AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 16, 2018 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Men's Club Mardi Gras Parade and Block Party Saturday, February 3rd at 7:00 PM.

IV. Presentation Agenda - None

V. Business Agenda

1. Authorization of property acquisition for DIP Grant Water Storage Tank Project.

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

2. Approval of Docket of Claims.

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

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

1. Resolution approving sponsorship of Gautier Men's Club Parade to be held on February 3, 2018.

2. Resolution approving closure of roads and traffic control measures as described in the application for special permit submitted by the Gautier Men's Club on December 19, 2017.

3. Receive December 2017 Privilege License Report.

4. Approval of water and sewer adjustments dated January 2018 in the amount of $16,198.49.

5. Approval of a Business Service Agreement with ACE DATA STORAGE, Inc.

6. Authorization for termination of contract with Professional Probation Services, Inc.

7. Authorization to Terminate Agreement for Collection Services with Southern Financial Systems, Inc.

8. Authorization to Enter into Agreement for Collections Services with Alliance Collection Service, Inc. for collection of old court fines and delinquent utility charges.

9. Authorization to submit an application to the MS Dept. of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant.

10. Authorization to submit an application to MDOT for a Transportation Alternatives Grant.

11. Authorization to accept a Monetary Donation from Jerry Lee’s Grocery for the Gautier Mayor’s Youth Council.

12. Approval of minutes from Recessed Council Meeting held December 19, 2017 and Regular Council Meeting held January 2, 2018.

13. Approval of Revised Tri-Party Agreement for Commercial Redevelopment Incentive Grant.

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Adjourn until February 6, 2018 at 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 16, 2018

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier Men's Club Mardi Gras Parade and Block Party Saturday, February 3rd at 7:00 PM.**

NOTES:

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 16, 2018

ITEM DESCRIPTION:

PRESENTATION AGENDA – None

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Authorization of property acquisition for DIP Grant Water Storage Tank Project**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization for acquisition of 2.62 acres of parcel no. 82300040.000 for $25,000.00, and for Bordis and Danos, PLLC to move forward with title work, deed preparation, purchase of title insurance, and related services.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the water storage project, totaling $1,115,000, will construct a water storage tank to support expansions at B & D Plastics and development in the surround area; and

WHEREAS, funding for the construction and professional service will come from a combination of a $350,000 DIP grant from the Mississippi Development Authority, a $750,000 CAP loan from MDA, a $15,000 pledge from the City's enterprise utility revenues, and/or other sources; and

WHEREAS, the Gautier City Council previously established Just Compensation in the amount of $25,000.00 for the purchase of 2.62 acres of parcel no. 82300040.000; and

WHEREAS, the Gautier City Council previously authorized the City Manager to move forward with negotiating for acquisition of the parcel at the December 19, 2017 meeting; and

WHEREAS, the City Manager successfully negotiated acquisition of the subject property for $25,000.00 from the owner; and

WHEREAS, the Gautier City Council finds that the purchase of this property for $25,000.00 is in the best interests of the City; and

WHEREAS, acquisition of this property will require title work, preparation of a deed, purchase of title insurance, and other related services; and

WHEREAS, Bordis & Danos, PLLC is capable of providing these services as indicated on the attached Fee Schedule;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acquisition of 2.62 acres of parcel no. 82300040.000 for $25,000.00, previously established as just compensation, is hereby approved;

IT IS FURTHER ORDERED that Bordis and Danos, PLLC is hereby directed to perform related title work, prepare a deed, and acquire title insurance as indicated on the attached fee schedule, in addition to other identified services;

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/09/2018
Subject: Authorization of DIP Grant Water Storage Tank Project-Acquisition Title and Deed

---

REQUEST:

The Grants and Projects Department requests City Council authorization for acquisition of 2.62 acres of parcel number 82300040.000 for $25,000 and for Bordis and Danos, PPLC to move forward with title work, deed preparation, purchase of title insurance, and related services.

BACKGROUND:

The water storage project, totaling $1,115,000, will construct a water storage tank to support expansions at B & D Plastics and development in the surrounding area. Funding for the construction and professional services will come from a combination of a $350,000 DIP grant from the Mississippi Development Authority, a $750,000 CAP loan from MDA, a $15,000 pledge from the City's enterprise utility revenues, and/or other sources.

DISCUSSION:

Council established Just Compensation in the amount of $25,000.00 for 2.62 acres of parcel no. 82300040.000 and authorized the City Manager to move forward with acquiring the parcel at the Dec. 19, 2017 meeting. This title and deed work is necessary before the city can move forward with the acquisition.

RECOMMENDATION:

Staff recommends that City Council authorize the acquisition of 2.62 acres of parcel number 82300040.000 for $25,000 and authorize Bordis and Danos, PLLC to move forward with title work, deed preparation, purchase of title insurance, and related services.

City Council may:

1) Authorize the authorize the acquisition of 2.62 acres of parcel number 82300040.000 for $25,000 and authorize Bordis and Danos, PLLC to move forward with title work, deed preparation, purchase of title insurance, and related services; or
2) Not authorize the acquisition of 2.62 acres of parcel number 82300040.000 for $25,000 and authorize Bordis and Danos, PLLC to move forward with title work, deed preparation, purchase of title insurance, and related services.

ATTACHMENTS:

None

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting: January 16, 2018
Title: Approval of Docket of Claims

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

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

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

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180731	01/16/2018	12/29/2017			1,218.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	12192017	12/28/2017		205.09
001-170-631	BACOT PARK 10137	12192017	12/28/2017		884.72
001-201-629	SIGNAL LIGHTS 10138	12192017	12/28/2017		105.37
001-170-631	BACOT SPLASHPAD 103751001	12192017	12/28/2017		23.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	180737	01/16/2018	12/29/2017			2,430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	FEB 2018 NETWORK SERVICES	3274	12/13/2017		2,280.00
001-092-698	SYNCRONIZED EMAIL	3274	12/13/2017		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	180751	01/16/2018	01/02/2018			670.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	HOSE, SEAL, THERMO,OIL FILTER	42351	12/01/2017		93.44
001-100-570	FRONT ROTOR (2) & PAD	42355	12/05/2017		97.75
001-161-639	BELT,RECOIL ASSY,FILTER KIT(2)	42352	12/08/2017		138.19
001-100-570	FRONT ROTOR (2) & PAD	42356	12/08/2017		97.75
001-170-639	GAL ANTIFRZ (4),AIR FILTER (2)	42353	12/13/2017		92.13
001-100-570	REAR BRAKE ROTOR(2)&BRAKE PAD	42357	12/14/2017		97.75
001-170-639	AIR FILTER, FUEL FILTER	42354	12/15/2017		26.15
001-100-570	REAR BRAKE PAD SET	42358	12/15/2017		27.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	180752	01/16/2018	01/02/2018			114.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	CARB KIT, CARBURETOR: SCAG	305350	12/14/2017		114.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BLOSSMAN GAS INC	180753	01/16/2018	01/02/2018			254.89	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	PROPANE: NORTH STN	2432769	12/07/2017		254.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	180757	01/16/2018	00/03/2018			1,793.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	KEY BLANK PADLOCK (2)	909957	11/27/2017		3.76
001-161-559	PRE-LIT HOLIDAY TREE 7.5FT	910147	11/27/2017		75.05
001-161-559	C-CLAMP, DOOR STOPPER	902943	11/28/2017		12.69
001-205-560	EXT CORD (2):CHRISTMAS DECOR	909164	11/28/2017		37.94
001-205-560	EXT CORD(2),GALV SPIKE (6)	909179	11/28/2017		41.72
001-161-639	18-CU REFRIGERATOR, ICEMAKER	984471	11/29/2017		425.87
001-001-615	SUPPLIES (16):CHRISTMAS FLOAT	901010	11/29/2017		82.08
001-205-559	ELECTRIC TESTER	903861	11/30/2017		18.99
001-205-559	3-WIRE GROUND,PLUG,EXT CORD(2)	902185	11/30/2017		33.89
001-205-560	STAR,LIGHT SET:CHRISTMAS DECOR	909657	11/30/2017		24.67
001-092-635	REPR ROOF CITY HALL:HRCN NATE	902217	11/30/2017		22.75
001-170-559	200FT VINYL CABLE, DRILL BIT	902116	11/30/2017		159.11
001-205-560	EXT CORD (5), ADAPTER (4)	903873	12/01/2017		51.98
001-205-560	85W LED BULB: CHRISTMAS DECOR	910788	12/01/2017		18.96
001-205-559	SPIKE LIGHT PLUG INS (6)	901173	12/01/2017		48.90
001-161-635	REPR ROOF: CENTRAL FIRE STN	902855	12/04/2017		18.48
001-161-635	REPR ROOF: CENTRAL FIRE STN	901463	12/04/2017		12.32

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	180757	01/16/2018	00/03/2018			1,793.56	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-635	CEILING PANEL, TOGGLE BOLT	901512	12/04/2017		37.87
001-161-559	SS HL TREE, GARLAND, BLADE	909800	12/05/2017		18.00
001-170-559	SUPPLIES: FRAZIER PARK	902067	12/05/2017		54.88
001-161-559	PINE GARLAND (2)	909931	12/06/2017		11.36
001-170-559	OUTLET, TOGGLE SWITCH	902182	12/06/2017		17.08
001-170-559	MILKHOUSE UTILITY FAN/HEATER	902315	12/07/2017		18.96
001-170-559	KOBALT 93PC SKT TOOL SET	902315	12/07/2017		47.41
001-170-559	10PC 20V COMPACT BRSLSS DRILL	902315	12/07/2017		151.24
001-170-559	KOBALT BOW/HACK SAW COMBO	902315	12/07/2017		11.38
001-170-559	IO DW 62PC SCREWDRIVER SET	902315	12/07/2017		9.48
001-170-559	KOBALT 4LB ENGINEERS HAMMER	902315	12/07/2017		20.88
001-170-559	LENOX 6CT 12" HACKSAW	902315	12/07/2017		9.48
001-170-559	KB 6IN1 ALUM SCREWDRIVER	902315	12/07/2017		7.58
001-170-559	10" TONGUE GROOVE PLIER	902315	12/07/2017		14.22
001-170-559	KOBALT 8" LINESMAN PLIER	902315	12/07/2017		9.29
001-170-559	FM 10" STRIKING ADJ WRENCH	902315	12/07/2017		17.08
001-170-559	LOCKING PLIER 2PC FAST RELSE	902315	12/07/2017		14.23
001-170-559	KB 18" CAST IRON PIPE WRENCH	902315	12/07/2017		18.04
001-170-559	KOBALT 18" LONG NOSE PLIER	902315	12/07/2017		9.48
001-170-559	DW TOUGH CASE	902315	12/07/2017		5.68
001-170-559	DW IR 1/4"-1/4" SKT ADAP	902315	12/07/2017		3.78
001-170-559	DW IR 1/4"-3/8" SKT ADAP	902315	12/07/2017		3.78
001-170-559	KB 21PC TITANIUM DRILL/DRIVE	902315	12/07/2017		14.24
001-170-559	WD 40 EZ REACH (2)	902315	12/07/2017		15.16
001-040-559	SURGE PROTECTOR	902750	12/11/2017		14.23
001-045-559	OSC HEATER	902750	12/11/2017		28.49
001-161-559	RAYOVAC D BATTERY 8CT	909041	12/14/2017		9.48
001-161-559	CR RTN: RAYOVAC D BATTERY	918714	12/14/2017		-9.48
001-161-559	RAYOVAC C BATTERY 8CT	909051	12/14/2017		9.48
001-201-559	REPR FENCE: 2116 TEMPLE	901135	12/20/2017		102.22
001-040-559	KEY BLANK (4)	901305	12/21/2017		9.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	180764	01/16/2018	01/04/2018			101.96	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	918736	01/01/2018		101.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	180765	01/16/2018	01/04/2018			120.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	ANALYTICAL FEES	90059810	04/03/2017		120.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180766	01/16/2018	01/05/2018			1,375.16	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	HOSE CLAMP: U #11762	1978478238	11/29/2017		4.52
001-100-570	FILTER (3): U #21	1978478332	11/30/2017		11.20
001-100-570	OIL PRESS SW: U #21	1978478345	11/30/2017		8.85
001-100-570	COP BOOT KIT, STR WHL CVR	1978478395	11/30/2017		46.27
001-100-570	FILTER, BRK PAD (2): U #4435	1978478770	12/04/2017		117.00
001-170-639	FUSE (2): TRAILER LIGHT	1978478827	12/05/2017		9.98
001-100-570	THERMOSTAT, SEAL, IDLER ARM	1978479085	12/08/2017		44.43
001-100-570	BATTERY	1978479095	12/08/2017		92.24
001-100-570	WIPER BLADE	1978479157	12/12/2017		17.66

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180766	01/16/2018	01/05/2018			1,375.16	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	CIRCUIT(2),CAPSULE,WIRE,T-BIT	1978479403	12/12/2017		48.05
001-170-638	16OZ SEALER, MINI FUSE	1978479496	12/13/2017		16.27
001-100-570	F/P ASSEMBLY: U #11762	1978479503	12/13/2017		136.83
001-100-570	REPR PARTS (4): U #13408	1978479709	12/15/2017		71.79
001-100-570	CERAMIC PAD: U #13408	1978479966	12/18/2017		45.83
001-100-638	HUB ASSEMBLY: U #13408	1978479976	12/18/2017		254.02
001-100-570	FILTER: K9 EXPEDITION	1978480034	12/18/2017		6.01
001-170-639	GAL CLEAN,CONDUIT,WIRE,D/BIT	1978480082	12/19/2017		42.96
001-170-639	BRAKE CLN (12): EQUIPMENT	1978480135	12/19/2017		23.88
001-100-570	R1348 30LB FREON	1978480182	12/20/2017		119.99
001-170-638	R1348 30LB FREON	1978480338	12/21/2017		119.99
001-100-570	BATTERY, CORE CHG	1978480681	12/26/2017		137.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	SYSCON INC	180768	01/16/2018	01/09/2018	1,475.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	JAN 2018 COURT SUPPORT	1-43716	01/03/2018		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	AUTO TRUCK AND TRAILER PARTS INC	180769	01/16/2018	01/05/2018	417.11

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	WIRE (2), ANTIFREEZE (4)	265794	12/08/2017		78.00
001-170-638	LIGHT (2), SWITCH	265792	12/08/2017		184.99
001-100-570	HEAD LIGHT (2)	265751	12/20/2017		65.28
001-100-570	WHL COVER SET	265810	12/20/2017		65.44
001-100-570	FILTER (12)	265883	12/20/2017		23.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	DELTA SANITATION OF MS LLC	180771	01/16/2018	01/08/2017	35.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000883794	12/31/2017		35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	CABLE ONE INC	180773	01/16/2018	01/08/2018	130.07

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JAN 2018: #107571481	12252017	01/01/2018		130.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	PASCAGOULA UTILITIES	180775	01/16/2018	01/08/2018	82.20

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	16303	12/27/2017		39.43
001-161-630	SOUTH FIRE STN	16489	12/27/2017		42.77

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	CINTAS CORPORATION NO. 2	180776	01/16/2018	01/08/2018	273.68

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	26K104332	12/04/2017		68.42
001-205-535	MAINTENANCE	26K105686	12/11/2017		68.42
001-205-535	MAINTENANCE	211251188	12/18/2017		68.42
001-205-535	MAINTENANCE	211254021	12/25/2017		68.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Amount
001	CABLE ONE INC	180778	01/16/2018	01/08/2018	84.62

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	JAN 2018: SR BLDG #120793682	12252017	01/01/2018		84.62

Docket of Claims

Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED	180779	01/16/2018	01/08/2018			83.98	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-514 DOG FOOD			5159	12/11/2017			41.99
	001-100-514 DOG FOOD			5162	01/02/2018			41.99
001	AIRGAS USA LLC	180780	01/16/2018	01/08/2018			205.17	
	001-205-588 CYLINDER RENTAL			9950221335	12/31/2017			205.17
001	OCCUPATIONAL HEALTH CENTER INC	180781	01/16/2018	01/09/2018			115.00	
	001-161-604 PHY EXAM: MCGARVEY, RICHARD			133269	01/03/2018			115.00
001	FUELMAN OF MS	180794	01/16/2018	01/09/2018			2,170.37	
	001-100-525 UNL FUEL			NP52169420	01/01/2018			1,855.19
	001-161-525 DSL FUEL			NP52169420	01/01/2018			261.54
	001-170-525 UNL FUEL			NP52169420	01/01/2018			53.64
001	FUELMAN OF MS	180795	01/16/2018	01/09/2018			2,677.94	
	001-092-525 UNL FUEL			NP52296060	01/08/2018			46.86
	001-100-525 UNL FUEL			NP52296060	01/08/2018			1,960.93
	001-161-525 UNL & DSL FUEL			NP52296060	01/08/2018			364.48
	001-170-525 UNL & DSL FUEL			NP52296060	01/08/2018			207.69
	001-205-525 UNL & DSL FUEL			NP52296060	01/08/2018			97.98
001	JACKSON COUNTY ADULT DETENTION CENTER	180796	01/16/2018	01/09/2018			10,885.00	
	001-010-696 DEC 2017 ADC CHGS			12312017	01/04/2018			10,885.00
001	MATT LACHAUSSEE	180797	01/16/2018	01/09/2018			435.00	
	001-010-602 JUDGE PRO TEM: .75 HR			09082017	01/02/2018			75.00
	001-010-602 JUDGE PRO TEM: 4 HRS			10092017	01/02/2018			360.00
001	JUSTIN M FREMIN	180798	01/16/2018	01/09/2018			144.00	
	001-161-681 PER DIEM ADV: HAZMAT I			01292018	01/04/2018			144.00
001	JOSHUA HILL	180799	01/16/2018	01/09/2018			144.00	
	001-161-681 PER DIEM ADV: HAZMAT I			01292018	01/04/2018			144.00
001	SECURE NETWORKS LLC	180800	01/16/2018	01/09/2018			664.00	
	001-100-699 DELL ON SITE SUPPORT: SERVER			3294	01/07/2018			664.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MSC 7511	180801	01/16/2018	01/09/2018			146.70	
001	DIRECTV LLC	180802	01/16/2018	01/09/2018			136.93	
001	CHASSITY BILBO, CUSTODIAN	180803	01/16/2018	01/09/2018			58.42	
001	C SPIRE WIRELESS	180804	01/16/2018	01/09/2018			886.37	
001	BRASS HANGER CLEANERS INC	180806	01/16/2018	01/09/2018			45.00	
001	LAMEY ELECTRIC INC	180807	01/16/2018	01/09/2018			1,775.00	
001	MALLETTE BROTHERS CONSTRUCTION INC	180812	01/16/2018	01/09/2018			1,658.36	
001	ALABAMA MEDIA GROUP	180814	01/16/2018	01/09/2018			1,413.10	

MSC 7511

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FNK100-01 RENTAL FEE	INV2237624	12/19/2017		145.10
001-100-699	MPC2504EX USAGE: B/W	INV2237624	12/19/2017		1.60

DIRECTV LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	WEST STN: 022727663 (FEB)	01132018	01/14/2018		136.93

CHASSITY BILBO, CUSTODIAN

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	HOT GLUE GUN & GLUE STICKS	10032017	01/04/2018		12.50
001-170-525	UNL FUEL: BUCKET TRUCK	10252017	01/04/2018		30.30
001-170-502	FEBREEZE: EQUIP ROOM	12042017	01/04/2018		5.62
001-001-559	CAR WASH: CROWN VIC	01042018	01/04/2018		10.00

C SPIRE WIRELESS

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	12/31/2017		50.28
001-022-605	HR CELL PHONES	0030759348	12/31/2017		50.28
001-040-605	ADMIN CELL PHONES	0030759348	12/31/2017		134.75
001-090-605	BLDG-PLNG CELL PHONES	0030759348	12/31/2017		150.84
001-090-698	IPAD SERVICE (3)	0030759348	12/31/2017		102.57
001-094-605	GRANT-PROJ CELL PHONES	0030759348	12/31/2017		100.56
001-161-605	FIRE DEPT CELL PHONES	0030759348	12/31/2017		156.83
001-170-605	RECREATION CELL PHONES	0030759348	12/31/2017		120.41
001-205-605	MAINT CELL PHONES	0030759348	12/31/2017		19.85

BRASS HANGER CLEANERS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-559	CLEAN SANTA SUIT	34040	12/04/2017		45.00

LAMEY ELECTRIC INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-698	CONFLICT MONITOR:GHS ENTR G/V	562A	12/27/2017		975.00
001-201-698	RED LED (2): GHS ENTR-G/V RD	562A	12/27/2017		152.00
001-201-698	LOAD SWITCH: GHS ENTR-G/V RD	562A	12/27/2017		48.00
001-201-698	LABOR: TS @ GHS ENTR-G/V RD	562A	12/27/2017		600.00

MALLETTE BROTHERS CONSTRUCTION INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	5.96 SACTUN A-BASE TN	19531	01/04/2018		178.80
001-201-576	5.12 GABION LIMESTONE TN	19531	01/04/2018		281.60
001-201-576	99.83 FILL SAND CY	19531	01/04/2018		1,197.96

ALABAMA MEDIA GROUP

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	PUBLIC NOTICE: ORD #240-2017	008458539	12/13/2017	180276	36.84
001-040-615	PUBLISH: GEN OBLIGATION BONDS	0008450152	12/27/2017	180249	821.94
001-040-615	PUBLISH:UTILITY SYS REV BONDS	7008450138	12/20/2017	180249	514.24

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALABAMA MEDIA GROUP	180814	01/16/2018	01/09/2018			1,413.10	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	FLOOD DMG PREV ORD #241-2017		0008473354	12/24/2017	180319		40.08
001	ACTION PRINTING CENTER INC	180815	01/16/2018	01/09/2018			58.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	BUSINESS CARD (250): MAYOR		931281	12/20/2017	180201		58.50
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	180816	01/16/2018	01/09/2018			127.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FF-EL102 FIREFIGHTER TEST (3)		3078VOF9H4	12/21/2017	180296		35.64
	001-022-660	ADMIN FEE		3078VOF9H4	12/21/2017	180296		92.15
001	MS FIRE ACADEMY	180817	01/16/2018	01/09/2018			598.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	DRV/OPER FIRE APPARTUS 2E (7)		25899	01/08/2018	180314		585.55
	001-161-681	SHIPPING		25899	01/08/2018	180314		13.04
001	GULF COAST BUSINESS SUPPLY CO	180818	01/16/2018	01/09/2018			164.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	12/CT ANTIBACT HAND SOAP		161550	01/04/2018	180359		39.95
	001-092-510	CS/4 BMF TOWEL (2)		161550	01/04/2018	180359		43.14
	001-092-510	8/CT DISH DETERGENT 38OZ		161550	01/04/2018	180359		35.39
	001-092-510	1GAL BLEACH (6)		161550	01/04/2018	180359		12.54
	001-092-510	100/CS CAN LINER 43X47		161550	01/04/2018	180359		21.95
	001-161-500	ASSRT FILE FOLDERS SMD11641		161550	01/04/2018	180359		7.55
	001-161-500	4/CT PERMN MARKER AVE07905		161550	01/04/2018	180359		4.23
001	GULF HYDRAULICS & PNEUMATICS INC	180819	01/16/2018	01/09/2018			312.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	HYD CYL REPR KIT: BACKHOE		161921	12/21/2017	180316		87.65
	001-170-639	3-LBS SHOP LABOR (2)		161921	12/21/2017	180316		150.00
	001-170-639	9-LBS SHOP LABOR		161921	12/21/2017	180316		75.00
001	VERNON W DOSTER MD	180820	01/16/2018	01/09/2018			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE EMP DRUG SCREEN: FRANKLIN		23977	12/19/2017	180308		25.00
	001-022-604	PRE EMP PHYSICAL: FRANKLIN		23977	12/19/2017	180308		50.00
	001-022-604	PRE-EMP PHYSICAL: TERRELL		23993	12/20/2017	180315		50.00
	001-022-604	PRE-EMP DRUG SCREEN: TERRELL		23993	12/20/2017	180315		25.00
001	SOUTHERN WATERWORKS SUPPLY INC	180821	01/16/2018	01/09/2018			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	SS STRAW MAT 8X112.5 (2)		73161	01/08/2018	180297		70.00
001	DIGITAL ALLY INC	180823	01/16/2018	01/09/2018			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	RMT BATTERY PACK (5)		1098348	12/18/2017	180293		150.00
	001-100-559	FREIGHT		1098348	12/18/2017	180293		10.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS ASSN CHIEFS OF POLICE	180824	01/16/2018	01/09/2018			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-682	MEMBERSHIP DUES #89: ELBIN, D		2371220	12/19/2017	180331		100.00
001	THE GULF COMPANIES INC	180825	01/16/2018	01/09/2018			425.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	100/CT KING CAN LINER (10)		0911517-IN	01/02/2018	180208		425.30
001	DONNA W FOX	180826	01/16/2018	01/09/2018			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BETST RECERT CRS: THIGPEN, C		17-248	12/04/2017	180248		225.00
001	AUDIOWAVE INC	180829	01/16/2018	01/09/2018			2,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	REMV/INSTALL EQUIP:U #8 & #45		A48499	12/28/2017	180231		2,450.00
001	CITY OF GAUTIER 7M BOND ACCT	180832	01/16/2018	01/10/2018			88,160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-969	TR INT PMT: GO BOND		02012018	01/16/2018			88,160.00
001	CREDIT CARD CENTER	180835	01/16/2018	01/10/2018			7,333.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	CANDY CANES (L&L)		11292017	11/30/2017			42.00
	001-001-615	CHRISTMAS PARADE SUPPLIES		11292017	11/30/2017			63.00
	001-170-513	LIGHTS/LAGNIAPPE SUPPLIES		11292017	11/30/2017			106.03
	001-001-615	CHRISTMAS PARADE THROWS		11292017	11/30/2017			130.60
	001-001-681	MML MID WNTR CONF: VAUGHAN		11292017	11/30/2017			135.00
	001-170-513	LIGHTS/LAGNIAPPE SUPPLIES		11292017	11/30/2017			202.89
	001-001-615	FRISBEES 1000		11292017	11/30/2017			713.03
	001-021-681	MML MID WNTR CONF: YANCEY		11292017	11/30/2017			135.00
	001-001-681	MML MID WNTR CONF: TORJUSEN		11292017	11/30/2017			135.00
	001-001-681	MML MID WNTR CONF: ANDERSON		11292017	11/30/2017			135.00
	001-001-681	MML MID WNTR CONF: COLLEDGE		11292017	11/30/2017			135.00
	001-001-681	MML MID WNTR CONF: MARTIN		11292017	11/30/2017			135.00
	001-001-681	MML MID WNTR CONF: JACKSON		11292017	11/30/2017			135.00
	001-170-513	LIGHTS/LAGNIAPPE SUPPLIES		11302017	12/01/2017			54.29
	001-170-513	RTN REFUND: COLOR BULB		12012017	12/04/2017			-9.98
	001-170-513	CHRISTMAS DECORATIONS		12012017	12/04/2017			279.84
	001-040-682	MAGPPA DUES: FARABEE		12012017	12/04/2017			35.00
	001-021-513	4X8 PERFORMANCE STAGE		12042017	12/05/2017			4,204.00
	001-170-513	EVENT LABOR: LIGHTS/LAGNIAPPE		12042017	12/05/2017			150.00
	001-170-559	TITLE: SWEEPER TRUCK		12042017	12/06/2017			12.95
	001-161-559	2018 FERRARA CALENDAR (7)		12072017	12/08/2017			67.24
	001-170-513	LIGHTS/LAGNIAPPE SUPPLIES		12022017	12/11/2017			17.66
	001-090-682	ASFPM DUES: ANKERSON,S		12152017	12/18/2017			160.00
	001-090-682	ASFPM DUES: MORGAN,R		12152017	12/18/2017			160.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY CHAMBER OF COMMERCE	180848	01/16/2018	01/10/2018			1,250.00	
	Account Number 001-094-681	Description LEADERSHIP JC TUITION: HAVENS		Invoice # 28086	Date 01/10/2018	P.O.	Amount	1,250.00
001	MS DEPT OF FINANCE & ADMIN	180851	01/16/2018	01/11/2018			22,722.50	
	Account Number 001-000-300	Description DEC 2017 COURT ASSESSMENTS		Invoice # 12312017	Date 01/10/2018	P.O.	Amount	22,722.50
001	MS DEPT OF PUBLIC SAFETY	180852	01/16/2018	01/11/2018			1,428.00	
	Account Number 001-000-300	Description DEC 2017 SPECIAL ASSESSMENTS		Invoice # 12312017	Date 01/10/2018	P.O.	Amount	1,428.00
001	MS DEPT OF PUBLIC SAFETY	180853	01/16/2018	01/11/2018			105.00	
	Account Number 001-000-300	Description DEC 2017 INTERLOCK FEES		Invoice # 12312017	Date 01/10/2018	P.O.	Amount	105.00
001	BORDIS & DANOS PLLC	180854	01/16/2018	01/11/2018			7,916.67	
	Account Number 001-060-602	Description JAN 2018 RETAINER		Invoice # 49	Date 01/12/2018	P.O.	Amount	7,916.67

FUND TOTAL 1 Claims to Checks 53 Total 167,979.48 Manual Held Total 167,979.48

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
020	MS DEVELOPMENT AUTHORITY	180808	01/16/2018	01/09/2018			46,323.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
020-201-830	ANNUAL PMT: 12-192-CP-01	GMS: 50758	02/01/2018		46,323.96

FUND TOTAL 20 Claims to Checks 1 Total 46,323.96 Manual Held Total 46,323.96

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	180838	01/16/2018	01/10/2018			150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
050-300-763	BAL DUE: PIER INSPECTION	216-055-9	11/30/2017		150.00

FUND TOTAL 50 Claims to Checks 1 Total 150.00 Manual Held Total 150.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	180810	01/16/2018	01/09/2018			88,159.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-680-813	GAUTIER GO BNDS 2010	3194	11/20/2017		88,159.38

FUND TOTAL 130 Claims to Checks 1 Total 88,159.38 Manual Held Total 88,159.38

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	180839	01/16/2018	01/10/2018			4,550.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-170-778	SECRETARY OF STATE FEE	6431	12/27/2017		1,500.00
171-170-778	PROJECT BUDGET	6431	12/27/2017		3,050.00

FUND TOTAL 171 Claims to Checks 1 Total 4,550.00 Manual Held Total 4,550.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	180732	01/16/2018	12/29/2017			1,946.98	
176	LOWES HOME CENTERS INC	180761	01/16/2018	01/03/2018			39.62	
176	O'REILLY AUTO PARTS	180767	01/16/2018	01/05/2018			7.64	
176	AUTO TRUCK AND TRAILER PARTS INC	180770	01/16/2018	01/05/2018			184.99	
176	C SPIRE WIRELESS	180805	01/16/2018	01/09/2018			50.28	
176	CREDIT CARD CENTER	180836	01/16/2018	01/10/2018			378.00	

SINGING RIVER ELECTRIC COOPERATIVE

Account Number	Description		Invoice #	Date	P.O.	Amount
176-170-631	PARK FACILITIES	76854002	12192017	12/28/2017		1,898.82
176-170-631	HOUSE	76855002	12192017	12/28/2017		48.16

LOWES HOME CENTERS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	KEY BLANK (4)	909949	12/06/2017		7.07
176-170-559	SCREW,KEY RING,KEY BLANK (4)	902255	12/07/2017		16.96
176-170-559	KEY BLANK (3): SHEP TRAILER	901851	12/18/2017		7.05
176-170-559	CAMPSITE REPR: LOT #16	902809	12/21/2017		8.54

O'REILLY AUTO PARTS

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-638	WIPER BLADE (2): SHEP VAN	1978480797	12/27/2017		7.64

AUTO TRUCK AND TRAILER PARTS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-638	LIGHT (2), SWITCH	265793	12/08/2017		184.99

C SPIRE WIRELESS

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	CELL PHONE	0030759348	12/31/2017		50.28

CREDIT CARD CENTER

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	BEHRINGER PWRD MONITOR (2)	12042017	12/05/2017		378.00

FUND TOTAL 176 Claims to Checks 6 Total 2,607.51 Manual Held Total 2,607.51

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	180844	01/16/2018	01/10/2018			13,100.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
300-600-603	ENGINEERING DESIGN 20%	6433	12/27/2017		3,800.00
300-600-603	TOPOGRAPHIC SURVEY 100%	6433	12/27/2017		9,300.00

FUND TOTAL 300 Claims to Checks 1 Total 13,100.00 Manual Held Total 13,100.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	180733	01/16/2018	12/29/2017			42.61	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 DEC 2017: #107663106			12162017	12/23/2017			42.61
400	JACKSON COUNTY UTILITY AUTHORITY	180734	01/16/2018	12/29/2017			174,032.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-668 JAN 2018 TREATMENT CHGS			126933	01/01/2018			168,061.00
	400-651-668 FY 2018 ACTUAL FLOW ADJ			126933	01/01/2018			5,971.00
400	SINGING RIVER ELECTRIC COOPERATIVE	180735	01/16/2018	12/29/2017			3,954.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STNS 17875			12192017	12/28/2017			253.58
	400-651-631 LIFT STNS 17883			12192017	12/28/2017			2,130.73
	400-651-631 LIFT STNS 17884			12192017	12/28/2017			1,569.79
400	CLEARWATER SOLUTIONS LLC	180741	01/16/2018	01/02/2018			180,357.75	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-672 DEC 2017 OPERATION FEE			GAUTIER061	01/01/2018			180,357.75
400	IRBY'S ANSWERING SERVICE	180742	01/16/2018	01/02/2018			399.55	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 HOLIDAY CHARGES			277-122717	12/27/2017			12.00
	400-650-698 49 CALL OUTS: 11/29-12/26/17			277-122717	12/27/2017			23.03
	400-650-698 544 AGENT MTS: 11/29-12/26/17			277-122717	12/27/2017			112.52
	400-650-698 BASE RATE: 12/27-01/23/18			277-122717	12/27/2017			252.00
400	LOWES HOME CENTERS INC	180762	01/16/2018	01/04/2018			496.79	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-584 SUPPLIES (13): LIFT STN			909251	11/28/2017			43.15
	400-650-635 VINYL TILE (45): PW OFFICE			901588	12/05/2017			35.55
	400-650-635 KEYED DOOR KNOB: PW OFFICE			902039	12/05/2017			9.48
	400-651-581 SUPPLIES (14): WATER WELL			909161	12/07/2017			122.46
	400-651-581 SUPPLIES (8): WATER WELL			910948	12/08/2017			53.41
	400-650-635 LATEX INT PAINT(2):PW OFFICE			901333	12/13/2017			68.37
	400-651-582 SUPPLIES(22):WATER PLANT LINE			909206	12/19/2017			164.37
400	AT&T	180763	01/16/2018	01/04/2018			136.22	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICE			2284975234	12/14/2017			136.22
400	WASTE MANAGEMENT OF MS-GLF COAST INC	180774	01/16/2018	01/08/2018			596.66	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 ROLL - OFF TIMBERLANE			6646632134	12/16/2017			596.66
400	COAST CHLORINATOR & PUMP CO INC	180777	01/16/2018	01/08/2018			1,445.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 NEW BOOSTER PUMP:LARK WELL #6			67277	01/03/2018			1,445.00

Docket of Claims
Release date from 01/16/2018 thru 01/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FIRST NATIONAL BANK TRUST DEPT	180809	01/16/2018	01/09/2018			1,940.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-803 / BOND FEES CY 2017			12312017	12/31/2017			1,940.00
400	MALLETTE BROTHERS CONSTRUCTION INC	180813	01/16/2018	01/09/2018			226.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-585 / 7.56 RAP TN			19531	01/04/2018			226.80
400	SOUTHERN WATERWORKS SUPPLY INC	180822	01/16/2018	01/09/2018			1,012.79	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 / #4 METER LOCKS W/CAP (100)			73160	01/09/2018	180298		473.00
	400-651-581 / METER LID ONLY (50)			73162	01/08/2018	180327		449.79
	400-651-581 / 1"X1/8" METER WASHER (300)			73162	01/08/2018	180327		90.00
400	CORE & MAIN LP	180827	01/16/2018	01/09/2018			10,217.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 / 3" PVC S80 MALE ADPT (10)			I212199	12/18/2017	180279		102.00
	400-651-584 / 4" PVC S80 MALE ADPT (10)			I212199	12/18/2017	180279		181.40
	400-651-584 / 3" SCH80 PVC PIPE PE 20' (20)			I212199	12/18/2017	180279		68.80
	400-651-581 / 1" SCH80 PVC PIPE PE 20' (20)			I212199	12/18/2017	180279		96.40
	400-651-584 / 3" PVC CL200 REPR CPLG (10)			I212199	12/18/2017	180279		168.00
	400-651-584 / 4" PVC CL200 REPR CPLG (10)			I212199	12/18/2017	180279		302.20
	400-651-584 / 4" PVC S80 FEM ADPT (10)			I250831	12/19/2017	180279		323.50
	400-651-581 / ECLIPSE HYDRANT FLUSHER (5)			I256514	12/22/2017	180301		8,625.00
	400-651-581 / LOCKING DEVICE (5)			I256514	12/22/2017	180301		350.00
400	POULOS HEBERT AND ASSOCIATES	180828	01/16/2018	01/09/2018			1,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / APPRAISAL: 2.62 AC CARTER RD			C-17-23	11/16/2017	171223		1,000.00
400	J H WRIGHT & ASSOCIATES INC	180830	01/16/2018	01/09/2018			9,955.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 / SINGLE PHASE VOTAGE RELAY (3)			403250	11/07/2017	180126		240.00
	400-651-767 / M112 WIRELESS ALARM SYSTEM (5)			404393	01/08/2018	180300		7,000.00
	400-651-767 / M651 WET WELL MODULE (5)			404393	01/08/2018	180300		875.00
	400-651-767 / 1 YEAR SERVICE PACKAGE (5)			404393	01/08/2018	180300		1,740.00
	400-651-767 / FREIGHT			404393	01/08/2018	180300		100.00
400	CITY OF GAUTIER	180831	01/16/2018	01/10/2018			205,847.42	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 / NOV 2017 GARBAGE PMTS			11302017	11/30/2017			101,816.17
	400-000-104 / DEC 2017 GARBAGE PMTS			12312017	12/31/2017			104,031.25
400	CREDIT CARD CENTER	180837	01/16/2018	01/10/2018			129.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-500 / LANIER TONER CART BK			12072017	12/08/2017			129.99

FUND TOTAL 400 Claims to Checks 17 Total 591,789.98 Manual Held Total 591,789.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	180772	01/16/2018	01/08/2017			82,611.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	DEC 2017 RES GARBAGE SERV		0000883698	12/31/2017		80,097.83	
	404-677-693	DEC 2017 CART RENTAL		0000883698	12/31/2017		2,262.92	
	404-677-693	DEC 2017 COM CART RENTAL		0000883698	12/31/2017		251.20	
404	APPLEWHITE INDUSTRIES INC	180811	01/16/2018	01/09/2018			264.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	DEC 2017 88 @ 3.00		3243	12/31/2017		264.00	

FUND TOTAL 404 Claims to Checks 2 Total 82,875.95 Manual Held Total 82,875.95

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	53	Total	167,979.48	Manual	Held	Total	167,979.48
FUND 20	Claims	to	Checks	1	Total	46,323.96	Manual	Held	Total	46,323.96
FUND 50	Claims	to	Checks	1	Total	150.00	Manual	Held	Total	150.00
FUND 130	Claims	to	Checks	1	Total	88,159.38	Manual	Held	Total	88,159.38
FUND 171	Claims	to	Checks	1	Total	4,550.00	Manual	Held	Total	4,550.00
FUND 176	Claims	to	Checks	6	Total	2,607.51	Manual	Held	Total	2,607.51
FUND 300	Claims	to	Checks	1	Total	13,100.00	Manual	Held	Total	13,100.00
FUND 400	Claims	to	Checks	17	Total	591,789.98	Manual	Held	Total	591,789.98
FUND 404	Claims	to	Checks	2	Total	82,875.95	Manual	Held	Total	82,875.95
Total for all Funds			Checks	83	Total	997,536.26	Manual	Held	Total	997,536.26

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Resolution approving sponsorship of Gautier Men's Club Parade to be held on February 3, 2018**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Resolution approving sponsorship of Gautier Men's Club Parade to be held on February 3, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

RESOLUTION APPROVING SPONSORSHIP OF GAUTIER MEN'S CLUB PARADE TO BE HELD ON FEBRUARY 3, 2018

RESOLUTION NUMBER 000-2018

WHEREAS, the Gautier Men's Club has requested that the City sponsor its annual Mardi Gras Parade to be held on February 3, 2018; and

WHEREAS, the sponsorship costs $900.00, in addition to provision of certain city services; and

WHEREAS, the sponsorship includes advertisement of City resources and allows the Gautier Police Department to lead the parade; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

IT IS THEREFORE ORDERED that the sponsorship of the Gautier Men's Club Mardi Gras Parade in the amount of $900.00 is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of _____________, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	January 9, 2017
Subject:	2018 Gautier Mardi Gras Parade Request

REQUEST:
The Recreation Department requests City Council approval of a sponsorship request from the Gautier Men's Club in the amount of $900.00 for the 28th Annual Gautier Mardi Gras Parade.

BACKGROUND:
The Gautier Men's Club's 28th Annual Mardi Gras Parade will be held on Saturday, February 3rd at 7:00 p.m. The City has historically provided logistical services and financial support as well as traffic control and security for this event.

DISCUSSION:
The Mardi Gras Parade organizers have submitted a request for sponsorship of the 28th Annual Gautier Men's club Mardi Gras parade. Municipalities may set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality. This year the Gautier Men's Club has made positive changes and now includes a block party in an effort to grow the Mardi Gras Parade and bring a revitalized spirit to the City of Gautier.

RECOMMENDATION:
The Recreation Department recommends that City Council authorize the sponsorship request from the Gautier Men's Club in the amount of $900.00 for the 28th Annual Gautier Mardi Gras Parade as the City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:
1) Approve the sponsorship request from the Gautier Men's Club in the amount of $900.
2) Not approve the sponsorship request from the Gautier Men's Club in the amount of $900.

ATTACHMENT(S):
Special Event Application
Certificate of Insurance

CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event February 3, 2018 Day or Week Saturday Starting Time 7:00 AM/PM

Ending Time: 11:30/12:00 AM/PM Proposed Location of the Event: William Payne Adams Blvd. W to Dolphin to Gautier-Vancleave to Hwy. 90 W to Dolphin to William Payne Adams Blvd.

Describe the type of event to be conducted: Mardi Gras Parade & Block Party

Reason for Event, Demonstration or March:

To attract both locals and visitors to the City of Gautier. The City of Gautier has historically provided logistical support as well as traffic control and security for this event. In addition, purchased a sponsorship for the Gautier Men's Club Mardi Gras Parade.

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	William Payne Adams Blvd.	left	Dolphin Dr. (North);
2.	Turn right on Gautier-Vancleave Rd. (South);	right	Highway 90 W;
3.	Turn right on Dolphin Dr. (North)	left	William Payne Adams Blvd.
4.			
5.	Block Party Location: William Payne Adams Blvd. & Dolphin Dr. (roundabout area) The band float will park North of roundabout.		

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:
Name: Gautier Men's Club Phone: (228) 217-9464

Address: 3501 Shamrock Ct. Gautier, MS 39553
City State Zip

Type of Organization: Civic Profit: ____ Non-Profit Federal ID#____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Kelly Novak Phone (Home): (228) 357 - 0298
Address: 3501 Shamrock Ct. Phone (Work): (___) ___-____
City: Gautier State: MS Zip Code: 39553
Position with Organization: Parade Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: Kelly Novak Phone (H): (228) 357 - 0298 (W) (___) ___-____
Name: ____ Phone (W): (___) ___-____ (W) (___) ___-____

FOR OFFICE USE ONLY

Date Rec'd: 12/29/17 Received By: Y. Reddix

Event has been:
Approved: ____ Disapproved: ____
Approval/Disapproval Authority ____ Date: ____

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

x Security	___ Clean up During Event	___ Staging
x Traffic Direction	x Clean up After Event	___ Fencing
x Barricades	x Trash Receptacles/Bag	___ Other
x Set Up Barricades		

In applying for this permit, I the undersigned, as the responsible individual of the above named organization/ AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: ____
Kelly Novak, Parade Chairman

Date: 12/19/2017

11/28/2017

RE: Gautier Men's Club Mardi Gras Night Parade

From: Gautier Men's Club
To: City Of Gautier

I wanted to thank the City of Gautier and City Council for the support you have shown the Gautier Men's Club, and the Gautier Mardi Gras Night Parade over the years.

This year we have made some positive changes to the Mardi Gras Parade in effort to grow our parade and bring a revitalized spirit to Mardi Gras to the City of Gautier.

The Gautier Night Parade is scheduled for Feb 3rd 2018. We are providing the following request for services for this years parade:

Requested City Support

- Purchase of a sponsorship in the amount of $900
  Organization Budget:
    - Insurance Binder _______ (est. $1200)
    - Judges Stands $200
    - Trophies $250 (3 for Floats, 3 for H.S. Marching Bands)
    - Float Numbers & Site Layout Materials $150
    - Featured Entertainment $2000
    - Advertising $1000
    - High School Marching Band assistance $1400 ($200 per)
- Ensure the parade route is verified and all agencies are notified the roadways will be closed
- Ensure Law Enforcement support is available to lead the parade, traffic control, crowd control along the parade route and roundabout area until 11:30pm
- Provide an area designated for Senior Citizens and Disabled Persons
- Provide portable toilets along the parade route and in the roundabout area
- Clean Up after the parade
- Assistance in promoting the parade

Thank you again, and in advance, for your continued support of the Gautier Night Parade!

Sincerely,

Kelly Novak
2018 Parade Chairman
228.357.0298
GautierNightParade@gmail.com

Fax: (228) 497-1038

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Beacon Insurance Services, Inc.
1009 Howard Avenue
Biloxi, MS 39530
License #: 205172

CONTACT NAME: Karleen Morgan
PHONE (A/C, No, Ext): (228)374-0067 FAX (A/C, No): (228)374-0068
E-MAIL ADDRESS: karleen@beaconins.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insuarance Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
David Wooten
DBA: Gautier Men's Club
PO Box 185
Gautier, MS 39553

COVERAGES

CERTIFICATE NUMBER: 00000000-110461 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC; OTHER:	Y		TBA	02/03/2018	02/04/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PARADE SPECTATOR LIABILITY ONLY (DOES NOT INCLUDE THROW LIABLITY)

Certificate Holder is also Additional Insured in Regard to GL

CERTIFICATE HOLDER

City of Gautier
3330 Hwy 90
P O BOX 670
Gautier, MS 39553-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Mathew Langlinais (KBM)

Printed by KBM on January 09, 2018 at 11:31AM

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting: January 16, 2018

Title: Resolution approving closure of roads and traffic control measures as described in the application for special permit submitted by the Gautier Men's Club on December 19, 2017.

Introduced by:

Contact Person/Telephone: Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Resolution approving closure of roads and traffic control measures as described in the application for special permit submitted by the Gautier Men's Club on December 19, 2017.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY THE GAUTIER MEN'S CLUB ON DECEMBER 19, 2017

RESOLUTION NUMBER 000-2018

WHEREAS, the Gautier Men's Club has made a request for road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit submitted on December 19, 2017; and

WHEREAS, the purpose of the road closure is to conduct a Mardi Gras parade and block party; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Men's Club, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closure of portions of William Payne Adams Blvd., Dolphin Ave., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit dated December 19, 2017 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **__th** day of ____________________ 2018.

____

PHIL TORJUSEN, MAYOR

ATTEST:

____

CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: January 9, 2017
Subject: 2018 Gautier Mardi Gras Parade & Block Party Request

---

REQUEST:

The Recreation Department requests City Council approval of a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90 as more fully described in the attached application for special permit submitted on December 19, 2017.

BACKGROUND:

The Gautier Men's Club's 28th Annual Mardi Gras Parade will be held on Saturday, February 3rd at 7:00 p.m. The City has historically provided logistical services and financial support as well as traffic control and security for this event.

.

DISCUSSION:

The Mardi Gras Parade organizers have submitted an application for special event permit for the Annual Gautier Men's club Mardi Gras parade and Block Party. This year the Gautier Men's Club has made positive changes and now includes a block party in an effort to grow the Mardi Gras Parade and bring a revitalized spirit to the City of Gautier.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit submitted on December 19, 2017. The City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1) Approve a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90.
2) Not approve a request by the Gautier Men's Club for a road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90.

ATTACHMENT(S):

Special Event Application
Certificate of Insurance

CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event February 3, 2018 Day or Week Saturday Starting Time 7:00 AM/PM

Ending Time: 11:30/12:00 AM/PM Proposed Location of the Event: William Payne Adams Blvd. W to Dolphin to Gautier-Vancleave to Hwy. 90 W to Dolphin to William Payne Adams Blvd.

Describe the type of event to be conducted: Mardi Gras Parade & Block Party

Reason for Event, Demonstration or March:

To attract both locals and visitors to the City of Gautier. The City of Gautier has historically provided logistical support as well as traffic control and security for this event. In addition, purchased a sponsorship for the Gautier Men's Club Mardi Gras Parade.

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	William Payne Adams Blvd.	left	Dolphin Dr. (North);
2.	Turn right on Gautier-Vancleave Rd. (South);	right	Highway 90 W;
3.	Turn right on Dolphin Dr. (North)	left	William Payne Adams Blvd.
4.			
5.	Block Party Location: William Payne Adams Blvd. & Dolphin Dr. (roundabout area) The band float will park North of roundabout.		

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:
Name: Gautier Men's Club Phone: (228) 217-9464

Address: 3501 Shamrock Ct. Gautier, MS 39553
City State Zip

Type of Organization: Civic (Religious, Civic, Social, Etc.) Profit: ____ Non-Profit Federal ID#____

Individual Making Application for Organization:

Name: Kelly Novak Phone (Home): (228) 357 - 0298

Address: 3501 Shamrock Ct. Phone (Work): (___) ___-____

City: Gautier State: MS Zip Code: 39553

Position with Organization: Parade Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: Kelly Novak Phone (H): (228) 357 - 0298 (W) (___) ___-____

Name: ____ Phone (W): (___) ___-____ (W) (___) ___-____

FOR OFFICE USE ONLY

Date Rec'd: 12/20/17 Received By: Y. Redix

Event has been:

Approved: ____ Disapproved: ____

Approval/Disapproval Authority ____ Date: ____

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

- x Security
- x Traffic Direction
- x Barricades
- x Set Up Barricades
- ___ Clean up During Event
- x Clean up After Event
- x Trash Receptacles/Bag
- ___ Staging
- ___ Fencing
- ___ Other

In applying for this permit, I the undersigned, as the responsible individual of the above named organization/ AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: ____ Date: 12/19/2017

Kelly Novak, Parade Chairman

11/28/2017

RE: Gautier Men's Club Mardi Gras Night Parade

From: Gautier Men's Club
To: City Of Gautier

I wanted to thank the City of Gautier and City Council for the support you have shown the Gautier Men's Club, and the Gautier Mardi Gras Night Parade over the years.

This year we have made some positive changes to the Mardi Gras Parade in effort to grow our parade and bring a revitalized spirit to Mardi Gras to the City of Gautier.

The Gautier Night Parade is scheduled for Feb 3rd 2018. We are providing the following request for services for this years parade:

Requested City Support

- Purchase of a sponsorship in the amount of $900
  Organization Budget:
  - Insurance Binder _______ (est. $1200)
  - Judges Stands $200
  - Trophies $250 (3 for Floats, 3 for H.S. Marching Bands)
  - Float Numbers & Site Layout Materials $150
  - Featured Entertainment $2000
  - Advertising $1000
  - High School Marching Band assistance $1400 ($200 per)
- Ensure the parade route is verified and all agencies are notified the roadways will be closed
- Ensure Law Enforcement support is available to lead the parade, traffic control, crowd control along the parade route and roundabout area until 11:30pm
- Provide an area designated for Senior Citizens and Disabled Persons
- Provide portable toilets along the parade route and in the roundabout area
- Clean Up after the parade
- Assistance in promoting the parade

Thank you again, and in advance, for your continued support of the Gautier Night Parade!

Sincerely,

Kelly Novak
2018 Parade Chairman
228.357.0298
GautierNightParade@gmail.com

Fax: (228) 497-1038

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beacon Insurance Services, Inc. 1009 Howard Avenue Biloxi, MS 39530 License #: 205172	CONTACT NAME: Karleen Morgan PHONE (A/C, No, Ext): (228)374-0067 FAX (A/C, No): (228)374-0068 E-MAIL ADDRESS: karleen@beaconins.biz
INSURED David Wooten DBA: Gautier Men's Club PO Box 185 Gautier, MS 39553	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insuarance Co	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 00000000-110461 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		TBA	02/03/2018	02/04/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PARADE SPECTATOR LIABILITY ONLY (DOES NOT INCLUDE THROW LIABLITY)

Certificate Holder is also Additional Insured in Regard to GL

CERTIFICATE HOLDER	CANCELLATION
City of Gautier 3330 Hwy 90 P O BOX 670 Gautier, MS 39553-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W. Matthew Langlinais (KBM)

Printed by KBM on January 09, 2018 at 11:31AM

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**December 2017 Privilege License Report**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Receive December 2017 Privilege License Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for December 2017 is hereby received.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

City of Gautier
Business Registry
December 2017

ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT
139	2018-12-0005688	Blue Jay Trailer Park	$20.00
149	2018-12-0005689	Jack C. Goe	$20.00
******802	2018-11-0005690	Dallas Flint Consulting	$22.00
******126	2018-11-0005691	Sweet Tooth Bakery	$20.00
******1244	2018-11-0005692	McNarb Gaming	$20.00
******1243	2018-11-0005693	Bargain Furniture	$20.00
******134	2018-11-0005694	United Parcel Service	$87.00
******1105	2018-11-0005695	Crystal Visions Media	$22.00
158	2018-18-0005696	Mallette Bros. Construstion	$150.00
*1455	2018-12-0005697	Blair's Diner	$30.00
******84	2018-11-00005698	DJ's Automotive	$22.00
166	2018-12-0005699	Southern Hideaway Estates	$20.00
438	2018-12-0005700	Vision Painting & Construction	$20.00
179	2018-12-0005701	Vulcan Construction Materials	$300.00
******998	2018-07-0005702	Hanger Prosthetic & Orthodontics Inc	$22.80
******917	2018-05-0005703	H&R Cabinets	$23.20
*1456	2018-12-0005704	BarnLight Property Solutions LLC	$20.00
******1379	2018-08-0005705	Bienville Orthopedic Specialists LLC	$166.50
*****152	Closed	Cash for Titles, Inc.	Closed
******128	2018-11-0005706	Samantha Taylor- Taylor & Co.	$22.50
809	2018-12-0005707	Cash, Inc.	$20.00
******1359	2018-03-0005708	S&S Mechanical LLC	$23.60
******1288	2018-11-0005709	munity Services for Vision Rehabilita	$22.00
754	2018-12-0005710	Digital Enterprises	$20.00
*1457	2018-122-0005711	Mississippi Mosquito Control LLC	$30.00
150	2018-12-0005712	Flowers by Evelyn/ T&E Apparel	$20.00

*1458	2018-12-0005713	Champion Towing Inc.	$20.00
******1387	2018-10-0005714	Spanish Trail Lanes	$56.61
1393	2018-12-0005715	Rita's Wholesale	$20.00
1392	2018-12-0005716	Tolbert's Genie Bottle	$15.00
1398	2018-12-0005717	Harwell's A/C Installation & Repair	$20.00
892	2018-12-0005718	ield Means Jr./ DBA AME Enterptises	$20.00
		Total	**$1,315.21**

*	New Business	4
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	1
******	Delinquent Renewals Issued	14

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Approval of water and sewer adjustments dated January 2018 in the amount of $16,198.49**
Introduced by:	
Contact Person/Telephone	**City Manager 497- 8000 ext. 306**

Summary Explanation: Approval of water and sewer adjustments dated January 2018 in the amount of $16,198.49.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated January 2018 in the amount of $16,198.49 is hereby approved.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

JANUARY 2018 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
			LATE			TOTAL	REASON FOR
ACCT #	WATER	SEWER	CHARGE	GARB.	TAX	ADJUSTMENT	ADJUSTMENT
001-00101-000		3,200.85				3,200.85	WATER LEAK
001-07351-000		604.13	210.00			814.13	WATER LEAK
004-20041-000		148.23				148.23	WATER LEAK
005-12101-003		57.16	175.00			232.16	WATER LEAK
011-22701-000		302.67	105.00			407.67	WATER LEAK
015-22701-000		111.06	210.00			321.06	WATER LEAK
016-09001-010		84.51	70.00			154.51	WATER LEAK
020-56401-003		620.82	70.00			690.82	WATER LEAK
021-09901-000		457.36	140.00			597.36	WATER LEAK
025-10351-000		37.76				37.76	WATER LEAK
031-11501-000	144.67	153.18	175.00			472.85	POLICE REPORT
033-05801-000		753.03				753.03	WATER LEAK
035-15301-001		585.89	175.00			760.89	WATER LEAK
046-09301-002	66.05	69.93				135.98	POLICE REPORT
047-16501-000		76.77				76.77	WATER LEAK
047-37101-001		238.33	35.00			273.33	WATER LEAK
050-00501-001		711.73	175.00			886.73	WATER LEAK
053-23551-000		1,070.37	175.00		12.25	1,257.62	WATER LEAK
056-19101-000	85.86	90.90	35.00		2.45	214.21	POLICE REPORT
074-03901-000		47.73				47.43	WATER LEAK
089-01001-001		157.32				157.32	WATER LEAK
092-12301-000		849.98	140.00			989.98	WATER LEAK
095-12301-003		222.85	245.00			467.85	WATER LEAK
113-25701-000		109.62	140.00			249.62	WATER LEAK
116-04801-000		168.84				168.84	WATER LEAK
116-32001-000		451.26	245.00			696.26	WATER LEAK
125-13201-001		1,508.13	105.00			1,613.13	WATER LEAK
130-09301-002		55.98				55.98	WATER LEAK
139-26201-001		155.52	175.00			330.52	WATER LEAK
TOTAL	**296.58**	**13,101.91**	**2,800.00**			**16,198.49**	

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Approval of a Business Service Agreement with ACE DATA STORAGE, Inc.**
Introduced by:	
Contact Person/Telephone	**Chief Dante Elbin 497- 8007**

Summary Explanation: Approval of a business service agreement with ACE DATA STORAGE, Inc. for document shredding (includes three (3) containers and monthly pickup). The service agreement fee will be $65.00 per month.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Police Department has a large volume of private and confidential paperwork which must be shredded every month; and

WHEREAS, the Police Department does not have the ability to efficiently dispose of this information; and

WHEREAS, ACE DATA STORAGE, Inc. offers performs these and other services as further outlined in the attached business service agreement; and

WHEREAS, the Mayor and Members of the Council find that entering this business service agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the business services agreement with ACE DATA STORAGE, Inc., containing a monthly fee of $65.00 for document shredding and other services is hereby approved and authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 01/09/2018
Subject: Approval of a Business Service Agreement with ACE DATA STORAGE, Inc.

REQUEST:

City Council approval is requested for a business service agreement with ACE DATA STORAGE, Inc for document shredding to include 3 containers and monthly pickup for the Police Department. The service agreement fee will be $65.00 per month.

BACKGROUND:

The Police Department has small manual shredders at this time and a large volume of paperwork to be shredded each month.

DISCUSSION:

The large volume of paperwork that needs to be shredded is more then the manual shredders can handle. The paperwork needs to be shredded to keep information private and confidential. There was a second quote obtained from Shred-it and the cost was $75.60 per month.

RECOMMENDATION:

The Police Department recommends the City Council approve the shredding agreement with ACE DATA STORAGE, Inc for $65.00 per month.

ATTACHMENTS:

1. ACE DATA STORAGE, Inc Quote
2. Shred-it quote

ACE DATA STORAGE
SHREDDING & STORAGE

ACE DATA STORAGE, Inc. has been trusted for over 25 years in the records management and document shredding industry. We maintain our reputation for excellence by exceeding customers' expectations with every service performed.

City of Gautier

- Recurring service to ensure compliance is always being met (weekly, monthly, etc.)
- Secure containers with lock and key are provided to customers free of charge (optional)
- On-Site and Off-Site options are both available.
- Screened personnel retrieve material from location
- ACE Data Storage provides a Certificate of Destruction following each service

Scheduled Shred:

Per location

1st Console	$35.00 per pickup Monthly
1st Console	$50.00 per pickup Bimonthly
1st Console	$65.00 per pickup Quarterly
Each Additional Console	$15.00 per pickup

3bimo monthly

Katie M. Ells

Director of Marketing & Business Development
Ace Data Storage, Inc.

11/21/17
Date

PLEASE SIGN BELOW

Printed Name

Date

Signature

ACE'S SUPERIOR SERVICES

RECORDS MANAGEMENT

Hard Copy storage- climate/non-climate controlled
Media storage - climate controlled
Microfilm storage - climate controlled
Computer indexing and management
Bar-coded tracking system
Reports sent to customer via e-mail
Retrieval/Refiling service - box or document
Interfiling service
Packing and file conversion service
Daily pickup/delivery service
Rush delivery
Emergency 24-hour access
Box indexing
File indexing
Requests taken via phone, e-mail or fax

DOCUMENT DESTRUCTION & RECYCLED

Confidential and secure document destruction
On-site and off-site document shredding
Scheduled or on-call pickup/delivery service
Lockable collection containers
Certificate of destruction
Yearly purging of outdated or inactive file
Hard Drive Destruction

CONTACT INFORMATION

NAME	POSITION	NUMBER	EMAIL
Katie Ellis	Marketing & Sales	228.223.9963	Katie@acedatastorage.com
Josh Fulton	Operations Manager	228.864.6223	josh@acedatastorage.com
Jessica Fulton	Billing Analyst	228.864.6223	jessica@acedatastorage.com

Shred-it

CUSTOMER SERVICE AGREEMENT
REGULAR SERVICE

Branch Address:
Mobile, 4476 Laughlin Dr South, Mobile, AL, 36693, USA

Client Information

Sold To Location:

Company Name: City of Gautier Police Department **Tel:** 228-497-8000 **Fax:**
Address: 3329 US-90

City: Gautier **State/Province:** MS **Zip:** 39553

Regular Service

Minimum Type	Minimum Product	Includes	Unit Price
Additive (and)	OFF-SITE REGULAR SERVICE - Container - Std	2	$63.00

Service Type: Off-Site **Service Frequency:** Every 4 Weeks **Collection Type:** Floor **Fuel/Env. Surcharge**: Yes

Notes:

Service commences at installation.

Pricing Per Unit

Description	Container Type	Quantity	Unit Price
Containers	Container - Std		$12.60

Payment Details

Payment Method: Check **(do not collect credit card information, branch will follow up)**

PO# Required: No **PO#:** **Blanket:** No

Liable for Tax: Yes (check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it District Operations Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page:

Shred-it USA LLC. ("Shred-it")

Signed: DocuSigned by: Courtney Setterstrom BF4E4C70C6144D9...

Print Name: Courtney Setterstrom

Position: Sales Executive

Date: 11/22/2017

Company: City of Gautier Police Department

Signed

Print Name:

Position:

Date:

V2 08/ /

Terms & Conditions of Shred-it Customer Service Agreement

Shred-it USA LLC ("Shred-it"), its successors and assigns, and Customer, and its successors and assigns, hereby agree to the following:

1. **Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto, and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.

2. **Shred-it Services.** Shred-it will be the exclusive provider of the following services to Customer at all of its locations:
(a) Shred-it will provide all containers and other related equipment on Customer's premises for the collection and storage of all of Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM"). The number of containers will be determined by Shred-it in its discretion after discussions with Customer. Subject to the Schedule, additional containers may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
(b) Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process").
(c) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
(d) An authorized representative of Customer may, at any time, inspect the Destruction Process.
(e) Shred-it will recycle or otherwise dispose of the CCM.

3. **Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Customer may request that Shred-it perform mass destruction services ("Purge") on a single transaction basis. Both Parties shall execute a Statement of Work setting forth the fees for the Purge and the particulars of the service. Unless otherwise specified in the Statement of Work, the Purge shall be provided in accordance with the terms and conditions set forth in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.

4. **Consoles & Equipment.** Containers and any other equipment ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.

5. **Service Fee.** Customer will pay the "Service Fee" to Shred-it set forth on the cover page. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if the Customer's offices are closed during a scheduled service. The Service Fee is fixed for the first year of the Initial Term. In subsequent years of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fee to Customer, which notice may be in the form of an invoice. Customer may reject any changes to the Service Fee within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Customer, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Customer. Any rejection by Customer to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Paragraph 10.

6. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Shred-it on the due date will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.

7. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.

8. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

9. **Term of the Agreement.** This Agreement will remain in force for 60 Months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration unless terminated by either party, by written notice, at least 60 days prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Customer will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement (along with all other money due to Shred-it); and upon the termination date, Shred-it shall have the right to retrieve its Equipment from Customer, wherever located.

10. **Early Termination.** In the event Customer terminates this agreement without cause prior to the completion of the Initial Term or any Renewal Term, Customer must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6; (b) an amount equal to 50% of the Service Fees due for the remaining term of the Agreement; and (c) a removal fee per Equipment pursuant to the Schedule. Such Service Fees for early termination shall be calculated based on the average Service Fee charged to Customer for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term (as applicable).

11. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its Equipment from Customer, wherever located, and Customer shall be immediately liable for all amounts identified in Paragraph 10 for Early Termination, all without any liability to Shred-it and without Customer asserting any setoffs or offsets.

12. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13. **Prohibited Acts/Compliance With Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.

14. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the twelve month period prior to the alleged liability or breach by Shred-it. In the case of a Purge, Shred-it's liability, if any, arising from the provision of a Purge is limited to the amount of the fees received by Shred-it for the Purge. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

15. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.

16. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 6, 9-11 and 14-16. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested," to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

DocuSign SECURED

Certificate Of Completion

Envelope Id: C1A3E1A689E24D5BBAA96EEA2426603F		Status: Sent
Subject: Shredit Agreement For City of Gautier Police Department		
Source Envelope:		
Document Pages: 2	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Courtney Setterstrom
AutoNav: Enabled		courtney.setterstrom@stericycle.com
EnvelopeId Stamping: Disabled		IP Address: 13.108.254.8
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		

Record Tracking

Status: Original 11/22/2017 10:56:03 AM	Holder: Courtney Setterstrom courtney.setterstrom@stericycle.com	Location: DocuSign

Signer Events	Signature	Timestamp
Courtney Setterstrom courtney.setterstrom@stericycle.com Stericycle Inc. - Shred it Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Courtney Setterstrom BF4E4C70C6144D9... Using IP Address: 107.77.234.108 Signed using mobile	Sent: 11/22/2017 10:56:04 AM Viewed: 11/22/2017 10:56:17 AM Signed: 11/22/2017 10:57:13 AM
Sherry Farabee sfarabee@gautier-ms.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/22/2017 10:57:14 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/22/2017 10:57:14 AM

Payment Events	Status	Timestamps

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Authorization for termination of contract with Professional Probation Services, Inc.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 Ext. 305**

Summary Explanation: Authorization for termination of contract with Professional Probation Services, Inc.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Professional Probation Services, Inc. collects current fines if they are assigned by the Judge. However, more often than not, the court keeps the fines “in-house” for monitoring by the Court Department.

WHEREAS, terminating the contract with Professional Probation Services, Inc. will shift responsibility of current fine collection back to the Court Department.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Attorney is hereby authorized to send a notice of termination to the City’s probationary services provider, Professional Probation Services, Inc.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Authorization to terminate agreement for Collection Services with Southern Financial Systems, Inc.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 Ext. 305**

Summary Explanation: Authorization to terminate agreement for Collection Services with Southern Financial Systems, Inc.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City entered into a contract with Southern Financial Systems, Inc. in August of 2010 for collection services on certain specified accounts; and

WHEREAS, the City has determined that these services are no longer required from Southern Financial Systems, Inc., and as such, termination of that agreement is in the best interest of the City; and

WHEREAS, pursuant to the terms of that contract, the City may terminate the agreement with or without cause upon thirty (30) days notice to Southern Financial Systems, Inc.;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that termination of the Southern Financial Systems, Inc. contract is hereby authorized; and

IT IS FURTHER ORDERED that written notice of such termination be provided to Southern Financial Systems, Inc. immediately; and

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Authorization to Enter into Agreement for Collections Services with Alliance Collection Service, Inc. for collection of old court fines and delinquent utility charges.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 Ext. 305**

Summary Explanation: Authorization to Enter into Agreement for Collections Services with Alliance Collection Service, Inc. for collection of old court fines and delinquent utility charges.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City is owed delinquent utility charges and Court fines; and

WHEREAS, the City requires assistance to collect these outstanding amounts; and

WHEREAS, the City hereby finds that entering the attached contract with Alliance Collection Service, Inc. for such collection services is in the best interests of the City;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract for collection services with Alliance Collection Service, Inc. is hereby authorized and approved; and

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

AGREEMENT FOR COLLECTION SERVICES

Between

Alliance Collection Service, Inc.	**&**	**City of Gautier**
P.O. Box 49 / 600 West Main Ste A		**3330 Highway 90**
Tupelo, MS 38802		**Gautier, MS 39553**

THIS AGREEMENT (hereinafter, "Agreement") is made by and between Alliance Collection Service, Inc., a Mississippi corporation (hereinafter, "Agency" and/or "ACSI"), and the City of Gautier, MS (hereinafter, "Client"), on this _____th day of January, 2018.

Agency and Client are hereinafter each referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Agency provides third party debt collection services; and

WHEREAS, Client desires to retain Agency for those collection services pertaining to delinquent utility bills and delinquent municipal court fines.

NOW THEREFORE, the Parties agree to the following:

1. Authorization

During the term of this Agreement, Agency covenants and agrees to use reasonable efforts to collect the accounts referred by Client. Agency further covenants and agrees to remit all proceeds to Client in accordance with the terms and conditions set forth in this Agreement. Client hereby authorizes Agency to act as Attorney in fact relative to checks, drafts, money orders, etc., received during the collection of accounts referred to Agency by Client.

In collecting on accounts referred by Client, Agency will not discriminate on the basis of race, color, religion, national origin, sex, marital status, age, source of income, or any other basis on which discrimination is prohibited by the Equal Credit Opportunity Act or other law or regulation. Client will retain ownership of all accounts to be collected pursuant to this Agreement. Without limiting the foregoing, Client will retain the exclusive and complete authority to write-off, in whole or in part, any unpaid accounts and to recall any account for which Agency has been engaged in accordance with paragraph 8 below. Agency will not sell or pledge any of the Client's accounts nor represent to any third party that it has the authority to do so.

Client authorizes Agency, at its option, to forward accounts to licensed agencies as necessary to collect in states outside Agency's primary service areas. If Agency elects to forward accounts to another licensed agency, Agency shall provide Client with the name and contact information for such other licensed agencies upon request, and Agency shall be solely responsible for: (i) any errors, omissions or violations of applicable laws by such other licensed agencies, and (ii) all costs, expenses and fees of such other licensed agencies.

2. Account Delinquency Terms

It is agreed that as provided for under Section 623 of the amended Fair Credit Reporting Act (FCRA), "Date of delinquency" will be established as the month and year of delinquency and defined for credit reporting purposes as non-payment of scheduled payments in excess of ninety (90) days. Client certifies that accounts placed for regular collections are in default status, true and accurate and will verify the date of delinquency by providing Agency with a copy of the consumer/patient financial agreement or contractual agreement with the consumer prior to placement of the initial accounts.

3. Term and Termination

The primary term for this agreement shall be for a period of two (2) years commencing on the signature date of this agreement by client and shall automatically renew each year on the anniversary date of this Agreement for successive terms of twelve (12) months each. Either party may terminate this agreement at any time without cause on sixty (60) days' written notice. Additionally, either Party may terminate this Agreement at any time for cause, provided the non-breaching Party has given thirty (30) days' prior written notice to the breaching Party and the breach has not been cured by breaching Party by the end of such thirty (30) day period. "Cause" shall be defined as the material breach of any term of this Agreement or material default in the Party's performance. Termination of this Agreement by either Party shall not affect the collection, enforcement or validity of any amounts owed to Agency by Client hereunder, including post-termination collection fees due to Agency by Client. This contract and any subsequent automatic renewal is subject to ratification by each newly elected City Council.

4. Collection/ Additional Fees

Client understands that Agency does not accept accounts with collection fees added and will not add additional fees to any debtor account that do not meet state and federal requirements. Client will notify Agency of any fees added to each account placed.

If Client adds fees of any kind to any collection account, those added fees must be in accordance with the laws of the state in which the client resides including state usury laws. Any added fees will be broken out into separate fields upon placement with Agency. This includes any collection fees, interest, late fees, and any other fee that must be itemized by Agency for the debtor by FTC, FDCPA and State law and/or rules and a copy of the agreement allowing said fees will be provided to Agency by Client upon request or at the time of placement of account.

5. Calculation of Agency Contingency Fees Earned:

Agency agrees to accept all collection accounts submitted by Client, and Client agrees to pay to Agency a contingency fee equal to 25% of the amount collected by Agency and/or Client with respect to accounts assigned for collection pursuant to the terms of this Agreement. Such fees will be added to the outstanding amount by the Client prior to submission to the Agency, and will be paid by the debtor. Pursuant to State law, under no circumstances shall the amount owed to the Client be reduced or diminished.

Agency will monitor Client's account activity and will perform a periodic performance review of Client's account activity.

No additional collection fees will be added by Agency to accounts placed for collection.

Agency acknowledges that its sole compensation for performing the collection services is set forth in this Section of this Agreement. Agency shall be solely responsible for all costs and expenses Agency incurs in performing the services described in this Agreement.

6. Account Handling

a. Accounts with a balance of less than $300.00 will be sent one letter and will then be pooled with other accounts under the same debtor or will be closed if not paid within the first thirty days. On accounts with a balance of more than $300.00, the Agency will make the following collection efforts:

    i. Scrub accounts for bankruptcy/death
    ii. Send validation notice
    iii. Attempt telephone contact
    iv. Send necessary follow up letters
    v. Affect consumer credit on accounts with balances over $300.
    vi. Determine consumer ability to pay
    vii. Prep account for closure or forwarding to Client attorney when necessary

b. Accounts will be placed electronically via password protected spreadsheet in email, or via spreadsheet uploaded to Agency provided FTP site..

c. Client agrees to place and Agency agrees to accept accounts in a secure manner as to comply with all HIPAA and Privacy Rules and regulations.

d. To the extent possible, Client will provide captured debtor/responsible party social security numbers.

e. To the extent possible, Client will provide captured employment and/or pertinent contact information on debtors to Agency so as to allow Agency the means to contact debtors and to obtain information which will assist Agency in its collection efforts.

f. If and when the Agency has exhausted all reasonable efforts to collect on an account as described in section 6(b), the Agency will close its file on the account, and indicate same to the Client. The Client will be provided with the file for each closed account, and at the Client's option, collection litigation may be pursued on such accounts per separate agreement with Client's attorney. Upon the closing of said files the Agency's right to any fees or expenses relating to the closed accounts will be terminated.

7. Contract Rate/Contingency

Agency agrees to provide services on a contingency basis. Client will not be obligated to pay any amount other than commissions on actual money collected unless otherwise stated in this Agreement.

8. Trust Statement/Payment Obligations

The Client will submit monthly correspondence indicating any payments made directly to the City on accounts placed by the Client. Agency agrees to forward to Client a Trust Statement within ten days after the last day of each month, which will indicate any payments or adjustments made on accounts placed by Client, and whether such payments are made to the Agency or the Client. Each account will be listed separately, indicating the account number, name of account, amount paid or adjusted, amount paid to Client, amount paid to Agency, amount due to Client and amount due to Agency. All amounts will be totaled at the end of the Trust Statement and if money is due to Client, a check will be attached. If an amount is due to Agency, the amount due will be shown under the "Please Remit" column.

Client agrees that once an account is placed with Agency, and Agency enters said account into its collection system, Agency is due full contingency fee on collected amounts, unless the files have been closed by the Agency under the provisions of section 6(g).

Client agrees to pay to Agency any amount due to the Agency on monthly trust statements within sixty (60) days of statement.

9. Client Notification of Payments

Client will notify Agency within five (5) working days of all payments received by Client on accounts placed for collection. Failure to report such payments may result in wrongful reporting to credit reporting agencies.

10. Indemnification

Agency shall indemnify and hold harmless Client for any claims, loss, damage, or expenses, including Attorney fees and court costs arising out of or due to Agency's negligence. To the extent permissible under Mississippi law, the Client agrees to indemnify and hold harmless Agency for any claims, loss, damage, or expenses arising out of or due to Agency's negligence.

Client affirms that accounts placed for collection are due in full and not usurious and that all information provided to Agency is true and accurate in all material respects.

Agency shall not be held responsible for any account placed for collection that is not valid and is not in compliance with state usury laws or federal law.

11. Confidentiality and Compliance

Each Party acknowledges that as part of its performance under the Agreement, it may be required to disclose to the other party certain information pertaining to the Client's consumers and may be required to disclose certain business or financial information ("confidential information"). For any confidential information that is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as protected health information ("PHI"), Agency agrees to execute and to comply with the terms of Client's HIPAA Business Associate's Agreement which is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

Agency agrees to maintain compliance with and may be subject to the requirements of 42 U.S.C. 1320d *et seq.*, the criminal enforcement provisions of the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical

Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA") and the implementing regulations set forth in 45 CFR Parts 160, 162 and 164 ("HIPAA Regulations"), The Dodd Frank Act, ("UDAAP"), Gramm-Leach Bliley Act ("GLBA"), Fair Credit Reporting Act ("FCRA") and is ultimately governed by the rules of the Fair Debt Collections and Practices Act ("FDCPA"), as they apply to the collection of debt by a third party.

12. Assignment

This Agreement shall not be assignable in whole or in part by either Party without the written consent of the other Party.

13. Entire Agreement

All agreements between Agency and Client are incorporated herein and no statement made by either party shall vary the terms herein expressed.

14. Effect of Termination

Following the termination of this Agreement, Agency will transition the performance of the collection of all placement accounts to Client or Client's designee. Agency will also continue to remit any payments it receives for the placement accounts to Client pursuant to the terms of this Agreement.

15. Agency Representations and Warranties

Agency represents and warrants to Client that Agency will perform all services under this Agreement in a professional manner in accordance with general industry practices and in compliance with applicable laws and regulations.

To the extent applicable, Agency warrants that it is duly licensed under the relevant laws of the State and possesses all required licenses, certifications or other authorizations required to conduct its business under all applicable law (collectively referred to herein as "Licenses"), and further agrees to abide by all applicable state and/or federal laws and regulations governing the Licenses. Agency further agrees to give the Client in the vent of institution of proceedings for suspensions or revocation within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of such Licenses of the Agency.

16. Independent Contractors

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, shall have no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

17. Governing Law

This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to principles of conflicts of law. The Parties hereby (a) consent to the jurisdiction of all state and federal courts sitting in County, Mississippi (b) agree that venue for any such action shall lie exclusively in such courts, and (c) agree that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement.

ALLIANCE COLLECTION SERVICE, INC.	CITY OF GAUTIER
BY: ______________________________	BY: ___________________________
NAME: Jeff Chambers TITLE: President DATE: _________________________	NAME: Paula Yancey TITLE: City Manager DATE: _________________________

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Authorization to submit an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Program Grant**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 Ext. 315**

Summary Explanation: Authorization for the submission of a grant application to the Mississippi Department of Wildlife, Fisheries and parks for a Mississippi Recreational Trails Program grant for a new fitness trail at City Park.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS the Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA); and

WHEREAS the RTP provides funds to states to develop and maintain recreational trails and trail-related facilities motorized and non-motorized recreational trail uses.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a new fitness trail at City Park is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/09/2018
Subject: Authorization to submit an application to the MS Dept. of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant

---

REQUEST:

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program grant for a new fitness trail at City Park.

BACKGROUND:

The U.S. Congress first authorized the Recreational Trails Program in 1991. For 2013 and 2014, the Federal funds have been reauthorized as a set-aside from the new Transportation Alternatives Program.

The Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportation's Federal Highway Administration (FHWA). The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses.

DISCUSSION:

A grant application is proposed for up to $100,000 for improvements to City Park for a non-motorized trail to the east of the park's current amenities. The project would include a half-mile, 8-foot-wide asphalt trail with exercise/fitness modules, benches, trail signage and a stretching area. The RTP is a reimbursement program that requires grant recipients to pay 100% of the cost of an item before submitting a request for payment for 80% of eligible costs. The 20% match can be from cash, donation of materials or services at fair market value. Tidelands may also count toward the local match, if approved through the Department of Marine Resources. The total project cost would equal no more than $125,000 ($100,000 grant, plus $25,000 match).

RECOMMENDATION:

Staff recommends that City Council authorize submission of a grant application for the Mississippi RTP grant for up to $100,000 in grant funding with a 20% cash/in-kind match up to $25,000.

City Council may:
1) Authorize submission of an application for up to $100,000 in grant funding as described above; or
2) Authorize submission of a grant application with changes; or
3) Not approve submission of a grant application.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting: January 16, 2018
Title: Authorization to submit an application to MDOT for a Transportation Alternatives Grant

Introduced by:
Contact Person/Telephone April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to submit a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Grant. This is an 80/20 grant. The City would be responsible for all Preliminary Engineering and Right of Way Costs and at least 20% of the total project cost.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS the Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program; and

WHEREAS the FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Department of Transportation for a Transportation Alternatives Grant is hereby authorized.

IT IS FURHTER ORDERED that the City would be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project costs. This project would constrict sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This would tie into the Martin Bluff Road widening 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 **BLANK,** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/09/2018
Subject: Authorization to submit an application to MDOT for a Transportation Alternatives Grant

---

REQUEST:
The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Grant.

BACKGROUND:
Transportation Alternatives (TA) projects are eligible for funding under the Surface Transportation Block Grant (STBG) program. The FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects. These set aside funds include all projects and activities that were previously eligible under TAP, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management and environmental mitigation related to stormwater and habitat connectivity.

DISCUSSION:
This is an 80/20 grant. The City would be responsible for all Preliminary Engineering and Right of Way costs and at least 20% of the total project cost. This project would construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This would tie into the Martin Bluff Road widening project.

RECOMMENDATION:
Staff recommends that City Council authorize submission of a grant application to the Mississippi Department of Transportation for a Transportation Alternatives Grant.

City Council may:
1) Authorize submission of an application as described above; or
2) Authorize submission of a grant application with changes; or
3) Not approve submission of a grant application.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting: January 16, 2018
Title: Authorization to accept a monetary donation from Jerry Lee's Grocery for the Gautier Mayor's Youth Council

Introduced by:
Contact Person/Telephone April Havens 497-8000 ext. 315

Summary Explanation: Authorization to accept a monetary donation in the amount of $100.00 from Jerry Lee's Grocery to support the Gautier Mayor's Youth Council. This monetary donation is in the best interest of the Gautier Mayor's Youth Council and the City of Gautier.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Gautier Mayor's Youth Council provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. Members organize and participate in events that improve our city and unite all age groups; and

WHEREAS, the members of the Gautier Mayor's Youth Council personally solicited local businesses for support of the Youth Council; and

WHEREAS, Jerry Lee's Grocery has offered to donate $100.00 to the City for the sue and support of the Gautier Mayor's Youth Council; and

WHEREAS, the Mayor and City Council Members find that this donation is in the best interests of the Gautier Mayor's Youth Council and the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the monetary donation in the amount of $100.00 from Jerry Lee's Grocery to support the Gautier Mayor's Youth Council is hereby accepted and authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	01/09/2018
Subject:	Authorization to accept a Monetary Donation from Jerry Lee’s Grocery for the Gautier Mayor’s Youth Council

---

REQUEST:

The Grants and Projects Department requests City Council authorization to accept a monetary donation from Jerry Lee’s Grocery to support the Gautier Mayor’s Youth Council.

BACKGROUND:

The City of Gautier created its first Gautier Mayor’s Youth Council in October 2017. The GMYC provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. GMYC members organize and participate in events that improve our city and unite all age groups.

DISCUSSION:

Members of the GMYC personally solicited local businesses for their support. Jerry Lee’s Grocery responded to that solicitation with a $100 sponsorship. This monetary donation is in the best interest of the Gautier Mayor's Youth Council and the City of Gautier.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council accept a monetary donation from Jerry Lee’s Grocery in the amount of $100 to support the Gautier Mayor’s Youth Council.

City Council may:
1) Authorize acceptance of the monetary donation of $100 as presented; or
2) Not approve acceptance of the monetary donation.

ATTACHMENTS:

1. Donation

JERRY LEE'S GROCERY

STORE	INVOICE	DATE	TYPE	GROSS AMOUNT	NET AMOUNT
4 JERRY LEE #4	112720174 GMYC Sponsorship	11/27/17	I	100.00	100.00

VENDOR INFO	CHECK NO.	CHECK DATE	INVOICE AMOUNTS		NET AMOUNT
CITY07	108343	12/04/17	Gross: Discount:	100.00 .00	100.00

VOID VOID VOID VOID

JERRY LEE'S GROCERY NO.1
Home of Prime Meats
1417 Highway 90
Gautier, Mississippi 39553

M&M Bank 85-136/653

CHECK DATE	CHECK NO.
12/04/17	108343

PAY 100 DOLLARS AND 00 CENTS.

CHECK AMOUNT
$ *************100.00

TO THE
ORDER OF

CITY OF GAUTIER
3330 HWY 90
GAUTIER, MS 395535124

Susan Lee Harris
Mark Lee

AUTHORIZED SIGNATURE

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:	**January 16, 2018**
Title:	**Approval of minutes from Recessed Council Meeting held December 19, 2017 and Regular Council Meeting held January 2, 2018**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 Ext. 302**

Summary Explanation: Approval of minutes from Recessed Council Meeting held December 19, 2017 and Regular Council Meeting held January 2, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held December 19, 2017 and Regular Council Meeting held January 2, 2018are hereby approved.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

Tuesday
December 19, 2017
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 December 19, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 19, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

IV. Presentation Agenda

1. **Recognition of the 2017 Jackson County Youth Football League Super Bowl Champions**

2. **Presentation from the Gautier Mullet and Music Festival Committee**

V. Business Agenda

1. **Establishment of Just Compensation in the Amount of $25,000 for 2.62 Acres**

of Parcel No. 82300040.000 for the City of Gautier Water Storage Tank Project

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

2. Approval of Change Order #2 for City Park Boat Launch Project

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

3. GPC CASE # 17-17-CU Consideration for a Conditional Use-Major for Deliverance Missionary Baptist Church at 1412 HWY 90, Gautier,MS 39553.

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

4. GPC CASE # 17-19-UDO Amendment to Article IV of the City of Gautier Unified Development Ordinance to create a "Special Exception".

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

5. Approval of Docket of Claims

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

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

1. Consideration of a Lease Agreement for the Shepard State Park Mobile Home – Clark Gautier

2. Consideration of a Lease Agreement for the Shepard State Park Host Site – Aaron Bridges

3. Approval of minutes from Recessed Council Meeting held November 21st.

VII. STUDY AGENDA

1. Discuss City Attorney Comments

2. Discuss City Clerk Comments

3. **Discuss City Manager Comments**

4. **Discuss Council Comments**

5. **Discuss Citizen Comments**

Adjourn until January 2, 2018 @ 6:30PM
www.gautier-ms.gov

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

1. Add Business Agenda Item #6 – to accept the lowest and best bidder JE Talley Construction, Inc. as recommended by the project engineer and give the Chief LPA Official (City Manager) approval to execute the contract with JE Talley Construction, Inc. for the Martin Bluff Road Widening Right of Way Demolition Project in an amount not to exceed $144,801.06, upon concurrence of MDOT.

2. Move Consent Agenda Item #1 to Business Agenda Item #7 - Consideration of a Lease Agreement for the Shepard State Park Mobile Home.

3. Amend the order of the Study Agenda as follows: 1) Discuss Citizen Comments 2) Discuss Council Comments, 3) Discuss City Manager Comments, 4) Discuss City Clerk Comments, 5) Discuss City Attorney Comments.

Councilwoman Martin seconded the motion and the vote carried unanimously.

City Manager stated that the City of Gautier will be closed on Friday December 22nd ,

Monday December 25th and Tuesday December 26th for the holidays.

Announcements

None

Presentation

1. Recognition of the 2017 Jackson County Youth Football League Super Bowl Champions

2. Presentation from the Gautier Mullet and Music Festival Committee

---

Councilman Anderson made the motion to move forward with acquiring Parcel no. 82300040.000 as presented. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 254-2017

WHEREAS, the Water Storage Tank Project requires the establishment of Just Compensation for 2.62 acres of parcel no. 82300040.000 and authorization for the City Manager to move forward with acquiring the parcel; and

WHEREAS, Mississippi Code Annotated Section 21-17-1 authorizes a municipality to purchase real property for all proper municipal purposes; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires the municipality to obtain an appraisal before the initiation of negotiations; and

WHEREAS, the City has obtained an appraisal of the parcel at issue; and

WHEREAS, based on the appraisal, in addition to the added value of the property based on the location of existing water lines, and the savings to the City in not pursuing eminent domain litigation, the Council finds it is in the best interests of the City to establish Just Compensation for the above property in the amount of $25,000.00.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the "Just Compensation" for 2.62 acres of parcel no. 82300040.000 in the amount of $25,000.00 for the Gautier Water Storage Tank Project is hereby established and the City Manager is hereby authorized to move forward with acquiring the parcel.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	12/12/2017
Subject:	Establishment of Just Compensation in the Amount of $25,000 for 2.62 Acres of Parcel No. 82300040.000 for the City of Gautier Water Storage Tank Project

---

REQUEST:

The Grants and Projects Department requests City Council establish Just Compensation in the amount of $25,000.00 for 2.62 acres of parcel no. 82300040.000 for the City of Gautier water storage tank project and authorize the City Manager to move forward with acquiring the parcel.

BACKGROUND:

The water storage project, totaling $1.1 million, will construct a water storage tank to support expansions at B & D Plastics and development in the surrounding area. Funding for the construction and professional services will come from a combination of a $350,000 DIP grant from the Mississippi Development Authority, a $750,000 CAP loan from MDA, a $15,000 pledge from the City's enterprise utility revenues, and/or other sources.

DISCUSSION:

Based on the appraisal, in addition to the added value of the property based on the location of existing water lines and the savings to the City in not pursuing eminent domain litigation, it is in the best interests of the City to establish Just Compensation for the above property in the amount of $25,000. This cost was written into the project/grant budget.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council establish Just Compensation in the amount of $25,000.00 for 2.62 acres of parcel no. 82300040.000 for the water storage tank project and authorize the City Manager to move forward with acquiring the parcel.

The City Council may:
1) Approve establishing Just Compensation in the amount of $25,000 and authorizing the City Manager to move forward with acquiring the parcel as presented; or
2) Not approve establishing Just Compensation in the amount of $25,000 and authorizing the City Manager to move forward with acquiring the parcel as presented.

ATTACHMENTS:

1. Business Item #1 - Establishment of Just Compensation in the amount of $25,000 for 2.62 Acres of Parcel No. 82300040.000 for the City of Gautier Water
2. 1. Establishment of Just Compensation Offer

Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

> "Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation"

The property that is the subject of this offer of just compensation is as follows:

Owner: Linda Lee

Parcel No: 047-01-00-W

Project: Gautier Water Storage Tank

County: Jackson

Under the authority conveyed to me by the City of Gautier, Mississippi, and based on the approved appraisal for the above-named property, which is inclusive of all compensable interests, I, Paula Yancey, City Manager, do hereby establish the City of Gautier, Mississippi's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of $25,000.00.

Councilman Vaughan made the motion to authorize change order #2 for City Park Boat Launch improvements as presented. Councilwoman Marin seconded the motion.

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

ORDER NUMBER 255-2017

WHEREAS, City was awarded $190,310 in federal funds under the Dingell-Johnson Sport Fish Restoration Program, to restore, conserve, manage, or enhance sport fish populations; and

WHEREAS, in utilizing these funds, the City awarded a contract to M&D Construction Co., Inc. to perform various upgrades and improvements to the City Park Boat Launch;

WHEREAS, the Engineer for this project has recommended approval of Change Order #2 to this contract; and

WHEREAS, Change Order #2 entails a reduction in project costs of $7,263.41 for unused materials, demolition, etc.; and

WHEREAS, Change Order #2 also entails an increase in project costs of $16,005.90 for the addition of ADA compliant handrails to the newly poured concrete ramps leading to the kayak launch and the cost to restore and repair the adjacent fishing pier; and

WHEREAS, the net cost effect of Change Order #2 is an increase of $8,742.48; and

WHEREAS, Change Order #2 also adds sixty-three (63) days to the performance time to the contract;

WHEREAS, the Mayor and Council Members find that Change Order #2 is necessary and in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #2 is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/12/2017
Subject: Approval of Change Order #2 for City Park Boat Launch Project

---

REQUEST:

The Grants and Projects Administrator requests City Council authorization for Change Order #2 for the City Park Boat Launch Improvements Project.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded $190,310 in federal funds, which requires a 25 percent match of $65,300. Tidelands agreed to cover the local match.

This project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area.

DISCUSSION:

This change order reflects deducts totaling $7,263.41 for unused materials, demolition, etc. It also includes the cost to add ADA compliant handrails to the newly poured concrete ramps leading to the kayak launch and the cost to restore and repair the adjacent fishing pier. The total cost of handrails and pier repairs is $16,005.90. This change order would result in a $8,742.48 net increase to the contract amount.

RECOMMENDATION:

The Grants & Projects Administrator requests authorization for Change Order #2 for the City Park Boat Launch Improvements Project as presented.

City Council may:
1) Authorize Change Order #2; or
2) Not Authorize Change Order #2.

ATTACHMENTS:

1. Engineer's Letter and Change Order #2

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

December 13, 2017

Ms. April M. Havens, Grants & Project Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: City Park Boat Launch Improvements
(C.E. Job #: 216-055)

Dear Ms. Havens:

Please find enclosed three (3) originals of Change Order No. 2 for the above referenced project dated December 13, 2017. This change order increases the contract amount by $8,742.48.00 and adds sixty-three (63) days to the contract time. This change order provides improvements to Fishing Pier at City Park.

Compton Engineering, Inc. recommends approval of Change Order No. 2 to M&D Construction Co., Inc. increasing the contract in the amount of Eight Thousand, Seven Hundred Forty-Two Dollars and Forty-Eight Cents ($8,742.48) and adding sixty-three (63) days to the contract time.

Once approved and signed, please return two (2) originals to our office for further distribution.

If you have any questions or require additional information, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

W. Andrew Douglass, P.E.
Project Engineer

WAD:kl

pc: M&D Construction Co., Inc.

PASCAGOULA
BILOXI
BAY ST. LOUIS

S:\Pascagoula\0-Projects\2016\216-055 City of Gautier City Park Boat Launch\Docs\Construction\Change Orders\Letter April Havens (CO2) 12-13-17.doc

SECTION 00943-02
CHANGE ORDER NO. 2

Date of Issuance: December 13, 2017 Effective Date: December 19, 2017

Project: City Park Boat Launch Improvements	Owner: City of Gautier	Funding Agent's Contract No.: N/A
Contract: City Park Boat Launch Improvements		Date of Contract: June 20, 2017
Contractor: M&D Construction Co., Inc.		Engineer's Project No.: 216-055

P.O. Box 5047

Moss Point, MS 39563

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Provide improvements to Fishing Pier at City Park.

Attachments: Attachment No. 1 to Change Order No. 2

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:
Original Contract Price:		Original Contract Times: ☐ Working days ■ Calendar days
		Substantial completion (date): October 25, 2017 (90 days)
	$261,127.65	Ready for final payment (date): November 24, 2017 (120 days)
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:
		Substantial completion (date): October 25, 2017 (90 days)
	$262,427.65	Ready for final payment (date): November 24, 2017 (120 days)
Increase as of this Change Order:		Change of this Change Order:
		Substantial completion (days): 0 days
	$8,742.48	Ready for final payment (days): 63 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:
		Substantial completion (date): October 25, 2017 (90 days)
	$271,170.13	Ready for final payment (date): January 26, 2018 (183 days)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: WLK A-D	By:	By: David
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature) DAVID S. VICE
Date: 12/13/17	Date:	Date: 12-13-17

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

To be effective, this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2

Rev - 0

Item #	Description	Units	Unit Price	Change Order No. 1		Change Order No. 2		Difference in	Total
				Quantity	Ext. Total	Quantity	Amount	Quantities	
BID SCHEDULE NO. 1 - CITY PARK BOAT LAUNCH IMPROVEMENTS									
1	Mobilization/Demobilization	LS	$10,235.00	1.00	$10,235.00	1.00	$10,235.00	0%	$0.00
2	Erosion & Sediment control	LS	$1,725.00	1.00	$1,725.00	1.00	$1,725.00	0%	$0.00
3	Construction survey	LS	$4,025.00	1.00	$4,025.00	1.00	$4,025.00	0%	$0.00
4	Temporary silt fence	LF	$3.45	150.00	$517.50	150.00	$517.50	0%	$0.00
5	Sawcut existing Asphalt/Concrete	LF	$5.75	40.00	$230.00	40.00	$230.00	0%	$0.00
6	Remove existing Asphalt	SY	$57.50	5.00	$287.50	5.00	$287.50	0%	$0.00
7	Demolition of existing concrete boat launch and Sidewalk	SY	$10.47	275.00	$2,879.25	275.00	$2,879.25	0%	$0.00
8	Demolish existing dock decking	SF	$2.60	1,310.00	$3,406.00	1,395.00	$3,627.00	6%	$221.00
9	Demolish existing structural member	BF	$2.60	500.00	$1,300.00	160.00	$416.00	-68%	($884.00)
10	Excavate/grade for boat launch improvements	LS	$65,700.00	1.00	$65,700.00	1.00	$65,700.00	0%	$0.00
11	Excavate for ADA accessible route	LS	$575.00	1.00	$575.00	1.00	$575.00	0%	$0.00
12	Aggregate base under concrete launches and sidewalks	SY	$28.92	415.00	$12,001.80	415.00	$12,001.80	0%	$0.00
13	Aggregate base under piers adjacent to launch	SY	$28.92	90.00	$2,602.80	90.00	$2,602.80	0%	$0.00
14	Provide concrete Boat launch and ramp (incl. curbs)	SY	$192.22	340.00	$65,354.80	307.51	$59,109.57	-10%	($6,245.23)
15	Provide ADA accessible sidewalks and ramp to pier (incl. curbs)	SY	$90.39	75.00	$6,779.25	86.47	$7,816.02	15%	$1,036.77
16	Provide vinyl sheetpile bulkhead system (11' long)	SF	$16.45	1,500.00	$24,675.00	1,595.00	$26,237.75	6%	$1,562.75
17	Provide new dock structural members (incl. hardware)	BF	$9.20	500.00	$4,600.00	160.00	$1,472.00	-68%	($3,128.00)
18	Provide new dock decking	SF	$6.27	1,310.00	$8,213.70	1,395.00	$8,746.65	6%	$532.95
19	Provide solar lighting at docks	EA	$1,150.00	2.00	$2,300.00	2.00	$2,300.00	0%	$0.00
20	Provide new timber piles	LF	$17.86	80.00	$1,428.80	80.00	$1,428.80	0%	$0.00
21	Provide accessible floating kayak launch	LS	$40,480.00	1.00	$40,480.00	1.00	$40,480.00	0%	$0.00
	TOTAL BID SCHEDULE NO. 1:				**$259,316.40**		**$252,412.65**		**($6,903.75)**

Item #	Description	Units	Unit Price	Change Order No. 1		Change Order No. 2		Difference in	Total
				Quantity	Ext. Total	Quantity	Amount	Quantities	
ALTERNATE NO. 3 - CITY PARK BOAT LAUNCH IMPROVEMENTS									
1	Provide ADA accessible sidewalks on-site in locations to be determined by Owner	SY	$51.75	35.00	$1,811.25	28.05	$1,451.59	-20%	($359.66)
	TOTAL ALTERNATE NO. 3:				**$1,811.25**		**$1,451.59**		**($359.66)**

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2

Rev - 0

Item #	Description	Units	Unit Price	Change Order No. 1 Quantity	Change Order No. 1 Ext. Total	Change Order No. 2 Quantity	Change Order No. 2 Amount	Difference in Quantities	Total
CHANGE ORDER NO. 1									
CO1-1	Provide Pile Wrap & Caps on Timber Piles	LS	$1,300.00	1.00	$1,300.00	1.00	$1,300.00	-	$0.00
	TOTAL CHANGE ORDER NO. 1:				**$1,300.00**		**$1,300.00**		**$0.00**

Item #	Description	Units	Unit Price	Change Order No. 1 Quantity	Change Order No. 1 Ext. Total	Change Order No. 2 Quantity	Change Order No. 2 Amount	Difference in Quantities	Total
CHANGE ORDER NO. 2 - FISHING PIER MAINTENANCE									
CO2-1	Demolish existing dock decking	SF	$2.60	0.00	$0.00	148.00	$384.80	100%	$384.80
CO2-2	Demolish existing structural member	BF	$2.60	0.00	$0.00	78.00	$202.80	100%	$202.80
CO2-3	Provide new dock structural members (incl. hardware)	BF	$9.20	0.00	$0.00	78.00	$717.60	100%	$717.60
CO2-4	Provide new dock decking	SF	$6.27	0.00	$0.00	160.00	$1,003.20	100%	$1,003.20
CO2-5	Replace handrail/ballast (including removal as necessary)	EA	$4.98	0.00	$0.00	80.00	$398.40	100%	$398.40
CO2-6	Refasten deck boards	EA	$7.20	0.00	$0.00	22.00	$158.40	100%	$158.40
CO2-7	Remove and replace hurricane straps at pavilions	EA	$18.00	0.00	$0.00	72.00	$1,296.00	100%	$1,296.00
CO2-8	Provide new hardware at each pile bent	EA	$88.55	0.00	$0.00	4.00	$354.20	100%	$354.20
CO2-9	Provide new louver vents	EA	$190.00	0.00	$0.00	8.00	$1,520.00	100%	$1,520.00
CO2-10	Provide new handrail along ADA route	LF	$58.65	0.00	$0.00	170.00	$9,970.50	100%	$9,970.50
	TOTAL CHANGE ORDER NO. 2:				**$0.00**		**$16,005.90**		**$16,005.90**

TOTAL BID SCHEDULE NO. 1 + ALTERNATE NO. 3 + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2:	**$262,427.65**	**$271,170.13**	**$8,742.48**

Councilman Vaughan made the motion to accept the Planning Commission recommendation to approve the conditional use major as presented. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 256-2017

CITY OF GAUTIER CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 17-17-CU
DELIVERANCE MISSIONARY BAPTIST CHURCH
REGARDING PARCEL ID NO: 82436365.000

After due public notice, a Public Hearing was held at City Hall on December 7, 2017 by the Gautier Planning Commission at its regular meeting and at which time the Gautier Planning Commission recommended approval of the Conditional Use Permit. The parcel subject to this Permit is located at 1412 HWY 90, Gautier, Mississippi, 39553. Having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.

3. The proposed use, classified as a church or place of worship, is permitted as a Conditional Use-Major in the C-3 District.

4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on October 17, 2017 for a Conditional Use-Major Permit.

5. The City Clerk shall have this permit recorded in the public records of Jackson County and provide the applicant a copy of the permit with the recording information affixed.

6. The City Council adopted this Conditional Use-Major Permit on a recorded vote of **7** ayes to **0** nays to approve the application of Deliverance Missionary Baptist Church, located at 1412 HWY 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82436365.000.

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

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

NAYS: **None**

December 19, 2017
Date of Issuance

Phil Torjusen, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Attest:

Cindy Russell
City Clerk

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: December 19, 2017

Subject: Conditional Use-Major Permit for Deliverance Missionary Baptist Church at 1412 HWY 90. GPC #17-17-CU

REQUEST:

The Planning Department has received a request from Reverend Robert Coker representative of Deliverance Missionary Baptist Church, for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-3 Highway Commercial Zoning District at 1412 HWY 90, PID #82436365.000. The application fee of $250 was paid on October 17, 2017. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1412 HWY 90 (See Exhibit A)

2. General features of the proposed project:
   Total Building Area: 1,200 square feet
   Site Size: 1.32 Acres
   Year Building Constructed: 1981

3. Potable Water and Wastewater Services: Existing from City

4. The building is existing and was previously used as a rental property. The last known use of the property was a church.

5. Current Zoning (See Exhibit B): C-3 Highway Commercial

6. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the North, South, East, and West.

7. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the North and South, Commercial Office to the East and Commercial Financial/Banking to the West.

8. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

<u>DISCUSSION</u>:

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use as church serves as a place of worship for the congregation. Staff finds that this use will be compatible with the properties in the vicinity due to the fact there are Commercial properties existing with surrounding uses; however, according to UDO Section 7.2.5 Table # 9, based on the number of chairs (members) called out in the applicant's narrative, the required number of parking spaces is 17. After visiting the site and reviewing the parking plan sketch included in the application, staff finds that the area designated for parking at this site is not sufficient to accommodate the number of required spaces for this specific use as called out in the UDO.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: The applicant states that the church will be servicing approximately fifty (50) members with adequate parking. Staff finds that there is an existing parking lot which is of adequate size to accommodate the amount of parking spaces required by the Unified Development Ordinance for this use according to the applicant's statement of the number of members of the congregation.

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

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

E. If the proposed use in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan proposes High Impact Commercial in this area. The proposed use is a place of Worship (Church) which is allowed with a "Conditional Use" in the Unified Development Ordinance.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, according to the Unified Development Ordinance, a "Church or Place of Worship" is allowed with a "Conditional Use Major" in a C-3 Highway Commercial District.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

DETERMINATION OF APPLICABLE LAW:

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

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

STAFF RECOMMENDATION:

Staff finds that the proposed use may be compatible and harmonious with the Highway Commercial District and recommends approval with the following conditions:

1. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and The Americans with Disabilities Act.

2. The UDO requirement for the number of parking spaces is satisfied through either On-Site Shared Parking as specified in UDO Section 7.2.8 or through Off-Site Cooperative Parking as specified in UDO Section 7.2.7.

PLANNING COMMISION RECOMMENDATION:

Planning Commission recommends that City Council approve the Conditional Use Permit based on Staff's recommendation and there being no opposition.

The City Council may:

1. Approve the Conditional Use-Major Permit; or

2. Approve the Conditional Use-Major Permit with conditions; or

3. Deny the Conditional Use-Major Permit.

ATTACHMENTS:

1. Draft Conditional Use-Major Permit

2. GPC Minute Excerpt

3. GPC Staff Report with Back Up

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 17-17-CU

DELIVERANCE MISSIONARY BAPTIST CHURCH

REGARDING PARCEL ID NO: 82436365.000

After due public notice, a Public Hearing was held at City Hall on December 7, 2017 by the Gautier Planning Commission at its regular meeting and at which time the Gautier Planning Commission recommended approval of the Conditional Use Permit. The City of Gautier City Council, at its regular meeting held on December 19, 2017, considered the application for a Conditional Use-Major Permit for a church or place of worship as submitted by Reverend Robert Coker, representative for Deliverance Missionary Baptist Church. The parcel subject to this Permit is located at 1412 HWY 90, Gautier, Mississippi, 39553. Having considered the favorable recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Conditional Use-Major Permit as follows:

1. This proposed Conditional Use-Major is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

2. This proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use.

3. The proposed use, classified as a church or place of worship, is permitted as a Conditional Use-Major in the C-3 District.

4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on October 17, 2017 for a Conditional Use-Major Permit.

5. The City Clerk shall have this permit recorded in the public records of Jackson County and provide the applicant a copy of the permit with the recording information affixed.

6. The City Council adopted this Conditional Use-Major Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Deliverance Missionary Baptist Church, located at 1412 HWY 90, in Gautier, Mississippi, and identified as Jackson County Parcel No. 82436365.000.

December 19, 2017 ________________________________

Date of Issuance	Phil Torjusen, Mayor City of Gautier, Mississippi
Attest:	3330 Highway 90 Gautier, MS 39553

____
Cindy Russell
City Clerk

Excerpt from December 7, 2017 Gautier Planning Commission Meeting:

Deliverance Missionary Baptist Church request for a Conditional Use-Major that would allow a Church in a C-3, Highway Commercial Zoning District (GPC# 17-17-CU).

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

REQUEST:

The Planning Department has received a request from Reverend Robert Coker representative Of Deliverance Missionary Baptist Church, for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-3 Highway Commercial Zoning District at 1412 HWY 90, PID #82436365.000. The application fee of $250 was paid on October 17, 2017. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1412 HWY 90 (See Exhibit A)

2. General features of the proposed project:
   Total Building Area: 1,200 square feet
   Site Size: 1.32 Acres
   Year Building Constructed: 1981

3. Potable Water and Wastewater Services: Existing from City

4. The building is existing and was previously used as a rental property. The last known use of the property was a church.

5. Current Zoning (See Exhibit B): C-3 Highway Commercial

6. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the North, South, East, and West.

7. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the North and South, Commercial Office to the East and Commercial Financial/Banking to the West.

8. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use as church serves as a place of worship for the congregation. Staff finds that this use will be compatible with the properties in the vicinity due to the fact there are Commercial properties existing with surrounding uses; however, according to UDO Section 7.2.5 Table # 9, based on the number of chairs (members) called out in the applicant's narrative, the required number of parking spaces is 17. After visiting the site and reviewing the parking plan sketch included in the application, staff finds that the area designated for parking at this site is not sufficient to accommodate the number of required spaces for this specific use as called out in the UDO.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: The applicant states that the church will be servicing approximately fifty (50) members with adequate parking. Staff finds that there is an existing parking lot which is of adequate size to accommodate the amount of parking spaces required by the Unified Development Ordinance for this use according to the applicant's statement of the number of members of the congregation.

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

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

E. If the proposed use in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan proposes High Impact Commercial in this area. The proposed use is a place of Worship (Church) which is allowed with a "Conditional Use" in the Unified Development Ordinance.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, according to the Unified Development Ordinance, a “Church or Place of Worship” is allowed with a “Conditional Use Major” in a C-3 Highway Commercial District.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

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

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

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

RECOMMENDATION:

Staff finds that the proposed use may be compatible and harmonious with the Highway Commercial District and recommends approval with the following conditions:

1. ADA accessible parking shall be installed which meets the requirements of the City of Gautier’s Unified Development Ordinance and The Americans with Disabilities Act.

2. The UDO requirement for the number of parking spaces is satisfied through either On-Site Shared Parking as specified in UDO Section 7.2.8 or through Off-Site Cooperative Parking as specified in UDO Section 7.2.7.

CONCLUSION:

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major with the Conditions listed; or

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

3. Recommend that City Council deny the Conditional Use-Major.

ACTION TAKEN:

Commissioner Jamison made the motion to recommend City Council approve the Conditional Use-Major with the Conditions listed

1. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and The Americans with Disabilities Act.

2. The UDO requirement for the number of parking spaces is satisfied through either On-Site Shared Parking as specified in UDO Section 7.2.8 or through Off-Site Cooperative Parking as specified in UDO Section 7.2.7.

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

AYES: **Larry Dailey**
Jimmy Green
Paul Gainer
Christopher Scruggs
Kay C. Jamison
James Lee
John Hunter

NAYS: **None**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 7, 2017

GPC #17-17-CU

Deliverance Missionary Baptist Church

1412 HWY 90 Conditional Use-Major

VII. NEW BUSINESS

A. Deliverance Missionary Baptist Church request for a Conditional Use - Major that would allow a Church in a C-3, Highway Commercial Zoning District (GPC# 17-17-CU).

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

1. Chairman announces the case.

2. Chairman makes statement, “This is a Public Hearing and all statements to be made need to be true and accurate for the record.”

3. Staff gives brief overview of case.

4. Applicant presents their case.

5. Anyone to speak in support of the Request? Please state your name and address for the record.

6. Anyone to speak in opposition of the Request? Please state your name and address for the record.

7. Any final comments from the applicant?

8. Questions from Commission?

9. Chairman closes public hearing – “This closes the Public Hearing portion of this case” bang of gavel

10. Motion/Deliberation/Vote

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: December 7, 2017

Subject: Conditional Use-Major Permit for Deliverance Missionary Baptist Church at 1412 HWY 90 GPC #17-17-CU

REQUEST:

The Planning Department has received a request from Reverend Robert Coker representative of Deliverance Missionary Baptist Church, for a Conditional Use-Major Permit that would allow a Church or Place of Worship in a C-3 Highway Commercial Zoning District at 1412 HWY 90, PID #82436365.000. The application fee of $250 was paid on October 17, 2017. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1412 HWY 90 (See Exhibit A)

2. General features of the proposed project:
   Total Building Area: 1,200 square feet
   Site Size: 1.32 Acres
   Year Building Constructed: 1981

3. Potable Water and Wastewater Services: Existing from City

4. The building is existing and was previously used as a rental property. The last known use of the property was a church.

5. Current Zoning (See Exhibit B): C-3 Highway Commercial

6. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the North, South, East, and West.

7. Current Surrounding Existing Land Use (See Exhibit C): Commercial-Retail to the North and South, Commercial Office to the East and Commercial Financial/Banking to the West.

8. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

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

A. The proposed use is compatible with the character of development in the vicinity relative to density, bulk and intensity of structures, parking, and other uses.

Staff Finding: The proposed use as church serves as a place of worship for the congregation. Staff finds that this use will be compatible with the properties in the vicinity due to the fact there are Commercial properties existing with surrounding uses; however, according to UDO Section 7.2.5 Table # 9, based on the number of chairs (members) called out in the applicant's narrative, the required number of parking spaces is 17. After visiting the site and reviewing the parking plan sketch included in the application, staff finds that the area designated for parking at this site is not sufficient to accommodate the number of required spaces for this specific use as called out in the UDO.

B. Any possible detrimental effects might occur as a result of the Conditional Use to the continued use, value, or development of properties in the vicinity.

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

C. Whether or not the proposed use will adversely affect vehicular or pedestrian traffic in the vicinity.

Staff Finding: The applicant states that the church will be servicing approximately fifty (50) members with adequate parking. Staff finds that there is an existing parking lot which is of adequate size to accommodate the amount of parking spaces required by the Unified Development Ordinance for this use according to the applicant's statement of the number of members of the congregation.

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

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

E. If the proposed use in harmony with the Comprehensive Plan.

Staff Response: Yes, the Comprehensive plan proposes High Impact Commercial in this area. The proposed use is a place of Worship (Church) which is allowed with a "Conditional Use" in the Unified Development Ordinance.

F. If the proposed use listed in the list of possible Conditional Uses in the particular Zoning District.

Staff Finding: Yes, according to the Unified Development Ordinance, a "Church or Place of Worship" is allowed with a "Conditional Use Major" in a C-3 Highway Commercial District.

G. Whether the proposed use will not be hazardous, detrimental, or disturbing, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances.

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

H. Whether the use conforms to all district regulations for the applicable district in which it is located, unless other provisions are specifically set forth in the application.

Staff Finding: The proposed use will conform to district regulations. This will be ensured by the Planning Department upon review of final submittals before permits are issued.

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

Staff finds that the proposed use may be compatible and harmonious with the Highway Commercial District and recommends approval with the following conditions:

1. ADA accessible parking shall be installed which meets the requirements of the City of Gautier's Unified Development Ordinance and The Americans with Disabilities Act.

2. The UDO requirement for the number of parking spaces is satisfied through either On-Site Shared Parking as specified in UDO Section 7.2.8 or through Off-Site Cooperative Parking as specified in UDO Section 7.2.7.

CONCLUSION:

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number
17-17-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION: FEE:

Conditional Use - Major X $250.00

TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR: FEE:

Conditional Use - Minor ______ $250.00

Name of Applicant: Deliverance Missionary Baptist Church

Name of Business: Same As Above Phone: ______

Property Address: 1410 Hwy 90 Mailing Address (if Different): Gautier, MS 39553

E-Mail Address: WilliamsFoxy@bellsouth.net rev. coker

Proposed Use Requiring Conditional Use: ______ (Refer to Article V, UDO) 627-9880

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

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

0 ✓ 2. Project Narrative (see attached).

0 ______ 4. Diagram of intended use (see attached).

N/A 4. Copy of protective covenants or deed restrictions, if any.

N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

0 ✓ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): [signature] Date of Application: 10.17.17

FOR OFFICE USE ONLY

Date Received 10-17-17 Verify as Complete [initials]

Fee Amount Received 250.00 Initials of Employee Receiving Application KM

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

I, Rose Marie Luke, the fee simple owner(s) of the following described property:

Address:
1412 Hwy 90
Gautier MS 39553

Parcel ID No.: 82436365.000

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

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

Rose Marie Luke
(Owner's Signature)

(Owner's Signature)

Notary Information: State of North Carolina
County of Wake

The foregoing instrument was acknowledged before me this 13th day of October, 2017 by Rose Marie Luke, who is personally known to me or has produced ______________ as identification and who did take an oath.

Sarah B. Luke
(Printed Name of Notary Public)

Sarah B. Luke
(Signature of Notary Public)

Commission # ______________. My commission expires 6/24/2020.

(Notary's Seal)

SARAH B. LUKE
NOTARY
PUBLIC
WAKE COUNTY, NC

CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
   yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. NO
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain. NO
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? YES
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how. YES
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. NO
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. YES

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

Deliverance Missionary Baptist Church will use this property hold church services every Sunday and Wednesday with occasional Saturday and Monday nights. We will use the parking that has been dedicated to this property. Currently, our membership is approximately 50 with an expected growth to 100. There will be religious programs geared towards encouraging our parishoners and community to help create a safe and productive city/community. We will abide by all city and state laws and will do our very best to be an assest to the community.

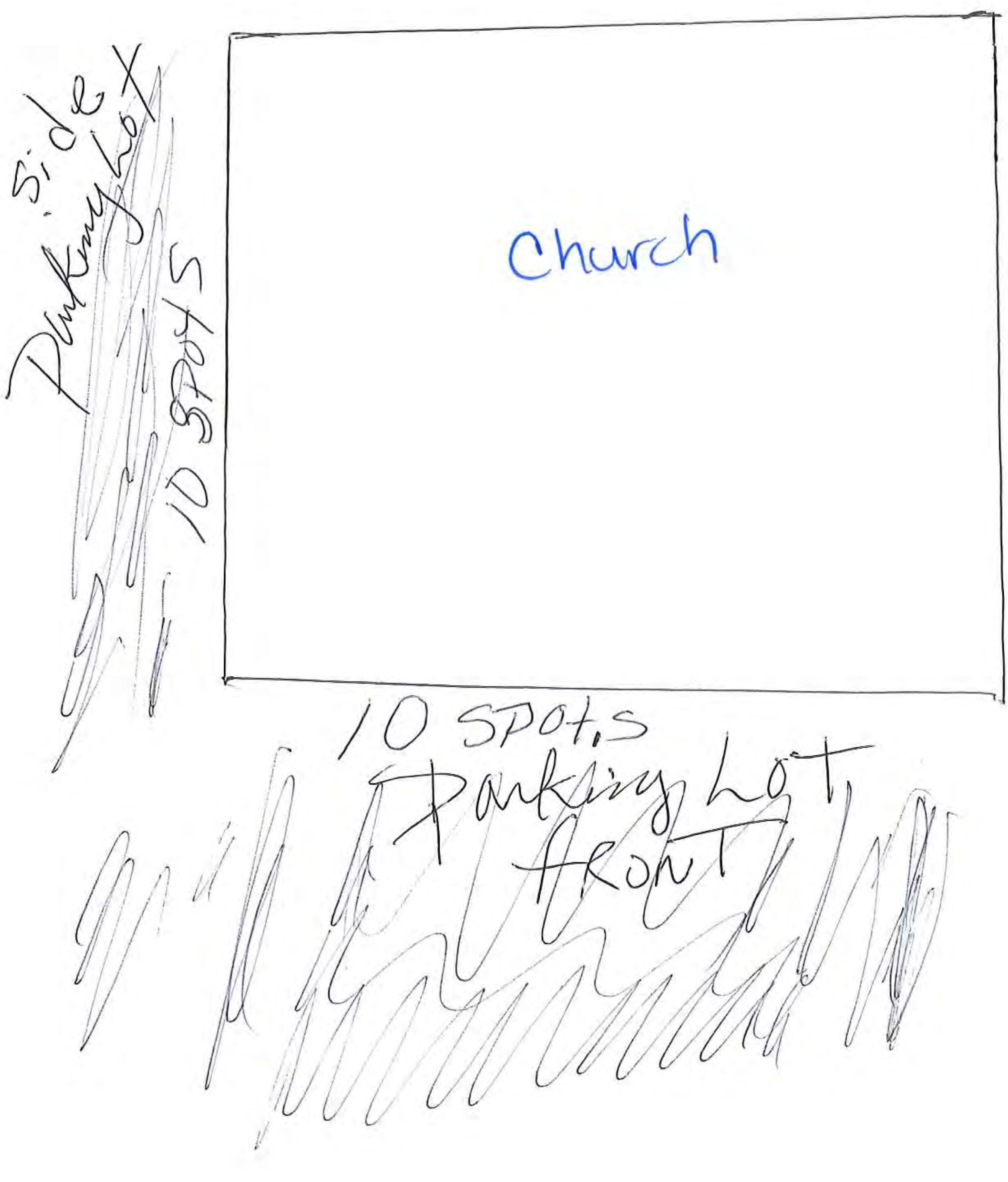
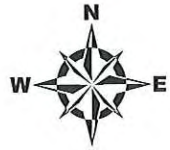

Side Parking Lot
10 SPOTS
Church
10 SPOTS
Parking Lot
FRONT

Exhibit A
Location Map

City Of Gautier
Planning Department

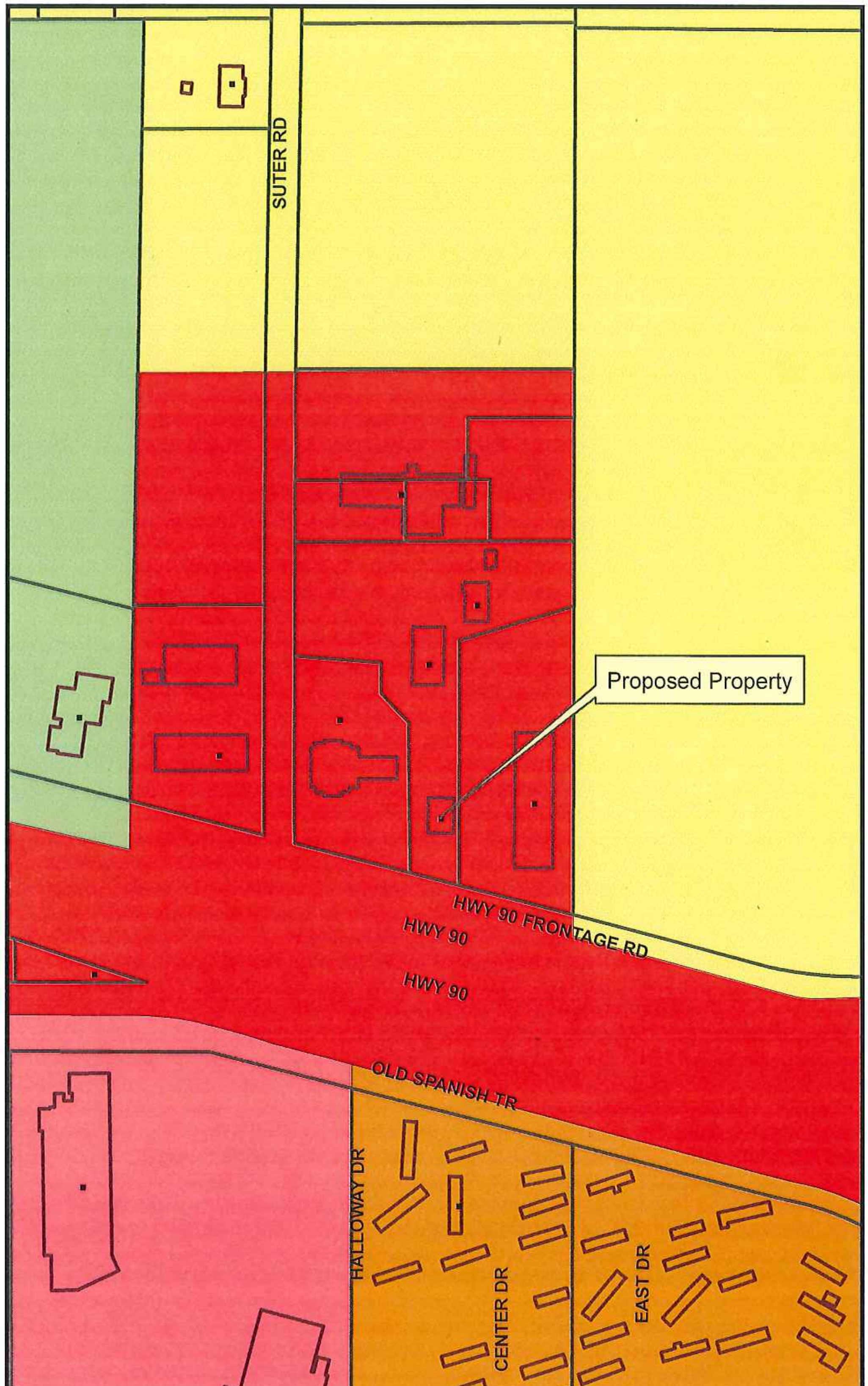


Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department



Legend

<all other values>

ZONECODE

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

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department

Legend

City_Limits
CorOverlay
GautierParTrimmed

EXISTING LAND USE

Commercial-Retail
Conservation
Civic
Industrial
Marina/Fish Camps
High Density Residential
Mobile Home
Mobile Home Park
Medium Density Residential
Office
Recreation
Very Low to Low Density Residential
Utility
Vacant

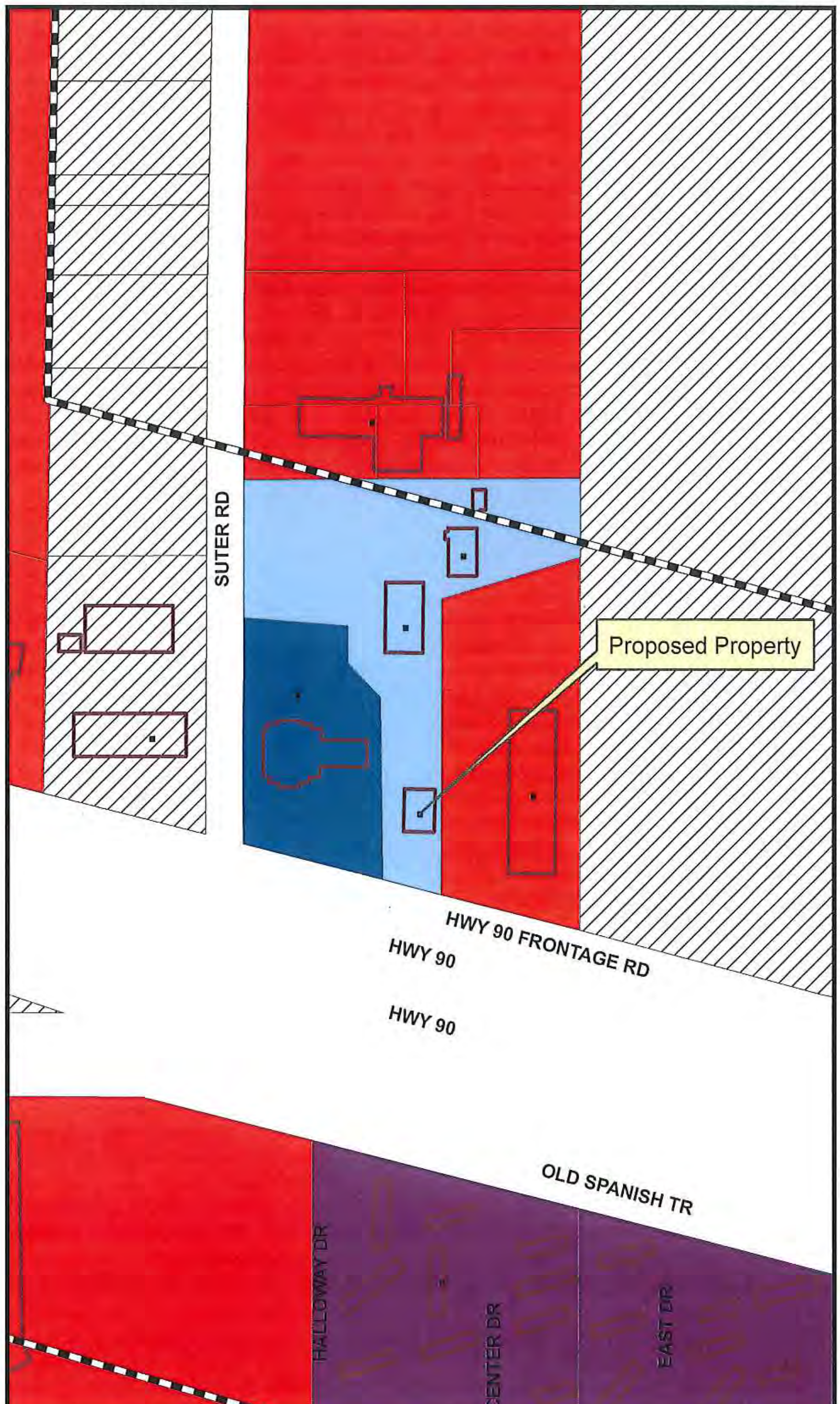
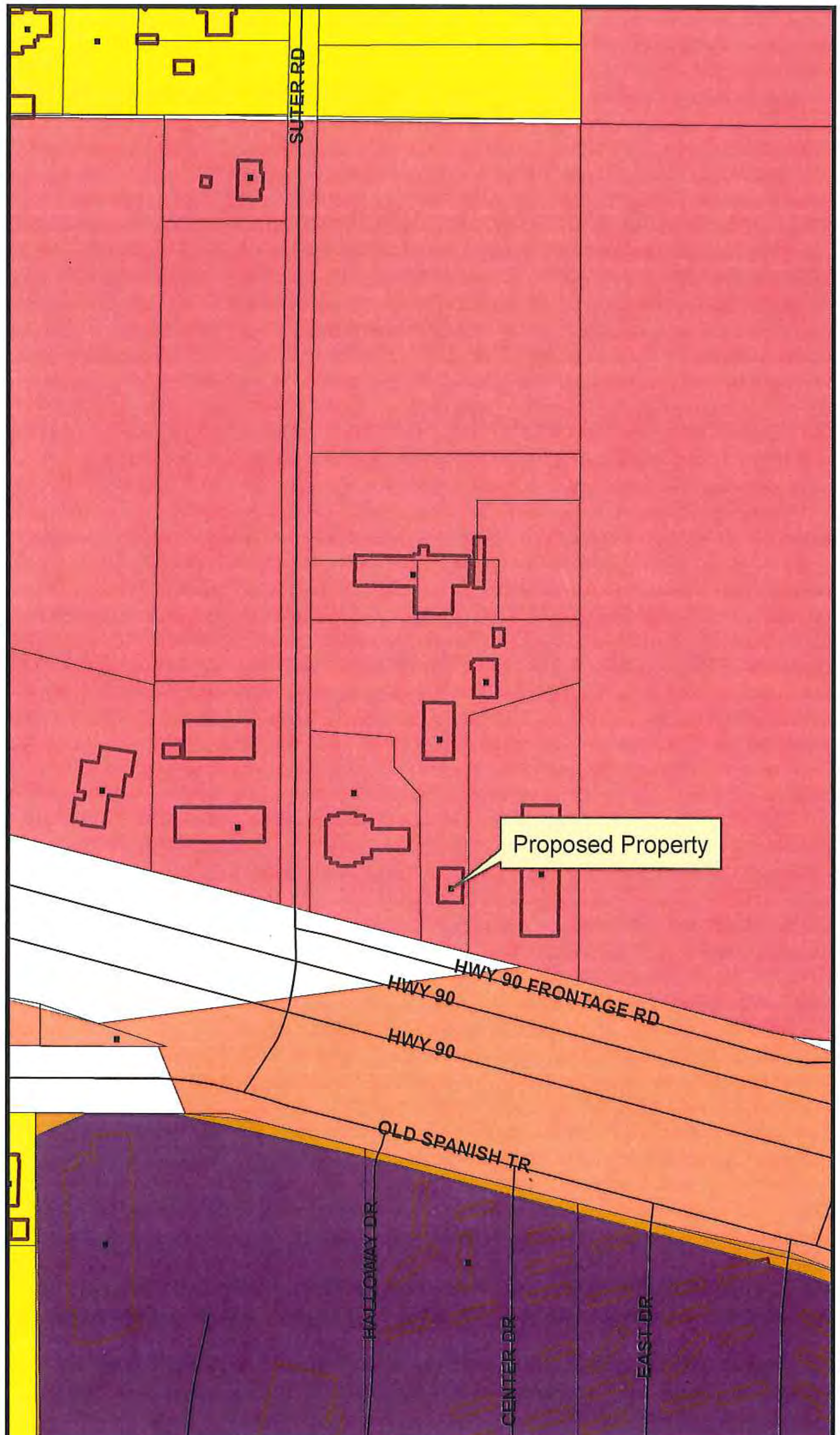


Exhibit D
Future Land Use Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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

Scott Ankerson, Planning Director/Building Official, presented Business Item #4 - GPC CASE # 17-19-UDO Amendment to Article IV of the City of Gautier Unified Development Ordinance to create a "Special Exception". Mr. Ankerson stated that in the changes in the UDO there are also 2 tables that need to be added to the Special Exception. First, Article 4 section 4.14 Table 1 – required reviews, which establishes that the special exception application must be reviewed by the Planning Commission and City Council. Secondly, Article 4 section 4.14.3 – Table 2 will establish the notification distance requirements which will be adjoining properties will have to be notified.

Councilman Vaughan made the motion to amend the UDO recommendation as presented.

Councilman Vaughan amended the motion to include the additional recommendations of the Planning Director concerning notification provisions. Councilwoman Martin seconded the motion and the vote carried unanimously.

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

ORDINANCE NUMBER 242-2017

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING ARTICLE IV, OF THE UNIFIED DEVELOPMENT ORDINANCE, BY ADDING A SECTION CREATING A SPECIAL EXCEPTION, REMOVING REDUNDANT REZONING PROCEDURES, AND AMENDING SUPPORTING ARTICLES AND SECTIONS; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER BE ADOPTED AS FOLLOWS:

Section 1. Authority & Intent

A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.

B. City Council finds the need for changes to the Unified Development Ordinance by adding a section creating a special exception, and amending supporting articles and sections; and

C. City Council finds the need for changes to the Unified Development Ordinance by removing redundant rezoning procedures, and amending supporting articles and sections; and

C. The Gautier Planning Commission held a public hearing, and after giving due public notice, recommended approval of this amended ordinance on December 7, 2017. The City Council considered the amendments on December 21, 2017.

Section 2. Adoption of Clarification Text Changes to the Unified Development Ordinance

The City of Gautier hereby adopts the attached changes to the Unified Development Ordinance by adding a section creating a special exception, removing redundant rezoning procedures, and amending supporting articles and sections.

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

Motion to approve the amended ordinance was made by **Councilman Vaughan**, and seconded by **Councilman Martin** and the following vote was recorded:

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

NAYS: **None**

Adopted: ____________________ ____________________________________
Phil Torjusen, Mayor

Attest:

____
Cynthia Russell, City Clerk

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director

Date: December 19, 2017

Subject: Consideration of an Amendment to Article IV and supporting sections of the Unified Development Ordinance to create a "Special Exception", and to remove redundant rezoning procedures. GPC #17-19-UDO

REQUEST:

The City Council has directed Planning Department Staff to draft an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, to create a "Special Exception", and to remove redundant rezoning procedures.

The "Special Exception" would be relevant when an applicant seeks to establish or expand a use not ordinarily permitted in a specific district.

BACKGROUND:

The Unified Development Ordinance currently contains both Conditional Use Major and Conditional Use Minor. Such specific "Conditional Use" allowances are called out specifically in Section 5.2.2, Tables 3, 4, and 5. These "Conditional Use" allowances are specific to the use called out in these tables and are specific to the zoning district in which they are allowed. Also, a "Conditional Use Major" runs with the land, transferring from owner to owner of the specific property for which the "Conditional Use" is granted.

DISCUSSION:

The City of Gautier's Unified Development Ordinance does not currently allow for a "Special Exception". Through this proposed process, the City will create a relaxation of the terms of the Unified Development Ordinance where such an "exception" will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions would be necessary when an applicant seeks to establish or expand a use not ordinarily permitted, by right or by Conditional Use, in a specific zoning district. In addition, "Special Exceptions" would not run with the land and could be revoked if the property changes ownership, the property is being utilized in a manner not permitted under the zoning regulations or "Special Exception", or the property ceases to be used for the purpose allowed in the "Special Exception" for a period of one hundred eight (180) consecutive days during the existence of the "Special Exception".

STAFF FINDINGS:

Staff finds that the creation of the "Special Exception" will enhance the usability of specific properties within the City that have been long previously developed prior to the establishment and adoption of the Unified Development Ordinance. Such "Special Exception" may allow for certain properties to re-establish a use previously enjoyed at that specific property or a use currently enjoyed by other properties in that district.

PLANNING COMMISION RECOMMENDATIONS:

Planning Commission recommends that Council approve the UDO amendment with the following changes: Add *and the effected property* to UDO Section 4.15.6 and UDO Section 4.16.3.

The City Council may:

1. Approve the UDO Amendments as presented; or

2. Approve the UDO Amendments with changes; or

3. Deny the UDO Amendments.

ATTACHMENTS:

1. Draft Ordinance

2. GPC Minute Excerpt

3. GPC Staff Report with Back Up

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING ARTICLE IV, OF THE UNIFIED DEVELOPMENT ORDINANCE, BY ADDING A SECTION CREATING A SPECIAL EXCEPTION, REMOVING REDUNDANT REZONING PROCEDURES, AND AMENDING SUPPORTING ARTICLES AND SECTIONS; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Table of Contents

Article II Definitions

HARDSHIP: ~~Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.~~

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

(1) the land in question cannot yield a reasonable return if used only

(a) for a purpose allowed in that zone (applicable to special exceptions), or

(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

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

SPECIAL EXCEPTION: a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district.

Article IV General Procedures

4.15.6 Public Notification

In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall and the affected property for the benefit of the public prior to a public hearing for a Zoning Map Change (Rezoning).

SECTION 4.16: ~~Comprehensive Rezoning~~ Special Exception

~~A comprehensive rezoning may be initiated by the following: property owners of twenty-five (25) contiguous parcels of land, the owner(s) of ten (10) acres of contiguous land, a recognized neighborhood association which includes the property involved and/or the Planning Director in consultation with the property owners affected.~~

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

4.16.1 ~~Study Required~~ Application for Special Exception

~~Prior to recommending a Comprehensive Rezoning, the Planning Director shall conduct a study that demonstrates:~~

Applications for a Special Exception may be filed on the appropriate application available from the Planning Department and shall include all requested information, attachments, and submittals.

~~**A.** The existing zoning in the subject area is not in accordance with the Comprehensive Plan, **and**~~

~~**B.** The need for additional land in the City having the same zoning classification as the one proposed; **and**~~

~~**C.** A substantial change in the land use character of the surrounding area that justifies the change in zoning; **or**~~

~~**D.** The probability of a mapping error in the Comprehensive Plan or the Unified Development Ordinance has occurred.~~

4.16.2 ~~Public Notification~~ Procedure

~~In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall for the benefit of the public prior to a public hearing for a comprehensive rezoning.~~

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria outlined below, and make a recommendation to City Council pursuant to UDO Section 4.1.4.4 (A and B). City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4.16.3 Notice of Public Hearing

Notice of the public hearing for the Special Exception shall be made in a newspaper of regular and general circulation in the city at least fifteen (15) days prior to the public hearing, and a notice shall be posted at City Hall and the affected property for the benefit of the public. Additionally, all adjoining property owners shall be notified by first class mail in accordance with UDO Section 4.14.3.

4.16.4 Criteria for Approval

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when the following criteria are established:

A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant;

B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare; and

C. That the special circumstances are not the result of actions of the applicant.

4.16.5 Limitations and Restrictions

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

A. The property changes ownership;

B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) consecutive days during the existence of the Special Exception.

Section 1. Authority & Intent

A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.

B. The Staff finds the need for comprehensive amendments to the Unified Development Ordinance.

C. The Gautier Planning Commission held a public hearing, after giving due public notice, and considered this ordinance on December 7, 2017.

Section 2. Adoption of an Amended Unified Development Ordinance

The City of Gautier hereby adopts the attached Amended Unified Development Ordinance to be incorporated into the City of Gautier's Code of Ordinances.

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

Adopted: ____________________ ____________________________________
Phil Torjusen, Mayor

Attest: Approved as to form and legal sufficiency.

____________________________ ____________________________________
Cindy Russell, City Clerk Josh Danos, City Attorney

New language is underlined.
Deleted language is ~~stricken~~.
To Be Codified.

Excerpt from December 7, 2017 Gautier Planning Commission Meeting:

Consideration of an Amendment to Article IV and supporting sections of the Unified Development Ordinance to create a “Special Exception”, and to remove redundant rezoning procedures. GPC #17-19-UDO

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the request.

REQUEST:

The City Council has directed Planning Department Staff to draft an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, to create a “Special Exception”. The “Special Exception” would be relevant when an applicant seeks to establish or expand a use not ordinarily permitted in a specific district.

BACKGROUND:

The Unified Development Ordinance currently contains both Conditional Use Major and Conditional Use Minor. Such specific “Conditional Use” allowances are called out specifically in Section 5.2.2, Tables 3, 4, and 5. These “Conditional Use” allowances are specific to the use called out in these tables and are specific to the zoning district in which they are allowed. Also, a “Conditional Use Major” runs with the land, transferring from owner to owner of the specific property for which the “Conditional Use” is granted.

DISCUSSION:

The City of Gautier’s Unified Development Ordinance does not currently allow for a “Special Exception”. Through this proposed process, the City will create a relaxation of the terms of the Unified Development Ordinance where such an “exception” will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions would be necessary when an applicant seeks to establish or expand a use not ordinarily permitted, by right or by Conditional Use, in a specific zoning district. In addition, “Special Exceptions” would not run with the land and could be revoked if the property changes ownership, the property is being utilized in a manner not permitted under the zoning regulations or “Special Exception”, or the property ceases to be used for the purpose allowed in the “Special Exception” for a period of one hundred eight (180) consecutive days during the existence of the “Special Exception”.

STAFF FINDINGS:

Staff finds that the creation of the “Special Exception” will enhance the usability of specific properties within the City that have been long previously developed prior to the establishment and adoption of the Unified Development Ordinance. Such “Special Exception” may allow for certain properties to re-establish a use previously enjoyed at that specific property or a use currently enjoyed by other properties in that district.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO text changes as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;

2. Recommend that City Council approve the UDO Amendment with changes; or

3. Recommend that City Council deny the UDO Amendment.

After a brief discussion the following action was taken:

Chairman Dailey made the motion to approve Staff recommendations as presented with the following additions (proposed changes reflected in red italics):

4.15.6 Public Notification

In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall *and the affected property* for the benefit of the public prior to a public hearing for a Zoning Map Change (Rezoning).

4.16.3 Notice of Public Hearing

Notice of the public hearing for the Special Exception shall be made in a newspaper of regular and general circulation in the city at least fifteen (15) days prior to the public hearing, and a notice shall be posted at City Hall *and the affected property* for the benefit of the public. Additionally, all adjoining property owners shall be notified by first class mail in accordance with UDO Section 4.14.3.

Commissioner Jamison seconded the motion and the following vote was taken:

AYES:	**Larry Dailey**
	Jimmy Green
	Paul Gainer
	Christopher Scruggs
	Kay C. Jamison
	James Lee
	John Hunter
NAYS:	**None**

Motion passed unanimously.

Gautier Planning Commission

Regular Meeting Agenda

December 7, 2017

Special Exception

UDO Amendment

VII. NEW BUSINESS

A. REQUEST TO AMEND THE UDO TO CREATE A SPECIAL EXCEPTION (CITY INITIATED) (GPC #17-19-UDO)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: December 7, 2017

Subject: Consideration of an Amendment to Article IV and supporting sections of the Unified Development Ordinance to create a "Special Exception". (City Initiated) GPC #17-19-UDO

REQUEST:

The City Council has directed Planning Department Staff to draft an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, to create a "Special Exception".

The "Special Exception" would be relevant when an applicant seeks to establish or expand a use not ordinarily permitted in a specific district.

BACKGROUND:

The Unified Development Ordinance currently contains both Conditional Use Major and Conditional Use Minor. Such specific "Conditional Use" allowances are called out specifically in Section 5.2.2, Tables 3, 4, and 5. These "Conditional Use" allowances are specific to the use called out in these tables and are specific to the zoning district in which they are allowed. Also, a "Conditional Use Major" runs with the land, transferring from owner to owner of the specific property for which the "Conditional Use" is granted.

DISCUSSION:

The City of Gautier's Unified Development Ordinance does not currently allow for a "Special Exception". Through this proposed process, the City will create a relaxation of the terms of the Unified Development Ordinance where such an "exception" will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions would be necessary when an applicant seeks to establish or expand a use not ordinarily permitted, by right or by Conditional Use, in a specific zoning district. In addition, "Special Exceptions" would not run with the land and could be revoked if the property changes ownership, the property is being utilized in a manner not permitted under the zoning regulations or "Special Exception", or the property ceases to be used for the purpose allowed in the "Special Exception" for a period of one hundred eight (180) consecutive days during the existence of the "Special Exception".

STAFF FINDINGS:

Staff finds that the creation of the “Special Exception” will enhance the usability of specific properties within the City that have been long previously developed prior to the establishment and adoption of the Unified Development Ordinance. Such “Special Exception” may allow for certain properties to re-establish a use previously enjoyed at that specific property or a use currently enjoyed by other properties in that district.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO text changes as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

ATTACHMENTS:

1. UDO Excerpts with proposed changes

GUEST HOUSE: A secondary residential structure which is detached from and incidental to the primary residence and which is designed and built to provide temporary living quarters for guests and relatives of the occupants of the principal residence.

GUN SHOP: An establishment where the principal activity involves the sale and/or repair of firearms and related supplies.

GUYED TOWER: A telecommunications tower that is supported in whole or in part by guy wires and ground.

HALF-WAY HOUSE: An establishment of four (4) or more persons primarily engaged in the provision of residential, social and personal care for individuals wherein supervision, rehabilitation, and counseling are provided to mainstream residents back into society, enabling them to live independently, but where medical care is not a major element. This includes establishments for persons involved in a program of recovery from addiction to alcohol or a controlled substance and those establishments engaged in parole and/or probation programs.

HARDSHIP: ~~Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.~~

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

(1) the land in question cannot yield a reasonable return if used only

(a) for a purpose allowed in that zone (applicable to special exceptions), or

(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

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

HEALTH CLUB OR FITNESS CENTER: A commercial use with interior spaces designed and used for physical exercise and sports which shall include private athletic clubs or recreational clubs and/or fitness centers offering exercise rooms, locker rooms, sauna and whirlpool facilities, weight training facilities, gymnasiums, racquetball and basketball courts and swimming facilities.

HEALTH DEPARTMENT: The State of Mississippi Department of Health or its successor agency such as the Jackson County Office of the Mississippi State Department of Health.

HEAVY EQUIPMENT SALES AND RENTAL: An establishment which rents and/or sells apparatus used in construction of commercial and industrial building, or roadways, such as but not limited to, trucks, trailers, loaders, cranes, backhoes, rollers, loaders, lifts, having a gross weight of 2.5 tons or more.

SITE: Any lot or unplatted parcel or any combination of contiguous lot or unplatted parcels of land with its appurtenances and buildings having a unity of use and ownership.

SITE PLAN: A plan prepared to scale showing accurately and with complete dimensions, the boundaries of a site and the location of all buildings, structures, uses, and principal site development features, including topography, infrastructure, protected trees, and landscaping proposed for a specific parcel of land.

SKETCH PLAN: Written and graphic documents that indicate in conceptual form the proposed land uses and their location.

SLOPE: Describes the steepness, incline, gradient or grade of a straight line. A higher slope value indicates a steeper incline.

SPECIAL EVENT: A temporary outdoor use on private or public property which extends beyond the normal uses and standards normally allowed by the zoning district such as festivals, fairs, block parties or parades. Such events are scheduled and designed to attract substantial crowds and traffic and require a Temporary Use Permit.

SPECIAL EVENT SIGN: Any sign or display which advertises an event such as a fair, special or annual city-wide event.

SPECIAL EXCEPTION: a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district.

SPECIAL PAVING: Interlocking pavers, bricks or special materials that are distinct from monolithic surfaces and call attention to entry areas, crosswalks and sidewalks.

SPECIAL SALES AND PROMOTION SIGN: Limited to pennants, banners, streamers, and air/gas filled figures for grand openings, anniversaries and special events.

SPECIALTY RETAIL SHOP: A commercial business that sells a limited range of merchandise, such as clothing and clothing accessories; jewelry; home and decorating accessories; crafts; antiques; musical instruments; floral arrangements; candy; hardware, bicycle and fitness equipment; cameras and electronic equipment, stationery and cards; hobby, toys and games; luggage and leather; and culinary stores. Most stores have an extensive width and depth of stock in the item they specialize in and provide high levels of service and expertise.

SPORTS FACILITY, PUBLIC: An indoor or outdoor recreational facility with seating or standing areas for the public where group sports such as baseball, softball, soccer, or hockey are played.

STABLE, PRIVATE: An accessory building which is designed and equipped to keep horses or other livestock for the private use of the property owner and not for remuneration, hire, or sale.

STABLE, PUBLIC: A principal building which is designed and equipped to keep horses or other livestock for commercial use including boarding, hire, and sale.

A. There was a mistake in the original zoning, or

B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

4.15.4 Three-Fifths Council Vote Needed

In accordance with *Mississippi Code Annotated Section 17-1-17 (1972)*, in case of a protest against such change signed by the owners of twenty (20) percent or more, either of the area of the lots included in such proposed change, or of those immediately adjacent to the rear thereof, extending one hundred sixty (160) feet therefrom or of those directly opposite thereto, extending one hundred sixty (160) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fifths (3/5) of the members of the City Council who are not required by law or ethical considerations to recuse themselves.

4.15.5 Rezoning by Court Order

In the event rezoning is required pursuant to a court order specifically establishing the zoning classification to be applicable to the property which is the subject matter of the suit, the procedural requirements of the Unified Development Ordinance for rezoning property shall not apply. A certified copy of the final court order shall be filed with the Planning Director after all available time for appeal has expired. The Planning Director shall enter the zoning change on the official zoning map and place the certified copy of the court order in the immediate area of the official zoning map, and cause the zoning change to be entered in the minutes of the City Council.

4.15.6 Public Notification

In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall for the benefit of the public prior to a public hearing for a Zoning Map Change (Rezoning).

SECTION 4.16: ~~Comprehensive Rezoning~~ Special Exception

~~A comprehensive rezoning may be initiated by the following: property owners of twenty-five (25) contiguous parcels of land, the owner(s) of ten (10) acres of contiguous land, a recognized neighborhood association which includes the property involved and/or the Planning Director in consultation with the property owners affected.~~

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

4.16.1 ~~Study Required~~ Application for Special Exception

~~Prior to recommending a Comprehensive Rezoning, the Planning Director shall conduct a study that demonstrates:~~

Applications for a Special Exception may be filed on the appropriate application available from the Planning Department and shall include all requested information, attachments, and submittals.

- ~~A. The existing zoning in the subject area is not in accordance with the Comprehensive Plan, **and**~~
- ~~B. The need for additional land in the City having the same zoning classification as the one proposed; **and**~~
- ~~C. A substantial change in the land use character of the surrounding area that justifies the change in zoning; **or**~~
- ~~D. The probability of a mapping error in the Comprehensive Plan or the Unified Development Ordinance has occurred.~~

4.16.2 ~~Public Notification~~ Procedure

~~In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall for the benefit of the public prior to a public hearing for a comprehensive rezoning.~~

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria outlined below, and make a recommendation to City Council pursuant to UDO Section 4.1.4.4 (A and B). City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4.16.3 Notice of Public Hearing

Notice of the public hearing for the Special Exception shall be made in a newspaper of regular and general circulation in the city at least fifteen (15) days prior to the public hearing, and a notice shall be posted at City Hall for the benefit of the public. Additionally, all adjoining property owners shall be notified by first class mail in accordance with UDO Section 4.14.3.

4.16.4 Criteria for Approval

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when the following criteria are established:

A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant;

B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare; and

C. That the special circumstances are not the result of actions of the applicant.

4.16.5 Limitations and Restrictions

Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

A. The property changes ownership;

B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) consecutive days during the existence of the Special Exception.

SECTION 4.17: Conditional Uses Both Minor and Major

The development and execution of this Ordinance is based upon the division of the community into districts, within which districts the use of land and building and the bulk and location of buildings and structures in relation to the land are substantially uniform. It is recognized, however, that there are certain uses which are generally compatible with the land uses permitted in a zoning district, but due to their unique characteristics, require individual review to ensure the appropriateness and compatibility of the use on any particular site. Certain uses may be allowed as enumerated in each of the zoning districts established in *Article V* in accordance with the standards and procedures of this Article and the standards enumerated for each Conditional Use in the district regulations.

A hearing for a Conditional Use-Major may be conducted under two separate circumstances: (a) in conjunction with the rezoning of the property, or (b) if the property is already zoned correctly, but the use is not permitted by right. In the case of a rezoning, the Conditional Use must meet the legal threshold required for any rezoning action.

4.17.1 Who may initiate

A request for a conditional use may be initiated by the property owner or agent of the owner provided:

A. The proposed use is listed as a Conditional Use in the specific district requirements of the existing or proposed zoning district of the property, **and**

B. Said property has not been denied a previous request for the same property or portion of the property within the past twelve (12) months; **and**

C. All procedures and provisions for a public hearing have been met.

4.17.2 Application for Conditional Use-Minor

A Conditional Use-Minor requires a Finding of Compatibility (FOC) by the Planning Director. Upon application review and after consideration of the surrounding properties and nature of the proposed use, the Director may approve, approve with conditions, or deny the application. These uses do not "run with the land" and may not be transferred from one owner to the next without application for a FOC by the Director.

4.17.3 Criteria for Approval of a Conditional Use-Minor

Councilwoman Martin made the motion to approve the Docket of Claims provided they are true and accurate. Councilman Jackson seconded the motion.

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

ORDER NUMBER 257-2017

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

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

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	180521	12/19/2017	12/01/2017			2,430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JAN 2018 NETWORK SERVICES	3247	11/14/2017		2,280.00
001-092-698	SYNCRONIZED EMAIL	3247	11/14/2017		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLENS TIRE AND WHEEL	180522	12/19/2017	12/01/2017			281.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	TIRE: K9 EXPLORER	180157	11/02/2017		60.00
001-100-638	DISMOUNT (2),MOUNT/BAL: U #55	180157	11/03/2017		33.00
001-100-638	PATCH TIRE: R #35	180157	11/09/2017		25.00
001-170-638	PATCH TIRE	180141	11/13/2017		25.00
001-170-639	TIRE (2)	180141	11/21/2017		138.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	180524	12/19/2017	12/01/2017			686.01	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	TIRE, TUBE, TOGGLE, SWCH,BOOT	42329	11/09/2017		38.30
001-100-570	REAR BRAKE PAD (2), ROTOR (2)	42330	11/13/2017		125.50
001-170-639	5GAL HYD FLUID (2)	42332	11/14/2017		99.00
001-170-639	AIR FILTER, TRAILER JACK	42333	11/17/2017		86.89
001-100-570	ROTOR (2), BRAKE PAD (2)	42334	11/21/2017		168.16
001-100-570	ROTOR (2), BRAKE PAD (2)	42335	11/29/2017		168.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180528	12/19/2017	12/01/2017			636.12	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	HANGER	1978475325	10/30/2017		17.96
001-170-638	FILTER,5QT & 1QT OIL,CONNECTOR	1978475357	10/30/2017		69.27
001-170-638	BATTERY	1978475452	10/31/2017		84.68
001-170-639	WIRE TIE, BATT CABLE (2)	1978475658	11/02/2017		26.97
001-161-638	1GAL CAR WASH	1978476218	11/07/2017		4.99
001-170-639	TUBE KIT,MALE CONN,FEMALE CAP	1978476863	11/14/2017		12.29
001-100-570	OIL FILTER GASKET: U #58	1978476889	11/14/2017		12.94
001-100-570	TENSIONER	1978476935	11/15/2017		33.31
001-100-570	30LB FREON	1978477094	11/16/2017		119.99
001-100-570	AC HOSE ASSY: U #19614	1978477105	11/16/2017		130.41
001-100-570	THERMO, OUTLET SEAL: U #12798	1978477468	11/20/2017		10.23
001-170-639	2.5GAL BLUE DEF	1978477476	11/20/2017		12.50
001-170-639	POWER PULL	1978477586	11/21/2017		29.99
001-161-638	FILTER,1QT & 5QT OIL,W/BLADE	1978477609	11/21/2017		41.82
001-100-570	HOSE CLAMP (10)	1978478095	11/27/2017		4.90
001-100-570	SEMI-MET PAD: U #33	1978478183	11/28/2017		23.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	180529	12/19/2017	12/04/2017			1,941.64	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	CAULK GUN, ROOF SEALANT (2)	901516	10/26/2017		6.55
001-205-559	DW 18V BATTERY, GORILLA GLUE	903489	10/30/2017		95.88
001-040-559	SHEET METAL SCREWS, WASHERS	903500	10/30/2017		3.69
001-170-577	FAUCET REPR:BUDDY DAVIS FIELD	902130	10/31/2017		30.14
001-205-559	SAFETY GLASSES	901971	10/31/2017		13.02
001-205-560	121-OZ OUTDOOR BLEACH (5)	915941	11/01/2017		23.18
001-170-559	3600-PSI PRESSURE WASHER	909264	11/02/2017		650.77

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	180529	12/19/2017	12/04/2017			1,941.64	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	BRASS COMBO WRENCH	915981	11/02/2017		7.71
001-161-559	LUBE,FILE GUIDE,DETERGENT (3)	902141	11/06/2017		64.16
001-161-559	LUBE,PAIL (3),CLNR,FILL VALVE	902261	11/07/2017		28.20
001-170-559	WP ELECTRIC RANGE: SR CENTER	901922	11/07/2017		390.09
001-161-559	DW 80-PC DRILL/DRIVE SET	902745	11/09/2017		20.47
001-170-559	3 WIRE ADAPTER(2),EXT CORD(3)	910263	11/09/2017		83.64
001-170-559	SAFETY CAP (12)	902641	11/09/2017		34.34
001-092-635	ROOF FLASHING C.HALL: H/NATE	902460	11/13/2017		16.15
001-001-615	SUPPLIES: CHRISTMAS FLOAT	901420	11/14/2017		78.71
001-001-615	SUPPLIES: CHRISTMAS FLOAT	902794	11/15/2017		136.10
001-170-559	SIGNS (4), PLIERS (2), GAUGE	903703	11/15/2017		73.60
001-161-559	PK VINYL NUMBERS, D-CON BAIT	914926	11/17/2017		9.28
001-161-559	WOODEN TRAP (2), 4-CT TRAP	913346	11/18/2017		5.64
001-170-559	MOP WRINGER BUCKET, DECK MOP	909400	11/20/2017		63.62
001-170-559	SPRING LINK (48)	909384	11/20/2017		80.64
001-161-559	BATTERIES: 4PK 9V & 24CT AA	902511	11/13/2017		26.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	180532	12/19/2017	12/05/2017			110.90	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	915838	12/01/2017		110.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	180534	12/19/2017	12/05/2017			1,400.53	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	LIGHT (2): E2	265204	11/02/2017		49.00
001-170-639	WIRE CONNECTOR (4): TRAILER	265197	11/02/2017		40.07
001-100-570	FAN: U #14403	265195	11/02/2017		140.00
001-170-639	WIRE CONNECTOR (3)	265252	11/06/2017		18.50
001-170-638	OIL FITTING,1GAL OIL(4): #603	265288	11/07/2017		89.39
001-100-570	1GAL OIL (2)	265289	11/07/2017		49.90
001-100-570	FAN: U #14404	265272	11/07/2017		140.00
001-100-570	COOLANT (2): U #14403	265214	11/07/2017		20.36
001-100-570	FLY WHEEL: U #15808	265305	11/08/2017		112.00
001-161-638	AIR FITTING (4): E4	265394	11/13/2017		19.69
001-161-638	1GAL ROTELLA OIL (6)	265395	11/13/2017		99.00
001-161-638	EXHAUST FLUID (8)	265396	11/13/2017		97.04
001-161-638	FILTER, WIPER (2), OIL (2)	265372	11/13/2017		46.73
001-170-639	PARTS (13): TRAILER LIGHT	265373	11/13/2017		63.93
001-100-570	BELT: U #62	265374	11/13/2017		31.35
001-100-570	RADIATOR: U # 12799	265429	11/15/2017		120.00
001-100-570	ANTIFREEZE (4): U #12799	265431	11/15/2017		54.24
001-161-638	FILTER, 1QT OIL (6): E2	265616	11/28/2017		30.38
001-100-570	HOSE, ANTIFREEZE (4):U #11762	265632	11/29/2017		80.45
001-170-638	FILTER, OIL (2): REC TRUCK	265633	11/29/2017		33.50
001-100-570	WIPER (10): POLICE DEPT	265670	11/30/2017		65.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	180538	12/19/2017	12/06/2017			35.00	________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000878894	11/30/2017		35.00

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
001	SYSCON INC			180541	12/19/2017	12/06/2017				1,475.00	
		001-010-698	DEC 2017 COURT SUPPORT				1-43659	12/04/2017			1,475.00
001	CABLE ONE INC			180542	12/19/2017	12/06/2017				130.07	
		001-092-698	DEC 2017: #107571481				11242017	12/01/2017			130.07
001	CABLE ONE INC			180543	12/19/2017	12/06/2017				168.18	
		001-170-698	NOV 2017: SR BLDG #120793682				10252017	11/01/2017			83.56
		001-170-698	DEC 2017: SR BLDG #120793682				11242017	12/01/2017			84.62
001	MALLETTE BROTHERS CONSTRUCTION INC			180545	12/19/2017	12/07/2017				3,923.70	
		001-201-576	18.06 TN RIP RAP				19499	12/04/2017			993.30
		001-201-576	97.66 TN SACTUN A-BASE				19499	12/04/2017			2,930.40
001	PASCAGOULA UTILITIES			180555	12/19/2017	12/11/2017				33.47	
		001-161-630	CENTRAL FIRE STN				8091	11/29/2017			15.89
		001-161-630	SOUTH FIRE STN				8277	11/29/2017			17.58
001	ADVANCE AUTO PARTS			180556	12/19/2017	12/11/2017				89.99	
		001-100-570	MPOWER JUMPIT JUMP STARTER				8151	11/14/2017			89.99
001	AT&T GLOBAL NETWORK SERVS LLC			180560	12/19/2017	12/12/2017				290.92	
		001-100-699	NCIC EQUIPMENT CHARGES				GC96026	12/01/2017			290.92
001	MS DEPT OF FINANCE & ADMIN			180562	12/19/2017	12/12/2017				22,967.75	
		001-000-300	NOV 2017 COURT ASSESSMENTS				11302017	12/04/2017			22,967.75
001	MS DEPT OF PUBLIC SAFETY			180563	12/19/2017	12/12/2017				1,386.00	
		001-000-300	NOV 2017 SPECIAL ASSESSMENTS				11302017	12/04/2017			1,386.00
001	MS DEPT OF PUBLIC SAFETY			180564	12/19/2017	12/12/2017				50.00	
		001-000-300	NOV 2017 INTERLOCK FEES				11302017	12/04/2017			50.00
001	BUTLER SNOW LLP			180566	12/19/2017	12/12/2017				3,000.00	
		001-040-699	FY 2016 BOND DISCLOSURE				03312017	03/31/2017			3,000.00

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COASTAL FIRE SAFETY LLC	180567	12/19/2017	12/12/2017			9,994.00	
001	C SPIRE WIRELESS	180568	12/19/2017	12/12/2017			886.36	
001	DIRECTV LLC	180570	12/19/2017	12/12/2017			132.96	
001	CREDIT CARD CENTER	180571	12/19/2017	12/12/2017			3,732.51	

COASTAL FIRE SAFETY LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-702	NETWORK VIDEO RECORDER	10112017	10/11/2017		1,699.00
001-170-702	IP CAMERA & BRACKET (12)	10112017	10/11/2017		3,360.00
001-170-702	POE SWITCH - 16 PORT	10112017	10/11/2017		369.00
001-170-702	WIRELESS BRIDGE N300 (2)	10112017	10/11/2017		538.00
001-170-702	WEATHERPROOF ENCLOSURE	10112017	10/11/2017		279.00
001-170-702	EQUIPMENT RACK,LCD MONITOR	10112017	10/11/2017		299.00
001-170-702	CONDUIT, PIPE, LABOR	10112017	10/11/2017		3,450.00

C SPIRE WIRELESS

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	11/30/2017		50.28
001-022-605	HR CELL PHONES	0030759348	11/30/2017		50.28
001-040-605	ADMIN CELL PHONES	0030759348	11/30/2017		134.75
001-090-605	BLDG-PLNG CELL PHONES	0030759348	11/30/2017		150.83
001-090-698	IPAD SERVICE (3)	0030759348	11/30/2017		102.57
001-094-605	GRANT-PROJ CELL PHONES	0030759348	11/30/2017		100.56
001-161-605	FIRE DEPT CELL PHONES	0030759348	11/30/2017		156.83
001-170-605	RECREATION CELL PHONES	0030759348	11/30/2017		120.41
001-205-605	MAINT CELL PHONES	0030759348	11/30/2017		19.85

DIRECTV LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	WEST STN: 022727663 (JAN)	12132017	12/14/2017		132.96

CREDIT CARD CENTER

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-509	REFUND: ROPES COURSE	10272017	10/27/2017		-80.00
001-161-681	HOTEL-MFIA SEMINAR: MCCOY	10272017	10/27/2017		207.00
001-001-681	HOTEL-SM TOWN CONF: TORJUSEN	10272017	10/27/2017		303.02
001-001-681	HOTEL-SM TOWN CONF: VAUGHAN	10272017	10/27/2017		303.02
001-100-559	TRUNK OR TREAT SUPPLIES	10302017	10/30/2017		164.66
001-001-681	HOTEL-SM TOWN CONF: ANDERSON	10282017	10/28/2017		303.02
001-022-559	ID BADGE SUPPLIES	11062017	11/06/2017		234.55
001-021-513	MS MASTERPCES:UTENSILS	11072017	11/07/2017		59.36
001-021-513	MS MASTERPCES:8 ARRANGEMENTS	11062017	11/06/2017		71.00
001-021-513	MS MASTERPCES:SUPPLIES	11072017	11/07/2017		114.69
001-021-513	MS MASTERPCES:STAGE LIGHTS	11072017	11/07/2017		254.07
001-021-513	MS MASTERPCES:REFND S LIGHTS	11092017	11/09/2017		-84.69
001-021-513	MS MASTERPCES:REFRESHMENTS	11092017	11/09/2017		66.51
001-021-513	MS MASTERPCES:TABLECLOTHS	11092017	11/09/2017		352.00
001-040-682	NIGP DUES: FARABEE,S	11092017	11/09/2017		190.00
001-021-513	MS MASTERPCES: FLOOR EASEL	11132017	11/13/2017		79.20
001-021-513	MS MASTERPCES: REFRESHMENTS	11142017	11/14/2017		75.00
001-022-682	SHRM DUES: PUGH, J	11152017	11/15/2017		199.00
001-001-615	CHRISTMAS FLOAT SUPPLIES	11172017	11/17/2017		188.91
001-161-681	EXPERT WITNESS CLASS: MCCOY	11172017	11/17/2017		347.19
001-170-513	MOVIE RENTAL: THE GRINCH	11222017	11/22/2017		385.00

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Amount	Approved/Disapproved
001	FUELMAN OF MS			180573	12/19/2017	12/12/2017				2,879.60		
		001-092-525	UNL FUEL				NP52023921	12/04/2017			46.95	
		001-100-525	UNL FUEL				NP52023921	12/04/2017			2,247.27	
		001-161-525	UNL & DSL FUEL				NP52023921	12/04/2017			427.40	
		001-170-525	UNL FUEL				NP52023921	12/04/2017			119.76	
		001-205-525	UNL FUEL				NP52023921	12/04/2017			38.22	
001	FUELMAN OF MS			180574	12/19/2017	12/12/2017				2,512.70		
		001-092-525	UNL FUEL				NP52067466	12/11/2017			28.46	
		001-100-525	UNL FUEL				NP52067466	12/11/2017			2,013.14	
		001-161-525	UNL & DSL FUEL				NP52067466	12/11/2017			344.05	
		001-170-525	UNL FUEL				NP52067466	12/11/2017			90.30	
		001-205-525	UNL FUEL				NP52067466	12/11/2017			36.75	
001	STEVEN DEREK NORSWORTHY			180575	12/19/2017	12/12/2017				400.00		
		001-021-513	MS MASTERPCES: ENTERTAINMENT				00014	11/10/2017			400.00	
001	MAGNOLIA STUDIO LLC			180576	12/19/2017	12/12/2017				750.00		
		001-021-615	DEC 2017: ADVERTISING PKG				832	12/05/2017			750.00	
001	MSC 7511			180577	12/19/2017	12/12/2017				470.88		
		001-092-698	FF0200-01 RENTAL FEE				INV2211610	12/05/2017			470.88	
001	CINDY RUSSELL,CUSTODIAN			180579	12/19/2017	12/12/2017				25.40		
		001-170-559	TAG: SWEEPER TRUCK				12042017	12/04/2017			12.70	
		001-170-559	TAG: PATHFINDER				12042017	12/04/2017			12.70	
001	MSC 7511			180580	12/19/2017	12/12/2017				146.70		
		001-100-699	FNK100-01 RENTAL FEE				INV2190704	11/22/2017			145.10	
		001-100-699	MPC2504EX USAGE: B/W				INV2190704	11/22/2017			1.60	
001	UNITED PARCEL SERVICE			180581	12/19/2017	12/12/2017				190.41		
		001-170-502	RTN POM POMS-OMNI CHEER				0Y99492487	12/02/2017			190.41	
001	JACKSON COUNTY ECONOMIC DEVELOPMENT			180583	12/19/2017	12/12/2017				2,000.00		
		001-021-643	2017 ANNUAL PLEDGE				561	12/01/2017			2,000.00	
001	COMM-TECH SOLUTIONS INC			180585	12/19/2017	12/13/2017				97.50		
		001-090-698	MV PHONE EXTS: 313 & 315				15931	12/12/2017			97.50	

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	180586	12/19/2017	12/13/2017			7,916.67	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-060-602	DEC 2017 RETAINER	48	12/13/2017		7,916.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION NO. 2	180587	12/19/2017	12/13/2017			275.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	6033445273	11/06/2017		70.42
001-205-535	MAINTENANCE	26K100225	11/13/2017		68.42
001-205-535	MAINTENANCE	26K101587	11/20/2017		68.42
001-205-535	MAINTENANCE	26K102977	11/27/2017		68.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	180595	12/19/2017	12/13/2017			1,286.84	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	SWEATSHIRT M/L/XL(48):GFD LOGO	19994	12/12/2017	180275	1,007.04
001-161-535	SWEATSHIRT 2X (8): GFD LOGO	19994	12/12/2017	180275	223.84
001-161-535	SWEATSHIRT 3X (2): GFD LOGO	19994	12/12/2017	180275	55.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	180596	12/19/2017	12/13/2017			58.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-559	BUSINESS CARD (250): MAYOR	93128	12/05/2017	180201	58.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	180597	12/19/2017	12/13/2017			454.29	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	MERIDIAN JACKET (3)	570193	12/06/2017	171116	402.99
001-100-559	SEW ON PATCH (6)	570193	12/06/2017	171116	6.00
001-100-559	GENESIS ID PANEL (3)	570193	12/06/2017	171116	45.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	180598	12/19/2017	12/13/2017			790.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	MSFA AIRPORT FF: ODOM, ROY	25851	12/05/2017	180069	790.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	180599	12/19/2017	12/13/2017			212.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	12/CTN 409 CLEANER	160028	12/01/2017	180227	36.99
001-092-510	96/CTN TISSUE	160028	12/01/2017	180227	26.40
001-092-510	1GAL PINE CLEANER (1)	160028	12/01/2017	180227	30.72
001-161-500	MONTHLY DESK PAD CALENDAR	160246	12/06/2017	180241	10.90
001-161-500	100/PK SHIPPING LABELS	160246	12/06/2017	180241	6.99
001-161-500	100/BX CLASP ENVELOPE 6X9	160246	12/06/2017	180241	6.75
001-092-510	12/CT JUMBO TISSUE	160246	12/06/2017	180241	29.49
001-092-510	CS/4 BMF PAPER TOWEL (3)	160531	12/11/2017	180286	64.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE CLARION LEDGER	180600	12/19/2017	12/13/2017			192.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	PUBLISH BID: DEMO MBLUFF ROW	0006189422	11/13/2017	180171	192.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PRECISION DELTA CORPORATION	180601	12/19/2017	12/13/2017			1,010.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	223 55GR BSTA 200 RD (5)	10628	12/08/2017	180230	761.75
001-100-559	12 GA 2 3/4 PELLET BUCK	10628	12/08/2017	180230	121.20

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved (Amount)
001	PRECISION DELTA CORPORATION			180601	12/19/2017	12/13/2017				1,010.25	(CONTINUED)
		001-100-559	12 GA 2 3/4 SUPER X SLUG				10628	12/08/2017	180230		127.30
001	A-1 AUTO PARTS			180602	12/19/2017	12/13/2017				876.79	
		001-161-638	LABOR: REPR AC SYSTEM				14517	11/16/2017	180204		391.95
		001-161-638	PARTS: CHEVY TAHOE				14517	11/16/2017			483.84
		001-161-638	HAZMAT				14517	11/16/2017			1.00
001	JOSETTES			180603	12/19/2017	12/13/2017				200.00	
		001-170-513	GRINCH COSTUME: CHRISTMAS EVT				113750	12/02/2017	180168		75.00
		001-170-513	RUDOLPH COSTUME: CHRISTMAS EVT				113750	12/02/2017	180168		125.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC			180604	12/19/2017	12/13/2017				82.00	
		001-170-513	PLAQUE (3): PET PARADE WINNERS				022498	11/27/2017	180210		42.00
		001-100-559	DOOR PLATE (4): CID				25841	12/05/2017	180190		40.00
001	OFFICE DEPOT, 1104			180605	12/19/2017	12/13/2017				577.96	
		001-161-500	SERTA SL EXEC CHAIR				9865638141	12/04/2017	180240		219.99
		001-161-500	SERTA SL SUPERT B&T CHAIR				9865638141	12/04/2017	180240		249.99
		001-161-500	STACK CHAIR GUEST (2)				9865638141	12/04/2017	180240		107.98
001	PASCAGOULA TIRE & SERVICE INC			180606	12/19/2017	12/13/2017				1,492.12	
		001-100-638	SET FS FIREHAWK GT: U #16808				78212	12/01/2017	180197		513.08
		001-100-638	SET FS FIREHAWK GT: U #55				78502	12/08/2017	180267		489.52
		001-100-638	SET FS FIREHAWK GT: U #125				78501	12/08/2017	180267		489.52
001	ROUND ISLAND DIVERS			180607	12/19/2017	12/13/2017				1,440.00	
		001-100-681	OPEN WATER CLASS: MCQUAGGE				2901002544	12/06/2017	180242		480.00
		001-100-681	OPEN WATER CLASS: ETHERIDGE				2901002544	12/06/2017	180242		480.00
		001-100-681	OPEN WATER CLASS: HYTER				2901002544	12/06/2017	180242		480.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL			180608	12/19/2017	12/13/2017				1,435.39	
		001-094-703	CHADWICK COLLECTION L DESK				3360139607	11/22/2017	180125		201.49
		001-094-703	CHADWICH COLLECTION HUTCH				3360139607	11/22/2017	180125		99.99
		001-094-703	5-SHELF CHADWICK BOOKCASE				3360139607	11/22/2017	180125		101.11
		001-094-703	CHADWICK LATERAL FILE				3360139607	11/22/2017	180125		124.99
		001-094-703	LEATHER RECEP CHAIR (2)				3360139607	11/22/2017	180125		240.38
		001-094-703	OSGOOD HIGH-BACK CHAIR				3360139607	11/22/2017	180125		99.99
		001-094-703	SYMPLE STUFF DESK CLOCK				3360139608	11/22/2017	180125		24.98
		001-010-500	2" STANDARD VIEW BINDER				3359602223	11/16/2017	180187		32.94
		001-045-559	FLAT PILE CARPET CHAIR MAT				3359602223	11/16/2017	180187		21.75
		001-045-559	HD EXPAND FILE LEGAL (2)				3359602223	11/16/2017	180187		32.36
		001-040-500	EXE DESKTOP TAPE DISPENSER				3359602223	11/16/2017	180187		3.50
		001-040-500	INVISIBLE TAPE 12/PK (2)				3359602223	11/16/2017	180187		12.88
		001-040-500	HP 950XL HYBLK/951 CMY 4/PK				3359602223	11/16/2017	180187		96.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	180608	12/19/2017	12/13/2017			1,435.39	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	9/PK CLEAR SM WIRE HOOK (2)	3359602223	11/16/2017	180187	13.66
001-040-500	PILOT PEN V5 PREMIUM 12/PK	3359602223	11/16/2017	180187	13.99
001-040-500	PILOT PEN V5 PREMIUM 12/PK	3359602223	11/16/2017	180187	13.99
001-045-559	TAPE DISPENSER NAVY BLUE	3360755123	11/16/2017	180187	11.49
001-090-500	PK POST-IT NOTE 3X3 (2)	3361291717	12/01/2017	180226	20.22
001-090-500	DZ BIC ATLANTIS PEN (2)	3361291717	12/01/2017	180226	17.00
001-090-500	MONTHLY DESK PAD 2018 (2)	3361291717	12/01/2017	180226	13.18
001-100-500	2-IN VIEW BINDER (8)	3361006677	11/30/2017	180213	54.40
001-100-500	BROTHER LABEL TAPE	3361006677	11/30/2017	180213	21.47
001-100-500	DZ UNI-BALL ELITE PENS (2)	3361006677	11/30/2017	180213	48.06
001-045-559	ONE TOUCH STAPLE REMOVER (2)	3361291709	12/01/2017	180225	6.06
001-045-559	SHARP EL2630PIII CALCULATOR	3361291709	12/01/2017	180225	73.04
001-045-559	WIRE LEGAL LETTER TRAY	3361291709	12/01/2017	180225	2.79
001-045-559	STAPLER ONE TOUCH DX4	3361291709	12/01/2017	180225	8.94
001-045-559	SHEARS STRAIGHT 8 BLACK	3361291709	12/01/2017	180225	8.59
001-045-559	ROTARY DESK ORGANIZER	3361291709	12/01/2017	180225	3.53
001-045-559	36X48 ECONOMY CHAIR MAT	3361291709	12/01/2017	180225	21.75
001-045-559	ELECTRONICS DUSTER 7OZ PK/2	3361291709	12/01/2017	180225	11.52
001-040-500	MESH PENCIL CUP ORGANIZER	3361291701	12/01/2017	180216	12.93
001-040-500	2 HORIZONTAL 6 UNIT ORGANIZER	3361291701	12/01/2017	180216	44.03
001-040-500	WIRE MESH DOCUMENT HOLDER	3361291701	12/01/2017	180216	12.49
001-040-500	ONE TOUCH STAPLE REMOVER	3361291701	12/01/2017	180216	3.03
001-040-500	10X13 EXP ENV 100/CT	3361291701	12/01/2017	180216	86.88
001-040-500	STAPLER ONE TOUCH DX4 BLACK	3361291701	12/01/2017	180216	8.94
001-094-703	CDT RTN:CHADWICK L DESK	3361291698	12/01/2017	180125	-201.49
001-094-703	CDT RTN:CHADWICK COLL HUTCH	3361291698	12/01/2017	180125	-99.99
001-094-703	CDT RTN:CHADWICK 5SHF BOOKCASE	3361291698	12/01/2017	180125	-101.11
001-094-703	CDT RTN:CHADWICK LATERAL FILE	3361291698	12/01/2017	180125	-124.99
001-094-703	CDT RTN:CHADWICK REC CHAIR(2)	3361291698	12/01/2017	180125	-240.38
001-094-703	CDT RTN:OSGOOD H/BACK CHAIR	3361291698	12/01/2017	180125	-99.99
001-022-500	BOX LEGAL INTERIOR FOLDERS	3360755124	11/26/2017	180207	48.49
001-022-500	PLASTIC COMB SPINES PK/25 (2)	3360139609	11/22/2017	180207	8.98
001-022-500	BINDER COVER CLR LETTER SIZE	3360139609	11/22/2017	180207	37.64
001-022-500	EXECUTIVE BINDING COVERS	3360139609	11/22/2017	180207	25.06
001-022-500	DAB 'N SEAL ENVELOPE PK/4	3360139609	11/22/2017	180207	5.97
001-022-500	COLORED CARDSTOCK	3360139609	11/22/2017	180207	15.49
001-022-500	BOX LEGAL CLASS FOLDERS (2)	3360139609	11/22/2017	180207	75.04
001-022-500	11X17 COPY PAPER RM (5)	3360139609	11/22/2017	180207	40.40
001-022-500	POST-IT NOTES 3X3 PK/10	3360139609	11/22/2017	180207	17.99
001-022-500	HP950XL HYBLK/951 CMY PK/4 (2)	3360139609	11/22/2017	180207	193.98
001-022-500	PK/2 DYMO LETRATAG	3360139609	11/22/2017	180207	9.99
001-022-500	STAPLES CARDER CHAIR	3360139609	11/22/2017	180207	187.99
001-022-500	CDT RTN: POST-IT NOTES 3X3	3361006671	11/30/2017	180207	-17.99
001-022-500	16GB CRUZER GLIDE FLASH DRIVE	3361291714	12/01/2017	180207	10.99
001-022-500	POST-IT NOTES 3X3 PK/10	3361006673	11/30/2017	180207	17.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BARNEYS POLICE AND HUNTING SUPPLIES	180610	12/19/2017	12/13/2017			1,158.23	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-799	KIT,K9 DEPLOY & HEAT ALERT	0017029-0	11/22/2017	180096	1,088.23
001-100-799	SHIPPING	0017029-0	11/22/2017	180096	70.00

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant / Account Number	Trans # / Description	Release Date	Claim Date / Invoice #	Claim Number / Date	Check Number / P.O.	Claim Amount	Approved/Disapproved / Amount
001	BILOXI AUTO RECYCLING INC	180611	12/19/2017	12/13/2017			175.00	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-100-570	WHEEL: NEW EXPLORER		90334	11/15/2017	180192		175.00
001	BAYSIDE CHRYSLER DODGE JEEP INC	180613	12/19/2017	12/13/2017			95.00	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-100-638	DIAGNOSTIC/LABOR: DODGE CHGR		6052444	11/15/2017	180189		95.00
001	APOSTC LAW ENFORCEMENT ACADEMY	180614	12/19/2017	12/13/2017			240.00	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-100-681	APOSTC FTO COURSE: MONTGOMERY		1209	11/30/2017	180118		80.00
	001-100-681	APOSTC FTO COURSE: HOLTER		1209	11/30/2017	180118		80.00
	001-100-681	APOSTC FTO COURSE: BURKES		1209	11/30/2017	180118		80.00
001	SAFEGUARD BUSINESS SYSTEMS INC	180615	12/19/2017	12/13/2017			1,091.76	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-010-620	UNIFORM ARREST TICKET(10,000)		03258423	11/27/2017	180108		1,042.00
	001-010-620	SHIPPING		03258423	11/27/2017	180108		49.76
001	SOUTHERN TIRE MART LLC	180617	12/19/2017	12/13/2017			1,338.15	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-161-638	VALVE STEM, STEEL: E2		12361030	11/30/2017	180215		6.00
	001-161-638	SERVICE CALL		12361030	11/30/2017	180182		60.00
	001-161-638	TIRE CHANGE		12361030	11/30/2017			25.00
	001-161-638	TIRE 315/80R22.5 FS40 20 PLY		12361030	11/30/2017			478.05
	001-161-638	OTHER		12361030	11/30/2017			-53.47
	001-161-638	FET		12361030	11/30/2017			55.47
	001-161-638	VALVE STEM, STEEL (2): E4		12361132	11/30/2017			12.00
	001-161-638	TIRE CHANGE (2)		12361132	11/30/2017			50.00
	001-161-638	SERVICE CALL		12361132	11/30/2017			60.00
	001-161-638	TIRE 11R22.5 FD663 LRH (2)		12361132	11/30/2017			641.10
	001-161-638	OTHER		12361132	11/30/2017			-54.78
	001-161-638	FETFGOV		12361132	11/30/2017			58.78
001	CHARLES D THOMPSON SR	180618	12/19/2017	12/13/2017			250.00	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-205-560	MAINT STAND:NATURE'S PG GLOBE		5546	10/30/2017	180273		250.00
001	OCCUPATIONAL HEALTH CENTER INC	180620	12/19/2017	12/13/2017			535.00	
	Account Number	Description		Invoice #	Date	P.O.		Amount
	001-100-604	PRE-EMP PHYSICAL: LONGSTREET		130765	12/04/2017	180229		65.00
	001-100-604	PRE-EMP DRUG SCREEN:LONGSTREET		130765	12/04/2017	180229		60.00
	001-022-604	PRE-EMP PHYSICAL: JOHNSTON		130765	12/04/2017	180163		65.00
	001-022-604	PRE-EMP DRUG SCREEN: JOHNSTON		130765	12/04/2017	180163		30.00
	001-022-604	PRE-EMP PHYSICAL: ESHLIMAN		130765	12/04/2017	180113		65.00
	001-022-604	PRE-EMP DRUG SCREEN: ESHILMAN		130765	12/04/2017	180113		30.00
	001-022-604	PRE-EMP PHYSICAL: COPELAND		130765	12/04/2017	180202		65.00
	001-022-604	PRE-EMP DRUG SCREEN: COPELAND		130765	12/04/2017	180202		30.00
	001-100-604	PRE-EMP DRUG SCREEN: KEPFER		130765	12/04/2017	180203		60.00
	001-100-604	PRE-EMP PHYSICAL: KEPFER		130765	12/04/2017	180203		65.00

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	180621	12/19/2017	12/13/2017			159.90	
001	AUDIOWAVE INC	180622	12/19/2017	12/13/2017			1,560.00	
001	FAMILY FROZEN FOODS	180623	12/19/2017	12/13/2017			52.20	

ECONOMY BOOTS SALES & SERVICE

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	DUTY BOOTS: KILLEN , G	40287	11/28/2017	180172	89.95
001-161-535	DRESS SHOES: NORTHINGTON, Z	40325	12/08/2017	180287	69.95

AUDIOWAVE INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	INSTALL EQUIPMENT: U #19689	A48254	12/02/2017	180177	1,560.00

FAMILY FROZEN FOODS

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	24/8OZ MILK (4):CHRISTMAS EVT	67767	11/28/2017	180214	52.20

FUND TOTAL 1 Claims to Checks 60 Total 90,212.22 Manual Held Total 90,212.22

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	CREDIT CARD CENTER	180572	12/19/2017	12/12/2017			585.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-799	DKSR 18-55MM CAMERA:F MARSHALL	10302017	10/30/2017		585.88

FUND TOTAL 160 Claims to Checks 1 Total 585.88 Manual Held Total 585.88

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	180525	12/19/2017	12/01/2017			230.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	REPR PARTS (17): SPRAYER		42328	11/07/2017			121.43
	176-170-639	PUMP: SPRAYER		42331	11/10/2017			109.20
176	STEINER SAW & MOWER	180526	12/19/2017	12/01/2017			123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	REWIND STARTER		649928	11/27/2017			78.00
	176-170-639	CARB, CARB KIT		649938	11/30/2017			45.00
176	O'REILLY AUTO PARTS	180527	12/19/2017	12/01/2017			236.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	STABILIZER,EXT,CONN(2),CLIPS		1978476361	11/09/2017			46.94
	176-170-639	CUTTER,CONN KIT,SPLICE,TERM		1978476830	11/14/2017			57.94
	176-170-638	STARTER, CORE CHG		1978477448	11/20/2017			152.05
	176-170-638	RTN CREDIT: CORE CHG		1978477469	11/20/2017			-20.00
176	LOWES HOME CENTERS INC	180530	12/19/2017	12/04/2017			118.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	CAMPSITE REPR: LOT #13		902195	10/25/2017			7.45
	176-170-635	AC DRAIN REPR: SHEPARD		902182	11/06/2017			7.10
	176-170-635	AC DRAIN REPR: SHEPARD		902248	11/09/2017			4.14
	176-170-635	AC DRAIN REPR: SHEPARD		902478	11/08/2017			17.32
	176-170-639	PARTS: REPR SPRAYER		902740	11/09/2017			48.65
	176-170-586	BOAT LAUNCH REPR: SHEPARD		903666	11/15/2017			34.02
176	AUTO TRUCK AND TRAILER PARTS INC	180535	12/19/2017	12/05/2017			37.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	REPR PARTS (4): TRAILER		265306	11/08/2017			37.65
176	C SPIRE WIRELESS	180569	12/19/2017	12/12/2017			50.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	11/30/2017			50.28

FUND TOTAL 176 Claims to Checks 6 Total 797.17 Manual Held Total 797.17

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	180523	12/19/2017	12/01/2017			180,357.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	NOV 2017 OPERATION FEE		GAUTIER060	12/01/2017			180,357.75
400	LOWES HOME CENTERS INC	180531	12/19/2017	12/05/2017			2,526.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	GROUND TERMINAL (4), FUSE (3)		910781	10/25/2017			22.23
	400-651-581	SUPPLIES: AUTO FLUSHERS		921055	10/25/2017			117.98
	400-651-581	SUPPLIES: AUTO FLUSHERS		910935	10/26/2017			50.00
	400-651-582	SUPPLIES: WATER TRMT PLANT		903481	10/30/2017			56.52
	400-651-582	SUPPLIES: WATER TRMT PLANT		902197	10/31/2017			19.05
	400-650-635	124-OZ PAINT(2),ROLLER,OUTLET		901112	11/01/2017			89.11
	400-651-583	STRUT (2), NUT (2), FUSE (5)		909034	11/01/2017			106.52
	400-650-635	SUPPLIES: REMODEL PW OFFICES		901371	11/03/2017			675.05
	400-650-635	WALL BASE (32), CEILING LIGHT		901981	11/08/2017			99.71
	400-650-559	KEY BLANK (3)		902640	11/09/2017			6.91
	400-650-559	LED LIGHT		901030	11/09/2017			51.20
	400-650-635	SUPPLIES: PW OFFICES		901520	11/15/2017			1,174.00
	400-650-559	128-OZ FLOOR POLISH (2)		901501	11/15/2017			31.60
	400-650-635	12-FT STEEL CEILING GRID (5)		901567	11/16/2017			26.75
400	JACKSON COUNTY UTILITY AUTHORITY	180533	12/19/2017	12/05/2017			174,032.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	DEC 2017 TREATMENT CHGS		124121	12/01/2017			168,061.00
	400-651-668	FY 2017 ACTUAL FLOW ADJ		124121	12/01/2017			5,971.00
400	IRBY'S ANSWERING SERVICE	180544	12/19/2017	12/07/2017			451.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	73 CALL OUTS: 11/1-11/28/17		277-112917	11/29/2017			34.31
	400-650-698	634 AGENT MTS: 11/1-11/28/17		277-112917	11/29/2017			164.72
	400-650-698	BASE RATE: 11/29-12/26/17		277-112917	11/29/2017			252.00
400	CINDY RUSSELL,CUSTODIAN	180578	12/19/2017	12/12/2017			50.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	WINDOW BLIND		11092017	12/04/2017			5.48
	400-650-559	CHRISTMAS DECORATIONS		11092017	12/04/2017			44.94
400	UNITED PARCEL SERVICE	180582	12/19/2017	12/12/2017			370.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			58.77
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			38.40
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			38.40
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			40.60
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			40.60
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			36.41
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			25.65
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			32.10
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			31.01
	400-650-607	RTN METER-WARRANTY: MUELLER		0Y99492487	12/02/2017			28.79

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	180609	12/19/2017	12/13/2017			160.98	
	Account Number: 400-650-703	Description: SS 5 SHELF BOOKCASE (2)		Invoice #: 3358869203	Date: 11/08/2017	P.O.: 180112	Amount: 160.98	
400	ENGEL ELECTRIC LLC	180612	12/19/2017	12/13/2017			4,980.00	
	Account Number: 400-650-635	Description: DEMO/INSTALL FLOORING:PW BLDG		Invoice #: S171128201	Date: 12/19/2017	P.O.: 180206	Amount: 4,980.00	
400	CORE & MAIN LP	180616	12/19/2017	12/13/2017			3,317.92	
	Account Number: 400-651-581	Description: SOLID 20' SOILTIGHT (200)		Invoice #: I159983	Date: 11/28/2017	P.O.: 180184	Amount: 1,244.00	
	Account Number: 400-651-581	Description: 2X4 BRASS NIPPLE NO LEAD (10)		Invoice #: I115853	Date: 11/20/2017	P.O.: 180184	Amount: 104.30	
	Account Number: 400-651-581	Description: 3/4 CPLG PJ (CTS) NO LEAD (12)		Invoice #: I150050	Date: 11/22/2017	P.O.: 180184	Amount: 255.48	
	Account Number: 400-651-581	Description: 5/8X3/4 PJCTSXMN NO LEAD (12)		Invoice #: I150050	Date: 11/22/2017	P.O.: 180184	Amount: 430.80	
	Account Number: 400-651-581	Description: 1 CORP CCXPJ (CTS) NO LEAD (6)		Invoice #: I150050	Date: 11/22/2017	P.O.: 180184	Amount: 236.64	
	Account Number: 400-651-581	Description: 10X3/4 BRASS SAD F/PVC (6)		Invoice #: I150050	Date: 11/22/2017	P.O.: 180184	Amount: 1,046.70	
400	PANDLE INC	180619	12/19/2017	12/13/2017			1,218.00	
	Account Number: 400-651-585	Description: 10.35 TNS HOT MIX ASPHALT		Invoice #: 17-0336	Date: 11/30/2017	P.O.: 180217	Amount: 724.50	
	Account Number: 400-651-585	Description: 7.05 TNS HOT MIX ASPHALT		Invoice #: 17-0331	Date: 11/27/2017	P.O.: 180209	Amount: 493.50	
400	MALLETTE BROTHERS CONSTRUCTION INC	180631	12/19/2017	12/14/2017			2,203.50	
	Account Number: 400-651-585	Description: 29.38 TN ASPHALT		Invoice #: 19499	Date: 12/04/2017	P.O.:	Amount: 2,203.50	

FUND TOTAL 400 Claims to Checks 11 Total 369,668.96 Manual Held Total 369,668.96

Docket of Claims
Release date from 12/19/2017 thru 12/19/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	180539	12/19/2017	12/06/2017			82,535.63	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	NOV 2017 RES GARBAGE SERV	0000878171	11/30/2017		80,021.51
404-677-693	NOV 2017 CART RENTAL	0000878171	11/30/2017		2,262.92
404-677-693	NOV 2017 COM CART RENTAL	0000878171	11/30/2017		251.20

FUND TOTAL 404 Claims to Checks 1 Total 82,535.63 Manual Held Total 82,535.63

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	60 Total	90,212.22	Manual	Held	Total	90,212.22
FUND 160 Claims	to	Checks	1 Total	585.88	Manual	Held	Total	585.88
FUND 176 Claims	to	Checks	6 Total	797.17	Manual	Held	Total	797.17
FUND 400 Claims	to	Checks	11 Total	369,668.96	Manual	Held	Total	369,668.96
FUND 404 Claims	to	Checks	1 Total	82,535.63	Manual	Held	Total	82,535.63
Total for all Funds		Checks	79 Total	543,799.86	Manual	Held	Total	543,799.86

Councilman Anderson made a motion to accept the lowest and best bidder JE Talley Construction, Inc. as recommended by the project engineer and give the Chief LPA Official (City Manager) approval to execute the contract with JE Talley Construction, Inc. for the Martin Bluff Road Widening Right of Way Demolition Project in an amount not to exceed $144,801.06, upon concurrence of MDOT. **Councilwoman Martin** seconded and the following vote was recorded:

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

NAYS: **None**

____

MAYOR

ATTEST:

____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Havens, Grants and Projects Director

Date: December 19, 2017

Subject: Martin Bluff Road Widening Right of Way Demolition Project Contract Execution

---

REQUEST:

The Grants and Projects Department requests City Council authorization to accept the bids of the recommended bidder and give the Chief LPA Official (City Manager) approval to execute the contract with JE Talley Construction, Inc. for the Martin Bluff Road Widening Right of Way Demolition Project in an amount not to exceed $144,801.06, upon concurrence of the Mississippi Department of Transportation.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now nearing the end of the right-of-way acquisition phase.

DISCUSSION:

This work includes demolition of all structures (including homes, fences, driveways, etc.) acquired by the City for the Martin Bluff Road Widening Project. On Dec. 13, 2017, 13 bids were received and opened on this project. The lowest and best bidder was JE Talley Construction, Inc., with a bid of $144,801.06. Once approved by council, a concurrence package will be sent to MDOT. Once approved by MDOT, the City may execute a contract with JE Talley Construction.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize acceptance of the bids of the recommended bidder and give the Chief LPA Official (City Manager) approval to execute the contract with JE Talley Construction, Inc. for the Martin Bluff Road Widening Right of Way Demolition Project in an amount not to exceed $144,801.06, upon concurrence of the Mississippi Department of Transportation.

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter/Official Bid Tabulation
2. Contract

Michael Baker
INTERNATIONAL

We Make a Difference

December 14, 2017

Ms. April Havens
Grants Coordinator
City of Gautier
3330 US Highway 90
Gautier, MS 39553

RE: Martin Bluff Road Demolition Project
STP-9194-00(001)LPA/105069-801000
City of Gautier, Jackson County, MS

Dear Ms. Havens,

Bids for the referenced project were received on Wednesday, December 13, 2017 and subsequently publicly opened and read aloud. A total of thirteen (13) bids were received and were read as follows:

1. JE Talley Contracting - $144,801.06
2. Twin L Construction, Inc. - $152,190.85
3. Jack Ferrill's Heavy Construction - $167,250.28
4. Construction Plus - $186,983.04
5. Keith Waits Construction - $201,623.50
6. WG Construction & Underground Utility - $214,663.85
7. AD&R, Inc. - $215,347.76
8. Coastal Development & Construction - $235,172.00
9. JE Borries, Inc. - $256,246.00
10. Mallette Brothers Construction, Inc. - $280.000.00
11. M & M Services, Inc. - $287.161.50

It shall be noted that a minor math error was encountered in the bid supplied by AD&R, Inc. and has been corrected and supplied herein. Stripped bids were received from Virginia Wrecking Co. Inc, and Vice Brothers Unlimited, LLC. These bids were not opened and not read aloud.

2113 Government Street., Suite D-3 | Ocean Springs, MS 39564
Office: 228.818.2839 | Fax:228.875.5187

M&D Construction, Inc. did not acknowledge the one addendum, therefore their bid was not considered.

A complete review of the documents received from each of the bidders was performed and a detailed tabulation of the bids was prepared. Based on our review of the bid documents received, Michael Baker International recommends awarding the project to the low bidder, JE Talley Construction, Inc., in the amount of $144,801.06 for the Martin Bluff Project Right-of-Way Structure Demolition Project.

We have prepared the required documentation for submittal and approval to the Mississippi Department of Transportation (MDOT), attached hereto. With the approval of the City Council, the package will be complete and ready to forward to MDOT for concurrence.

Should you have any questions, please do not hesitate to contact me at 228-818-2839.

Respectfully submitted,

Jeffrey D. May, P.E., PMP
Project Manager

Enclosure: Bid Tabulations
File: 162483

BID OPENING REPORT

CITY OF GAUTIER, MS
MARTIN BLUFF ROAD - ROW DEMO PROJECT
GAUTIER, MS
DECEMBER 13, 2017 @ 10:00 AM Local Time

PLAN HOLDERS NAME	BID BOND	ACKNOWLEDGEMENT OF ADDENDUM NO. 1	TOTAL BID AMOUNT
JE BORRIES, INC	X	X	$256,246.40
M&D CONSTRUCTION	X	Not Acknowledged	NOT READ
TWIN L CONSTRUCTION	X	X	$152,190.85
AD&R, INC	X	X	$215,351.04
TALLEY CONSTRUCTION	X	X	$144,801.06
WG CONSTRUCTION	X	X	$214,633.85
MALLETTE BROTHERS CONSTRUCTION CO.	X	X	280.000.00
VIRGINIA WRECKING			STRIPPED BID
KEITH WAITS CONSTRUCTION	X	X	$201,623.50
AE BOYER CO., LLC			No bid Submitted
CONSTRUCTION PLUS	X	X	$186,983.04
JACK FERRILL'S HEAVY EQUIPMENT DBA JHE CONSTRUCTION	X	X	$167,250.28
ASHLEY SAVARINO UNLIMITED CONSTRUCTION			No bid Submitted
COASTAL DEVELOPMENT & CONSTRUCTION	X	X	$235,172.00
M&M SERVICES, INC.	X	X	$287,161.50

I hereby certify that the above is a true and correct report of the bids as received.
Unit prices and extensions have not been checked.

BY: ______________________
MICHAEL BAKER INTERNATIONAL, INC.

Michael Baker INTERNATIONAL

Date Prepared: 012/13/2017

Martin Bluff Road Right-of-Way Structure Demolition
STP-9194-00(001)LPA/105069-801000

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXTENDED TOTAL	JE TALLEY CONSTRUCTION, INC. UNIT PRICE	JE TALLEY CONSTRUCTION, INC. EXTENDED TOTAL	TWIN L CONSTRUCTION, INC. UNIT PRICE	TWIN L CONSTRUCTION, INC. EXTENDED TOTAL
201-A001	CLEARING AND GRUBBING	ACRE	1	$ 2,000.00	$ 2,000.00	$ 5,445.00	$ 5,445.00	$ 3,500.00	$ 3,500.00
907-202-A	REMOVAL OF HOUSE	SF	34,316	$ 4.00	$ 137,264.00	$ 2.00	$ 68,632.00	$ 2.25	$ 77,211.00
907-202-A1	REMOVAL OF ASBESTOS CEILING	SF	2,400	$ 7.00	$ 16,800.00	$ 4.78	$ 11,472.00	$ 2.40	$ 5,760.00
907-202-A2	REMOVAL OF ASBESTOS FLOORING	SF	800	$ 4.00	$ 3,200.00	$ 2.24	$ 1,792.00	$ 2.45	$ 1,960.00
907-202-B	REMOVAL OF MAILBOX AND POST	EA	17	$ 20.00	$ 340.00	$ 30.25	$ 514.25	$ 35.30	$ 600.10
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,683	$ 8.00	$ 13,464.00	$ 2.12	$ 3,567.96	$ 2.10	$ 3,534.30
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	3,922	$ 7.00	$ 27,454.00	$ 1.51	$ 5,922.22	$ 1.30	$ 5,098.60
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	2,467	$ 10.00	$ 24,670.00	$ 10.89	$ 26,865.63	$ 10.55	$ 26,026.85
225-A001	GRASSING	ACRE	1	$ 1,000.00	$ 1,000.00	$ 3,025.00	$ 3,025.00	$ 3,500.00	$ 3,500.00
234-A001	TEMPORARY SILT FENCE	LF	4,000	$ 3.00	$ 12,000.00	$ 3.03	$ 12,120.00	$ 4.25	$ 17,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 11,909.60	$ 11,909.60	$ 3,025.00	$ 3,025.00	$ 4,500.00	$ 4,500.00
620-A001	MOBILIZATION	LS	1	$ 25,010.16	$ 25,010.16	$ 2,420.00	$ 2,420.00	$ 3,500.00	$ 3,500.00
				TOTAL BASE BID:	$ 275,111.76		$ 144,801.06		$ 152,190.85

Indicates math errors
1. Denotes incorrect extension
2. Denotes incorrect total base bid price

Michael Baker
INTERNATIONAL

Date Prepared: 012/13/2017

Martin Bluff Road Right-of-Way Structure Demolition
STP-9194-00(001)LPA/105069-801000

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXTENDED TOTAL	JACK FERRILL'S HEAVY EQUIPMENT UNIT PRICE	JACK FERRILL'S HEAVY EQUIPMENT EXTENDED TOTAL	CONSTRUCTION PLUS, LLC UNIT PRICE	CONSTRUCTION PLUS, LLC EXTENDED TOTAL
201-A001	CLEARING AND GRUBBING	ACRE	1	$ 2,000.00	$ 2,000.00	$ 4,500.00	$ 4,500.00	$ 7,500.00	$ 7,500.00
907-202-A	REMOVAL OF HOUSE	SF	34,316	$ 4.00	$ 137,264.00	$ 2.98	$ 102,261.68	$ 2.44	$ 83,731.04
907-202-A1	REMOVAL OF ASBESTOS CEILING	SF	2,400	$ 7.00	$ 16,800.00	$ 1.98	$ 4,752.00	$ 8.00	$ 19,200.00
907-202-A2	REMOVAL OF ASBESTOS FLOORING	SF	800	$ 4.00	$ 3,200.00	$ 1.80	$ 1,440.00	$ 8.00	$ 6,400.00
907-202-B	REMOVAL OF MAILBOX AND POST	EA	17	$ 20.00	$ 340.00	$ 45.00	$ 765.00	$ 10.00	$ 170.00
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,683	$ 8.00	$ 13,464.00	$ 4.85	$ 8,162.55	$ 3.50	$ 5,890.50
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	3,922	$ 7.00	$ 27,454.00	$ 0.65	$ 2,549.30	$ 2.50	$ 9,805.00
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	2,467	$ 10.00	$ 24,670.00	$ 9.25	$ 22,819.75	$ 9.50	$ 23,436.50
225-A001	GRASSING	ACRE	1	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 350.00	$ 350.00
234-A001	TEMPORARY SILT FENCE	LF	4,000	$ 3.00	$ 12,000.00	$ 3.25	$ 13,000.00	$ 4.00	$ 16,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 11,909.60	$ 11,909.60	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
620-A001	MOBILIZATION	LS	1	$ 25,010.16	$ 25,010.16	$ 2,500.00	$ 2,500.00	$ 13,000.00	$ 13,000.00
				TOTAL BASE BID: $	275,111.76		$ 167,250.28		$ 186,983.04

Indicates math errors
1. Denotes incorrect extension
2. Denotes incorrect total base bid price

Last Updated: 12/13/2017

Michael Baker INTERNATIONAL

Date Prepared: 012/13/2017

Martin Bluff Road Right-of-Way Structure Demolition
STP-9194-00(001)LPA/105069-801000

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		KEITH WAITS CONSTRUCTION		WG CONSTRUCTION & UNDERGROUND UTILITY, LLC	
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
201-A001	CLEARING AND GRUBBING	ACRE	1	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00	$ 8,500.00	$ 8,500.00
907-202-A	REMOVAL OF HOUSE	SF	34,316	$ 4.00	$ 137,264.00	$ 2.50	$ 85,790.00	$ 3.60	$ 123,537.60
907-202-A1	REMOVAL OF ASBESTOS CEILING	SF	2,400	$ 7.00	$ 16,800.00	$ 4.00	$ 9,600.00	$ 2.00	$ 4,800.00
907-202-A2	REMOVAL OF ASBESTOS FLOORING	SF	800	$ 4.00	$ 3,200.00	$ 4.00	$ 3,200.00	$ 2.00	$ 1,600.00
907-202-B	REMOVAL OF MAILBOX AND POST	EA	17	$ 20.00	$ 340.00	$ 75.00	$ 1,275.00	$ 5.00	$ 85.00
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,683	$ 8.00	$ 13,464.00	$ 2.50	$ 4,207.50	$ 4.75	$ 7,994.25
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	3,922	$ 7.00	$ 27,454.00	$ 1.75	$ 6,863.50	$ 3.50	$ 13,727.00
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	2,467	$ 10.00	$ 24,670.00	$ 12.50	$ 30,837.50	$ 10.00	$ 24,670.00
225-A001	GRASSING	ACRE	1	$ 1,000.00	$ 1,000.00	$ 3,850.00	$ 3,850.00	$ 350.00	$ 350.00
234-A001	TEMPORARY SILT FENCE	LF	4,000	$ 3.00	$ 12,000.00	$ 3.00	$ 12,000.00	$ 3.00	$ 12,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 11,909.60	$ 11,909.60	$ 5,500.00	$ 5,500.00	$ 900.00	$ 900.00
620-A001	MOBILIZATION	LS	1	$ 25,010.16	$ 25,010.16	$ 35,000.00	$ 35,000.00	$ 16,500.00	$ 16,500.00
				TOTAL BASE BID:	$ 275,111.76		$ 201,623.50		$ 214,663.85

Indicates math errors
1. Denotes incorrect extension
2. Denotes incorrect total base bid price

Michael Baker INTERNATIONAL

Date Prepared: 012/13/2017

Martin Bluff Road Right-of-Way Structure Demolition

STP-9194-00(001)LPA/105069-801000

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXTENDED TOTAL	AD&R, INC. UNIT PRICE	AD&R, INC. EXTENDED TOTAL		COASTAL DEVELOPMENT & CONSTRUCTION UNIT PRICE	COASTAL DEVELOPMENT & CONSTRUCTION EXTENDED TOTAL
201-A001	CLEARING AND GRUBBING	ACRE	1	$ 2,000.00	$ 2,000.00	$ 11,900.00	$ 11,900.00		$ 10,000.00	$ 10,000.00
907-202-A	REMOVAL OF HOUSE	SF	34,316	$ 4.00	$ 137,264.00	$ 3.26	$ 111,870.16	1	$ 3.50	$ 120,106.00
907-202-A1	REMOVAL OF ASBESTOS CEILING	SF	2,400	$ 7.00	$ 16,800.00	$ 5.83	$ 13,992.00	1	$ 6.00	$ 14,400.00
907-202-A2	REMOVAL OF ASBESTOS FLOORING	SF	800	$ 4.00	$ 3,200.00	$ 5.25	$ 4,200.00		$ 3.50	$ 2,800.00
907-202-B	REMOVAL OF MAILBOX AND POST	EA	17	$ 20.00	$ 340.00	$ 28.00	$ 476.00		$ 50.00	$ 850.00
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,683	$ 8.00	$ 13,464.00	$ 11.90	$ 20,027.70		$ 5.50	$ 9,256.50
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	3,922	$ 7.00	$ 27,454.00	$ 1.40	$ 5,490.80		$ 1.00	$ 3,922.00
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	2,467	$ 10.00	$ 24,670.00	$ 13.30	$ 32,811.10		$ 12.50	$ 30,837.50
225-A001	GRASSING	ACRE	1	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00		$ 3,000.00	$ 3,000.00
234-A001	TEMPORARY SILT FENCE	LF	4,000	$ 3.00	$ 12,000.00	$ 2.77	$ 11,080.00	1	$ 3.00	$ 12,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 11,909.60	$ 11,909.60	$ 1,400.00	$ 1,400.00		$ 3,000.00	$ 3,000.00
620-A001	MOBILIZATION	LS	1	$ 25,010.16	$ 25,010.16	$ 700.00	$ 700.00		$ 25,000.00	$ 25,000.00
				TOTAL BASE BID:	$ 275,111.76		$ 215,347.76	2		$ 235,172.00

Indicates math errors

1. Denotes incorrect extension
2. Denotes incorrect total base bid price

Michael Baker INTERNATIONAL

Date Prepared: 012/13/2017

Martin Bluff Road Right-of-Way Structure Demolition
STP-9194-00(001)LPA/105069-801000

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE EXTENDED TOTAL	JE BORRIES, INC. UNIT PRICE	JE BORRIES, INC. EXTENDED TOTAL	MALLETTE BROTHERS CONSTRUCTION CO. INC. UNIT PRICE	MALLETTE BROTHERS CONSTRUCTION CO. INC. EXTENDED TOTAL
201-A001	CLEARING AND GRUBBING	ACRE	1	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 4,000.00	$ 1,000.00	$ 1,000.00
907-202-A	REMOVAL OF HOUSE	SF	34,316	$ 4.00	$ 137,264.00	$ 4.15	$ 142,411.40	$ 2.00	$ 68,632.00
907-202-A1	REMOVAL OF ASBESTOS CEILING	SF	2,400	$ 7.00	$ 16,800.00	$ 3.00	$ 7,200.00	$ 5.00	$ 12,000.00
907-202-A2	REMOVAL OF ASBESTOS FLOORING	SF	800	$ 4.00	$ 3,200.00	$ 3.00	$ 2,400.00	$ 4.00	$ 3,200.00
907-202-B	REMOVAL OF MAILBOX AND POST	EA	17	$ 20.00	$ 340.00	$ 10.00	$ 170.00	$ 20.00	$ 340.00
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,683	$ 8.00	$ 13,464.00	$ 18.00	$ 30,294.00	$ 4.00	$ 6,732.00
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	3,922	$ 7.00	$ 27,454.00	$ 3.00	$ 11,766.00	$ 1.50	$ 5,883.00
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	2,467	$ 10.00	$ 24,670.00	$ 15.00	$ 37,005.00	$ 15.00	$ 37,005.00
225-A001	GRASSING	ACRE	1	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 1,200.00	$ 1,200.00
234-A001	TEMPORARY SILT FENCE	LF	4,000	$ 3.00	$ 12,000.00	$ 2.00	$ 8,000.00	$ 4.00	$ 16,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 11,909.60	$ 11,909.60	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
620-A001	MOBILIZATION	LS	1	$ 25,010.16	$ 25,010.16	$ 6,000.00	$ 6,000.00	$ 123,008.00	$ 123,008.00
				TOTAL BASE BID:	$ 275,111.76		$ 256,246.40		$ 280,000.00

Indicates math errors
1. Denotes incorrect extension
2. Denotes incorrect total base bid price

Michael Baker INTERNATIONAL

Date Prepared: 012/13/2017

Martin Bluff Road Right-of-Way Structure Demolition
STP-9194-00(001)LPA/105069-801000

				ENGINEER'S ESTIMATE		M AND M SERVICES, INC.	
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
201-A001	CLEARING AND GRUBBING	ACRE	1	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
907-202-A	REMOVAL OF HOUSE	SF	34,316	$ 4.00	$ 137,264.00	$ 4.50	$ 154,422.00
907-202-A1	REMOVAL OF ASBESTOS CEILING	SF	2,400	$ 7.00	$ 16,800.00	$ 5.00	$ 12,000.00
907-202-A2	REMOVAL OF ASBESTOS FLOORING	SF	800	$ 4.00	$ 3,200.00	$ 3.00	$ 2,400.00
907-202-B	REMOVAL OF MAILBOX AND POST	EA	17	$ 20.00	$ 340.00	$ 100.00	$ 1,700.00
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,683	$ 8.00	$ 13,464.00	$ 1.50	$ 2,524.50
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	3,922	$ 7.00	$ 27,454.00	$ 5.00	$ 19,610.00
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	2,467	$ 10.00	$ 24,670.00	$ 15.00	$ 37,005.00
225-A001	GRASSING	ACRE	1	$ 1,000.00	$ 1,000.00	$ 26,500.00	$ 26,500.00
234-A001	TEMPORARY SILT FENCE	LF	4,000	$ 3.00	$ 12,000.00	$ 5.00	$ 20,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	$ 11,909.60	$ 11,909.60	$ 1,000.00	$ 1,000.00
620-A001	MOBILIZATION	LS	1	$ 25,010.16	$ 25,010.16	$ 5,000.00	$ 5,000.00
				TOTAL BASE BID: $	275,111.76		$ 287,161.50

Indicates math errors
1. Denotes incorrect extension
2. Denotes incorrect total base bid price

This is to certify that the tabulation of bids shown herein is accurate to the best of my knowledge and belief.

Jeffry D. May, P.E., PMP, Project Engineer

JEFFREY D. MAY
REGISTERED PROFESSIONAL
ENGINEER
15572
STATE OF MISSISSIPPI

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR ____

LOCATED IN THE COUNTY OF ________________________________

STATE OF MISSISSIPPI,

____

This contract entered into by and between the Local Public Agency ________________________ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is nnderstood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the _____ day of ____________________, 20____.

____
Contractor(s)

By ________________________ ________________________

Title ________________________ By ________________________
Signed and sealed in the presence of: LPA Official
(Names and address of witnesses)

________________________ ________________________
LPA Clerk

Award authorized by the LPA in session on the _____day of ______________, 20___, as recorded ____________

Revised for LPA use 7/15/2009

Councilman Vaughan recused himself from Business Agenda Item #7 at 7:01 PM –Consideration of a Lease Agreement for the Shepard State Park Mobile Home.

Councilwoman Martin made a motion to approve the Shepard State Park Mobile Home Lease Agreement between the City of Gautier and Clark Gautier as presented. Councilman Jackson seconded the motion.

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

ORDER NUMBER 258-2017

WHEREAS, the Park and Recreation Department would like to re-implement the Shepard State Park Mobile Home lease agreement, in lieu of paying rent and some utilities, the Park Ranger will perform maintenance and on call duties at the park.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Shepard State Park mobile home lease agreement between the City of Gautier and Clark Gautier is hereby approved.
is hereby authorized.

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 Jackson** and the following vote was recorded:

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

NAYS: **None**

RECUSE: **Casey Vaughan**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

Councilman Vaughan returned to council chambers 7:04 PM.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Parks & Recreation Director

Date: December 12, 2017

Subject: Consideration of a Lease Agreement for the Shepard State Park Mobile Home – Clark Gautier

---

REQUEST:

The Parks & Recreation Department would like to proceed with execution of a lease agreement between the City of Gautier and Clark Gautier to reside in the Shepard State Park Mobile Home. Clark Gautier will serve as the Park Ranger.

BACKGROUND:

The City manages the day-to-day operations and maintenance of Shepard State Park. The Park has a 3 bedroom mobile home which the City uses to house the Park Ranger. The mobile home has been vacant for some time. The Parks & Recreation Department would like to re-implement this lease agreement. In lieu of paying rent and some of the utilities, the Park Ranger will perform maintenance and "on call" duties at the park.

DISCUSSION:

The Park Ranger is required to perform an average of 25 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 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

Updated: 12-12-2017

REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME

This Lease Agreement, entered into and effective this the ________ day of __________, 2017 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and _____________________, 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 services provided below, 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 228 497-8000 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

SERVICES TO BE RENDERED. 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 25 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 at the host site. Park Ranger will be responsible for the following duties:

- Cutting of fields, bark park, archery lanes, hiking trails, and disc golf lanes
- General lawn care
- Trimming of limbs throughout park
- Maintain the areas around the restrooms and bath house
- Maintain the areas around the pavilion
- Cleaning of campsites
- Empting trash receptacles
- Respond to camper inquiries after hours
- Lawn maintenance
- Clean Restrooms
- Perform special projects and other duties as assigned by the Recreation Director

These duties will be shared with the other permanent park tenant residing at the host campsite. “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.

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, 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. Small pets may be allowed with prior written approval and a pet deposit fee in the amount of $250.00.

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.

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.

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.

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. 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 work assignments from the Parks and Recreation Director or authorized designee. As additional consideration for this lease, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Park Rangers responsibilities under this Lease. City vehicles and equipment may be used for providing city services only and may not be used by the Park Ranger for any other purpose.

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 untenantable. 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.

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:

____
1034 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 parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

____

City of Gautier
Paula S. Yancey, City Manager

Dated:____________________________

LESSEE (TENANT):

____

Dated: ___________________________

Councilwoman Martin made the motion to approve consent agenda items 1 & 2 as presented. Councilman Colledge seconded the motion.

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

ORDER NUMBER 259-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 & 2 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

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

ORDER NUMBER 260-2017

WHEREAS, the Park and Recreation Department would like to re-implement the Shepard State Park Host Site lease agreement, in lieu of paying rent, the Assistant Park Ranger will perform maintenance and on call duties at the park.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Shepard State Park Host Site lease agreement between the City of Gautier and Aaron Bridges is hereby approved.
.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 12/12/2017
Subject: Consideration of a Lease Agreement for the Shepard State Park Host Site – Aaron Bridges

---

REQUEST:
The Parks & Recreation Department would like to proceed with execution of a lease agreement between the City of Gautier and Aaron Bridges to reside in the Shepard State Park Host Site. Aaron Bridges will serve as the Assistant Park Ranger.

BACKGROUND:
The City manages the day-to-day operations and maintenance of Shepard State Park. The Host Site will be used for the Assistant Park Ranger. The host site has been vacant for some time. The Parks & Recreation Department would like to re-implement this lease agreement. In lieu of paying rent, the Assistant Park Ranger will perform maintenance and "on call" duties at the park. The Park Ranger and Assistant Park Ranger will share job duties and responsibilities at the Park.

DISCUSSION:
The Assistant Park Ranger is required to perform an average of 25 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 Host Site Lease as submitted; or
2. Authorize execution of the Shepard State Park Host Site Lease with changes; or
3. Deny the Execution of the Lease.

ATTACHMENTS:
1. Host Site Lease -Shepard Park

Updated: 12-15-2017

HOST CAMPSITE LEASE
SHEPARD STATE PARK

This Lease Agreement, entered into and effective this the ________ day of __________, 2017 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and _____________________, 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 host campsite situated at 1034 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the services provided below, leases to the Tenant the host campsite 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 228 497-8000 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

SERVICES TO BE RENDERED. In lieu of a monthly campsite rental fee, power and water 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 at the mobile home site. Assistant Park Ranger will be responsible for the following duties:

- Cutting of fields, bark park, archery lanes, hiking trails, and disc golf lanes
- General lawn care
- Trimming of limbs throughout park
- Maintain the areas around the restrooms and bath house
- Maintain the areas around the pavilion
- Cleaning of campsites
- Empting trash receptacles
- Respond to camper inquiries after hours
- Lawn maintenance
- Clean Restrooms
- Perform special projects and other duties as assigned by the Recreation Director

These duties will be shared with the other permanent park tenant residing at the host campsite. “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.

These duties will be shared with the other permanent park tenant residing at the host 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.

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

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

OTHER. The Tenant will receive work assignments from the Parks and Recreation Director or authorized designee. As additional consideration for this lease, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Assistant Park Rangers responsibilities under this Lease. City vehicles and equipment may be used for providing city services only and may not be used by the Assistant Park Ranger for any other purpose.

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.

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

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:

____
1034 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 parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

____

City of Gautier
Paula S. Yancey, City Manager

Dated:____________________________

LESSEE (TENANT):

____

Dated: ___________________________

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

ORDER NUMBER 261-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held November 21, 2017 and Regular Council Meeting held December 5, 2017 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2017.

Councilman Colledge made a motion to go into closed session to discuss whether to go into executive session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made a motion to go into executive session to discuss JCUA litigation. **Councilman Jackson** seconded the motion and the vote carried unanimously.

The City Attorney announced to the public that executive session was entered for the purpose of discussing JCUA litigations.

No action was taken during executive session.

Councilman Vaughan made the motion to go into open session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to adjourn until January 2, 2018 at 6:30PM. 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 meeting of January 16, 2018.

Tuesday
January 2, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 2, 2018 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 2, 2018 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **Office closed Monday, January 15, 2018 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.**

IV. Presentation Agenda

1. **Janice "Jan" McQuillen Special Appreciation Proclamation.**

V. Business Agenda

1. **Resolution regarding publication and lack of objection to Resolution Number**

048-2017, as adopted on November 21, 2017.

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

2. Resolution regarding publication and lack of objection to Resolution Number 049-2017, as adopted on November 21, 2017.

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

3. Approval of Docket of Claims.

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

4. Approval of Paid Docket of Claims for Mississippi Development Bank Bond Interest Payment S2013.

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

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

1. Receive October 2017 Finance Report.

2. Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties.

3. Approval of minutes from Regular Council Meeting held December 5, 2017.

VII. STUDY AGENDA

1. Discuss Citizen Comments

2. Discuss Council Comments

3. Discuss City Manager Comments

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Recess until January 16, 2018 at 6:30 PM
www.gautier-ms.gov

Councilman Colledge made the motion to approve the agenda with the following revisions:

1. Add updated Docket of Claims to Business Item #3
2. Add Business Agenda Item #5 – Approval of Amendment #1 to the Watershed Protection Program grant agreement.

Councilwoman Martin seconded the motion and the vote carried unanimously. Absent was Councilman George.

Announcements

1. Office closed Monday, January 15, 2018 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.

Presentation

1. Janice "Jan" McQuillen Special Appreciation Proclamation.

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the third Monday of January as the day for the observance of the birthdays of ROBERT E. LEE and DR. MARTIN LUTHER KING, JR., and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

MONDAY, JANUARY 15, 2018

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 4th day of December, 2017.

C. Delbert Hosemann, Jr

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

CITY OF GAUTIER
PROCLAMATION OF APPRECIATION

WHEREAS, Janice "Jan" Alane McQuillen has rendered outstanding service to the City of Gautier, Mississippi, and is deserving of special appreciation as a resident who displays honor, sense of community, dedication to her community, and spirit of selfless volunteerism and sacrifice, and;

WHERAS, Jan moved to Gautier, Mississippi in 1999 but later relocated to Maine to care for her ailing father. She loved Gautier so much that she returned in 2010; and

WHEREAS, Jan is very active in many non-profit organizations in the City of Gautier. Jan was instrumental in reopening the Gautier Senior Center after Hurricane Katrina in 2010. She has faithfully served as the Volunteer Coordinator since then. She was a member and served as Treasurer of Gautier Civitan Club, Gautier Pride, and Gautier Mullet and Music Festival. Jan most currently served as Chairperson of the 2017 Gautier Mullet and Music Festival. She has spent countless hours both coordinating volunteer efforts and raising financial support for these organizations; and

WHEREAS, Jan's dedication and enthusiasm in the work of these organizations has won for her the respect and affection of her fellow citizens;

NOW, THEREFORE, on behalf of Council and all our citizens of Gautier, Mississippi, I am pleased to present this Proclamation of Appreciation to Janice "Jan" Alane McQuillen with our sincere thanks for her dedicated service to the City of Gautier, Mississippi.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 28th, day of December, 2017.

CITY OF GAUTIER MISSISSIPPI

Phil Torjusen

Phil Torjusen, Mayor
City of Gautier, Mississippi

There came on for consideration the matter of providing financing for various capital improvements to the combined utility system for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilwoman Martin offered and moved the adoption of the following resolution, and the motion was seconded by Councilman Colledge;

RESOLUTION NUMBER 001-2018

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ENTITLED "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE COMBINED UTILITY SYSTEM REVENUE BONDS OF THE CITY, ISSUE A COMBINED UTILITY SYSTEM REVENUE BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS ($10,000,000) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT"); INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" AS ADOPTED ON NOVEMBER 21, 2017, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO PETITION OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF UTILITY SYSTEM REVENUE BONDS OF THE CITY, OR THE ISSUANCE OF A QUALIFIED OBLIGATION BOND OF THE CITY FOR PURCHASE BY THE MISSISSIPPI DEVELOPMENT BANK, OR FOR THE CITY TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL DESCRIBED IN SAID RESOLUTION WAS FILED; AND AUTHORIZING SAID BONDS AND LOAN TO BE ISSUED OR ENTERED INTO, AS THE CASE MAY BE.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the said City, does hereby find, determine, adjudicate, and declare as follows, to-wit:

1. That on November 21, 2017, the Governing Body did adopt a certain resolution entitled:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO

EITHER ISSUE COMBINED UTILITY SYSTEM REVENUE BONDS OF THE CITY, ISSUE A COMBINED UTILITY SYSTEM REVENUE BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS ($10,000,000) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT"); INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES (THE “INTENT RESOLUTION”).

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 2, 2018, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 6, 13 and 20, 2017, as evidenced by the publisher’s affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. That on or prior to the hour of 6:30 o’clock p.m. on January 2, 2018, no written protest objecting to and protesting against the issuance of revenue bonds of the City pursuant to the City Act (defined below) of the City (the “Bonds”), the issuance of a revenue bond of the City for purchase by the Mississippi Development Bank (the “City Bond”) pursuant to the Bank Act (defined below), or the City entering into a loan with the Mississippi Development Bank to borrow funds (the “Loan”) pursuant to the Bank Act nor any other objection of any kind or character against the issuance of the Bonds, the City Bond, or the Loan in a total aggregate principal amount not to exceed Ten Million Dollars ($10,000,000) described in the Intent Resolution had been filed or presented by the qualified voters of said City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the Governing Body of the City, is now authorized and empowered by the provisions of Sections 21-27-11 *et seq*., Mississippi Code of 1972, as amended and supplemented from time to time (the "City Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act," and together with the City Act, the "Act"), to issue the Bonds, the City Bond, and the Loan, without the necessity of calling and holding an election on the question of the issuance thereof. That the Bonds, the City Bond, and the Loan, shall be and are hereby authorized in the maximum principal amount not to exceed Ten Million Dollars ($10,000,000) to raise money to provide funds for the purposes set forth therein, including, but not limited to the improvement, repair and extension of the combined utility system of the City (the "System") and other authorized purposes under the Bond Act (together, the "Project").

SECTION 2. The Bonds, the City Bond, and the Loan may be issued, or entered into, as applicable, in one or more series will be payable solely from revenues derived and to be derived from operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and subject to the prior lien of debt service on certain State Revolving Fund Loans (the "SRF Loans"), existing on the date of issuance of the Bonds, the City Bond, and the Loan, and the parity lien of the City's outstanding $9,995,000 Combined Utility System Revenue Refunding Bonds, Series 2012 (the "2012 Bonds") and the City's outstanding $3,500,000 Combined Utility System Revenue Project, Series 2013 (the "2013 Bonds"). the Bonds, the City Bond, and the Loan shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Bonds, City Bond or Loan, but the same, together with the interest thereon, shall be payable solely from revenues of the System subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the prior lien of debt service on the SRF Loans and the parity lien of the 2012 Bonds and the 2013 Bonds.

SECTION 3. That the Bonds, the City Bond, and the Loan shall be issued and offered for sale or entered in to, as the case may be, in accordance with further orders and directions of this Governing Body.

Councilman Martin made the motion to adopt the foregoing resolution, and **Councilman Colledge** seconded the motion, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	Voted: AYE
Councilwoman Mary Martin	Voted: AYE
Councilman Cameron B. George	Voted: ABSENT
Councilman Richard "DJ" Jackson	Voted: AYE
Councilman Casey Vaughan	Voted: AYE
Councilman Charles "Rusty" Anderson	Voted: AYE
Councilman Adam Colledge	Voted: AYE___

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 2nd day of January, 2018.

____
Mayor of the City of Gautier, Mississippi

ATTEST:

____
City Clerk

EXHIBIT A

PROOF OF PUBLICATION

ALABAMA
MEDIA GROUP

The Mississippi Press

LEGAL AFFIDAVIT

AD#: 0008450138

State of Mississippi,) ss
County of Jackson)

Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Mississippi Press is a public newspaper published in the city of Pascagoula, with general circulation in Jackson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Mississippi Press 12/06, 12/13, 12/20/2017

Larry A Leibengood

Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of December 2017

STATE OF MISSISSIPPI
TERRY M. HANCOCK
ID# 87094
NOTARY PUBLIC
Comm. Expires
Aug. 21, 2018
JACKSON COUNTY

Terry M Hancock

Notary Public

NOTICE

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman Colledge offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 048-2017

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE COMBINED UTILITY SYSTEM REVENUE BONDS OF THE CITY, ISSUE A COMBINED UTILITY SYSTEM REVENUE BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS ($10,000,000) TO RAISE MONEY FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT"); INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), acting for and on behalf of the City, is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to issue utility system revenue bonds for the purposes set forth therein, including, but not limited to the improvement, repair and extension of the combined utility system of the City (the "System") and other authorized purposes under the Bond Act (together, the "Project") and

WHEREAS, the Governing Body, acting for and on behalf of the City is authorized under the Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended

Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Bank Act"), and other applicable laws of the State, to (a) issue a utility system revenue bond of the City to be sold to the Bank to finance the costs of the Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Bond Act and the Bank Act; and

WHEREAS, the Governing Body is authorized pursuant to the Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) utility system revenue bonds of the City pursuant to the Bond Act in a total aggregate principal amount of not to exceed Ten Million Dollars ($10,000,000) (the "Bonds"), (b) a utility system revenue bond of the City to be sold to the Bank in a total aggregate principal amount of not to exceed Ten Million Dollars ($10,000,000) (the "City Bond"), or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Ten Million Dollars ($10,000,000) (the "Loan"); and

WHEREAS, the Governing Body finds and determines that it is necessary and proper to improve, repair and extend the System which improvements, repairs and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Mayor and City Council; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan; and

WHEREAS, the Governing Body is authorized and empowered by the Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds pursuant to the Bond Act in an aggregate principal amount not to exceed Ten Million Dollars ($10,000,000), (b) issue and sell the City Bond to the Bank pursuant to the City Bond Act and the Bank Act in an aggregate principal amount not to exceed Ten Million Dollars ($10,000,000), or (c) enter into the Loan with the Bank pursuant to the City Bond Act and the Bank Act in a principal amount not to exceed Ten Million Dollars ($10,000,000).

SECTION 2. The Bonds or the City Bond will be issued or the Loan will be entered into for the purpose of financing the Project, as authorized by the Bond Act and the Bank Act.

SECTION 3. The principal and interest on the said Loan and Note shall be payable solely from revenues derived and to be derived from operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and subject to the prior lien of debt service on certain State Revolving Fund Loans (the "SRF Loans"), existing on the date of entering into the Loan and the issuance of the Note, from the State of Mississippi to the City, and the parity lien of the City's outstanding $9,995,000 Combined Utility System Revenue Refunding Bonds, Series 2012 (the "2012 Bonds") and the City's outstanding $3,500,000 Combined Utility System Revenue Project, Series 2013 (the "2013 Bonds"). Said Loan and Note shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of said Loan and Note, but the same, together with the interest thereon, shall be payable solely from revenues of the System subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the prior lien of debt service on the SRF Loans and the parity lien of the 2012 Bonds and the 2013 Bonds.

SECTION 4. Unless a protest in writing signed by not less than twenty percent (20%) of the qualified electors of the City, objecting to and protesting against the Loan and the Note is filed with the City Clerk on or before 5:00 o'clock p.m. on January 2, 2018, the Mayor and City Council of the City, will authorize the Loan and the issuance of the Note at a meeting of the Mayor and City Council set for 6:30 o'clock p.m. on January 2, 2018, which date shall be more than ten

(10) days after the date of the last publication of this resolution. If such sufficient protest and objection is filed on or before the date and hour hereinabove set forth, the question of entering into said Loan and the issuance of the Note shall be submitted to an election to be held as provided in Mississippi Code 1972 Annotated, Section 21-27-43, as amended.

SECTION 5. This resolution shall be (i) published once a week for at least three consecutive weeks in The Mississippi Press, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended; and the last publication of this resolution shall be more than ten (10) days prior to the date hereinabove set forth as the deadline for the filing of objection or protest and shall be more than ten (10) days prior to the date hereinabove set forth for the meeting of the Mayor and City Council to authorize entering into said Loan and the issuance of the Note; and (ii) be posted for at least twenty-one (21) days next preceding the date fixed therein at three (3) public places in the City.

SECTION 6. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Mayor and City Council on the day and hour hereinabove specified.

Councilman Jackson seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	Voted: Aye
Councilwoman Mary Martin	Voted: Absent
Councilman- Cameron B. George	Voted: Aye
Councilman- Richard "DJ" Jackson	Voted: Aye
Councilman Casey Vaughan	Voted: Aye
Councilman- Charles "Rusty" Anderson	Voted: Aye
Councilman Adam Colledge	Voted: Aye

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 21st day of November, 2017.

/s/ Mayor Phil Torjusen
Mayor of the City of Gautier, Mississippi
ATTEST:
/s/ Cynthia Russell
City Clerk
MISSISSIPPI PRESS
December 6, 13 and 20, 2017

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman Anderson offered and moved the adoption of the following resolution, and the motion was seconded by Councilwoman Martin:

RESOLUTION NUMBER 002-2018

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ENTITLED "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING, EQUIPPING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, PUBLIC PLAY GROUNDS, WALKWAYS OR PUBLIC PARKING FACILITIES, BRIDGES, CULVERTS AND PURCHASING LAND THEREFOR IF NECESSARY; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS; (III) REPAIRING, IMPROVING, AND EXTENDING PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS; (IV) REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; AND (V) FOR OTHER RELATED PURPOSES AS AUTHORIZED UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" AS ADOPTED ON NOVEMBER 21, 2017, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO PETITION OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY, OR THE ISSUANCE OF A QUALIFIED OBLIGATION BOND OF THE CITY FOR PURCHASE BY THE MISSISSIPPI DEVELOPMENT BANK OR FOR THE CITY TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL DESCRIBED IN SAID RESOLUTION WAS FILED; AND AUTHORIZING SAID BONDS AND LOAN TO BE ISSUED OR ENTERED INTO, AS THE CASE MAY BE.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the said City, does hereby find, determine, adjudicate, and declare as follows, to-wit:

1. That on November 21, 2017, the Governing Body did adopt a certain resolution entitled:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING, EQUIPPING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, PUBLIC PLAY GROUNDS, WALKWAYS OR PUBLIC PARKING FACILITIES, BRIDGES, CULVERTS AND PURCHASING LAND THEREFOR IF NECESSARY; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS; (III) REPAIRING, IMPROVING, AND EXTENDING PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS; (IV) REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; AND (V) FOR OTHER RELATED PURPOSES AS AUTHORIZED UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES (THE "INTENT RESOLUTION").

2. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to January 2, 2018, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on December 6, 13, 20, and 27, 2017, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. That on or prior to the hour of 6:30 o'clock p.m. on January 2, 2018, no written protest objecting to and protesting against the issuance of in a total aggregate principal amount not to exceed Five Million Dollars ($5,000,000) of the City (the "Bonds"), the issuance of a not to exceed Five Million Dollars ($5,000,000) bond of the City (the "City Bond") for purchase by the Mississippi Development Bank, or the City entering into a loan with the Mississippi Development Bank to borrow not to exceed Five Million Dollars ($5,000,000) (the "Loan") nor any other objection of any kind or character against the issuance of the Bonds, the City Bond or the Loan described in the Intent Resolution had been filed or presented by the qualified voters of said City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the Mayor and City Council of the City of Gautier, Mississippi, is now authorized and empowered by the provisions of Sections 21-33-301 *et seq.*, as amended (the "GO Act"), and Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (the "Bank Act," and together with the GO Act the "Act"), to issue the Bonds, the City Bond and the Loan, without the necessity of calling and holding an election on the question of the issuance thereof. That the Bonds, the City Bond and the Loan, shall be and are hereby authorized in the maximum principal amount not to exceed Five Million Dollars ($5,000,000) to raise money to provide funds for the (i) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings; (iii) repairing, improving, and extending public utility plants or distribution systems; (iv) repairing, improving and extending sanitary, storm, drainage or sewerage systems; and (v) for other related purposes as authorized under GO Act, including paying for the cost of such borrowing (the "Project"). the Bonds, the City Bond and the Loan may be issued, or entered into, as applicable, in one or more series will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the debt service fund for the debt issued, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the Bonds, the City Bond and the Loan due during the ensuing fiscal year of the City, in accordance with the provisions of the documents securing the Bonds, the City Bond and the Loan.

SECTION 2.That the Bonds, the City Bond, and the Loan shall be issued and offered for sale or entered in to, as the case may be, in accordance with further orders and directions of this Governing Body.

Councilman Anderson made the motion adopting the foregoing resolution, **Councilwoman Martin** seconded the motion, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	Voted: AYE
Councilwoman Mary Martin	Voted: AYE
Councilman Cameron B. George	Voted: ABSENT
Councilman Richard "DJ" Jackson	Voted: AYE
Councilman Casey Vaughan	Voted: AYE
Councilman Charles "Rusty" Anderson	Voted: AYE
Councilman Adam Colledge	Voted: AYE___

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 2nd day of January, 2018.

Mayor of the City of Gautier, Mississippi

ATTEST:

City Clerk

EXHIBIT A

PROOF OF PUBLICATION

ALABAMA MEDIA GROUP

The Mississippi Press

LEGAL AFFIDAVIT

AD#: 0008450152

State of Mississippi,) ss
County of Jackson)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Mississippi Press is a public newspaper published in the city of Pascagoula, with general circulation in Jackson County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Mississippi Press 12/06, 12/13, 12/20, 12/27/2017

Catherine Copas

Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of December 2017

Terry M Hancock

Notary Public

STATE OF MISSISSIPPI
TERRY M. HANCOCK
ID # 87064
NOTARY PUBLIC
Comm. Expires
Aug. 21, 2018
JACKSON COUNTY

NOTICE

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman Vaughan offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 049-2017

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS ($5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING, EQUIPPING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, PUBLIC PLAY GROUNDS, WALKWAYS OR PUBLIC PARKING FACILITIES, BRIDGES, CULVERTS AND PURCHASING LAND THEREFOR IF NECESSARY; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS; (III) REPAIRING, IMPROVING, AND EXTENDING PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS; (IV) REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS; AND (V) FOR OTHER RELATED PURPOSES AS AUTHORIZED UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City"), acting for and on behalf of the City, is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings; (iii)

repairing, improving, and extending public utility plants or distribution systems; (iv) repairing, improving and extending sanitary, storm, drainage or sewerage systems; and (v) for other related purposes as authorized under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time, including paying for the cost of such borrowing (collectively, the "Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State, to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project, or (b) enter into a loan or loans with the Bank to borrow money to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the City Bond Act and the Bank Act; and

WHEREAS, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City pursuant to the City Bond Act in a total aggregate principal amount of not to exceed Five Million Dollars ($5,000,000) (the "Bonds"), (b) a general obligation bond of the City to be sold to the Bank in a total aggregate principal amount of not to exceed Five Million Dollars ($5,000,000) (the "City Bond"), or (c) by entering into a loan or loans with the Bank to borrow money from the Bank in a total principal amount not to exceed Five Million Dollars ($5,000,000) (the "Loan"); and

WHEREAS, as of November 1, 2017, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was One Hundred Twenty Million Five Hundred Seventy One Thousand Three Hundred Thirty Nine Dollars ($120,571,339), and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of Eighteen Million Eighty Five Thousand Seven Hundred Dollars ($18,085,700), and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of Twenty Four Million One Hundred Fourteen Thousand Two Hundred Sixty Seven Dollars ($24,114,267);

Hundred Sixty Seven Dollars ($24,114,267);
and

WHEREAS, the Bonds, the City Bond or the Loan, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since November 1, 2017; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project for which the City intends to reimburse itself with the proceeds of the Bonds, the City Bond or the Loan; and

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to either (a) issue and sell the Bonds pursuant to the City Bond Act in an aggregate principal amount not to exceed Five Million Dollars ($5,000,000), (b) issue and sell the City Bond to the Bank pursuant to the City Bond Act and the Bank Act in an aggregate principal amount not to exceed Five Million Dollars ($5,000,000), or (c) enter into the Loan with the Bank pursuant to the City Bond Act and the Bank Act in a principal amount not to exceed
Five Million Dollars ($5,000,000).

SECTION 2. The Bonds or the City Bond will be issued or the Loan will be entered into for the purpose of financing the Project, as authorized by the City Bond Act and the Bank Act.
SECTION 3. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.
SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place located at the City Hall in the City, located at 3330 Hwy 90, Gautier, Mississippi, at the hour of 6:30 o'clock p.m. on January 2, 2018, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) or Fifteen Hundred (1500), whichever is less, of the qualified electors of the City shall file a written protest with the City Clerk against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before the aforesaid date and hour, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after January 2, 2018.
SECTION 5. In full compliance with the City Bond Act, the City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in The Mississippi Press, a newspaper published in the City of Pascagoula, Mississippi, and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.
SECTION 6. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and the required notice and have the same before the Governing Body on the date and hour specified in Section 4 hereof.
SECTION 7. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The Bonds, the City Bond or the Loan will not exceed the aggregate principal amount of Five Million Dollars ($5,000,000).
SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.
Councilman Anderson seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	Voted: Aye
Councilwoman Mary Martin	Voted: Absent
Councilman- Cameron B. George	Voted: Aye
Councilman- Richard "DJ" Jackson	Voted: Aye
Councilman- Casey Vaughan	Voted: Aye
Councilman- Charles "Rusty" Anderson	Voted: Aye
Councilman Adam Colledge	Voted: Aye

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 21st day of November, 2017.
/s/ Mayor Phil Torjusen
Mayor of the City of Gautier, Mississippi
ATTEST:
/s/ Cynthia Russell
City Clerk
MISSISSIPPI PRESS
December 6, 13, 20 and 27, 2017

Councilwoman Martin made the motion to approve the Docket of Claims provided they are true and accurate. Councilman Colledge seconded the motion.

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

ORDER NUMBER 001-2018

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

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

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

TLM GLMCLM17 01/02/2018 10:58 ACCOUNTING CURRENT FY 2018

Docket of Claims

Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant / Account Number	Trans #	Release Date	Claim Date / Description	Claim Number / Invoice #	Check Number / Date	P.O.	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	180633	01/02/2018	12/18/2017				175.00	
	001-090-698			12/7/17 PLANNING MTG	MB848	12/13/2017			175.00
001	CABLE ONE INC	180634	01/02/2018	12/18/2017				89.57	
	001-100-699			DEC 2017 SUB STN: #107718827	12012017	12/08/2017			89.57
001	CABLE ONE INC	180638	01/02/2018	12/18/2017				204.06	
	001-100-699			DEC 2017: #107718371	12012017	12/08/2017			204.06
001	CABLE ONE INC	180639	01/02/2018	12/18/2017				56.20	
	001-100-699			DEC CABLE BOX PD: #118476316	12012017	12/08/2017			56.20
001	M & E FEED & SEED	180640	01/02/2018	12/18/2017				41.99	
	001-100-514			DOG FOOD	5197	11/14/2017			41.99
001	AIRGAS USA LLC	180644	01/02/2018	12/19/2017				199.43	
	001-205-588			CYLINDER RENTAL	9949510586	11/30/2017			199.43
001	C SPIRE WIRELESS	180647	01/02/2018	12/19/2017				555.51	
	001-100-605			POLICE CELLS	0032680896	12/11/2017			555.51
001	DPS CRIME LAB	180651	01/02/2018	12/19/2017				120.00	
	001-100-699			ANALYTICAL FEES	90065123	12/01/2017			120.00
001	MS GULF COAST COUNCIL OF GARDEN CLUBS	180661	01/02/2018	12/21/2017				500.00	
	001-170-645			2018 SPRING PILGRIMAGE	04042018	11/28/2017			500.00
001	JACKSON COUNTY ADULT DETENTION CENTER	180665	01/02/2018	12/21/2017				14,689.12	
	001-010-696			NOV 2017 ADC CHGS	11302017	12/12/2017			14,665.00
	001-010-696			PHARMACY CHARGES	11302017	12/12/2017			24.12
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	180666	01/02/2018	12/21/2017				833.33	
	001-170-642			NOV 2017 CLUB SUPPORT	11302017	12/13/2017			833.33
001	CLYDE C SCOTT INSURANCE AGENCY INC	180667	01/02/2018	12/21/2017				318.00	
	001-092-625			BOND UTILITY BILLING DIV	27039	12/15/2017			318.00

21

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TINA HANSEN	180668	01/02/2018	12/21/2017			82.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM:NEW REPORTING SYS		01162018	10/05/2017			82.00
001	W CASEY BAXTER	180671	01/02/2018	12/21/2017			82.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM:NEW REPORTING SYS		01162018	10/05/2017			82.00
001	FUELMAN OF MS	180677	01/02/2018	12/21/2017			2,675.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP52100744	12/18/2017			2,086.87
	001-161-525	UNL & DSL FUEL		NP52100744	12/18/2017			350.49
	001-170-525	UNL & DSL FUEL		NP52100744	12/18/2017			160.68
	001-205-525	UNL & DSL FUEL		NP52100744	12/18/2017			77.29
001	GLOBALSTAR	180687	01/02/2018	12/27/2017			82.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0008970934	12/16/2017			82.91
001	AT&T	180688	01/02/2018	12/27/2017			153.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	12/14/2017			153.32
001	DELTA COMPUTER SYSTEMS INC	180690	01/02/2018	12/27/2017			455.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN126879	12/15/2017			315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN126879	12/15/2017			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN126880	12/15/2017			120.00
22 001	AT&T	180691	01/02/2018	12/27/2017			31.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM SERVS		2284970262	12/14/2017			31.22
001	AT&T	180692	01/02/2018	12/27/2017			86.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	12/14/2017			86.59
001	AT&T	180693	01/02/2018	12/27/2017			3,414.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	12/14/2017			3,414.00
001	FUELMAN OF MS	180701	01/02/2018	12/27/2017			2,767.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP52142256	12/25/2017			44.70
	001-100-525	UNL FUEL		NP52142256	12/25/2017			2,249.63
	001-161-525	DSL FUEL		NP52142256	12/25/2017			406.07
	001-170-525	UNL FUEL		NP52142256	12/25/2017			31.20
	001-205-525	UNL FUEL		NP52142256	12/25/2017			35.89

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	180703	01/02/2018	12/27/2017			422.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3304997714	12/07/2017			422.97
001	SINGING RIVER ELECTRIC COOPERATIVE	180705	01/02/2018	12/28/2017			621.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		12142017	12/21/2017			367.11
	001-161-631	MARTIN BLUFF FD 58380001		12152017	12/22/2017			95.86
	001-201-629	SIGNAL LIGHTS 17546		12152017	12/22/2017			32.40
	001-092-631	CITY LIMIT SIGN 17546		12152017	12/22/2017			28.54
	001-100-631	MBLUFF SUB STN 58521002		12152017	12/22/2017			97.46
001	ESTABROOK MOTOR CO INC	180708	01/02/2018	12/28/2017			229.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	DIAGNOSTIC TEST: REC TRUCK		431882	12/11/2017	180260		229.90
001	CAN'T MISS EMBROIDERY	180709	01/02/2018	12/28/2017			1,630.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	POLO SHIRT (2): GPD LOGO		19977	12/20/2017	180290		98.94
	001-100-535	POLO SHIRT (2): GPD LOGO		19977	12/20/2017	180290		65.96
	001-100-535	POLO SHIRT (4): GPD LOGO		19977	12/20/2017	180290		131.92
	001-100-535	JACKET (5): EMBROID BADGE		19978	12/20/2017	180221		224.90
	001-100-535	JACKET (2): EMBROID BADGE		19978	12/20/2017	180221		94.96
	001-100-535	JACKET (2): EMBROID BADGE		19978	12/20/2017	180221		96.96
	001-100-535	JACKET (1): EMBROID BADGE		19978	12/20/2017	180221		49.48
	001-100-535	POLO SHIRT (8):EMBROID POLICE		19979	12/20/2017	180212		207.84
	001-100-535	POLO SHIRT (4):EMBROID POLICE		19979	12/20/2017	180212		103.92
	001-100-535	POLO SHIRT (5):EMBROID POLICE		19979	12/20/2017	180212		129.90
	001-100-535	POLO SHIRT (2):EMBROID POLICE		19979	12/20/2017	180212		56.96
	001-100-535	POLO SHIRT (1):EMBROID POLICE		19979	12/20/2017	180212		28.48
	001-100-535	POLO SHIRT (6):EMBROID POLICE		19979	12/20/2017	180212		170.88
	001-100-535	POLO SHIRT (3):EMBROID POLICE		19979	12/20/2017	180212		88.44
	001-100-535	LADIES POLO (3): REC CLERK		19979	12/20/2017	180212		80.94
001	TEAM ONE COMMUNICATIONS INC	180710	01/02/2018	12/28/2017			106.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	REPR RADIO: XTS2500		9080112701	12/14/2017	180295		106.45
001	REYNOLDS WHOLESALE CO	180711	01/02/2018	12/28/2017			38.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS HS TISSUE ROLLS		57591	12/21/2017	180309		38.50
001	MS FIRE CHIEF'S ASSOCIATION	180712	01/02/2018	12/28/2017			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-682	ANNUAL DUES: JONES, R		17353-01	12/19/2017	180303		45.00
	001-161-682	ANNUAL DUES: MCCOY, D		17353-01	12/19/2017	180303		45.00

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
001	FASTENAL COMPANY			180713	01/02/2018	12/28/2017				974.75	
		001-201-576	50LB BAG ASPHALT PATCH (63)				MSPAS71648	12/06/2017	180262		974.75
001	SECURE NETWORKS LLC			180714	01/02/2018	12/28/2017				271.00	
		001-040-559	10PK HP LTO-5 DATA CARTRIDGE				3289	12/27/2017	180224		236.00
		001-040-559	HP LTO-5 DATA CARTRIDGE				3289	12/27/2017	180224		25.00
		001-040-559	SHIPPING				3289	12/27/2017	180224		10.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL			180715	01/02/2018	12/28/2017				3,009.40	
		001-094-500	DZ STENO WHITE PAPER 6X9				3361907262	12/08/2017	180270		9.93
		001-094-500	EXPO DRY ERASER				3361907262	12/08/2017	180270		1.41
		001-094-500	EXPO DRY ERASE CLEANER				3361907262	12/08/2017	180270		1.74
		001-094-500	DZ PAPER MATE RETRACTABLE PEN				3361907262	12/08/2017	180270		10.14
		001-094-500	144/CT MINI METAL BINDER				3361907262	12/08/2017	180270		1.42
		001-094-500	2018 STAPLES MONTHLY PLANNER				3361907262	12/08/2017	180270		11.11
		001-094-500	5TAB HANG FOLDERS ASST 25/PK				3361907262	12/08/2017	180270		11.50
		001-094-500	STICKY NOTES 3X3				3361907262	12/08/2017	180270		1.99
		001-094-559	EXPAND WALL POCKET LTR (9)				3361907262	12/08/2017	180270		88.11
		001-100-500	BROTHER DR 630 DRUM UNIT				3359816230	11/18/2017	180198		78.99
		001-100-500	MANILA FILE FOLDERS 250/BOX				3359816230	11/18/2017	180198		15.75
		001-100-500	DESK ORGANIZER WIRE MESH				3359816230	11/18/2017	180198		24.99
		001-100-500	DESKPAD CALENDARS 2018 (12)				3359816230	11/18/2017	180198		58.68
		001-100-500	POST-IT NOTES 3X3 (3)				3359816230	11/18/2017	180198		71.49
		001-100-500	FLASH DRIVE 32GB (2)				3359816230	11/18/2017	180198		63.16
		001-100-500	DESKTOP 12 DIGIT CALCULATOR				3359816230	11/18/2017	180198		6.15
		001-100-500	CROSS PEN REFILLS 2/PK (2)				3359816230	11/18/2017	180198		14.58
		001-100-500	CANON TRI-COLOR INK 4/PK (2)				3359816230	11/18/2017	180198		127.98
		001-100-500	AQUA BALL MOISTENER				3359816230	11/18/2017	180198		15.29
		001-100-500	MOISTENER FNGRTIP 3/PK				3359816230	11/18/2017	180198		4.59
		001-100-500	HIGHLIGHTERS ASST-DZ (3)				3359816230	11/18/2017	180198		17.76
		001-100-500	DRY ERASE BOARD 11.5X11.5				3359816230	11/18/2017	180198		11.99
		001-100-799	WASHBURN CHAIR				3359816230	11/18/2017	180198		169.99
		001-100-799	2 SHELF BOOKCASE HC				3359816230	11/18/2017	180198		36.79
		001-100-500	EPSON INK CARTRIDGE 4/PK (2)				3359816230	11/18/2017	180198		147.98
		001-100-500	BROTHER TN360 HY 2/PK (2)				3359816230	11/18/2017	180198		252.30
		001-100-500	BROTHER TN630				3359816230	11/18/2017	180198		62.68
		001-100-500	BROTHER TN660 HY (4)				3359816230	11/18/2017	180198		203.96
		001-100-500	HP 80A TONER (2)				3359816230	11/18/2017	180198		171.10
		001-100-799	DRAWER CABINET ITEM 1500475				3361907263	12/08/2017	180198		444.89
		001-094-703	GLENVAR B&T CHAIR				3361907261	12/08/2017	180269		166.74
		001-040-500	CS COPY PAPER 8.5X11 (10)				3362044003	12/09/2017	180274		362.00
		001-045-559	GIGASTONE 16GB USB 4/PK				3362044003	12/09/2017	180274		39.99
		001-040-500	YEL LEGAL FILE FOLDERS 100/CT				3362327051	12/13/2017	180291		14.54
		001-040-500	ASST FOLDER LTR BOX				3362327051	12/13/2017	180291		14.33
		001-040-500	GRN HANG LEGAL FOLDER 50CT/BX				3362327051	12/13/2017	180291		11.31
		001-040-500	BX-BOTTOM HANG FILE FOLDER(2)				3362327051	12/13/2017	180291		32.46
		001-100-500	CROSS PEN REFILL 2/PK (3)				3362886058	12/17/2017	180305		21.57

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	180715	01/02/2018	12/28/2017			3,009.40	(CONTINUED)
001	AFFORDABLE PAINT & BODY	180719	01/02/2018	12/28/2017			475.00	
001	144TH MARKETING GROUP LLC	180720	01/02/2018	12/28/2017			2,009.00	
001	FOREMOST PROMOTIONS	180721	01/02/2018	12/28/2017			861.04	
001	DONNA W FOX	180722	01/02/2018	12/28/2017			395.00	
001	AXON ENTERPRISE INC	180723	01/02/2018	12/28/2017			364.56	
001	AUDIOWAVE INC	180725	01/02/2018	12/28/2017			100.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	180726	01/02/2018	12/28/2017			8,427.94	
001	SINGING RIVER ELECTRIC COOPERATIVE	180728	01/02/2018	12/28/2017			1,321.54	

STAPLES BUSINESS ADVANTAGE DEPT ATL (180715)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-500	RECEIPT BOOK 3-PART (4)		3362886058	12/17/2017	180305	22.80
001-100-500	CS COPY PAPER 8.5X11 (6)		3362886058	12/17/2017	180305	185.22

AFFORDABLE PAINT & BODY (180719)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-638	REPR REAR BUMPER: U #16223		420	12/13/2017	180222	250.00
001-100-638	INSTALL DECALS: U #12416		420	12/13/2017	180222	225.00

144TH MARKETING GROUP LLC (180720)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-799	RAPTOR KA-BAND ANTENNA		19236	12/21/2017	180193	1,975.00
001-100-799	SHIPPING: RADAR SYSTEM		19236	12/21/2017	180193	34.00

FOREMOST PROMOTIONS (180721)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-559	JR OFCR BADGE STICKER (4000)		418981	12/12/2017	180191	800.00
001-100-559	SHIPPING		418981	12/12/2017	180191	31.04
001-100-559	PERFORATION		418981	12/12/2017		30.00

DONNA W FOX (180722)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-681	IAED BASIC COMM CRS: WORTH, B		17-245	12/11/2017	180220	395.00

AXON ENTERPRISE INC (180723)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-559	TASER CARTRIDGE 25' HYBRID		SI1513282	12/07/2017	180265	351.60
001-100-559	SHIPPING (12)		SI1513282	12/07/2017	180265	12.96

AUDIOWAVE INC (180725)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-638	REMOVE TINT: U #12416		A48608	12/21/2017	180312	100.00

SINGING RIVER ELECTRIC COOPERATIVE (180726)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING	10554	12172017	12/27/2017		5,216.07
001-201-629	SIGNAL LIGHTS	10554	12172017	12/27/2017		947.20
001-092-631	CITY HALL	10554	12172017	12/27/2017		1,072.05
001-170-631	FRAZIER PARK	10554	12172017	12/27/2017		50.45
001-170-631	SENIOR BLDG	10554	12172017	12/27/2017		433.01
001-161-631	CENTRAL FD	10554	12172017	12/27/2017		310.13
001-170-631	CITY PARK	10554	12172017	12/27/2017		108.42
001-092-631	PUBLIC WORKS	10554	12172017	12/27/2017		261.49
001-092-631	HWY 90 SIGN	10554	12172017	12/27/2017		29.12

SINGING RIVER ELECTRIC COOPERATIVE (180728)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST	94987002	12172017	12/27/2017		146.56
001-201-633	DOLPHIN ST	94988002	12172017	12/27/2017		137.18
001-201-633	DOLPHIN ST	94989002	12172017	12/27/2017		152.50
001-201-633	DOLPHIN ST	94990002	12172017	12/27/2017		572.51
001-201-633	WM PAYNE	100244001	12172017	12/27/2017		140.05

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180728	01/02/2018	12/28/2017			1,321.54	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	WM PAYNE	100245001	12172017	12/27/2017			172.74
001	SINGING RIVER ELECTRIC COOPERATIVE	180729	01/02/2018	12/28/2017			1,977.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION	66298004	12172017	12/27/2017			1,080.06
	001-201-629	SIGNAL LIGHT	89113001	12172017	12/27/2017			57.66
	001-170-631	CITY PARK RESTRMS	89912001	12172017	12/27/2017			452.26
	001-201-633	STREET LIGHTS	90345002	12172017	12/27/2017			207.91
	001-092-631	RECORDS BLDG	90790001	12172017	12/27/2017			133.83
	001-170-631	FRAZIER RESTRMS	98546001	12172017	12/27/2017			45.82

FUND TOTAL 1 Claims to Checks 41 Total 50,938.51 Manual Held Total 50,938.51

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	180678	01/02/2018	12/21/2017			3,350.00	
	Account Number 050-300-763	Description CONTRACT MOD: PIER INSPECTION		Invoice # 216-055-9	Date 11/30/2017	P.O.	Amount	3,350.00
050	M&D CONSTRUCTION COMPANY INC	180679	01/02/2018	12/21/2017			58,977.38	
	Account Number 050-300-778	Description CONSTRUCTION 97%		Invoice # M&D-1847	Date 11/27/2017	P.O.	Amount	58,977.38

FUND TOTAL 50 Claims to Checks 2 Total 62,327.38 Manual Held Total 62,327.38

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	180680	01/02/2018	12/21/2017			6,211.35	____________
	Account Number 130-130-770	Description ENGINEERING: MARTIN BLUFF		Invoice # 996838	Date 11/17/2017	P.O.	Amount	6,211.35

FUND TOTAL 130 Claims to Checks 1 Total 6,211.35 Manual Held Total 6,211.35

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	BARNEYS POLICE AND HUNTING SUPPLIES	180718	01/02/2018	12/28/2017			1,647.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	SEAT ORGANIZER (45)	00117172-0	11/17/2017	180175	1,061.10
157-100-799	SHIPPING	00117172-0	11/17/2017	180175	58.00
157-100-799	PANTS TACLITE BROWN	00117172-1	11/27/2017	180175	41.16
157-100-799	PANTS TACLITE CHARCOAL	00117172-1	11/27/2017	180175	41.16
157-100-799	PANTS TACLITE GREEN	00117172-1	11/27/2017	180175	41.16
157-100-799	PANTS TACLITE STORM (2)	00117172-1	11/27/2017	180175	82.32
157-100-799	PANTS TACLITE KHAKI	00117172-1	11/27/2017	180175	41.16
157-100-799	STYLUS NYLON HOLSTER (6)	00117172-2	12/12/2017	180175	281.64

FUND TOTAL 157 Claims to Checks 1 Total 1,647.70 Manual Held Total 1,647.70

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	180659	01/02/2018	12/21/2017			1,743.89	
	Account Number 172-350-650	Description LIBRARY SUPPORT		Invoice # DEC 2017	Date 12/21/2017	P.O.	Amount 1,743.89	

FUND TOTAL 172 Claims to Checks 1 Total 1,743.89 Manual Held Total 1,743.89

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	180635	01/02/2018	12/18/2017			151.50	
176	AT&T	180689	01/02/2018	12/27/2017			271.01	
176	AT&T	180694	01/02/2018	12/27/2017			365.29	
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	180716	01/02/2018	12/28/2017			156.79	

AD2 INC (180635):

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-699	HOSTING FEE DEC 2017	3188	12/15/2017		36.50
176-170-699	SHOPPING CART FEE DEC 2017	3188	12/15/2017		115.00

AT&T (180689):

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	DEC 2017 DSL	2284970676	12/14/2017		111.64
176-170-605	MONTHLY SERVICE	2284970676	12/14/2017		159.37

AT&T (180694):

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	MONTHLY SERVICE	2284972244	12/14/2017		365.29

STAPLES BUSINESS ADVANTAGE DEPT ATL (180716):

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-500	CANON 120 TONER CARTRIDGE	3361907265	12/08/2017	180264	156.79

FUND TOTAL 176 Claims to Checks 4 Total 944.59 Manual Held Total 944.59

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	180632	01/02/2018	12/15/2017			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12112017	12/11/2017			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		12112017	12/11/2017			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		12112017	12/11/2017			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		12112017	12/11/2017			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		12112017	12/11/2017			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		12112017	12/11/2017			9,665.99
400	AT&T	180636	01/02/2018	12/18/2017			56.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	12/06/2017			56.96
400	WASTE MANAGEMENT OF MS-GLF COAST INC	180646	01/02/2018	12/19/2017			596.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6339221344	12/01/2017			596.66
400	FOSTERS A/C & HEATING INC	180662	01/02/2018	12/21/2017			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	THERMOSTAT REPAIR		W1024437	12/13/2017			105.00
400	MSC 7511	180663	01/02/2018	12/21/2017			306.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2220405	12/09/2017			166.49
	400-650-698	MPC4504 USAGE: B/W		INV2220405	12/09/2017			35.76
	400-650-698	MPC4504 USAGE: COLOR		INV2220405	12/09/2017			104.74
400	2012 GUD BONDS DEBT SERVICE	180664	01/02/2018	12/21/2017			116,362.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	JAN 2018 PRN PMT		01012018	12/31/2017			112,916.67
	400-680-817	JAN 2018 INT PMT		01012018	12/31/2017			3,445.83
400	AT&T	180695	01/02/2018	12/27/2017			98.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	12/14/2017			98.22
400	FUELMAN OF MS	180702	01/02/2018	12/27/2017			43.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP52142256	12/25/2017			43.34
400	ARISTA INFORMATION SYSTEMS INC	180704	01/02/2018	12/27/2017			5,338.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2017 STATEMENTS		24482	12/20/2017			1,118.90
	400-650-698	NOV 2017 POSTAGE		1425201712	12/20/2017			4,220.00
400	SINGING RIVER ELECTRIC COOPERATIVE	180706	01/02/2018	12/28/2017			1,648.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		12142017	12/21/2017			717.68
	400-651-631	LIFT STATIONS 28779		12142017	12/21/2017			85.93
	400-651-631	SCHOONER WELL 20688		12102017	12/19/2017			658.31

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE			180706	01/02/2018	12/28/2017				1,648.15	(CONTINUED)
		400-651-631	LIFT STATIONS 20688				12102017	12/19/2017			186.23
400	SINGING RIVER ELECTRIC COOPERATIVE			180707	01/02/2018	12/28/2017				4,541.31	
		400-651-631	LIFT STNS 89627001				12142017	12/22/2017			63.26
		400-651-631	LIFT STNS 89702001				12152017	12/22/2017			48.20
		400-651-631	LIFT STNS 17881				12152017	12/22/2017			1,936.87
		400-651-631	WATER WELLS 17881				12152017	12/22/2017			2,492.98
400	STAPLES BUSINESS ADVANTAGE DEPT ATL			180717	01/02/2018	12/28/2017				1,540.08	
		400-650-703	OTG RECTANGULAR DESK SHELL				3362886057	12/17/2017	180223		151.99
		400-650-703	OTG SL4824R-R RETURN SHELL				3362886057	12/17/2017	180223		111.87
		400-650-703	OTF HANG BOXFILE PEDASTAL (2)				3362886057	12/17/2017	180223		258.52
		400-650-703	SL3622LF 2 DWR LATERAL FILE				3362886057	12/17/2017	180223		291.05
		400-650-703	OTG SL71BC 4 SHELF BOOKCASE				3362886057	12/17/2017	180223		201.46
		400-650-703	HAYDN FABRIC CHAIR BLACK				3362886057	12/17/2017	180223		58.68
		400-650-559	SHUTTER SCAN STAMPER				3362886059	12/17/2017	180306		9.21
		400-650-559	4IN STAN VIEW BINDER (2)				3362886059	12/17/2017	180306		30.98
		400-650-559	DAB'N SEAL 4/PK				3362886059	12/17/2017	180306		5.97
		400-650-559	SHARPIE FINE POINT DZ				3362886059	12/17/2017	180306		5.22
		400-650-559	STD ACCO STAPLES 2/PK (2)				3362886059	12/17/2017	180306		15.58
		400-650-559	4/PK MAPTACK BLACK 100/BX				3362045726	12/14/2017	180285		29.79
		400-650-500	FLOOR CHAIR MAT #567296 (4)				3362044007	12/09/2017	180285		128.24
		400-650-559	EPSON 252 HY INK				3362044007	12/09/2017	180285		24.32
		400-650-559	CS COPY PAPER 8.5X11 (6)				3362044007	12/09/2017	180285		217.20
400	CORE & MAIN LP			180724	01/02/2018	12/28/2017				821.04	
		400-651-581	BLUE MARK PAINT (72)				I216658	12/12/2017	180219		195.12
		400-651-581	GREEN MARK PAINT (72)				I216658	12/12/2017	180219		195.12
		400-651-581	5/8X3/4 METER VAL PJCTSX (12)				I216658	12/12/2017	180219		430.80
400	SINGING RIVER ELECTRIC COOPERATIVE			180730	01/02/2018	12/28/2017				7,572.89	
		400-651-631	IONIZATION PLANT 99216002				12172017	12/27/2017			233.64
		400-651-631	LIFT STATIONS 17882				12172017	12/27/2017			2,054.57
		400-651-631	WATER WELLS 17882				12172017	12/27/2017			3,328.88
		400-651-631	CITY HALL SOUTH 17882				12172017	12/27/2017			1,955.80
400	ENGEL ELECTRIC LLC			180740	01/02/2018	01/02/2018				4,610.00	
		400-650-635	DEMO ROOM 5 ALL EXISTING				S171119220	11/19/2017	180272		4,610.00

FUND TOTAL 400 Claims to Checks 15 Total 187,069.15 Manual Held Total 187,069.15

Docket of Claims
Release date from 01/02/2018 thru 01/02/2018

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	41 Total	50,938.51	Manual		Held	Total	50,938.51
FUND 50 Claims	to	Checks	2 Total	62,327.38	Manual		Held	Total	62,327.38
FUND 130 Claims	to	Checks	1 Total	6,211.35	Manual		Held	Total	6,211.35
FUND 157 Claims	to	Checks	1 Total	1,647.70	Manual		Held	Total	1,647.70
FUND 172 Claims	to	Checks	1 Total	1,743.89	Manual		Held	Total	1,743.89
FUND 176 Claims	to	Checks	4 Total	944.59	Manual		Held	Total	944.59
FUND 400 Claims	to	Checks	15 Total	187,069.15	Manual		Held	Total	187,069.15
Total for all Funds		Checks	65 Total	310,882.57	Manual		Held	Total	310,882.57

Councilwoman Martin made the motion to approve the Docket of Claims for Mississippi Development Bank Bond Interest Payment S2013 provided it is true and accurate. Councilman Jackson seconded the motion.

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

ORDER NUMBER 002-2018

WHEREAS, the Mayor and Members of the Council of Gautier authorized the sale of MDB Special Obligation Bond Series 2013 for the Combined Utility System Revenue Project on June 18, 2013, Resolution 019-2013, and agreed to repayment of said debt service per the amortization schedule issued upon execution;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for Mississippi Development Bank Bond Interest Payment S2013 in the amount of $63,062.82 is hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

Docket of Claims
Claims paid from 12/28/2017 thru 12/28/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REGIONS BANK	180727	12/28/2017	12/28/2017			63,062.82	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-819	INT PMT: MDB BOND S2013	5703	11/03/2017		63,062.82

FUND TOTAL 400 Claims to Checks 1 Total 63,062.82 Manual Held Total 63,062.82

Docket of Claims
Claims paid from 12/28/2017 thru 12/28/2017

SUMMARY OF ALL FUNDS

FUND 400 Claims	to	Checks	1 Total	63,062.82	Manual	Held	Total	63,062.82
Total for all Funds		Checks	1 Total	63,062.82	Manual	Held	Total	63,062.82

Councilwoman Martin made the motion to approve Amendment #1 to the Watershed Protection Program grant agreement as presented. Councilman Jackson seconded the motion.

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

ORDER NUMBER 003-2018

WHEREAS, City was awarded approximately $589,640.00 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City; and

WHEREAS, the City requires a time extension under the grant to complete all designated projects;

WHEREAS, Amendment #1 to the Emergency Watershed Protection Program grant agreement extends the project completion date to March 12, 2018;

WHEREAS, Amendment #1 does not change the scope of the work or the amount awarded under the grant;

WHEREAS, the Mayor and Council Members find that Amendment #1 is necessary and in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment #1 to the Emergency Watershed Protection Program grant agreement is hereby authorized.

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 Jackson** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Havens, Grants and Projects Director

Date: December 29, 2017

Subject: NRCS Emergency Watershed Protection Program Grant Agreement Amendment #1

REQUEST:
The Grants and Projects Department requests City Council approval of Amendment #1 for a time extension to the Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service.

BACKGROUND:
The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on May 5, 2017 that it had received an estimated $589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. New EWP guidelines have implemented strict policies on timelines for completion. The City was given less than 220 days to complete all projects.

Areas approved for drainage work include:

- South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
- Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
- Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
- South of Old Shell Landing Road, from near house number 2116 to the end of the road.
- Along the west side of Oxford Drive.
- Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
- Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

DISCUSSION:
This is a time-only amendment, with no funds involved. This amendment extends the project period to March 12, 2018.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve Amendment #1 for a time extension to the Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service.

The City Council may:

1. Approve Amendment #1 for a time extension as presented; or
2. Not approve Amendment #1 for a time extension as presented.

ATTACHMENT(S):

1. Grant Agreement Amendment #1

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
7/2012

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument
68-4423-17-222	01	09/01/2017 through 03/12/2018	Cooperative

5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)

USDA/NRCS - Mississippi State Office
100 W Capitol Street, Suite 3121
Jackson, MS 39269

6. Recipient Organization: (Name and Address)

City of Gautier
3330 HWY 90
Gautier, MS 39553-5124

DUNS:	EIN:
964447817	64-0732369

7. NRCS Program Contact:	8. NRCS Administrative Contact:	9. Recipient Program Contact:	10. Recipient Admin Contact:
Norman Patterson, 601-296-1173 norman.patterson@ms.usda.gov	Lori Baker, 859-224-7360 lori.baker@wdc.usda.gov	April Havens, 228-497-1878 ahavens@gautier-ms.gov	April Havens, 228-497-1878 ahavens@gautier-ms.gov

11. CFDA Number	12. Authority	13. Type of Action	14. Project Director
10.923	Emergency Watershed Protection 7 CFR Part 624	ii. Amendment/Revision	Paula Yancey, 228-497-8000 pyancey@gautier-ms.gov

15. Project Title/Description:
Emergency Watershed Protection - Jackson County, MS. DSR 280591601. Amendment includes this NRCS-ADS-093 (NOA) and attachments listed on page 2.

16. Entity Type: ____Profit ____Nonprofit ____Higher Education ____Federal _X_ State/Local ____Indian/Native American ____Other

17. Select Funding Type:	☑ Federal	☑ Non-Federal
Original Funds Total:	$ 486,453.00	$ 103,187.00
Additional Funds Total:	$ 0.00	$ 0.00
Grand Total:	$ 486,453.00	$ 103,187.00

18. Accounting and Appropriation Data

Financial Code	Amount	Fiscal Year	Treasury Symbol
NR.AI.EG08.28.5269.17XXF (4115)	$ 390,146.49	2017	12X1072
NR.AI.EK05.28.5269.10XXF (4115)	$ 52,083.51	2017	12X1072
NR.AI.EG08.28.5269.17XXT (2559)	$ 44,223.00	2017	12X1072

NO CHANGE IN COST

19. APPROVED BUDGET

Personnel	$	Fringe Benefits	$
Travel	$	Equipment	$
Supplies	$	Contractual	$
Construction	$ 545,417.00	Other	$ 44,223.00
Total Direct Cost	$ 589,640.00	Total Indirect Cost	$
		Total Non-Federal Funds	$ 103,187.00
		Total Federal Funds Awarded	$ 486,453.00
		Total Approved Budget	$ 589,640.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	**Amendment No.**	**Award/Project Period**	**Type of Award Instrument**
68-4423-17-222	01	09/01/2017 through 03/12/2018	Cooperative

List of Attachments:

Attachment A to the Statement of Work

Name and Title of Authorized Government Representative	Signature	Date
KURT READUS, State Conservationist		
Name and Title of Authorized Recipient Representative	**Signature**	**Date**
PAULA YANCEY, City Manager		

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

____
Sponsor

This action authorized at an official meeting of
________________________ on the
________ day of ______________, 20___
at __________________________, State
of ________________ .

____
(Signature)

____
(Title)

AMENDMENT NO. 01
TO AGREEMENT NUMBER 68-4423-17-222
with
CITY OF GAUTIER

PURPOSE:

The purpose of this amendment is to extend the period of performance.

REVISIONS TO THE NOTICE OF AWARD (FORM NRCS-ADS-093):

Period of Performance End Date is revised as shown in Block 3

The List of Attachments on page 2 has been appended to include this attachment

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

Councilwoman Martin made the motion to approve consent agenda items 1-3 as presented. Councilman Jackson seconded the motion.

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

ORDER NUMBER 004-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 - 3 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 Jackson** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

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

ORDER NUMBER 005-2018

WHEREAS, Miss. Code Ann. 21-3513 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for October 2017 is hereby received.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

OCT 2017 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	**$1,899,669.04**
MS Development Loan Katrina	Depository Account	007-000-001	**$275.20**
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	**$13,631.67**
Allen Road Widening	Depository Account	020-000-001	**$31,890.62**
MDOT Safe Routes to School	Depository Account	029-000-001	**($27,915.12)**
MDAH School House Grant	Depository Account	030-000-001	**$1,508.43**
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	**($61,910.50)**
Martin Bluff Road Improvements	Depository Account	128-000-001	**$102,012.64**
U S Justice Equitable Sharing	Depository Account	157-000-001	**$445,780.92**
Fire Protection Fund	Depository Account	160-000-001	**$277,573.28**
Tidelands Grant	Depository Account	171-000-001	**($26,734.16)**
Library Support Fund	Depository Account	172-000-001	**$1,705.07**
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	**$51,645.65**
USDA NRCS EWP Program	Depository Account	300-000-001	**$178,387.00**
Solid Waste Fund	Depository Account	404-000-001	**($59,575.48)**
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		**$2,827,944.26**
	General Depository Reconciled Cash Balance		**$2,827,221.80**

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	**$1,965,628.55**
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	**$60,831.74**
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		**$2,026,460.29**
	Enterprise Reconciled Cash Balance		**$2,023,317.77**

OCTOBER 2017
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2018	OCT 2017	Balance	% to date
	General Fund Revenues	**9,592,488.00**	**543,421.47**	**9,049,066.53**	*5.6%*
	Expenditures:				
001	Legislative	129,212.00	14,420.37	114,791.63	*11.1%*
010	City Court	319,170.00	24,494.44	294,675.56	*7.6%*
021	City Manager	243,564.00	32,639.65	210,924.35	*13.4%*
022	Human Resources	143,050.00	9,812.66	133,237.34	*6.8%*
040	City Clerk	277,455.00	15,155.00	262,300.00	*5.4%*
045	Finance	183,825.00	10,649.56	173,175.44	*5.7%*
060	City Attorney	105,000.00	7,916.67	97,083.33	*7.5%*
090	Economic Dev - Planning	337,137.00	31,068.05	306,068.95	*9.2%*
092	Building & General Expenses	566,700.00	11,918.73	554,781.27	*2.1%*
094	Grants & Project Admin	141,768.00	5,707.36	136,060.64	*4.0%*
100	Police	3,204,363.00	205,718.78	2,998,644.22	*6.4%*
161	Fire	2,405,157.00	166,585.95	2,238,571.05	*6.9%*
170	Recreation	452,934.00	29,272.01	423,661.99	*6.4%*
201	PW: Streets	278,000.00	8,776.57	269,223.43	*3.1%*
205	PW: Maintenance	234,530.00	16,169.48	218,360.52	*6.8%*
900	Interfund Transfers	1,045,982.00	0.00	1,045,982.00	
	General Fund Expenditures	**10,067,847.00**	**590,305.28**	**9,477,541.72**	*5.8%*
	Total Operating Expenditures	8,873,297.00	590,305.28	8,282,991.72	
	Total Capital Outlay Expenditures	84,592.00	0.00	84,592.00	
	Total Debt Service	63,976.00	0.00	63,976.00	
	Total Transfers Out	1,045,982.00	0.00	1,045,982.00	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	10,067,847.00	590,305.28	9,477,541.72	
	Personnel	6,914,250.00	485,940.86	6,428,309.14	
	Supplies	456,517.00	16,830.99	439,686.01	
	Other Services	1,502,530.00	87,533.43	1,414,996.57	
	Capital Outlay	84,592.00	0.00	84,592.00	
	Debt Service	63,976.00	0.00	63,976.00	
	Interfund Transfers for DS	1,045,982.00	0.00	1,045,982.00	
	Unappropriated	0.00	0.00	0.00	
	Check Total	10,067,847.00	590,305.28	9,477,541.72	

OCTOBER 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2018	As of OCT 2017	Balance	*8.33% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	0.00	279,229.00	
Expenditures	279,229.00	0.00	279,229.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	14,434.00	0.00	14,434.00	
Expenditures	46,324.00	0.00	46,324.00	
029 MDOT Safe Routes to School				
Revenues	59,938.88	0.00	59,938.88	
Expenditures	23,380.33	268.09	23,112.24	*1.1%*
030 MDAH 2014 Community Heritage				
Revenues				
050 MDMR City Park Boat Launch Imps				
Revenues	269,128.00	68,127.40	201,000.60	*25.3%*
Expenditures	178,291.47	39,201.37	139,090.10	*21.9%*
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 $7M GO Bond - Capital Improvements				
Revenues	4,114,562.21	114.11	4,114,448.10	
Expenditures	4,401,062.21	2,670.00	4,398,392.21	
157 US Justice Equitable Sharing				
Revenues	0.00	29,719.00	(29,719.00)	
Expenditures	50,000.00	3,477.92	46,522.08	*6.9%*
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	0.00	195,635.85	
171 Combined Tidelands Grant				
Revenues	713,797.29	22,709.13	691,088.16	*3.1%*
Expenditures	632,264.74	0.00	632,264.74	
172 Library Support Fund				
Revenues	109,578.00	1,705.07	107,872.93	*1.5%*
Expenditures	109,578.00	0.00	109,578.00	

OCTOBER 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of OCT 2017	Balance	8.33% % to date
176 Shepard State Park				
Revenues	89,500.00	4,550.50	84,949.50	5.0%
Expenditures	124,623.00	4,950.77	119,672.23	3.9%
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	0.00	664,840.00	
350 Elevated Water Tank				
Revenues	1,122,500.00	0.00	1,122,500.00	
Expenditures	1,122,500.00	0.00	1,122,500.00	
351 Bemis Sewer Project				
Revenues	1,200,000.00	0.00	1,200,000.00	
Expenditures	1,200,000.00	0.00	1,200,000.00	
404 Solid Waste Fund				
Revenues	1,284,000.00	0.00	1,284,000.00	
Expenditures	1,305,000.00	84,513.33	1,220,486.67	6.4%
409 EPA: Brownfields Assessment				
Revenues	7,693.90	0.00	7,693.90	
Expenditures	7,693.90	0.00	7,693.90	

OCTOBER 2017
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2018	OCT 2017	Balance	8.33% % to date
Utility Fund Revenues	8,943,818.00	780,101.30	8,163,716.70	8.7%
Administration	2,805,776.00	250,507.35	2,555,268.65	8.9%
Water & Sewer O & M	2,955,884.00	199,974.23	2,755,909.77	6.7%
Debt Service	2,476,684.00	303,514.48	2,173,169.52	12.2%
Transfers	536,000.00	0.00	536,000.00	
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,974,344.00	753,996.06	8,220,347.94	8.4%
Total Operating Expenditures	*5,607,660.00*	*450,481.58*	*5,157,178.42*	
Total Capital Outlay Expenditures	*154,000.00*	*0.00*	*154,000.00*	
Total Debt Service	*2,476,684.00*	*303,514.48*	*2,173,169.52*	
Total Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*	
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,974,344.00*	*753,996.06*	*8,220,347.94*	
Personnel	*249,133.00*	*4,565.00*	*244,568.00*	
Supplies	*330,000.00*	*5,038.23*	*324,961.77*	
Other Services	*5,028,527.00*	*440,878.35*	*4,587,648.65*	
Capital Outlay	*154,000.00*	*0.00*	*154,000.00*	
Debt Service	*2,476,684.00*	*303,514.48*	*2,173,169.52*	
Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*	
Contingencies	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,974,344.00*	*753,996.06*	*8,220,347.94*	

Enterprise Special Funds

421 MSB - Water Ionization Plant	BUDGET FY 2018	OCT 2017	Balance	8.33%
Capital Outlay	55,131.74	0.00	55,131.74	

602 DEBT SERVICE: 2012 GUD BOND	BUDGET FY 2018	OCT 2017	Balance	8.33%
Revenue	1,397,350.00	116,716.87	1,280,633.13	8.3%
Bonds Payable	1,396,350.00	0.00	1,396,350.00	

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

RESOLUTION NUMBER 003-2018

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO PERFORMANCE OF HIS OFFICIAL DUTIES

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for travel expenses and mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted travel expenses and mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars ($100.00) per month; and

WHEREAS, in the month of October, Mayor Phil Torjusen travelled to Oxford, MS for the purpose of the 2017 MML Small Town Conference in performance of his official duties as a council member; and

WHEREAS, the personal vehicle of the council member was used for the above travel;

WHEREAS, the distance of travel was 730 miles; and

WHEREAS, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars ($100) per month with the mileage expense at the federal approved rate of reimbursement; and

WHEREAS, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member’s official duties;

BE IT, THEREFORE, RESOLVED that the mileage reimbursement of $100 is hereby approved.

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

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

NAYS: **None**

ABSENT: **Cameron George**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 12/21/2017
Subject: Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties

---

REQUEST:
Authorization to reimburse for mileage to Mayor Phil Torjusen for the purpose of the 2017 MML Small Town Conference in Oxford, MS.

DISCUSSION:
The City Council has budgeted travel expenses and mileage reimbursement for the mayor and council members to travel in performance of their official duties, up to one hundred dollars ($100) per month; and in the month of October, Mayor Phil Torjusen traveled to Oxford, MS, for the purpose of the 2017 MML Small Town Conference. His personal vehicle was used for the trip.

RECOMMENDATION:
City Clerk recommends reimbursement to Mayor Phil Torjusen for mileage expense in the amount of one hundred dollars ($100).

ATTACHMENTS:
None

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

ORDER NUMBER 006-2018

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held December 5, 2017 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 Jackson** and the following vote was recorded:

AYES:	**Phil Torjusen**
	Mary Martin
	Richard Jackson
	Casey Vaughan
	Rusty Anderson
	Adam Colledge
NAYS:	**None**
ABSENT:	**Cameron George**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2018.

Councilwoman Martin made the motion to recess until January 16, 2018 at 6:30pm.

Councilman Colledge seconded the motion and the vote 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 meeting of January 16, 2018.

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting: January 16, 2018
Title: Approval of Revised Tri-Party Agreement for Commercial Redevelopment Incentive Grant

Introduced by:
Contact Person/Telephone City Manager 497-8000 Ext. 306

Summary Explanation: Approval of Revised Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

WHEREAS, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

WHEREAS, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

WHEREAS, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the "Grant Program"), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

WHEREAS, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of commercial property located at 2029 Highway 90, Gautier, Mississippi 39553 (the "Redevelopment Project"), which shall be developed for the purpose of opening and operating a retail chain establishment, and specifically, Harbor Freight; and

WHEREAS, it is understood by all parties that the incentive for ERM's participation in the Grant Program is based upon the Verified Tax Increase, as defined herein, and as further described in the Program Agreement to be entered into by and between SMPDD and ERM contemporaneously herewith; and

WHEREAS, ERM has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

WHEREAS, Michael Sawyer, on behalf of ERM, and the City entered into a Memorandum of Intent (hereinafter "MOI") on or about May 9, 2017, and ERM relied upon said MOI in moving forward with the Redevelopment Project; and

WHEREAS, ERM, the City and SMPDD wish to proceed with memorializing these agreements; and

WHEREAS, after the City Council's approval of the original Tri-Party Agreement, revisions were deemed necessary by all parties;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the Revised Tri-Party Agreement Commercial Redevelopment Incentive Grant and Related Services is hereby approved.

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

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

AYES:

NAYS:

____

MAYOR

ATTEST:

____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2018.

TRI-PARTY AGREEMENT
FOR COMMERCIAL REDEVELOPMENT INCENTIVE GRANT
AND RELATED SERVICES

This Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services (herein the "Tri-Party Agreement") is entered into as of the ___ day of _____________, 2018, by and among the City of Gautier (hereinafter, "City"), ERM Properties, LLC (hereinafter, "ERM") and Southern Mississippi Planning and Development District, Inc. (hereinafter, "SMPDD"). Each above entity is a "Party" and collectively they shall be referred to as the "Parties".

WHEREAS, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

WHEREAS, the City may also place reasonable conditions on the use of the funds allocated to SMPDD, and otherwise earmark such funds for a specific purpose; and

WHEREAS, SMPDD is a 501(c)(3) private non-profit corporation which engages in activities which include, but are not limited to, administration of a Commercial Redevelopment Incentive Grant Program (the "Grant Program"), which allows private developers to apply for redevelopment grants to incentivize the reuse/redevelopment of existing commercial properties; and

WHEREAS, it is the desire of the City to allocate to SMPDD certain sums described below for the specific purpose of funding the Grant Program to be used as described below for redevelopment of commercial property located at 2029 Highway 90, Gautier, Mississippi 39553 (the "Redevelopment Project"), which shall be developed for the purpose of opening and operating a retail chain establishment, and specifically, Harbor Freight; and

WHEREAS, it is understood by all parties that the incentive for ERM's participation in the Grant Program is based upon the Verified Tax Increase, as defined herein, and as further described in the Program Agreement to be entered into by and between SMPDD and ERM contemporaneously herewith; and

WHEREAS, ERM has approached the City and requested participation in the Grant Program administered by SMPDD in order to incentivize the reuse/redevelopment of existing commercial property within the City, as described above; and

WHEREAS, Michael Sawyer, on behalf of ERM, and the City entered into a Memorandum of Intent (hereinafter "MOI") on or about May 9, 2017, and ERM relied upon said MOI in moving forward with the Redevelopment Project; and

WHEREAS, ERM, the City and SMPDD wish to proceed with memorializing these agreements;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. ERM REPRESENTATIONS AND RESPONSIBILITIES

1. ERM represents that it owns or will purchase the Redevelopment Project, and that it has or will secure a lease of the Redevelopment Project with Harbor Freight Tools USA, Inc., as lessee ("Harbor Freight Tools"), for the purpose of operating a Harbor Freight retail chain establishment ("Harbor Freight") upon the Redevelopment Project.

2. Upon the execution of this Tri-Party Agreement, ERM will immediately complete a grant application with SMPDD which shall include, but is not limited to, estimated costs, projected tax increase, and development time frame, in order to take part in the Grant Program.

3. Upon approval of the grant application, ERM will enter into a Program Agreement with SMPDD governing the distribution of funds under the Grant Program.

4. ERM will redevelop the Redevelopment Project and will document all costs incurred by it in said redevelopment for the purpose of leasing the property to Harbor Freight Tools for the further purpose of opening and operating Harbor Freight.

5. ERM acknowledges and agrees that within 90 days of the grant of a certificate of occupancy for the Redevelopment Project, documentation of project costs will be provided to the City and SMPDD, to the City's and SMPDD's satisfaction. "Project Costs" shall be defined as any expenditure related to the reuse and redevelopment of the Redevelopment Project, including the purchase price of the real property related to the Redevelopment Project (but excluding associated acquisition costs, including, but not limited to, attorney's fees, title abstract fees, title insurance, hazard insurance, attorney's fees, prorated taxes, appraisal costs, and financing-related costs), and cost of materials directly related to the reuse and redevelopment (but excluding expenditures for furniture, fixtures and equipment, inventory of merchandise to be sold by Harbor Freight, general maintenance, and work that does not improve the appearance or functionality of the Redevelopment Project).

6. ERM acknowledges that it is eligible to participate in the Grant Program administered by SMPDD. Under the Grant Program, commencing twelve (12) months after the certificate of occupancy is issued, and once per year for a period of up to fifteen (15) consecutive years (the "Program Years"), ERM is eligible to receive an amount equal to 35% of the City's portion of the verified increase in sales tax collected by the City and directly attributable to sales made by Harbor Freight (the "Verified Tax Increase"). The 35% of the Verified Tax Increase attributable to sales by Harbor Freight shall be referred to herein as the "Grant Award." Under no circumstances will the total Grant Award exceed the lesser of one-third (1/3) of ERM's total substantiated Project Costs, or Three Hundred Thirty Three Thousand Three Hundred Thirty Three and 33/100 Dollars ($333,333.33), (the "Grant Cap").

7. ERM acknowledges that SMPDD shall be entitled to an administration fee of Five Percent (5%) of every Grant Award (the "Administrative Fee"), as more fully detailed in the Program Agreement, which will be deducted from all Grant Awards prior to SMPDD paying the balance thereof to ERM.

8. ERM acknowledges that upon acceptance of its completed Grant Program application, and execution of this Tri-Party Agreement and the Program Agreement, Grant Awards will not begin until twelve (12) months after the certificate of occupancy is issued to ERM for the Redevelopment Project, and the Verified Tax Increase is reviewed and accepted by both the City and SMPDD. It shall be ERM's responsibility to provide documented proof of the Verified Tax Increase to the City and SMPDD to the satisfaction of each entity.

9. ERM acknowledges that its lease agreement with Harbor Freight Tools requires Harbor Freight Tools, as lessee, to provide the Verified Tax Increase information and supporting documentation to ERM, the City and SMPDD on an annual basis. This shall include, but is not limited to, the total Mississippi sales taxes paid by Harbor Freight Tools, d/b/a Harbor Freight. The parties acknowledge that this information provided by Harbor Freight Tools is third party proprietary information and will not be further released by any Party to this Tri-Party Agreement, unless required by law.

10. ERM represents to the City and SMPDD that its proposed Redevelopment Project would not be a commercially prudent and financially feasible project for ERM's private investment without the Grant Award and that "but for" the incentive of the Grant Award, ERM would not undertake the Redevelopment Project.

II. <u>CITY REPRESENTATIONS AND RESPONSIBILITIES:</u>

1. City agrees that upon ERM's compliance with the above obligations, and as consideration therefore, it will provide to SMPDD, as administrator of the Grant Program and on ERM's behalf, the Grant Award. SMPDD shall be compensated by way of the Administrative Fee. The Administrative Fee shall be deducted from the Grant Award prior to submission of payment to ERM.

2. For ERM's successful participation in the Grant Program, the City agrees to provide the Grant Award to SMPDD during the Program Years, or until the Grant Cap is reached, whichever occurs first, unless sooner terminated in accordance with Paragraphs 4 or 5 of this Section II.

3. The City will execute and deliver to SMPDD any other documentation consistent with this Tri-Party Agreement necessary to carry out the terms hereof.

4. Should the Redevelopment Project as defined herein cease to exist, or in the event Harbor Freight Tools terminates its lease and/or its operations at 2029 Highway 90, Gautier, Mississippi 39553, this Tri-Party Agreement will automatically terminate and the responsibilities of the City and SMPDD, as identified herein, shall terminate effective immediately as of the date of termination of operations of Harbor Freight or cessation of the Redevelopment Project, whichever date first occurs.

5. The City is agreeing to contribute the Grant Award as calculated by the Verified Tax Increase in sales tax resulting from only this Redevelopment Project, and specifically excludes an increase in sales tax resulting from any further expansion, or additional redevelopment in the future. If at any time during the Program Years the real property constituting the

Redevelopment Project is conveyed, transferred or assigned to any other entity by ERM, whether by specific act or operation of law, the obligations of SMPDD and the City under this Tri-Party Agreement, and the obligations of SMPDD under the Program Agreement, shall automatically terminate, unless the City and SMPDD have granted their prior written consent to the conveyance, transfer or assignment, which consent shall not be unreasonably withheld. In the event the City and SMPDD authorize such conveyance, transfer or assignment, the rights, duties and obligations of ERM must be assigned to and assumed by the party to which the Redevelopment Project is conveyed, transferred or assigned. Notwithstanding the aforegoing, in the event the Redevelopment Project is leased by any entity other than Harbor Freight Tools, the City's obligations under this Tri-Party Agreement shall automatically terminate.

III. SMPDD REPRESENTATIONS AND RESPONSIBILITIES

1. Upon execution of this Tri-Party Agreement, SMPDD will provide an application to ERM for participation in SMPDD's Grant Program.

2. Upon reaching terms satisfactory to SMPDD and ERM, SMPDD will enter a Program Agreement with ERM governing the distribution of funds under the Grant Program.

3. The Grant Program and Program Agreement will allow for and detail the mechanism for distribution of the Grant Award to ERM pertaining to the Redevelopment Project.

4. The Program Agreement between SMPDD and ERM will define the Administrative Fee to be charged by SMPDD and paid from the Grant Award provided by the City; however, no additional funds from the City shall be obligated beyond those identified above.

5. SMPDD will administer the Grant Program to ensure that ERM meets all requirements and obligations identified herein and in the Program Agreement prior to distribution of any Grant Award.

6. SMPDD's administration of the Grant Program includes receipt of the Grant Award from the City, determining (in conjunction with the City) the appropriate amount of funds due to ERM, if any, and disbursing the Grant Award, less the Administrative Fee, to ERM in accordance with this Tri-Party Agreement and the Program Agreement.

7. Upon SMPDD's annual receipt of the Grant Award, SMPDD shall prepare a report to ERM and the City (the "Annual Report") which will include, but is not limited to: (a) the Verified Tax Increase for the year; (b) the amount of the Grant Award for the year; (c) the amount of the Administrative Fee to be deducted from that year's Grant Award and retained by SMPDD; and (d) the amount of eligible awards remaining on the Grant Cap after each annual Grant Award.

IV. GENERAL TERMS

1. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a

nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, to the following:

Paula Yancey, City Manager
City of Gautier
3330 HWY 90
Gautier, MS 39553

ERM Properties, LLC
Ryan Markle
____
____

Southern Mississippi Planning and Development District, Inc.
Attn: Leonard Bentz, Executive Director
9229 Highway 49
Gulfport, MS 39503

With a copy to:

Hugh D. Keating, Esq.
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, Sixth Floor
Gulfport, MS 39501

2. The modification or amendment of this Tri-Party Agreement, or any of the provisions herein, will not become effective unless executed in writing by all Parties.

3. Except for disclosure to legal counsel, accountant or financial advisors, no Party to this Tri-Party Agreement shall disclose the terms hereof to any person who is not a Party or signatory hereto, unless disclosure thereof is required by law or otherwise authorized by this Tri-Party Agreement or consented to by all Parties in writing. The parties understand that this agreement is a public record and must be adopted by the City Council on the minutes of an open meeting. Unauthorized disclosure of the terms of this Tri-Party Agreement shall be a material breach hereof.

4. Nothing contained in this Agreement shall be construed as constituting any Parties as principal and agent, partners or joint venturors.

5. If any provision of this Tri-Party Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision herein is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

6. This Tri-Party Agreement shall be construed in accordance with the laws of the State of Mississippi. Any and all disputes arising hereunder shall be tried in a court of competent

jurisdiction in Jackson County, Mississippi. By execution hereof, each Party consents to jurisdiction in Jackson County, Mississippi, and waives any and all defenses or objections to jurisdiction or venue in Jackson County, Mississippi.

7. This Tri-Party Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. The Parties stipulate that a photocopy of an executed original shall be admissible in evidence for all purposes in any proceeding as between the Parties.

8. This Tri-Party Agreement has been jointly drafted by all Parties, and in the event of any ambiguity, such ambiguity shall not be construed against any drafting Party.

AGREED:

City of Gautier:

____ DATE:______________

By:____

ERM Properties, LLC:

____ DATE: ______________

By:____

Southern Mississippi Planning and Development District, Inc.

____ DATE: ______________

By:____

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
January 16, 2018

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
