Tuesday
April 1, 2014
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 April 1, 2014 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 1, 2014 @ 6:30 PM

I. Call to Order

1 Prayer

2 Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1 3rd Annual Easter Egg Hunt Saturday, April 5th 10:00 am Shepard State Park

2 Jackson County Household Hazardous Waste Collection Day Saturday, April 26th 8 am – 12 pm in the Singing River Mall Parking Lot

3 National Day of Prayer Thursday, May 1st 12:00 pm at the Veterans Tribute Tower

4 Public meeting regarding a Citywide Smoke Free policy will be held Tuesday, April 15th at 6:00 pm

IV. Presentation Agenda

1 Recognition of Retirement for Randy Raynor, Parks Supervisor by Chandra Nicholson, Economic Development and Planning Director

2 February 2014 Financial Report by Teresa Montgomery, Comptroller

V. Public Agenda

1 Agenda Comments

VI. Business Agenda

1 Approval of Proposed Animal Control Ordinance.

2 Order approving Professional Services Agreement for Planning and Related Services-Brown, Mitchell & Alexander, Inc. for the I-10/Hwy 57 Area Study.

3 Order authorizing advertisement for pre-event debris removal services and debris removal monitoring services.

4 Order approving Historic Preservation Commission Nominations for the Gautier Colored School Rehabilitation Project Steering Committee.

5 Order approving the request to fund the Grounds and Maintenance Operator position, eliminate the GIS/Floodplain Manager position and create four (4) part-time Park Attendant positions.

6 Order authorizing advertisement for the Ion Exchange Water Treatment Plant.

7 Resolution authorizing and approving the execution of a Financial Agreement with BankcorpSouth Equipment Finance.

8 Order approving Paid Docket of Claims.

9 Order approving Docket of Claims.

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

1 Order approving Minutes from Recessed Council Meeting held March 18, 2014.

2 Order approving lien to adjudicate private property clean up costs at 3824 Kendale Drive, Gautier.

3 Order declaring Friday, April 18, 2014 Good Friday as a legal holiday.

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
April 1, 2014

1 Discuss Citizen Comments

2 Discuss Council Comments

3 Discuss City Manager Comments

4 Discuss City Clerk Comments

5 Discuss City Attorney Comments

Recess until April 15, 2014 @ 6:00 PM
www.gautier-ms.gov

Motion made by Councilwoman Martin to revise and approve the agenda as follows:

1 Move Business Item #7 – Resolution authorizing and approving the execution of a Financial Agreement with BankcorpSouth Equipment Finance.

2 Add Business Item #10 Resolution designating a segment of Highway 90 as the "Scott E. Pruitt Highway".

Motion seconded by Councilman Jones and unanimously carried.

Announcements

1. **3rd Annual Easter Egg Hunt Saturday, April 5th 10:00 am Shepard State Park**
2. **Jackson County Household Hazardous Waste Collection Day Saturday, April 26th 8 am – 12 pm in the Singing River Mall Parking Lot**
3. **National Day of Prayer Thursday, May 1st 12:00 pm at the Veterans Tribute Tower**
4. **Public meeting regarding a Citywide Smoke Free policy will be held Tuesday, April 15th at 6:00 pm in City Hall Council Chambers**

Jackson County
Household Hazardous Waste Collection Day

ACCEPTABLE ITEMS

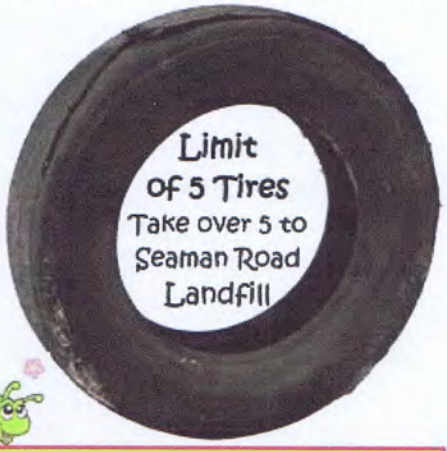
Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug & Upholstery Cleaner, Scouring Powder, Silver Polish, Snail & Slug Killers, Toilet Bowl Cleaner, Transmission Fluid, Tub & Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish

DO NOT BRING

Explosive Materials
Radioactive Materials
Electronics
Business Waste
Compressed Cylinders
Medical/Biological Waste
Syringes
PCB's

A One Day FREE
Proper Disposal Turn-in Event

Saturday, April 26, 2014
8 a.m. - 12 noon
Singing River Mall Parking Lot
Highway 90, Gautier



Call (228) 872-8340 for more information

Household Hazardous Waste is ... Unused or leftover portions of products containing toxic chemicals. Any product which is labeled CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE is considered a household hazardous waste.

A Safe Substitute is ... A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

Legal Transportation is ... Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

DO NOT TRANSPORT OVER 5 GALLONS OR 50 POUNDS AT ONE TIME.

Proper Disposal is ... Extremely important. It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead; use up the product as intended or take to a household hazardous waste event.

The collection event is a community service funded by the MS Department of Environmental Quality in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.

Presentation Agenda

1 **Recognition of Retirement for Randy Raynor, Parks Supervisor by Chandra Nicholson, Economic Development and Planning Director**

2 **February 2014 Financial Report by Teresa Montgomery, Comptroller**

Economic Development/Planning Department

Certificate of Retirement

Is Presented to Randy Raynor

In grateful recognition of 14 years of service

From 2000 to 2014 as a faithful Civil Servant of the Economic Development/Planning Department of the City of Gautier, Mississippi.

This 26th Day of March, 2014.

February 2014 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$1,726,059.45
MS Development Loan Katrina	Depository Account	007-000-001	$2,460.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	($47,339.20)
Transportation Enhancement	Depository Account	013-000-001	$31,250.00
CIAP-Town Center	Depository Account	014-000-001	($27,080.83)
Allen Road Widening	Depository Account	020-000-001	$22,369.00
MOHS DUI Enforcement Grant	Depository Account	025-000-001	($12,398.47)
MDOT Safe Routes to School	Depository Account	029-000-001	$15,000.00
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$196,162.62
Fire Protection Fund	Depository Account	160-000-001	$154,941.71
FF Grant:EMW-2012-FO-02393	Depository Account	161-000-001	($0.98)
DMR-BP Oil Spill Grant	Depository Account	165-000-001	($349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	
Tidelands Grant	Depository Account	171-000-001	$233,500.00
Library Support Fund	Depository Account	172-000-001	$37,857.77
Shepard State Park Fund	Depository Account	176-000-001	$25,428.72
Solid Waste Fund	Depository Account	404-000-001	$111,958.04
	General Ledger Cash Balance		$2,708,176.98
	General Depository Reconciled Cash Balance		**$2,708,726.84**

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$221,429.73
	Enterprise Account-Hancock	400-000-002	$2,084,950.31
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	($377,620.32)
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$2,860,676.86
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	$13,216.66
	General Ledger Cash Balance		$4,802,653.24
	Enterprise Reconciled Cash Balance		**$4,799,780.19**

FEBRUARY 2014
YEAR TO DATE TOTALS

	General Fund Totals	FY 2014 Budget	February 2014	Balance	41.66% % to date
	General Fund Revenues	**9,259,267.00**	**4,642,349.87**	**4,616,917.13**	***40.0%***
	Expenditures:				
001	Legislative	106,889.00	47,299.72	59,589.28	*44.2%*
010	City Court	299,473.00	141,449.25	158,023.75	*47.2%*
021	City Manager	172,381.00	71,179.03	101,201.97	*41.2%*
022	Human Resources	143,335.00	57,456.34	85,878.66	*40.0%*
040	City Clerk	270,849.00	110,524.20	160,324.80	*40.8%*
045	Finance	179,971.00	75,920.43	104,050.57	*42.1%*
060	City Attorney	95,000.00	39,583.35	55,416.65	*41.6%*
090	Economic Dev - Planning	816,457.00	349,372.19	467,084.81	*42.7%*
092	Building & General Expenses	384,100.00	181,687.91	202,412.09	*47.3%*
100	Police	3,546,291.00	1,543,340.74	2,002,950.26	*43.5%*
161	Fire	2,130,823.00	731,515.78	1,399,307.22	*34.3%*
170	Recreation	78,600.00	41,069.91	37,530.09	*52.2%*
201	PW: Streets	207,000.00	51,194.65	155,805.35	*24.7%*
205	PW: Maintenance	215,801.00	86,743.68	129,057.32	*40.1%*
680	Debt Service	0.00	0.00	0.00	
900	Interfund Transfers	798,146.00	254,928.75	543,217.25	*31.9%*
	General Fund Expenditures	9,445,116.00	3,783,265.93	5,661,850.07	*40.0%*
	Total Operating Expenditures	8,191,610.00	3,168,528.49	5,023,081.51	
	Total Capital Outlay Expenditur	250,304.00	236,395.56	13,908.44	
	Total Debt Service	205,056.00	123,413.13	81,642.87	
	Total Transfers Out	798,146.00	254,928.75	543,217.25	
	Check Total	9,445,116.00	3,783,265.93	5,661,850.07	
	Personnel	6,560,025.00	2,532,929.91	4,027,095.09	*38.6%*
	Supplies	457,485.00	155,278.78	302,206.22	*33.9%*
	Other Services	1,174,100.00	480,319.80	693,780.20	*40.9%*
	Capital Outlay	250,304.00	236,395.56	13,908.44	*94.4%*
	Debt Service	205,056.00	123,413.13	81,642.87	*60.2%*
	Interfund Transfers	798,146.00	254,928.75	543,217.25	*31.9%*
	Check Total	9,445,116.00	3,783,265.93	5,661,850.07	*40.0%*

Beginning Cash Balance	***1,238,137.31***
General Fund Revenue	***1,976,873.32***
General Fund Expenditures	***1,488,951.18***
Remaining balance	***1,726,059.45***

FEBRUARY 2014
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2014	As of February 2014	Balance	41.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,977.00	254,928.75	26,048.25	90.7%
Expenditures	282,027.00	254,928.75	27,098.25	90.3%
012 CDBG Downtown Revitalization				
Revenues	454,896.08	246,549.30	208,346.78	54.1%
Expenditures	454,551.88	293,544.30	161,007.58	64.5%
013 TE-Downtown Revitalization				
Revenues	420,000.00	0.00	420,000.00	
Expenditures	465,000.00	13,750.00	451,250.00	2.90%
014 CIAP-Town Center				
Revenues	804,143.75	1,200.00	802,943.75	0.1%
Expenditures	790,466.75	14,653.83	775,812.92	1.80%
020 Allen Road Widening				
Revenues	995,980.00	61,000.00	934,980.00	
Expenditures	957,349.00	0.00	957,349.00	
025 MOHS DUI Enforcement Grant				
Revenues	46,088.00	3,396.88	42,691.12	7.30%
Expenditures	46,088.00	15,795.35	30,292.65	34.2%
029 MDOT Safe Routes to School				
Revenues	125,000.00	15,000.00	110,000.00	12.0%
Expenditures	125,000.00	0.00	125,000.00	
100 Hazard Mitigation Grant 1794-23-01				
Revenues	16,800.00	16,800.00	0.00	100.0%
Expenditures	0.00	0.00	0.00	
103 US DOJ Ballistic Vest Grant				
Revenues	24,552.00	0.00	24,552.00	
Expenditures	24,552.00	0.00	24,552.00	
128 Martin Bluff Road Project				
Revenues	0.00	0.00	0.00	
Expenditures	50,000.00	1,568.29	48,431.71	3.1%
157 US Justice Equitable Sharing				
Revenues	0.00	0.00	0.00	
Expenditures	12,276.00	10,646.88	1,629.12	
160 Fire Protection Fund				
Revenues	98,641.00	0.00	98,641.00	
Expenditures	118,742.00	5,849.26	112,892.74	4.9%

161 FF Grant: EMW-2012-FO-02393				
Revenues	29,379.00	29,379.00	0.00	*100.0%*
Expenditures	29,379.50	29,380.48	-0.98	*100.0%*
166 MDOT Youth Corp Program				
Revenues	31,508.01	33,273.39	-1,765.38	*105.6%*
Expenditures	35,000.00	1,014.46	33,985.54	*2.8%*
171 Combined Tidelands Grant				
Revenues	404,736.76	2,625.00	402,111.76	*0.6%*
Expenditures	642,111.76	6,500.00	635,611.76	*1.0%*
172 Library Support Fund				
Revenues	111,698.00	78,219.64	33,478.36	*70.0%*
Expenditures	111,698.00	48,289.20	63,408.80	*43.2%*
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00	0.00	99,840.00	
Expenditures	99,840.00	0.00	99,840.00	
176 Shepard State Park				
Revenues	91,000.00	54,865.00	36,135.00	*60.2%*
Expenditures	86,000.00	43,841.51	42,158.49	*50.9%*
404 Solid Waste Fund				
Revenues	1,205,000.00	523,396.49	681,603.51	*43.4%*
Expenditures	1,205,500.00	414,954.30	790,545.70	*34.4%*

General Depository Special Fund
130 $7M GO Bond - Capital Improvements

	FY 2014 Budget	February 2014	Balance	41.66%
Revenue	488,969.00	759.88	488,209.12	0.1%
Capital Improvements	2,040,022.79	160,684.15	1,879,338.64	7.8%
Debt Service	488,969.00	107,934.38	381,034.62	22.0%
	2,528,991.79	268,618.53	2,260,373.26	

Beginning Cash Balance	***1,689,924.47***
GO Bond Revenues	***130.24***
GO Bond Expenditures	***3,009.00***
Ending Cash Balance	***1,687,045.71***

FEBRUARY 2014
YEAR TO DATE TOTALS

Water & Sewer Utility Fund Totals	FY 2014 Budget	February 2014	Balance	41.66% % to date
Utility Fund Revenues	6,836,647.00	3,744,915.04	3,091,731.96	54.7%
Administration	1,937,700.00	843,987.71	1,093,712.29	43.5%
Water & Sewer O & M	2,343,727.00	813,260.22	1,530,466.78	34.6%
Debt Service	2,348,397.00	1,008,551.15	1,339,845.85	42.9%
Transfers	545,007.00	0.00	545,007.00	
Utility Fund Expenditures	7,174,831.00	2,665,799.08	4,509,031.92	37.1%
Total Operating Expenditures	*4,121,427.00*	*1,657,247.93*	*2,464,179.07*	
Total Capital Outlay Expenditures	*160,000.00*	*0.00*	*160,000.00*	
Total Debt Service	*2,348,397.00*	*1,008,551.15*	*1,339,845.85*	
Total Interfund Transfers	*545,007.00*	*0.00*	*545,007.00*	
Check Total	*7,174,831.00*	*2,665,799.08*	*4,509,031.92*	
Personnel	*103,727.00*	*57,203.85*	*46,523.15*	*55.1%*
Supplies	*360,000.00*	*60,604.29*	*299,395.71*	*16.8%*
Other Services	*3,657,700.00*	*1,539,439.79*	*2,118,260.21*	*42.1%*
Capital Outlay	*160,000.00*	*0.00*	*160,000.00*	
Debt Service	*2,348,397.00*	*1,008,551.15*	*1,339,845.85*	*42.9%*
Interfund Transfers	*545,007.00*	*0.00*	*545,007.00*	
Check Total	*7,174,831.00*	*2,665,799.08*	*4,509,031.92*	*37.1%*
Beginning Cash Balance			***1,922,657.64***	
Enterprise Fund Revenue			***1,063,356.64***	
Enterprise Fund Expenditures			***679,634.24***	
Remaining balance			***2,306,380.04***	

Enterprise Special Fund

414 CIAP Funds: Old Shell Landing	FY 2014 Budget	February 2014	Balance	41.66%
Grant Proceeds	474,615.12		474,615.12	
Construction Phase Services	474,615.12	377,620.32	96,994.80	79.5%

421 MSB - Water Ionization Project	FY 2014 Budget	February 2014	Balance	41.66%
Loan Proceeds				
Expenditures	2,864,351.86	3,675.00	2,860,676.86	0.1%

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

RESOLUTION NUMBER 009-2014

7335B 70322-002

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH BANK FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and City Council, the Governing Body (the "Governing Body") of City of Gautier, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and the City Manager, Mayor and/or City Clerk (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2014.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2014, Lessee has designated $ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than $10,000,000 of obligations issued during calendar year 2014 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2014 will not exceed $10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Councilwoman Martin moved that the foregoing resolution be adopted. Councilman Jones seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Gordon Gollott	Voted:	Yes
Mary Martin	Voted:	Yes
Johnny Jones	Voted:	Yes
Hurley Ray Guillotte	Voted:	Yes
Casey Vaughan	Voted:	Yes
Rusty Anderson	Voted:	Yes
Adam Colledge	Voted:	Yes

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of April, 2014.

(presiding officer), Title

MAYOR

ATTEST:

CITY Clerk
(SEAL)

ESCROW AGREEMENT

WHEREAS, The City of Gautier, Mississippi has caused or will cause certain funds to be deposited in escrow with BANCORPSOUTH BANK, ("Escrow Agent"), on terms and conditions more particularly described herein.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby agree as follows:

ARTICLE I
TERMS AND CONDITIONS

1.1 **Establishment of Fund.** The undersigned has caused or will cause to be deposited with the Escrow Agent the sum of **$3,235,000.00** (such sum, or the balance thereof remaining from time to time being referred to herein as the "Fund").

1.2 **Treatment of Fund.** The monies constituting the Fund shall be deposited in a segregated, interest-bearing account pursuant to the terms of this Escrow Agreement. Such account shall be styled **"City of Gautier**, with federal tax identification no. 64-0732369.

1.3 **Investment of Fund.** The Fund shall be invested into an interest bearing money market account. Escrow Agent shall have the right to liquidate any investments held in order to make required disbursements under this Escrow Agreement.

1.4 **Escrow Procedure and Payment Instruction.** The Fund, together with all interest earned thereon, which interest shall become and remain a part of the Fund, shall be held and disbursed in accordance with the terms of this Escrow Agreement as set out below. The parties each acknowledge that Escrow Agent is authorized to disburse funds upon approval as set forth in Exhibit A. If distribution is in accordance with this Section 1.4, by providing written instructions to the Escrow Agent in the form of Exhibit A, no call-back as provided in Schedule 1 is required.

1.5 **Termination.** This Escrow Agreement shall terminate upon the first to occur of any of the following events:

A. The disbursement of the balance of the Fund in accordance with the provisions of Section 1.4 hereof.

B. The expiration of 12 **months** from the date of this Escrow Agreement, in which case the remaining balance of the Fund shall be disbursed in accordance with the provisions of Section 1.4 hereof.

ARTICLE II
PROVISIONS AS TO ESCROW AGENT

2.1. **Limitation of Escrow Agent's Capacity.**

A. This Escrow Agreement expressly and exclusively sets forth the duties of Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the other parties hereto in connection with the subject matter of this escrow, and no other agreement entered into between the parties, or any of them, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be referred to herein or deposited with Escrow Agent or the Escrow Agent may have knowledge thereof, and Escrow Agent's rights and responsibilities shall be governed solely by this Escrow Agreement.

B. Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or for the form of execution thereof, or for the identity or authority of any person executing or

depositing such subject matter. Escrow Agent shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, instruction or request furnished to it hereunder believed by it to be genuine and Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction or request. Escrow Agent shall in no way be responsible for notifying, nor shall it be its duty to notify, any party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith.

2.2 Authority to Act.

A. Escrow Agent is hereby authorized and directed by the undersigned to deliver the subject matter of this Escrow Agreement only in accordance with the provisions of Article I of this Escrow Agreement.

B. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement.

C. Escrow Agent may consult with legal counsel at the joint and several cost and expense of the undersigned (other than Escrow Agent) in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the advice of such counsel.

D. In the event of any disagreement between any of the parties to this Escrow Agreement, or between any of them and any other person, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested persons, and Escrow Agent shall have been notified thereof in writing signed by all such persons. Notwithstanding the foregoing, Escrow Agent may in its discretion obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of any agency of the United States or any political subdivision thereof, or of any agency of the State of Mississippi or of any political subdivision thereof, and Escrow Agent is hereby authorized in its sole discretion, to comply with and obey any such orders, judgments, decrees or levies. The right of Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

E. In the event that any controversy should arise among the parties with respect to the Escrow Agreement, or should the Escrow Agent resign and the parties fail to select another Escrow Agent to act in its stead, the Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties.

2.3 Compensation. Escrow Agent shall be entitled to reasonable compensation and expenses incurred in connection with the performance by it of service under this Escrow Agreement (including reasonable fees and expenses of Escrow Agent's counsel) if needed and the undersigned (other than Escrow Agent) agree to so pay Escrow Agent reasonable compensation and reimburse Escrow Agent for reasonable costs and expenses. The parties hereto agree that escrow fees shall be due and payable in the amount of **$1,200.00** and the fee will be collected upon the commencement of the escrow. Escrow Agent may also collect or receive fees, commissions, and/or administrative service fees directly from a mutual fund company(s).

2.4 Indemnification. To the extent state law allows, the parties to this Escrow Agreement (other than Escrow Agent) hereby jointly and severally agree to indemnify and hold Escrow Agent, its affiliates and their officers, employees, successors, assigns, attorneys and agents (each an "Indemnified Party") harmless from all losses, costs,

claims, demands, expenses, damages, penalties and attorney's fees suffered or incurred by any Indemnified Party or Escrow Agent as a result of anything which it may do or refrain from doing in connection with this Escrow Agreement or any litigation or cause of action arising from or in conjunction with this Escrow Agreement or involving the subject matter hereof or Escrow Funds or monies deposited hereunder or for any interest upon any such monies, including, without limitation, arising out of the negligence of Escrow Agent; provided that the foregoing indemnification shall not extend to the gross negligence or willful misconduct of Escrow Agent.. This indemnity shall include, but not be limited to, all costs incurred in conjunction with any interpleader which the Escrow Agent may enter into regarding this Escrow Agreement.

2.5 Miscellaneous.

A. Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given Escrow Agent credit for the funds.

B. Escrow Agent may resign at any time by giving written notice to the parties hereto, whereupon the parties hereto will immediately appoint a successor Escrow Agent. Until a successor Escrow Agent has been named and accepts its appointment or until another disposition of the subject matter of this Escrow Agreement has been agreed upon by all parties hereto, Escrow Agent shall be discharged of all of its duties hereunder save to keep the subject matter whole.

C. All representations, covenants, and indemnifications contained in this Article II shall survive the termination of this Escrow Agreement.

ARTICLE III
GENERAL PROVISIONS

3.1 Discharge of Escrow Agent. Upon the delivery of all of the subject matter or monies pursuant to the terms of this Escrow Agreement, the duties of Escrow Agent shall terminate and Escrow Agent shall be discharged from any further obligation hereunder.

3.2 Escrow Instructions. . Attached hereto as Schedule 1 (the "Security Schedule") is a list of authorized signatories (with signature identification) and authorized call-back persons for each of the parties to this Agreement (other than the Escrow Agent). In the event funds transfer instructions or other disbursement instructions or directions in the form of Exhibit A to this Agreement are given in writing, whether by telecopier or otherwise, which differ from the funds transfer instructions to disburse funds without a verifying call-back that are set out in Section 1.4, the Escrow Agent shall seek confirmation of such instructions or directions by telephone call-back to the person or persons designated on the Security Schedule, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The authorized signatures and the persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent, and in the case of an addition of an authorized signatory, accompanied by an incumbency certificate with signature identification certified by an existing authorized signatory. If the Escrow Agent is unable to contact any of the authorized representatives identified in the Security Schedule for call-back confirmation, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any one or more of the party's officers. Such officer shall deliver to the Escrow Agent a fully executed incumbency certificate certified by an existing authorized signatory, and the Escrow Agent may rely upon the confirmation of anyone purporting to be such officer.

3.3 Notice. Any payment, notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given when personally delivered to the party hereunder specified or when placed in the United States mail, registered or certified, with return receipt requested, postage prepaid and addressed as follows:

If to Escrow Agent:

BANCORPSOUTH BANK
P. O. Box 1231
Hattiesburg, MS 39403-1231
Attn: Ashley Read

If to City of Gautier:

CITY OF GAUTIER

3330 Hwy. 90

Gautier, MS 39553

Attn: City Manager

Any party may unilaterally designate a different address by giving notice of each such change in the manner specified above to each other party. Notwithstanding the foregoing, no notice to the Escrow Agent shall be deemed given to or received by the Escrow Agent unless actually delivered to an officer of the Escrow Agent having responsibility under this Escrow Agreement.

3.4 **Governing Law.** This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of Mississippi. It shall inure to and be binding upon the parties hereto and their respective successors, heirs and assigns.

3.5 **Construction.** Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Escrow Agreement.

3.6 **Amendment.** The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by the undersigned and Escrow Agent.

3.7 **Force Majeure.** Escrow Agent shall not be liable to the undersigned for any loss or damage arising out of any acts of God, strikes, equipment or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of Escrow Agent.

3.8 **Written Agreement.** This Escrow Agreement represents the final agreement between the parties, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

EXECUTED as of the dates set forth below.

City of Gautier, Mississippi

Date: 04/04/2014

By: Samantha D. Abell

Name: Samantha D. Abell

Title: City Manager

BANCORPSOUTH BANK, Escrow Agent, hereby accepts its appointment as Escrow Agent as described in the foregoing Escrow Agreement, subject to the terms and conditions set forth therein.

BANCORPSOUTH BANK

Date:_____

By:_____

Name: _____

Title: _____

EXHIBIT A

DISBURSEMENT REQUEST

Pursuant to that certain Escrow Agreement dated effective _____ among _____ and BANCORPSOUTH BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below from account number _____ styled " City of Gautier" Escrow Account.

Please disburse to: _____.

Amount to disburse: _____

Form of disbursement: _____

_____

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

SECURITY SCHEDULE

Telephone Number(s) for Call-Backs and Person(s) Designated to Confirm Funds Transfer Instructions and Execute Instructions, and Other Documents in Connection with this Escrow Agreement (Acquisitions)

If to City of Gautier:

Name	Telephone Number	Signature Identification
Samantha D. Abell	228.497.8000	Samantha D. Abell
2.		
3.		

EQUIPMENT LEASE-PURCHASE AGREEMENT

This Equipment Lease-Purchase Agreement (the "Agreement") dated as of April 4, 2014 is entered into between BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor"), whose Principal Office (herein so called) is located at Hattiesburg, Mississippi and the City of Gautier, Mississippi, (the "Lessee"), acting by and through it's city council, the Governing Body of the Lessee.

1. Agreement to Lease. In consideration of the rental provided herein, and the other covenants contained herein, Lessor hereby agrees to lease and rent to Lessee, and Lessee hereby agrees to lease and rent from Lessor, all the machinery, equipment and other personal property ("Equipment") described in Equipment Lease Schedule(s) ("Equipment Schedules") now or hereafter executed by Lessor and Lessee and attached hereto and incorporated herein by reference as Exhibit B upon the terms and conditions set forth in this Agreement, as supplemented by the terms and conditions set forth in the appropriate Equipment Schedule identifying such item of Equipment and such other Equipment Schedules as may be executed by Lessor and Lessee and attached hereto and incorporated herein by reference.

2. Lease Term. The obligations of Lessor and Lessee under this Agreement will commence upon the execution hereof by Lessor and Lessee and will end upon the full performance and observance of each and every term, condition, and covenant contained herein, each Schedule hereto and any extensions thereof. The rental term of the Equipment listed in each Equipment Schedule shall commence on the date that the rental payment is due as provided in the Equipment Schedule and shall terminate on the last day of the term stated in such Equipment Schedule. This Agreement shall be automatically renewed on a year-to-year basis except as provided for in Paragraph 4.

3. Rental Payments. The rent for the Equipment described in each Equipment Schedule shall be the total sum stated on such Equipment Schedule, in installments, and shall be due and payable on the dates set forth therein. A portion of each such rental payment is paid as, and represents a payment of interest and each Equipment Schedule sets forth the applicable interest rate and interest component of each rental payment; provided however such interest component is subject to change as provided in Paragraph 12 hereof. Such rent shall be payable from legally available funds of the Lessee in lawful money of the United States of America, without notice or demand, at the Principal Office of the Lessor or its assigns (or at such other place as Lessor may from time to time designate in writing). The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. All rental payments shall be made by the Lessee without abatement, setoff, or deduction of any amounts whatsoever. The obligations of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirements concerning the creation of an indebtedness by Lessee.

4. Continuation of Lease by Lessee. (a) Lessee intends to comply with each term, condition and covenant of this Agreement during the term hereof and to pay the rent due hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all rent

payments due hereunder shall be obtained. Lessee agrees to include in its budget for each fiscal year during the term of this Agreement all rent payments due hereunder and to do all other things necessary and lawfully within its power to have such portion of the budget approved to obtain and provide for funds to pay its obligations due hereunder. It is Lessee's intent to make rental payments for the full term of this Agreement if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation.

(b) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for rental payments due under this Agreement, then the Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such fiscal year and shall be null and void, except as to the portions of rental payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee of any kind whatsoever. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make rental payments under this Agreement. No right of action or damages shall accrue to the benefit of Lessor, or its assignee, as to that portion of this Agreement which may so terminate except as specifically provided in the last paragraph of this Paragraph. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States of America designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

(c) Notwithstanding the foregoing, Lessee agrees

(i) that it will not cancel this Agreement under the provisions of subparagraph (b) above if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment, and

(ii) that it will not during the term of this Agreement give priority in the application of funds to any other functionally similar equipment or services.

5. Purchase and Installation. Lessee will select the type, quantity and supplier of each item of Equipment and in reliance thereon Lessor will either order such Equipment from such supplier or accept an assignment of any existing purchase order (the "Purchase Order") therefor. The Equipment so ordered shall be delivered to Lessee by the supplier thereof. Lessee shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have 30 days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit C. Notice of any defects must be given to Lessor within 30 days of delivery. In the event the Equipment is not accepted by the Lessee within 30 days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement. Subject to the conditions set forth in this paragraph, upon delivery of the Equipment to Lessee, payment will be made by Lessor for the balance due and owing for the Equipment, and, notwithstanding any defect

in or failure of the Equipment, Lessee will, upon payment of any amount by Lessor at the request of Lessee (whether down payment, deposit, or full purchase price), become fully and completely liable under this Agreement with respect to the Equipment until such time as this Agreement expires by its terms. Lessor shall have no liability for any delay in delivery or failure by the supplier to fill the Purchase Order or meet the conditions thereof. Lessee, at its expense, will pay all taxes, duties and expenses of packing, transportation, installation, testing and other charges in connection with the delivery, installation, and use of the Equipment.

Lessor's obligation to purchase and lease-purchase Equipment under this Agreement is subject to the fulfillment, to Lessor's reasonable satisfaction, of the following conditions precedent:

(a) Lessor shall have received a full warranty bill of sale satisfactory to Lessor, executed by the supplier in favor of Lessor, covering such item of Equipment;

(b) Lessor shall have received an invoice describing such item of Equipment, all material components thereof and the purchase price payable to supplier in respect thereof;

(c) Lessor shall have received opinions of counsel to Lessee in form and substance satisfactory to Lessor, to the effect that such counsel has examined this Agreement and such other documents and matters as he deemed necessary to reach the conclusions stated in such opinion, which conclusions shall include the following:

(i) the representations and warranties of Lessee contained in this Agreement are true and correct on the date thereof;

(ii) this Agreement has been duly authorized, executed and delivered by Lessee, and constitutes a valid and binding obligation of Lessee enforceable in accordance with its terms;

(iii) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations, or which could have any effect whatsoever upon the validity, performance, or enforceability of this Agreement;

(iv) the interest portion of the rental payments due hereunder is exempt from federal income taxation pursuant to Paragraph 103(a) of the Internal Revenue Code of 1986, as amended, and the Treasury regulations and rulings thereunder (the "Code");

(v) The Lessee is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth herein and is authorized by the Constitution and laws of the State of Mississippi (the "State") and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder; and

(vi) such other matters as Lessor may reasonably request.

(d) On the date thereof, no default (as defined in Paragraph 23 hereof), and no event

which with notice or lapse of time, or both, would become a default, shall have occurred and be continuing hereunder.

(e) All representations and warranties of Lessee made herein shall be true and correct in all material respects on the date thereof;

(f) A financing statement, in form and substance satisfactory to Lessor, in respect of such Equipment shall have been executed and filed in the appropriate offices;

(g) Lessor shall have received from Lessee written notice of acceptance of the Equipment; and

(h) Lessor shall have received all other documents, instruments, certificates, opinions, and evidences as Lessor may reasonably request.

6. Representations and Warranties of Lessee. Lessee represents, warrants and covenants to Lessor that:

(a) Lessee has been duly authorized by all necessary action on the part of the Lessee, its governing body or other appropriate governing bodies and officials to execute, deliver, and perform the terms of this Agreement and further represents that all requirements and procedures have occurred that are necessary to ensure the enforceability of this Agreement, including Lessee's compliance with any applicable public bidding requirements;

(b) This Agreement constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms and does not contravene any lease, indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound;

(c) There are no pending or threatened actions or proceedings before any court, administrative agency or other body which may materially affect Lessee's financial condition or operations or which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement;

(d) No consent, approval, or authorization of, registration with, or declaration to any agency or authority is required in connection with the execution and delivery of this Agreement;

(e) Lessee is not in default (nor has any event occurred which, with notice or lapse of time, or both, would constitute a default) under any agreement or instrument to which Lessee is a party or under which Lessee or any of its assets is bound which could have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement;

(f) There are no outstanding or unpaid judgments against Lessee;

(g) Lessee has furnished to Lessor a copy of current financial statements and except for transactions directly related to, or specifically contemplated by, this Agreement and transactions heretofore disclosed in writing to Lessor, since the dates of such financial statements, there have been no changes in the financial condition and operations of Lessee from that shown in such

financial statements through the date hereof which would have any effect whatsoever upon the validity, performance, or enforceability of the terms of this Agreement and there is no significant material fact or condition relating to the financial condition or business operations of Lessee which has not been related, in writing, to Lessor. Lessee shall furnish to Lessor within 120 days of the close of its fiscal year during the term of this Agreement audited financial statements and such other financial statements as the Lessor may request from time to time during the terms of this Agreement. Any financial statements furnished or to be furnished to Lessor by Lessee (whether audited or unaudited) shall be prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Lessee at the dates and for the periods indicated therein;

(h) Lessee is not leasing the Equipment for the purpose of putting, and does not intend to put, the Equipment to any consumer use within the meaning of any applicable truth-in-lending or similar laws; and

(i) Lessee acknowledges and agrees that the rental payments have been calculated by Lessor assuming that the interest portion of each rental payment is exempt from federal income taxation. Lessee will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the rental payment is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Paragraph 149(e) of the Code and timely paying, to the extent of available funds, amounts, if any, required to be rebated to the United States of America pursuant to Paragraph 148(f) of the Code.

Lessee acknowledges that the representations, covenants and warranties set forth in Paragraph 6(i) and 7 shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

7. Tax Exemption. Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that a certain exemption from non-deductibility of interest expense under Section 265(b) of the Code is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(a) The Equipment will not be used, directly or indirectly in a "trade or business" carried on by any person other than a governmental unit, except for such use as a member of the general public, all as defined in section 141 and 145 of the code;

(b) No portion of the rental payments payable hereunder: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;

(c) No portion of the gross proceeds of the Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units;

(d) The Agreement is hereby designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code; and

(e) Lessee reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Lessee (together with qualified tax-exempt obligations issued by any entity from which Lessee derives its issuing authority or any entity which has substantial control over Lessee or any subordinate entity deriving its issuing authority from Lessee or any subordinate entity subject to substantial control by Lessee) during the current calendar year 2014 shall not exceed $10,000,000.

8. **Title; Personal Property; Encumbrances**. Upon acceptance of the Equipment covered by an Equipment Schedule hereto by Lessee hereunder and satisfaction of all conditions precedent for purchase and lease-purchase of such Equipment by Lessor as provided in Paragraph 5 hereof, title to such Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee and for purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be in Lessee; provided, however, that (i) in the event of termination of this Agreement or of an Equipment Schedule which covers such Equipment in accordance with Paragraph 4 hereof, or (ii) upon the occurrence of an Event of Default hereunder, and as long as such event of Default is continuing, title will, upon written notice from Lessor to Lessee, immediately vest in Lessor or its assignee.

Each item of the Equipment subject to this Agreement is and shall remain personal property and shall not be deemed to be affixed to or a part of the real estate on which it is situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real property or any building thereon. Lessor may at any time and from time to time require Lessee to obtain, and Lessee shall obtain and deliver to Lessor, a waiver of any interest in the Equipment by any present or future landlord, owner, or mortgagee of such real estate.

Lessee agrees to keep each item of Equipment at all times free and clear from all claims, levies, liens, and process other than those in favor of Lessor pursuant to this Agreement. Lessee will not attempt to sell, assign, transfer, sublease, loan, part with possession of, conceal, mortgage, encumber, or otherwise dispose of any of the Equipment or the interest therein, or permit any lien, attachment, levy or execution of any of its creditors to become effective thereon (if any such lien, charge, claim or encumbrance should arise at any time, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge same) ; provided, however, Lessee may deliver possession of any item of Equipment to the manufacturer or supplier thereof for testing or other similar purposes or to any person or company for service, repair, maintenance, or overhaul work on such item of Equipment or for alterations or modifications or additions to such item of Equipment to the extent required or permitted by any provision of this Agreement. Lessee, at its expense, will protect and defend title to the Equipment.

9. Location. The Equipment shall be delivered to the location specified in the applicable Equipment Schedule and shall not be removed from such location without the prior

written consent of Lessor. While the equipment will be delivered to one place, the equipment will be installed in many and numerous places city-wide.

10. Use: Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

11. Taxes. Lessee agrees to pay, promptly when due, all assessments, license and registration fees, taxes, if any (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Equipment, or the purchase, ownership, possession, leasing, operation, use or disposition thereof, and on or relating to this Agreement for the rent or other payments hereunder (excluding taxes on or measured by the net income of Lessor and excluding any sales or use tax payable to the supplier or manufacturer or the State of Mississippi by the Lessor on the acquisition of the Equipment and for which a credit is allowable under Section 27-65-23 of the Mississippi Code of 1972, as amended, against sales taxes collected by the Lessor from the Lessee on the periodic rental payments) and to prepare and file promptly with the appropriate office any and all returns required to be filed with respect thereto (sending copies thereof to Lessor) or, if requested by Lessor, to notify Lessor of such requirement and furnish Lessor with all information required by Lessor so that it may effect such filing. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any taxes, assessments, fees, or other governmental charges for which Lessee is responsible or liable pursuant to the foregoing, Lessee shall reimburse Lessor therefor within 45 days after demand by Lessor. All amounts under this paragraph (other than interest) payable to Lessor shall be computed on an "after tax" basis so that such payments shall be in an amount which, when reduced by the increase in the income tax liability or liabilities of Lessor, if any, as a result of such payment by Lessee, shall equal the after-tax cost of the tax, assessment, fee or other governmental charge paid by the Lessor.

12. Exemption from Federal Taxation. The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, (including, but not limited to, the taxability of the interest portion of the rental payments caused by the non-applicability of Code Section 103(a) or the denial under Code Section 265(b), of a deduction for a portion of interest expense of Lessor, the affiliated group (as defined in Code Section 1504(a) of which Lessor is a member, or any separate member of the affiliated group of which Lessor is a member) then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the effective date of imposition of the change of tax treatment through the term of this Agreement during which the change of tax treatment is imposed, with credit being given for rental payments having already been made by Lessee during the period for which the change is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive

payments of rent, payable in accordance with appropriation of funds, under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax treatment

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of the Equipment bears to the total original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals as specified in the Equipment Schedules to the extent Mississippi state law allows.

13. Use of Equipment; Inspections. Lessee may possess and use the Equipment in accordance with this Agreement, provided that any such use is in conformity with all applicable laws, regulations, ordinances, any insurance policies and any warranties of the manufacturer or supplier with respect to the Equipment. Lessee will not use or operate any item of Equipment other than in a manner and for the use contemplated by the manufacturer or supplier thereof, or permit any person other than the Lessee's authorized agents or employees to operate the Equipment.

Lessor or Lessor's agent shall have the right upon reasonable prior written notice to the Lessee and during the Lessee's regular business hours to inspect the Equipment at the premises of the Lessee or wherever the Equipment may be located. Lessee shall promptly notify Lessor of all details arising out of any change in location of the Equipment, any alleged encumbrances thereon, any accident allegedly resulting from the use or operation thereof, or any materially defective, improper or malfunctioning item of Equipment and any claim or demand involving or relating thereto.

14. Acceptance. Lessee acknowledges and agrees that:

(a) each item of the Equipment is of a size, design, capacity and manufacture selected by Lessee;

(b) Lessee is satisfied that the Equipment, and each component thereof, is suitable for its purpose;

(c) Lessor is not the manufacturer of the Equipment nor a dealer in property of such kind;

(d) Lessor shall have no obligation to accept any item of the Equipment from any seller thereof until that item of Equipment is accepted by Lessee; and

(e) the foregoing notwithstanding, Lessee shall indemnify Lessor and hold Lessor harmless from and against any and all losses and liabilities which may arise from Lessee's

failure for any reason to accept any item of the Equipment to the extent the state of Mississippi law allows.

15. Maintenance. Lessee will pay for and provide all utilities consumed by or required for the Equipment or use thereof, including, but not limited to, water, gas, electrical power, oil, gasoline, and lubricants. Lessee, at its sole expense, at all times during the term of this Agreement, shall maintain the Equipment and all additions, attachments and accessions thereto in good operating order, repair, condition, and appearance, and keep the same protected from the elements, ordinary wear and tear resulting from authorized use thereof alone excepted and shall make all necessary repairs and replacements to the Equipment. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee upon request, will furnish Lessor with satisfactory evidence of such compliance. In furtherance of the maintenance of the Equipment, Lessee agrees, if requested by Lessor and in compliance with all state laws, to enter into and maintain in force a Maintenance Agreement with the manufacturer or a person (who may be a supplier) approved by the manufacturer providing for the maintenance of the Equipment (or specified items of Equipment). In the event Lessee is requested to enter into such a Maintenance Agreement, Lessee agrees to do all things within its power to cause such Maintenance Agreement to be complied with in all respects by Lessee, and the other party thereto; and Lessor hereby authorizes such other party thereto to accept the direction of Lessee in respect to such Maintenance Agreement. All maintenance and service charges, whether pursuant to such Maintenance Agreement or otherwise, shall be borne by Lessee.

16. Alterations and Repairs. Lessee shall not, without the prior written consent of Lessor (which may be withheld with or without cause), make any repair or alteration to or install any accessory, equipment, or device on the Equipment or any component thereof which interferes with the normal and satisfactory operation or maintenance thereof, or creates a safety hazard, or which might result in the creation of mechanic's or material man's lien with respect thereto. All parts and attachments (whether new or replaced) at any time installed in or affixed to the Equipment shall constitute accessions thereto and shall be the property of Lessor (except items which are furnished or affixed by Lessee and may be removed without in any way affecting or impairing the original intended function or use of the Equipment or any component thereof and are readily removable by Lessee without causing material damage to the Equipment).

17. Disclaimer of Warranties; Exclusion of Liability. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO; THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE PERFORMANCE OF THE EQUIPMENT; THE WORKMANSHIP OR MATERIAL IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. AS TO LESSEE, LESSOR LEASES THE EQUIPMENT "AS IS." Lessor shall have no obligation to accept any item of Equipment from any supplier thereof until that item of Equipment is accepted by Lessee. Lessor hereby assigns to Lessee, for and during the term of this Lease, applicable factory warranties, if any, express or implied, issued with respect to the Equipment and each component thereof, and Lessee

will be subrogated to Lessor's claims, if any, against the manufacturer or supplier of the Equipment for breach of any warranty or representation with respect thereto. Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its Purchase Order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the rental payments shall not be abated, impaired or reduced by reason of any claims of the Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise. Notwithstanding the foregoing, Lessee's obligations to pay the rentals or otherwise under this Lease shall be and are absolute and unconditional except as provide in paragraph 4 of the agreement. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall be first used to repair the affected Equipment. In no event shall Lessor be liable to Lessee for loss of anticipatory profits or any other direct, indirect, special or consequential damages.

18. Risk of Loss. All risk of loss, theft, damage or destruction to each item of Equipment shall be borne by Lessee. No such loss, theft, damage or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Agreement, all of which shall continue in full force and effect, and Lessee, at Lessor's option, shall either:

(a) place the affected Equipment in good repair, condition and working order;

(b) replace the same with like Equipment in good repair, condition and working order (with documentation establishing clear title therein in Lessor); or

(c) pay to Lessor an amount equal to the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss, theft, damage or destruction.

19. Insurance. Lessee shall keep the Equipment insured against loss, theft, damage or destruction from every cause whatsoever for not less than full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use with companies approved by the Lessor. All such insurance shall be in the joint names of Lessor and Lessee, with Lessor and Lessee named as loss payees, as their interests may appear, shall provide that Lessor shall receive not less than 30 days' notice of any termination, cancellation or alteration of the terms thereof and that the coverage afforded Lessor shall not be rescinded, impaired or invalidated by any act or neglect of Lessee, and otherwise shall be in form and amount and with companies approved by Lessor. Lessee shall pay the premiums therefor and delivery said policies, or duplicates thereof or certificates of coverage thereunder, to Lessor. The proceeds of hazard insurance shall, at the option of Lessor, be applied toward the repair or replacement of the Equipment or the payment of the obligations of Lessee hereunder, as set forth in Paragraph 18. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute or endorse all documents, checks or drafts for loss or damage under any such policy.

20. License and Taxes. In addition to other payments to be made pursuant to this Agreement, Lessee shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

21. **Prepayment Purchase**. At the end of the lease term for Equipment covered by an Equipment Schedule, provided all rental payments have been made under such Equipment Schedule and there is no default or event which with the giving of notice or lapse of time, or both, could become a default under the Agreement, any interest of Lessor to the Equipment subject to such Equipment Schedule shall be transferred to the Lessee or released. Provided all rental payments under this Agreement are paid to date, Lessee may prepay for Equipment under an Equipment Schedule and purchase the interest of Lessor in the Equipment at the end of any month during the lease term by payment of:

(a) the outstanding principal balance due under the Amortization Schedule attached to the applicable Equipment Schedule (or any substitute amortization schedule in effect in accordance with Paragraph 12) plus accrued interest to date;

(b) the cost of any required inspections, examinations, or certifications of the Equipment; and

(c) the cost of any repairs, modifications, or adjustments required as a result of the inspections, examinations, or certifications referred to in (b) above.

Such option shall be exercisable by written notice to Lessor not less than 30 days prior to the prepayment purchase date. The closing shall be held on the specified prepayment purchase date, or on the next following business day if such day is a Saturday, Sunday or legal holiday, at the Principal Offices of Lessor, at which time Lessor shall deliver to Lessee a release of any interest of the Lessor in the Equipment subject to such Equipment Schedule to Lessee. Upon payment in full of all amounts due with respect to all Equipment identified in a particular Equipment Schedule and release of any interest by the Lessor of its interest in such Equipment to the Lessee, this Agreement shall terminate with respect to such Equipment for which payment has been made in full (but shall remain in force with respect to any other Equipment identified in another Equipment Schedule for which payment in full has not been made.)

22. Security Interest. To secure all of its obligations hereunder Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, the Agreement and payments due under this Agreement, agrees that this Agreement may be filed as a

financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State of Mississippi shall apply as between the parties hereto and assignees of Lessor.

23. Default. The Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) nonpayment when due or within 10 days thereafter of any installment of rent or other sum owing hereunder, except for nonpayment due to a non-appropriation event as provided in paragraph 4 hereof;

(b) breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) if any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) if Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver of if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Lessee;

(e) if any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) if Lessee shall default in the performance of any obligation or in the payment of any sum due to the Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) if any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) if Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all

items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

24. Remedies. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) declare the unpaid principal balance plus accrued interest to date under this Agreement to be immediately due and payable without notice or demand;

(b) terminate this Agreement as to any or all items of Equipment;

(c) without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) cause Lessee, at its expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) to the extent state law allows, exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) all unpaid rent or other sums which are due and payable up to the date the Equipment is returned to or repossessed by Lessor,

(ii) any expense paid or incurred by Lessor in connection with the

repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorneys' fees and legal expenses, and

(iii) the purchase option price as prescribed in Paragraph 21 hereof, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the lease term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of the Agreement or any right or remedy hereunder to the extent state law allows. Any repossession or subsequent sale or lease by the Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a default hereunder by Lessee to the extent state law allows.

25. Reports. Lessee shall:

(a) immediately notify Lessor of any materially defective, improper, or malfunctioning item of Equipment, the nature of the defect or malfunction, the name and address of the manufacturer of the item of Equipment, and such other information as may be known;

(b) promptly advise Lessor of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to materially improper manufacturing, operation, use, or functioning of any item of Equipment or charging Lessor or Lessee with liability, and aid in the investigation and defense of all such claims and in the recovery of damages from third persons liable therefore;

(c) notify Lessor in writing within 10 days after any day on which any tax lien shall attach to any item of Equipment; and

(d) reimburse Lessor, upon demand, for all attorneys' fees, court costs, and other fees, costs, and expenses incurred by Lessor in connection with the foregoing to the extent state law allows.

26. Further Assurances. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purposes hereof.

27. Lessee's Obligations Unconditional. Except as provided in paragraph 4 hereof, Lessee hereby agrees that Lessee's obligation to pay all rent and other amounts owing hereunder shall be absolute and unconditional. This Agreement may not be cancelled or terminated except as expressly provided herein.

28. Relationship of Parties. The relationship of Lessor and Lessee is that of Lessor and Lessee only, and nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, or by any court, as creating the relationships of employer and employee, principal and agent, partnership, or joint venture.

29. Notices. All notices, demands and requests which may or are required to be given to another party hereunder shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If to the Lessor:

Bancorp South Equipment Finance,
division of Bancorp South Bank
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097
Attention: Ms. Elaine D. Temple, President

If to the Lessee:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553
Attention: City Manager

A duplicate copy of each notice, certificate or other communication given under this Agreement to any party thereunder shall also be given to any other parties indicated in this Paragraph. The Lessor and Lessee, by notice given hereunder, designate any further or different addresses and to which subsequent notices, certificates or other communications shall be sent.

30. Consents. The consent or approval by any party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. No custom or practice of the parties shall constitute a waiver of any party's rights to insist upon strict compliance with the terms hereof.

31. Entirety of Agreement. This Agreement contains the entire agreement between Lessor and Lessee, and supersedes all prior agreements and understandings relating to the subject

matter hereof. No other agreement shall be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought. No representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute, collectively, one agreement, but, in making proof hereof, it shall never be necessary to exhibit more than one such counterpart.

33. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Purchase Order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) This Agreement, which provides basic terms and conditions;

(b) An executed Purchase Order and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

34. Severability Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

35. Persons Bound by Agreement. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessee, and its successors, assigns, agents, and servants. The Lessee has no interest in the Equipment other than the possession and use thereof during the lease term and cannot pledge, mortgage, or grant a security interest in the Equipment or any item of Equipment. The conditions, terms, provisions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon Lessor, and its successors, assigns, agents, and servants, and, where the context so requires, any person accepting an assignment of the rights of Lessor hereunder, and their respective successors,

assigns, agents, and servants, and with respect to any indemnification provisions hereof, Lessor and any holder of obligations of Lessor issued in connection with this Agreement, and their respective successors, assigns, agents, and servants, shall each be entitled to indemnification hereunder without regard to the actions of any other person hereunder.

36. Assignment. (a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign its rights, title and interest in and to this Agreement, and all attachments hereto including the Purchase Order(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Agreement or the Equipment, in whole or in part and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become a part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

37. Waivers; Cumulative Rights. No waiver by Lessor of any default shall be deemed to be a waiver of any other then existing or subsequent default, nor shall any such waiver by Lessor be deemed to be a continuing waiver. No delay or omission by Lessor in exercising any right, power, privilege, or remedy hereunder, or at law or in equity, or otherwise shall impair any such right, or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any right preclude other or further exercise thereof, or the exercise of any other right. All rights shall be cumulative of and in addition to all other rights, and may be exercised from time to time, and as often as may be deemed expedient by Lessor.

38. Governing Law. The substantive laws of the State of Mississippi shall govern the validity, construction, enforcement, and interpretation of this Agreement, the rights and remedies of the parties hereunder, and the ownership rights in and to the Equipment.

39. Right to Perform Covenants. If Lessee shall fail to make any payment or perform any act required to be made or performed by Lessee hereunder, Lessor, without waiving or releasing any obligation or default on the part of Lessee, may (but will be under no obligation to) at any time

thereafter make such payment or perform such act for the account and at the expense of Lessee, and may take all such action as may be necessary therefore. All sums so paid by Lessor and all expenses (including, without limitation, reasonable attorneys' fees) so incurred, together with interest thereon from the date of payment or incurring at the highest rate permitted by applicable law, will be paid by Lessee to Lessor on within 30 days.

40. Survival. Lessee's obligations contained in this Agreement shall survive the termination or cancellation of this Agreement or the expiration of the term of any schedule.

41. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

42. Maximum Interest Rate. Nothing contained in this Agreement shall require the Lessee to pay interest at a rate exceeding the Maximum Permissible Rate. If the amount of interest payable to the Lessor for any period would otherwise exceed the Maximum Permissible Amount for such period, such amount shall be automatically reduced to the Maximum Permissible Amount for such period, and the amount of interest payable to the Lessor for any subsequent period, to the extend less than the Maximum Permissible Amount for such subsequent period, shall, to the extent, be increased by the amount of such reduction. The Lessee shall give the Lessor notice of any law or change in law that may result in such reduction or increase promptly after becoming aware of such law or change. "Maximum Permissible Amount" means, with respect to interest on any amount for any period, the maximum amount of interest that can be payable with respect to such amount for such period without causing the rate of interest on such amount for such period to exceed the Maximum Permissible Rate. "Maximum Permissible Rate" means the rate of interest on an amount that if exceeded could, under law, result in civil or criminal penalty being imposed on the Lessor or result in the Lessor's being unable to enforce payment or repayment of all or part of the rental payments due under this Agreement, including portions allocable to interest due or to become due on such amount.

43. Effective Date. This Agreement shall become effective upon execution by all of the parties hereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

LESSOR:	LESSEE:
BancorpSouth Equipment Finance, a division of BancorpSouth Bank	City of Gautier, Mississippi
By: _____	By: Samantha D. Abell
Title: _____	Title: City Manager

7335B 70322-002

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of April 4, 2014.

City of Gautier, Mississippi (the "Lessee"), acting by and through the Mayor and City Council, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of April 4, 2014 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Gautier, Mississippi

By: Samantha P. Hall

Title: City Manager

Date: April 4, 2014

EXHIBIT C

EXHIBIT C-1

City of Gautier, Mississippi

Master Lease Number: 7335B Schedule Number: 02

Energy Services Contract / Water Meters

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I **Reporting Authority** — If **Amended Return**, check here ▶ ☐

1 Issuer's name City of Gautier, MS	2 Issuer's employer identification number (EIN) 64-0732369
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite 3330 Highway 90	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Gautier, MS 39553-0090	7 Date of issue 04/04/2014
8 Name of issue Equipment Lease Purchase Agreement	9 CUSIP number NA
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Samantha Abel, City Manager	10b Telephone number of officer or other employee shown on 10a 228-497-8000

Part II **Type of Issue (enter the issue price).** See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Energy Services Contract	18	3,235,000.00
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III **Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/04/2029	$ 3,235,000.00	$ 3,235,000.00	8.77 years	3.29%

Part IV **Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	3,235,000.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0.00		
25	Proceeds used for credit enhancement	25	0.00		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0.00		
27	Proceeds used to currently refund prior issues	27	0.00		
28	Proceeds used to advance refund prior issues	28	0.00		
29	Total (add lines 24 through 28)			29	0.00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	3,235,000.00

Part V **Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Form **8038-G** (Rev. 9-2011)

ISA

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☒

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Samantha D. Abell — Signature of issuer's authorized representative — Date 4/3/14

▶ Samantha Abel, City Manager — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Elizabeth E. Thomas	Elizabeth E. Thomas	4-1-2014		P01472414

Firm's name ▶ Butler Snow LLP — Firm's EIN ▶ 64-0331849

Firm's address ▶ 1300 25th Avenue, Gulfport, MS 39501 — Phone no. 228.575.3048

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 002

This Lease Schedule No. 002 to the Equipment Lease-Purchase Agreement dated as of April 4, 2014 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Gautier, Mississippi (the "Lessee"), acting by and through the Mayor and City Council, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be delivered to Lessee's premises and will be located at several locations throughout the city.

3. Original Rental Term. The term of the Agreement shall be NaN months.

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of $3,235,000.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the 4th day of April, 2014.

LESSOR:	LESSEE:
BancorpSouth Equipment Finance, a division of BancorpSouth Bank	City of Gautier, Mississippi
By: _____	By: Samantha D. Abell
Title: _____	Title: City Manager

EXHIBIT B

EXHIBIT B-1

City of Gautier, Mississippi

Master Lease Number: 7335B Schedule Number: 02

Energy Services Contract / Water Meters

Prepared by: International Decision Systems, Inc.

InfoAnalysis
Payment Amortization Report

3/26/2014 2:19:49 PM
File Name: INFOA.IADX

Interest Rate: **3.2900% (Monthly)**

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	4/ 4/14	0.00	0.00	0.00	3,235,000.00	0.00	0.00	3,235,000.00
1	5/ 4/14	0.00	0.00	0.00	3,235,000.00	8,869.29	8,869.29	3,243,869.29
2	6/ 4/14	0.00	0.00	0.00	3,235,000.00	8,893.61	17,762.90	3,252,762.90
3	7/ 4/14	0.00	0.00	0.00	3,235,000.00	8,917.99	26,680.89	3,261,680.89
4	8/ 4/14	0.00	0.00	0.00	3,235,000.00	8,942.44	35,623.33	3,270,623.33
5	9/ 4/14	0.00	0.00	0.00	3,235,000.00	8,966.96	44,590.29	3,279,590.29
	2014	0.00	0.00	0.00		44,590.29		
6	10/ 4/14	0.00	0.00	0.00	3,235,000.00	8,991.54	53,581.84	3,288,581.84
7	11/ 4/14	0.00	0.00	0.00	3,235,000.00	9,016.20	62,598.03	3,297,598.03
8	12/ 4/14	0.00	0.00	0.00	3,235,000.00	9,040.91	71,638.95	3,306,638.95
9	1/ 4/15	0.00	0.00	0.00	3,235,000.00	9,065.70	80,704.65	3,315,704.65
10	2/ 4/15	0.00	0.00	0.00	3,235,000.00	9,090.56	89,795.20	3,324,795.20
11	3/ 4/15	0.00	0.00	0.00	3,235,000.00	9,115.48	98,910.68	3,333,910.68
12	4/ 4/15	143,724.87	35,673.72	108,051.16	3,199,326.28	9,140.47	0.00	3,199,326.28
13	5/ 4/15	0.00	0.00	0.00	3,199,326.28	8,771.49	8,771.49	3,208,097.77
14	6/ 4/15	0.00	0.00	0.00	3,199,326.28	8,795.53	17,567.02	3,216,893.30
15	7/ 4/15	0.00	0.00	0.00	3,199,326.28	8,819.65	26,386.67	3,225,712.95
16	8/ 4/15	0.00	0.00	0.00	3,199,326.28	8,843.83	35,230.50	3,234,556.78
17	9/ 4/15	0.00	0.00	0.00	3,199,326.28	8,868.08	44,098.58	3,243,424.86
	2015	143,724.87	35,673.72	108,051.16		107,559.44		
18	10/ 4/15	143,724.87	90,733.91	52,990.97	3,108,592.38	8,892.39	0.00	3,108,592.38
19	11/ 4/15	0.00	0.00	0.00	3,108,592.38	8,522.72	8,522.72	3,117,115.10
20	12/ 4/15	0.00	0.00	0.00	3,108,592.38	8,546.09	17,068.81	3,125,661.19
21	1/ 4/16	0.00	0.00	0.00	3,108,592.38	8,569.52	25,638.34	3,134,230.71
22	2/ 4/16	0.00	0.00	0.00	3,108,592.38	8,593.02	34,231.35	3,142,823.73
23	3/ 4/16	0.00	0.00	0.00	3,108,592.38	8,616.58	42,847.93	3,151,440.30
24	4/ 4/16	143,724.87	92,236.75	51,488.13	3,016,355.63	8,640.20	0.00	3,016,355.63
25	5/ 4/16	0.00	0.00	0.00	3,016,355.63	8,269.84	8,269.84	3,024,625.47
26	6/ 4/16	0.00	0.00	0.00	3,016,355.63	8,292.51	16,562.36	3,032,917.99
27	7/ 4/16	0.00	0.00	0.00	3,016,355.63	8,315.25	24,877.61	3,041,233.24
28	8/ 4/16	0.00	0.00	0.00	3,016,355.63	8,338.05	33,215.65	3,049,571.28
29	9/ 4/16	0.00	0.00	0.00	3,016,355.63	8,360.91	41,576.56	3,057,932.19
	2016	287,449.75	182,970.65	104,479.09		101,957.08		
30	10/ 4/16	143,724.87	93,764.48	49,960.39	2,922,591.15	8,383.83	0.00	2,922,591.15
31	11/ 4/16	0.00	0.00	0.00	2,922,591.15	8,012.77	8,012.77	2,930,603.92
32	12/ 4/16	0.00	0.00	0.00	2,922,591.15	8,034.74	16,047.51	2,938,638.66
33	1/ 4/17	0.00	0.00	0.00	2,922,591.15	8,056.77	24,104.28	2,946,695.43

Exhibit B-2

Interest Rate: **3.2900% (Monthly)**

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	2/ 4/17	0.00	0.00	0.00	2,922,591.15	8,078.86	32,183.13	2,954,774.28
35	3/ 4/17	0.00	0.00	0.00	2,922,591.15	8,101.01	40,284.14	2,962,875.29
36	4/ 4/17	143,724.87	95,317.52	48,407.36	2,827,273.63	8,123.22	0.00	2,827,273.63
37	5/ 4/17	0.00	0.00	0.00	2,827,273.63	7,751.44	7,751.44	2,835,025.08
38	6/ 4/17	0.00	0.00	0.00	2,827,273.63	7,772.69	15,524.14	2,842,797.77
39	7/ 4/17	0.00	0.00	0.00	2,827,273.63	7,794.00	23,318.14	2,850,591.77
40	8/ 4/17	0.00	0.00	0.00	2,827,273.63	7,815.37	31,133.51	2,858,407.15
41	9/ 4/17	0.00	0.00	0.00	2,827,273.63	7,836.80	38,970.31	2,866,243.95
	2017	287,449.75	189,082.00	98,367.75		95,761.50		
42	10/ 4/17	143,724.87	96,896.28	46,828.60	2,730,377.36	7,858.29	0.00	2,730,377.36
43	11/ 4/17	0.00	0.00	0.00	2,730,377.36	7,485.78	7,485.78	2,737,863.14
44	12/ 4/17	0.00	0.00	0.00	2,730,377.36	7,506.31	14,992.09	2,745,369.45
45	1/ 4/18	0.00	0.00	0.00	2,730,377.36	7,526.89	22,518.98	2,752,896.34
46	2/ 4/18	0.00	0.00	0.00	2,730,377.36	7,547.52	30,066.50	2,760,443.86
47	3/ 4/18	0.00	0.00	0.00	2,730,377.36	7,568.22	37,634.72	2,768,012.08
48	4/ 4/18	143,724.87	98,501.18	45,223.69	2,631,876.17	7,588.97	0.00	2,631,876.17
49	5/ 4/18	0.00	0.00	0.00	2,631,876.17	7,215.73	7,215.73	2,639,091.90
50	6/ 4/18	0.00	0.00	0.00	2,631,876.17	7,235.51	14,451.24	2,646,327.41
51	7/ 4/18	0.00	0.00	0.00	2,631,876.17	7,255.35	21,706.59	2,653,582.76
52	8/ 4/18	0.00	0.00	0.00	2,631,876.17	7,275.24	28,981.82	2,660,858.00
53	9/ 4/18	0.00	0.00	0.00	2,631,876.17	7,295.19	36,277.01	2,668,153.18
	2018	287,449.75	195,397.46	92,052.29		89,358.98		
54	10/ 4/18	143,724.87	100,132.68	43,592.20	2,531,743.50	7,315.19	0.00	2,531,743.50
55	11/ 4/18	0.00	0.00	0.00	2,531,743.50	6,941.20	6,941.20	2,538,684.69
56	12/ 4/18	0.00	0.00	0.00	2,531,743.50	6,960.23	13,901.42	2,545,644.92
57	1/ 4/19	0.00	0.00	0.00	2,531,743.50	6,979.31	20,880.73	2,552,624.23
58	2/ 4/19	0.00	0.00	0.00	2,531,743.50	6,998.44	27,879.18	2,559,622.68
59	3/ 4/19	0.00	0.00	0.00	2,531,743.50	7,017.63	34,896.81	2,566,640.31
60	4/ 4/19	143,724.87	101,791.19	41,933.68	2,429,952.31	7,036.87	0.00	2,429,952.31
61	5/ 4/19	0.00	0.00	0.00	2,429,952.31	6,662.12	6,662.12	2,436,614.43
62	6/ 4/19	0.00	0.00	0.00	2,429,952.31	6,680.38	13,342.50	2,443,294.81
63	7/ 4/19	0.00	0.00	0.00	2,429,952.31	6,698.70	20,041.20	2,449,993.51
64	8/ 4/19	0.00	0.00	0.00	2,429,952.31	6,717.07	26,758.27	2,456,710.58
65	9/ 4/19	0.00	0.00	0.00	2,429,952.31	6,735.48	33,493.75	2,463,446.06
	2019	287,449.75	201,923.87	85,525.88		82,742.62		
66	10/ 4/19	143,724.87	103,477.17	40,247.70	2,326,475.13	6,753.95	0.00	2,326,475.13
67	11/ 4/19	0.00	0.00	0.00	2,326,475.13	6,378.42	6,378.42	2,332,853.55

Interest Rate: 3.2900% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
68	12/ 4/19	0.00	0.00	0.00	2,326,475.13	6,395.91	12,774.33	2,339,249.46
69	1/ 4/20	0.00	0.00	0.00	2,326,475.13	6,413.44	19,187.77	2,345,662.90
70	2/ 4/20	0.00	0.00	0.00	2,326,475.13	6,431.03	25,618.79	2,352,093.93
71	3/ 4/20	0.00	0.00	0.00	2,326,475.13	6,448.66	32,067.45	2,358,542.59
72	4/ 4/20	143,724.87	105,191.08	38,533.79	2,221,284.05	6,466.34	0.00	2,221,284.05
73	5/ 4/20	0.00	0.00	0.00	2,221,284.05	6,090.02	6,090.02	2,227,374.07
74	6/ 4/20	0.00	0.00	0.00	2,221,284.05	6,106.72	12,196.74	2,233,480.79
75	7/ 4/20	0.00	0.00	0.00	2,221,284.05	6,123.46	18,320.20	2,239,604.25
76	8/ 4/20	0.00	0.00	0.00	2,221,284.05	6,140.25	24,460.45	2,245,744.50
77	9/ 4/20	0.00	0.00	0.00	2,221,284.05	6,157.08	30,617.53	2,251,901.58
	2020	287,449.75	208,668.26	78,781.49		75,905.27		
78	10/ 4/20	143,724.87	106,933.38	36,791.49	2,114,350.67	6,173.96	0.00	2,114,350.67
79	11/ 4/20	0.00	0.00	0.00	2,114,350.67	5,796.84	5,796.84	2,120,147.51
80	12/ 4/20	0.00	0.00	0.00	2,114,350.67	5,812.74	11,609.58	2,125,960.25
81	1/ 4/21	0.00	0.00	0.00	2,114,350.67	5,828.67	17,438.26	2,131,788.93
82	2/ 4/21	0.00	0.00	0.00	2,114,350.67	5,844.65	23,282.91	2,137,633.58
83	3/ 4/21	0.00	0.00	0.00	2,114,350.67	5,860.68	29,143.59	2,143,494.26
84	4/ 4/21	143,724.87	108,704.54	35,020.34	2,005,646.13	5,876.75	0.00	2,005,646.13
85	5/ 4/21	0.00	0.00	0.00	2,005,646.13	5,498.81	5,498.81	2,011,144.95
86	6/ 4/21	0.00	0.00	0.00	2,005,646.13	5,513.89	11,012.70	2,016,658.84
87	7/ 4/21	0.00	0.00	0.00	2,005,646.13	5,529.01	16,541.71	2,022,187.84
88	8/ 4/21	0.00	0.00	0.00	2,005,646.13	5,544.17	22,085.87	2,027,732.01
89	9/ 4/21	0.00	0.00	0.00	2,005,646.13	5,559.37	27,645.24	2,033,291.37
	2021	287,449.75	215,637.92	71,811.83		68,839.54		
90	10/ 4/21	143,724.87	110,505.03	33,219.85	1,895,141.11	5,574.61	0.00	1,895,141.11
91	11/ 4/21	0.00	0.00	0.00	1,895,141.11	5,195.85	5,195.85	1,900,336.95
92	12/ 4/21	0.00	0.00	0.00	1,895,141.11	5,210.09	10,405.94	1,905,547.04
93	1/ 4/22	0.00	0.00	0.00	1,895,141.11	5,224.37	15,630.31	1,910,771.42
94	2/ 4/22	0.00	0.00	0.00	1,895,141.11	5,238.70	20,869.01	1,916,010.12
95	3/ 4/22	0.00	0.00	0.00	1,895,141.11	5,253.06	26,122.07	1,921,263.18
96	4/ 4/22	143,724.87	112,335.34	31,389.53	1,782,805.77	5,267.46	0.00	1,782,805.77
97	5/ 4/22	0.00	0.00	0.00	1,782,805.77	4,887.86	4,887.86	1,787,693.63
98	6/ 4/22	0.00	0.00	0.00	1,782,805.77	4,901.26	9,789.12	1,792,594.89
99	7/ 4/22	0.00	0.00	0.00	1,782,805.77	4,914.70	14,703.82	1,797,509.58
100	8/ 4/22	0.00	0.00	0.00	1,782,805.77	4,928.17	19,631.99	1,802,437.76
101	9/ 4/22	0.00	0.00	0.00	1,782,805.77	4,941.68	24,573.67	1,807,379.44
	2022	287,449.75	222,840.37	64,609.38		61,537.81		

Interest Rate: **3.2900% (Monthly)**

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
102	10/ 4/22	143,724.87	114,195.97	29,528.90	1,668,609.80	4,955.23	0.00	1,668,609.80
103	11/ 4/22	0.00	0.00	0.00	1,668,609.80	4,574.77	4,574.77	1,673,184.57
104	12/ 4/22	0.00	0.00	0.00	1,668,609.80	4,587.31	9,162.09	1,677,771.88
105	1/ 4/23	0.00	0.00	0.00	1,668,609.80	4,599.89	13,761.98	1,682,371.78
106	2/ 4/23	0.00	0.00	0.00	1,668,609.80	4,612.50	18,374.48	1,686,984.28
107	3/ 4/23	0.00	0.00	0.00	1,668,609.80	4,625.15	22,999.63	1,691,609.43
108	4/ 4/23	143,724.87	116,087.41	27,637.46	1,552,522.38	4,637.83	0.00	1,552,522.38
109	5/ 4/23	0.00	0.00	0.00	1,552,522.38	4,256.50	4,256.50	1,556,778.88
110	6/ 4/23	0.00	0.00	0.00	1,552,522.38	4,268.17	8,524.67	1,561,047.05
111	7/ 4/23	0.00	0.00	0.00	1,552,522.38	4,279.87	12,804.54	1,565,326.92
112	8/ 4/23	0.00	0.00	0.00	1,552,522.38	4,291.60	17,096.14	1,569,618.53
113	9/ 4/23	0.00	0.00	0.00	1,552,522.38	4,303.37	21,399.51	1,573,921.90
	2023	287,449.75	230,283.38	57,166.36		53,992.20		
114	10/ 4/23	143,724.87	118,010.19	25,714.68	1,434,512.19	4,315.17	0.00	1,434,512.19
115	11/ 4/23	0.00	0.00	0.00	1,434,512.19	3,932.95	3,932.95	1,438,445.15
116	12/ 4/23	0.00	0.00	0.00	1,434,512.19	3,943.74	7,876.69	1,442,388.89
117	1/ 4/24	0.00	0.00	0.00	1,434,512.19	3,954.55	11,831.24	1,446,343.43
118	2/ 4/24	0.00	0.00	0.00	1,434,512.19	3,965.39	15,796.63	1,450,308.83
119	3/ 4/24	0.00	0.00	0.00	1,434,512.19	3,976.26	19,772.90	1,454,285.09
120	4/ 4/24	143,724.87	119,964.81	23,760.06	1,314,547.38	3,987.16	0.00	1,314,547.38
121	5/ 4/24	0.00	0.00	0.00	1,314,547.38	3,604.05	3,604.05	1,318,151.43
122	6/ 4/24	0.00	0.00	0.00	1,314,547.38	3,613.93	7,217.98	1,321,765.36
123	7/ 4/24	0.00	0.00	0.00	1,314,547.38	3,623.84	10,841.82	1,325,389.20
124	8/ 4/24	0.00	0.00	0.00	1,314,547.38	3,633.78	14,475.60	1,329,022.98
125	9/ 4/24	0.00	0.00	0.00	1,314,547.38	3,643.74	18,119.34	1,332,666.72
	2024	287,449.75	237,975.00	49,474.74		46,194.57		
126	10/ 4/24	143,724.87	121,951.81	21,773.06	1,192,595.57	3,653.73	0.00	1,192,595.57
127	11/ 4/24	0.00	0.00	0.00	1,192,595.57	3,269.70	3,269.70	1,195,865.27
128	12/ 4/24	0.00	0.00	0.00	1,192,595.57	3,278.66	6,548.36	1,199,143.94
129	1/ 4/25	0.00	0.00	0.00	1,192,595.57	3,287.65	9,836.02	1,202,431.59
130	2/ 4/25	0.00	0.00	0.00	1,192,595.57	3,296.67	13,132.68	1,205,728.26
131	3/ 4/25	0.00	0.00	0.00	1,192,595.57	3,305.70	16,438.39	1,209,033.96
132	4/ 4/25	143,724.87	123,971.72	19,753.16	1,068,623.86	3,314.77	0.00	1,068,623.86
133	5/ 4/25	0.00	0.00	0.00	1,068,623.86	2,929.81	2,929.81	1,071,553.67
134	6/ 4/25	0.00	0.00	0.00	1,068,623.86	2,937.84	5,867.65	1,074,491.51
135	7/ 4/25	0.00	0.00	0.00	1,068,623.86	2,945.90	8,813.55	1,077,437.41
136	8/ 4/25	0.00	0.00	0.00	1,068,623.86	2,953.97	11,767.53	1,080,391.38
137	9/ 4/25	0.00	0.00	0.00	1,068,623.86	2,962.07	14,729.60	1,083,353.45

Interest Rate: 3.2900% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
	2025	287,449.75	245,923.53	41,526.22		38,136.48		
138	10/ 4/25	143,724.87	126,025.08	17,699.79	942,598.78	2,970.19	0.00	942,598.78
139	11/ 4/25	0.00	0.00	0.00	942,598.78	2,584.29	2,584.29	945,183.07
140	12/ 4/25	0.00	0.00	0.00	942,598.78	2,591.38	5,175.67	947,774.44
141	1/ 4/26	0.00	0.00	0.00	942,598.78	2,598.48	7,774.15	950,372.93
142	2/ 4/26	0.00	0.00	0.00	942,598.78	2,605.61	10,379.76	952,978.53
143	3/ 4/26	0.00	0.00	0.00	942,598.78	2,612.75	12,992.51	955,591.28
144	4/ 4/26	143,724.87	128,112.45	15,612.42	814,486.32	2,619.91	0.00	814,486.32
145	5/ 4/26	0.00	0.00	0.00	814,486.32	2,233.05	2,233.05	816,719.37
146	6/ 4/26	0.00	0.00	0.00	814,486.32	2,239.17	4,472.22	818,958.54
147	7/ 4/26	0.00	0.00	0.00	814,486.32	2,245.31	6,717.53	821,203.85
148	8/ 4/26	0.00	0.00	0.00	814,486.32	2,251.47	8,969.00	823,455.32
149	9/ 4/26	0.00	0.00	0.00	814,486.32	2,257.64	11,226.64	825,712.96
	2026	287,449.75	254,137.54	33,312.21		29,809.25		
150	10/ 4/26	143,724.87	130,234.40	13,490.47	684,251.92	2,263.83	0.00	684,251.92
151	11/ 4/26	0.00	0.00	0.00	684,251.92	1,875.99	1,875.99	686,127.91
152	12/ 4/26	0.00	0.00	0.00	684,251.92	1,881.13	3,757.12	688,009.04
153	1/ 4/27	0.00	0.00	0.00	684,251.92	1,886.29	5,643.42	689,895.34
154	2/ 4/27	0.00	0.00	0.00	684,251.92	1,891.46	7,534.88	691,786.80
155	3/ 4/27	0.00	0.00	0.00	684,251.92	1,896.65	9,431.53	693,683.45
156	4/ 4/27	143,724.87	132,391.50	11,333.38	551,860.42	1,901.85	0.00	551,860.42
157	5/ 4/27	0.00	0.00	0.00	551,860.42	1,513.02	1,513.02	553,373.44
158	6/ 4/27	0.00	0.00	0.00	551,860.42	1,517.17	3,030.18	554,890.61
159	7/ 4/27	0.00	0.00	0.00	551,860.42	1,521.33	4,551.51	556,411.93
160	8/ 4/27	0.00	0.00	0.00	551,860.42	1,525.50	6,077.00	557,937.43
161	9/ 4/27	0.00	0.00	0.00	551,860.42	1,529.68	7,606.68	559,467.11
	2027	287,449.75	262,625.90	24,823.85		21,203.89		
162	10/ 4/27	143,724.87	134,584.32	9,140.55	417,276.11	1,533.87	0.00	417,276.11
163	11/ 4/27	0.00	0.00	0.00	417,276.11	1,144.03	1,144.03	418,420.14
164	12/ 4/27	0.00	0.00	0.00	417,276.11	1,147.17	2,291.20	419,567.31
165	1/ 4/28	0.00	0.00	0.00	417,276.11	1,150.31	3,441.51	420,717.62
166	2/ 4/28	0.00	0.00	0.00	417,276.11	1,153.47	4,594.98	421,871.09
167	3/ 4/28	0.00	0.00	0.00	417,276.11	1,156.63	5,751.61	423,027.72
168	4/ 4/28	143,724.87	136,813.46	6,911.41	280,462.64	1,159.80	0.00	280,462.64
169	5/ 4/28	0.00	0.00	0.00	280,462.64	768.94	768.94	281,231.58
170	6/ 4/28	0.00	0.00	0.00	280,462.64	771.04	1,539.98	282,002.62
171	7/ 4/28	0.00	0.00	0.00	280,462.64	773.16	2,313.14	282,775.78

Interest Rate: **3.2900% (Monthly)**

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
172	8/ 4/28	0.00	0.00	0.00	280,462.64	775.28	3,088.41	283,551.06
173	9/ 4/28	0.00	0.00	0.00	280,462.64	777.40	3,865.81	284,328.46
	2028	287,449.75	271,397.78	16,051.97		12,311.10		
174	10/ 4/28	143,724.87	139,079.52	4,645.35	141,383.12	779.53	0.00	141,383.12
175	11/ 4/28	0.00	0.00	0.00	141,383.12	387.63	387.63	141,770.75
176	12/ 4/28	0.00	0.00	0.00	141,383.12	388.69	776.31	142,159.43
177	1/ 4/29	0.00	0.00	0.00	141,383.12	389.75	1,166.07	142,549.19
178	2/ 4/29	0.00	0.00	0.00	141,383.12	390.82	1,556.89	142,940.01
179	3/ 4/29	0.00	0.00	0.00	141,383.12	391.89	1,948.78	143,331.90
180	4/ 4/29	143,724.87	141,383.12	2,341.75	0.00	392.97	0.00	0.00
	2029	287,449.75	280,462.64	6,987.10		3,121.29		
	Totals:	4,168,021.31	3,235,000.00	933,021.31		933,021.31		

Mayor and Members of the Council discussed Business Item #2 – Proposed Animal Control Ordinance and the following actions were taken.

Motion made by Councilman Vaughan to delete lines 4-9 in Section 4-14. Motion seconded by Councilman Jones and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **Hurley Ray Guillotte**

Motion passed.

Motion made by Councilman Colledge to add the following to the end of Section 4-3, "See the City of Gautier Comprehensive Fee Schedule for a list of current fines and fees." Motion was seconded by Councilwoman Martin and the following vote was recorded.

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

ABSTAINED: **Hurley Ray Guillotte**

Motion passed.

Motion made by Councilwoman Martin to add the following to the end of Section 4-5(a) "When it is necessary to make an inspection of a structure or premises to enforce the provisions of this ordinance, or whenever the animal control officer and/or law enforcement officer has reasonable cause to believe that there exists within the structure or upon the premises a condition in violation of this ordinance, the officer is authorized to enter the structure or premises at reasonable times to inspect or perform duties imposed by the animal control ordinance, provided that if such structure or premises is occupied, the officer shall present credentials to the occupant and request entry. If the structure or premises are unoccupied, the officer shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the officer shall have recourse to the remedies provided by law to secure entry." Motion seconded by Councilman Colledge and the following vote was recorded:

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

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Council Colledge to remove Section 4-16(a)(2) in its entirety and replace with the following: "(2) The fees for redemption of an impounded animal include: a. Feeding fees per day b. Impoundment fees based on the number of occurrences" as set by the Jackson County Animal Shelter. Motion seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Councilman Vaughan to add the following at the end of Section 4-16(a)(3): "The dog or cat must receive the rabies inoculation within seven (7) days of redeeming the animal from impoundment." Motion seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Councilman Colledge to add In Section 4-18, Destruction of rabid animals, change the word "killed" to "destroyed". Motion seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Councilman Colledge to remove the contents of Section 4-31, Violations; penalties, and replace with the following: "The owner of a vicious animal/dog who violates the applicable provisions of this article, or whose vicious animal/dog is subject to confiscation under this article, shall be in violation of this ordinance and if found guilty of a misdemeanor in municipal court shall be fined as set forth in the City of Gautier Comprehensive Fee Schedule." Motion seconded by Councilman Vaughan and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Councilman Vaughan to Add the following at the end of Section 4-36: "Agricultural (AG) districts where the area is intended to provide low density residential development and small scale agricultural uses such as farms are not limited by this article and do not require a permit." Motion seconded by Councilman Anderson and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Councilman Vaughan to remove the contents of Section 4-41, Permit Required, and replace with the following: "*All individuals residing in districts (except in AG Districts) desiring to keep livestock or fowl in the city shall first apply to the city clerk's office to obtain the required free permit.*" Motion seconded by Councilman Jones and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

Motion passed.

Motion made by Councilman Colledge to remove the content of Section 4-42, Violations; penalties, and replace with the following: "The owner of livestock or fowl who violates the applicable provisions of this article is subject to revocation of his/her permit to keep livestock or fowl. In addition, if the owner is in violation of this ordinance and found guilty in municipal court, he or she shall be guilty of a misdemeanor and fined in accordance with the City of Gautier, Comprehensive Fee Schedule." Motion seconded by Councilwoman Martin and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

Motion passed.

No action was taken on Renumber Sections 4-37 through 4-42 to make the Order easier for the reader to find the appropriate information.

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

ORDINANCE NUMBER 213-2014

Chapter 4

ANIMALS AND FOWL

Article I. In General, §§ 4-1 - 4-10
Article II. Dogs, Cats, and Other Animals, §§ 4-11- 4-25
Article III. Vicious Animal/Dog Control, §§ 4-26 - 4-35
Article IV. Livestock and Fowl, §§ 4-36 - 4-45

ARTICLE I. IN GENERAL

Sec. 4-1. - Application.

This chapter shall apply to all areas within the city limits of Gautier, Mississippi.

Sec. 4-2. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them:

Animal means any live vertebrate creature, domestic or wild, except human beings.

Animal control officer means any person designated by the city to enforce the provisions of this chapter.

Animal shelter means the facilities operated by Jackson County, Mississippi, for the purpose of caring for animals and/or impounding animals under the authority of state law or ordinances.

At large means any animal off the premises of the owner or custodian and not under the control of the owner, custodian or other person by leash, lead, cord, rope, chain, crate, bridle, cage or other physical means of restraint sufficient in strength to control the animal.

Breed-specific legislation. No part of this chapter shall be used to target dogs by specific breed or mix.

Charge means entrusted with the duty and/or responsibility of care and control of an animal.

Cruelty means an overt act committed with the intent to harm or needlessly kill a domesticated animal or committed out of depraved indifference for the animal's well-being, including but not limited to torture, maiming, beating, or otherwise committing violence that causes injury or death.

Custodian means a person who has been given charge over an animal.

Feral animal means any domestic animal, which has escaped for a substantial period of time from the care of an owner or custodian and is existing in a wild state.

Humane manner means the method in which an animal is required to be cared for, including, but not limited to, adequate ventilation, heat, sanitary shelter that provides protection from the weather, food and clean water, veterinary care consistent with generally accepted practices considering the animal's size, species, and breed.

Injury means the breaking of skin, which results in bleeding, caused by an animal bite or bites.

Law enforcement officer means the officers of the Gautier Police Department, including but not limited to animal control officers.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age, and condition.

Neutered means rendered permanently incapable of reproduction.

Nuisance animal means any animal which:

(1) Damages property of a person other than the owner.
(2) Barks, whines, squeals, bleats, or howls in an excessive, lengthy, or untimely manner; or
(3) Frequently defecates or urinates on property of one other than the owner.

Owner means:

(1) Any person having a property right in an animal;
(2) The custodian of an animal;
(3) Any person who keeps or harbors an animal; and/or
(4) Any person who knowingly permits an animal to remain on any premises occupied by said person over which said person has substantial control.

Excepted from the definition of owner in the immediately preceding subsections (2), (3), and (4) are veterinarians, veterinary hospitals, commercial animal boarding businesses, commercial animal grooming businesses and the animal shelter.

Owner's real property means any real property owned or leased by the owner or owners of the animal.

Performing animal exhibition means any authorized display, act, or event, other than a circus, in which performing animals are used.

Person means any human being, corporation, partnership, association, organization, or institution.

Provocation means the act of teasing, irritating, abusing, assaulting, exciting, stimulating, or tormenting an animal to the point of aggression.

Restraint means the condition of having an animal under control by securing said animal by leash, lead, cord, rope, chain, bridle, crate, or cage.

Severe injury means any physical injury that results in a death, broken bone(s), multiple sutures, disfiguring lacerations, or which requires surgery that was caused by an animal bite or bites.

Veterinary hospital means any establishment operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal, except dogs, that constitutes a physical threat to human beings or other animals.

Vicious dog means:

(1) A dog that without provocation has:

a. Inflicted injury on a human being; and/or

b. Killed or inflicted severe injury upon a domestic animal or livestock, when not on the offending dog owner's real property; and/or

c. Shown a propensity, tendency, or disposition to attack, a human being, when not on the offending dog owner's real property.

(2) A dog owned or harbored, primarily or in part, for the purpose of dog fighting, or other fighting or any dog trained for fighting; or

Notwithstanding the provisions of the foregoing definition of a vicious dog, no dog may be considered a vicious dog if:

(1) An injury or severe injury is sustained by a human being and at the time of such injury, the dog was being provoked.

(2) An injury or severe injury is sustained by a human being who at the time of such injury was committing a willful trespass, or other tort, upon the premises owned or leased by the owner of the dog.

(3) The dog was protecting a human being within the immediate vicinity of the dog from an unjustified attack.

(4) The dog is a police dog that was engaged in the performance of its duties at the time of the act.

Sec. 4-3. - Violations; penalties.

Unless another penalty is set forth herein for a specific violation in this chapter, any person who shall violate any provision of this animal control ordinance, or fail to comply with any of the requirements thereof, shall be guilty of a misdemeanor. Any person found guilty of such violation shall, upon conviction, be fined for each violation not more than one thousand dollars ($1,000.00), or imprisoned for not more than three (3) months, or both, plus all court costs. Specific fine amounts are identified in the City of Gautier, Comprehensive Fee Schedule.

Sec. 4-4. - Appointment of animal control officer.

The city manager shall designate an individual or individuals to carry out the duties of an animal control officer as provided for in this article. The city manager may further assign the additional duties of animal control officer to any officer or employee of the city who is subject to the jurisdiction of the governing authority.

Sec. 4-5. - Enforcement.

(a) It shall be the duty of animal control officers and/or law enforcement officers to enforce the provisions of this chapter. When it is necessary to inspect the property to enforce the provisions of this ordinance, or whenever the animal control officer and/or law enforcement officer has reasonable cause to believe that there exists within the structure or upon the premises a condition in violation of this ordinance. The officer is authorized to enter the structure or premises at reasonable times to inspect or perform duties imposed by the animal control ordinance, provided that if such structure or premises is occupied the officer shall present credentials to the occupant and request entry. If the structure or premises are unoccupied, the officer shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the officer shall have recourse to the remedies provided by law to secure entry.

(b) It shall be a violation of this chapter for any person to interfere with or hinder an animal control officer and/or law enforcement officer in the performance of their duties, or to release or attempt to release any animal in said officers' custody.

(c) Animal control officers and/or law enforcement officers having probable cause to believe a person has violated this chapter may file a complaint or affidavit in municipal court or other court of competent jurisdiction against said person. Said officers may issue citations in the enforcement of this chapter to any person the officer(s) have probable cause to believe has violated this chapter, with the citation designating the offense(s) charged and requiring the person so charged to appear before such courts on a specified date to answer the charges contained therein.

Sec. 4-6. - General Responsibilities of Owner(s).

(a) The owner of every domesticated animal including, but not limited to, cats and dogs, shall;

(1) Comply with the standards set out next in this section and all other provisions of this chapter.

(2) Provide their animals with proper food, water, shelter and protection from the weather.

(3) Exercise proper care and control of their animal(s).

(4) Prevent animal(s) from becoming a public nuisance as defined in section 4-2,

(b) It shall be unlawful for animal pens or enclosures where animals are kept to be in an unclean, filthy, or unsanitary condition. All animal pens or enclosures and other places where dogs, cats or other animals are kept shall be cleaned daily by removal of all feces and offensive matter and by suitable cleansing and disinfecting as often as may be necessary. Reasonable efforts shall be made to keep yards, pens, premises, and animals free of insect infestation.

(c) Owner(s) shall remove any fecal matter deposited by such animals on public property, walks, streets, or private property of another.

(d) Food supplies shall be stored in rodent-proof containers. Food and water containers shall be kept clean, and litter and bedding materials shall be changed as often as necessary to prevent an odor nuisance.

(e) No owner of an animal shall abandon the animal or fail to provide appropriate veterinary treatment, if ill.

(f) No owner shall intentionally poison any animal, except vermin.

(g) No owner shall intentionally allow or promote any fight between animals, on his/her real property or on property under his/her possession or control.

(h) No owner shall leave an animal unattended inside a motor vehicle when such action is harmful or potentially harmful to such animal. If the owner of such vehicle is not available and cannot be found or refuses to prevent such harm or potential harm, an animal control

officer or a police officer shall be authorized to remove such animal from the vehicle and to utilize any reasonable method to effect such removal.

(i) No one shall be allowed to bring a dog of any type within 150 feet of any parade route or other permitted public event regardless of whether or not the dog is leashed and muzzled. This restriction shall not apply to properly certified service animals, or dogs that are actually in the parade or featured in the public event, or dogs located on fenced real property immediately adjacent to parade routes, or the venue of the public event.

Sec. 4-7. - 4-10. Reserved.

ARTICLE II. Dogs, Cats and Other Animals

Sec. 4-11. - Inoculating dogs and cats for rabies.

Every person in the city who owns or has in his or her possession, any dog and/or cat of the age of three (3) months or over shall have and keep such dog and/or cat inoculated against rabies, pursuant to Title 41, Chapter 53, Section 1 of the Mississippi Code of 1972, as amended, and the rules and regulations promulgated by the Mississippi State Board of Health. All inoculations must be done by either a licensed veterinarian or other competent person granted a permit to administer a rabies vaccine by the state board of health, pursuant to Title 41, Chapter 53, Section 5 of the Mississippi Code of 1972, as amended**.** The Mississippi State Department of Health Regulations further requires that all dogs and cats shall be vaccinated against rabies at three months of age, re-vaccinated one year later and every three years thereafter, using a rabies vaccine approved as providing a 3-year immunity**.** A violation of section 4-11 of this chapter shall be punished in accordance with the penalties set out in Title 41, Chapter 53, Section 13 of the Mississippi Code of 1972, as amended.

Sec. 4-12. - Tags for dogs and cats.

Dog and cat owners shall ensure that their dog or cat carries identification at all times in the form of microchip, tag, or other means to allow easy determination of the owners. It is the duty of the owner of any dog or cat to require said dog and/or cat to wear at all times a metal tag that is stamped with the serial number of its rabies vaccination, and also stamped with the year in which the dog and/or cat was inoculated. A violation of this section shall be punished in accordance with the penalties set out in Title 41, Chapter 53, Section 13 of the Mississippi Code of 1972, as amended.

Sec. 4-13. - Confinement to premises.

(a) No animal shall be kept or confined in any place where food, water, shelter and protection from the weather are not sufficient for the good health of such animal. No animal

shall be kept in such place or condition as to become a nuisance, because of noise, odor, filth, or contagion of disease.

(b) An owner of an animal shall confine said animal to his/her real property, unless said animal is under restraint or participating in a licensed performing animal exhibition. It shall further be the duty of all owners and custodians to keep such animals under control to prevent such animal from:

(1) Trespassing on another's property; and/or
(2) Being a nuisance animal; and/or
(3) Being a danger to persons; and/or
(4) Being a danger to property.

(c) An owner of a vicious dog or vicious animal shall confine such animal in accordance with section 4-28 of this chapter.

(d) Every female dog or cat in heat shall be confined in such a manner as to prevent from coming in contact with a male dog or cat, respectively, except for intentional breeding purposes.

(e) Underground fences are not sufficient to contain unsupervised dogs in the area designated as the front yard. Property owners will maintain a clear path to the home's main entrance to accommodate deliveries and authorized workers.

(f) No person shall, at any time, fasten, chain, tether, or tie any dog or cause such dog to be fastened, chained, tethered, or tied to a stationary object while such dog is on the dog owner's property, on the property of the dog owner's landlord, or on the property of the person having possession, charge, custody, or control of such dog unless such restraint consists of a chain, leash, wire cable, or similar restraint attached to a swivel or pulley which shall be located as to keep the dog exclusively on the secured premises. Tieouts shall be so located as to keep the dog secure and shall not be able to become entangled with other objects, and shall be of sufficient length to allow free and full time access to water, food and shelter. Collars used to attach a dog to a tieout shall not be of a choke type. No tieout shall employ a restraint that is less than ten (10) feet in length.

(g) Failure to comply with the terms of this section of the article shall require the dog owner or the person having possession, charge, custody, or control of such dog to:

(1) Provide a fenced yard, of sufficient height to prevent the dog from escaping from the enclosure for the dog with adequate space for exercise of at least one hundred (100) square feet, or

(2) Provide an enclosure for such dog of at least one (1) square foot of area for every pound of body weight of the dog. Such enclosure shall be constructed of chain link or similar type material with all four (4) sides enclosed. The enclosure shall be of sufficient height to prevent the dog from escaping from the enclosure. A portion of the enclosure shall be covered with material sufficient to provide the dog with shade and protection from the weather.

Sec. 4-14. - Overcrowded, unsanitary conditions and offensive odors.

It shall be a violation of this chapter for any person to keep or harbor an animal in a manner that:

(1) Is overcrowded; and/or

(2) Is unsanitary; and/or

(3) Produces offensive odors, which move off the owner's premises.

Sec. 4-15. - Running at large.

It shall be unlawful for any owner and/or custodian of any animal to allow such animal to run at large upon the streets, sidewalks, alleys, or other public property, or property of another. An animal running at large may be impounded in accordance with section 4-16 of this chapter.

Sec. 4-16. - Impoundment authorized.

(a) Impoundment for "at large" animals.

(1) Animals running at large may be pursued, caught and impounded by animal control officers and law enforcement officers. Said animals shall be held for a minimum of five (5) days, unless the animal is so diseased or seriously injured that it should be immediately and humanely destroyed, or unless the owner of the animal redeems the animal within the five (5) days by paying all fees that have accrued and receiving custody of the animal. Said fees are not in lieu of any fine or penalty provided by law.

(2) The fees for redemption of impounded animals are established by the Jackson County Animal Shelter and include:

a. Feeding fees per day:

b. Impoundment fee based on the number of occurrences

(3) Owners of dogs and cats redeemed from impoundment shall provide proof of rabies inoculation prior to release of the animal from impoundment. In the event proof of inoculation cannot be produced, the owner shall produce a receipt for prepayment of a rabies vaccination from a licensed veterinarian or person certified by the state board of health before said animal is released. The dog or cat must receive the rabies inoculation within five (5) days of redeeming the animal from impoundment.

(4) If the owner does not redeem such animal within five (5) days, the animal shall be either put up for adoption or humanely destroyed. In the event the animal is adopted, the person who adopts the animal is then the legal owner of the animal.

(b) Impoundment for animal bite(s) and impoundment of animals suspected or having rabies. If any dog, cat or ferret has bitten a person, and/or is suspected of having been exposed to rabies and/or is suspected of having rabies by the county health officer or animal control officer, said animal shall be safely quarantined for a period of ten (10) days by the Jackson County Animal Shelter. The owner of the dog, cat or ferret may with permission of the animal control officer or his/her designee, place said animal either in home confinement or with a licensed veterinarian clinic or hospital in Jackson County, Mississippi, at the owner's expense. In the event the owner elects to destroy the animal, all costs for rabies tests shall be paid by the owner.

(c) Other impoundments. Any animal which is being kept or held in a manner that is in violation of the provisions of this chapter, other than those specified in this section, may be caught and impounded by animal control officers and/or law enforcement officers. These animals may be impounded in the same manner and conditions as set out in subsection (a) of this section, except that if the animals are not being kept in a humane manner, they are not to be returned to the owner unless said owner can provide satisfactory evidence to the animal control officer that the animals will be humanely kept.

Sec. 4-17. - Feral cats.

Feral cats may be managed under a city-approved volunteer or other sanctioned program that provides health checks and spay and neuter services for these animals at no cost to the City. Cats in such a colony may be ear tipped or micro chipped for identification purposes.

Sec.4-18. - Destruction of rabid animals.

In the event an animal is suffering from rabies or reasonably suspected of having rabies, and is allowed to run at large, such animal may be destroyed by any law enforcement officer or animal control officer without such officer being required to catch or impound such animal.

Sec. 4-19. - Cruel and inhumane treatment.

It shall be unlawful for any person to torture, torment, unjustifiably injure, deprive of necessary sustenance, food, or drink, or cruelly beat or needlessly mutilate any domesticated animal within the corporate limits of the city or to cause or permit same to be done.

Sec. 4-20. - 4-25. Reserved.

ARTICLE III. VICIOUS ANIMAL/DOG CONTROL

Sec. 4-26. - Short Title.

This article shall be known and may be cited as the “Vicious Animal/Dog Control Ordinance.”

Sec. 4-27. - Animal control officer’s determination of vicious animals/dogs.

(a) The animal control officer shall make such investigations and inquiries as may be necessary to identify vicious animal(s) and vicious dog(s) within the animal control officer's jurisdiction.

(b) When an animal control officer classifies an animal or dog as a vicious animal or vicious dog, the animal control officer shall notify the animal's owner in writing by delivering a letter in person or by mail to the owner's last known address of such classification. Such notice shall be complete upon its delivery or mailing.

(1) Procedures for classification:

a. As applied to the owners of vicious animals or vicious dogs, the procedure as provided for in this article must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners.

b. When a vicious animal or vicious dog is classified as such, the animal control officer shall notify the animal owners of such classification.

c. The notice to the owner shall make the following requirements:

1. The notice shall be in writing and delivered or mailed to the owner's last known address.

2. The notice shall include a summary of the animal control officer's findings that formed the basis for the animal's classification as a vicious animal or dog.

3. The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request a hearing of the animal control officer's determination that the animal is a vicious animal or vicious dog;

4. The notice shall state that the hearing, if requested, shall be held before and conducted by the municipal court.

5. The notice shall state that if a hearing is not requested, the animal control officer's determination that the animal is a vicious animal or vicious dog will become effective for all purposes under this article on the date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing;

6. The notice shall include a form to request a hearing before the municipal court.

(2) When it has been determined that an owner possesses a vicious animal or vicious dog, the animal control officer shall issue a certificate of registration to the owner when the animal control officer finds sufficient evidence of compliance with the duties prescribed for the owner within this article.

(3). An animal control officer is authorized to make whatever inquiry is deemed necessary to insure compliance with the provisions of this article.

(4). The police department shall cooperate with the animal control officer in enforcing the provisions of this article.

Sec. 4-28. - Keeping of vicious animals and vicious dogs.

(a) While on the owner's real property, a vicious animal or vicious dog shall be securely confined indoors or in a securely locked pen or structure situated behind the front building line of the primary residence, suitable to prevent the entry of children and designed to prevent the dog or other animal from escaping. Such enclosure must assure the safety of the public as well as confinement of the dog or animal in a humane, sanitary, and healthful environment. The animal control officer, or his/her designee, after reviewing the circumstances associated with each situation and inspection, shall make a determination as to whether the enclosure meets the requirements. Minimum enclosure requirements shall include:

(1) At least one (1) square foot of area for every pound of body weight of the dog with a portion of the enclosure covered with material sufficient to provide the dog with shade and protection from the weather.

(2) A concrete base/floor or other material with similar durability and strength characteristics as compared to concrete,

(3) Walls six (6) feet in height to be chain link or other material with similar durability and strength characteristics as compared to chain link, and a roof or "cap" to be chain link or other material with similar durability and strength characteristics as compared to chain link.

(4) The enclosure access point latch/locking mechanism shall be a minimum of five (5) feet above the enclosure base/floor similar to those requirements of pool enclosures as to prevent opening by a child.

(b) No owner of a vicious animal or vicious dog shall permit such animal or dog to go beyond the owner's real property unless such animal or dog is securely leashed and muzzled, with the muzzle being sufficient to prevent such dog or animal from biting human beings and animals, except that:

(1) A vicious dog shall not be required to be muzzled when being shown in a dog show sanctioned by a national kennel club; or

(2) A vicious animal or vicious dog shall not be required to be leashed and muzzled when securely caged or otherwise securely contained inside a commercial establishment in the business of boarding and/or medically treating animals or dogs.

(c) No vicious animal or vicious dog may be kept on a porch, patio, or in any part of a house or structure that would allow the animal or dog to exit such area on its own volition.

(d) When an animal or dog is reasonably determined to be vicious by the animal control officer or law enforcement officer, the dog may be destroyed providing each of the following requirements is met:

(1) The animal is at large.

(2) Attempts to peacefully capture and impound the animal have been made and proved unsuccessful; and

(3) The animal poses a serious and immediate threat of serious harm or injury to human life.

(e) Before filing a complaint/affidavit for a violation under this section in the municipal court, the animal control officer or his/her designee shall give written summons to appear in municipal court to the person suspected of a violation that their animal or dog is deemed a vicious animal or dog and may be subject to the requirements of this section.

(f) Once the owner is notified that his/her animal or dog has been deemed vicious, the owner shall have forty-five (45) days from said ruling to comply with the confinement requirements for vicious animals and dogs under this chapter. During this forty-five day period, the animal or dog should be confined in accordance with section 4-13(a) of this chapter.

(g) No vicious animal or dog may be owned, kept, possessed or harbored within the city without the owner or custodian of such animal first obtaining proof of compliance from the Animal Control Officer.

(1) Owners of vicious animals or vicious dogs are hereby required to maintain liability insurance, such as homeowner's or renter's insurance, that covers injuries inflicted by animals or dogs, as the case may be. The amount in an amount of not less than one hundred thousand dollars ($100,000.00), and said policy shall require notification of cancellation of said policy to the Animal Control Officer, 3330 Highway 90, Gautier, Mississippi 39553. Proof of said liability insurance shall be provided to the animal control officer or his/her designee upon his/her request.

(2) Owners or custodians of vicious animals or dogs shall, upon the loss, death or transfer of such animals, report such fact to the animal control officer. A separate registration shall be issued for each vicious animal or dog. Upon the transfer of any vicious dog or animal, a statement shall be filed with the city stating the name and address of the person to whom the animal is sold or transferred and the address at which the vicious animal or dog is to be located, if known.

(3) Any previously approved compliance letter issued pursuant to this section shall be revocable upon any noncompliance with any of the terms of this chapter by any person owning or in possession or control of any vicious animal or dog.

(h) The animal control officer shall keep for ten (10) years a record of all dogs or animals determined to be vicious.

(i) All owners of vicious animals or dogs shall within ten (10) days from the effective date of the ordinance display in prominent, conspicuous places, legible signs one square foot in size. The signs must be easily read on all sides of their real property where the vicious animal or dog is kept, using such words as "Beware of Dog" or "Dangerous Animal" and in addition a similar sign shall be posted on the kennel, pen, or enclosure for such dog or animal.

(1) Signs shall be constructed and maintained in a manner to withstand the elements.

(2) The absence of any required signs shall be prima fascia evidence of a violation of this section.

(j) An animal control officer or law enforcement officer may enter the premises where a vicious dog is kept for the purpose of inspection of the premises to ascertain whether such complies with the provisions of this chapter. Such inspection shall be made only after reasonable notice to the occupant of the premises. If the owner shall refuse the inspection, the assistance of a court may be requested.

Sec. 4-29. - Confiscation of vicious animal/dog.

(a) An animal deemed to be a vicious animal/dog shall be immediately confiscated by the animal control officer or by a law enforcement officer and other person authorized by the animal control officer if:

(1) The owner of the animal does not secure the liability insurance or bond required by this article, or

(2) The animal is not maintained in a proper enclosure in violation of this article; or

(3) The animal is outside a proper enclosure in violation of this article.

(b) Any animal that has been confiscated under the provisions of this section shall be returned to its owner after a hearing on the matter is concluded by the municipal court judge or upon the owner's compliance with the provisions of this article. In the event the owner has not complied with the provisions of this article within fifteen (15) days of the date the animal was confiscated, said animal will be destroyed in an expeditious and humane manner.

Sec. 4-30. - Offenses.

It shall be unlawful for an owner to have or possess within this city a vicious animal/dog without authority from the animal control officer issued in accordance with the provisions of this article.

Sec. 4-31. - Violations; penalties.

The owner of a vicious animal/dog who violates the applicable provisions of this article, or whose vicious animal/dog is subject to confiscation under this article, shall be in violation of this ordinance and if found guilty of a misdemeanor in municipal court shall be fined as set forth in the City of Gautier Comprehensive Fee Schedule.

Sec. 4-32. - 4-35. Reserved.

ARTICLE IV. LIVESTOCK and FOWL

Sec. 4-36. - Livestock and fowl only kept for pets or personal use.

The keeping of livestock and fowl is hereby restricted to their use only as pets or for personal use of the family residing on the premises, and the keeping of livestock or fowl for commercial purposes is hereby declared unlawful. Except in AG districts where the area is intended to provide low density residential development and small scale agricultural uses such as farms and for keeping livestock and fowl without permitting requirements.

Sec. 4-37. - Permit required.

All individuals residing in districts (except in AG Districts) desiring to keep livestock or fowl in the city shall first apply to the city clerk's office to obtain the required free permit.

Sec. 4-38. - Keeping of livestock.

Livestock shall only be allowed to be kept on other property in the city under the following conditions:

(1) *Required area.* No large livestock shall be kept on any property having less than twenty thousand (20,000) square feet (excluding living area and family dwelling), and one such animal shall be allowed for each additional five thousand (5,000) square feet.

(2) *Livestock to be fenced.* All large livestock shall be properly fenced to prohibit their running at large.

(3) *Proximity to opening of dwelling.* No large livestock shall be kept in such a manner to allow their being closer than thirty-five (35) feet from the nearest door, window, or other opening of a neighbor's dwelling.

(4) *Livestock to be kept in safe and sanitary environment.* All large livestock shall be kept in a safe and sanitary environment that is not detrimental to the health and well-being of said livestock.

(5) *Prohibition of nuisances to neighborhood.* All large livestock shall be kept in such a manner to prohibit the creation of a nuisance as to the abutting or adjoining property owner or the general neighborhood in which they are kept. Said nuisances shall include, but not be limited to noise, odor, attraction of or breeding grounds for flies, mosquitoes, and other insects.

Sec. 4-39. - Keeping of small livestock.

Small livestock is defined as rabbits, chinchillas, and other small caged animals and shall only be allowed to be kept on any property in the city under the following conditions:

(1) *Required area.* No small livestock shall be kept on any property having less than seven thousand (7,000) square feet. Closed sheds or garages (as for raising chinchillas) are not restricted except as pertains to zoning ordinance.

(2) *Small livestock to be caged.* All small livestock shall be properly caged to prohibit their running at large.

(3) *Proximity to opening of dwelling.* No small livestock in outside cages shall be kept in such a manner to allow their being closer than thirty-five (35) feet from the nearest door, window, or other opening of a neighbor's dwelling.

Sec. 4-40. - Keeping of fowl.

Fowl shall only be allowed to be kept on any property in the city under the following conditions:

(1) *Required area.* No fowl shall be allowed on any premises of less than twenty thousand (20,000) square feet, and ten (10) fowl shall be allowed to be kept on premises of twenty thousand (20,000) square feet.

(2) *Fowl to be fenced.* Fowl must be kept in a coop or run enclosure at all times. Coops and runs must be completely enclosed with wire, aviary netting or solid roofing and shall be impermeable to predators. Any structure used to keep fowl must be maintained to avoid causing a blight to neighboring properties or depreciation of property values. It shall be unlawful for any person to permit fowl to run at large on the streets, sidewalks or any other public place.

(3) *Proximity to opening of dwelling.* No fowl shall be kept in such a manner so as to allow their being closer than thirty-five (35) feet from the nearest door, window, or other opening of a neighbor's dwelling.

(4) Fowl to be kept in safe and sanitary environment. All fowl shall be kept in a safe and sanitary environment that is not detrimental to the health and well-being of said fowl.

(5) *Prohibition of nuisances to neighborhood.* All fowl shall be kept in such a manner so as to prohibit the creation of a nuisance as to the abutting or adjoining property owner or the immediate neighborhood in which they are kept. Said nuisances shall include, but not be limited to noise, odor, attraction of or breeding grounds for flies, mosquitoes and other insects.

Sec. 4-41. Variances allowed on space requirements.

(a) *Amount of variance.* Variances may be allowed on space requirements provided, however, that a variance not to exceed twenty (20) percent of the square footage requirements of this article, as above set out in section 4-38(1) and section 4-40(1) may be allowed on petition properly presented to the Gautier Planning Commission and approved by the planning commission and the mayor and city council of the city upon just cause or reason being shown as to why said variance should be granted.

(b) *How variance obtained.* A petition for variance as set out in the preceding paragraph should be accompanied by an affidavit from the petitioner, giving the names and addresses of the adjoining property owners, within five hundred (500) feet which should be presented to the planning commission of the city together with the filing fee as established by said planning commission, and notice thereof and hearing thereon shall be conducted insofar as practical along the same lines as a request for rezoning.

Sec. 4-42. - Violations; penalties.

The owner of livestock or fowl who violates the applicable provisions of this article is subject to revocation of their permit to keep livestock or fowl. In addition they are in violation of this ordinance and if found guilty in municipal court shall be guilty of a misdemeanor and fined in accordance with the City of Gautier, Comprehensive Fee Schedule.

Sec. 4-43. - 4-45. Reserved.

This Ordinance shall take effect thirty (30) days after publication.

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Adam Colledge

NAYS: Rusty Anderson
Hurley Ray Guillotte

Adopted: **April 1, 2014**

_____
Gordon Gollott, Mayor

Attest:

Approved as to form and legal sufficiency.

_____
Cynthia Russell, City Clerk

MEMORANDUM

TO: Samantha D. Abell, City Manager

THRU: Chandra Nicholson, Economic Development & Planning Director

FROM: Patty Huffman, Grants and Projects Manager

DATE: March 27, 2014

SUBJECT: Proposed Animal Control Ordinance

REQUEST:
The Economic Development and Planning Department requests City Council review and approval of the proposed Animal and Fowl Ordinance which was presented at the City Council Workshop March 11, 2014. The attached ordinance is unchanged from the March 11th City Council Workshop.

BACKGROUND:
The Economic Development and Planning Department found that it has been over a decade since the City's Animal Control Ordinances were last amended. Staff recommends that it would be in the best interest of the City to adopt a revised Animal Control Ordinance in order to appropriately address existing animal control issues and to aid in protecting the public health, safety, and welfare of our citizens.

DISCUSSION:
The City has held open public comment periods, held several public hearings, and held a City Council Workshop to ensure that the public was aware of the changes to the ordinance and had an opportunity to provide input.

RECOMMENDATION:
Based on the public comments from the March 11th City Council workshop, City Council may consider, but is not limited to, the following changes to the proposed ordinance that was presented at the March 11, 2014 City Council Workshop:

1. Add the following to the end of Section 4-3, "*See the City of Gautier Comprehensive Fee Schedule for a list of current fines and fees.*"

2. Add the following to the end of Section 4-5(a) "*When it is necessary to make an inspection of a structure or premises to enforce the provisions of this ordinance, or whenever the animal control officer and/or law enforcement officer has reasonable cause to believe that there exists within the structure or upon the premises a condition in violation of this ordinance, the officer is authorized to enter the structure or premises at reasonable times to inspect or perform duties imposed by the animal control ordinance, provided that if such structure or premises is occupied, the officer shall present credentials to the occupant and request entry. If the structure or premises are unoccupied, the officer shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the officer shall have recourse to the remedies provided by law to secure entry.*"

3. Remove Section 4-16(a)(2) in its entirety and replace with the following: *"(2) The fees for redemption of an impounded animal include: a. Feeding fees per day b. Impoundment fees based on the number of occurrences.*"

4. Add the following at the end of Section 4-16(a)(3): "*The dog or cat must receive the rabies inoculation within seven (7) days of redeeming the animal from impoundment.*"

5. In Section 4-18, Destruction of rabid animals, change the word "killed" to "*destroyed*".

6. Remove the contents of Section 4-31, Violations; penalties, and replace with the following: "*The owner of a vicious animal/dog who violates the applicable provisions of this article, or whose vicious animal/dog is subject to confiscation under this article, shall be in violation of this ordinance and if found guilty of a misdemeanor in municipal court shall be fined as set forth in the City of Gautier Comprehensive Fee Schedule."*

7. Add the following at the end of Section 4-36: *"Agricultural (AG) districts where the area is intended to provide low density residential development and small scale agricultural uses such as farms are not limited by this article and do not require a permit."*

8. Remove the contents of Section 4-41, Permit Required, and replace with the following: "*All individuals residing in districts (except in AG Districts) desiring to keep livestock or fowl in the city shall first apply to the city clerk's office to obtain the required free permit.*"

9. Remove the content of Section 4-42, Violations; penalties, and replace with the following: "*The owner of livestock or fowl who violates the applicable provisions of this article is subject to revocation of his/her permit to keep livestock or fowl. In addition, if the owner is in violation of this ordinance and found guilty in municipal court, he or she shall be guilty of a misdemeanor and fined in accordance with the City of Gautier, Comprehensive Fee Schedule.*"

10. Renumber Sections 4-37 through 4-42 to make the Order easier for the reader to find the appropriate information.

The City Council may:

1. Approve the Adoption of the Proposed Animal Control Ordinance with the staff recommended changes 1 through 10, with any combination of the recommended changes thereof, and/or with any additional changes; or

2. Deny the Adoption of the Proposed Animal Control Ordinance.

ATTACHMENTS:
Animal and Fowl Ordinance and Summary of Proposed Changes presented at 03/11/14 Workshop

PROPOSED ANIMAL AND FOWL ORDINANCE
SUMMARY OF CHANGES

- The proposed animal control ordinance was placed on the city website from July 22, 2013 through August 2, 2013, and public comments were solicited from the citizens of Gautier. In addition, public comments were allowed at the Planning Commission meeting on September 5, 2013. Only one written comment was received, and no other public comments were made at the Planning Commission meeting.

- This revised ordinance reflects the recommendations made by the Planning Commission at meetings held on September 5, October 3, and November 7, 2013.

ARTICLE I In General (Previously not utilized)

Sec 4-1. Previously Sec. 4-63.
Sec 4-2. Previously Sec. 4-62, and added numerous other applicable definitions.
Sec 4-3. Added maximum fines allowed by municipal judge.
Sec 4-4. Previously Sec. 4-64.
Sec 4-5. Previously Sec. 4-66.
Sec 4-6. Added general owner responsibilities.
Sec 4-7. – 4-10. Reserved.

ARTICLE II Dogs, Cats and Other Animals

Sec 4-11. Previously Sec. 4-21, reduced age of dog/cat for initial vaccination and changed rabies vaccination from annual to every three year requirement. (State Statute and Animal Health Regulation).
Sec 4-12. Previously Sec 4.21, added means of identification to determine ownership.
Sec 4-13. Previously sections 4-25 and 4-28.
Sec 4-14. Added limited number of dogs and cats without prior approval.
Sec 4-15. Previously Sec. 4-22.
Sec 4-16. Previously Sec. 4-22, added impoundment procedures and new fees.
Sec 4-17. Added not previously addressed.
Sec 4-18. Added State Statute requirement.
Sec 4-19. Previously Sec. 4-24.
Sec 4-20. – 4-25. Reserved.

ARTICLE III Vicious Animals/Dogs (Changed name from Dangerous Dog and Potentially Dangerous Dog to Vicious Animal/Dog (same as County and Ocean Springs)

Sec 4-26. Previously Sec. 4-61.
Sec 4-27. Previously Sec. 4-66.
Sec 4-28. Previously Sec. 4-67, added stronger requirements.
Sec 4-29. Previously Sec. 4-68.
Sec 4-30. Previously Sec. 4-69.
Sec 4-31. Previously Sec. 4-70.
Sec 4-32. - 4-35. Reserved.

ARTICLE IV Livestock and Fowl

Sec 4-36. Previously Sec. 4-31.

Sec 4-37. Previously Sec. 4-36.

Sec 4-38. Previously Sec. 4-37.

Sec 4-39. Previously Sec. 4-38, changed per Planning Commission recommendation to only allow a total of ten fowl and strengthened requirements for fowl to be fenced.

Sec 4-40. Previously Sec. 4-39.

Sec 4-41. Previously 4-40.

Sec 4-42. Added permit may be revoked or violation referred to municipal court.

Sec 4-43. – 4-45. Reserved

Chapter 4

ANIMAL CONTROL

Article I. In General, §§ 4-1 – 4-10
Article II. Dogs, Cats, and Other Animals, §§ 4-11 – 4-25
Article III. Vicious Animal/Dog Control, §§ 4-26 – 4-35
Article IV. Livestock and Fowl, §§ 4-36 – 4-45

ARTICLE I. IN GENERAL

Sec. 4-1. - Application.

This chapter shall apply to all areas within the city limits of Gautier, Mississippi.

Sec. 4-2. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them:

Animal means any live vertebrate creature, domestic or wild, except human beings.

Animal control officer means any person designated by the city to enforce the provisions of this chapter.

Animal shelter means the facilities operated by Jackson County, Mississippi, for the purpose of caring for animals and/or impounding animals under the authority of state law or ordinances.

At large means any animal off the premises of the owner or custodian and not under the control of the owner, custodian or other person by leash, lead, cord, rope, chain, crate, bridle, cage or other physical means of restraint sufficient in strength to control the animal.

Breed-specific legislation. No part of this chapter shall be used to target dogs by specific breed or mix.

Charge means entrusted with the duty and/or responsibility of care and control of an animal.

Cruelty means an overt act committed with the intent to harm or needlessly kill a domesticated animal or committed out of depraved indifference for the animal's well-being, including but not limited to torture, maiming, beating, or otherwise committing violence that causes injury or death.

Custodian means a person who has been given charge over an animal.

Feral animal means any domestic animal, which has escaped for a substantial period of time from the care of an owner or custodian and is existing in a wild state.

Humane manner means the method in which an animal is required to be cared for, including, but not limited to, adequate ventilation, heat, sanitary shelter that provides protection from the weather, food and clean water, veterinary care consistent with generally accepted practices considering the animal's size, species, and breed.

Injury means the breaking of skin, which results in bleeding, caused by an animal bite or bites.

Law enforcement officer means the officers of the Gautier Police Department, including but not limited to animal control officers.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age, and condition.

Neutered means rendered permanently incapable of reproduction.

Nuisance animal means any animal which:

(1) Damages property of a person other than the owner.
(2) Barks, whines, squeals, bleats, or howls in an excessive, lengthy, or untimely manner; or
(3) Frequently defecates or urinates on property of one other than the owner.

Owner means:

(1) Any person having a property right in an animal;

(2) The custodian of an animal;

(3) Any person who keeps or harbors an animal; and/or

(4) Any person who knowingly permits an animal to remain on any premises occupied by said person over which said person has substantial control.

Excepted from the definition of owner in the immediately preceding subsections (2), (3), and (4) are veterinarians, veterinary hospitals, commercial animal boarding businesses, commercial animal grooming businesses and the animal shelter.

Owner's real property means any real property owned or leased by the owner or owners of the animal.

Performing animal exhibition means any authorized display, act, or event, other than a circus, in which performing animals are used.

Person means any human being, corporation, partnership, association, organization, or institution.

Provocation means the act of teasing, irritating, abusing, assaulting, exciting, stimulating, or tormenting an animal to the point of aggression.

Restraint means the condition of having an animal under control by securing said animal by leash, lead, cord, rope, chain, bridle, crate, or cage.

Severe injury means any physical injury that results in a death, broken bone(s), multiple sutures, disfiguring lacerations, or which require surgery that were caused by an animal bite or bites.

Veterinary hospital means any establishment operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal, except dogs, that constitutes a physical threat to human beings or other animals.

Vicious dog means:

(1) A dog that without provocation has:

a. Inflicted injury on a human being.

b. Killed or inflicted severe injury upon a domestic animal or livestock, when not on the offending dog owner's real property;

c. Approached a human being when not on the offending dog owner's real property in a menacing and/or terrorizing manner and/or an apparent attitude of attack.

(2) A dog owned or harbored, primarily or in part, for the purpose of dog fighting, or other fighting or any dog trained for fighting; or

(3) A dog that has shown a propensity, tendency, or disposition to attack, unprovoked, a human being.

Notwithstanding the provisions of the foregoing definition of a vicious dog, no dog may be considered a vicious dog if:

(1) An injury or severe injury is sustained by a human being and at the time of such injury, the dog was being provoked.

(2) An injury or severe injury is sustained by a human being who at the time of such injury was committing a willful trespass, or other tort, upon the premises owned or leased by the owner of the dog.

(3) The dog was protecting a human being within the immediate vicinity of the dog from an unjustified attack.

(4) The dog is a police dog that was engaged in the performance of its duties at the time of the act.

Sec. 4-3. - Violations; penalties.

Unless another penalty is set forth herein for a specific violation in this chapter, any person who shall violate any provision of this animal control ordinance, or fail to comply with any of the requirements thereof, shall be guilty of a misdemeanor and any person found guilty of such violation shall, upon conviction, be fined for each violation not more than one thousand dollars ($1,000.00), or imprisoned for not more than three (3) months, or both, plus all court costs.

Sec. 4-4. - Appointment of animal control officer.

The city manager shall designate an individual or individuals to carry out the duties of an animal control officer as provided for in this article. The city manager may further assign the additional duties of animal control officer to any officer or employee of the city who is subject to the jurisdiction of the governing authority.

Sec. 4-5. - Enforcement.

(a) It shall be the duty of animal control officers and/or law enforcement officers to enforce the provisions of this chapter.

(b) It shall be a violation of this chapter for any person to interfere with or hinder an animal control officer and/or law enforcement officer in the performance of their duties, or to release or attempt to release any animal in said officers' custody.

(c) Animal control officers and/or law enforcement officers having probable cause to believe a person has violated this chapter may file a complaint or affidavit in municipal court or other court of competent jurisdiction against said person. Said officers may issue citations in the enforcement of this chapter to any person the officer(s) have probable cause to believe has violated this chapter, with the citation designating the offense(s) charged and requiring the person so charged to appear before such courts on a specified date to answer the charges contained therein.

Sec. 4-6. – General Responsibilities of Owner(s).

(a) The owner of every domesticated animal including, but not limited to, cats and dogs, shall;

(1) Comply with the standards set out next in this section and all other provisions of this chapter.

(2) Provide their animals with proper food, water, shelter and protection from the weather.

(3) Exercise proper care and control of their animal(s).

(4) Prevent animal(s) from becoming a public nuisance as defined in section 4-2,

(b) It shall be unlawful for animal pens or enclosures where animals are kept to be in an unclean, filthy, or unsanitary condition. All animal pens or enclosures and other places where dogs, cats or other animals are kept shall be cleaned daily by removal of all feces and offensive matter and by suitable cleansing and disinfecting as often as may be necessary. Reasonable efforts shall be made to keep yards, pens, premises, and animals free of insect infestation.

(c) Owner(s) shall remove any fecal matter deposited by such animals on public property, walks, streets, or private property of another.

(d) Food supplies shall be stored in rodent-proof containers. Food and water containers shall be kept clean, and litter and bedding materials shall be changed as often as necessary to prevent an odor nuisance.

(e) No owner of an animal shall abandon the animal or fail to provide appropriate veterinary treatment, if ill.

(f) No owner shall intentionally poison any animal, except vermin.

(g) No owner shall intentionally allow or promote any fight between animals, on his/her real property or on property under his/her possession or control.

(h) No owner shall leave an animal unattended inside a motor vehicle when such action is harmful or potentially harmful to such animal. If the owner of such vehicle is not available and cannot be found or refuses to prevent such harm or potential harm, an animal control officer or a police officer shall be authorized to remove such animal from the vehicle and to utilize any reasonable method to effect such removal.

(i) No one shall be allowed to bring a dog of any type within 150 feet of any parade route or other permitted public event regardless of whether or not the dog is leashed and muzzled. This restriction shall not apply to properly certified service animals, or dogs that are actually in the parade or featured in the public event, or dogs located on fenced real property immediately adjacent to parade routes, or the venue of the public event.

Sec. 4-7. – 4-10 Reserved.

ARTICLE II. Dogs, Cats and Other Animals

Sec. 4-11. - Inoculating dogs and cats for rabies.

Every person in the city who owns or has in his or her possession, any dog and/or cat of the age of three (3) months or over shall have and keep such dog and/or cat inoculated against rabies, pursuant to Title 41, Chapter 53, Section 1 of the Mississippi Code of 1972, as amended, and the rules and regulations promulgated by the Mississippi State Board of Health. All inoculations must be done by either a licensed veterinarian or other competent person granted a permit to administer a rabies vaccine by the state board of health, pursuant to Title 41, Chapter 53, Section 5 of the Mississippi Code of 1972, as amended**.** The Mississippi State Department of Health Regulations further requires that all dogs and cats shall be vaccinated against rabies at three months of age, re-vaccinated one year later and every three years thereafter, using a rabies vaccine approved as providing a 3-year immunity**.** A violation of section 4-11 of this chapter shall be punished in accordance with the penalties set out in Title 41, Chapter 53, Section 13 of the Mississippi Code of 1972, as amended.

Sec. 4-12. - Tags for dogs and cats.

Dog and cat owners shall ensure that their dog or cat carries identification at all times in the form of microchip, tag, or other means to allow easy determination of the owners. It is the duty of the owner of any dog or cat to require said dog and/or cat to wear at all times a metal tag that is stamped with the serial number of its rabies vaccination, and also stamped with the year in which the dog and/or cat was inoculated. A violation of this section shall be punished in accordance with the penalties set out in Title 41, Chapter 53, Section 13 of the Mississippi Code of 1972, as amended.

Sec. 4-13. - Confinement to premises.

(a) No animal shall be kept or confined in any place where food, water, shelter and protection from the weather are not sufficient for the good health of such animal. No animal shall be kept in such place or condition as to become a nuisance, because of noise, odor, filth, or contagion of disease.

(b) An owner of an animal shall confine said animal to his/her real property, unless said animal is under restraint or participating in a licensed performing animal exhibition. It shall further be the duty of all owners and custodians to keep such animals under control to prevent such animal from:

(1) Trespassing on another's property.
(2) Being a nuisance animal.
(3) Being a danger to persons.
(4) Being a danger to property.

(c) An owner of a vicious dog or vicious animal shall confine such animal in accordance with section 4-28 of this chapter.

(d) Every female dog or cat in heat shall be confined in such a manner as to prevent from coming in contact with a male dog or cat, respectively, except for intentional breeding purposes.

(e) Underground fences are not sufficient to contain unsupervised dogs in the area designated as the front yard. Property owners will maintain a clear path to the home's main entrance to accommodate deliveries and authorized workers.

(f) No person shall, at any time, fasten, chain, tether, or tie any dog or cause such dog to be fastened, chained, tethered, or tied to a stationary object while such dog is on the dog owner's property, on the property of the dog owner's landlord, or on the property of the person having possession, charge, custody, or control of such dog unless such restraint consists of a chain, leash, wire cable, or similar restraint attached to a swivel or pulley which shall be located as to keep the dog exclusively on the secured premises. Tieouts shall be so located as to keep the dog secure and shall not be able to become entangled with other objects, and shall be of sufficient length to allow free and full time access to water, food and shelter. Collars used to attach a dog to a tieout shall not be of a choke type. No tieout shall employ a restraint that is less than ten (10) feet in length.

(g) Failure to comply with the terms of this section of the article shall require the dog owner or the person having possession, charge, custody, or control of such dog to:

(1) Provide a fenced yard, of sufficient height to prevent the dog from escaping from the enclosure for the dog with adequate space for exercise of at least one hundred (100) square feet, or

(2) Provide an enclosure for such dog of at least one (1) square foot of area for every pound of body weight of the dog. Such enclosure shall be constructed of chain link or similar type material with all four (4) sides enclosed. The enclosure shall be of sufficient height to prevent the dog from escaping from the enclosure. A portion of the enclosure shall be covered with material sufficient to provide the dog with shade and protection from the weather.

Sec. 4-14 - Overcrowded, unsanitary conditions and offensive odors.

It shall be unlawful for any person to keep more than five dogs or five cats or an aggregate of five dogs and cats at a single location within the city, with the exception that kittens or puppies born to a cat or dog kept at any such location may be kept for not more than five months from birth. A request for more than five (5) dogs, over the age of six (6) months, must be approved by the City Council through the Conditional Use-Major process.

It shall be a violation of this chapter for any person to keep or harbor an animal in a manner that:

(a) Is overcrowded.

(b) Is unsanitary; and/or

(c) Produces offensive odors, which move off the owner's premises.

Sec. 4-15. - Running at large.

It shall be unlawful for any owner and/or custodian of any animal to allow such animal to run at large upon the streets, sidewalks, alleys, or other public property, or property of another. An animal running at large may be impounded in accordance with section 4-16 of this chapter.

Sec. 4-16. - Impoundment authorized.

(a) Impoundment for "at large" animals.

(1) Animals running at large may be pursued, caught and impounded by animal control officers and law enforcement officers. Said animals shall be held for a minimum of five (5) days, unless the animal is so diseased or seriously injured that it should be immediately and humanely destroyed, or unless the owner of the animal redeems the animal within the five (5) days by paying all fees that have accrued and receiving custody of the animal. Said fees are not in lieu of any fine or penalty provided by law.

(2) The fees for redemption of an impounded animal include:

a. Feeding per day: $8.00

Plus,

b. Impoundment fee:

1. First occurrence: $20.00
2. Second occurrence: $25.00
3. Third and any subsequent occurrences: $50.00

Fees subject to change as determined by Jackson County Animal Shelter

(3) Owners of dogs and cats redeemed from impoundment shall provide proof of rabies inoculation prior to release of the animal from impoundment. In the event proof of inoculation cannot be produced, the owner shall produce a receipt for prepayment of a rabies vaccination from a licensed veterinarian or person certified by the state board of health before said animal is released.

(4) If the owner does not redeem such animal within five (5) days, the animal shall be either put up for adoption or humanely destroyed. In the event the animal is adopted, the person who adopts the animal is then the legal owner of the animal.

(b) Impoundment for animal bite and impoundment of animals suspected or having rabies. If any animal has bitten a person, and/or is suspected of having been exposed to rabies and/or is suspected of having rabies by the county health officer or animal control officer, said animal shall be safely quarantined for a period of ten (10) days by the Jackson County Animal Shelter or with permission of the animal control officer or his/her designee, place said animal within a licensed veterinarian clinic or hospital in Jackson County, Mississippi, at the owner's expense. In the event the owner elects to destroy the animal, all costs for rabies tests shall be paid by the owner.

(c) Other impoundments. Any animal which is being kept or held in a manner that is in violation of the provisions of this chapter, other than those specified in this section, may be caught and impounded by animal control officers and/or law enforcement officers. These animals may be impounded in the same manner and conditions as set out in subsection (a) of this section, except that if the animals are not being kept in a humane manner, they are not to be returned to the owner unless said owner can provide satisfactory evidence to the animal control officer that the animals will be humanely kept.

Sec. 4-17. - Feral cats.

Feral cats may be managed under a city-approved volunteer or other sanctioned program that provides health checks and spay and neuter services for these animals at no cost to the City. Cats in such a colony may be ear tipped or micro chipped for identification purposes.

Sec.4-18. - Destruction of rabid animals.

In the event an animal is suffering from rabies or reasonably suspected of having rabies, and is allowed to run at large, such animal may be killed by any law enforcement officer or animal control officer without such officer being required to catch or impound such animal.

Sec. 4-19. - Cruel and inhumane treatment.

It shall be unlawful for any person to torture, torment, unjustifiably injure, deprive of necessary sustenance, food, or drink, or cruelly beat or needlessly mutilate any domesticated animal within the corporate limits of the city or to cause or permit same to be done.

Sec. 4-20. – 4-25 Reserved.

ARTICLE III. VICIOUS ANIMAL/DOG CONTROL

Sec. 4-26. – Short Title

This article shall be known and may be cited as the "Vicious Animal/Dog Control Ordinance."

Sec. 4-27. - Animal control officer's determination of vicious animals/dogs.

(a) The animal control officer shall make such investigations and inquiries as may be necessary to identify vicious animal(s) and vicious dog(s) within the animal control officer's jurisdiction.

(b) When an animal control officer classifies an animal or dog as a vicious animal or vicious dog, the animal control officer shall notify the animal's owner in writing by delivering a letter in person or by mail to the owner's last known address of such classification. Such notice shall be complete upon its delivery or mailing.

(1) Procedures for classification:

a. As applied to the owners of vicious animals or vicious dogs, the procedure as provided for in this article must be carried out as a necessary condition for the enforcement of the provisions of this article against such owners.

b. When a vicious animal or vicious dog is classified as such, the animal control officer shall notify the animal owners of such classification.

c. The notice to the owner shall make the following requirements:

1. The notice shall be in writing and delivered or mailed to the owner's last known address.

2. The notice shall include a summary of the animal control officer's findings that formed the basis for the animal's classification as a vicious animal or dog.

3. The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request a hearing of the animal control officer's determination that the animal is a vicious animal or vicious dog;

4. The notice shall state that the hearing, if requested, shall be held before and conducted by the municipal court.

5. The notice shall state that if a hearing is not requested, the animal control officer's determination that the animal is a vicious animal or vicious dog will become effective for all purposes under this article on the date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing;

6. The notice shall include a form to request a hearing before the municipal court.

(2). When it has been determined that an owner possesses a vicious animal or vicious dog, the animal control officer shall issue a certificate of registration to the owner when the animal control officer finds sufficient evidence of compliance with the duties prescribed for the owner within this article.

(3). An animal control officer is authorized to make whatever inquiry is deemed necessary to insure compliance with the provisions of this article.

(4). The police department shall cooperate with the animal control officer in enforcing the provisions of this article.

Sec. 4-28. - Keeping of vicious animals and vicious dogs.

(a) While on the owner's real property, a vicious animal or vicious dog shall be securely confined indoors or in a securely locked pen or structure situated behind the front building line of the primary residence, suitable to prevent the entry of children and designed to prevent the dog or other animal from escaping. Such enclosure

must assure the safety of the public as well as confinement of the dog or animal in a humane, sanitary, and healthful environment. The animal control officer, or his/her designee, after reviewing the circumstances associated with each situation and inspection, shall make a determination as to whether the enclosure meets the requirements. Minimum enclosure requirements shall include:

(1) At least one (1) square foot of area for every pound of body weight of the dog with a portion of the enclosure covered with material sufficient to provide the dog with shade and protection from the weather.

(2) A concrete base/floor or other material with similar durability and strength characteristics as compared to concrete,

(3) walls six (6) feet in height to be chain link or other material with similar durability and strength characteristics as compared to chain link, and a roof or "cap" to be chain link or other material with similar durability and strength characteristics as compared to chain link.

(4) The enclosure access point latch/locking mechanism shall be a minimum of five (5) feet above the enclosure base/floor similar to those requirements of pool enclosures as to prevent opening by a child.

(b) No owner of a vicious animal or vicious dog shall permit such animal or dog to go beyond the owner's real property unless such animal or dog is securely leashed and muzzled, with the muzzle being sufficient to prevent such dog or animal from biting human beings and animals, except that:

(1) A vicious dog shall not be required to be muzzled when being shown in a dog show sanctioned by a national kennel club; or

(2) A vicious animal or vicious dog shall not be required to be leashed and muzzled when securely caged or otherwise securely contained inside a commercial establishment in the business of boarding and/or medically treating animals or dogs.

(c) No vicious animal or vicious dog may be kept on a porch, patio, or in any part of a house or structure that would allow the animal or dog to exit such area on its own volition.

(d) When an animal or dog is reasonably determined to be vicious by the animal control officer or law enforcement officer, the dog may be destroyed providing each of the following requirements is met:

(1) The animal is at large.

(2) Attempts to peacefully capture and impound the animal have been made and proved unsuccessful; and

(3) The animal poses a serious and immediate threat of serious harm or injury to human life.

(e) Before filing a complaint/affidavit for a violation under this section in the municipal court, the animal control officer or his/her designee shall give written summons to appear in municipal court to the person suspected of a violation that

their animal or dog is deemed a vicious animal or dog and may be subject to the requirements of this section.

(f) Once the owner is notified that his/her animal or dog has been deemed vicious, the owner shall have forty-five (45) days from said ruling to comply with the confinement requirements for vicious animals and dogs under this chapter. During this forty-five-day period, the animal or dog should be confined in accordance with section 4-13(a) of this chapter.

(g) No vicious animal or dog may be owned, kept, possessed or harbored within the city without the owner or custodian of such animal first obtaining proof of registration from the city. An application for such registration shall include the name and address of the owner, the address at which the animal will be located or confined, a description of measures to be taken to secure the animal, a complete description of the animal, including type of animal, sex, color and other distinguishing marks, and, at the city's discretion, a photograph of the animal.

(1) Owners of vicious animals or vicious dogs are hereby required to maintain liability insurance, such as homeowner's or renter's insurance, that covers injuries inflicted by animals or dogs, as the case may be, in an amount of not less than one hundred thousand dollars ($100,000.00), and said policy shall require notification of cancellation of said policy to the Animal Control Officer, 3330 Highway 90, Gautier, Mississippi 39553. Proof of said liability insurance shall be provided to the animal control officer or his/her designee upon his/her request.

(2) Owners or custodians of vicious animals or dogs shall, upon the loss, death or transfer of such animals, report such fact to the animal control officer. A separate registration shall be issued for each vicious animal or dog. Upon the transfer of any vicious dog or animal, a statement shall be filed with the city stating the name and address of the person to whom the animal is sold or transferred and the address at which the vicious animal or dog is to be located, if known.

(3) The application for such registration must be signed and dated by the owner or custodian of the vicious animal or dog. The owner or custodian must sign a statement attesting to the fact that all provisions of this chapter have been and will be complied with in their entirety, and that the city shall be notified immediately of any attack or other violation of this chapter by vicious animal or dog in his possession or control.

(4) A one-time fifty-dollar ($50.00) fee per vicious animal or dog shall be required for the issuance of a registration. The fee amount may be adjusted from time to time by the City of Gautier Mayor and City Council.

(5) Any owner or custodian of a vicious animal or dog who fails to obtain a registration from the city shall be fined one hundred fifty dollars ($150.00) per vicious dog or animal. The owner or custodian shall have ten (10) days

from the date the city provides written notice of such failure to obtain a registration. Failure to obtain a registration with the ten-day time period shall subject the owner to an additional fine of one hundred fifty dollars ($150.00) per day for each unpermitted or unlicensed vicious animal or dog until such permit or license is obtained.

(6) Any registration issued pursuant to this section shall be revocable upon any noncompliance with any of the terms of this chapter by any person owning or in possession or control of any vicious animal or dog.

(h) The animal control officer shall keep for ten (10) years a record of all dogs or animals determined to be vicious.

(i) All owners of vicious animals or dogs shall within ten (10) days from the effective date of the ordinance from which this chapter was derived display in prominent, conspicuous places, legible signs no larger than one square foot, which can be easily read on all sides of their real property where the vicious animal or dog is kept, using such words as "Beware of Dog" or "Dangerous Animal" and in addition a similar sign shall be posted on the kennel, pen, or enclosure for such dog or animal.

(1) Signs shall be constructed and maintained in a manner to withstand the elements.

(2) The absence of any required signs shall be prima fascia evidence of a violation of this section.

(j) An animal control officer or law enforcement officer may enter the premises where a vicious dog is kept for the purpose of inspection of the premises to ascertain whether such complies with the provisions of this chapter. Such inspection shall be made only after reasonable notice to the occupant of the premises. If the owner shall refuse the inspection, the assistance of a court may be requested.

Sec. 4-29. - Confiscation of vicious animal/dog.

(a) An animal deemed to be a vicious animal/dog shall be immediately confiscated by the animal control officer or by a law enforcement officer and other person authorized by the animal control officer if:

(1) The owner of the animal does not secure the liability insurance or bond required by this article, or

(2) The animal is not validly registered as required by this article, or

(3) The animal is not maintained in a proper enclosure in violation of this article; or

(4) The animal is outside a proper enclosure in violation of this article.

(b) Any animal that has been confiscated under the provisions of this section shall be returned to its owner after a hearing on the matter is concluded by the municipal court judge or upon the owner's compliance with the provisions of this

article. In the event the owner has not complied with the provisions of this article within fifteen (15) days of the date the animal was confiscated, said animal will be destroyed in an expeditious and humane manner.

Sec. 4-30. - Offenses.

It shall be unlawful for an owner to have or possess within this city a vicious animal/dog without authority from the animal control officer issued in accordance with the provisions of this article.

Sec. 4-31. - Violations; penalties.

The owner of a vicious animal/dog who violates the applicable provisions of this article, or whose vicious animal/dog is subject to confiscation under this article, shall be guilty of a misdemeanor and fined two hundred and fifty dollars ($250.00) for a first offense. In addition to any confinement that might be imposed for a conviction under this subsection, for the second conviction a fine of not less than five hundred dollars ($500.00) shall be imposed, and for a third or subsequent conviction, a fine of not less than seven hundred and fifty dollars ($750.00) shall be imposed.

Sec. 4-32. – 4-35 Reserved.

ARTICLE IV. LIVESTOCK and FOWL

Sec. 4-36. - Livestock and fowl only kept for pets or personal use.

The keeping of livestock and fowl is hereby restricted to their use only as pets or for personal use of the family residing on the premises, and the keeping of livestock or fowl for commercial purposes is hereby declared unlawful.

Sec. 4-37. - Keeping of livestock.

Livestock shall only be allowed to be kept on any property in the city under the following conditions:

(1) *Required area.* No large livestock shall be kept on any property having less than twenty thousand (20,000) square feet (excluding living area

and family dwelling), and one such animal shall be allowed for each additional five thousand (5,000) square feet.

(2) *Livestock to be fenced.* All large livestock shall be properly fenced to prohibit their running at large.

(3) *Proximity to opening of dwelling.* No large livestock shall be kept in such a manner to allow their being closer than thirty-five (35) feet from the nearest door, window, or other opening of a neighbor's dwelling.

(4) *Livestock to be kept in safe and sanitary environment.* All large livestock shall be kept in a safe and sanitary environment that is not detrimental to the health and well-being of said livestock.

(5) *Prohibition of nuisances to neighborhood.* All large livestock shall be kept in such a manner to prohibit the creation of a nuisance as to the abutting or adjoining property owner or the general neighborhood in which they are kept. Said nuisances shall include, but not be limited to noise, odor, attraction of or breeding grounds for flies, mosquitoes, and other insects.

Sec. 4-38. - Keeping of small livestock.

Small livestock is defined as rabbits, chinchillas, and other small caged animals and shall only be allowed to be kept on any property in the city under the following conditions:

(1) *Required area.* No small livestock shall be kept on any property having less than seven thousand (7,000) square feet. Closed sheds or garages (as for raising chinchillas) are not restricted except as pertains to zoning ordinance.

(2) *Small livestock to be caged.* All small livestock shall be properly caged to prohibit their running at large.

(3) *Proximity to opening of dwelling.* No small livestock in outside cages shall be kept in such a manner to allow their being closer than thirty-five (35) feet from the nearest door, window, or other opening of a neighbor's dwelling.

Sec. 4-39. - Keeping of fowl.

Fowl shall only be allowed to be kept on any property in the city under the following conditions:

(1) *Required area.* No fowl shall be allowed on any premises of less than twenty thousand (20,000) square feet, and ten (10) fowl shall be allowed to be kept on premises of twenty thousand (20,000) square feet.

(2) *Fowl to be fenced.* Fowl must be kept in a coop or run enclosure at all times. Coops and runs must be completely enclosed with wire, aviary

netting or solid roofing and shall be impermeable to predators. Any structure used to keep fowl must be maintained to avoid causing a blight to neighboring properties or depreciation of property values. It shall be unlawful for any person to permit fowl to run at large on the streets, sidewalks or any other public place.

(3) *Proximity to opening of dwelling.* No fowl shall be kept in such a manner so as to allow their being closer than thirty-five (35) feet from the nearest door, window, or other opening of a neighbor's dwelling.

(4) Fowl to be kept in safe and sanitary environment. All fowl shall be kept in a safe and sanitary environment that is not detrimental to the health and well-being of said fowl.

(5) *Prohibition of nuisances to neighborhood.* All fowl shall be kept in such a manner so as to prohibit the creation of a nuisance as to the abutting or adjoining property owner or the immediate neighborhood in which they are kept. Said nuisances shall include, but not be limited to noise, odor, attraction of or breeding grounds for flies, mosquitoes and other insects.

Sec. 4-40. - Variances allowed on space requirements.

(a) *Amount of variance.* Variances may be allowed on space requirements provided, however, that a variance not to exceed twenty (20) percent of the square footage requirements of this article, as above set out in section 4-37(1) and section 4-39(1) may be allowed on petition properly presented to the Gautier Planning Commission and approved by the planning commission and the mayor and city council of the city upon just cause or reason being shown as to why said variance should be granted.

(b) *How variance obtained.* A petition for variance as set out in the preceding paragraph should be accompanied by an affidavit from the petitioner, giving the names and addresses of the adjoining property owners, within five hundred (500) feet which should be presented to the planning commission of the city together with the filing fee as established by said planning commission, and notice thereof and hearing thereon shall be conducted insofar as practical along the same lines as a request for rezoning.

Sec. 4-41. - Permit required.

All persons desiring to keep livestock or fowl in the city shall first apply to the city clerk's office. Provided, however, that all owners of livestock or fowl at this time are hereby granted one hundred twenty (120) days after the effective date of this article to apply for said permit.

Sec. 4-42. - Violations; penalties.

The owner of livestock or fowl who violates the applicable provisions of this article is subject to revocation of their permit to keep livestock or fowl. In addition they shall be guilty of a misdemeanor and any person found guilty of such violation shall, upon conviction, be fined for each violation not more than one thousand dollars ($1,000.00), or imprisoned for not more than three (3) months, or both, plus all court costs.

Sec. 4-43 – 4-45 Reserved

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

ORDER NUMBER 076-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into an Agreement with Brown, Mitchell & Alexander, Inc. to perform planning and related services for the I-10 /Hwy 57 Area Study.

IT IS FURTHER ORDERED that approval is contingent upon MDOT review and approval.

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 Jones** and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Chandra Nicholson, Economic Development and Planning Director

Date: March 27, 2014

Subject: Professional Services Agreement for Planning and Related Services-Brown, Mitchell & Alexander, Inc. for the I-10/Hwy. 57 Area Study

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REQUEST:
The Economic Development & Planning Department requests authorization to enter into an Agreement with Brown, Mitchell & Alexander, Inc. to perform planning and related services for the I-10/Hwy. 57 Area Study. The study will not exceed $80,000 and grant funding/local match will be an 80/20 split.

BACKGROUND:
The Gulf Regional Planning Commission (GRPC) agreed to perform a planning study for the City of Gautier for the I-10/Hwy. 57 Area. On March 25, 2014, the GRPC decided to allow the City to perform the study with funding administered by the GRPC. On March 26, 2014, MDOT Consultant Services Division authorized the City to proceed with getting City Council approval of the Consulting Contract contingent on MDOT review and approval.

RECOMMENDATION:
City staff recommends that City Council authorize entering into a professional services agreement with Brown, Mitchell & Alexander, Inc. for planning and related services as outlined above, contingent on MDOT review and approval.

The City Council may:

1. Authorize entering into a professional services agreement with Brown, Mitchell & Alexander, Inc., contingent on MDOT review and approval; or

2. Disapprove entering into the professional services agreement presented.

ATTACHMENT(S):
Brown, Mitchell & Alexander Professional Services Agreement

ENGINEERING STUDY CONTRACT

City of Gautier I-10 / Highway 57 (North-East) Master Plan
Jackson County, Mississippi

THIS CONTRACT, is made and entered into by and between the ***City of Gautier, Mississippi***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Brown, Mitchell & Alexander Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is **521 34th Street, Gulfport, MS 39507,** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm to provide preliminary engineering for Master Planning Services of transportation corridors for the area: North of Interstate 10; East of Highway 57; West of the Sandhill Crane Refuge; and South of the City Limits of Gautier, Jackson County, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to provide the Planning Services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed Planning project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **June 30, 2016,** CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, ~~and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications,~~ and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in ~~designs, plans, drawings, specifications, or~~ the services provided by the CONSULTANT for this CONTRACT.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

~~In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT~~.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT"s compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties,

damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

> *The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.*

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Jackson County, Mississippi,*** and all questions including, but not limited to, questions of interpretation, ~~construction~~ and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Jackson County***, ***State of Mississippi***. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

City of Gautier
Samantha D. Abell
City Manager
3330 Highway 90
Gautier, MS 39553

(228) 497-8000 (office)
(228) 238-2691 (cell)
Email: sabell@gautier-ms.gov

For Technical Matters:

City of Gautier
Ms. Chandra Nicholson, P.E.
Director of Economic Development & Planning
3330 Highway 90
Gautier, MS 39553

(228) 497-1878 (office)
(228) 228-806-1285 (cell)
cnicholson@gautier-ms.gov

CONSULTANT:

For Contractual Matters:

Brown, Mitchell & Alexander, Inc.
Dax Alexander, P.E.
Principal
521 34th Street
Gulfport, MS 39507

(228) 864-7612
(228) 864-7676 Fax

email: dax@bmaengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #14208

For Technical Matters:

Brown, Mitchell & Alexander, Inc.
Benjamin Smith, P.E.
Project Engineer
521 34th Street
Gulfport, MS 39507

228) 864-7612
(228) 864-7676 Fax

email: ben@bmaengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E #18333

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____ , 2014.

CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI

BY:_____

Samantha D. Abell, City Manager

WITNESS this my signature in execution hereof, this the ____ day of _____, 2014.

BROWN, MITCHELL & ALEXANDER, INC.

BY:_____

Dax Alexander, P.E., President

ATTEST:_____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. Exhibit Drawing
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

BROWN, MITCHELL, & ALEXANDER, INC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Dax B. Alexander, P.E., is President of Brown, Mitchell & Alexander, Inc. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: _____

TITLE: _____

DATE: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2014, within my jurisdiction, the within named Dax B. Alexander, P.E., who acknowledged that he is President of Brown, Mitchell & Alexander, Inc., a Mississippi corporation, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

_____
Notary Public

My Commission Expires:

_____

Printed Name of Notary:

_____

EXHIBIT 1-B

EVIDENCE OF AUTHORITY

CITY OF GAUTIER
JACKSON COUNTY, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Samantha D. Abell, is the City Manager of the City of Gautier, Jackson County, Mississippi. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

_____
Date

_____
Samantha D. Abell, City Manager
City of Pascagoula, MS

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2014, within my jurisdiction, the within named Samantha D. Abell, who acknowledged that she is the City Manager of the City of Gautier, Jackson County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

_____
Notary Public

My Commission Expires:

_____

Printed Name of Notary:

_____

EXHIBIT 2

Scope of Work

I-10 / HIGHWAY 57 (NORTH-EAST) MASTER PLAN
GAUTIER, MISSISSIPPI

GENERAL DESCRIPTION:

The Engineering Planning Services Contract is for review and analysis of existing North – East Quadrant of the intersection of Interstate 10 and Highway 57 to determine what improvements could be made to provide a catalyst for economic development.

GENERAL REQUIREMENTS OF THE STUDY CONTRACT FOR THIS PROJECT INCLUDE:

Provide Planning Services to recommend possible roadway improvements to the North-East Quadrant of Interstate 10 and Highway 57 in Gautier, Mississippi. Planning Services to include existing roadway conditions and possible future roadway conditions; recommendations and opinion of costs for proposed improvements; exhibits for various proposed roadway improvements; boundary survey, wetlands delineation, and public meeting coordination and support.

SERVICES TO BE PROVIDED BY THE CONSULTANT:

Services to be provided include professional civil engineering services necessary for Planning Services for the intersections of Interstate 10 and Highway 57 in Gautier, MS., including all necessary exhibits, and budget worksheets. Deliverables include: opinions of probable costs, renderings, and study / report.

SCOPE OF WORK:

The Scope of Work shall be as follows:

PHASE A: ENGINEERING PLANNING STUDY

Part 1	COLLECT AND ANALYZE EXISTING ROADWAY CONDITIONS
Part 2	MASTER WETLANDS DELINEATIONS
Part 3	DEVELOP CONCEPT ALIGNMENTS OF FUTURE LOCAL TRANSPORTATION NETWORK
Part 4	PRIORITIZE FUTURE ROADWAY CONSTRUCTION
Part 5	TOPOGRAPHIC AND BOUNDARY SURVEYS
Part 6	DEVELOP DRAINAGE MASTER PLAN
Part 7	DEVELOP CONCEPTUAL DESIGN FOR TOP PRIORITY ROADWAY SEGMENTS
Part 8	PREPARE OPINIONS OF PROBABLE COSTS
Part 9	PREPARE REPORT OUTLINING PROPOSED IMPROVEMENTS

Specific work for each Part of PHASE A is presented below. References in the document to LPA shall mean the City of Gautier. FHWA shall mean the Mississippi Division of the Federal Highway Administration. MDOT shall mean the Mississippi Department of Transportation.

SPECIFIC WORK REQUIREMENTS FOR PHASE A - ENGINEERING PLANNING STUDY

After the Notice to Proceed has been issued, the CONSULTANT shall begin the Planning Study. The following specific requirements are for this phase:

Part 1 Collect and Analyze Existing Public Infrastructure Conditions:
Develop an inventory of existing public improvements including roads/streets, rights-of-way, and water and sewer facilities in the Project area.

Part 2 Master Wetlands Delineations:
Provide Wetlands Delineations as needed for future local roadway network layout and conceptual designs.

Part 3 Develop Concept Alignments of Future Local Transportation Network
Develop alignment of proposed roadways and non-motorized paths including typical cross sections.

Part 4 Prioritize Future Roadway Construction
Once the future local roadway network is finalized, break future roadways down into future project segments. List the segments in order of priority of construction for future funding availability.

Part 5 Topographic and Boundary Surveys
Provide topographic and boundary surveys as needed for future local roadway network layout and conceptual designs.

Part 6 Develop Drainage Master Plan
Develop plan for management of stormwater improvements to support proposed transportation network improvements and proposed development tracts.

Part 7 Develop Conceptual Design for Top Priority Roadway Segments
Develop conceptual designs for the top priority roadway segments to determine ROW acquisition requirements, environmental permitting requirements, and detailed anticipated construction costs.

Part 8 Prepare Opinions of Probable Costs:
Develop opinions of probable costs based on preliminary plans for proposed improvements.

Part 9 Prepare Report Outlining Proposed Improvements:
Prepare a report depicting proposed improvements, opinions of probable costs, and other information pertinent to the Study.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at **187.20** % **(**FCCM: **0.23 %**) of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be **$ 7,881.06** , which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **$ 79,991.96** (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant	Total
$65,675.52	**$784.00**	**$ 7,881.06**	**$ 52.60**	**$5,598.79**	**$79,991.96**

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4

SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	$	$	$
* PAYROLL ADDITIVE (less FCCM)	$	$	$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	$	$	$
PAYROLL ADDITIVE w/ FCCM only	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$
AMOUNT DUE THIS INVOICE:	**$**	**$**	**$**

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.0	0.00	0.00	0.00
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 2014.

BROWN, MITCHELL & ALEXANDER, INC.

BY: _____
Dax Alexander, P.E., President

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 2014

LPA: CITY OF GAUTIER
JACKSON COUNTY, MS

_____

Samantha D. Abell, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program***** operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

170798
EEV***** Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
Authorized Officer or Agent Date

Dax Alexander, P.E. President, Brown, Mitchell & Alexander, Inc.
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 2014.

_____
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

COST BREAKDOWN

GAUTIER PLANNING SERVICES
INTERSTATE 10 @ HIGHWAY 57
GAUTIER, MISSISSIPPI

PHASE A - ENGINEERING STUDY

BROWN, MITCHELL & ALEXANDER, INC.:

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
PRINCIPAL ENGINEER	20	44.71	$894.20
PROJECT ENGINEER IV	136	38.46	$5,230.56
PROJECT ENGINEER III	80	34.62	$2,769.60
PROJECT ENGINEER I	60	28.85	$1,731.00
CADD MANAGER	54	25.96	$1,401.84
CADD TECHNICIAN II	112	24.50	$2,744.00
REG LAND SURVEYOR	48	30.24	$1,451.52
3-MAN SURVEY CREW	80	46.92	$3,753.60
SURVEY CREW CHIEF	8	16.40	$131.20
ADMINISTRATIVE	120	23.00	$2,760.00
SALARY COSTS			$22,867.52
OVERHEAD @ 187.20%	(2012 Audited Rate)		$42,808.00
TOTAL LABOR			$65,675.52
12% FIXED FEE			$7,881.06
FCCM @ 0.23%			$52.60
SUBTOTAL			$73,609.17

DIRECT COSTS:

Mileage	400 miles @ .51	$204.00	
Communications	0 mins @ .20	$0.00	
Repro/printing	2000 copies @ .20	$400.00	
Postage/Overnight	5 UPS @ $20	$100.00	
Field Supplies		$80.00	
TOTAL - DIRECT COSTS			**$784.00**

TOTAL FEE - BROWN, MITCHELL &ALEXANDER, INC. **$74,393.17**

SUBCONSULTANTS:
BMI Environmental Services, LLC

TOTAL - SUBCONSULTANTS **$5,598.79**

TOTAL FEE - PHASE A (ENGINEERING STUDY) **$79,991.96**

COST BREAKDOWN

GAUTIER PLANNING SERVICES
INTERSTATE 10 @ HIGHWAY 57
GAUTIER, MISSISSIPPI
SUBCONSULTANT: BMI ENVIRONMENTAL SERVICES, LLC

PHASE A - WETLANDS DELINEATION FOR ENGINEERING STUDY

BMI ENVIRONMENTAL SERVICES, LLC

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
SR ENVIRONMENTAL SCIENTIST	40	60.00	$2,400.00
ENVIRONMENTAL SCIENTIST	20	21.20	$424.00

SALARY COSTS			$2,824.00
OVERHEAD @ 75%	(2012 Audited Rate)		$2,118.00
TOTAL LABOR			$4,942.00
12% FIXED FEE			$593.04
FCCM @ 0.00%			$0.00
SUBTOTAL			$5,535.04

DIRECT COSTS:

Mileage	125 miles @ .51	$63.75
Communications	0mins @ .20	$0.00
Repro/printing	0 copies @ .20	$0.00
Postage/Overnight	0 UPS @ $20	$0.00
Field Supplies		$0.00

TOTAL - DIRECT COSTS	**$63.75**

TOTAL FEE - BMI ENVIRONMENATL SERVICES, LLC	**$5,598.79**

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

ORDER NUMBER 077-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise for pre-event debris removal services and debris removal monitoring services to be prepared in the event of a hurricane or other disaster.

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 Guillotte** and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Chandra Nicholson, Economic Development and Planning Director

Date: March 24, 2014

Subject: Authorization for Pre-Event Bid Advertisements for Debris Removal and Debris Removal Monitoring Services

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REQUEST:
The Economic Development & Planning Department requests authorization to advertise for pre-event debris removal services and debris removal monitoring services to be prepared in the event of a hurricane or other disaster.

BACKGROUND:
In an effort to be prepared for future disasters, the Economic Development and Planning Department recommends advertising for a contractor to perform disaster-related debris removal and a separate management firm to perform debris removal monitoring. According to FEMA, a pre-event contract allows time for a deliberate procurement process and gives cities flexibility in mobilizing the appropriate resources in anticipation of an event. Work assignments will not be issued unless there is a declared disaster.

DISCUSSION:
The Economic Development and Planning Department requests authorization to advertise for proposals for debris removal services based on lowest price and proposals for debris removal monitoring services based on management firm qualifications. Monitoring of debris removal operations achieves two objectives: 1) verifies the work completed by the debris removal contractor is within the contract scope of work, and 2) provides the required documentation for grant reimbursement.

RECOMMENDATION:
City staff recommends that City Council authorize pre-event bid advertisement for debris removal and debris removal monitoring as described above.

The City Council may:

1. authorize advertising for pre-event debris removal and debris removal monitoring services as presented; or
2. disapprove advertising for pre-event debris removal and debris removal monitoring services.

ATTACHMENT(S):
N/A

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

ORDER NUMBER 078-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the five individuals nominated by the Gautier Historic Preservation Commission for appointment to a Steering Committee for the Gautier Colored School Rehabilitation Project is hereby approved.

Bill Bray
Leonard Fuller
Raymond Brown
Mary Elsie Hubley
Gaynell Atkinson

IT IS FURTHER ORDERED that the Mayor and Members of the Council will appoint seven (7) additional members to the Steering Committee by the end of the month.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants and Projects Manager

Through: Chandra Nicholson, Director of Economic Development and Planning

Date: March 25, 2014

Subject: Historic Preservation Commission Nominations for the Gautier Colored School Rehabilitation Project Steering Committee

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REQUEST:
The Gautier Historic Preservation Commission has nominated five individuals for possible appointment to a Steering Committee for the Gautier Colored School Rehabilitation Project.

BACKGROUND:
The Gautier Colored School building (also known as the West Pascagoula Colored School) was originally built in 1921 by patrons of the school as a one-room schoolhouse for Gautier's African-American children and was used as a school until 1946. Later, the building was used as a community center and voting place. The building was designated as a *Mississippi Landmark* by the Mississippi Department of Archives and History (MDAH) on October 19, 2012 and was listed as one of the Ten Most Endangered Historic Places in Mississippi for 2013. MDAH has awarded the City $80,000 in Community Heritage Preservation Grant funding for the first phase of a project which will focus on stabilizing the foundation and adding a new roof. Ultimately the structure will be re-purposed as a Welcome Center/Visitors' Center with an exhibit of a one-room school house. All grant applicants must provide cash matching funds (private, local or federal) in an amount not less than 20% of the total project (or $20,000). The Gautier City Council plans to appoint a Steering Committee to assist with the planning, vision, and fundraising activities for this project.

DISCUSSION:
At their March 13, 2014 meeting, the Historic Preservation Commission nominated five individuals to serve on the Gautier Colored School Project Steering Committee. These nominations for City Council approval include:

Bill Bray, Leonard Fuller, Raymond Brown, Mary Elsie Hubley, and Gaynell Atkinson

RECOMMENDATION:
The Economic Development and Planning Department recommends that City Council appoint the five individuals nominated by the Historic Preservation Commission to serve on the Gautier Colored School Project Steering Committee along with other positions to be filled by City Council.

City Council may:

1. approve the appointments of the five individuals nominated by the Historic Preservation Commission for the Steering Committee; or
2. disapprove one or more of the nominations.

ATTACHMENT(S):
Historic Preservation Commission Nomination Request Letter
Email Response from Bill Bray, Chair

Mayor
Gordon T. Gollott

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

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

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

March 18, 2014

Bill Bray, President
Gautier Historic Preservation Commission
3330 Highway 90
Gautier, MS 39553

RE: Gautier Colored School
Steering Committee Nominations

Dear Bill:

The City is very excited about our recent grant award from the Mississippi Department of Archives and History (MDAH) for a Community Heritage Preservation Grant for the former Gautier Colored School. The rehabilitation of the old schoolhouse has been one of the Historic Preservation Commission's goals for many years, and we are thrilled that progress can now be made. The City's approved grant application included the stabilization and repair of this dilapidated structure as the first step in the City's plan to rehabilitate the building and re-purpose it as a Welcome/Visitor's Center and as an exhibit of a one-room school for African-American children from the 1920's to the mid-1940's. The grant award for Phase I of this rehabilitation project is $80,000 and requires a local cash match of $20,000.

The City Council would like the Commission's assistance with nominating five (5) members for the school rehabilitation project Steering Committee. The City Council will be responsible for approving nominations and filling all remaining positions on the committee. The Steering Committee will assist the City Council with the planning, vision, and fundraising activities for the project.

Please let me know as soon as possible about potential candidates for the Steering Committee. Thank you to everyone on the Commission for your dedication to the preservation of the City's historic resources. You are truly making Gautier a better place!

Sincerely,

Chandra Nicholson
Director, Economic Development & Planning

From: william bray
To: phuffman@gautier-ms.gov
Cc: Leonard Fuller; Mary Elsie Hubley; Gaynell Atkinson; Raymond Brown
Subject: Re: nominations for the Colored School Project Steering Committee
Date: Monday, March 24, 2014 2:21:43 PM

Patty, this is to confirm that Leonard Fuller, Ray Brown, Mary Elsie Hubley, Gaynell Atkinson, all members of the Gautier Historic Preservation Commission, and myself would like to serve on the Colored School Rehabilitation Project Steering Committee.
Bill Bray, Pres
Gautier Historic Preservation Commission

From: Patty Huffman <phuffman@gautier-ms.gov>
To: wgbray@bellsouth.net
Sent: Monday, March 24, 2014 8:01 AM
Subject: nominations for the Colored School Project Steering Committee

Hi Bill,
Could you send me back an email confirming that the Historic Preservation Committee had five volunteers who would like to serve on the Colored School Rehabilitation Project Steering Committee? We would like to send these names to City Council for approval. The five volunteers were:

Bill Bray
Leonard Fuller
Ray Brown
Mary Elsie Hubley
Gaynell Atkinson

Thanks for your help with this.
Patty

Patty Huffman
Grants & Projects Manager

City of Gautier, MS
3330 Highway 90
Gautier, MS 39553

(C) 228.219.8016
e-mail: phuffman@gautier-ms.gov
web-site: www.gautier-ms.gov

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

ORDER NUMBER 079-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to fund the Grounds Maintenance Operator position, eliminate the GIS/Floodplain Manager position and create four (4) part-time Park Attendant positions is hereby approved.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Jason Pugh, Human Resources Director

Date: 03/26/14

Subject: Request to Fund the Grounds and Maintenance Operator position, eliminate the GIS/Floodplain Manager position and create four (4) part-time Park Attendant positions.

REQUEST:

Park Attendants

The Human Resources Department on behalf of the Economic Development & Planning Department requests that the Gautier City Council approve the creation of four (4) part-time Park Attendant positions for Shepard State Park.

The provision for these positions was an FY2014 budgeted expense.

Grounds and Maintenance Operator

The City Manager recommends defunding the Parks Supervisor position which is vacant as of March 31. The Recreation Coordinator will assume all duties and responsibilities. The budgeted salary will fund the Grounds and Maintenance Operator Position created on 02/04/14, for a savings of approximately $15,000 annually.

GIS Analyst/Floodplain Manager

The City Manager recommends eliminating this position effective April 4th, 2014. The duties of the Floodplain Manager will be delegated within the department. Geographic Information Systems have been assumed by Clearwater Solutions, Inc.

DISCUSSION:

Staff is requesting that the City Council consider the creation of four (4) part-time Park Attendants that will be responsible for all duties at the park office. These employees will work shifts which will enable us to man the office from 8:00 am – 5:00 pm seven (7) days a week. These employees will answer directly to the Cultural Services Manager and will be responsible for all office duties which include registering campers, booking reservations, collecting park fees, disseminating information to guests, and general housekeeping duties.

Manning the park full time will allow guests to be better served and will allow Cultural Services staff to focus on other duties aimed at moving the division forward.

Other Planning Department changes are necessary to improve efficiency and adjust to budget constraints.

FINANCIAL IMPACT:

Shepard State Park is self funding. The rate of pay for the Park Attendants will be $7.25 per hour. At this rate of pay, the city will incur a cost of $22,830.08 annually to man the park eight

(8) hours per day, seven (7) days per week. The park is operated solely from funds received and the Comptroller feels that the park can sustain this annual cost at this time.

The funding for the Grounds and Maintenance Operator position will come from the vacant Parks Supervisor position which is a budgeted expense for FY2014 with a revenue savings of approximately $15,000.

The elimination of the GIS Analyst/Floodplain Manager represents a savings of approximately $45,000 plus benefits annually.

RECOMMENDATION:

Mississippi Code Annotated 21-9-45 establishes that the City Council may authorize positions upon recommendation of the City Manager. The City Manager recommends approval of the new job description and positions as well as the change in funding as described.

City Council may:

1) Fund the Ground and Maintenance Operator position, eliminate the GIS/Floodplain Manager position and also create four (4) part-time Park Attendant positions to be funded from park revenue; or
2) Accept the City Manager's recommendation with changes; or
3) Reject the City Manager's budget and staff recommendations

ATTACHMENT(S):

Job Description/Park Attendant
Revised Schedule of Authorized Positions
Revised Organizational Chart

PARK ATTENDANT
(Part-time)

Department:	Economic Development / Planning Department	**Pay Grade:**	$7.25 per hour
Reports To:	Cultural Services Manager	**Exempt (Y/N):**	N
Competitive (Y/N):	N/A		

SUMMARY:

This is mainly clerical work in the operation of a park office under the supervision of the Cultural Services Manager. The incumbent must make camping reservations, collect park fees, explain rules and regulations to park visitors pertaining to park use, points of interest and park facilities in addition to some housekeeping duties. This position requires dealing directly with the general public, employees in this position must be capable of exercising tact and maintaining good public relations with park users under all circumstances.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.)

- Registers vehicles and persons coming into or through the park gate.
- Greets visitors, gives information pertaining to facilities available in Shepard State Park, such as: trails, weather conditions, fire conditions, camping and fishing areas, safety practices, and other park features in order to provide advice and other information when requested.
- Explains park rules and policies to visitors and reports problems to the appropriate authorities.
- Collects fees for the use of the park facilities from the public via telephone or in person.
- Records money collected and prepares reports to verify money received.
- Checks in campers and other visitors and ensures reservations are booked properly.
- Stocks shelves in the office with park brochures and other supplies as applicable.
- Performs general housekeeping duties in the park office.
- Performs other duties as assigned by the Cultural Services Manager.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS:

(Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.)

- Ability to communicate effectively in English both orally and in writing.
- Ability to handle cash transactions, issue receipts and balance deposits.
- Ability to meet and deal with people tactfully and courteously.
- Ability to recognize emergencies and report them properly.
- Knowledge of basic clerical procedures, such as collecting fees, booking reservations, record-keeping and customer service.
- Ability to post entries from supporting documents to ledgers, journals and computer files; and make mathematical computations rapidly and accurately.
- Ability to communicate effectively orally, in person and/or by telephone.
- Basic knowledge of computer operations.
- Must be able to come to work promptly and regularly.
- Must maintain a valid Mississippi driver's license.

SUPERVISORY RESPONSIBILITIES: This position has no supervisory responsibilities.

City Manager _____ Date _____

PARK ATTENDANT
(Part-time)

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. Some jobs may require an employee to be exposed to outside weather conditions, wet and/or humid conditions.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, and crouch. Specific vision abilities include close, distance, color, and peripheral vision, and depth perception.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

Graduation from high school or equivalent.

REQUIRED LICENSES AND CERTIFICATES:

Must maintain a valid Mississippi driver's license.

CITY OF GAUTIER
FY 2014
SCHEDULE OF AUTHORIZED POSITIONS
(Underline New/Strike-Thru ~~Old~~)

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL					
City Judge	N/A	N/A		1	
Total Funded				**1**	
Total Non-Funded					
EXECUTIVE DEPT					
City Manager	N/A	N/A	1		
Executive Assistant	2080	10	1		
Total Funded			**2**		
Total Non-Funded					
FINANCE DEPT					
Comptroller	2080	21	1		
Finance Support Specialist	2080	11	1		
Accounting Generalist	2080	10	1		
Total Funded			**3**		
Total Non-Funded					
HUMAN RESOURCES DEPT					
Director	2080	21	1		
HR Generalist	2080	10	1		
Multi-Craft Maintenance Worker	2080	10	1		
Custodian	2080	6	1		
Fleet Maintenance					
Mechanic II	2080	11	1		
Mechanic I	2080	10	1		
Total Funded			**6**		
Total Non-Funded					
CITY CLERK DEPT					
City Clerk	2080	21	1		
DCC / Executive Assistant	2080	11	1		
Purchasing Agent	2080	10	1		
Administrative Clerk	2080	8	1		
Court Division					
Court Clerk II	2080	10	1		
Deputy Court Clerk	2080	8	1		
Total Funded			**6**		
Total Non-Funded					

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
POLICE DEPT					
Police Chief	2080	22	1		
Executive Assistant	2080	9	1		
CID					
Detective Captain	2080	15	1		
Detective Lieutenant	2080	14	1		
Detective Sergeant	2080	13/14	1		
Detective	2080	11/13	3		
FBI Task Force Officer	2080	13	1		
Narcotics Officer	2080	11	1		
Crime Prevention Officer	2080	11	1		
Records Clerk II	2080	8	1		
Patrol					
Patrol Captain	2080	15	1		
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer **	2184	9/10	14		
Dispatcher / TAC Officer	2080	10	1		
Dispatcher	2184	7	7		
Traffic/Admin					
Traffic/Admin Captain	2080	15	1		
K9 Officer	2080	13	1		
Traffic Sergeant	2184	10S	1		
Traffic Officer	2184	10	4		
School Guards	N/A	N/A		4	
Patrol Officer	N/A	N/A			21
Total Funded			**50**	**4**	**21**
Total Non-Funded					

** probationary officer 9
certified officer 10

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
FIRE DEPT					
Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshal	2080	15	1		
Executive Assistant	2080	9	1		
Fire Captains	2496	10	3		
Fire Lieutenant	2496	9	6		
Firefighters ***	2496	9/10	24		
P/T Firefighters ****	N/A	N/A		3	
Total Funded			**36**	3	
Total Non-Funded					

*** Probationary Firefighter 9
Firefighter 10
**** PT Firefighters ($10.00/hr)

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
ECONOMIC DEV DEPT					
Director	2080	22	1		
City Planner	2080	13	1		
Administrative Clerk	2080	8	1		
Building & Zoning					
Building & Zoning Administrator	2080	13	1		
~~GIS Analyst/Draftsman~~	~~2080~~	~~11~~	~~1~~		
Neighborhood Services					
Grants and Projects Manager	2080	13	1		
Neighborhood Improv. Coord.	2080	10	unfunded		
Code Enforcement Officer	2080	10	1		
Animal Control/ Code Enforcement Officer	2080	9	1		
Cultural Services					
Cultural Services Manager	2080	14	1		
Recreation Coordinator	2080	11	1		
Parks Supervisor	2080	11	unfunded		
Administrative Bookkeeper	2080	10	1		
Grounds and Maintenance Oper.	2080	8	~~1~~ 2		
~~Grounds and Maintenance Oper.~~	~~2080~~	~~8~~	~~unfunded~~		
Park Attendant *****	N/A	N/A		4	
Total Funded			~~13~~ 12	4	
Total Non-Funded			2		

***** PT Park Attendant ($7.25 per hour)

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
PUBLIC WORKS DEPT					
Utility Services					
Division Manager	2080	14	1		
Total Funded			1		
Total Non-Funded					

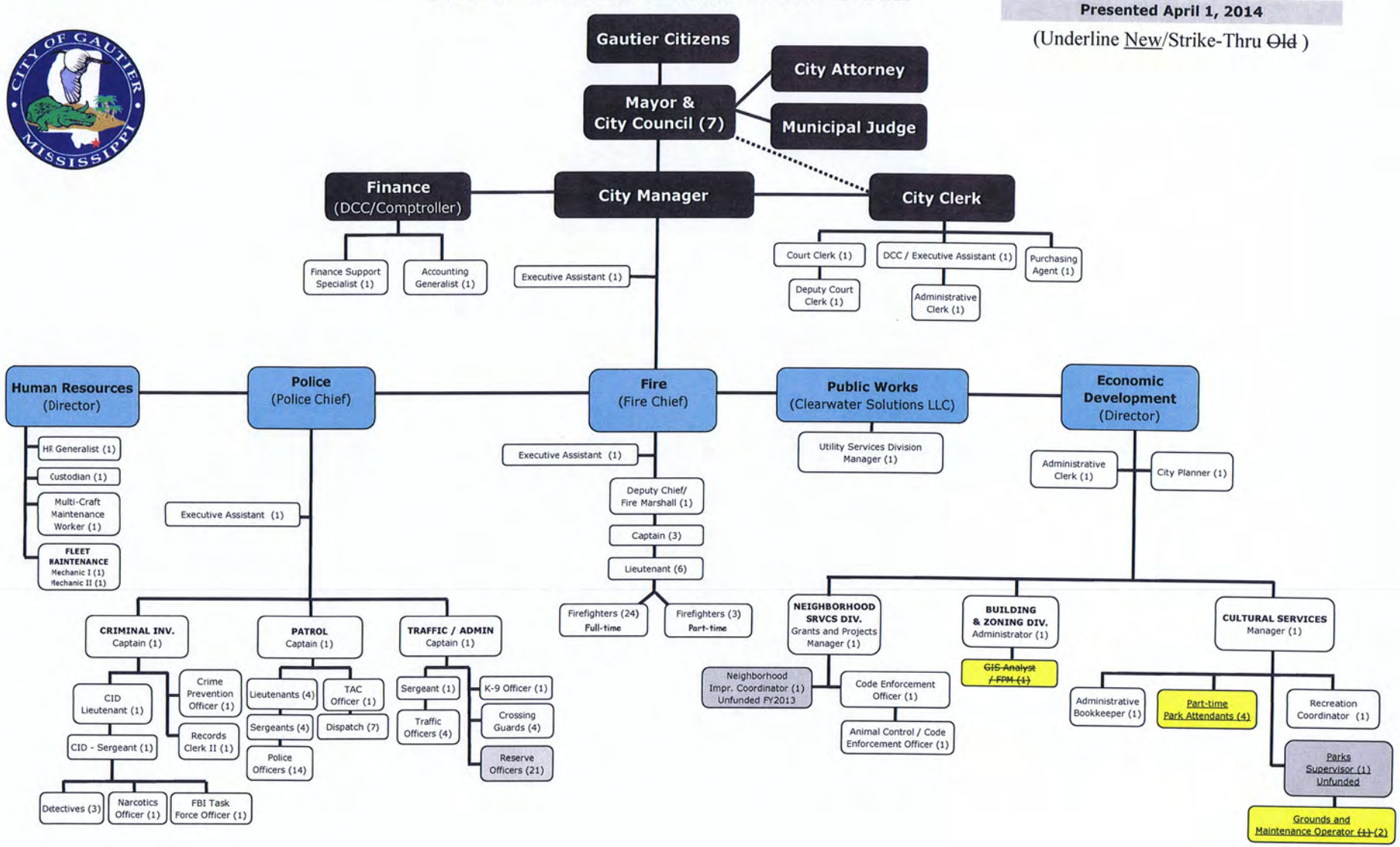
Summary of Authorized Positions	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
Judicial Dept: Funded		1	
Executive Dept: Funded	2		
Finance Dept: Funded	3		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	6		
Police Dept: Funded	50	4	21
Non-Funded			
Fire Dept: Funded	36	3	
Econ Dev Dept: Funded	~~13~~ 12	4	
Public Works Dept: Funded	1		
Non-Funded	2		
Total	~~117~~ 116	~~8~~ 12	21
Total Non Funded	2		

CITY OF GAUTIER ORGANIZATION CHART

FY 2013 - 2014

Presented April 1, 2014

(Underline New/Strike-Thru ~~Old~~)



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

ORDER NUMBER 080-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise for the Ion Exchange Water Treatment Plant.

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: March 25th, 2014

Subject: Authorization to Advertise for the Ion Exchange Water Treatment Plant

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REQUEST:
The Purchasing Division requests City Council authorization to advertise for the Ion Exchange Water Treatment Plant.

BACKGROUND:
The City of Gautier's ion exchange filtration system will be the first water filtration system in the State of Mississippi to utilize the cutting-edge technology of ion exchange. The goals of Gautier's water filtration project are to remove the brownish tint in the water pulled from some of the city wells, with comparative low capital costs and low operations and maintenance cost. Upon study, research, national site visits and several pilots, Gautier's team of professionals determined that ion exchange offers the same clarity as reverse osmosis, with significantly reduced annual operations and maintenance costs.

The City Council adopted its Clear Water Plan January 2, 2014. The plan established three phases for a comprehensive water filtration system. The attached request for proposals allows for the construction of the first phase, given existing water demand and capacity. The first phase will construct a 1 million gallon per day (MGD) Ion Exchange Facility at the Public Works site on Gautier-Vancleave Road. The pipe system will tie four wells to the filtration system, and distribute the filtered water through the rest of the City's water system. These wells represent those with the most significant brownish tint. They are: the town commons well, Beasley well, Honduras well and Gautier-Vancleave well.

It is the professional opinion of Goodwyn Mills and Cawood Engineering that phase one may likely clarify water for all potable water users in Gautier because the filtered water will circulate through water storage tanks and throughout the system. The City currently pumps an average 1.6 MGD.

The City's public works service provider, Clearwater Solutions Inc., will install the pipe connecting the wells related to the filtration system and provide the labor to do so at no additional cost to the city. The RFP will bid out the remainder of the project.

The breakdown of cost is as follows:
$2,630,000 + $280,000 Professional Fees = $2,910,000 (estimated annual payment $205,000)
$205,000 subtracting $134,000 from annual savings realized by refinancing municipal water/sewer bonds in 2012 = $69,000/annual budgeted.

There will be no additional costs to users for this filtration project.

Below is a summary project timeline:

- September 2011. Goodwyn Mills Cawood presented to Council a desktop analysis of various treatment options, capital costs and O&M costs.

- November 2011. Based on low capital cost and O&M costs, pilot studies began using Granular Activated Carbon and Ion Exchange.
- November 2011. Gautier contracted with Goodwyn Mills & Cawood Engineering (GMC) for professional services on filtration project.
- June 2012. Final scope of work and cost estimates completed by GMC.
- January 2013. Gautier adopted Clear Water Plan and contracted with GMC for design of Ion Exchange filtration system.
- March 2013. The Council authorized the City Manager and Government Consultant, Inc. to proceed with a three million ($3,000,000) bond from Mississippi Development Bank for the purpose of a clear water filtration system.
- June 2013. Design complete and permits submitted.
- March 2014. Received approval from Jackson County Utility Authority and proceeded with request for proposals.
- April 2014. Council approves advertisement for bids for the construction of the filtration plant
- Publish in a general circulation newspaper April 9th and April 23rd
- May 19th open bids.
- May 27th Preconstruction meeting.
- Construction timeline estimated through June 1, 2015

RECOMMENDATION:
City staff recommends that City Council authorization to advertise for the Ion Exchange Water Treatment Plant.

The City Council may:

1. Authorization to Advertise.
2. Disapprove to Advertise.

ATTACHMENT(S):
Advertisement for Bids

ADVERTISEMENT FOR BIDS

Sealed bids for the ION EXCHANGE WATER TREATMENT PLANT will be received by the City of Gautier until __:00 A.M./P.M., _____, _____, 2014 at City Hall located at 3330 Hwy. 90, Gautier, Mississippi 39553 and at said time bids will be publicly opened and read aloud.

The project generally consists of a 1MGD treatment facility for color removal using ion exchange, including piping, electrical, mechanical, etc., and related appurtenances. The raw water lines connecting the wells to the proposed treatment facility will be handled under a separate contract.

The CONTRACT DOCUMENTS AND PLANS may be examined at the office of the Purchasing Agent, Gautier City Hall in Gautier, MS, at the office of Goodwyn, Mills and Cawood, Inc. in Montgomery, AL, at the AGC/ISQFT Plan Room in Montgomery, AL, in the *McGraw-Hill Construction Network,* and in the *Mississippi Procurement Technical Assistance Program.*

Copies of the CONTRACT DOCUMENTS AND PLANS may be obtained at the office of Goodwyn, Mills and Cawood, Inc, 2660 EastChase Lane, Suite 200, Montgomery, AL 36117 upon payment of $150.00 (check only) for each set, which is non-refundable. No plans and specifications will be issued to Contractors within twenty-four (24) hours of the time indicated above for receiving bids. Also, no partial sets, individual pages or drawing sheets will be provided.

The City of Gautier, Mississippi reserves the right to reject any and all bids and to waive any informalities in the bidding.

Each bid must be accompanied by Cash, a Bid bond, an Irrevocable Letter of Credit acceptable to the City of Gautier, or a Certified Check in an amount equal to at least five percent (5%) of the Bid, payable to the City of Gautier, Mississippi, as bid security. The successful bidder shall be required to furnish a Performance and a Payment Bond each in the amount of 100% of the Bid.

All bidders shall submit, upon request, a list of projects "successfully completed" in the last 2 years, having the same scope of work and approximate construction cost as specified in this project.

No bidder may withdraw his bid within 90 days after the opening thereof.

All bids shall be submitted on the bid proposal form included in the Contract Documents furnished by the Engineer. All bids must be submitted in an envelope bearing on the outside the name of the Bidder, address, Certificate of Responsibility number and name of the project. Envelopes containing bids must be addressed as follows, and delivered to ***Ms. Cindy Steen, Purchasing Agent, City of Gautier, 3330 Hwy. 90, Gautier, MS 39553: "*****BID FOR ION EXCHANGE WATER TREATMENT PLANT".**

Published by order of the City of Gautier, Mississippi

Cindy Steen, Purchasing Agent
City of Gautier

PROOF OF PUBLICATION:

Publication Dates: _____, 2014
_____, 2014

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

ORDER NUMBER 081-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims to Merchants & Marine Bank for the Town Green Loan Payment in the amount of $1,000,000.00 with interest payment in the amount $2,704.18 is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

Docket of Claims
Claims paid from 03/20/2014 thru 03/20/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
014	MERCHANTS & MARINE BANK	141334	03/20/2014	03/20/2014	3	36478	762,704.18	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
014-201-705	LOAN PMT: TOWN GREEN	313192	03/20/2014		760,000.00
014-201-829	INTEREST: TOWN GREEN	313193	03/20/2014		2,704.18

FUND TOTAL 14 Claims 3 to 3 Checks 1 Total 762,704.18 Manual Held Total 762,704.18

Docket of Claims
Claims paid from 03/20/2014 thru 03/20/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	MERCHANTS & MARINE BANK	141335	03/20/2014	03/20/2014	3	36479	240,000.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
171-021-705	LOAN PMT:TOWN GREEN	313192	03/20/2014		240,000.00

FUND TOTAL 171 Claims 3 to 3 Checks 1 Total 240,000.00 Manual Held Total 240,000.00

Docket of Claims
Claims paid from 03/20/2014 thru 03/20/2014

SUMMARY OF ALL FUNDS

FUND 14	Claims	3	to	3	Checks	1	Total	762,704.18	Manual	Held	Total	762,704.18
FUND 171	Claims	3	to	3	Checks	1	Total	240,000.00	Manual	Held	Total	240,000.00
Total for all Funds					Checks	2	Total	1,002,704.18	Manual	Held	Total	1,002,704.18

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

ORDER NUMBER 082-2014

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

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	141317	04/01/2014	03/17/2014			27.29	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 / IGNITION COIL:#09			9928	02/24/2014			27.29
001	SBM REPORTING, LLC	141318	04/01/2014	03/17/2014			175.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 / 03/06/14 PLANNING MTG			MK215	03/14/2014			175.00
001	AIRGAS USA, LLC	141320	04/01/2014	03/17/2014			173.28	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 / CYLINDER RENTAL			9917187779	02/28/2014			173.28
001	DPS CRIME LAB	141321	04/01/2014	03/17/2014			150.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / ANALYTICAL FEES			71114CL091	03/06/2014			150.00
001	DELTA COMPUTER SYSTEMS INC	141322	04/01/2014	03/17/2014			330.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / ACCTG SOFTWARE MAINT			MN102594	03/15/2014			230.00
	001-092-698 / VOTER REG SOFTWARE MAINT			MN102594	03/15/2014			20.00
	001-092-698 / PRIV LIC SOFTWARE MAINT			MN102595	03/15/2014			80.00
001	AT&T	141339	04/01/2014	03/24/2014			52.10	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284977070	03/14/2014			52.10
001	AT&T	141340	04/01/2014	03/24/2014			2,968.47	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	03/14/2014			2,968.47
001	AT&T	141343	04/01/2014	03/24/2014			69.04	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284972172	03/14/2014			69.04
001	ANTHONY MALIS	141347	04/01/2014	03/25/2014			336.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-681 / PER DIEM: NACA ACADEMY			04062014	02/06/2014			336.00
001	VENEICE BARNETT	141348	04/01/2014	03/25/2014			123.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-681 / PER DIEM:HRCP CLASS			04212014	03/20/2014			123.00
001	DRURY INN & SUITES	141350	04/01/2014	03/25/2014			166.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-681 / V BARNETT 4/21-23/14			51182869	03/20/2014			166.00
001	HOLIDAY INN OPRYLAND-ARPT	141351	04/01/2014	03/25/2014			571.45	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-681 / A MALIS 04/6-11/2014			60671848	02/14/2014			571.45

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JOE BELLES	141352	04/01/2014	03/25/2014			355.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-682	MACE ANNUAL DUES	03012014	02/12/2014		25.00
001-090-681	MACE CONFERENCE FEES	03202014	02/12/2014		25.00
001-090-681	PER DIEM REIMB	03222014	03/24/2014		70.15
001-090-681	HOTEL REIMB 03/20-21/14	03222014	03/24/2014		235.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ROBERT JONES,CUSTODIAN	141353	04/01/2014	03/25/2014			110.63	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	WIPERBLADES S48	12122013	03/25/2014		21.48
001-092-510	HOOVER VACUUM BAGS	12292013	03/25/2014		2.95
001-161-682	NATL EMT REG:MOONEY	02132014	03/25/2014		15.00
001-161-682	STATE EMT REG:MCGARVEY	02252014	03/25/2014		35.85
001-161-682	NATL EMT REG:BROWN	03142014	03/25/2014		15.00
001-161-682	NATL EMT REG:HARRIS	03202014	03/25/2014		15.00
001-161-559	FLATWARE,BANDAIDS	03202014	03/25/2014		5.35

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	141356	04/01/2014	03/25/2014			582.89	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-605	POLICE CELL PHONES	0032680896	03/11/2014		582.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FIRST INSURANCE FUNDING CORP	141357	04/01/2014	03/25/2014			16,377.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	APR 2014 LIABILITY	04302014	04/12/2014		16,377.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST COMMUNICATIONS & SECURITY	141358	04/01/2014	03/25/2014			432.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	BACOT PARK: 11/13-11/14	1066	11/27/2013		235.50
001-170-698	CITY PARK: 12/13-12/14	1094	03/11/2014		196.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	141360	04/01/2014	03/25/2014			3,724.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-525	UNL FUEL	NP40746911	03/17/2014		62.38
001-100-525	UNL FUEL	NP40746911	03/17/2014		2,947.11
001-161-525	UNL & DSL FUEL	NP40746911	03/17/2014		304.96
001-170-525	UNL & DSL FUEL	NP40746911	03/17/2014		221.26
001-205-525	UNL FUEL	NP40746911	03/17/2014		188.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	141363	04/01/2014	03/25/2014			4,389.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP40798528	03/24/2014		250.01
001-092-525	UNL FUEL	NP40798528	03/24/2014		52.21
001-100-525	UNL FUEL	NP40798528	03/24/2014		3,147.09
001-161-525	UNL & DSL FUEL	NP40798528	03/24/2014		591.85
001-170-525	UNL & DSL FUEL	NP40798528	03/24/2014		242.64
001-205-525	UNL FUEL	NP40798528	03/24/2014		105.79

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	141366	04/01/2014	03/25/2014			479.19	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002	03132014	03/24/2014		213.32
001-161-631	MARTIN BLUFF FD 58380001	03142014	03/25/2014		207.99
001-201-629	SIGNAL LIGHTS 17546	03142014	03/25/2014		34.38
001-092-631	CITY LIMIT SIGN 17546	03142014	03/25/2014		23.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICE'S INC	141368	04/01/2014	03/26/2014			410.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	GHS TRAFFIC SIGNAL MAINT	0772	03/26/2014		410.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO.	141374	04/01/2014	03/26/2014			386.10	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	BROWN TOWEL (3)	41020	03/19/2014	140529	71.85
001-170-559	JUMBO TISSUE (30	41020	03/19/2014	140529	88.50
001-170-559	JUMBO TISSUE DISPENSER (3)	41020	03/19/2014	140529	90.30
001-170-559	BROWN MULTI FOLD	41020	03/19/2014	140529	19.95
001-170-559	HS TISSUE 410010 (3)	41020	03/19/2014	140529	115.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY, INC.	141375	04/01/2014	03/26/2014			7,590.77	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	SS NAVY SHIRT (3)	511563	03/11/2014	140254	126.00
001-100-535	LS NAVY SHIRT (7)	511563	03/11/2014	140254	311.50
001-100-535	NAVY PANTS W/BLUE (6)	511563	03/11/2014	140254	249.00
001-100-535	POLICE RAID JACKET (2)	511563	03/11/2014	140254	39.80
001-100-535	MERIDIAN JACKET NAVY (2)	511563	03/11/2014	140254	245.82
001-100-535	EMBROIDER FRONT	511563	03/11/2014	140254	10.00
001-100-535	EMBROIDER BACK	511563	03/11/2014	140254	15.00
001-100-535	ID PANELS	511563	03/11/2014	140254	30.54
001-100-535	SEW ON PATCHES	511563	03/11/2014	140254	16.08
001-100-535	NAVY BRAID	511563	03/11/2014	140254	24.00
001-100-535	LT BLUE BRAID	511563	03/11/2014	140254	18.00
001-100-535	LS NAVY BLOUSE (2)	511562	03/11/2014	140285	89.00
001-100-535	SS NAVY BLOUSE (3)	511562	03/11/2014	140285	126.00
001-100-535	LS WHITE SHIRT (3)	511562	03/11/2014	140285	144.54
001-100-535	LS NAVY SHIRT (9)	511562	03/11/2014	140285	400.50
001-100-535	SS NAVY SHIRT (31)	511562	03/11/2014	140285	1,302.00
001-100-535	SS WHITE SHIRT (7)	511562	03/11/2014	140285	301.63
001-100-535	NAVY PANTS W/GOLD (18)	511562	03/11/2014	140285	747.00
001-100-535	NAVY PANTS W/BLUE (42)	511562	03/11/2014	140285	1,743.00
001-100-535	NAVY MERIDIAN JACKET (2)	511562	03/11/2014	140285	245.82
001-100-535	RAID JACKET (3)	511562	03/11/2014	140285	59.70
001-100-535	LS NAVY SHIRT (2)	511562	03/11/2014	140285	97.90
001-100-535	SS NAVY SHIRT (11)	511562	03/11/2014	140285	508.20
001-100-535	SS NAVY SHIRT (3)	511562	03/11/2014	140285	151.20
001-100-535	ID PANELS	511562	03/11/2014	140285	30.54
001-100-535	SEW ON PATCHES	511562	03/11/2014	140285	100.50
001-100-535	NAVY BRAID	511562	03/11/2014	140285	240.00
001-100-535	GOLD BRAID	511562	03/11/2014	140285	54.00
001-100-535	LT BLUE BRAID	511562	03/11/2014	140285	126.00

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY, INC.	141375	04/01/2014	03/26/2014			7,590.77	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	EMBROIDER FRONT		511562	03/11/2014	140285		15.00
	001-100-535	EMBROIDER BACK		511562	03/11/2014	140285		22.50
001	GULF COAST BUSINESS SUPPLY CO.	141376	04/01/2014	03/26/2014			358.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	HEWCD971AN INK CART (2)		84157	03/14/2014	140519		39.98
	001-161-500	HEWC8766WN INK CART (2)		84157	03/14/2014	140519		56.00
	001-161-500	HEWC9348FN INK CART (2)		84157	03/14/2014	140519		130.00
	001-161-500	HEWQ2612A INK CART		84157	03/14/2014	140519		72.50
	001-161-500	8511WH CASE PAPER (2)		84157	03/14/2014	140519		59.78
001	LAWRENCE PRINTING COMPANY, INC.	141377	04/01/2014	03/26/2014			341.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	REAM MINUTE BOOK PAPER (4)		71639	03/17/2014	140341		328.00
	001-040-500	SHIPPING		71639	03/17/2014	140341		13.86
001	M & E FEED & SEED	141378	04/01/2014	03/26/2014			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	FIELD MARKER		4868	03/17/2014	140506		125.00
001	STAPLES CREDIT PLAN	141379	04/01/2014	03/26/2014			366.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	24X36 DRY ERASE BOARD (2)		2567	02/18/2014	140409		63.98
	001-100-500	HP BLACK TONER (2)		2567	02/18/2014	140409		183.98
	001-100-500	DRY ERASE MARKERS		2567	02/18/2014	140409		15.49
	001-100-500	OOPS CORRECTION TAPE		2567	02/18/2014	140409		3.00
	001-100-500	CANON PRINTER CARTRIDGES (7)		4715	03/12/2014	140518		99.93
001	BAUDVILLE, INC	141380	04/01/2014	03/26/2014			32.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	PLANNING COMMISSION PLAQUE		2672706	03/11/2014	140516		32.45
001	SUN COAST/CLAY'S	141381	04/01/2014	03/26/2014			24.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	IVRPC301 FAX CARTRIDGE		1044979-0	03/14/2014	140520		19.96
	001-161-500	SAN60040 ONYX PENS		1044979-0	03/14/2014	140520		4.86
001	K&R SERVICES, INC.	141383	04/01/2014	03/26/2014			368.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	SERVICE GENERATOR:CENTRAL		32418	03/19/2014	140490		120.00
	001-161-639	SERVICE GENERATOR:NORTH		32381	03/19/2014	140490		128.12
	001-161-639	SERVICE GENERATOR:SOUTH		32419	03/19/2014	140490		120.00
001	SECURE NETWORKS LLC	141384	04/01/2014	03/26/2014			550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	1 TB HARDRIVE-PD SERVER		2015	03/12/2014	140514		550.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	141385	04/01/2014	03/26/2014			238.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	THANK YOU CARDS		3225478528	03/14/2014	140325		29.54
	001-040-500	SMALL PAPER CLIPS		3225023487	03/07/2014	140508		1.56

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	141385	04/01/2014	03/26/2014			238.77	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-500 TAPE DISPENSOR			3225023487	03/07/2014	140508	3.50	
	001-040-500 STAPLES (5)			3225023487	03/07/2014	140508	4.30	
	001-010-559 CC364A BLACK TONER			3225023487	03/07/2014	140508	149.33	
	001-040-500 LEGAL PAPER			3225396327	03/12/2014	140515	50.54	
001	THE FEED SACK, INC	141386	04/01/2014	03/26/2014			90.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-639 WHOLE CORN 50 LB			625865	03/19/2014	140531	90.00	
001	CUPIT SIGNS INC	141387	04/01/2014	03/26/2014			155.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 24X18 DS SIGNS (BASEBALL)			9930	03/24/2014	140530	155.88	
001	TRI-STAR	141388	04/01/2014	03/26/2014			948.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-561 ABATEMENT: 3824 KENDALE			03252014	03/17/2014	140521	948.32	
001	THE GULF COMPANIES INC	141389	04/01/2014	03/26/2014			155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-689 CAN LINERS (3)			576	03/11/2014	140517	105.00	
	001-090-689 NITRI COR GLOVES (5)			576	03/11/2014	140517	50.00	
001	BOY SCOUTS OF AMERICA	141390	04/01/2014	03/26/2014			472.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-682 POST 0555 EXPLORER RENEWAL			0555	03/19/2014	140445	472.00	
001	ECONOMY BOOTS SALES & SERVICE	141391	04/01/2014	03/26/2014			600.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 WORK BOOTS: JONES,R			34427	02/12/2014	140391	100.00	
	001-161-535 WORK BOOTS: FORTNEY,T			34412	02/11/2014	140391	100.00	
	001-161-535 WORK BOOTS: HILL, J			34416	02/11/2014	140391	100.00	
	001-161-535 WORK BOOTS: RAYBURN,B			34438	02/14/2014	140391	100.00	
	001-161-535 WORK BOOTS: LATCH, J			34417	02/14/2014	140391	100.00	
	001-161-535 WORK BOOTS: HURT, J			33974	03/03/2014	140391	100.00	
001	AUDIOWAVE INC	141392	04/01/2014	03/26/2014			1,145.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-639 INSTALL CAMERA/RADAR (4)			A39755	03/11/2014	140370	1,145.00	
001	STEINER SAW & MOWER	141393	04/01/2014	03/26/2014			264.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 2 DAY RENTAL: TRENCHER			1357	03/24/2014	140428	121.00	
	001-170-634 2 DAY RENTAL: SOD CUTTER			1357	03/24/2014	140428	143.00	

FUND TOTAL 1 Claims to Checks 40 Total 46,215.82 Manual Held Total 46,215.82

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	141332	04/01/2014	03/20/2014			10,961.80	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	MAR 2014	03/20/2014		10,961.80

FUND TOTAL 172 Claims to Checks 1 Total 10,961.80 Manual Held Total 10,961.80

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	141338	04/01/2014	03/24/2014			123.98	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 MONTHLY SERVICE 2284972244 03/14/2014							123.98
176	AT&T	141342	04/01/2014	03/24/2014			185.09	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 MONTHLY SERVICE 2284970676 03/14/2014							75.09
	176-170-605 MAR 2014 DSL 2284970676 03/14/2014							110.00
176	AD2 INC	141354	04/01/2014	03/25/2014			140.00	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 HOST FEE MAR 2014 2388 03/14/2014							25.00
	176-170-699 SHOPPING CART MAR 2014 2388 03/14/2014							115.00
176	RIVIERA FINANCE OF TEXAS INC	141355	04/01/2014	03/25/2014			100.45	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-639 FLAT REPAIR:NH BACKHOE 65396 03/14/2014							100.45
176	SECURE NETWORKS LLC	141359	04/01/2014	03/25/2014			340.00	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 FIREWALL MAINT RENEWAL 2025 03/17/2014							340.00
176	FUELMAN OF MS	141361	04/01/2014	03/25/2014			68.36	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP40746911 03/17/2014							68.36
176	FUELMAN OF MS	141364	04/01/2014	03/25/2014			171.49	_____
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP40798528 03/24/2014							171.49

FUND TOTAL 176 Claims to Checks 7 Total 1,129.37 Manual Held Total 1,129.37

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DELTA COMPUTER SYSTEMS INC	141323	04/01/2014	03/17/2014			290.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 UTILITY SOFTWARE MAINT MN102596 03/15/2014							240.00
	400-650-698 WORK ORDER SOFTWARE MAINT MN102596 03/15/2014							50.00
400	BAY ICE	141333	04/01/2014	03/19/2014			47.40	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-559 REFILL ICE 60 @ .79 511637 03/03/2014							47.40
400	AT&T	141337	04/01/2014	03/20/2014			56.80	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICE 2284972276 03/06/2014							56.80
400	AT&T	141341	04/01/2014	03/24/2014			58.19	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICE 2284974594 03/14/2014							58.19
400	AT&T	141344	04/01/2014	03/25/2014			60.94	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICE 2284975234 03/14/2014							60.94
400	2012 GUD BONDS DEBT SERVICE	141345	04/01/2014	03/25/2014			116,316.67	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-680-816 APR 2014 PRN PMT 04012014 03/31/2014							104,166.67
	400-680-817 APR 2014 INT PMT 04012014 03/31/2014							12,150.00
400	ARISTA INFORMATION SYSTEMS INC	141346	04/01/2014	03/25/2014			4,918.90	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 FEB 2014 STATEMENTS 16589 03/20/2014							1,418.90
	400-650-698 FEB 2014 POSTAGE 1425201403 03/19/2014							3,500.00
400	CABLE ONE	141349	04/01/2014	03/26/2014			65.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 APR 2014:23421-132488-01-08 03272014 03/20/2014							65.10
400	FUELMAN OF MS	141362	04/01/2014	03/25/2014			60.77	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-525 UNL FUEL NP40746911 03/17/2014							60.77
400	FUELMAN OF MS	141365	04/01/2014	03/25/2014			62.73	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-525 UNL FUEL NP40798528 03/24/2014							62.73
400	SINGING RIVER E.P.A.	141367	04/01/2014	03/25/2014			942.16	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STATIONS 20649 03132014 03/24/2014							848.37
	400-651-631 LIFT STATIONS 28779 03132014 03/24/2014							93.79

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	141373	04/01/2014	03/26/2014			5,099.30	_____

Account Number	Description		Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS	17881	03142014	03/25/2014		2,700.80
400-651-631	WATER WELLS	17881	03142014	03/25/2014		2,297.29
400-651-631	LIFT STNS	89627001	03142014	03/25/2014		77.71
400-651-631	LIFT STNS	89702001	03142014	03/25/2014		23.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST CHLORINATOR & PUMP CO., INC.	141362	04/01/2014	03/26/2014			2,800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	HYDRO 502 CHLORINATION SYS	60598	03/18/2014	140455	2,800.00

FUND TOTAL 400 Claims to Checks 13 Total 130,778.96 Manual Held Total 130,778.96

Docket of Claims
Release date from 04/01/2014 thru 04/01/2014

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	40	Total	46,215.82	Manual	Held	Total 46,215.82
FUND 172	Claims	to	Checks	1	Total	10,961.80	Manual	Held	Total 10,961.80
FUND 176	Claims	to	Checks	7	Total	1,129.37	Manual	Held	Total 1,129.37
FUND 400	Claims	to	Checks	13	Total	130,778.96	Manual	Held	Total 130,778.96
Total for all Funds			Checks	61	Total	189,085.95	Manual	Held	Total 189,085.95

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

RESOLUTION NUMBER 010-2014

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO ENACT LOCAL & PRIVATE LEGISLATION DESIGNATING A SEGMENT OF HIGHWAY 90 AS THE "SCOTT E. PRUITT HIGHWAY"

WHEREAS, Scott E. Pruitt, (b. Jan 02, 1974. d. April 28, 2012) was a Graduate of Pascagoula High School in 1992. He is survived by Fiancée Trisha Anderson-Lane, and two daughters Jennifer and Jordyn Pruitt;

WHEREAS, He joined the United States Marine Corp in 1993 and graduated in 2012 from American Military University in Anchorage, Alaska, with a BA Criminal Justice;

WHEREAS, On April 28, 2012 MSGT Pruitt and three other Marines and Afghan Policeman were in one of four trucks making a routine military patrol run through "Zaranj", a town in Afghanistan's Nimruz Province, when suddenly there was an explosion . MSGT Pruitt was hit in the neck and legs with shrapnel and was killed;

WHEREAS, MSGT Pruitt was a few weeks shy of his 19th anniversary in the United States Marine Corps in 2012. During his enlistment as a Financial MGT Resource Analyst, he served in Okinawa, Japan; Keflavik, Iceland; Marine Corps Air Station Beaufort, South Carolina; Camp Johnson, North Carolina; and training and Education Command, Quantico, Va.;

WHEREAS, MSGT Pruitt would have returned to the States in February, 2013 and would have retire after 20 years served, on June 23, 2013. MSGT Pruitt was buried Tuesday, May 8, 2012; Arlington National Cemetery, Washington, D.C.;

WHERAS, The City of Gautier and the Citizens therein, wishes to commemorate the life of this honorable man by naming a portion of Highway 90, in Jackson County as the **"SCOTT E. PRUITT HIGHWAY"**;

BE IT THEREFORE RESOLVED that the Mayor and Members of the Council of the City of Gautier, Mississippi, does hereby ratify Resolution Number 007-2013 adopted February 19, 2013 to designate a segment of Highway 90 as the **" SCOTT E. PRUITT HIGHWAY"**;

BE IT THEREFORE, RESOLVED that the City of Gautier hereby request that the Legislature enact local and private legislation, a copy of which is attached hereto, designating a segment of Mississippi Highway 90 as the **"SCOTT E. PRUITT HIGHWAY".**

BE IT KNOWN THAT the motion to approve the foregoing resolution was made by **Councilman Guillotte**, and was seconded by **Councilwoman Martin**, and the following vote was recorded:

Mayor	**Gordon Gollott**	**Yes**
Councilwoman at Large	**Mary Martin**	**Yes**
Councilman Ward 1	**Johnny Jones**	**Yes**
Councilman Ward 2	**Hurley Ray Guillotte**	**Yes**
Councilman Ward 3	**Casey Vaughan**	**Yes**
Councilman Ward 4	**Rusty Anderson**	**Yes**
Councilman Ward 5	**Adam Colledge**	**Yes**

RESOLVED, this the 1st day of April, 2014.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

COPY

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

RESOLUTION NUMBER 007-2013

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO ENACT LOCAL & PRIVATE LEGISLATION DESIGNATING A SEGMENT OF HIGHWAY 90 AS THE "SCOTT E. PRUITT HIGHWAY"

WHEREAS, Scott E. Pruitt, (b. Jan 02, 1974. d. April 28, 2012) was a Graduate of Pascagoula High School in 1992. He is survived by Fiancée Trisha Anderson-Lane, and two daughters Jennifer and Jordyn Pruitt;

WHEREAS, He joined the United States Marine Corp in 1993 and graduated in 2012 from American Military University in Anchorage, Alaska, with a BA Criminal Justice;

WHEREAS, On April 28, 2012 MSGT Pruitt and three other Marines and Afghan Policeman were in one of four trucks making a routine military patrol run through "Zaranj", a town in Afghanistan's Nimruz Province, when suddenly there was an explosion . MSGT Pruitt was hit in the neck and legs with shrapnel and was killed;

WHEREAS, MSGT Pruitt was a few weeks shy of his 19th anniversary in the United States Marine Corps in 2012. During his enlistment as a Financial MGT Resource Analyst, he served in Okinawa, Japan; Keflavik, Iceland; Marine Corps Air Station Beaufort, South Carolina; Camp Johnson, North Carolina; and training and Education Command, Quantico, Va.;

WHEREAS, MSGT Pruitt would have returned to the States in February, 2013 and would have retire after 20 years served, on June 23, 2013. MSGT Pruitt was buried Tuesday, May 8, 2012; Arlington National Cemetery, Washington, D.C.;

WHERAS, The City of Gautier and the Citizens therein, wishes to commemorate the life of this honorable man by naming a portion of Highway 90, in Jackson County as the "SCOTT E. PRUITT HIGHWAY";

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby request that the Legislature enact local and private legislation, a copy of which is attached hereto, designating a segment of Mississippi Highway 90 as the "SCOTT E. PRUITT HIGHWAY".

BE IT KNOWN THAT the motion to approve the foregoing resolution was made by Councilman Macfarland, and was seconded by Councilman Jones, and the following vote was recorded:

Mayor	Tommy Fortenberry	YES
Councilwoman at Large	Mary Martin	YES
Councilman Ward 1	Johnny Jones	YES
Councilman Ward 2	Hurley Ray Guillotte	YES
Councilman Ward 3	Gordon Gollott	YES
Councilman Ward 4	Scott McFarland	YES
Councilman Ward 5	Adam Colledge	YES

RESOLVED, this the 19TH day of FEBRUARY, 2013.

ATTEST:

Cynthia Russell
CITY CLERK

Tommy Lockerley
MAYOR

STATE OF MISSISSIPPI

SENATE CONCURRENT RESOLUTION NO. 679

A CONCURRENT RESOLUTION REMEMBERING THE GALLANT SERVICE AND MOURNING THE LOSS OF MASTER SERGEANT SCOTT E. PRUITT FROM GAUTIER, MISSISSIPPI, WHO WAS LOST IN ACTION IN THE NIMRUZ PROVINCE OF AFGHANISTAN ON APRIL 28, 2012.

WHEREAS, the Department of Defense has announced that a decorated Marine from Gautier, Mississippi, was lost in action from an improvised explosive device during combat maneuvers in Afghanistan. Thirty-eight-year-old Master Sergeant Scott E. Pruitt died April 28, 2012, in Nimruz Province just two months after he volunteered to return to that country to lead his troops; and

WHEREAS, Sergeant Pruitt was assigned to I Marine Expeditionary Force Headquarters Group, I Marine Expeditionary Force, based at Camp Pendleton, California; and

WHEREAS, he was set to retire in a year and had earned rank over an entire platoon, but he volunteered to go back into combat because he thought it was the right thing to do; and

WHEREAS, Sergeant Pruitt graduated from Pascagoula High School in 1992, served in the Pascagoula High School Band, and earned a BA degree in Criminal Justice from the American Military University. He lived in Gautier when he enlisted in 1993; and

WHEREAS, Pruitt's title was Comptroller Chief and his occupational specialty was listed as a Financial Management Resource Analyst. He enlisted in June 1993 and his active duty service was scheduled to end June 23, 2013; and

WHEREAS, Sergeant Pruitt will be buried with full military honors in Arlington National Cemetery on Tuesday, May 8, 2012; and

WHEREAS, Pruitt had received the Purple Heart Medal, the Navy and Marine Corps Commendation Medal three times, as well as the Marine Corps Good Conduct Medal five times, among 15 other military honors. He is remembered as one who was extremely committed to accuracy and attention to detail in his work. He was also a good friend; and

WHEREAS, his fiancée, Trisha Lane, of Bristow, Virginia, met Pruitt when he was stationed in Quantico, Virginia. They had been together just over three years and were planning a wedding in Cocoa Beach, Florida, after he returned from deployment next year. He had ideal characteristics for a friend, father and Marine; and

WHEREAS, Sergeant Pruitt is survived by two daughters, Jennifer, 9, and Jordyn, 4, who also live in California, and his fiancée, Tricia Anderson-Lane of Virginia who was looking forward to him being the stepfather of her children; and

WHEREAS, since the beginning of Operation Enduring Freedom in Iraq and Afghanistan, at least 79 soldiers or sailors with Mississippi ties have died in action. Scott was a father and son who is counted among America's heroes, committed to our nation's safety and security. To a country, a fallen soldier means a national loss; to a community, a fallen soldier means a true hero; to a child and parent, a fallen soldier means a father and son who won't be coming home. Mississippians understand the costs of conflict, because we have paid them in the past, and it is with great pride and humility that we recognize the heroic action of this great American and Mississippian, who was the guardian of civilization as we know it today:

NOW, THEREFORE, BE IT RESOLVED BY THE SENATE OF THE STATE OF MISSISSIPPI, THE HOUSE OF REPRESENTATIVES CONCURRING THEREIN, That we do hereby remember the gallant service and mourn the loss of Master Sergeant Scott E. Pruitt from Gautier, Mississippi, who was lost in action in the Nimruz Province of Afghanistan, and extend the thoughts and prayers of a grateful state to his family in honor of their sacrifice and our sorrow on his passing

BE IT FURTHER RESOLVED, That this resolution be presented to the surviving family of Master Sergeant Scott E. Pruitt and be made available to the Capitol Press Corps.

ADOPTED BY THE SENATE
May 3, 2012

Tate Reeves

LIEUTENANT GOVERNOR TATE REEVES
PRESIDENT OF THE SENATE

ADOPTED BY THE HOUSE OF REPRESENTATIVES
May 3, 2012

Philip Gunn

PHILIP GUNN
SPEAKER OF THE HOUSE OF REPRESENTATIVES

SENATOR BRICE WIGGINS, DISTRICT 52

Motion made by Councilwoman Martin to approve Consent Agenda Items # 1-3. Motion seconded by Councilman Anderson and the following vote was recorded:

AYES: **Gordon Gollott**
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

Motion Passed.

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

ORDER NUMBER 083-2014

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 March 18, 2014 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 Anderson** and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

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

ORDER NUMBER 084-2014

AN ORDER DIRECTING THE PLACEMENT OF A LIEN ON PROPERTY LOCATED AT 3824 KENDALE DRIVE GAUTIER, MS 39553 FOR FEES AND CHARGES INCURRED BY THE CITY OF GAUTIER, TO CLEAN THE PRIVATE PROPERTY AND ABATE THE UNSAFE CONDITIONS

WHEREAS, the City of Gautier, in accordance with procedures established under 21-19-11 of the Codes of Mississippi of 1972, as amended, incurred expenses in the amount of $948.32 for the (property clean up and securing exterior door and lower level windows, considered a menace to the public health, safety, and welfare of the community) located at 3824 Kendale Drive, in the City of Gautier, Jackson County, Mississippi; and

WHEREAS, the City of Gautier is entitled to an administrative fee of $1,500.00.

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi that a lien in the amount of $2448.32 is hereby placed on the following described property at 3824 Kendale Drive, Gautier, Mississippi.

That certain property listed on the Jackson County land rolls as LOT 63 NORTHWOOD HILLS SUBDIVISION (12 Map 777.36-02) Deed Book 636 Page 355.

Name and Address:

Norman E. Thompson (Deceased)
1201 Hunter Creek Road Apt F
Northport, Alabama 35479

Arthur D. Carlisle, Executor
900 Washington Avenue
Ocean Springs, MS 39564

Parcel Identification Number 86026063.000

IT IS FURTHER ORDERED that said lien is to be satisfied upon the first subsequent sale of the referenced property following passage of this order and the filing of said lien; or by other means as determined by the Mayor and Council to be necessary in order to protect the well-being of the City of Gautier.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Joe Belles, Code Enforcement Officer

Through: Patty Huffman, Grants and Project Manager
Chandra Nicholson, Planning and Economic Development Director

Date: March 17, 2014

Subject: 3824 Kendale Drive Gautier, Mississippi 39553.
Lien/Council Order Request to Adjudicate Private Property Clean Up Costs.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the private property identified below was cleaned to the satisfaction of the Planning and Economic Development Director.

Per the attached invoice from TRI-STAR Demolition Service, who was authorized to secure all doors and lower level windows, remove exterior trash and debris, and perform routine yard maintenance, the City of Gautier, incurred a cost of $948.32 combined with a penalty fee of $1,500.00 equals a sum of $2,448.32.

Legal Description: PIDN 86026063.000
Lot 63 Northwood Hills Subdivision
Deed Book 636, page 355

Property Address: 3824 Kendale Drive Gautier Mississippi 39553

Owners of Record:	Norman E. Thompson (Deceased).	Arthur D. Carlisle, Executor
Last Known Address:	1201 Hunter Creek Road Apt F Northport, Alabama 35479	900 Washington Avenue Ocean Springs, MS 39564

BACKGROUND:

This property was approved for private property clean up during the City of Gautier, Council Meeting and Public Hearing held on February 4, 2014. After considering staff, citizen, and neighbors comments during the public hearing, the mayor and city council approved the recommendation of staff to clean up the private property after the statutory 10-day appeal period from the date of council action and adjournment (March 4, 2014). The property executor was given the opportunity to clean the property before the city proceeded with a contractor to clean the property. TRI-STAR Demolition Service started the authorized clean up and securing the property on March 11, 2014 and completed the task on March 12, 2014, to the satisfaction of the Planning and Economic Development Department.

DISCUSSION:

Mississippi Statute provides procedures for municipalities to clean private property determined to be a menace to the municipal community thus:

The governing authority may by resolution adjudicate the actual cost of cleaning the property and may impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality.

(1) If the governing authority does not declare the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

(2) All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

RECOMMENDATION:

The City of Gautier, Code Enforcement Officer be authorized to place a lien against the property in accordance with the attached ORDER and the provisions set forth pursuant of Mississippi Code Annotated, 1972 § 21-19-11, Cleaning and Clearing of Private Property.

ATTACHMENTS 3:

1. Council Decision Letter
2. Property tax document
3. Parcel information
4. Invoice
5. Photos
6. Revised Order Request

Mayor
Gordon T. Gollott

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

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

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

COPY
mailed 2-05-14
JB

February 5, 2014

Michael J. Vallette
Arthur D. Carlisle, Executor
900 Washington Avenue
Ocean Springs, Mississippi 39564

Reference: Norman Emmett Thompson, Estate at 3824 Kendale Drive Gautier, MS 39553

To Whom It May Concern:

The City of Gautier, Mayor and City Council held a public hearing on February 4, 2013 pursuant to Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11, concerning the above referenced property. After hearing, comments from local residents and staff the mayor and city council found the above referenced property to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Based on the decision of the governing authority, if the owner does not do so by March 4, 2013, the city shall proceed to clean the land by the use of municipal workers or by contract. The scope of the work may include cutting grass and weeds, filling cisterns; removing rubbish, dilapidated fences, dilapidated building, personal property, debris, and draining standing water from the property. The city will also secure all exterior doors and windows. In addition, an active honeybee hive needs to be removed from the home. The house continues to reflect considerable structural damage and roof leaks and if not immediately corrected will accelerate the decaying property condition.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearings. Notice will be posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Again, you have until March 4, 2014, to clean the property as specified above and save any additional expenses associated with this clean up process. You also have the right to appeal in the same manner as other appeals from municipal decisions.

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

Yours truly,

Joseph Belles
Code Enforcement Officer

Jackson County Mississippi

Powered by: Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Current Date **12/ 5/2013**

Tax Year 2013
Records Last Updated **12/ 4/2013**

PROPERTY DETAIL

OWNER THOMPSON NORMAN E
1201 HUNTER CREEK RD APT F

NORTHPORT AL 35479

ACRES : **NA**
LAND VALUE : 20000
IMPROVEMENTS : 50630
TOTAL VALUE: 70630
ASSESSED : 10595

PARCEL 86026063.000
ADDRESS 3824 KENDALE

TAX INFORMATION

YEAR 2013	TAX DUE	PAID	BALANCE
COUNTY	544.25	0.00	544.25
CITY	365.95	0.00	365.95
SCHOOL	491.50	0.00	491.50
TOTAL	1401.70	0.00	1401.70

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE	
HOMESTEAD CODE	None
TAX DISTRICT	3840
PPIN	071306
SECTION	36
TOWNSHIP	7S
RANGE	7W

LEGAL LOT 63 NORTHWOOD HILLS S/D
(12 Map777.36-02) DB 636-355
DB 915-294

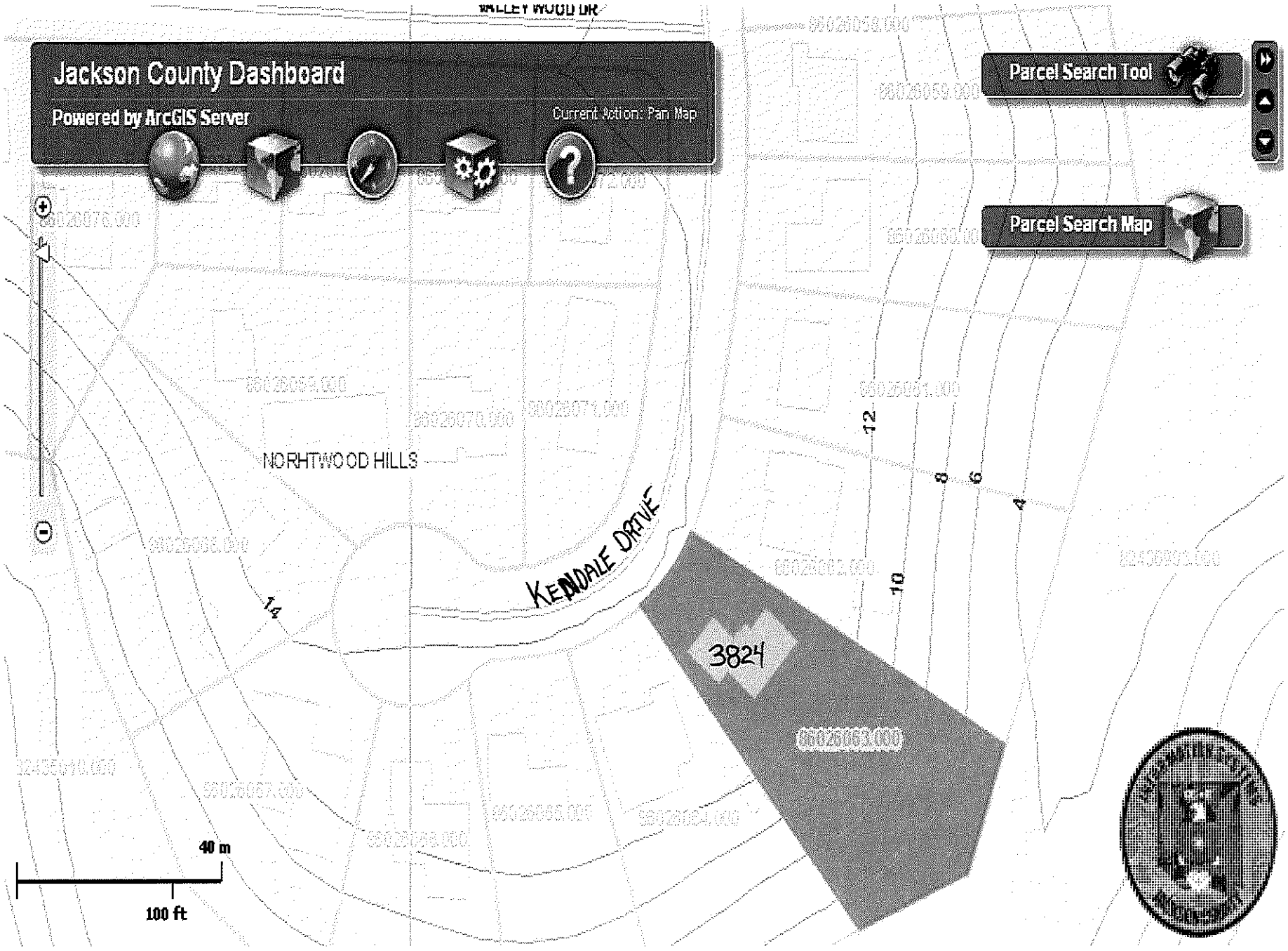
Book **Page**

TAX SALES

PURCHASE COUNTY TAX SALE FILES

Year	Sold To	Redeemed Date/By
2012	GNART LLC	NOT REDEEMED
2011	SABINE E LADNER	NOT REDEEMED
2010	PUBLICAN ASSET MANAGEMENT	8/23/2013 VALLETTE MICHAEL J
2009	K SCOTT SAUCIER	8/31/2012 MICHAEL VALLETTE
2008	RADLAW LAND INVESTMENTS LLC	8/30/2011 VALLETTE MICHAEL FOR THOMPSON
2007	MARILYN SWANSON	8/20/2010 MICHAEL VALLETTE
2006	DAVID DALEY	8/24/2009 VALLETTE MICHAEL
2005	ADAIR ASSET MANAGEMENT, LLC / US	7/25/2008 WENDY NEARY

Back


Jackson County Dashboard
Powered by ArcGIS Server
Current Action: Pan Map
Parcel Search Tool
Parcel Search Map
NORHTWOOD HILLS
KENDALE DRIVE
3824
40 m
100 ft

Parcel Information

PIDN: 86026063.000

GISP: 777.36-02-0012.00

Owner Information

Name: THOMPSON NORMAN E

Percent of Ownership: 100

Name2:

Mailing Address: 1201 HUNTER CREEK RD APT F
NORTHPORT AL 35479

Physical Address: 3824 KENDALE DR GAUTIER

Land Information

Section, Township, Range: 36 7S 7W

Acreage: 0.54000002

Street Name: KENDALE DR

Value and Tax Information

Total Assessed Value: 10595

Total Appraised Value: 70630

Improvement Value: 50630

Land Value: 20000

Tax Amount: 1375

SQ. FT: 1392

Year Built: 1975

Legal Description

Description: LOT 63 NORTHWOOD HILLS S/D (12 Map777.36-02) DB 636-355 DB 915-294

Deed Book / Page: 636 / 355

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Demolition Invoice

TRI-STAR

DEMOLITION SERVICE, LLC

228-219-6995

Date 3/17/2014	

BILL TO:

City of Gautier
3330 HWY 90
Gautier, MS 39553

Please Remit:
Tri-Star Demolition
3736 Baywood Drive
Moss Point, MS 39563228-219-6995

Service Location:
3824 Kendale Dr. Gautier, MS 39553

Phone Number:	Project
Joe Belles-Code Enforcement Officer 228-219-7035	**clean up**

Service Date	Item	Description	Amount
Upon notice to proceed	• Board windows, doors and clean up yard		$948.32
		DELIVERY FEE	
		TAX RATE	
		SUBTOTAL	$948.32
		TOTAL	**$948.32**

Tri-Star Demolition is licensed and insured with the City of Gautier and hereby agrees to clean debris and perform on location as follows:

- Mow, weed eat and rake yard
- Trim trees as deemed necessary by contractor
- Contractor to supply roll-off dumpster
- Front door to be hinged and hasped with pad lock and key for entry
- Board up 7 windows and 3 doors
- Contractor to purchase all materials as needed
- Haul all debris to proper landfill.

Client's Signature **Date**

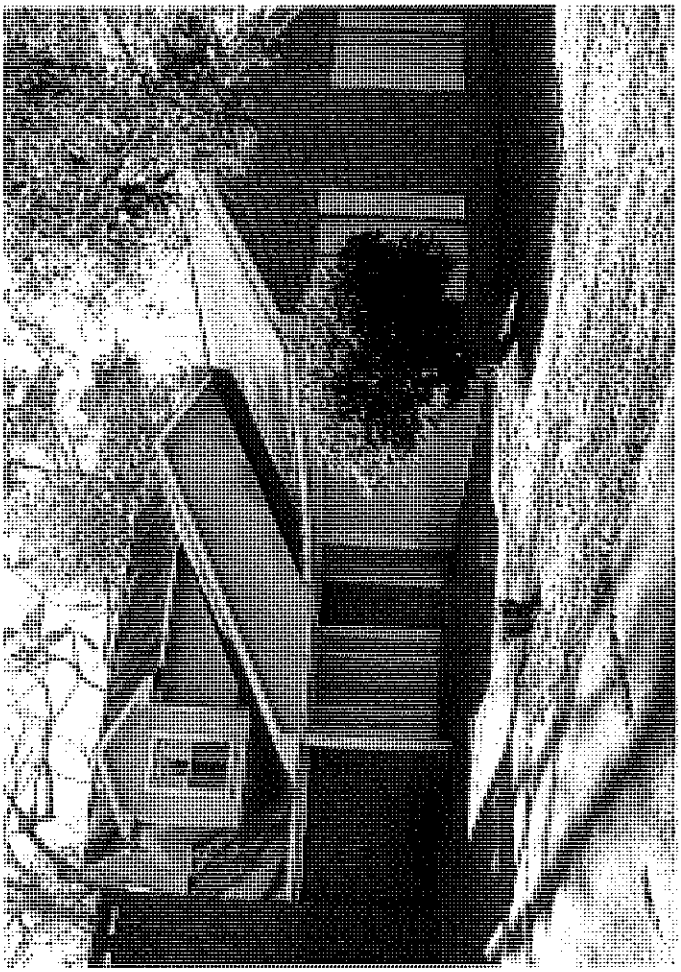
3/17/14

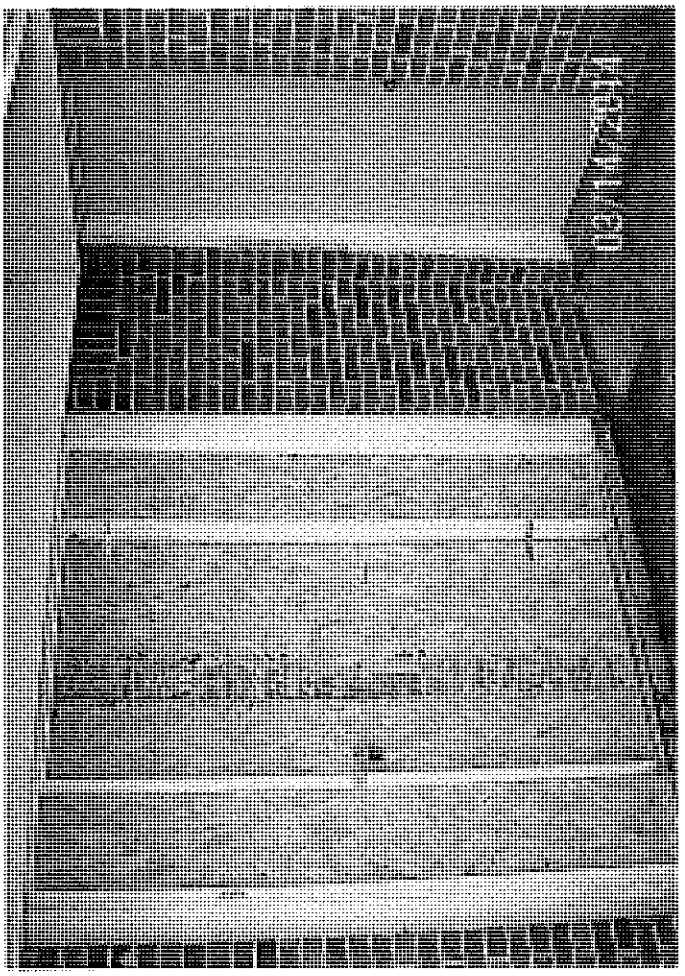
Tri-Star Demolition Service, LLC **Date**

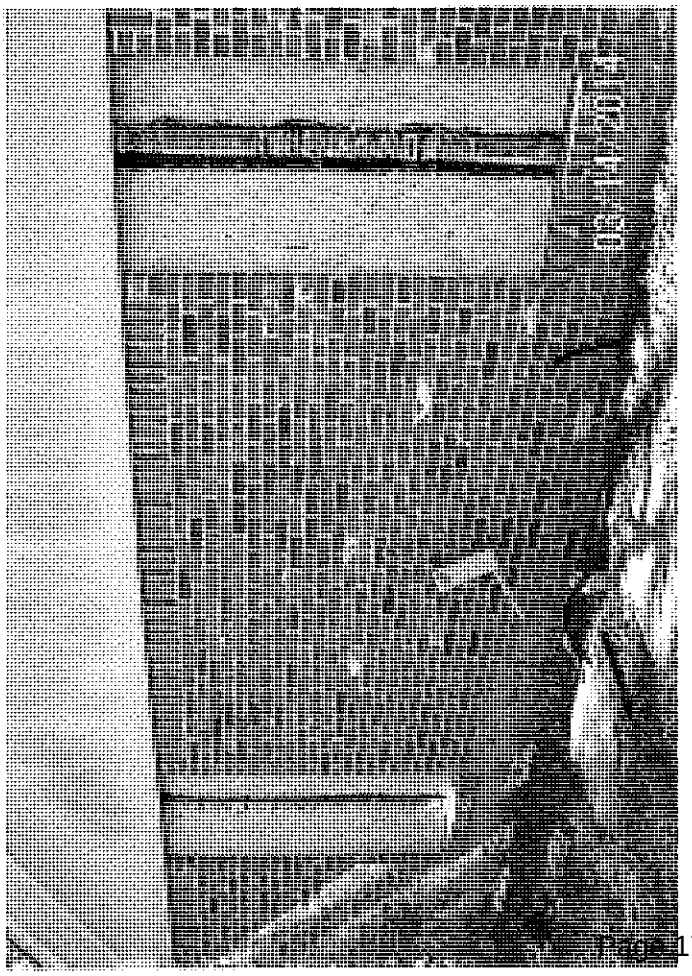
THANK YOU FOR YOUR BUSINESS!

03/14/2014

03/14/2014







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

ORDER NUMBER XXX-2014

AN ORDER DIRECTING THE PLACEMENT OF A LIEN ON PROPERTY LOCATED AT 3824 KENDALE DRIVE GAUTIER, MS 39553 FOR FEES AND CHARGES INCURRED BY THE CITY OF GAUTIER, TO CLEAN THE PRIVATE PROPERTY AND ABATE THE UNSAFE CONDITIONS

WHEREAS, the City of Gautier, in accordance with procedures established under 21-19-11 of the Codes of Mississippi of 1972, as amended, incurred expenses in the amount of $948.32 for the (property clean up and securing exterior door and lower level windows, considered a menace to the public health, safety, and welfare of the community) located at 3824 Kendale Drive, in the City of Gautier, Jackson County, Mississippi; and

WHEREAS, the City of Gautier is entitled to administrative fee of $1,500.00.

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi that a lien in the amount of $2448.32 is hereby placed on the following described property at 3824 Kendale Drive, Gautier, Mississippi.

That certain property listed on the Jackson County land rolls as LOT 63 NORTHWOOD HILLS SUBDIVISION (12 Map777.36-02) Deed Book 636 page 355

Name and Address:

Norman E. Thompson (Deceased).	**Arthur D. Carlisle, Executor**
1201 Hunter Creek Road Apt F	**900 Washington Avenue**
Northport, Alabama 35479	**Ocean Springs, MS 39564**

Parcel Identification Number 86026063.000

IT IS FURTHER ORDERED that said lien is to be satisfied upon the first subsequent sale of the referenced property following passage of this order and the filing of said lien; or by other means as determined by the Mayor and Council to be to be necessary in order to protect the well-being of the City of Gautier.

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

Motion was made by 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 April 1, 2014.

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

ORDER NUMBER 085-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier hereby declares Friday, April 18, 2014 Good Friday as a legal holiday in lieu of Confederate Memorial Day in accordance with Mississippi Code of 1972, Section 3-3-7.

IT IS FURTHER ORDERED by the Mayor and Council of the City of Gautier, Mississippi, as follows, to-wit:

1. All employees who normally work a 40 hour week shall have the above listed days off with no reduction in pay. Any 40 hour per week employee who is required to work on one of the days listed above shall receive straight time pay for each hour actually worked in addition to their regular pay.

2. Police Department employees who normally work shifts (168 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for each of the days set out above.

3. Fire Department Personnel who normally work shifts (216 hours in a 28 day cycle) shall receive eight (8) hours straight time pay in addition to their normal pay for each of the days set out above.

ORDERED this the 1st day of April, 2014.

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 1, 2014.

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Miss. Code Ann. § 3-3-7 (Copy w/ Cite) Pages: **2**

Miss. Code Ann. § 3-3-7

MISSISSIPPI CODE of 1972

*** Current through the 2013 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 3. STATE SOVEREIGNTY, JURISDICTION AND HOLIDAYS
CHAPTER 3. STATE BOUNDARIES, HOLIDAYS, AND STATE EMBLEMS

Miss. Code Ann. § 3-3-7 (2014)

§ 3-3-7. Legal holidays

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school

band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

HISTORY: SOURCES: Codes, 1880, § 1132; 1892, § 3514; 1906, § 4011; Hemingway's 1917, § 2045; 1930, § 5024; 1942, § 5946; Laws, 1924, ch. 343; Laws, 1940, ch. 138; Laws, 1948, ch. 365; Laws, 1966, ch. 563, § 1; Laws, 1970, ch. 460, § 1; Laws, 1987, ch. 301; Laws, 1987, ch. 398; Laws, 1988, ch. 566; Laws, 1993, ch. 301, § 1; Laws, 1997, ch. 339, § 1; Laws, 2011, ch. 491, § 1, eff from and after July 1, 2011.

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1 of 1

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Miss. Code Ann. § 3-3-7 (Copy w/ Cite)

Pages: 2

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Motion made by Councilwoman Martin to recess the meeting until April 15, 2014 at 6:00 pm. Motion seconded by Councilman Colledge and unanimously carried.

APPROVED BY:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of April 15, 2014.