayor

Date

By: _____
City Clerk

Date

By: _____
Police Chief

Date

City of Ocean Springs

S E A L

By: _____
Mayor

Date

By: _____
City Clerk

Date

By: _____
Police Chief

Date

Jackson County

S E A L

By: _____
President, Board of Supervisors

Date

By: _____
Chancery Clerk

Date

By: _____
Sheriff

Date

Approved:

Attorney General Jim Hood

By: _____

Date: _____

Motion made by **Councilman Vaughan** to amend the policy by adding the following changes:
In cases of a significant increase in usage caused by tampering, vandalism or unforeseen abnormality, which can be documented to the City's satisfaction, that portion of the bill for water and sewer in excess of the prior six (6) month average may be forgiven at the discretion of the City Manager. Motion seconded by **Councilman Anderson** and unanimously carried.

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

ORDER NUMBER 131-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the policy revisions to allow an adjustment for water charges in instances of leak or vandalism, in certain instances 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 Guillotte** seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES

Pursuant to Mississippi Law, whether a municipality may reduce a utility bill of a customer depends upon the facts and circumstances of each case.

LEAK ADJUSTMENTS

If a leak occurs in a portion of the City owned and maintained water system, the Customer will not have to pay for either the water usage or sewer treatment attributable to the leak.

If a leak occurs in a portion of the Customer owned and maintained water system, the Customer ~~will have to pay for the increased water usage~~ **may request a once per twelve (12) month adjustment, provided their account is in good standing.** The Customer will not have to pay the sewer charge for any water that was not routed through the City sewer system.

The adjustment for leaks of water and sewer usage shall be based on the previous six (6) month average. Before any adjustment is granted, consumption must return to normal or the request is denied.

METER MALFUNCTIONS

If the City water meter malfunctions and results in a reading of increased usage, the Customer will not be required to pay either the water service charge or the sewer charge for any usage in excess of the previous six (6) month average.

POOL AND IRRIGATION OPTIONS

The City offers an irrigation meter (water charge only) for outdoor use. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through the meter.

The City offers a fire hydrant meter for in ground pool filling. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through this meter.

TAMPERING AND VANDALISM

In cases of a significant increase in usage caused by tampering, vandalism or unforeseen abnormalities, which can be documented to the City's satisfaction, that portion of the bill for water and sewer in excess of the prior six (6) month average may be forgiven at the discretion of the City Manager.

PAYMENT PLANS

Any abnormally high monthly billing may be satisfied through a payment plan, which shall not exceed a twelve (12) month period, and may only be approved by the City Manager.

THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME BY ORDER OF THE CITY COUNCIL

Tricia Thigpen

From: Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent: Wednesday, June 11, 2014 3:05 PM
To: tthigpen@gautier-ms.gov
Subject: FW: Utility Adjustments
Attachments: img-529111852-0001.pdf; POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES.docx

See back up documentation below for the Council Agenda

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]

Sent: Wednesday, June 11, 2014 2:26 PM

To: cbilbo@gautier-ms.gov

Subject: FW: Utility Adjustments

Please see attached agenda item revising the water and sewer adjustment policy.

Thanks.

From: Josh Danos [<mailto:JDanos@dwwattorneys.com>]

Sent: Thursday, May 29, 2014 11:28 AM

To: Samantha Abell

Subject: Utility Adjustments

I know we discussed this verbally, but here are the AG opinions allowing utility adjustments under certain circumstances. In essence, any such adjustments may only be made if 1) there was an unreasonable increase, 2) because of unforeseen circumstances, and 3) for which the customer did not receive the benefit of the utilities. There must be factual findings in each instance to grant such an adjustment.

Many cities allow 1 or 2 adjustments per year, per household.

Let me know if you need anything further on this.

Joshua W. Danos, Esq.
Dogan & Wilkinson, PLLC
734 Delmas Avenue
P.O. Box 1618
Pascagoula, MS 39567
Tel: (228)762-2272
Fax: (228)762-8246
jdanos@dwwattorneys.com

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Ms. Adrienne Howell
Office of the Attorney General July 16, 2001 (Approx. 2 pages)

Return to list 1 of 1,554 results

Office of the Attorney General
Search term

State of Mississippi
Opinion No. 2001-0385
July 16, 2001

Re: Authority of municipality to reduce water bills

*1 Ms. Adrienne Howell
City Clerk
P. O. Box 1800
Ocean Springs, Mississippi 39566-1800

Dear Ms. Howell:

Attorney General Mike Moore has received your recent letter on behalf of the City of Ocean Springs and has asked me to respond. Your letter states:

As city clerk and person in charge of utility billing and collections, I am asked on occasions to **adjust water** and sewer bills of customers who **water** their lawns and fill their swimming pools. It has been the general practice of the City of Ocean Springs to **adjust** the sewer charges on these type accounts. Sewer charges are determined by the amount of **water** that is actually metered. The City has provided an alternative to allow customers to purchase a second meter wherein sewer charges would not be charged for the purposes stated. Some customers do not want to go to the expense and trouble of purchasing a second meter (\$300), but would rather have us **adjust** their account. I have no way of knowing who used the **water** and for what purposes it was used. All I see is a **water** bill that is above average.

Thank you for your official opinion on whether or not the **adjustments** as outlined above are considered a donation, making them unlawful, or if they are permissible.

Miss. Const. Art. 4, Section 100 prohibits a municipality from compromising or forgiving claims which are not doubtful. In addition, Miss. Code Ann. Section 21-27-27 prohibits a municipality from giving free **water** service or combined **water** and sewer services to customers. A municipality may not reduce or forgive a utility bill of a customer as a donation for the benefit of that individual. However, a municipality may reduce a utility bill unreasonably increased because of unforeseen circumstances and for which the customer did not receive the benefits of the utility service. MS AG Op., Gay (May 9, 1994).

The duties of the city clerk include collecting **water** and sewer fees pursuant to the statements which the utility system sends to customers based upon the rates set by the governing authorities. The city clerk does not have authority to arbitrarily reduce **water** and sewer bills of customers at the request of the customers. On the other hand, the governing authorities may adopt a uniform regulatory scheme allowing for **adjustment** of sewer fees for unusual quantities used, upon proper and sufficient proof of the circumstances.

Sincerely,

Mike Moore
Attorney General
By: Alice Wise
Special Assistant Attorney General

2001 WL 880495 (Miss.A.G.)

End of Document

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Sewers, Drains, and Water Courses

Water and Sewage Service Connection
Charge Ordinance

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**Mr. Terry Glidewell**

Office of the Attorney General August 14, 2009

2009 WL 2972536 (Miss.A.G.)
(Approx. 2 pages)

Return to list

12 of 1,554 results

Office of the Attorney General
Search termState of Mississippi
Opinion No. 2009-00457
August 14, 2009**RELATED TOPICS**

Electricity

Regulation of Charges

Public Utilities Commission Determination
of Electric Utility Projected Growth Rate**Re: *Adjustment of water bill****1 Mr. Terry Glidewell
Alderman, City of Saltillo
114 Scotland Drive
Saltillo, Mississippi 38866

Dear Mr. Glidewell:

Attorney General Jim Hood received your letter of request and assigned it to me for research and response.

Issue PresentedYou inquire as to the authority of a municipality to **adjust a water** bill. Specifically, you ask the following:Can the city **adjust a water** bill if used to fill up a swimming pool or if a pipe burst in a house?**Response**A municipality may **adjust** a utility bill when it determines that the utility bill charge was due to an unforeseen circumstance and the customer did not receive the benefit of the utility service.**Applicable Law and Discussion**

Pursuant to Mississippi Constitution Article 4, Section 100, a municipality is prohibited from compromising or forgiving claims which are not doubtful and are owed to a municipality. MS AG Op., Kerby (December 5, 2003). Furthermore, we have opined that if a municipality is owed a lawful debt, such debt may not be released or extinguished, except by payment into the municipal treasury. MS AG Op., Thomas (September 4, 2007).

With respect to whether a debt is owed to the municipality, we have consistently opined that a municipality may not reduce or forgive a utility bill of a customer when the customer has received the benefits of the utility service. A municipality may only reduce a utility bill that was unreasonably increased because of unforeseen circumstances and for which the customer did not receive the benefits of the utility service. MS AG Op., Barton (May 15, 2009); MS AG Op., Williams (September 12, 2008); MS AG Op., Baum (October 12, 2007); MS AG Op., Horton (August 24, 2007); MS AG Op., Gay (May 9, 1994). Whether a reduction is warranted is a factual determination to be made by the governing authority and any factual findings should be reflected in its minutes.

If our office may be of further assistance, please advise.
Sincerely,Jim Hood
Attorney General
By: Leigh Triche Janous
Special Assistant Attorney General

2009 WL 2972536 (Miss.A.G.)

End of Document

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Business Item #4 - Order authorizing the City of Gautier to enter into an engineering agreement with Goodwyn, Mills and Cawood, Inc. to design and oversee the construction of drainage improvements primarily located in the College Park and De La Forest areas was tabled until the next agenda.

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

ORDER NUMBER 132-2014

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 enter into an engineering agreement with Goodwyn, Mills and Cawood, Inc. (GMC) to perform an evaluation of the City's sanitary sewer system.

IT IS FURTHER ORDERED the cost is \$30,000.00 and will be paid from the \$50,000 Goodwyn, Mills and Cawood, Inc. professional services allocation for FY 2014, per ClearWater Solutions contract.

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: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chad Jordan, ClearWater Solutions, LLC., Project Manager
Date: June 9, 2014
Subject: Sanitary Sewer System Evaluation

REQUEST:

ClearWater Solutions, LLC (CWS) requests the City Council approve an engineering agreement with Goodwyn, Mills and Cawood, Inc. (GMC) to perform an evaluation of the City's sanitary sewer system.

BACKGROUND:

Inflow and Infiltration (I&I) along with an aging sewer system has been ongoing for some time prior to CWS being contracted with the City of Gautier. The result is increased flow during a rain event which leads to overflows in the collection system and sewer back-ups in homes. CWS has performed repairs and maintained the system according to the existing contract between the City and CWS. In order to permanently resolve these issues, a detailed engineering study must be performed.

DISCUSSION:

The detailed engineering study will be conducted in two phases. Phase I will consist of a system assessment which entails collecting data and evaluating lift stations, sewer videos, and previous reports. Also included in Phase I will be an evaluation of the 30" gravity sewer outfall which could relate to the issues on Bemis Avenue. Once the Phase I assessment is complete, short term improvements will be identified and alternatives for immediate repairs will be discussed. Phase II will be under separate contract and will consist of developing alternatives for long term improvements, cost estimates, regulatory issues, funding options, etc.

RECOMMENDATION:

CWS recommends that City Council execute an agreement with GMC per the attached proposal. The cost is \$30,000 and will be paid from the CWS contract with the City for engineering services.

ATTACHMENT(S):

Proposal

May 15, 2014

Mayor Gordon Gollott
CITY OF GAUTIER
3330 Highway 90
Gautier, Mississippi 39564

**RE: SANITARY SEWER SYSTEM EVALUATION
FOR THE CITY OF GAUTIER, MS**

Dear Mayor Gollott:

Goodwyn, Mills and Cawood, Inc. (GMC) proposes to perform an engineering evaluation of the City of Gautier's sanitary sewer system in a two (2) phased approach. Phase I will include data collection, system assessment, and treatment system evaluation. Phase II includes the development of alternatives to address Infiltration and Inflow, sewage back-ups and sewage overflows in the City.

Phase I – System Assessment

- Collect and evaluate lift station data during rain events and dry periods
- Evaluate sanitary sewer videos and data
- Evaluate the data from the 30" outfall cleaning operations
- General assessment of the collection system
 - Inspect selected manholes and problem areas
 - Evaluate the 30" inverted siphon
 - Assess how the system is operated
 - Evaluate capacities of the collector and outfall mains
- Evaluate any previous reports or studies
- Assess any recent Sanitary Sewer System Improvements
- Jackson County's Treatment Plant:
 - Evaluate the capacity and design of the main lift station
 - Evaluate the capacity and discharge limits of the treatment plant
 - Understand the responsibilities for capacity or treatment upgrades

GMC proposes to perform Phase I on an hourly basis under the Clearwater Solutions, LLC rate agreement. We believe this will be the best and least expensive approach for the City because of the nature of the work, the coordination with Clearwater and the utilization of the Clearwater personnel for the accomplishment of this Phase. We suggest that a budget in the amount of **\$30,000** be established for Phase I. We estimated 273 hours for the eight professionals working on Phase I. We can begin immediately and will provide updates to the City on progress and budget as you request. We expect Phase I to take 2-3 months.

At the end of Phase I, we will meet with City representatives and discuss the readily apparent, preliminary alternatives to address the sanitary sewer problems. A scope of work and budget will then be mutually agreed upon and Phase II will be a separate contract from the Clearwater General Services obligation.

Phase II – Development of Alternatives

- Development of Alternatives
- Evaluating the Feasibility of Alternatives
 - Constructability
 - Cost estimates
 - Regulatory Issues
 - Environmental Concerns: Biological Resources; Coastal Resources; Wetlands; Cultural Resources; Floodplain Issues
 - Legal/Property Right Issues
 - Funding Options
- Conduct Meetings with City Personnel to discuss alternatives
- Prepare an Engineering Report which summarizes the Study and provides professional opinions

At this point, our intent is to give you a general opinion of any environmental concerns and not necessarily perform wetlands assessments, etc. As this process develops, you may want us to perform a more in-depth analysis of a certain alternative. We expect that Phase II would take approximately six (6) weeks.

If the City is in agreement with our Proposal and approach, please sign below and we will begin work. Please let me know if you have any questions.

Sincerely:

Approved By:

CITY OF GAUTIER, MS

Lawrence Wilson, PE
Department Head

Mayor

Approval of Peoples Bank as a depository for FY 2014 – 2015 will be on the next agenda.

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

ORDER NUMBER 133-2014

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 enter into a contract for the bank depository with Hancock Bank and Merchants & Marine Bank for FY 2014 – FY 2015.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: April 23, 2014
Subject: Bank Depository for FY 2014 and 2015 pursuant to state laws.

REQUEST:

City Council authorization is requested for the City to enter into a contract for the bank depository FY 2014-2015 with Hancock Bank and Merchants & Marine Bank. Hancock Bank will continue to be the lead depository for the City however, there will be a split between Hancock Bank and Merchants and Marine Bank. Hancock Bank will retain 52% and Merchants and Marine Bank will receive 48%.

BACKGROUND:

Every two years the City must approve bank depositories. Hancock Bank currently is the City's lead depository. Remaining funds are split between Hancock Bank and Merchants & Marine Bank. Hancock Bank retains 52% and Merchants and Marine Bank receives 48%. The request for proposal specified that the City desires a variable interest rate, not fixed, for the most competitive savings rate. The City has utilized same depositories with varying services for more than 10 years.

RECOMMENDATION:

The City Council Shall:

1. Enter into a contract with Hancock Bank and Merchants and Marine Bank for the FY 2014-2015 with Hancock Bank and Merchant and Marine Bank.

Business Item #7 - Order authorizing the submission of an AmeriCorps Service Project full application for Shepard State Park volunteers was removed from the agenda.

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

ORDER NUMBER 134-2014

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 accept a proposal from John B. Stewart, Real Estate Appraiser and Consultant, Inc. to conduct an appraisal of the Lowe's property to be donated to the City of Gautier in conjunction with the Gautier Streetscape Phase 3 Project.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chandra Nicholson, Economic Development and Planning Director
Date: June 6, 2014
Subject: Proposal for Review Appraisal Services for Lowe's Property Donation on William Payne Adams Blvd.

REQUEST:

The Economic Development & Planning Department requests authorization to accept a proposal from John B. Stewart, Real Estate Appraiser and Consultant, Inc. to conduct an appraisal of the Lowe's property to be donated to the City of Gautier in conjunction with the Gautier Streetscape Phase 3 Project.

BACKGROUND:

In order to meet the ROW acquisition requirements of FHWA/MDOT, the property being donated to the City of Gautier for the Streetscape Phase 3 Project, must have a formal review appraisal. The review appraisal must conform with the "Uniform Act" Standards. John B. Stewart, Real Estate Appraiser and Consultant, Inc. has submitted a proposal to conduct the required review appraisal for a fee of \$1,000.00. See the attached proposal for additional information.

RECOMMENDATION:

City staff recommends that City Council authorize acceptance of the proposal to prepare a review appraisal for the Lowe's property donation on William Payne Adams Blvd. as presented.

The City Council may:

1. Authorize appraisal of the property by John B. Stewart, Real Estate Appraiser and Consultant, Inc. as presented, or
2. Authorize appraisal of the property by John B. Stewart, Real Estate Appraiser and Consultant, Inc. with changes, or
3. Disapprove appraisal of the property by John B. Stewart, Real Estate Appraiser and Consultant, Inc.

ATTACHMENT(S):

Appraisal Proposal from John B. Stewart, Real Estate Appraiser and Consultant, Inc.

John B. Stewart, Real Estate Appraiser and Consultant, LLC

P.O. Box 804 · 160 East Peace Street, Ste "B" · Canton, MS 39046

Phone (601) 855-7777 · Cell (601) 953-9081 · Fax (601) 391-3498

E-mail: jebstewart2@hotmail.com

June 3, 2014

City of Gautier
c/o Chandra Nicolson, Director of Economic Development
3330 US Highway 90
Gautier, MS 39553

RE: Proposal for review appraisal services of an appraisal of a tract of land to be acquired which is located west of North Dolphin Drive, Gautier, MS 39553. The project is known as Gautier Streetscape Phase 3 Project STP-0494-00-(008)/LPA-106378-701000

Dear Ms. Nicolson:

I would like to provide you with a proposal for professional appraisal review services on the above referenced parcel. The appraisal review will be prepared to meet the guidelines of the MDOT; in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition of Federal and Federally Assisted Programs, and the Right-of-Way Operations manual as well as applicable State Law covered under Title 43 Chapters 37 & 39 of the Mississippi Code; and the Uniform Standards of Professional Appraisal Practice (USPAP).

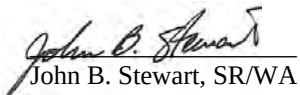
I understand that this appraisal is to be completed by 6/20/2014. I understand that this acquisition is to be expedited; therefore, I can complete my field work while the appraisal is being completed. The desk review should not take over three (3) days; hence, my appraisal review can be completed within 3 days of receiving the appraisal or 6/23/2014.

I propose a fee of **\$1,000** for the appraisal review of 255,000 sq. ft. of land behind Lowe's Home Improvement.

I am on the MDOT approved list for appraisal and appraisal review services. If further qualifications are required, I will gladly provide any documentation needed.

Best Regards,

John B. Stewart, Real Estate Appraiser and Appraisal Review


John B. Stewart, SR/WA
Managing Member

Proposal Accepted:

Client signature

Date

APPRAISER · REVIEW APPRAISER

Senior Member International Right-of-Way Association

Since 1995

Mississippi Licensed General Appraiser · License Number – GA -231

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

ORDER NUMBER 135-2014

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 accept a donation from Lowe's of real property and easement located on William Payne Adams Boulevard. Contingent upon MDOT's approval.

IT IS FURTHER ORDERED that this donation is in the best interest of the City of Gautier.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning Dept.
Date: June 10, 2014
Subject: Acceptance of Donation of Real Property and Easement from Lowes
MDOT TE Streetscape Ph. 3 Project. STP-0494-00(008)LPA/106378-701000

REQUEST:

The Economic Development and Planning Department requests City Council authorization to accept a donation from Lowes of real property and easement located on William Payne Adams Boulevard.

BACKGROUND:

Lowes has offered to donate a parcel of land and two ponds located on William Payne Adams Boulevard to the City of Gautier along with an easement to be included in the City's Town Center. Contingent on the MS Dept. of Transportation's (MDOT's) approval, this property donation and easement will be used as part of the MDOT Transportation Enhancement Streetscape Phase 3 Project.

DISCUSSION:

According to the Office of the State Attorney General, "a municipality may accept a donation of real property, provided that it has made the requisite factual findings and has documented its formal acceptance in its minutes. With respect to owed taxes, a municipality does not have the authority to remit or release liability for taxes that are due and owing." It is in the best interest of the City to accept this property donation and easement.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council accept the donation of real property and easement as proposed and authorize the execution of the deed/easement, contingent on MDOT approval.

The City Council may:

1. Accept the donation of real property and easement and authorize the execution of the deed/easement as submitted, contingent on MDOT approval; or
2. Accept the donation of real property and easement and authorize the execution of the deed/easement, with changes, contingent on MDOT approval; or
3. Decline the donation of real property and easement identified above.

ATTACHMENT(S):

1. Lowe's Deed
2. Lowe's Easement

This Instrument Prepared By & Return To:
John M. Kinard
DOGAN & WILKINSON, PLLC
734 Delmas Avenue
P.O. Box 1618
Pascagoula, MS 39568-1618
(228) 762-2272
MSB No. 7558

ROW 005 A (revised 7/2009)

Indexing: Tract "D" and "E", Lowe's Town Center, Jackson County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF JACKSON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the mutual benefits accruing to both parties, the receipt of all
of which is hereby acknowledged,

LOWE'S HOME CENTERS, LLC (GRANTOR)
1605 Curtis Bridge Road
Wilkesboro, NC 28697
(336) 658-4200

does hereby convey, grant, bargain, donate and specially warrant unto

THE CITY OF GAUTIER, MISSISSIPPI (GRANTEE)
a municipal corporation organized and existing under
and by virtue of the laws of the State of Mississippi
3330 Highway 90
Gautier, MS 39553
(228) 497-8000

the following described property situated in the County of Jackson, State of Mississippi, more
particularly described as follows, to-wit:

Initial _____, _____, _____

Lowe's Home Centers, LLC
STP-0494-00(008)LPA/106378-701000

Tract "D" and "E", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 24, at Pages 40-42.

Grantor also grants, bargains, and donates to Grantee a perpetual right and easement appurtenance for the benefit of the subject property to utilize the "Stormwater Easement Area between Lowe's Home Centers, LLC & City of Gautier, MS", as shown on the above referenced Plat, for access to the Stormwater Management Facilities and to undertake maintenance and other stormwater management practices and activities related to the Stormwater Management Facilities shown on the Plat.

Without expanding the scope of Grantor's Special Warranty, Grantor's Special Warranty is subject to the following specific matters:

1. Ad valorem taxes for the current year and subsequent years.
2. Reservations, conveyances, or leases of minerals, including oil, gas, sand and gravel, by prior owners. No warranty is made regarding ownership of minerals.
3. All easements, restrictive covenants and other instruments, if any, affecting the subject property and recorded in the office of the Chancery Clerk of Jackson County, Mississippi.

It is further agreed and understood that this instrument constitutes the entire agreement between the grantor and grantee, there being no oral agreements or representations of any kind.

I/We, the Grantor, fully understand that we have the right to receive just compensation for the real property herein based on an appraisal of the property. I/We, the Grantor herein, hereby waive our right to just compensation and donate the real property herein described to the City of Gautier, Mississippi. I/We, the Grantor herein, further understand that we have the right to request that a fair market value appraisal of the property be made and I/We, the Grantor herein, hereby waive that right.

WITNESS THE SIGNATURE on this the ____ day of _____, 2014.

LOWE'S HOME CENTER, LLC

By: _____

Title: _____

Initial _____, _____, _____

Lowe's Home Centers, LLC
STP-0494-00(008)LPA/106378-701000

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who acknowledged to me that (s)he is the Member/Manager of Lowe's Home Center, LLC, and in such capacity that (s)he signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of said limited liability company, after first having been duly authorized by said limited liability company, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of June, A.D., 2014.

NOTARY PUBLIC
My Commission Expires: _____

Initial _____, _____, _____

Lowe's Home Centers, LLC
STP-0494-00(008)LPA/106378-701000

Grantor, prepared by and return to:

City of Gautier

Attn: Director of Economic Dev. &
Planning

3330 Hwy. 90

Gautier, Mississippi 39553

Phone: 228-497-1878

Grantee Address:

Lowe's Home Centers, LLC

Attn: Property Management Dept.

1605 Curtis Bridge Road

Wilkesboro, North Carolina 28697

Phone: 336-658-4200

EASEMENT AGREEMENT

INDEXING INSTRUCTIONS:

Grantor' Indexing Instructions:

[Tracts "A", "B" and "C" Plat Book 24, at pages 40 through 42]

Grantee's Indexing Instructions:

[Tracts "D" and "E" Plat Book 24, at pages 40 through 42]

STATE OF MISSISSIPPI §

§

COUNTY OF JACKSON §

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the mutual benefits accruing to both parties the receipt and sufficiency of which is hereby acknowledged, the CITY OF GAUTIER, MISSISSIPPI, a political subdivision of the State of Mississippi ("Grantor"), has GRANTED AND CONVEYED, and by these presents does GRANT and CONVEY unto LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company ("Grantee"), its successors and assigns, a permanent non-exclusive stormwater drainage and maintenance easement ("Stormwater Easement") and an easement for access to and from William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway ("Access Easement"), subject to the terms and conditions herein described. The Stormwater Easement is for ingress and egress to and use

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

of the stormwater retention ponds, the drainage pipe through which stormwater is delivered to the stormwater retention ponds, outfall drainage pipes and related drainage structures (collectively, the "Stormwater Management Facilities") in the area shown as "Stormwater Management Facilities" on Tract "D" and Tract "E", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description (the "Plat") and further described on Exhibit "A" attached hereto and incorporated herein by reference. The Access Easement is to provide unfettered non-exclusive access for the Grantee's Land as hereinafter described over the Servient Land for connection and access to William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway. Collectively the Stormwater Easement and the Access Easement may be referred to and referenced herein as "Easement". Contemporaneously with this Easement Agreement, Grantee is donating Tract "D" and Tract "E", Lowe's Town Center, as per the Plat as further described on Exhibit "B" attached hereto (the "Servient Land") to Grantor which includes the appurtenant easement rights granted to Grantor to utilize the "Stormwater Easement Area between Lowe's Home Centers, LLC & City of Gautier, MS" as shown on the Plat.

It is expressly understood and agreed that the Easement is granted and accepted subject to the following conditions, limitations and stipulations, to which Grantor and Grantee agree to be bound:

1. Grantee owns Tract "A" as shown on the Plat where Grantee operates a Lowe's Home Improvement Warehouse which includes all site related improvements necessary to so utilize the property including, but not limited to, a building, parking lot, signage, stormwater retention and management facilities including ponds, landscaping, and lighting as well as outparcels ("Tract "B" and Tract "C" shown on the Plat) for which it has currently retains title and an outparcel previously conveyed and being operated as a Murphy USA (all inclusive the "Grantee's Land") as more particularly described on Exhibit "C" attached hereto and incorporated herein by reference. This Easement, which is deemed to be an easement appurtenant to the Grantee's Land, is for stormwater drainage and maintenance and may be used by Grantee in perpetuity to convey, discharge, and transmit stormwater drainage from those owning all or any portion of the Grantee's Land under, through and across the Servient Land and into the Stormwater Management Facilities now located on the Servient Land and for non-exclusive access across the Servient Land to and from the Grantee Land and William Payne Adams Boulevard, a publicly dedicated and publicly maintained roadway.

2. Grantor represents and warrants that Grantee's use of Grantee's Land as a retail home improvement store is in conformance with Grantor's legal requirements, and Grantee will not be required to meet any city code or regulatory requirement resulting from Grantee's donation of the Servient Land to Grantor. Grantor accepts any changes or modifications to open space, setback, buffer and signage within Grantee's Land created by the aforementioned donation of the Servient Land and this Easement Agreement. With regard to the Access Easement, the Grantor shall not relocate, alter, block, limit, impede or obstruct the existing access which the owners of the Grantee Land, and their grantees, successors and assigns utilize for access to William Payne Adams Boulevard without the prior written consent of Grantee which consent shall be subject to the sole and absolute discretion of Grantee.

3. Grantor, at its sole cost and expense, shall operate and maintain the Stormwater Management Facilities and the Servient Land in order to provide the necessary water quality

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

volume and water quantity attenuation volume necessary to accommodate stormwater runoff at the present and future rates and volumes which flow from the operations and ownership of properties comprising all or a portion of the Grantee's Land. Grantor, at its sole cost and expense, shall further construct, maintain, operate and replace, as needed, the existing drainage pipe located on the Servient Land through which the stormwater generated on the Grantee's Land is conveyed upon or under the Servient Land to the stormwater retention ponds which are a component of the Stormwater Management Facilities. Grantor, at its sole cost and expense, shall maintain the Stormwater Management Facilities in good condition and repair and in compliance with applicable laws, ordinances, rules and regulations of any governmental entity with jurisdiction over the Servient Land. ~~In addition Grantor, at its sole cost and expense, shall be responsible for any reporting and permitting, including, but not limited to, Grantee's compliance with any and all Stormwater Pollution Prevention Plans ("SWPPP"), required of Grantee in connection with Grantee's use of the Easement.~~

4. The Easement is non-exclusive and Grantor reserves to itself, its successors and assigns, the right to utilize the Easement and Servient Land for any purpose which does not unreasonably and materially interfere with the use of the Servient Land by Grantee for the purposes set forth herein. Each party, and their grantees, successors and assigns, shall use the rights granted and reserved by the Easement with due regard for the express rights of the other party as set forth below to use and enjoy the Servient Land.

5. Grantee shall have no responsibility or liability, financial or otherwise, attributable to the Stormwater Management Facilities or the Servient Land. In the event Grantor fails to maintain the Stormwater Management Facilities or the Servient Land in good condition and repair or in compliance with applicable laws, ordinances, rules and regulations of any governmental entity with jurisdiction over the Servient Land, Grantee may, at its sole discretion, provide thirty (30) days written notice of intent to enter upon the Servient Land to perform such work as Grantee deems necessary to accommodate Grantee's drainage and access requirements. ~~enter upon the Servient Land to perform such work as Grantee deems necessary to accommodate Grantee's drainage and access requirements. Grantee shall be entitled to reimbursement from Grantor of costs incurred for such work within thirty (30) days after Grantee's delivery of a written invoice for such costs to Grantor.~~

6. Without the express, prior written consent of Grantee, which consent shall be subject to the sole and absolute discretion of Grantee, Grantor shall not relocate, alter, block, limit, impede or obstruct the use of the Servient Land by Grantee and its grantees, successors and assigns for Stormwater Management Facilities.

7. So long as Grantor obtains all necessary modifications to the existing permit as may be required by State and Local governmental authorities and Grantee is provided copies of such permit modifications, Grantor may, at its sole cost and expense, expand, modify or enlarge the Stormwater Management Facilities for the purpose of accommodating stormwater related to Grantor's future projects. In the event Grantor utilizes the Servient Land for its future drainage, Grantor shall continue to comply with the terms of this Agreement, including but not limited to, accepting and accommodating the present and the future stormwater drainage needs of the properties comprising the Grantee's Lands.

8. Subject to the provisions of this paragraph, the Easement shall run with the title to Grantee's Land and shall be binding upon and inure to the benefit of Grantee and Grantor,

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

together with their legal representatives, invitees, guests, employees, agents, licensees, lessees, grantees, successors and assigns.

9. Grantee agrees to defend, indemnify and save harmless Grantor, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantor, arising out of and to the extent of Grantee's negligent acts or Grantee's default under the terms of this Easement Agreement.

~~10. Grantor agrees to defend, indemnify and save harmless Grantee, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantee, arising out of and to the extent of Grantor's negligent acts or Grantor's default under the terms of this Easement Agreement.~~

11. Any notice required or permitted to be given hereunder shall be in writing, addressed to Grantee or the Grantor as necessary and shall be delivered personally (with written receipt or acknowledgement) or by a nationally recognized overnight courier (signature release required). The initial addresses for Grantee and Grantor are as follows:

Grantee: Lowe's Home Centers, Inc.
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Attention: Property Management Dept.
Tel. No.: 336.658-4200

With copy to: Lowe's Home Centers, Inc.
1000 Lowe's Boulevard
Mooresville, NC 28117
Attention: Legal Dept. (NBLG)
Tel. No.: 704.758-1000

Grantor: City of Gautier
3330 Highway 30
Gautier, MS 39553
Attention: Chandra Nicholson
Tel. No.: 228.497-1878

12. All matters related to the construction, validity and enforcement of the Easement and this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi in all respects and this Easement Agreement constitutes the entire and final expression of agreement between Grantee and Grantor with regard to the subject matter hereof.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto Grantee, its successors and assigns, forever, subject to the conditions, limitations and restrictions contained herein.

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed this Grant of Easement to be effective as of the _____ day of _____, 2014.

GRANTOR:

CITY OF GAUTIER, MISSISSIPPI, a political subdivision of the State of Mississippi

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF MISSISSIPPI)

COUNTY OF _____)

This ____ day of _____, 2014, personally came before me _____, who being by me duly sworn, says that he is _____ of _____ and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given and acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal this ____ day of _____, 2013.

Notary Public

My commission expires:

[Notary Seal]

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed, the ____ day of _____, 2014.

GRANTEE:

LOWE'S HOME CENTERS, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

STATE OF NORTH CAROLINA)

COUNTY OF _____)

This ____ day of _____, 2014, personally came before me _____, who being by me duly sworn, says that he is _____ of _____ and that said writing was signed and sealed by him in behalf of said limited liability company by its authority duly given and acknowledged the said writing to be the act and deed of said limited liability company.

Witness my hand and official seal this ____ day of _____, 2014.

Notary Public

My commission expires:

[Notary Seal]

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "A"
[Stormwater Management Facilities]

The area outlined or delineated as "Stormwater Management Facilities" on that certain plat entitled "Lowe's Town Center" as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "B"

[Servient Land]

Tract "D" and Tract "E", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

Exhibit "C"

[Grantee's Land]

Tract "A", Tract "B", and Tract "C", Lowe's Town Center, as per official map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 24, at pages 40 through 42 thereof, reference to which is hereby made in aid of and as part of this description.

Initial _____, _____

Lowe's Home Centers, LLC - Easement
STP-0494-00(008)LPA/106378-701000

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

ORDER NUMBER 136-2014

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 advertise for a bucket truck.

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 Anderson** and the following vote was recorded:

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: June 10th, 2014
Subject: Bid Advertisement for Bucket Truck

REQUEST:

The Purchasing Division requests authorization to advertise for a bucket truck.

DISCUSSION:

The Purchasing Division requests authorization to advertise for a bucket truck to ensure the safety of our employees while performing duties beyond their reach. This truck will be used to check overhead power services at lift stations, wells, rain gauges, wind socks, security lights or any other repairs as needed. Funding is available from account #400-650-730, funds from previous reimbursements

RECOMMENDATION:

City staff recommends that City Council approve advertising for a bucket truck

The City Council may:

1. Approve advertising for a bucket truck; or
2. Disapprove advertising for a bucket truck.

ATTACHMENT(S):

Advertisement

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Gautier, Mississippi will receive sealed bids at Gautier City Hall, 3330 Hwy 90 until 2:00 p.m. on July 14th, 2014 for the following:

“BUCKET TRUCK”

GA 2014-008

Specifications are on file in the Purchasing Office. An electronic version is available by emailing the Purchasing Agent at csteen@gautier-ms.gov. Bids shall be delivered to the Purchasing Agent's Office located at Gautier City Hall and envelopes (s) plainly marked **“Bucket Truck”** and shall be addressed to the Purchasing Agent, 3330 Hwy 90, Gautier, MS 39553.

No bid may be withdrawn for a period of thirty (30) days. All documents and bid forms required by the specifications shall be submitted in the original bid. No additions or modifications will be allowed after the bids are opened.

All bid envelopes should contain the Bidder's name and mailing address on the face of the envelope.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

Cindy Steen
Purchasing Agent
City of Gautier, MS

(SEAL)

Publication Dates:
Mississippi Press: June 22nd, and June 29th, 2014
Bid Number: GA 2014-008

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

ORDER NUMBER 137-2014

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 submit one or more applications to the Mississippi Department of Marine Resources for FY 2016 Tidelands Public Access funding.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

FY 2016 Mississippi Tidelands Trust Fund
Mayor and Council priority ranking of potential projects:

Mayor Gollott

1. Continued improvements to the new Town Green Commons (Town Center)
2. Continued Improvements to Shepard State Park amenities/infrastructure
3. Improvements to George Martin City Park

Councilwoman At Large Martin

1. Continued improvements to the new Town Green Commons (Town Center)
2. Continued Improvements to Shepard State Park amenities/infrastructure
3. Improvements to George Martin City Park

Councilman Jones

1. Continued improvements to the new Town Green Commons (Town Center)
2. Continued Improvements to Shepard State Park amenities/infrastructure
3. Improvements to George Martin City Park

Councilman Guillotte

1. Continued Improvements to Shepard State Park amenities/infrastructure
2. Improvements to George Martin City Park
3. Continued improvements to the new Town Green Commons (Town Center)

Councilman Vaughan

1. Improvements to George Martin City Park
2. Continued Improvements to Shepard State Park amenities/infrastructure
3. Continued improvements to the new Town Green Commons (Town Center)

Councilman Anderson

1. Continued Improvements to Shepard State Park amenities/infrastructure
2. Improvements to George Martin City Park
3. Continued improvements to the new Town Green Commons (Town Center)

Adam Colledge

1. Continued Improvements to Shepard State Park amenities/infrastructure
2. Improvements to George Martin City Park
3. Continued improvements to the new Town Green Commons (Town Center)

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: June 11, 2014
Subject: FY2016 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Economic Development and Planning Department requests City Council authorization to submit one or more applications to the Mississippi Department of Marine Resources for FY2016 Tidelands Public Access funding.

BACKGROUND:

“The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.”

DISCUSSION:

The Economic Development and Planning Dept. has identified several potential projects for FY2016 Tidelands Public Access funding. The maximum request amount per project is \$250,000. If more than one project is authorized by City Council for an application, priorities must be assigned to the funding requests (i.e., 1st priority, 2nd priority, 3rd priority). Potential projects include:

- 1) Continued improvements to the new Town Green Commons (Town Center)
- 2) Improvements to George Martin City Park
- 3) Continued improvements to Shepard State Park amenities/infrastructure
- 4) Any combination of the above; or
- 5) Other tidelands area impacted projects

All three parks listed above have been approved previously for Tidelands funding. Projects must be completed within a five year period of performance. FY2016 applications are due no later than 5:00 p.m. on Tuesday, July 1, 2014.

RECOMMENDATION:

The Economic Development and Planning Department requests that City Council determine which project(s) staff should include in one or more grant applications for FY2016 Tidelands Public Access funding. If more than one grant application is recommended by City Council, priorities must be included.

ATTACHMENT(S):

Summary of Open Tidelands Funded Projects

Summary of Open Tidelands Funded Projects

As of 06-11-14

Project Name- FY2010 and reallocations	Status	Total Funding Needed	Funds Available	Action	Objective
FY2010-P407 City Park Community Ctr. Phase III (Town Green)	Awarded- Ongoing	\$3,020,120.00 (for Phase II and III).	\$394,878.51	This project serves as the basis for ongoing work at City Park and Town Center.	Town Green Project

Project Name- FY2014	Status	Total Funding Needed	Funding	Action	Objective
FY2014-P401- 6GA Graveline Bayou Restoration Project	Awarded \$250,000.00 in December 2013. (Two other project requests not funded.)	To Be Determined	Grant agreement signed.	Funds available.	Removal of sediment accumulation from Graveline Bayou.

Project Names- FY2105	Status	Total Funding Needed	Funding	Action	Objective
FY2015-P501- 16GA Shepard State Park Improvements	Requested \$250,000. Notified of \$250,000 award in April 2014.	\$250,000.00 (Current phase)	Grant Agreement available in Dec. 2014.	Funds available in 2015.	Road work, water lines, sewer lines, power, lights, clearing of underbrush, bathroom, pavilion, small play area
FY2015-P501- 18GA City Park Community Center Phase III (Town Green)	Requested \$250,000. Notified of \$70,000 award in April 2014.	See FY2010- P407 (continuation project)	Grant Agreement available in Dec. 2014.	Funds available in 2015.	Infrastructure improvements

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

ORDER NUMBER 138-2014

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

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

Docket of Claims
Release date from 06/17/2014 thru 06/17/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GLOBALSTAR	141968	06/17/2014	06/02/2014			53.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	5590764	05/16/2014			53.09	
001	CABLE ONE	141969	06/17/2014	06/02/2014			99.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	JUNE 2014;23421-102609-01-6	05292014	06/05/2014			99.95	
001	SECURE NETWORKS LLC	141970	06/17/2014	06/02/2014			2,280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	JUL 2014 NETWORK SERVICES	2073	05/14/2014			2,280.00	
001	IBM CORPORATION	141972	06/17/2014	06/02/2014			816.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-730	AS400 PMT JULY 2014	12984FS	06/01/2014			816.40	
001	PASCAGOULA UTILITIES	141973	06/17/2014	06/02/2014			40.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN	1566033	05/28/2014			16.07	
	001-161-630	SOUTH FIRE STN	1566215	05/28/2014			24.25	
001	JOE'S GARAGE	141974	06/17/2014	06/03/2014			89.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	ALIGNMENT:#15238	13712	05/27/2014			89.99	
001	STEINER SAW & MOWER	141975	06/17/2014	06/03/2014			589.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	KNOB(12),CHUTE	542538	05/01/2014			82.00	
	001-170-639	CHUTE,SPRING(4)	542540	05/02/2014			76.00	
	001-170-639	SPRING(4),FILTER(4),S.PLUG(6)	543042	05/19/2014			61.50	
	001-170-639	B&S REGULATOR	543042	05/19/2014			99.00	
	001-170-639	HONDA CARB,B&S CARB	543046	05/21/2014			95.00	
	001-170-639	COIL,WEED EATER CAP(3)	543064	05/27/2014			85.00	
	001-170-639	SUPPLIES:WEED EATER	543065	05/27/2014			90.90	
001	BELL AUTO PARTS, INC.	141978	06/17/2014	06/03/2014			454.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	FLANGE:E-4	40287	05/12/2014			75.00	
	001-161-638	FLANGE:E-4	40288	05/12/2014			76.10	
	001-170-639	GREASE GUN	40304	05/22/2014			45.50	
	001-170-639	HYD TANK LEVEL GAUGE	40306	05/23/2014			79.70	
	001-161-638	SOCKET,ADHESIVE,GASKET	40310	05/28/2014			78.10	
	001-100-570	1GAL ANTIFREEZ(8):POLICE CARS	40312	05/28/2014			99.92	
001	O'REILLY AUTO PARTS	141980	06/17/2014	06/03/2014			697.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	BATTERY	1978333998	04/30/2014			57.11	
	001-100-570	OIL FILTER	1978334031	04/30/2014			11.51	
	001-170-639	SEAT BELT	1978334075	05/01/2014			18.99	
	001-170-639	SEAT BELT	1978334185	05/02/2014			18.99	

Docket of Claims
Release date from 06/17/2014 thru 06/17/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	141980	06/17/2014	06/03/2014			597.99	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	CREDIT RTN:IDLER PULLEY #9	1978334657	05/05/2014		-16.18		
	001-170-639	SOLENOID,BUTTON,STABILIZER	1978334703	05/06/2014		37.76		
	001-100-570	AC SUPPLIES:#14404	1978334717	05/06/2014		30.98		
	001-100-570	WATER PUMP,MICRO-V BELT:#9	1978334729	05/06/2014		95.23		
	001-100-570	THERMOSTAT,GASKET:#9	1978334730	05/06/2014		21.41		
	001-100-570	TENSIONER,IDLER PULLEY:#9	1978334827	05/07/2014		58.62		
	001-100-570	MANIFOLD SET:#9	1978334851	05/07/2014		9.59		
	001-100-570	DECAL REMOVER	1978334855	05/07/2014		13.99		
	001-100-570	1GAL ANTIFREEZER(2):#9	1978334880	05/07/2014		25.98		
	001-170-639	OIL:1QT(2)&5QT,OIL FILTER	1978334881	05/07/2014		30.50		
	001-100-570	SPARK PLUG(16),CAPACITOR:#9	1978334949	05/08/2014		52.87		
	001-100-570	1GAL CAR WASH(2):POLICE CARE	1978335077	05/09/2014		10.98		
	001-100-570	CREDIT RTN:SPARK PLUG(8)	1978335365	05/12/2014		-103.92		
	001-100-570	SPARK PLUG(8)	1978335366	05/12/2014		79.92		
	001-170-638	FILTER,OIL:1QT(2)&5QT	1979335475	05/13/2014		30.06		
	001-090-525	FILTER,OIL:1QT&5QT	1978335703	05/15/2014		26.51		
	001-100-570	18 OZ MAC134 REFRIGERANT	1978335938	05/17/2014		22.99		
	001-100-570	RTN:MAC 134, ARCTIC FRZ(2)	1978335703	05/17/2014		32.99		
	001-100-570	SPARK PLUG(8),FILTER:#126	1978336355	05/21/2014		35.84		
	001-100-570	TIE ROD END:#15238	1978336472	05/22/2014		56.62		
	001-161-638	ENGINE PAINT:E-4	1978336473	05/22/2014		6.59		
	001-170-639	GASKET,SHEETS	1978336476	05/22/2014		11.68		
	001-161-638	SEALED BEAM(2)	1978336521	05/22/2014		20.38		
001	TBC	141981	06/17/2014	06/03/2014			62.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	779141	06/01/2014		62.01		
001	AUTO TRUCK AND TRAILER PARTS INC	141982	06/17/2014	06/03/2014			322.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	CAP:E-4	242007	05/06/2014		7.67		
	001-161-638	PIPE(3):E-4	242113	05/12/2014		36.66		
	001-170-639	TRACTOR FLUID	242163	05/13/2014		38.00		
	001-170-639	1GAL ROTELLA(4)	242181	05/13/2014		66.00		
	001-170-639	OIL FILTER(2)	242182	05/13/2014		59.56		
	001-161-638	MIRROR:E-2	242215	05/14/2014		65.47		
	001-170-639	FUEL FILTER(2)	242216	05/14/2014		42.72		
	001-161-638	CUT OFF BLADE:E-4	242256	05/15/2014		5.95		
001	LOWE'S HOME CENTER'S, INC.	141983	06/17/2014	06/04/2014			468.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CREDIT RTN:TOILET AUGER	918188	04/25/2014		-47.48		
	001-170-559	TOILET WAX RING,TOILET AUGER	915488	04/25/2014		53.16		
	001-170-559	PADLOCK KEY(2), ID TAGS(2)	913120	04/28/2014		7.10		
	001-170-559	SUPPLIES:REPLACE TOILET	902121	04/28/2014		14.52		
	001-170-559	KOBALT ANGLE BIT SET (2)	914715	04/28/2014		37.94		
	001-170-559	TOILET HANDLE	902315	04/29/2014		7.58		
	001-170-559	BLANK KEY,PADLOCK KEY(2)	913750	04/30/2014		5.61		
	001-170-559	PADLOCK KEY(3)	913808	05/05/2014		5.61		
	001-100-799	4.4 CU FT FRIDGE-SUBSTATION	914073	05/05/2014		189.05		
	001-170-559	RATCHET WRENCH,DRAIN AUGER	915944	05/06/2014		40.80		

Docket of Claims
Release date from 06/17/2014 thru 06/17/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	141983	06/17/2014	06/04/2014			468.33	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	PADLOCK KEY(3)	902476	05/09/2014		5.61		
	001-170-559	50' NYLON ROPE	902290	05/13/2014		7.58		
	001-170-559	SAFETY GLASSES, VESTS, GLOVES	902403	05/14/2014		73.85		
	001-205-559	4PK SPIRAL BULBS, BLANK KEY	902641	05/15/2014		12.78		
	001-170-559	120 OZ CLOROX(5)	915436	05/20/2014		24.57		
	001-170-559	SAW BLADE, BLADE SET(2)	902896	05/21/2014		30.05		
001	SYSCON INC	141992	06/17/2014	06/05/2014			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	JUNE 2014 COURT SUPPORT	1-25679	06/02/2014		1,475.00		
001	MALLETTE BROTHERS CONSTRUCTION, INC	141996	06/17/2014	06/05/2014			7,757.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	10.55 TN RAP FOB	17573	05/31/2014		358.70		
	001-201-576	7.30 CY FILL SAND FOB	17573	05/31/2014		87.60		
	001-201-576	17.86 TN SACTUN A-BASE FOB	17573	05/31/2014		535.80		
	001-201-576	111.13 TN RIP RAP FOB	17573	05/31/2014		6,112.15		
	001-201-576	18.87 CY FILL CLASS 9 FOB	17573	05/31/2014		226.44		
	001-201-576	5.82 TN ASPHALT FOB	17573	05/31/2014		436.50		
001	G&K SERVICES INC	141999	06/17/2014	06/06/2014			206.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	1033488864	05/05/2014		51.51		
	001-205-535	MAINTENANCE	1033491011	05/12/2014		51.51		
	001-205-535	MAINTENANCE	1033493174	05/19/2014		51.51		
	001-205-535	MAINTENANCE	1033495331	05/26/2014		51.51		
001	INFORMATION TECHNOLOGY SERVICE	142003	06/17/2014	06/09/2014			224.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-640	MAY 2014	5226094	05/30/2014		224.00		
001	AIRGAS USA, LLC	142004	06/17/2014	06/09/2014			189.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9918971791	05/31/2014		189.66		
001	FEDERAL EXPRESS	142005	06/17/2014	06/10/2014			107.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-607	SHIPPING: GRANT REPORT	267481318	06/04/2014		22.67		
	001-022-559	SHIPPING: RETURN TESTS	267481318	06/04/2014		84.92		
001	THE INN AT OLE MISS	142012	06/17/2014	06/10/2014			480.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	5 NIGHTS: COOKSEY, JERRY	L8464	07/27/2014		480.00		
001	ROBERT JONES, CUSTODIAN	142013	06/17/2014	06/10/2014			131.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-682	STATE EMT REGISTRY: MOONEY, C	03262014	06/02/2014		35.00		
	001-161-682	NATL EMT REGISTRY: FORTNEY, T	04072014	06/02/2014		15.00		
	001-161-682	NATL EMT REGISTRY: KILLEN, E	04232014	06/02/2014		15.00		
	001-161-682	STATE EMT REGISTRY: BROWN, J	05072014	06/02/2014		40.00		
	001-161-500	5 PK DVD-R	05202014	06/02/2014		6.42		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ROBERT JONES, CUSTODIAN	142013	06/17/2014	06/10/2014			131.42	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-604	5 CPR CARDS		05232014	06/02/2014		20.00	
001	CABLE ONE	142014	06/17/2014	06/10/2014			195.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUNE 2014:23421-102608-02-6		06112014	06/04/2014		195.50	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY, INC	142015	06/17/2014	06/10/2014			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-645	MAY 2014 CLUB SUPPORT		05312014	06/05/2014		833.33	
001	C SPIRE WIRELESS	142016	06/17/2014	06/10/2014			1,159.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	05/31/2014		123.98	
	001-022-605	HR CELL PHONES		0030759348	05/31/2014		123.98	
	001-040-605	CITY CLERK CELL PHONES		0030759348	05/31/2014		227.37	
	001-090-605	ECON DEV CELL PHONES		0030759348	05/31/2014		397.89	
	001-161-605	FIRE DEPT CELL PHONES		0030759348	05/31/2014		141.59	
	001-170-605	RECREATION CELL PHONES		0030759348	05/31/2014		117.49	
	001-205-605	MAINT CELL PHONES		0030759348	05/31/2014		26.89	
001	COMPANION PROPERTY & CASUALTY GROUP	142019	06/17/2014	06/10/2014			7,649.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	COMMERCIAL PROPERTY		0003631775	06/04/2014		7,649.00	
001	FIRST INSURANCE FUNDING CORP	142020	06/17/2014	06/10/2014			16,377.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	JUN 2014 LIABILITY		06302014	06/13/2014		16,377.32	
001	FUELMAN OF MS	142021	06/17/2014	06/10/2014			3,796.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP41428397	06/02/2014		158.24	
	001-100-525	UNL FUEL		NP41428397	06/02/2014		3,178.96	
	001-161-525	UNL & DSL FUEL		NP41428397	06/02/2014		406.10	
	001-205-525	UNL FUEL		NP41428397	06/02/2014		52.74	
001	FUELMAN OF MS	142026	06/17/2014	06/10/2014			4,320.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP41491434	06/09/2014		39.72	
	001-092-525	UNL FUEL		NP41491434	06/09/2014		127.61	
	001-100-525	UNL FUEL		NP41491434	06/09/2014		3,154.35	
	001-161-525	UNL & DSL FUEL		NP41491434	06/09/2014		553.12	
	001-170-525	UNL FUEL		NP41491434	06/09/2014		252.00	
	001-205-525	UNL FUEL		NP41491434	06/09/2014		193.44	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	142027	06/17/2014	06/10/2014			390.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-682	AGENCY DUES 00016838		24201371	05/30/2014		390.00	

Docket of Claims
Release date from 06/17/2014 thru 06/17/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	142028	06/17/2014	06/10/2014			16,157.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	MAY 2014 ADC CHGS	05312014	06/04/2014		15,890.00		
	001-010-696	PHARMACY CHARGES	05312014	06/04/2014		267.26		
001	MS DEPT OF FINANCE & ADMIN	142029	06/17/2014	06/10/2014			38,233.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	MAY 2014 COURT ASSESSMENTS	05312014	06/03/2014		38,233.50		
001	MS DEPT OF PUBLIC SAFETY	142030	06/17/2014	06/10/2014			246.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	MAY 2014 SPECIAL ASSESSMENTS	05312014	06/03/2014		246.00		
001	MEDWORKS OCCUPATIONAL CLINIC	142031	06/17/2014	06/10/2014			75.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PRE-EMP PHYSICAL:CANTRELL	8411	06/02/2014		50.00		
	001-100-604	DRUG SCREEN:CANTRELL	8411	06/02/2014		25.00		
001	THE SUN HERALD	142035	06/17/2014	06/10/2014			235.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	RFP:DEBRIS REMVL MONITORING	T539356111	06/01/2014		116.96		
	001-040-615	RFP:DEBRIS REMOVAL SERVICES	T539358111	06/01/2014		118.94		
001	DOGAN & WILKINSON PLLC	142036	06/17/2014	06/10/2014			7,916.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	JUN 2014 RETAINER FEE	621-0023F	06/10/2014		7,916.67		
001	CARD SERVICES	142038	06/17/2014	06/10/2014			37.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-559	PURCHASING LAW REF BOOK	NW1N557	05/19/2014		37.35		
001	CREDIT CARD CENTER	142039	06/17/2014	06/11/2014			3,620.47	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-681	ICSC RECON: GOLLOTT, G	APR STMT	04/21/2014		1,897.71		
	001-021-681	ICSC RECON: ABELL, S	APR STMT	04/21/2014		1,340.71		
	001-040-500	MAXELL CD-R SPINDLE	3756866	04/29/2014		18.99		
	001-092-550	SURVEY MONKEY UPGRADE	1443732	05/02/2014		26.00		
	001-022-596	EMPLOYEE PICNIC SUPPLIES	05072014	05/07/2014		936.80		
	001-022-681	SRM HOTEL: PUGH, J	8628524	05/12/2014		245.25		
	001-040-704	RTN CREDIT: HAND SCANNER	0388727	05/15/2014		-844.99		
001	TEAM ONE COMMUNICATIONS, INC	142040	06/17/2014	06/11/2014			127.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	PROGRAM PORTABLES W/ MSWIN	9000002121	06/06/2014	140784	127.50		
001	ACTION PRINTING CENTER INC	142042	06/17/2014	06/11/2014			80.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-620	LEE BOND BUSINESS CARDS	83230	06/06/2014	140770	40.00		
	001-090-620	PATRICK COLLINS BUSINESS CARDS	83230	06/06/2014	140770	40.00		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MISSISSIPPI FIRE ACADEMY	142043	06/17/2014	06/11/2014			40.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	CC CPAT-E: RAYBORN,B	21950	05/30/2014	140685		40.00	
001	BELL AUTO PARTS, INC.	142044	06/17/2014	06/11/2014			847.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	SOLID TIRE WHEEL 175 633	40301	05/20/2014	140695		416.00	
	001-170-639	MOWER BLADES (24)	40301	05/20/2014	140695		431.52	
001	CUSTOM PRODUCTS CORPORATION	142045	06/17/2014	06/11/2014			83.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	24X24 DUCK XING SIGN	250373	05/21/2014	140709		71.43	
	001-201-559	SHIPPING	250373	05/21/2014	140709		12.40	
001	MISSISSIPPI WHOLESALE TROPHIES, INC.	142047	06/17/2014	06/11/2014			58.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	NAME/SERVING BAR:ENOCHS,J	3170	06/02/2014	140655		28.20	
	001-100-559	NAME/SERVING BAR:BROWN,C	3170	06/02/2014			28.20	
	001-100-559	SHIPPING	3170	06/02/2014			1.93	
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	142048	06/17/2014	06/11/2014			30.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	NAMEPLATE:PATRICK COLLINS	17839	06/06/2014	140778		15.00	
	001-090-559	NAMEPLATE:TRICIA THIGPEN	17839	06/06/2014	140778		15.00	
001	ZEP MANUFACTURING COMPANY	142049	06/17/2014	06/11/2014			89.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	ZEP-O-SHINE	900992897	05/30/2014	140700		89.32	
001	PASCAGOULA TIRE & SERVICE	142051	06/17/2014	06/11/2014			971.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SET FS FIREHAWK GTZ: UNIT 8	57781	06/03/2014	140744		485.52	
	001-100-638	SET FS FIREHAWK GTZ: UNIT 41	59200	06/03/2014	140744		485.52	
001	COMM-TECH SOLUTIONS INC	142053	06/17/2014	06/11/2014			468.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	MOVE LINES,SET UP NEW LINE	14726	05/23/2014	140708		208.60	
	001-090-698	ADD DSX,SET UP AUTO ATTENDANT	14726	05/23/2014	140708		260.00	
001	DIXIE GLASS & TRIM INC	142054	06/17/2014	06/11/2014			84.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	INSULATED UNIT:CONCESSION	1029893	06/03/2014	140743		84.68	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	142056	06/17/2014	06/11/2014			635.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	HANGING FILE HOLDERS	3232282674	05/29/2014	140736		10.58	
	001-090-559	STAPLES HANGING FILES	3232282674	05/29/2014	140736		11.42	
	001-090-559	UNIBALL REFILLS	3232282674	05/29/2014	140736		1.93	
	001-090-559	STAPLES MOUSEPAD	3232282674	05/29/2014	140736		1.90	
	001-090-559	FELLOWS 12 COMPARTMENT SORTER	3232282674	05/29/2014	140736		57.14	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	142056	06/17/2014	06/11/2014			635.49	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	HP TONER CART BLACK	3232282674	05/29/2014	140736	83.99		
	001-040-500	YELLOW CANARY COPY PAPER	3232282673	05/29/2014	140737	102.80		
	001-022-596	LEATHERETTE FRAMES 8X11	3233273421	06/05/2014	140767	74.90		
	001-022-559	HP 950XL INK CART BLACK	3233273421	06/05/2014	140767	34.67		
	001-022-500	HP 950XL/951 HY BLACK	3233273421	06/05/2014	140767	93.99		
	001-022-559	PILOT PRECISE XFINE BK	3233273421	06/05/2014	140767	18.84		
	001-022-559	PILOT PRECISE XFINE BL	3233273421	06/05/2014	140767	18.84		
	001-022-559	OOPS! CORRECTION TAPE	3233273421	06/05/2014	140767	7.68		
	001-022-596	LEXMARK TONER CART BK	3233273421	06/05/2014	140767	69.99		
	001-022-596	STAPLES BRIGHTS BLUE PAPER	3233273421	06/05/2014	140767	12.69		
	001-022-596	10X13 BROWN KRAFT ENVELOPES	3233273421	06/05/2014	140767	8.29		
	001-022-596	6X9 BROWN KRAFT ENVELOPES	3233273421	06/05/2014	140767	5.44		
	001-022-596	100/PACK 700MB CD-R	3233273421	06/05/2014	140767	20.40		
001	ROCIC TRAINING	142057	06/17/2014	06/11/2014			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	JUL 2014-JUN 2015 SERVICE	0030768-IN	06/01/2014	140786	300.00		
001	MINGLEDORFF'S INC	142058	06/17/2014	06/11/2014			29.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	18X30X1 HD DISPLAY FILTER	5297007-00	05/29/2014	140740	20.03		
	001-092-635	12X30X1 HD DISPLAY FILTER	5297007-00	05/29/2014	140740	9.96		
001	MEDWORKS OCCUPATIONAL CLINIC	142059	06/17/2014	06/11/2014			165.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	DOT PHYSICAL: MAY, JOHNNY	8594	06/02/2014	140731	90.00		
	001-022-604	PRE-BMP PHYSICAL: COLLINS, P	8411	06/02/2014	140707	50.00		
	001-022-604	DRUG SCREEN: COLLINS, P	8411	06/02/2014	140707	25.00		
001	MISSISSIPPI GULF COAST COMMUNITY COLLEGE	142060	06/17/2014	06/11/2014			5,400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BASIC LEO ACADEMY:BURKES,J	14-0023	05/30/2014	140471	3,600.00		
	001-100-681	REFRESHER COURSE:JOHNSON,A	14-0023	05/30/2014	140471	900.00		
	001-100-681	REFRESHER COURSE:BURIG,R	14-0023	05/30/2014		900.00		
001	PARK FIRE GULF COAST LLC	142061	06/17/2014	06/11/2014			602.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-639	SERVICE FIRE EXTINGUISHERS	5498	06/04/2014	140733	302.50		
	001-092-639	SERVICE SPRINKLER SYSTEM	5498	06/04/2014		300.00		
FUND TOTAL	1 Claims	to	Checks	53 Total	127,801.30 Manual	Held	Total	127,801.30

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
013	NEEL-SCHAPFER INC	142009	06/17/2014	06/10/2014			7,126.97	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	013-021-750		ENGINEERING 90%	06042014	06/04/2014		7,126.97	
FUND TOTAL	13 Claims	to	Checks	1 Total	7,126.97 Manual	Held	Total	7,126.97

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	STBINER SAW & MOWER	141976	06/17/2014	06/03/2014			148.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	SAW BLADE(4)	542541	05/02/2014		36.00		
	176-170-639	CARB,BULB(2)	543041	05/19/2014		70.00		
	176-170-639	EDGER BLADE(2),BELT(2)	543085	05/27/2014		42.00		
176	BELL AUTO PARTS, INC.	141977	06/17/2014	06/03/2014			692.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	SWITCH(4),RELAY(2),SEAT MODULE	40270	05/02/2014		86.47		
	176-170-639	CHUTE	40271	05/05/2014		98.36		
	176-170-639	PTO SWITCH	40272	05/05/2014		29.78		
	176-170-639	DISCHARGE CHUTE	40289	05/13/2014		98.90		
	176-170-639	DECK COVER	40290	05/13/2014		99.95		
	176-170-639	DECK COVER	40291	05/14/2014		99.95		
	176-170-639	AIR FILTER(4)	40292	05/14/2014		54.00		
	176-170-639	BUSH HOG WHEEL	40314	05/29/2014		79.70		
	176-170-639	GREASE GUN	40303	05/22/2014		45.50		
176	O'REILLY AUTO PARTS	141979	06/17/2014	06/03/2014			134.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	BATTERY	1978334822	05/07/2014		39.89		
	176-170-639	5GAL HYDRAULIC & TRACTOR OIL	1978335810	05/16/2014		94.98		
176	LOWE'S HOME CENTER'S, INC.	141985	06/17/2014	06/04/2014			235.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	HOT SHOT FOGGER	903071	05/08/2014		5.67		
	176-170-635	SCREEN DOOR(2),ALARM(2),GLAZE	980778	05/15/2014		225.52		
	176-170-559	PLUG FUSE	902504	05/19/2014		4.49		
176	C SPIRE WIRELESS	142017	06/17/2014	06/10/2014			103.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONES	0030759348	05/31/2014		103.70		
176	FUELMAN OF MS	142022	06/17/2014	06/10/2014			45.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP41428397	06/02/2014		45.61		
176	FUELMAN OF MS	142025	06/17/2014	06/10/2014			77.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP41491434	06/09/2014		77.09		
176	BELL AUTO PARTS, INC.	142062	06/17/2014	06/11/2014			1,100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	CLUTCH KIT W/BOTH DISCS	40301	05/20/2014		1,100.00		
FUND TOTAL 176 Claims to		Checks	8 Total	2,537.56 Manual		Held	Total	2,537.56

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	141967	06/17/2014	06/02/2014			117,586.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUNE 2014 TREATMENT CHGS		38939	06/02/2014		116,959.00	
	400-651-668	FY 2013 ACTUAL FLOW ADJ		38939	06/02/2014		627.00	
400	CLEARWATER SOLUTIONS LLC	141971	06/17/2014	06/02/2014			145,083.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAY 2014 OPERATION FEE		GAUTIER018	06/01/2014		145,083.00	
400	LOWE'S HOME CENTER'S, INC.	141984	06/17/2014	06/04/2014			154.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-586	CAULK, PAINT BRUSH(3)		902823	05/06/2014		8.57	
	400-651-585	80LB CONCRETE MIX(42)		901478	05/08/2014		138.18	
	400-651-667	3M SEALING TAPE(2)		901815	05/19/2014		7.56	
400	MALLETTE BROTHERS CONSTRUCTION, INC	141997	06/17/2014	06/05/2014			611.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	28.29 CY FILL SAND FOB		17573	05/31/2014		339.48	
	400-651-585	7.59 TN LIMESTONE FOB		17573	05/31/2014		227.70	
	400-651-585	2.94 TN FILL SAND FOB		17573	05/31/2014		44.10	
400	IRBY'S ANSWERING SERVICE	141998	06/17/2014	06/05/2014			444.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 05/21-06/17		277-052114	05/21/2014		444.52	
400	G&K SERVICES INC	142000	06/17/2014	06/06/2014			27.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	UNIFORMS		1033488864	05/05/2014		6.83	
	400-651-559	UNIFORMS		1033491011	05/12/2014		6.83	
	400-651-559	UNIFORMS		1033493174	05/19/2014		6.83	
	400-651-559	UNIFORMS		1033495331	05/26/2014		6.83	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	142002	06/17/2014	06/09/2014			371.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF-TIMBERLANE		0604346213	06/01/2014		371.26	
400	REGIONS BANK	142010	06/17/2014	06/10/2014			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	MDB 2013 BOND FEES		33753	05/29/2014		2,500.00	
400	REGIONS BANK	142011	06/17/2014	06/10/2014			219,253.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN PMT:MDB BOND S2013		5703	05/13/2014		150,000.00	
	400-680-819	INT PMT:MDB BOND S2013		5703	05/13/2014		69,253.13	
400	C SPIRE WIRELESS	142018	06/17/2014	06/10/2014			103.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONES		0030759348	05/31/2014		103.39	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN OF MS	142023	06/17/2014	06/10/2014			55.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-525	UNL FUEL	NP41428397	06/02/2014			55.45	
400	FUELMAN OF MS	142024	06/17/2014	06/10/2014			119.46	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-525	UNL FUEL	NP41491434	06/09/2014			119.46	
400	SINGING RIVER E.P.A.	142032	06/17/2014	06/10/2014			4,092.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 17881	05132014	05/23/2014			2,395.84	
	400-651-631	WATER WELLS 17881	05132014	05/23/2014			1,697.02	
400	LYMAN WELL COMPANY	142033	06/17/2014	06/10/2014			23,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-712	CAMERA & CLEAN BEASLEY WELL	15068	03/20/2014			5,200.00	
	400-651-712	CHLORINATE BEASLEY WELL	15069	03/20/2014			1,800.00	
	400-651-712	CONVERT BEASLEY WELL	15073	05/15/2014			16,500.00	
400	CARD SERVICES	142037	06/17/2014	06/10/2014			106.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-500	MANAGERS CHAIR: BROWN, D	1VPNLAE	05/09/2014			106.99	
400	CUSTOM PRODUCTS CORPORATION	142046	06/17/2014	06/11/2014			342.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-559	36X36 FLAGMAN MESH (2)	250362	05/21/2014	140689		82.22	
	400-651-559	36X36 ONE LANE MESH (2)	250362	05/21/2014	140689		82.22	
	400-651-559	RIBS FOR ROLL UP (4)	250362	05/21/2014	140689		43.56	
	400-651-559	18" TRAFFIC CONES (6)	250362	05/21/2014	140689		40.38	
	400-651-559	WEIGHT LIMIT SIGN (2)	250362	05/21/2014	140689		94.50	
400	C & M ELECTRIC MOTOR SERVICE, INC.	142050	06/17/2014	06/11/2014			987.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	5HP SUB MOTOR: HOLLY HEATH	11483	05/28/2014	140730		987.40	
400	COAST CHLORINATOR & PUMP CO., INC.	142052	06/17/2014	06/11/2014			708.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	12.5% BLEACH 55 GALLON	60953	05/29/2014	140738		458.00	
	400-651-581	F-25 WELL CONDITIONER 15 GAL	60953	05/29/2014	140738		250.00	
400	SOUTHERN WATERWORKS SUPPLY, INC	142055	06/17/2014	06/11/2014			6,809.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	3/4 BRASS COUP CTS X PVC	53678	05/30/2014	140725		231.96	
	400-651-581	3/4 X 5/8 CURB STOP CTS XM/C	53678	05/30/2014	140725		539.04	
	400-651-581	3/4 BRASS METER CPLG NO LEAD	53678	05/30/2014	140725		67.40	
	400-651-581	RAIN R SHINE CEMENT	53678	05/30/2014	140725		114.60	
	400-651-581	PURPLE PRIMER	53678	05/30/2014	140725		95.64	
	400-651-581	2" SCH 40 90	53678	05/30/2014	140725		13.08	
	400-651-581	GALLON PIPE LUBE	53678	05/30/2014	140725		13.75	
	400-651-581	3/4 X 500' SDR SERVICE TUBING	53678	05/30/2014	140725		93.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY, INC	142055	06/17/2014	06/11/2014			6,809.43	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1" X 300' SDR SERVICE TUBING	53678	05/30/2014	140725	90.00		
	400-651-583	4" SDR35 CPLG	53678	05/30/2014	140725	14.88		
	400-651-583	4" SDR 35 45	53678	05/30/2014	140725	22.32		
	400-651-583	18 X 20 CORRUGATED PIPE	53644	05/30/2014	140728	1,253.04		
	400-651-583	18" BAND COUPLER	53644	05/30/2014	140728	100.72		
	400-651-583	15 X 20 CORRUGATED PIPE	53644	05/30/2014	140728	777.00		
	400-651-583	24 X 20 CORRUGATED PIPE	53644	05/30/2014	140728	1,706.00		
	400-651-581	BLUE MARKING FLAGS	53667	05/30/2014	140644	24.00		
	400-651-581	BLUE MARKING PAINT	53667	05/30/2014	140644	140.40		
	400-651-583	GREEN MARKING PAINT	53667	05/30/2014	140644	140.40		
	400-651-583	10" SDR35 SEWER PIPE	53773	06/06/2014	140725	530.04		
	400-651-583	8" CLAY X 8" RUBBER COUP	53773	06/06/2014	140725	264.80		
	400-651-581	4" SCH 40 BELL END PVC PIPE	53773	06/06/2014	140725	88.00		
	400-651-581	2" SCH 40 22 1/2	53773	06/06/2014	140725	29.28		
	400-651-581	4 OZ. FABRIC	53645	05/30/2014	140727	364.50		
	400-651-581	8 OZ FABRIC	53645	05/30/2014	140727	95.58		
FUND TOTAL 400 Claims	to	Checks	19 Total	522,856.68 Manual	Held	Total	522,856.68	

Docket of Claims
Release date from 06/17/2014 thru 06/17/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	141995	06/17/2014	06/05/2014			81,771.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	MAY 2014 RES GARBAGE SER		7463	05/31/2014		78,813.12	
	404-677-693	MAY 2014 RES CART RENTAL		7463	05/31/2014		2,763.53	
	404-677-693	MAY 2014 COM CART RENTAL		7463	05/31/2014		194.68	
404	APPLEWHITE IND	142001	06/17/2014	06/06/2014			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	MAY 2014 140 @ 2.00		1921	05/31/2014		280.00	
FUND TOTAL 404	Claims	to	Checks	2 Total	82,051.33	Manual	Held	Total 82,051.33

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
414	ESSIX MISKEL	142034	06/17/2014	06/10/2014			2,604.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	414-651-702	CIAP SEWER REIMBURSEMENT	7218811	06/10/2014		2,604.65		
FUND TOTAL 414 Claims	to	Checks	1 Total	2,604.65 Manual		Held	Total	2,604.65

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	53 Total	127,801.30 Manual	Held	Total	127,801.30
FUND 13 Claims	to	Checks	1 Total	7,126.97 Manual	Held	Total	7,126.97
FUND 176 Claims	to	Checks	8 Total	2,537.56 Manual	Held	Total	2,537.56
FUND 400 Claims	to	Checks	19 Total	522,856.68 Manual	Held	Total	522,856.68
FUND 404 Claims	to	Checks	2 Total	82,051.33 Manual	Held	Total	82,051.33
FUND 414 Claims	to	Checks	1 Total	2,604.65 Manual	Held	Total	2,604.65
Total for all Funds		Checks	84 Total	744,978.49 Manual	Held	Total	744,978.49

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

ORDER NUMBER 139-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-7 are hereby approved.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

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

ORDER NUMBER 140-2014

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 enter into a Memorandum of Agreement with the Mississippi Department of Archives and History (MDAH) for a Certified Local Government (CLG) Grant for the category of Publications/Marketing.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: June 9, 2014
Subject: MOA with MS Dept. of Archives and History for 2014 Certified Local Government Grant funding- Publications/Marketing Category

REQUEST:

The Economic Development and Planning Department requests City Council authorization to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History (MDAH) for a Certified Local Government (CLG) Grant for the category of Publications/Marketing.

BACKGROUND:

The Certified Local Government Program is a federal-state-local partnership that promotes historic preservation at the grassroots level and helps communities deal with preservation needs. CLG communities are eligible for small annual matching grants to undertake preservation projects of importance to the community. Certified Local Government grants require a local match of at least 50%. The local match can be from cash and/or in-kind contributions. Certified Local Government Grants are reimbursement grants; no funds will be released until the project is complete, and all grant materials and financial reports have been submitted to MDAH. The Economic Development and Planning Department submitted a Notice of Intent to Apply for this grant funding in November 2013 followed by a full grant application in February 2014.

DISCUSSION:

On May 30, 2014, the City was notified that MDAH has approved the City's application for signage for the Beachfront Historic District and design work for brochures/maps of Gautier's historic resources. The current brochure has 29 historic sites including antebellum homes, Indian Mounds, cemeteries, churches, and schools. Many visitors use these brochures/maps for self-guided tours. The total approved project cost is \$4,000 (\$2,000 MDAH-National Park Service Funds and \$2,000 local match). It is anticipated that the required match (up to \$2,000) can be obtained from one or more local businesses or civic groups. The project must be completed by August 1, 2015.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize entering into a Memorandum of Agreement with MDAH for the approved marketing/signage project. City Council may:

1. authorize entering into the Memorandum of Agreement with MDAH as outlined above;
or
2. disapprove entering into the Memorandum of Agreement with MDAH.

ATTACHMENT(S):

MDAH Memorandum of Agreement for a Certified Local Government Grant

Certified Local Government (CLG) Grant Program

Federal Fiscal Year: 2014

Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Gautier**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a signage/marketing project to be conducted in Gautier, Jackson County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Gautier and **August 1, 2015**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 4,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a **matching basis**. The Grantee is required to provide **at least** a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to **reimburse** the Grantee **\$ 2,000.00** or 50% of eligible final project costs, **whichever is less**, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2015**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2015**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.
- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State

Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 31, 2014; January 31, 2015; and April 30, 2015** as well as the Project Completion Report on **August 1, 2015** and the Reimbursement Request (with supporting materials) by **August 31, 2015**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2015**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Five (5) hard copies of brochure
- One (1) electronic copy of brochure (PDF file preferred)
- Photos of installed Beachfront Historic District entrance sign.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2015**.

A final expense summary, due **August 31, 2015**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY _____
h t holmes
State Historic Preservation Officer

Date

BY _____
Honorable Gordon T. Gollott
Mayor of Gautier

Date

Return to:

Barry White
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will include development and installation of a Beachfront Historic District sign and the development of brochures describing the nearly 30 historic sites within Gautier.
2. The sign's text and proposed location must be approved by MDAH before placement.
3. MDAH requires submission of material layout and text before brochure designs are finalized.

4.

ATTACHMENT B - Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j) 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

- management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title Mayor
Applicant Organization City of Gautier	Date Submitted June 18, 2014

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

ORDER NUMBER 141-2014

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 proceed with execution of a lease agreement between the City of Gautier and Mike Hooks to reside in the Shepard State Park House.

IT IS FURTHER ORDERED that Mike Hooks will serve as the Park Ranger.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chandra Nicholson, Economic Development & Planning Director
Date: June 10, 2014
Subject: Consideration of a Lease Agreement for the Shepard State Park House - Mike Hooks

REQUEST:

The Cultural Services Division would like to proceed with execution of a lease agreement between the City of Gautier and Mike Hooks to reside in the Shepard State Park House. Mike Hooks will serve as the Park Ranger.

BACKGROUND:

The City has taken over the day-to-day operations and maintenance of Shepard State Park. The park includes a 3 bedroom home and a 3 bedroom mobile home which the City uses to house the Park Ranger and Assistant Park Ranger. In lieu of paying rent and some of the utilities, the Park Ranger and Assistant Park Ranger perform maintenance and “on call” duties at the park.

DISCUSSION:

The Park Ranger is required to perform an average of 20 hours per week of lawn and facility maintenance and share the “on call” duties at Shepard State Park in exchange for “free” rent, power service, water service, and sewer/trash service. The lawn and facility maintenance duties include standard required duties and an additional duty list that can be used to supplement the standard required duties. Standard required duties would include items such as mowing, weed-eating, camp site cleaning, daily restroom cleaning/restocking, trail trimming, emergency repairs, etc. Additional duties may include items such as, archery range construction, painting, pressure washing, facility repairs, etc. “On Call” duties would include responding to campers calls, responding to emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

RECOMMENDATION:

Staff recommends the City Council authorize execution of the Lease.

The City Council may:

1. Authorize execution of the Shepard State Park House Lease as submitted; or
2. Authorize execution of the Shepard State Park House Lease with changes; or
3. Deny the Execution of the Lease.

ATTACHMENT(S):

Lease Agreement

**REAL ESTATE LEASE
SHEPARD STATE PARK HOUSE**

This Lease Agreement, entered into and effective this the 18th day of June, 2014 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and Mike Hooks, hereinafter call the Lessor or Tenant, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the 3 bedroom home situated at 1100 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3 bedroom home that is located at Shepard Park (the "Premises") located at 1100 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on the "effective" date listed above and will terminate one year from the "effective" date, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-1878 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a monthly rental fee, power service, and water/sewer/garbage service, the Tenant is to provide lawn and facility maintenance at the Park for an average of 20 hours per week. In addition, the "on call" duties from 5 p.m. through 8 a.m., Monday through Sunday, will be shared with the other permanent park tenant residing in the mobile home on site. The City of Gautier Cultural Services Director will provide a list of standard required duties, as well as, a list of extra duties that can be performed to meet the required hours of work. These duties will be shared with the other permanent park tenant residing in the mobile home on site.

Routine Maintenance of the leased premises will not be included in the average work hour calculation.

Work schedule and time off shall be coordinated with the other permanent park tenant residing in the mobile home on site.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any personal property shall be removed prior to the termination date

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

OCCUPANTS. No more than 3 adults or 2 adults/4 children may reside on the Premises unless the prior written consent of the Landlord is obtained. The Landlord shall be notified of the names of the occupants of the premises and any changes thereof.

This Lease and occupancy of the premises is binding, on each person(s) specifically named and who signs this Lease. The tenant may not sub-let the premises. The tenant may share required duties with another occupant in the premises as approved by the Landlord.

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS/APPLIANCES. The following furnishings or appliances will be provided by Landlord: Range Stove, Refrigerator, Microwave, Dishwasher, Window Blinds. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice in accordance with "Termination Clause" below. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 keys to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

STORAGE. The adjacent work shop/shed shall be utilized for storage by the Landlord, but the Tenant shall be entitled to also store items of personal property in the adjacent work shop/shed.

MAINTENANCE. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the HVAC clean; keep the use of power to a standard usage rate; maintain the lawn adjacent to the premises; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, appliances, HVAC, structure, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his guest, family, agent, or visitor. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the premises shall be made or partitions erected, nor walls papered, signs placed, or painting done on or about the leased premises by Lessee or at his direction without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he entered therein, reasonable wear excepted, and the expenses of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore. The Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes, sewerage, or the bursting, leaking, or running from any tank, washstand, water closet, or waste pipe, in above, upon or about the premises, nor for damage occasioned by water, snow, or ice, being upon or coming through the roof, skylight, trapdoor, window, or otherwise, not for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

Repairs necessitated by normal wear, tear, and aging, will be performed by the Lessor. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

UTILITIES AND SERVICES. Landlord will provide power, water, sewer/trash service to the premises. The Tenant will be responsible for all other utilities desired.

PROPERTY INSURANCE. Landlord shall not be responsible for the contents/personal belongings of the premises or any personal belongings of the Tenant stored in the adjacent work shop/shed. The Tenant, at his sole discretion, may carry a "renters" insurance policy. The Landlord shall not be responsible for any damage incurred to Tenant/Guest personal property.

OTHER. The Tenant will receive his work assignments from the Economic Development & Planning Director or authorized designee.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. After written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. In the event of Tenant's default, Landlord may, in the alternative, elect to terminate the lease as provide herein.

TERMINATION CLAUSE. Landlord or Tenant may, upon 45 days written notice to the other party, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall be given or withheld at Landlord's sole discretion. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation

he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises 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, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier
3330 Highway 90
Gautier, MS 39553

TENANT:

Mike Hooks
1100 Graveline Rd,
Gautier, Mississippi 39553

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be 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 Lease 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.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

City of Gautier
Samantha Abell, City Manager

Dated: _____

LESSEE (TENANT):

Mike Hooks

Dated: _____

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

ORDER NUMBER 142-2014

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 proceed with execution of a lease agreement between the City of Gautier and Josh Hill to reside in the Shepard State Mobile Home.

IT IS FURTHER ORDERED that Josh Hill will serve as the Assistant Park Ranger.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chandra Nicholson, Economic Development & Planning Director
Date: June 10, 2014
Subject: Consideration of a Lease Agreement for the Shepard State Park Mobile Home – Josh Hill

REQUEST:

The Cultural Services Division would like to proceed with execution of a lease agreement between the City of Gautier and Josh Hill to reside in the Shepard State Park Mobile Home. Josh Hill will serve as the Assistant Park Ranger.

BACKGROUND:

The City has taken over the day-to-day operations and maintenance of Shepard State Park. The park includes a 3 bedroom home and a 3 bedroom mobile home which the City uses to house the Park Ranger and Assistant Park Ranger. In lieu of paying rent and some of the utilities, the Park Ranger and Assistant Park Ranger perform maintenance and “on call” duties at the park.

DISCUSSION:

The Assistant Park Ranger is required to perform an average of 20 hours per week of lawn and facility maintenance and share the “on call” duties at Shepard State Park in exchange for “free” rent, power service, water service, and sewer/trash service. The lawn and facility maintenance duties include standard required duties and an additional duty list that can be used to supplement the standard required duties. Standard required duties would include items such as mowing, weed-eating, camp site cleaning, daily restroom cleaning/restocking, trail trimming, emergency repairs, etc. Additional duties may include items such as, archery range construction, painting, pressure washing, facility repairs, etc. “On Call” duties would include responding to campers calls, responding to emergencies, monitoring site security, and other caretaker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

RECOMMENDATION:

Staff recommends the City Council authorize execution of the Lease.

The City Council may:

1. Authorize execution of the Shepard State Park Mobile Home Lease as submitted; or
2. Authorize execution of the Shepard State Park Mobile Home Lease with changes; or
3. Deny the Execution of the Lease.

ATTACHMENT(S):

Lease Agreement

**REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME**

This Lease Agreement, entered into and effective this the 18th day of June, 2014 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and Josh Hill, hereinafter call the Lessor or Tenant, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the 3 bedroom mobile home situated at 1034 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3 bedroom mobile home that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on the "effective" date listed above and will terminate one year from the "effective" date, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-1878 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a monthly rental fee, power service, and water/sewer/garbage service, the Tenant is to provide lawn and facility maintenance at the Park for an average of 20 hours per week. In addition, the "on call" duties from 5 p.m. through 8 a.m., Monday through Sunday, will be shared with the other permanent park tenant residing in the house on site. The City of Gautier Cultural Services Director will provide a list of standard required duties, as well as, a list of extra duties that can be performed to meet the required hours of work. These duties will be shared with the other permanent park tenant residing in the house on site.

Routine Maintenance of the leased premises will not be included in the average work hour calculation.

Work schedule and time off shall be coordinated with the other permanent park tenant residing in the house on site.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any personal property shall be removed prior to the termination date

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

OCCUPANTS. No more than 3 adults or 2 adults/4 children may reside on the Premises unless the prior written consent of the Landlord is obtained. The Landlord shall be notified of the names of the occupants of the premises and any changes thereof.

This Lease and occupancy of the premises is binding, on each person(s) specifically named and who signs this Lease. The tenant may not sub-let the premises. The tenant may share required duties with another occupant in the premises as approved by the Landlord.

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS/APPLIANCES. The following furnishings or appliances will be provided by Landlord: Range Stove, Refrigerator, Washer/Dryer, Microwave, Dishwasher, Window Blinds. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice in accordance with "Termination Clause" below. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 keys to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

STORAGE. The Tenant may store items of personal property in the Shepard Park Maintenance Barn upon approval of the Landlord and as space is available. The Tenant may supply a portable shed on the existing adjacent slab. Size and style of shed shall be approved by Landlord prior to installation. A building permit shall be obtained from the City of Gautier prior to the placement of any shed on the premises.

MAINTENANCE. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the mobile home or on or about the leased premises in good order and repair; keep the HVAC clean; keep the use of power to a standard usage rate; maintain the lawn adjacent to the premises; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, appliances, HVAC, structure, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his guest, family, agent, or visitor. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the premises shall be made or partitions erected, nor walls papered, signs placed, or painting done on or about the leased premises by Lessee or at his direction without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he entered therein, reasonable wear excepted, and the expenses of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore. The Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes, sewerage, or the bursting, leaking, or running from any tank, washstand, water closet, or waste pipe, in above, upon or about the premises, nor for damage occasioned by water, snow, or ice, being upon or coming through the roof, skylight, trapdoor, window, or otherwise, not for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

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and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with "Access by Landlord to Premises" herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

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PROPERTY INSURANCE. Landlord shall not be responsible for the contents/personal belongings or personal shed of the premises or any personal belongings of the Tenant stored in the Shepard Park Maintenance Barn. The Tenant, at his sole discretion, may carry a "renters" insurance policy. The Landlord shall not be responsible for any damage incurred to Tenant/Guest personal property.

OTHER. The Tenant will receive his work assignments from the Economic Development & Planning Director or authorized designee.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. After written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. In the event of Tenant's default, Landlord may, in the alternative, elect to terminate the lease as provide herein.

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GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be 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 Lease 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.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

City of Gautier
Samantha D. Abell, City Manager

Dated: _____

LESSEE (TENANT):

Josh Hill

Dated: _____

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

ORDER NUMBER 143-2014

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 waive fees for the Gautier High School Classroom Addition in the amount of \$10,899.00:

Building, Mechanical, Plumbing and Electrical Fees - \$7,266.00

Plan Review - \$3,633.00

Total Amount \$10,899.00

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
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 June 17, 2014.

Tricia Thigpen

From: Addie Bang <abang@gautier-ms.gov>
Sent: Wednesday, June 11, 2014 1:13 PM
To: tthigpen@gautier-ms.gov
Subject: FW: 13006.00 Gautier High School Classroom Addition - Fee Waiver Request

Tricia,

Below are the fee's to be waived
Building, Mechanical, Plumbing, Electrical \$7266.00
Plan Review Fee \$ 3633.00

If you need anymore information please let me know.

Thanks,

Shanda

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]
Sent: Wednesday, June 11, 2014 7:25 AM
To: Ryan Florreich
Cc: cbilbo@gautier-ms.gov; Shanda Bang (abang@gautier-ms.gov)
Subject: Re: 13006.00 Gautier High School Classroom Addition - Fee Waiver Request

Ryan,

I have received your request. I am checking on the legal sufficiency of the request to waive the building permit fee. The rest are approved pending Council action Tuesday.

Thanks.

Samantha Abell
Gautier City Manager

On Jun 11, 2014, at 6:48 AM, Ryan Florreich <rflorreich@JBHM.com> wrote:

We have a project bidding for the Pascagoula School District: **Gautier High School Classroom Addition** (our project number 13006.00); we have submitted the plans to Shanda / Lee Bond for review.

The construction estimate range is \$2,900,000.00 - \$3,300,000.00. The scope is essentially a new +/- 15,500 square foot addition to the east side of GHS.

On behalf of the School District, we request that the Building Permit, Mechanical, Electrical, and Plumbing Permit Fees for this project be waived. Please place a waiver request for this project on the council's agenda. As a note, this project does not entail new water or sewer taps; we are connecting to the existing infrastructure already at the High School.

We are happy to pay any plan review or other fees if necessary. It would be helpful if this request could be considered at the June 17, 2014 Council meeting, but we certainly understand if this is not possible.

Please let me know if you need any further information for me. Thanks,

Ryan Florreich, AIA, NCARB
Architect
<image002.jpg>
JBHM Architects, P.A.
308 East Pearl Street, Suite 300
Jackson, MS 39201
Phone: 601.352.2699
Fax: 601.352.2693
www.jbhm.com
rflorreich@jbhm.com

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

ORDER NUMBER 144-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that a monetary donation in the amount of \$1,455.20 by Mayor Gordon Gollott, for the reimbursement of travel to the ICSC ReCon related to official city business is hereby approved. The voluntary donation has been approved as legally sufficient by the city attorney.

IT IS FURTHER ORDERED that this donation is in the best interest of the City of Gautier.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

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

ORDER NUMBER 146-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from May 29, 2014 Special Meeting and June 3, 2014 Regular Council Meeting are hereby approved.

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

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

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

**RESOLUTION NUMBER 019-2014
PROCLAMATION
(A Local Emergency)**

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

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

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

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby authorized to executed any and all documents necessary.

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

AYES: Gordon Gollott
 Mary Martin
 Johnny Jones
 Hurley Ray Guillotte
 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 June 17, 2014.

Motion made by **Councilman Anderson** to direct City Manager to advertise and place the Smokefree Ordinance on the July 15, 2014 to consider based on amending some of the finishings. Motion seconded by **Councilman Vaughan** and unanimously carried.

Motion made by **Councilman Jones** to adjourn the meeting until July 1, 2014 at 6:30 P.M.
Motion seconded by **Councilwoman Martin** and unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi at the July 1, 2014 meeting.