

Shepard State Park

Operations, Maintenance & Improvements Plan

Shepard State Park is located in southeast Gautier and is comprised of 395 acres. The Park includes 26 RV sites, primitive camping, two public bathrooms, a pavilion, central office, one residential home, maintenance building, disc golf course, boat launch, and nature trails. This popular primitive recreational amenity on the Mississippi coast is an unpolished gem. Under the right management, the Park will reinforce Gautier's tourism economy and provide valuable recreational opportunities for residents.

Today, the City of Gautier has few parks and most tend to be small. Bacot Park, the City's largest, is focused on youth athletics. George Martin City Park is an attractive waterfront park serving the needs of seniors, young children and watercraft. Buddy Davis Baseball Complex, Jackson County Soccer Complex and Frasier Park (, a neighborhood park) are owned by Jackson County or the Pascagoula School District. As a City park, Shepard will become our largest, tourism-oriented park.

Based on staff analysis of the State's budget and conversations with Park staff, the City's assumption of operations and maintenance of Shepard State Park is likely to result in an improved park and surplus revenue. A revitalized Shepard State Park is an important next step as part of our Nature's Playground strategy.

Future Improvements

The opportunities to improve Shepard State Park are exciting and numerous. Master Plans and specific improvement plans found at the central office in the Park suggest the possibility of adding an archery range, equestrian trails and stables, more camping sites, more pavilions and playgrounds, fishing piers, and hiking trails. These possible improvements will increase resident and tourist enjoyment plus increase revenues.

The City's FY 2014 Tidelands request included more camping sites, a fishing pier, two new bathrooms, pavilion, playground, and general upgrades to the Park. The total request is \$1,000,000.00.

The MS Department of Wildlife, Fisheries and Parks has recommended that the City apply for a Recreation Trails Program grant. A maximum grant of \$100,000 will enable the City to add trails and improve existing trails for park patrons.

Operations and Maintenance

The State employs two persons to handle maintenance and reservations. The contract employee works in the office to handle reservations and day visitors. The maintenance employee lives in a trailer inside the park and handles issues that arise in the evening. Also, the State occasionally hires outside contractors to help repair and upgrade the Park. The Gautier Garden Club maintains the entrance sign's landscaping.

Park revenues enable the City to hire a new full-time employee to work with two inmates to maintain, repair and upgrade the park. Also, the City shall employ a part-time employee to handle weekend campers and visitors. Weekday reservations and management issues may be handled by those currently employed within the Department of Economic Development and Planning. Three current Cultural Services employees will relocate from City Hall to the Parks central office. The Park's maintenance building provides a much needed maintenance shop and storage building for the Cultural Services division. This should allow us to clean up and organize equipment and parts located in many different facilities around the City.

A City employee may be allowed to reside in the trailer without cost in exchange for handling issues that arise in the evening. If the problem requires a greater level of personnel or higher skill level than this employee's expertise, then other employees or professionals under contract with the City may be called in to assist with the matter.

Buildings & Equipment

City staff surveyed the Shepard State Park's buildings and equipment. The buildings and grounds are in adequate condition for operations, but future repairs were noted. Future repairs to buildings and equipment include:

Central Office, exterior repairs	\$5,000
RV Bathrooms, shower replacement	\$5,000
Pavilion Bathrooms, roof replacement	\$5,000
Tractor, overhaul	\$2,000
<u>Maintenance Building, general</u>	<u>\$5,000</u>
TOTAL	\$22,000

Budget

Based on the State's FY2011-12 Revenue and Expenditure information for Shepard State Park, the City may realize a surplus of revenue under City management. The State's budget shows total revenue of \$187,797.65 in FY11-12 with \$168,415.00 coming from camping rentals. The State's budget shows \$169,721.22 of expenses. This suggested that the Park yielded a surplus of \$18,076.43.

A preliminary City budget amendment for Shepard Park assumes one new full-time employee and one part-time employee to replace the State's employee and contract worker. Other forecasted expenses and revenues are estimated to be similar to the State's FY11-12 budget with the exception of "contractual services." The State informed the City that these services were primarily for improvements to the home along Graveline Road. Under this scenario, the City may realize a profit of \$25,516.22.

If the City begins renting the home on Graveline Road, improves the general condition of the Park and institutes tighter controls on entrance fees, it may see a significant increase in revenues. The forecasted profit and possible increase in revenues may be used to address needed repairs and improvements to the Park. In summary, the City will have a better park for residents and tourists plus realize a profit to reinvest in our future.

**MEMORANDUM OF UNDERSTANDING
AND
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
AND
THE CITY OF GAUTIER, MISSISSIPPI**

This Memorandum of Understanding is entered into between the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and the City of Gautier, Mississippi, (Gautier) concerning the operation and maintenance of Shepard State Park, and related facilities, located near Gautier, Mississippi.

WHEREAS, beginning in December of 1976, Mr. Horace A. Shepard conveyed certain tracts of land to the State of Mississippi, Afor the purpose of establishing a forest reserve, a public park, and a bird and other wildlife sanctuary.

WHEREAS, the State of Mississippi established Shepard State Park upon the lands conveyed from Mr. Horace A. Shepard.

WHEREAS, the original deeds transferring the lands of the Shepard State Park and Refuge contain a determinable fee contingency that should the State ever cease to operate the property as a Aforest reserve, a public park, and a bird and other wildlife sanctuary, the State would be divested of ownership and the property would pass to a third party.

WHEREAS, the City of Gautier, Mississippi has approached the MDWFP about taking over operation of Shepard State Park and possibly further developing the facilities at the park consistent with city plans for expansion, economic development and related purposes consistent with the restrictions contained in the original granting deeds.

WHEREAS, the Mississippi Commission on Wildlife, Fisheries, and Parks at their regular meeting of _____, 2012, stated its approval and acceptance of Gautier's proposal and authorized the Executive Director to execute any such agreement necessary to effect the transfer of the operation of Shepard State Park to the City of Gautier.

WHEREAS, The City of Gautier, at its regularly scheduled City Council meeting of _____, 2012, authorized its City Manager to enter into and execute any such agreement as may be necessary to effect the transfer of operation of Shepard State park to the City of Gautier.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

RESPONSIBILITIES OF THE CITY OF GAUTIER:

The City of Gautier will operate Shepard State park in a manner consistent with its current operations as a Aforest reserve, a public park, and a bird and other wildlife sanctuary.

The City of Gautier assures that it has or will employ personnel qualified to operate and maintain the park in as good or better condition as it is at present. The City of Gautier further assures that it will continue to operate the park as a park, and as a bird and wildlife sanctuary/refuge.

The City of Gautier agrees that it will continue to operate and maintain those facilities constructed with funds from the Land and Water Conservation Fund grants in a manner consistent with the rules and regulations applicable thereto, to include, but not be limited to, making application, with the assistance of the MDWFP, to become a Substitute Sponsor under the LWCF grants.

RESPONSIBILITIES OF THE MDWFP:

The MDWFP will provide technical assistance to the City of Gautier in the management of the park as a bird and wildlife sanctuary/refuge, to include, but not be limited to:

Technical assistance with preserving and maintaining critical wildlife habitat;

Technical assistance with preserving and maintaining certain marine and/or estuarine ecosystems

Technical maintenance of all timber and timber management - this item recognizes that all standing timber on Shepard State Park belongs to the MDWFP. Timber resources shall be managed according to MDWFP timber management policies. Should the City of Gautier wish to develop any part of the park, the City shall obtain the MDWFP's prior approval and assistance, and any timber to be removed shall be removed by the MDWFP. All income derived from timber management practices of the MDWFP shall be shared equally by and between the MDWFP and the City of Gautier (50% each).

Income generated by or derived from public use of the park such as gate fees, user fees, special event fees, etc., shall belong to the City of Gautier.

To the extent allowed under state purchasing laws and regulations, the MDWFP will make available to the City of Gautier such equipment and facilities as the City may need to operate and maintain the park. This shall include, but not be limited to those structures constructed and standing on the park grounds, as well as those certain items of equipment or other

inventory set forth on the inventory schedule attached hereto as Exhibit A.

The MDWFP will provide technical guidance and assistance to the City in its application to become a substitute sponsor under the LWCF grant(s).

OTHER PROVISIONS:

The parties agree that they will execute any such other and further agreements as may be necessary for the City to operate, manage and maintain the Park.

The City of Gautier shall have the right to make an offer or offers of employment to any current employees of the MDWFP presently working at Shepard State Park. In the event any employees choose to change their employment to the City of Gautier, the MDWFP shall work with the City to make the transition seamless so as to prevent any loss of or gap in benefits, etc.

Either party to this agreement may terminate the agreement upon 90 days written notice.

ASSURANCES:

The City of Gautier assures the MDWFP that its operation, management and maintenance of the park shall comply with all applicable laws, regulations and rules, including but not limited to equal employment opportunity laws, nondiscrimination laws and the rules and regulations of the United States Department of Interior, National Park Service.

IT IS THE INTENT OF THE PARTIES HERETO, that this agreement shall survive in perpetuity and be binding upon successive city government administrations and commissions of Wildlife, Fisheries and Parks, and/or each party's successors or assigns, to the extent allowed by law.

SO AGREED and executed, this the _____ day of _____, 2012.

CITY OF GAUTIER

**MISSISSIPPI DEPARTMENT OF WILDLIFE,
FISHERIES, AND PARKS**

Honorable
City Manager

Sam Polles, Ph.D.
Executive Director