

**Tuesday
October 20, 2015
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING by the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 20, 2015 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, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Samantha Abell, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney; and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 20, 2015 @ 6:30 P.M.**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. City of Gautier's Halloween Haunted Trails October 23rd, 24th, 30th and 31st 7:00 PM – 10:00 PM at Shepard State Park.**
 - 2. Office closed Wednesday, November 11, 2015 in observance of Armistice Day (Veterans' Day).**
- IV. Presentation Agenda**
 - 1. Recognition of Mary Green for 28 years of dedicated service to the City of Gautier as School Crossing Guard.**
- V. Public Agenda**
 - 1. Agenda Comments**

VI. Business Agenda

- 1. Consideration of a Resolution urging and memorializing the Mississippi Legislature to appropriate funding to the Southern Mississippi Planning and Development District to assist with costs associated with attempts by the three coastal counties to mitigate the negative impacts of the Biggert-Waters Flood Insurance Reform Act of 2012 and for related purposes.**
- 2. Order authorizing the purchase equipment for the George Martin City Park Splash Pad from Aquatic Recreation Company/Landscape Structures Inc. in the amount of \$174,375.00.**
- 3. Consideration of a Home Occupation Permit for the Gulf Commercial Group at 2603 Guillotteville Road (GPC Case No. 15-11-HO) Teri Gautier, owner.**
- 4. Order authorizing the registration for Mayor Gordon Gollott and Councilwoman At Large Mary Martin for the 2015 Small Town Conference October 14-15, 2015 in Starkville, Mississippi (Nunc Pro Tunc).**
- 5. Order approving Docket of Claims.**

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

- 1. Order authorizing a Memorandum of Agreement with the MS Dept. of Marine Resources for the MS Gulf Coast National Heritage Community Grant for the Gautier Historic Schoolhouse and Cultural Museum Project.**
- 2. Order approving Water and Sewer Adjustment dated October 6, 2015 in the amount of \$6,528.72.**
- 3. Order approving minutes from Regular Council Meeting held October 6, 2015.**
- 4. Order authorizing the acceptance of donated equipment from Lowe's.**
- 5. Order authorizing a Professional Services Agreement with Turning Point Auction, LLC to auction surplus inventory.**
- 6. Consideration of a Location Release Agreement with Ancient Tracker Productions Escape From Hell LLC regarding filming of the "Premises" at Gautier City Hall.**

STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until November 3, 2015 @ 6:30 P.M.
www.gautier-ms.gov

Councilwoman Martin made the motion to revise the Agenda Order as follows:

Presentation Agenda

1. Presentation by Charlie Oaks, General Manager with Cable One.
2. Mississippi State Fire Academy presentation by Chief Robert Jones.
3. Recognition of Mary Green for 28 years of dedicated service to the City of Gautier as School Crossing Guard.

Consent Agenda Item #5 – Add “Contingent on City Attorney approval” to order.

Councilman Anderson seconded the motion and the vote carried unanimously.

Announcements:

1. City of Gautier’s Halloween Haunted Trails October 23rd, 24th, 30th and 31st
7:00 PM – 10:00 PM at Shepard State Park.
2. Office closed Wednesday, November 11, 2015 in observance of Armistice Day (Veterans’ Day).

GAUTIER FIREFIGHTERS ASSOCIATION PRESENTS



CITY OF GAUTIER'S HALLOWEEN HAUNTED TRAILS

OCTOBER 23rd and 24th
7 - 10:30 pm

OCTOBER 30th and 31st
Tickets \$10

SHEPARD STATE PARK

 Like us on Facebook

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the eleventh day of November as the day for the observance of ARMISTICE DAY (VETERANS' DAY), and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

WEDNESDAY, NOVEMBER 11, 2015

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 7th day of October, 2015.



C. Delbert Hosemann, Jr.
C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

Presentation Agenda:

1. Presentation by Charlie Oats, General Manager with Cable One.
 2. Mississippi State Fire Academy presentation by Chief Robert Jones.
 3. Recognition of Mary Green for 28 years of dedicated service to the City of Gautier as School Crossing Guard.
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There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gautier, Mississippi, held on the 20th day of October, 2015, the following Resolution:

RESOLUTION NUMBER 037-2015

A RESOLUTION BY THE GAUTIER CITY COUNCIL TO URGE AND MEMORIALIZE THE MISSISSIPPI LEGISLATURE TO APPROPRIATE FUNDING TO THE SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT TO ASSIST WITH COSTS ASSOCIATED WITH ATTEMPTS BY THE THREE COASTAL COUNTIES TO MITIGATE THE NEGATIVE IMPACTS OF THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012 AND FOR RELATED PURPOSES

WHEREAS, the National Flood Insurance Program (NFIP) was created by the United States Congress in 1968 with the passage of the National Flood Insurance Act of 1968 (P.L. 90-448) to enable property owners in participating communities to purchase insurance protection from the government against losses from flooding; and

WHEREAS, the NFIP insures over 5 million homes in the United States, the large majority of which are along the Atlantic, Gulf, Pacific and Great Lakes shore lines of the United States; and

WHEREAS, the NFIP, historically, has provided insurance which, in an effort to create economic benefit, encouraged and incentivized coastal communities to develop their shore lines, including the concentration of economic production, population and infrastructure along the coast; and

WHEREAS, shoreline communities around the country, and certainly in the State of Mississippi, have become a stronghold for economic vitality by providing not only major economic engines (including transportation and access to trade corridors), but also for activities that are major contributors to the Mississippi Coast's historic economic success and strength: tourism, recreation, and cultural activities; and

WHEREAS, in recent years, the United States Congress passed the Biggert-Waters Flood Insurance Reform Act of 2012 (Biggert-Waters), which significantly overhauled the National Flood Insurance Program (NFIP); and

WHEREAS, while ensuring the long term solvency and long-term sustainability of the NFIP are valid goals of the US Congress, those goals must take into account the negative side-effects associated with Biggert-Waters flood mapping efforts including, but not limited to, the increased difficulties to conduct business, trade, and live in these shoreline communities throughout the Country, including communities along the Mississippi Gulf Coast caused by such mapping; and

WHEREAS, shoreline communities that have undergone the FEMA and NFIP required process to revise their flood maps are discovering that the maps are flawed, inconsistent from one community to another and, effectively, have been improperly drawn; and

WHEREAS, communities that have recently had FEMA flood map changes, like communities all along the Mississippi Gulf Coast, will pay higher rates due to Biggert-Waters than communities in other areas of the Country that, though built at similar flood elevations, have not had recent flood map studies, or have had studies that are inconsistent with the findings in other but related areas; and, as a result of incomplete flood map studies and changes, communities like

those along the Mississippi Gulf Coast will likely bear a larger burden of the NFIP program and thus suffer competitive trade and other disadvantages; and

WHEREAS, now, after receipt of a September of 2015 notice from FEMA to coastal cities, it appears that FEMA has remapped the Mississippi Gulf Coast yet again, even though there are large areas of the entire country that have yet to be mapped once, and that preliminary data shows this re-mapping is placing new areas of Mississippi in FEMA-created flood zones; and

WHEREAS, in an effort to achieve reasonable and deserved relief, certain communities have undertaken the arduous and expensive task of challenging the revised and amended flood maps, and are winning their challenges in cases where the communities can present well-prepared and drafted engineering studies in support of their position that the flood maps for their communities are not properly created; and

WHEREAS, individually, no Mississippi coastal community, city or county has the financial resources or wherewithal to undertake the required engineering studies, but together, the communities of the Mississippi Gulf Coast, with financial assistance from the state to fund the aforementioned studies, can work together to ensure that a consistent map for the entire Mississippi Gulf Coast and, indeed, our coastal region, is prepared and submitted to NFIP and FEMA as part of a regional challenge to the post-Katrina (i.e., current) flood maps currently governing the Mississippi Gulf Coast; and

WHEREAS, in an effort to mitigate the effects of Biggert-Watters, the full impact of which will likely now be triggered upon property owners in Coastal Mississippi due to the previously referenced remapping, and to ensure that flood maps governing the City of Gautier and other Mississippi Coastal communities are accurate, the governing authority of the City of Gautier hereby memorializes the legislature of the State of Mississippi to appropriate funds to the Southern

Mississippi Planning and Development District to help offset and fund the costs of engaging an expert engineer or engineers to remap the flood zones and flood elevations in the three coast counties (Harrison, Hancock, and Jackson) in order to facilitate and support a comprehensive challenge to the flood zones and elevations put in place by FEMA.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the Governing Authority of the City of Gautier, Mississippi, hereby urges and memorializes the Coast's state legislative delegation to actively pursue an appropriation in the amount of \$1,500,000.00 to the Southern Mississippi Planning and Development District to offset and fund the costs of engaging an expert engineer or engineers to study and remap the flood zones and flood elevations in the three coastal counties (Harrison, Hancock, and Jackson) in order to support and create a challenge to the flood zones and elevations as have been determined by FEMA to be applicable in the three coast counties.

Section 3. That this Resolution is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

Section 4. That a copy of this resolution shall be provided to each member of the Coast Legislative Delegation, as follows: Representatives and Senators representing districts comprised, in whole or in part, of Hancock County, Harrison County and Jackson County, all located on the Mississippi Gulf Coast.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by Councilman Vaughan, seconded by Councilwoman Martin, and was adopted by the following roll call vote:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>
Gordon Gollott Mary Martin Johnny Jones Hurley Ray Guillotte Casey Vaughan Rusty Anderson Adam College	None	None

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 20th day of October, 2015.

(SEAL)

ATTEST:

ADOPTED: October 20, 2015

CITY CLERK

**GORDON GOLLOTT
MAYOR**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the 20th day of October, 2015.

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

ORDER NUMBER 203-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to purchase equipment for the George Martin City Park Splash Pad from Aquatic Recreation Company/Landscape Structures Inc. in the amount of \$174,375.00 is hereby authorized.

IT IS FURTHER ORDERED that Aquatic Recreation Company/Landscape Structures Inc. was the only capable bidder to submit a proposal meeting all specifications included in the request for pricing, even though the proposal was not lowest dollar amount.

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**
 Johnny Jones
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Rachel Honea, Recreation Coordinator
Through: Jeremy Thames, Cultural Services Department Director
Date: October 13, 2015
Subject: George Martin City Park Splashpad Equipment Purchase Recommendation

REQUEST:

The Cultural Services Department recommends to City Council to purchase splashpad equipment from Aquatic Recreation Company/Landscape Structures Inc for use in the new splashpad being built at George Martin City Park

BACKGROUND:

The Cultural Services Department previously presented a full design package for the proposed splashpad at George Martin City Park, funded by FY2010 Tidelands – City Park/Town Commons Budget. After design approval by Council, City Hall Staff release an ‘Advertisement for Bid’ package for public bid beginning July 15th, ending with bid openings on August 5th, 2015.

DISCUSSION:

The Cultural Services Staff has given much consideration and deliberation in the three proposals received from the public advertisement for bid. Staff has interviewed all companies who submitted proposals and visited installations by the various vendors to inspect similar pieces of equipment. Some locations were far beyond our travel range, thus we reviewed many photos, specification sheets, etc. Staff also spoke with numerous other agencies, both private & public (including other County Recreation Departments), concerning the experiences incurred between each entity and various manufacturers of such equipment. This provided the Cultural Services Department Staff with a much more broad range of information with respect to splashpad & splashpad equipment including both good & bad aspects of various vendors & installations. Below is a basic comparison of proposals:

Gautier Splash Pad Proposal Comparison

WaterSplash Inc.

- Proposed design does not meet specified design intent
- Equipment is not of the same caliber/quality as other 2 vendors
- Flooring does not meet specifications; proposed a simple epoxy/rubber coating

Great Southern Recreation.

- Proposed design does not meet specified design intent
- Equipment is of good quality, marginally meeting specifications
- Flooring does not meet specifications; proposed a simple epoxy/rubber coating

Aquatic Recreation Company/Landscape Structures Inc..

- Proposed design meets specified design intent
- Equipment meets/exceeds specified quality
- Flooring meets specification; only proposal to meet specification

RECOMMENDATION:

The Cultural Services Department recommends it is in the best interest of the City of Gautier to purchase all splashpad equipment from Aquatic Recreation Company/Landscape Structures Inc. for a total equipment expenditure of \$174,375.00. The proposal from Aquatic Recreation Company/Landscape Structures Inc. was the only capable bidder to submit a proposal meeting all specifications included in the request for pricing, even though their proposal was not the lowest dollar amount.

City Council may:

- 1) Approve the Splashpad Equipment Purchase from Aquatic Recreation Company/Landscape Structures Inc. for a total equipment expenditure of \$174,375.00 as requested;
- 2) Approve Splashpad Equipment Purchase from alternate vendor; or
- 3) Decline to purchase Splashpad Equipment at this time.

ATTACHMENT(S):

Aquatic Recreation Company/Landscape Structures Inc Splashpad Equipment Proposal

Proposal for:
Gautier City Park
SPLASH PAD

Presented by:

Amy Altman
Aquatic Recreation Co.
952.345.6440
aaltman@arc4waterplay.com

Proposal #15164
May, 2015



The fun is in the water

952.445.5135 | 877.632.0503 | www.arc4waterplay.com



Contents

DESIGN CONCEPTS

PRODUCT SELECTION

MECHANICAL OVERVIEW

PRICING

SPECIFICATIONS

Thank you for the opportunity

Thank you for this opportunity to submit our response to the referenced request for proposal. Enclosed you'll find detailed descriptions of the extensive level of services by Aquatic Recreation Company (ARC).

In addition, we are providing a conceptual 3d design with supporting product information and a products and services proposal.

Understanding that you may be in the very initial design concept stages and that the project may evolve, please note the following qualifications of ARC's proposal:

- The enclosed design is an initial concept and has been designed in order to fit the space and types of features indicated in the request for proposal.
- ARC's project design is to be a single pass city water system.
- ARC's mechanical components to be housed above ground in a housing or equipment room provided by others.

Please let me know if I may assist you further as I look forward to hearing from you!

Sincerely,
 Amy Altman
 Sales Manager
 Direct: 952-345-6440
 Email: aaltman@arc4waterplay.com



The fun is in the water

And we *make water fun*. From large-volume water features to ARC-tistic structures, we do more with your water and always keep fun at a premium

Big fun, big value

Our splash pad structures and ground sprays are designed are for kids young and old. We understand that play value for little kids is just as important as durable structures, flexible product options and dollar-for-dollar value are to "big" kids.

Waterplay ARCHitects

Like any good architect, we aim for long-lasting value. That's why we engineer our splash pads with prefabricated, top-of-the-line mechanical systems that offer years of reliable, easy-to-use operation.

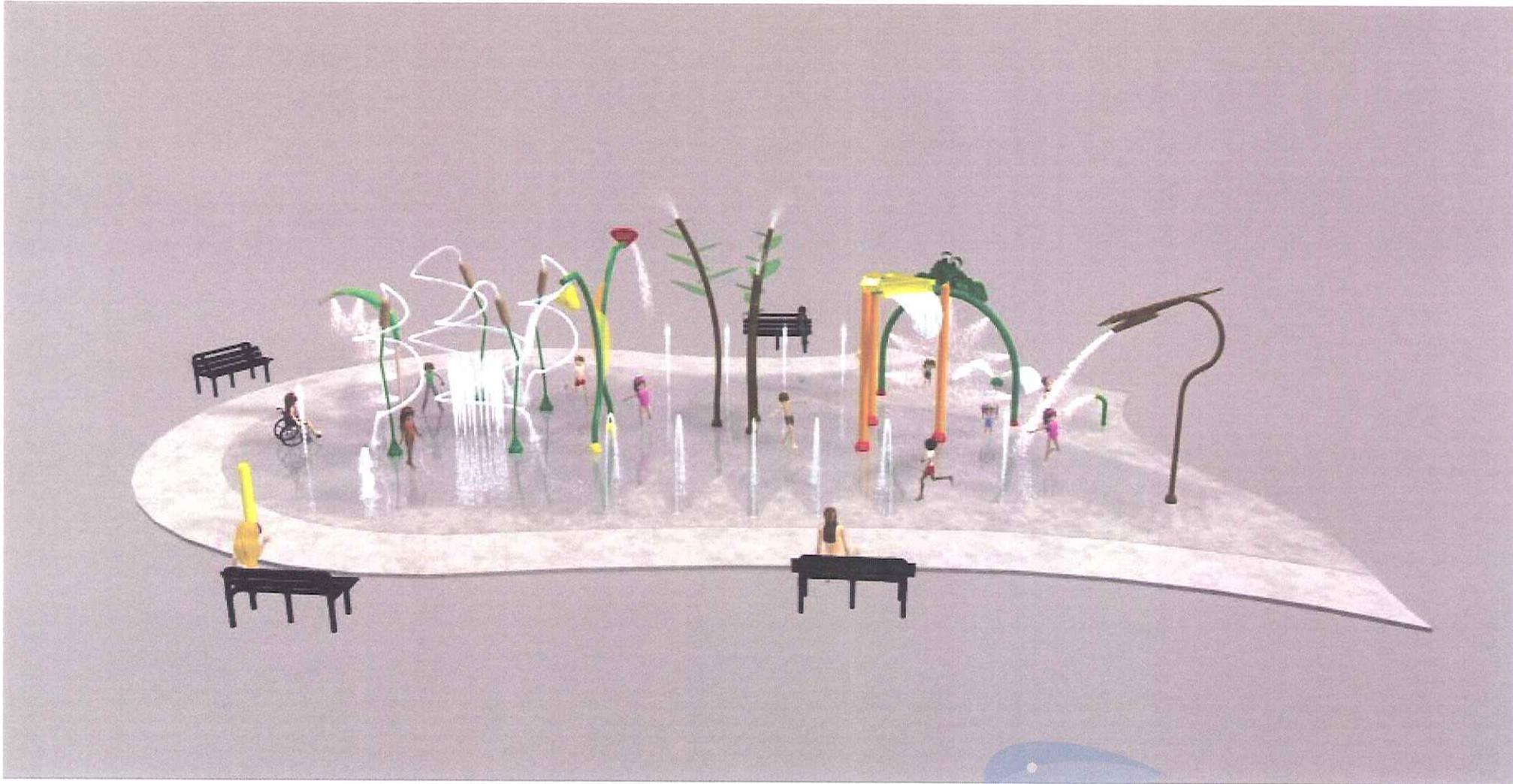
Passion, experience and dedication

With over 25 years in the water entertainment business, you might say that we live and breath water (but without gills). We enjoy sharing our passion with our customers—it's what drives us to provide hands-on service and go the extra mile with our concept and construction design services.

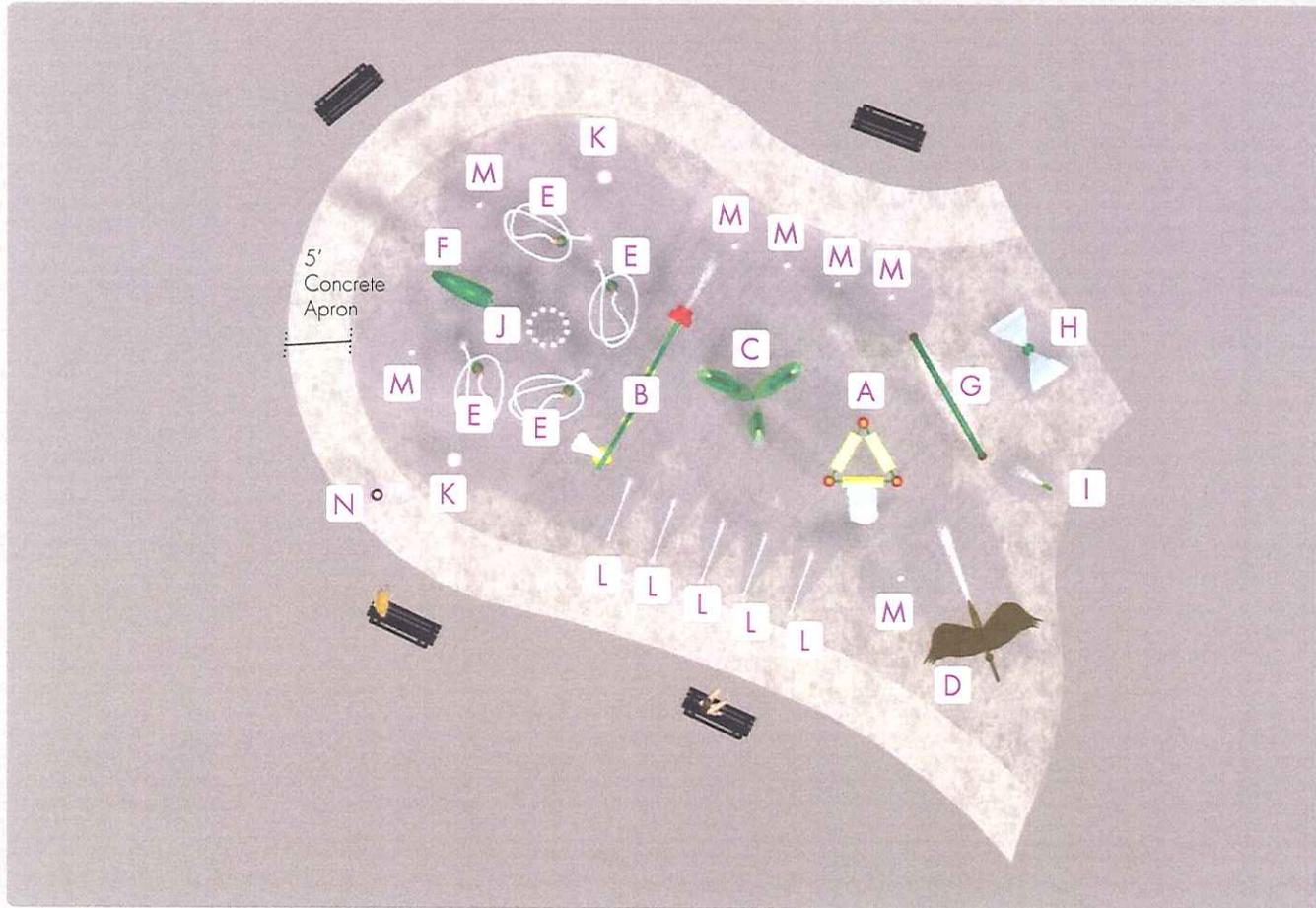


www.arc4waterplay.com

Front view for: **Gautier** SPLASH PAD



Overhead view for: **Gautier SPLASH PAD**



Overall pad equipment:

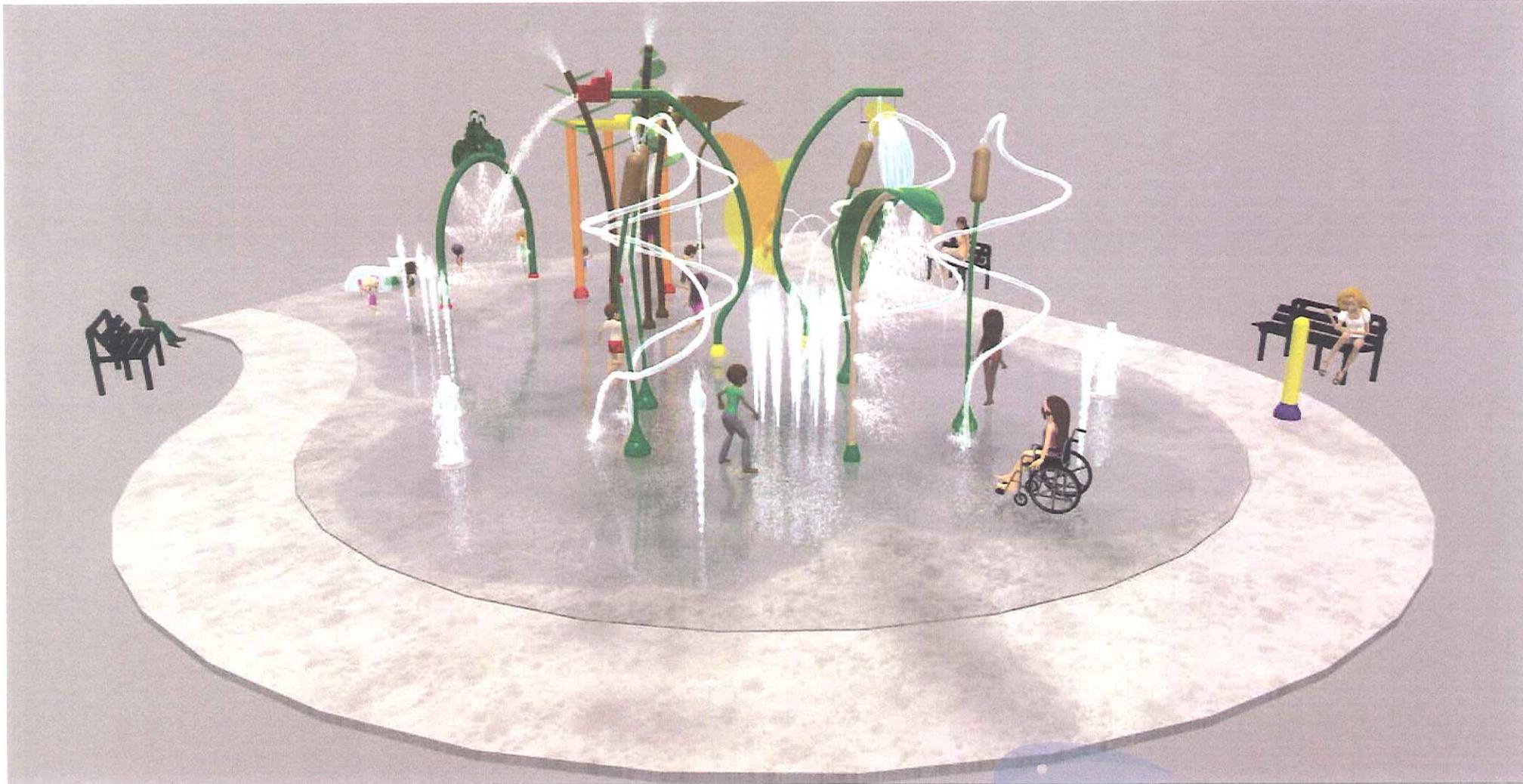
- A** Water Logs @ 30 gpm
- B** Crescent Duo I @ 10 gpm
- C** Creativi-Trees II @ 15 gpm
- D** Sand Hill Crane @ 5 gpm
- E** (4) Cat Tail Spray @ 10 gpm
- F** Missing Palm @ 10 gpm
- G** Water Gator @ 10 gpm
- H** Water Bug Fan Spray @ 10 gpm
- I** Tot Flower Spout @ 3 gpm
- J** Mini Upward Spray Ring @ 12 gpm
- K** (2) Junior Geyser @ 10 gpm
- L** (5) Arch Jet @ 1 gpm
- M** (7) Stream Jet @ 1 gpm
- N** Activation Bollard

Total system Flow Rate: 177 GPM

Additional view for: **Gautier** SPLASH PAD



Additional view for: **Gautier** SPLASH PAD





Custom Themed Sand Hill Crane Butterfly Spout

The **Custom Themed Sand Hill Crane** is a themed product that emits an angular fan nozzle effect from a bent pipe with Sand Hill Crane themed wing attachments onto users below.



Flow Range	5 to 10 GPM 18.93 to 37.85 LPM
Size	12' 0" x 5' 5" 3.65 x 1.67 m
Splash zone	10' 0" x 8' 0" 3.05 x 2.43 m



Misting Palm

The **Misting Palm** is a themed product that emits multiple misting sprays from an overhead arch with palmed theme attachment onto users below.

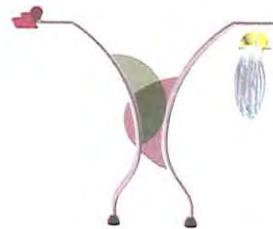


Flow Range	10 GPM 37.85 LPM
Size	9' 6" x 5' 5" 2.93 x 1.67 m
Splash zone	10' 0" x 8' 0" 3.05 x 2.44 m



Crescent Duo I

The **Crescent Duo I** is a grouping of two 12 ft tubular structures with water emitting from a water bucket and water dump onto users below. Attached to both structures are artistic and decorative accent panels.



Flow Range	10 to 20 GPM 37.85 to 75.71 LPM
Size	12' 0" x 14' 8" 3.66 x 4.51 m
Splash zone	26' 0" x 8' 0" 7.92 x 2.44 m



Creativi-Trees II

The **Creativi-Trees II** are a grouping of three organic tree styles with abstract leaf panels. The three structures emit a spray from the top onto users below.



Flow Range	15 to 30 GPM 56.78 to 113.56 LPM
Size	14' 0" x 8' 0" 4.27 x 2.44 m
Splash zone	25' 0" x 25' 0" 7.62 x 7.62 m



Cat Tail Spray

The **Cat Tail Spray** is a themed product that emits water from the top of a tall, slender, slightly flexible stainless steel tube with cat tail themed attachment. The user can wiggle the feature to project water in any direction.



Flow Range	10 to 20 GPM 37.85 to 75.71 LPM
Size	10' 0" x 0' 2" 3.05 x .05 m
Splash zone	10' 0" Diameter 3.05 m Diameter



Water Logs

The **Water Logs** is a structure that emits water from top of pipe structures and fills three (3) water troughs. When troughs get top heavy they will randomly tip water onto users below.



Flow Range	30 to 45 GPM 113.56 to 170.34 LPM
Size	10' 6" x 6' 0" 3.23 x 1.83 m
Splash zone	20' 0" Diameter 6.09 m Diameter



Tot Flower Spout

The **Tot Flower Spout** is a themed product that emits a multiple stream effect from a bent pipe with sun flower themed attachment onto users below. This small scale structure is a great activity for early age children.



Flow Range	3 to 5 GPM 11.35 to 18.93 LPM
Size	2' 6" x 0' 3" .79 x .09 m
Splash zone	6' 0" x 4' 0" 1.83 x 1.22 m



Water Bug Fan Spray

The **Water Bug Fan Spray** is a structure that emits two sheeting fan water effect from a 12" diameter cap.



Flow Range	10 to 20 GPM 37.85 to 75.71 LPM
Size	0' 12" Diameter .30 m Diameter
Splash zone	10' 0" x 6' 0" 3.05 x 1.83 m



Stream Jet

The **Stream Jet** is a ground spray element that emits a single stream of water upward. The feature flow rates can be adjusted to increase or decrease the spray height. The Stream Jet is designed for wet deck applications with no standing water.



Maximum flow	10 GPM 37.85 LPM
Standard flow	5 GPM 18.93 LPM
Minimum flow	1 GPM 3.78 LPM
Size	5' 0" x 0" 3 1/2" 1.52 x .106 m
Splash zone	8' 0" Diameter 2.44 m Diameter



Arch Jet

The **Arch Jet** is a ground spray element that emits a single stream of water arching outward. The feature flow rates can be adjusted to increase or decrease the spray height and projection. The Arch jet is designed for wet deck applications with no standing water.

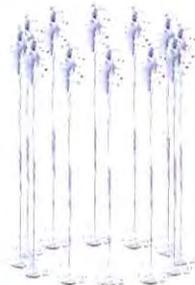


Maximum flow	10 GPM 37.85 LPM
Standard flow	5 GPM 18.93 LPM
Minimum flow	1 GPM 3.78 LPM
Size	5' 0" x 3' 6" 1.52 x 1.1 m
Splash zone	8' 0" x 5' 0" 2.44 x 1.52 m



Mini Upward Spray Ring

The **Mini Upward Spray Ring** is a ground spray element that emits twelve (12) vertical streams of water from a 3ft diameter ring. The feature flow rates can be adjusted to increase or decrease the spray height of the streams. The Upward Spray Ring is designed for wet deck applications with no standing water.



Maximum flow	120 GPM 454.25 LPM
Standard flow	60 GPM 227.12 LPM
Minimum flow	12 GPM 45.42 LPM
Size	5' 0" x 3' 0" 1.52 x .914 m
Splash zone	15' 0" Diameter 4.57 m Diameter



Junior Geyser

The **Junior Geyser** is a ground spray element that emits a medium bodied, aerated mound of water. The feature flow rates can be adjusted to increase or decrease geyser height and volume. The Junior Geyser is designed for wet deck applications with no standing water.



Flow Range	10 to 15 GPM 37.85 to 56.78 LPM
Size	3' 0" x 0' 9¼" .914 x .28 m
Splash zone	6' 0" Diameter 1.83 m Diameter

Water Gator



The **Water Gator** is a themed structure that emits multiple fine sprays of water from an arched bar with an alligator head attachment to users within.



Flow range	10 GPM 37.85 LPM
Size	11' 0" x 7' 0" 3.35 x 2.13 m
Splash zone	12' 0" x 14' 0" 3.66 x 4.27 m

Mechanical overview for: **Gautier SPLASH PAD**

System type:

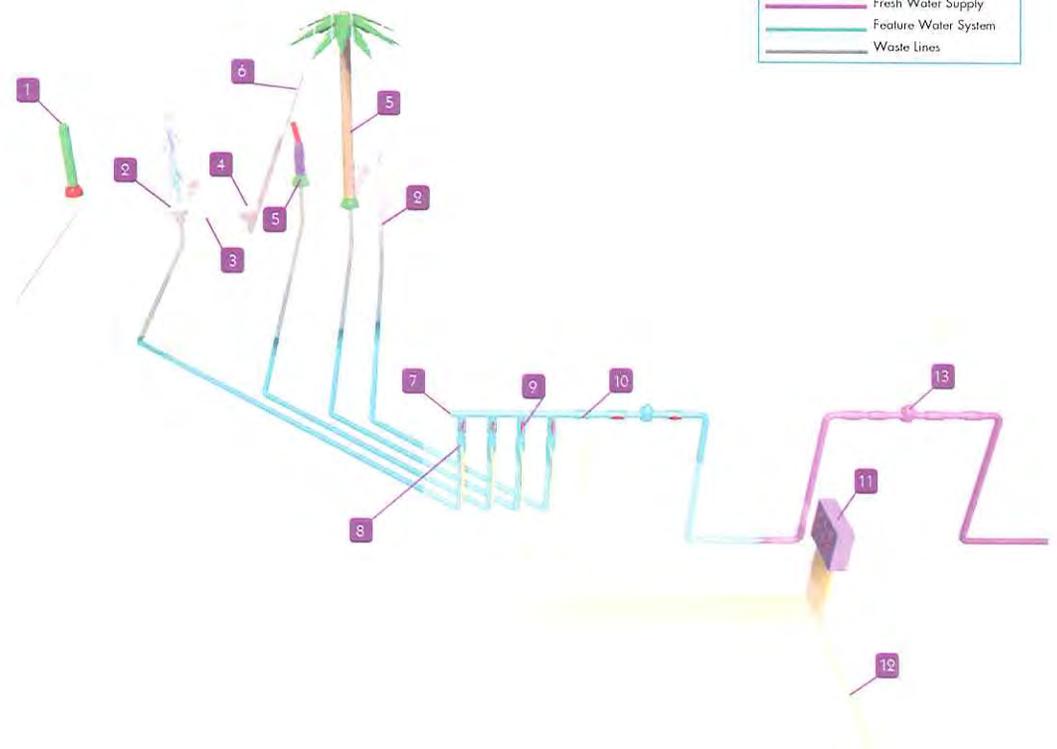
City Water System

ARC City Water System Overview

ARC's city water systems are an alternative to recirculation systems when splash pads are in a controlled environment with limited usage times or when systems and selected water play elements are designed for minimum water consumption. City water systems are a cost effective approach for a splash pad project when water consumption issues are not a concern. Water reclamation may be routed to a retention pond & used as means of irrigation.

Legend

	Electrical/Control Wiring
	Fresh Water Supply
	Feature Water System
	Waste Lines



1 Activation Bollard

Touch post activator

2 Ground Spray

Flush spray feature with various nozzle effects

3 Embed Pod Drain

Drain to waste to eliminate standing water in ground spray pod

4 Drain to Waste Outlet

Main drain to collect all splash pad water to waste

5 Water Play Structures

Above grade spray feature with various water activities

6 Drain Line to Waste

Take waste water to storm sewer system or retention pond

7 Distribution Manifold

Pre-plumbed, pre-fabricated with winterization blow-out-port

8 Solenoid Valves

Optional on each feature line for sequencing of events

9 Manual Valves

Manually control each spray feature's spray height & distance

10 Main Solenoid Valve

On/Off control for splash pad main water supply

11 System Control Panel

Controls operational hours, duration of time, sequencing of events, & on/off controls.

12 Main Power Supply

Typically 120V, Single Phase, 60 Hz power feed

13 Main Water Supply

Municipal water supply with pressure regulator (20 to 30 PSI) & back-flow preventer

* Optional Equipment

Above or below grade equipment enclosures & water re-purpose reservoir

The fun is in the water

Quote for: **Gautier**

	Water Play Features	Unit Sale Price	Final Sale Price	Water Play Features Total
1	Water Logs	\$15,460.00	\$15,460.00	\$111,540.00
1	Misting Palm	\$7,200.00	\$7,200.00	
4	Cat Tail Spray	\$5,400.00	\$21,600.00	
1	Sand Hill Crane Spout – SS	\$7,850.00	\$7,850.00	
1	Water Gator – SS	\$7,800.00	\$7,800.00	
1	Crescent Duo I – SS	\$13,250.00	\$13,250.00	
1	Creativi-Tree II – SS	\$28,500.00	\$28,500.00	
1	Water Bug Fan Spray	\$890.00	\$890.00	
1	Tot Flower Spout – SS	\$2,100.00	\$2,100.00	
7	Stream Jet	\$195.00	\$1,365.00	
5	Arch Jet	\$195.00	\$975.00	
2	Junior Geyser	\$1,300.00	\$2,600.00	
1	Mini Upward Spray Ring	\$1,950.00	\$1,950.00	

Water play feature design notes:

- All above water play features are to be the standard product of Aquatic Recreation Company (ARC).
- All above ground structures are flange mounted to concrete pad.
- All above ground features are offered in the following colors: Red, Orange, Yellow, Green, Blue, Purple, Brown, & White.
- All ground spray features are imbed and installed prior to concrete being poured."

Quote for: **Gautier**

Mechanical System

Domestic Water System:

Mechanical System Total
\$27,125

1 Activation Bollard

To consist of a stainless steel activation bollard with touch sensor that will signal control panel to activate feature supply system for set duration of time. ARC Model ACT-BP

1 Control Panel - Sequencing

To be a UL listed control panel consisting of a programmable control system that will set hours of operation, sequencing of water play elements and activate water flow through a touch censored Activation Bollard.

2 Drainage Box

To consist of a fiberglass drainage box with grate top.

1 Distribution Manifold - 29 Valves Sequencing

To consist of a stainless steel pre-plumbed distribution manifold with electric solenoid valves for sequencing of water play elements and manual valves for on/off of water supply and for adjusting and distributing water flows to water play elements.

1 Aboveground Mechanical Enclosure

To consist of a fiberglass reinforced plastic or metal structure with hinged access panels mounted on a concrete pad. Above ground equipment enclosures can house the control panel and water distribution manifold. Enclosure is vented to allow for air movement and lower screened drainage openings allow for water drainage.

Quote for: **Gautier**

General Conditions

***Terms of payment are 25% down with order and balance due prior to shipment.**

***Proposal is subject to the attached terms and conditions.**

***Proposal and pricing valid for 30 days.**

- * This proposal and pricing is based on our interpretation of the sections of the RFP or specification that have been made available to us. Exceptions have been noted where ever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. ARC reserves the right to reject any order based on differences in pricing. ARC reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time an order is tendered.
- * ARC will not initiate work with out a fully executed contract or purchase order. Fabrication will not be initiated until complete submittal approvals have been received.
- * Submittals will be provided within two-three weeks of receipt of a fully executed contract or purchase order.
- * The proposed equipment can generally be shipped within 6-8 weeks after receipt of completely approved submittals. Lead time will be updated at the time of order execution.
- * Sales tax is not included in the prices quoted. All applicable Federal, State and Local sales or use taxes must be paid by the customer.

If you have any questions or comments concerning this information, please call 952-345-6440.

Thank you for the opportunity to bid on this project.

Quote for: **Gautier**

- DESIGN CONCEPT
- PRODUCT SELECTION
- MECHANICAL OVERVIEW
- PRICING**
- SPECIFICATIONS

Pricing Summary

Total Price for Equipment and Services as described above:

Equipment & Services Total

\$142,317

FOB Eden Prairie Freight:

\$3,113

Optional Services:

~~System Startup and Training~~ *MM* Add:

ARC to provide (1) factory direct technician for (1) day of system startup, balancing, and owner training.

~~\$4,719~~ *MM*

***ARC offers on-site supervision and startup services at additional costs.**

Quote for: **Gautier**

Acceptance of Proposal

Proposal #**15164**
May, 2015

Client name:
Company:
Address:

Final contract amount \$ 145,430.00

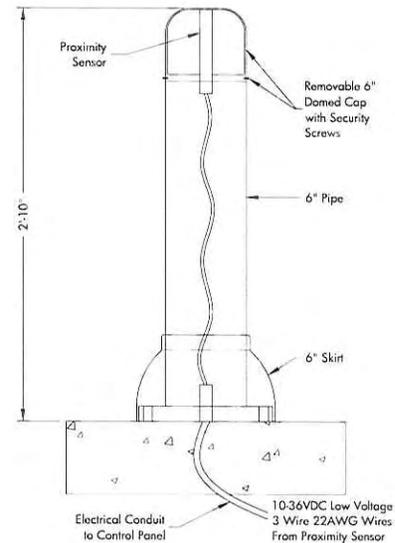
Client authorized signature _____ Date _____

Please print name _____

The signing of this proposal hereby authorizes the client's acceptance of the above work as described.
The client has read, understands and agrees with the terms and conditions of this proposal.

Thank You, from the ARC team.

Specifications for: MECHANICAL COMPONENTS



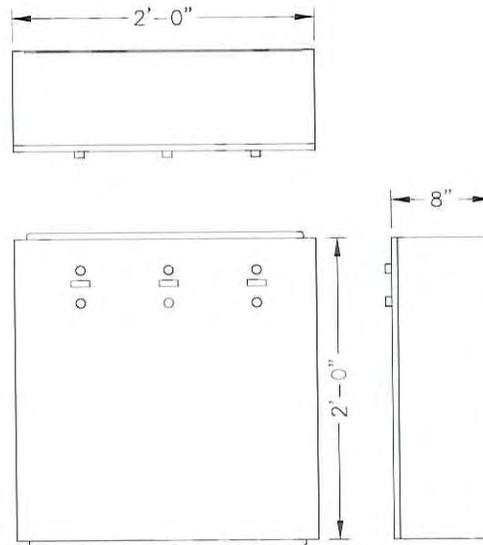
Activation Bollard

Activation Bollard is a structure that has a low voltage proximity sensor within the cap of the bollard. When patrons touch the top of the bollard a signal will go to the control panel to activate water flow. Activation bollards are used to turn on/off entire splash pad features or designed zoned areas.

May consist of:

- Stainless steel or structural plastic 6" diameter structure with 150 lb mounting flange
- Mounting hardware
- Touch sensor proximity sensor
- Removable domed cap with security screws
- 6" base skirt

Specifications for: **MECHANICAL COMPONENTS**



Control Panel



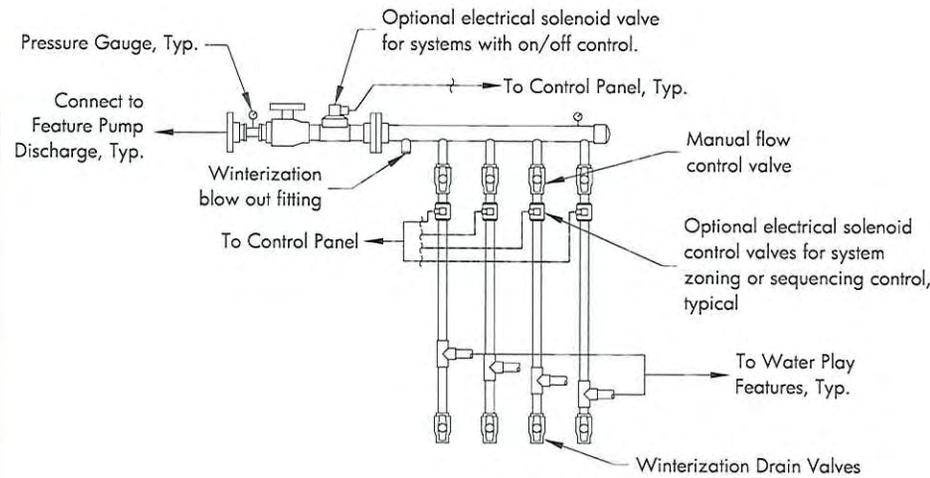
Control Panels are used to control simple on/off operations of water play activities or incorporate operation interface Programmable Logic Controller, (PLC), to create splash pad zoning or sequencing activities.

All control panels to be U.L. listed and may incorporate the following:

- Pump(s) motor starters
- GFCI circuit breakers
- Time clock controls to set hours of operation and set duration time of activated devices
- VFD pump controls
- Flow switch controls
- Pressure transducer controls
- Power feeds to manifold distribution solenoid valves
- Activation Bollard relay switches
- Chemical treatment system power feed
- Vault internal electrical distribution
- Waste valve box relay & power feed
- Water heater relay
- All NEMA rated components
- NEMA 4 enclosure

*All control panels are designed for specific project needs and require the following GFI protected power supplies:
 230/460V/3PH./60HZ and 120V/Single Phase/60HZ

Specifications for: MECHANICAL COMPONENTS



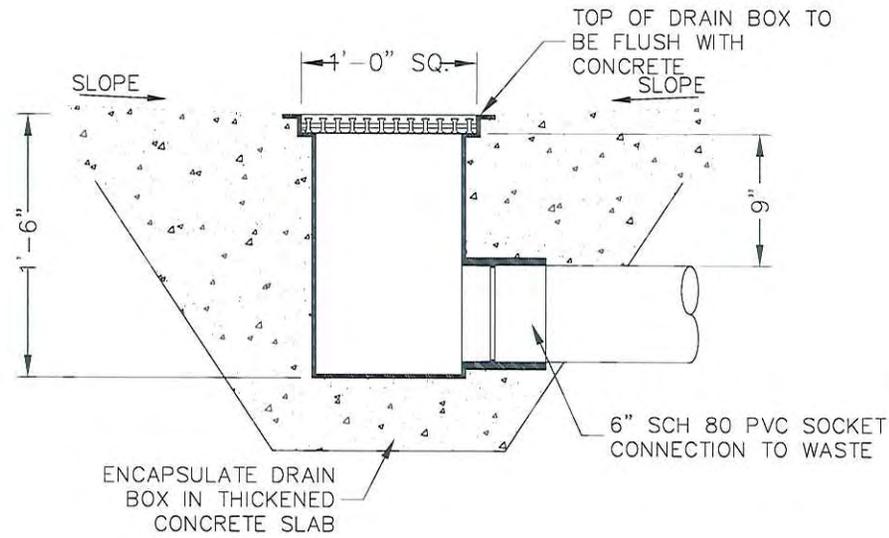
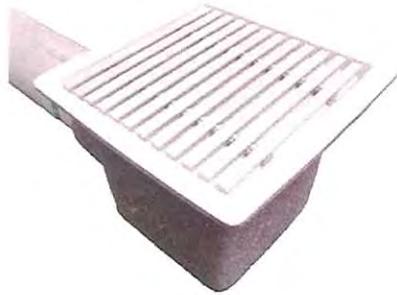
Distribution Manifold

Distribution Manifolds are pre-plumbed water delivery systems from feature pumping system to water play features. Standard distribution manifolds consist of manual flow control valves that regulate water flow levels to each water element for on/off control systems. When creating water play zones or sequencing water play activities, standard distribution manifolds can be upgraded with electric valves or solenoid valves.

May consist of:

- Available in Stainless Steel or Schedule 80 Gas Welded PVC prefabricated manifold
- Manual flow control valves
- Electrical solenoid valves
- Winterization blow out
- Pressure gauge

Specifications for: **MECHANICAL COMPONENTS**



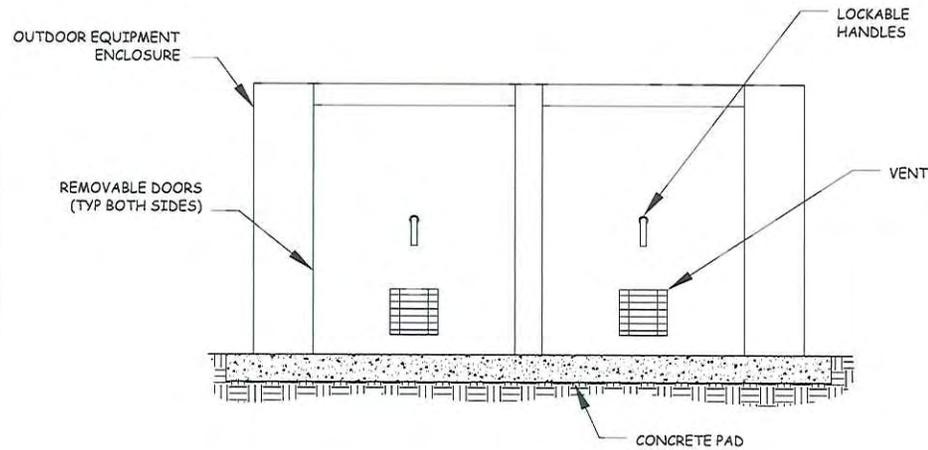
Drain Box Fiberglass

Drain Box to consist of 18 inch fiberglass sump for collection of splash pad water to water to waste or retainage area.

May Consist of:

- 18 inch sump
- Removable grate cover
- Foot friendly grate, flush mounted

Specifications for: MECHANICAL COMPONENTS



Equipment Enclosure

Equipment Enclosure to be a safe, lockable enclosure that will be directly mounted to a concrete support pad next to water play area.

May consist of:

- Above ground mechanical system.
- Lockable access doors for servicing equipment systems.
- Must be installed on a concrete support pad (by others) with stainless steel anchorage hardware



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
SDS 12-0395, P.O. Box 86
MINNEAPOLIS, MN 55486-0395
763-972-3391 800-328-0035
Fax: 763-972-3185

BID

August 5, 2015
DATE

CONTACT: Purchasing Agent, Cindy Steen
PHONE: 228-497-8000
EMAIL: csteen@gautier-ms.gov

SHIP TO: City of Gautier

BILL TO: Please Advise

Destination _____
F.O.B. _____
FREIGHT Prepaid Collect

To be determined.
TERMS (Subject To Credit Approval By LSI)
Lead time 4 weeks ARO.
SHIPPING TIME

Equipment Pricing Good for 60 days from Date of Proposal
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
City of Gautier - Splash Pad Surfacing Material Only						
1975 sf		Aqua Flex Non-Porous, Total system height 3/8 inch Includes, pebbles, binder, and shipping	1			\$ 28,945.00

*SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE
ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER
RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.*

Total Weight -
SUBTOTAL MATERIAL \$ 28,945.00

ACCEPTED BY CUSTOMER _____

PRINT NAME _____

8/5/15

PROPOSED BY LSI REPRESENTATIVE _____

DATE

Max Maxwell _____

PRINT NAME

INSTALLATION	Not included
SHIPPING & HANDLING	N/A
Lump sum pricing	\$ 28,945.00

Terms and Conditions:

- Terms:
1. Price quoted includes only materials and shipping - Any difference in final SF will be reflected in the final price.
 2. Pebble Flex is only installed horizontal surfaces
 3. Concrete must cure for 28 days prior to installation of Aquaflex.
 4. Aquaflex has a 72 hour cure time before any traffic is allowed on it.
 5. Security of site during cure time is the responsibility of the owner.
 4. Aquaflex pebbles must be installed by a certified Landscape Structures installer to validate the warranty.

16C.06 ACQUISITIONS.

Subdivision 1. **Publication requirements.** Notices of solicitations for acquisitions estimated to be more than \$25,000, or \$100,000 in the case of a Department of Transportation acquisition, must be publicized in a manner designated by the commissioner. To the extent practical, this must include posting on a state Web site.

Subd. 2. **Solicitation process.** (a) A formal solicitation must be used to acquire all goods, service contracts, and utilities estimated at or more than \$50,000, or in the case of a Department of Transportation solicitation, at or more than \$100,000, unless otherwise provided for. All formal responses must be sealed when they are received and must be opened in public at the hour stated in the solicitation. Formal responses must be authenticated by the responder in a manner specified by the commissioner.

(b) An informal solicitation may be used to acquire all goods, service contracts, and utilities that are estimated at less than \$50,000, or in the case of a Department of Transportation solicitation, at or less than \$100,000. The number of vendors required to receive solicitations may be determined by the commissioner. Informal responses must be authenticated by the responder in a manner specified by the commissioner.

Subd. 3. [Repealed, 2001 c 202 s 21]

Subd. 3a. **Information in bids and proposals.** Data relating to bids and proposals are governed by section 13.591.

Subd. 4. **Multiple awards.** The commissioner may award a contract to more than one vendor if, in the opinion of the commissioner, it is in the best interest of the state.

Subd. 5. **State as responder.** The head of an agency, in consultation with the requesting agency and the commissioner, may respond to a solicitation or request if the goods and services meet the needs of the requesting agency and provide the state with the best value. When an agency responds to a solicitation, all work product relating to the response is classified by section 13.591, subdivision 4.

Subd. 6. **Awards.** Awards must be based on best value, which includes an evaluation of price, and may include other considerations including, but not limited to, environmental considerations, quality, and vendor performance. If criteria other than price are used, the solicitation document must state the relative importance of price and other factors.

Subd. 7. **Other states with resident preference.** Acquisition of goods and services must be awarded according to the provisions of this chapter except that a resident vendor shall be allowed a preference over a nonresident vendor from a state that gives or requires a preference

State of Mississippi

BOARD OF CONTRACTORS

LANDSCAPE STRUCTURES INC.
601 7th STREET SOUTH
DELANO, MN 55328

is duly registered and entitled to perform
PLAYGROUND EQUIPMENT



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 9 day of Oct., 2014

CERTIFICATE OF RESPONSIBILITY
No. 15739-SC
Expires Oct. 8, 2015

Thomas H. Kline
CHAIRMAN OF THE BOARD

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

ORDER NUMBER 204-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Teri Gautier, owner of Gulf Commercial Group (GPC Case No. 15-11-HO) at 2603 Guillotteville Road to continue with the Home Occupation Permit based on the recommendation by the Gautier Planning Commission that no additional Home Occupation Permit is required because She already has one is hereby authorized.

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

Motion was made by **Councilman Colledge**, 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 October 20, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager

From: Chandra Nicholson, Economic Development & Planning Director

Date: October 9, 2015

Subject: Home Occupation Permit for the Gulf Commercial Group at 2603 Guillotville Road (GPC Case No. 15-11-HO)

REQUEST:

The Economic Development and Planning Department has received a request from Teri Gautier, owner of Gulf Commercial Group for a Home Occupation Permit that would allow a Home Office for the export of medical equipment, supplies, and products in a Low Density Single-Family Residential (R-1) Zoning District at 2603 Guillotville Road, PID #82502100.050. The application fee of \$100 was paid on August 14, 2015 and verified complete August 18, 2015.

DISCUSSION:

Staff has attached a Staff Report with detailed project analysis. The Planning Commission held a public hearing on October 1, 2015 to consider the request and through Findings of Facts determined that no Home Occupation Permit is needed for the new proposed business, since an existing business with a Home Office already operates on site.

RECOMMENDATION:

The City Council may:

1. Approve that staff draft/issue a Home Occupation Permit; or
2. Deny the Home Occupation Permit; or
3. Adopt the recommendation of the Planning Commission that no Home Occupation Permit is needed.

ATTACHMENTS:

1. GPC Minute Excerpt
2. GPC Staff Report with Back Up

Excerpt from October 1, 2015 Gautier Planning Commission Meeting

REQUEST FOR A HOME OCCUPATION PERMIT TO ALLOW A HOME OFFICE FOR PHONE/COMPUTER WORK AND LOCATION FOR COURIER PACKAGES IN A LOW DENSITY SINGLE FAMILY RESIDENTIAL (R-1) ZONING DISTRICT, TO BE HELD AT 2603 GUILLOTTEVILLE ROAD (TERI GAUTIER, OWNER) (GPC CASE #15-11-HO).

Chairman Dailey made the motion that there is no additional Home Occupancy Permit necessary. The Home Office is existing for GPC# 44, that a privilege license has been maintained per the Unified Development Ordinance requirements for the existing Home Office, there is testimony that there will not and has not been any expansion, extension or change to the Home Office function, Staff findings is that this Home Office has not and will not affect traffic and that this existing Home Office should be covered under the existing Home Occupation Permit.

Vice Chairperson Walters seconded the motion and the following vote was recorded:

AYES: **Larry Dailey**
 Sandra Walters
 Kay C. Jamison
 J. J. Fletcher
 Phil Torjusen

NAYS: **None**

ABSENT: **Jimmy Green**
 Anthony York

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 1, 2015

GPC #15-11-HO

2603 Guillotville Road: Home Occupation

Gulf Commercial Group

VII. NEW BUSINESS

A. QUASI-JUDICIAL

1. REQUEST FOR A HOME OCCUPATION PERMIT TO ALLOW A HOME OFFICE FOR PHONE/COMPUTER WORK AND LOCATION FOR COURIER PACKAGES IN A LOW DENSITY SINGLE FAMILY RESIDENTIAL (R-1) ZONING DISTRICT, TO BE HELD AT 2603 GUILLOTTEVILLE ROAD (TERI GAUTIER, OWNER) (GPC CASE #15-11-HO)

QUASI-JUDICIAL PROCEDURES

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

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Chandra Nicholson, Economic Development & Planning Director

Date: September 25, 2015

Subject: Home Occupation Permit to allow a Home Office in a Low Density Single-Family Residential (R-1) Zoning District to be held at 2603 Guillotteville Road (GPC #15-11-HO)

REQUEST:

The Economic Development and Planning Department has received a request from Teri Gautier, owner of Gulf Commercial Group for a Home Occupation Permit that would allow a Home Office in a Low Density Single-Family Residential (R-1) Zoning District at 2603 Guillotteville Road, PID #82502100.050. The application fee of \$100 was paid on August 14, 2015 and verified complete August 18, 2015.

BACKGROUND:

The requested property is zoned Low Density Single-Family Residential (R-1).

1. Location: 2601/2603 Guillotteville Road (See Exhibit A)
Principal Arterial: MS State Highway 90
2. General features of the proposed project:
Residential Home with multiple accessory structures on site
Site Size: 6.65 Acres
Year Building Constructed (Home): 1940
3. Potable Water and Wastewater Services: Existing from City.
4. Current Zoning: R-1 Low Density Single-Family Residential.
6. Current Surrounding Zoning (See Exhibit B): I-2 Industrial to the north; R-1 Low Density Single-Family Residential to the east, west, and south.
7. Current Surrounding Existing Land Use (See Exhibit C): Industrial to the north; Vacant/Very Low to Low Density Residential to the east and west; and Very Low to Low Density Residential to the south.

8. Comprehensive Plan Future Land Use Designation (See Exhibit D): Industrial to the north; Low Density Residential to the south; and Very Low Density Residential to the east and west.

DISCUSSION:

The applicant received a Home Occupation in 2001 by the Gautier City Council to conduct two Home Occupations in an accessory structure adjacent to the primary residence. One of the businesses was a jelly production business and the other was a pharmaceutical export business (See Exhibit 2). The applicant currently desires to operate a business named “Gulf Commercial Group” described by the applicant as “the export of medical equipment, supplies and products”.

History

According to the applicant, the accessory structure was constructed to house the two original home occupations based on a Special Exception and a Conditional Use. The two commercial businesses were conducted in the accessory structure until 2013. In 2013, the pharmaceutical export business was moved to Sunplex and the Privilege License and Home Occupation Permit lapsed. The jelly production businesses has continued to operate.

It is not typical to have two addresses assigned to one lot, but the primary residence address is 2601 Guillotteville Road and the accessory structure’s address is 2603 Guillotteville Road. The City’s records reflect both of these addresses.

During Staff’s review of the appropriateness of the request, the October 2000 Planning Commission’s meeting minutes were reviewed. The applicant’s original application requested a Special Exception in order to build a commercial accessory structure in an R-1 Single Family Residential Zone, for the stated jelly and pharmaceutical export businesses. The GPC determined that the proposed accessory structure exceeded the dimension regulations of the R-1 District, and so changed the consideration from a Special Exception to a Condition Use Permit, in order to grant the larger accessory structure. The Conditional Use stipulated that the businesses would be allowable under a Conditional Use Permit provided that the businesses continued to operate under the home occupation provisions allowed in an R-1 Zoning District (See October 2000 GPC minutes).

The City Council minutes reflect approval of a Home Occupation. There is no approval in meeting minutes for a Conditional Use Permit or Special Exception (See attached minutes).

Compatibility

During the in-house hearing for a new Home Occupation permit, one citizen objection was received related to increased traffic. (See Exhibit E)

The property directly across the street (Guillotteville Road) is zoned Industrial. Staff anticipates that the proposed use will not impose any additional traffic from the use as approved in 2001.

Home Occupations are not allowable in accessory structures, pursuant to the 2009 Unified Development Ordinance. Increases in traffic are also not permissible.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Home Occupation as an occupation carried on in a residential dwelling unit by the resident thereof; provided that the use is limited, incidental and secondary to the residential use of the building. A Home Occupation Permit is non-transferable to future residents.
2. Home Occupation Permits require an in-house hearing and may be approved at staff level if no objections are received. Should there be objections to any Home Occupation request, the application will then be sent to Planning Commission and City Council for review/public hearing/approval.

RECOMMENDATION & CONCLUSION:

The Planning Commission should make a finding-of-fact whether the proposed Home Occupation, described as a commercial export business, is permissible within the R-1 District, and therefore whether the Home Occupation request is appropriate for approval. The GPC should further consider whether the request will be harmonious with surroundings.

The Planning Commission may:

1. Recommend that City Council approve the Home Occupation Permit; or
2. Recommend that City Council deny the Home Occupation Permit.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. Applicant's Exhibit 2 – Previous Conditional Use Approval
3. City's Exhibit A – Location Map
4. City's Exhibit B – Existing Zoning Map
5. City's Exhibit C – Existing Land Use Map
6. City's Exhibit D – Future Land Use Map
7. City's Exhibit E – Written Objections Received
8. City's Exhibit F – Photos
9. City's Exhibit G – Home Occupation Regulation (UDO)

**CITY OF GAUTIER
HOME OCCUPATION PERMIT
GPC CASE NO. 15-11-HO**

Teri Gautier dba (Gulf Commercial Group)

REGARDING PARCEL ID NO: 82502100.050

The City of Gautier City Council, at its regular meeting held on October 20, 2015, considered the application for a Home Occupation Permit for a home offices as submitted by Teri Gautier, representative for Gulf Commercial Group. The parcel subject to this Permit is located at 2603 Guillotteville Road, Gautier, Mississippi, 39553. After due public notice, the City Council, having considered the recommendation by the Planning Commission, application, testimony and exhibits presented by the applicant, the report of the City Staff and all other relevant testimony, exhibits and other evidence, pursuant to applicable provisions of the City's Unified Development Ordinance, hereby approves the Home Occupation Permit as follows:

1. This proposed Home Occupation is consistent with the goals, objectives and policies of the City's Comprehensive Plan.
2. This proposed Home Occupation is consistent with the character of the immediate vicinity of the proposed use.
3. The proposed use, classified as a home office, is permitted as a Home Occupation.
4. Therefore, the City Council accepts the recommendation of the Planning Commission and approves the application submitted on August 14, 2015 for a Home Occupation Permit.
7. The Gautier Planning Commission recommended approval of this Home Occupation Permit on October 1, 2015.
8. The City Council adopted this Home Occupation Permit on a recorded vote of _____ ayes to _____ nays to approve the application of Gulf Commercial Group, located at 2603 Guillotteville Road., in Gautier, Mississippi, and identified as Jackson County Parcel No. 82502100.050.

October 20, 2015
Date of Issuance

Attest:

Gordon Gollott, Mayor
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

Cindy Russell
City Clerk

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

HOME OCCUPATION APPLICATION

Hearing Number

GPC 15-11-HO

TYPE OF REQUEST:		FEE:
Home Occupation	✓	\$100.00

Name of Applicant: TERI GAUTIER

Name of Business: GULF COMMERCIAL GROUP

Address: 2603 GUILLOTTEVILLE RD Mailing Address (if different): P.O. Box 145

Email Address: gautier.inc@mindspring.com

Phone: 228-497-6896 Cell Phone: 228-324-1156

Reason for request, location and intended use of Property: Business startup.

Home occupation permit with conditional use on file;

ATTACHMENTS REQUIRED AS APPLICABLE: office for phone/computer work and location for courier packages.

- N/A 1. Diagram showing dimensions of home and dimensions of area to be used for home occupation.
- ✓ 2. Legal description and street address.
- ✓ 3. A detailed project narrative.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Any other information requested by the Economic Development/Planning Director.
- N/A 6. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: Teri Gautier

FOR OFFICE USE ONLY

Date Received 8/14/15 Verify as Complete 8/18/15

Fee Amount Received 100.00

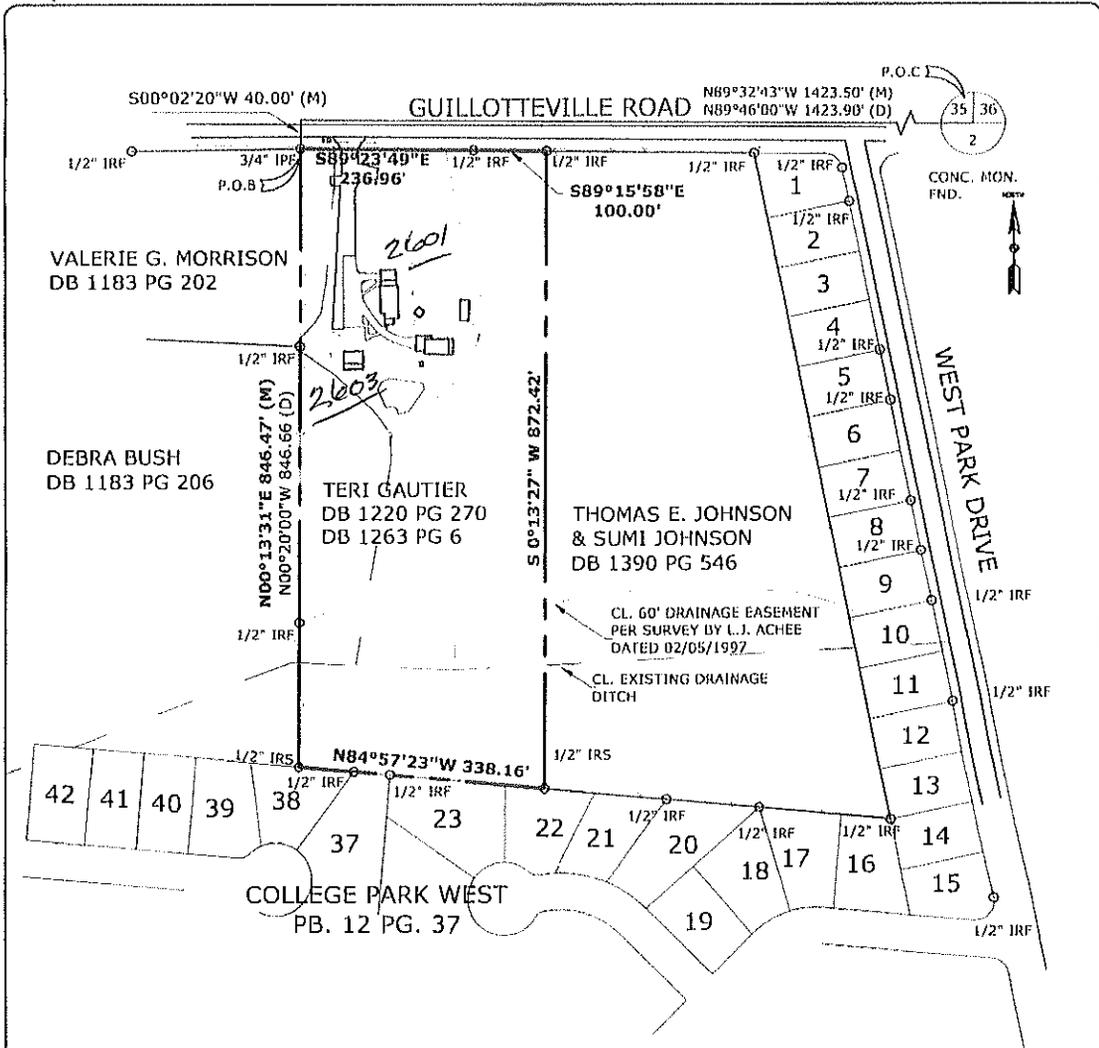
Initials of Employee Receiving Application RM

To get best quality, follow... Four oriented... Um optimale Qualität zu erzielen, folgen...

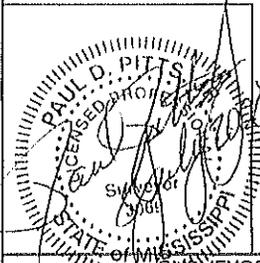


Fri Sep 25 2015 08:18:46 AM

© Copyright 2009 Jackson County.



- NOTES:**
1. Date of Class B Survey: 04/16/2007
 2. A Property Description of even date herewith accompanies this Plat of Survey.
 3. The Basis of Bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.999953733 and a convergence angle of 00 degrees 05 minutes 30 seconds.
 4. Reference Material: DB 400, Pg. 587, DB 602, Pg. 409, DB 750, Pg. 106, DB 761, Pg. 487, DB 992, Pg. 411, DB 1183, Pg. 202, DB 1183, Pg. 206, DB 1186, Pg. 591, DB 1220, Pg. 270, DB 1288, Pg. 413, DB 1390, Pg. 546, DB 1456, Pg. 881, PB 12, Pg. 37
 5. This Survey was prepared without the benefit of a Title Search.



SURVEYOR'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF JACKSON

We, Compton Engineering Inc., Consulting Engineers do hereby certify that we have surveyed, computed and plotted the property shown hereon located in Fractional Section 2, Township 8 South, Range 6 West, Jackson County, Mississippi.

Witness our signature on this, the 8th day of July, 2008.

Paul D. Pitts Jr.
Paul D. Pitts Jr.
PS No. 3069

6.6489 ACRE TRACT
LOCATED IN FRACTIONAL SECTION 2, TOWNSHIP 8
SOUTH, RANGE 7 WEST, JACKSON
COUNTY, MISSISSIPPI

SCALE: 1" = 200' JOB #: 207-004.012 DWG. BY: JDL/PDP



COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
1706 Convent Avenue
Pascagoula, Mississippi 39567
Phone: (228) 762-3970 Fax: (228) 769-9079
E-mail: compton@comptonengineering.com

S:\w-Projects\2007\207-004-Plat Misc. Survey, Work\012 Tom Gaudier - 2603 Guillotteville Rd., Gaudier, MS\Drawings\207-004-012 Survey-2.dwg, 7/8/2008 5:10:22 PM

2601 GUILLOTTEVILLE ROAD, GAULTIER, MS
- 2603

PROPERTY DESCRIPTION

Being a tract of land situated in Fractional Section 2, Township 8 South, Range 7 West, Jackson County, Mississippi, and being a portion of that land conveyed to Thomas E. Johnson and Sumi Johnson, as recorded in Deed Book 1220, Page 546, Deed Records, Jackson County, Mississippi; and also all of that tract of land conveyed to Teri Gautier as recorded in Deed Book 1263, Page 6, Deed Records, Jackson County, Mississippi, and being more particularly described as follows:

Commencing at a concrete monument found at the southwest corner of Section 36, the southeast corner of Section 35, Township 7 South, Range 8 West, and being on the north line of Fraction Section 2, Township 8 South, Range 7 West;

Thence, along the north line of said Section 2, North 89 degrees 32 minutes 43 seconds West a distance of 1,423.50 feet, to a point for corner;

Thence, South 00 degrees 02 minutes 20 seconds West a distance of 40.00 feet, to a 3/4 inch iron pipe found for the northwest corner of said Gautier tract, same being on the south right-of-way line of Guillotteville Road and being the Point of Beginning of the herein described tract;

Thence, along said south right-of-way line, South 89 degrees 23 minutes 49 seconds East a distance of 236.96 feet, to a 1/2 inch iron rod found for the corner;

Thence, along said south right-of-way line, south 89 degrees 15 minutes 58 seconds east a distance of 100.00 feet, to a 1/2 inch iron rod found for the northeast corner of said Gautier tract;

Thence, along the east line of said Gautier tract, South 00 degrees 13 minutes 27 seconds West a distance of 872.42 feet, to a 1/2 iron rod set on a north line of College Park West Addition, as recorder in Plat Book 12, Page 37, Plat Records, Jackson County, Mississippi;

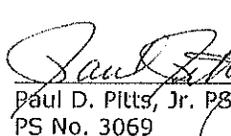
Thence, along said north line, North 84 degrees 57 minutes 23 seconds West a distance of 338.16 feet, to a 1/2 inch iron rod set for the southeast corner of tract of land conveyed to Debra Bush, as recorded in Deed Book 1183, Page 206, Deed Records, Jackson County, Mississippi;

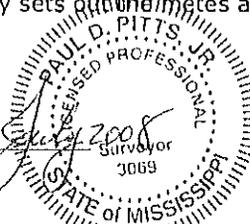
Thence, along the east line of said Bush tract and the east line of a tract conveyed to Valerie G. Morrison, as recorder in Deed Book 1183, Page 202, Deed Records, Jackson County, Mississippi, North 00 degrees 13 minutes 31 seconds East a distance of 846.47 feet, to the Point of Beginning and containing 5.6515 acres of land.

The Basis of Bearings for this survey is the Mississippi state Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.999953733 and a convergence angle of 00 degrees 05 minutes 30 seconds.

(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the forgoing description accurately sets out the metes and bounds of the easement tract described.


Paul D. Pitts, Jr. PS
PS No. 3069



Teri Gautier
Gulf Commercial Group
2603 Guillotteville Road
Gautier, MS 39553
Tel: 228-497-6896
Cell: 228-324-1156

August 14, 2015

TO: City of Gautier, Economic Development

RE: Business Description

Gulf Commercial Group (GCG) is a sole proprietorship, owned and directed by Teri Gautier.

The office location will be at 2603 Guillotteville Road, Gautier, MS. This location is on the same property as the primary residence, 2601 Guillotteville Road, Gautier, MS. The City of Gautier Planning Commission approved a conditional use to the Home Occupation permit at 2601 Guillotteville Road, which allows the office space to be located in the separate building with the approved and recognized address 2603 Guillotteville Road. [GPC#00044, Minutes dated October 2000; official letter dated 01/04/2001]

The company will provide business services in sales and regulatory matters to manufacturers that require assistance in completing foreign government registration of medical equipment, supplies, and products; and, logistics support to supply the products to countries outside of the United States.

The primary NAICS code is 541611.

GCG is not required to have a wholesale license as products will not be purchased and sold. The services provided by GCG are outsourced by the manufacturers. The manufacturer will maintain ownership of the product and will sell and ship directly to the end user in the foreign country.

GCG is not required to have a MS Sales & Use Tax Certificate as products will not be purchased and sold in the state of MS.

Please contact me with questions or if further information is required.

Thank you and best regards,



Teri Gautier
Executive Director



APPLICATION FOR PRIVILEGE LICENSE

(Read Instructions Below Before Completing This Application)
MUST BE SIGNED AND RETURNED WITH REMITTANCE

City of Gautier
 Attn: Tax Collector
 3330 Highway 90
 Gautier, MS 39553-5124

License Listed
 Hereon is Due _____
 and must be paid on or before last day of same
 month to avoid penalty charges.

Application is hereby made for Privilege License, to be issued in the name of:

Gulf Commercial Group
P.O. Box 145 / 2603 GALLINOTTEVILLE RD.
GAUTIER, MS 39553
 Telephone No.: *228-497-6896*

Please check whether business is one of the
 following:
 Individual Partnership
 Corporation Other

If business is a partnership, the names of each partner are:

TO ENGAGE IN BUSINESS UNDER THE TRADE NAME OF

at _____

In the following occupation	Code Number	Amount Due
<i>Business Services; exp.</i>		\$
<i>CIPC # 00044; OCT 2000</i>		\$

official letter #104/2001
 Number of Employees 1

True Value of Inventory \$ 0

Sales Tax Number: _____

If home office address is different from that provided above, the full name and address is:

Name: _____
 Street or Box No.: _____
 City: _____ State: _____ Zip: _____

I hereby certify that all information given on this application for the purpose of securing Privilege License, and determining the amount due, is true and correct.

Print Name: TERI GAUTIER
 Signature: *Teri Gautier*

If partnership or corporation, give official title of person making application.

THIS SPACE FOR USE BY TAX COLLECTOR
 Renewal _____ New _____ Name Change _____
 If new license, or change in name, previous license in name of _____
 License No.: _____

INSTRUCTIONS TO APPLICANT

May be detached and retained for future reference.

The above application is required under Section 203, Chapter 137, and Privilege License Laws of 1944. Positively no license will be issued without a properly executed application, which the Tax Collector is required to keep on file for three (3) years.

License issued for one (1) year expires on the FIRST DAY of the month issued regardless of the day of original issue, and new license MUST be obtained no later than last day of same month to avoid delinquency. Mailing remittance on the last day of month is not sufficient. It must be mailed in time for license to be issued within month due.

An initial penalty of ten percent (10%), and thereafter a penalty of one percent (1%) per month for each month or part thereof during which the tax remains delinquent.

Application must be accompanied by proper remittance payable to CITY OF GAUTIER. If payment is made by mail, address City Tax Collector, 3330 Hwy. 90, Gautier, MS 39553-5124, and place in mail in time for it to be delivered before the last day of month in which due.

You may call (228) 497-8000 for further assistance.

It is Your Responsibility to See That You Pay The Proper License on Time. A Deputy Collector Will not Make a Personal Call to Collect Unless License is Delinquent.



City of Gautier

PLANNING DEPARTMENT

3330 Highway 90
Gautier, MS 39559-5124
Phone (228) 497-1878
Fax (228) 497-8028

PLANNING DIRECTOR
Ralph Hode

January 24, 2001

Teri Gautier
2601 Guillotteville Road
Gautier, MS 39553

Re: GPC Number 00044
Permit for Home Occupation
Pharmaceutical Business - Mail Order Only

Dear Mrs. Gautier,

We are pleased to advise you that the above referenced permit has been approved by the City of Gautier. A copy of the Planning Commission minutes regarding the conditions by which approval was granted is attached. Please feel free to contact our office in the event you have further questions concerning the permit.

Please be advised also that we have assigned an address of 2603 for the guest house/home business on the existing lot. As you are aware, in the event the businesses outgrow the planned structure it is authorized as a guest house. As such the structure is not to be used as rental property or for any use that would be in conflict with Municipal regulations governing single family residential uses of property.

On behalf of the City we wish you much success in this endeavor. If we may be of other service do not hesitate to contact us.

Sincerely,


Ralph E. Hode
Community Services Director

File: P:\...letters.01\013

PLMMAS01 TAXCY PRIVILEGE LICENSE APPLICATION PLWMAS01/M5
 Acct. 660 Business Owner *ADDENDUM* Total 33.00
 Name PHARMACEUTICAL TRADE SERVICES, PHARMACEUTICAL TRADE SERVICES,
 Address INC. INC.
 City, St, Zip GAUTIER MS 39553 GAUTIER MS 39553

Mail to Bus or Own Q (O/B) WARNING - BUSINESS IS INACTIVE Active N (Y/N)
 Business Location 2603 GUILLOTTEVILLE RD. Renewal Month 7
 Previous DBA Name _____
 Business Phone 228-497-6896 Type of Business
 Judicial District - PHARMACEUTICAL WHOLESALE
 Tax District (SHIP ORDERS OUT-NO INVENTORY)
 State Sales Tax No. 030153480
 Zoning Permit No. _____
 Landroll PPIN _____
 Landroll Parcel No. _____
 Business Code No. _____
 Pers Property PPIN _____
 Pers Property Parcel _____
 Transient Business N (Y/N) Added 3 29 2007 VENEICE
 Section Desc Chgd 7 8 2013 LSH
 ENTER-CONTINUE F10-ADDENDUM F24-EXIT

PLMMAS01 TAXCY
660

MASTER RECORD ADDENDUM
PHARMACEUTICAL TRADE SERVICES,

PLWMAS14/M5

NO LONGER IN BUSINESS IN GAUTIER...MARKING ACCOUNT INACTIVE
AS OF 7-8-13 PER OWNER. LSH

ENTER-RETURN F24-RETURN

D. GPC #00046 TOMMY MARTIN - CONDITIONAL USE

VI. NEW BUSINESS

VII. OLD BUSINESS

VIII. RECESS UNTIL OCTOBER 19, 2000 AT 6:00 PM

=====

PUBLIC COMMENTS (OTHER THAN LISTED AGENDA ITEMS)

There were no public comments.

=====

PUBLIC AGENDA:

A. GPC #00-043 STANLEY WESTLAND - VARIANCE

This request was forwarded to the Jackson County Planning Department due to appeal to annexation proposal.

B. GPC #00044 TERI GAUTIER - HOME OCCUPATION

There came before the Planning Commission a request from Teri Gautier for a Home Occupation permit that would authorize the export sales of pharmaceuticals in association with a previously approved home occupation at 2601 Gulllotteville Road.

It was the finding of the Commission that the applicant proposed to replace an existing 1100 square foot accessory structure that had been approved under GPC #94-040 in January of 1995 for a Mayhaw Jelly home business. The proposal included the construction of a new 950 square foot structure that would be used to house the Mayhaw production facility as well as the requested pharmaceutical export business. Further, the applicant proposed to build the new structure in such a manner that it could be used as a guest house if and when the businesses became too large to remain in a residential environment.

The Commission noted that the proposed was an extension of an existing home occupation; but, that the construction of a building that would/could potentially serve as a guest house would exceed the allowable size of guest houses as defined by the City Zoning Ordinances. As a result, the Commission proposed to consider the case as a conditional use permit that would allow both businesses as well as a future guest house on the condition that neither be used for rental purposes and on the condition that the

businesses remain in compliance with those regulations that governed home businesses in a residential zone.

Commissioners determined that the hearing had been properly advertised, that there were no objections from neighboring residents, that the previously approved business had continued to operate within the guidelines of home occupations as defined in the City Zoning ordinance, and the proposed would not have a negative impact on the character of the neighborhood.

On a motion by Bob Myers for approval and a second by Wayne Swauncy the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
Larry Moran	Kathy Johnson	Al Hammond	
Wayne Swauncy			
Don Johnson			
Lamar Davis			
Bob Myers			

C. GPC #00042 TOMMY & SUZANNE MARTIN - CONDITIONAL USE

There came before the Planning Commission a request from Tommy and Suzanne Martin for a conditional use permit that would authorize the installation of a used car sales lot to be located adjacent to and in association with an existing pawn shop, contractors office and doctors office at 5118 Gautier Vancleave Road.

It was the finding of the Commission that the hearing had been properly advertised, that there were no objections to the request, and that the proposed vehicle sales lot was to be an extension of and integral to the existing pawn shop. It was also the finding of the Commission that the proposed was an extension of an existing facility and that it would neither change the character of the neighborhood nor negatively impact the existing use of adjoining properties.

On a motion by Lamar Davis for approval and a second by Bob Myers the following vote was recorded:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAINED</u>
Larry Moran		Al Hammond	
Wayne Swauncy			

Commissioners Present:

Larry Moran, Chairman
Wayne Swauncy
Kathy Johnson
Don Johnson
Lamar Davis
Bob Myers

Staff Present:

Ralph Hode
Babs Hackett

FINDINGS:

There came before the Planning Commission a request from Tommy and Suzanne Martin for a conditional use permit that would authorize the installation of a used car sales lot to be located adjacent to and in association with an existing pawn shop, contractors office and doctors office at 5118 Gautier Vandervee Road. It was the finding of the Commission that the hearing had been properly advertised, that there were no objections to the request, and that the proposed vehicle sales lot was to be an extension of and integral to the existing pawn shop. Further, it was the finding of the Commission that the proposed was an extension of an existing facility and that it would neither change the character of neighborhood nor negatively impact the existing use of adjoining properties.

BOARD RECOMMENDATIONS

On a motion by Mr. Davis for approval and a second by Mr. Myers the following vote was recorded.

AYES	NAYS	ABSENT	ABSTAINED
Larry Moran			
Wayne Swauncy			
Kathy Johnson			
Don Johnson			
Lamar Davis			
Bob Myers			

Submitted by: /s/ Ralph E. Hode
Ralph E. Hode

Date: 10/9/00

file: P:\...Windfact.00\gpc00.042



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

ORDER NO. 16-2001

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Planning Commission recommendation to approve GPC00-044/Teri Gautier-Home Occupation permit for expanded home business to include export sales of pharmaceuticals is hereby authorized.

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

Motion was made by Taylor, seconded by Phillips, and the following vote was recorded:

AYES: Charles A. Keith

Ken Taylor

Johnny Jones

Hurley Ray Guillotte

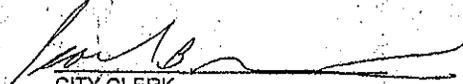
James T. Savage

Bernard Phillips

NAYS: NONE

Charles A. Keith
MAYOR

ATTEST:


CITY CLERK

PASSED AND ADOPTED at the October 17, 2000, Meeting of the Mayor and Council of the City of Gautier, Mississippi.

FINDINGS OF FACT
GAUTIER PLANNING COMMISSION

Case Number: GPC - 00-044

Applicant: Teri Gautier

Hearing Description: Home Occupation permit for expanded home business to include export sales of pharmaceuticals.

Hearing Date: October 5, 2000

Commissioners Present:

Larry Moran, Chairman

Wayne Swauncy

Kathy Johnson

Don Johnson

Lamar Davis

Bob Myers

Staff Present:

Ralph Hode

Babs Hackett

FINDINGS:

There came before the Planning Commission a request from Teri Gautier for a Home Occupation permit that would authorize the export sales of pharmaceuticals in association with a previously approved home occupation. It was the finding of the Commission that the applicant proposed to replace an existing 1100 square foot accessory structure that had been approved under GPC #94-040 in January of 1995 for a Mayhaw Jelly home business. The proposal included the construction with a new 950 square foot structure that would be used to house the Mayhaw production facility as well as the requested pharmaceutical export business. Further, the applicant proposed to build the new structure in such a manner that it could be used as a guest house if and when the businesses became too large to remain in a residential environment.

Further, it was the finding of the Commission that the proposed was an extension of an existing home occupation; but, that the construction of a building that would/could potentially serve as a guest house would exceed the allowable size of guest houses as defined by the City Zoning Ordinances. As a result, the Commission proposed to consider the case as a conditional use permit that would allow both businesses as well as a future guest house on the condition that neither be used for rental purposes and on the condition that the businesses remain in compliance with those regulations that governed home businesses in a residential zone.

Commissioners determined that the hearing had been properly advertised; that there was no objection from neighboring residents, that the previously approved business had continued to operate within the guidelines of home occupations as defined in the City Zoning ordinance, and the proposed would not negative impact the character of the neighborhood.

BOARD RECOMMENDATIONS

On a motion by Mr. Myers for approval and a second by Mr. Swauncy the following vote was recorded.

AYES	NAYS	ABSENT	ABSTAINED
Larry Moran	Kathy Johnson		
Wayne Swauncy			
Don Johnson			
Lamar Davis			
Bob Myers			

Submitted by: /s/Ralph E. Hode
Ralph E. Hode

Date: 10-9-00

file: P:\...mindfact.00\gpc00.044

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

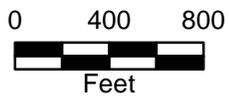
ORDER NO. 17-2001

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a Minolta Digital Copier/Di620 from Uni-Copy in the amount of \$12,735.00, under state contract number 5-6000-02246, is hereby authorized.

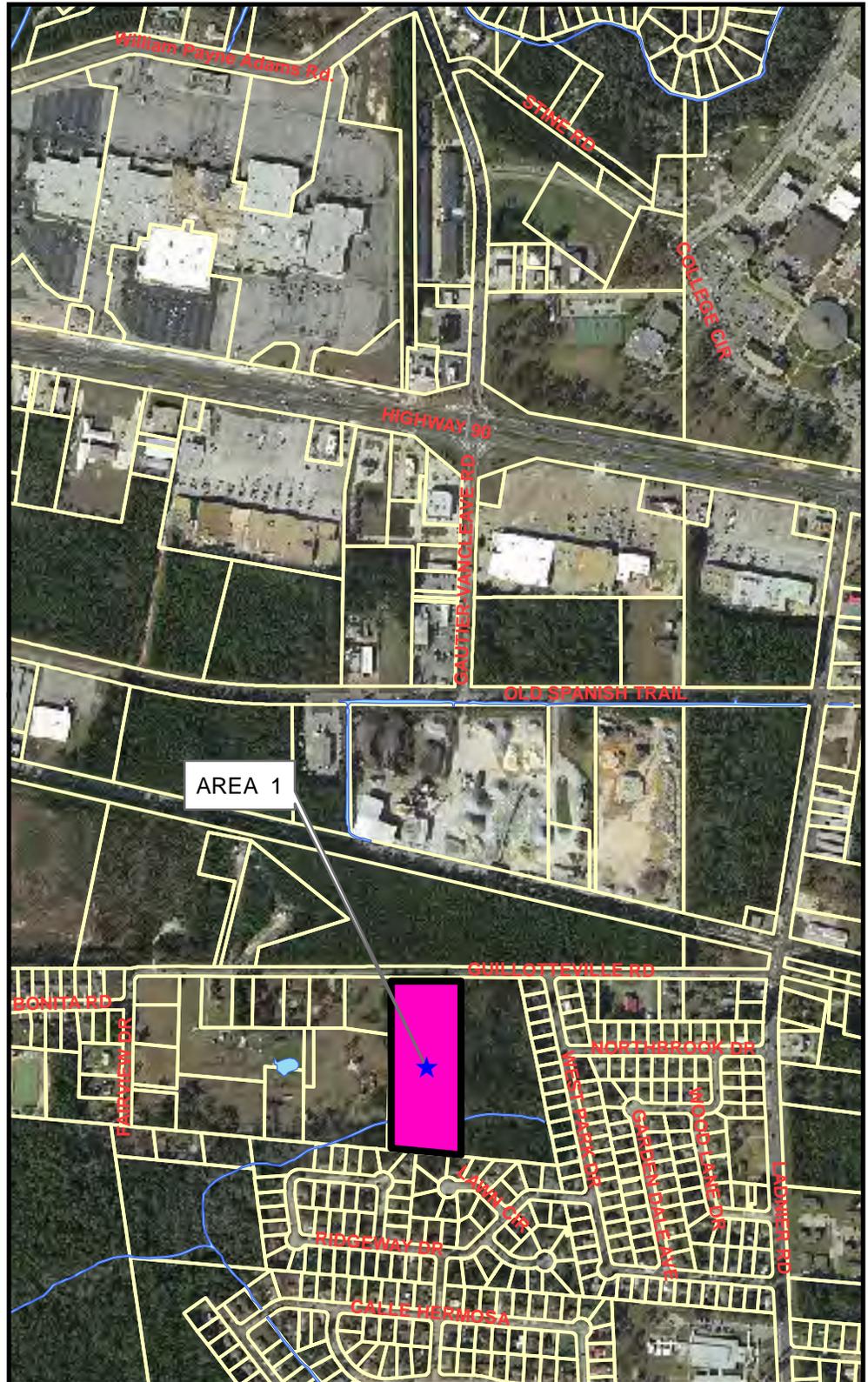
IT IS FURTHER ORDERED that the acquisition be accomplished through lease/purchase from Merchant & Marine Bank at 6.0% during a 36 month period for a monthly note of \$389.12.

Location Map
2603 Guillotteville Road
Home Occupation

City Of Gautier
Economic Development/Planning

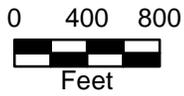


Prepared by the
City of Gautier
Planning Division



Existing Zoning Map

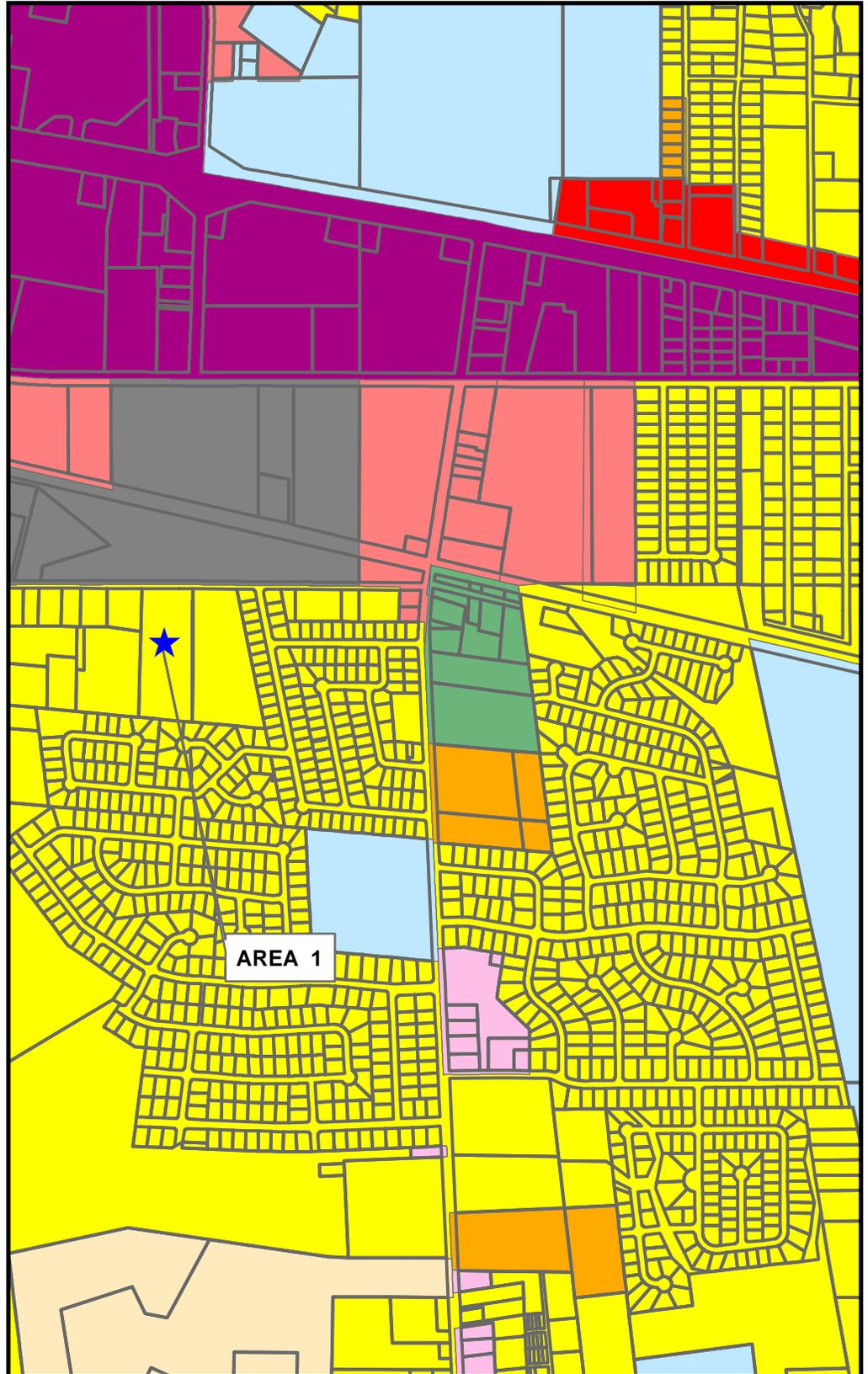
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
Planning Division

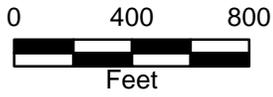
Legend

-  AG Agricultural
-  PL Public/Semi-Public
-  PUD Planned Unit Development
-  R-1 Low Density Residential
-  R-2 Multi-Family Residential
-  R-3 Mobile Home District
-  MUM
-  TC
-  MURC-1
-  MURC-2
-  MURC-MW
-  C-1 Neighborhood Commercial
-  C-2 Community Commercial
-  C-3 Highway Commercial
-  I-2 Industrial



Existing Land Use Map

City Of Gautier
Economic Development/Planning

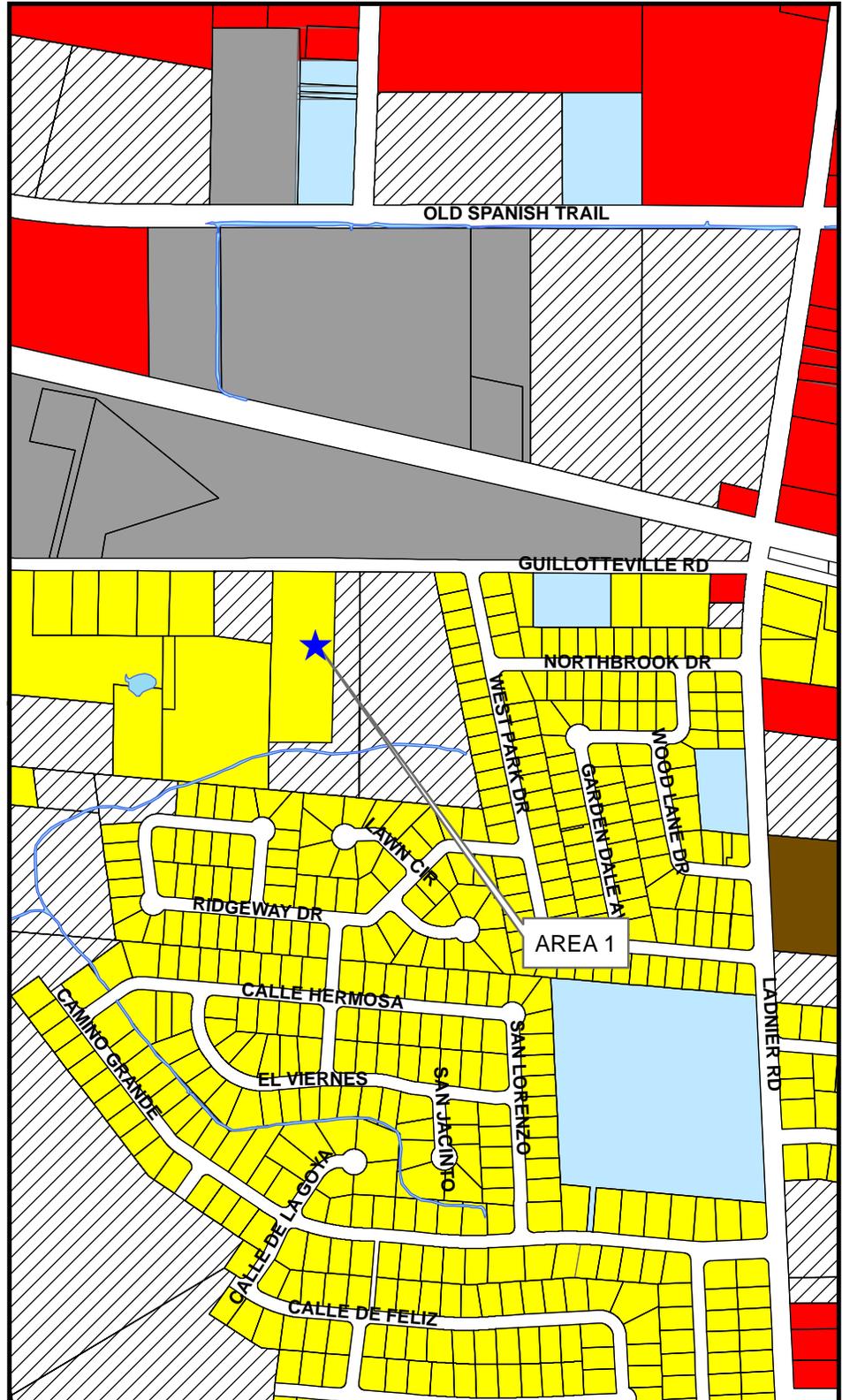


Prepared by the
City of Gautier
Planning Division

Legend

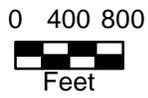
EXISTING LAND USE

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



Future Land Use Map

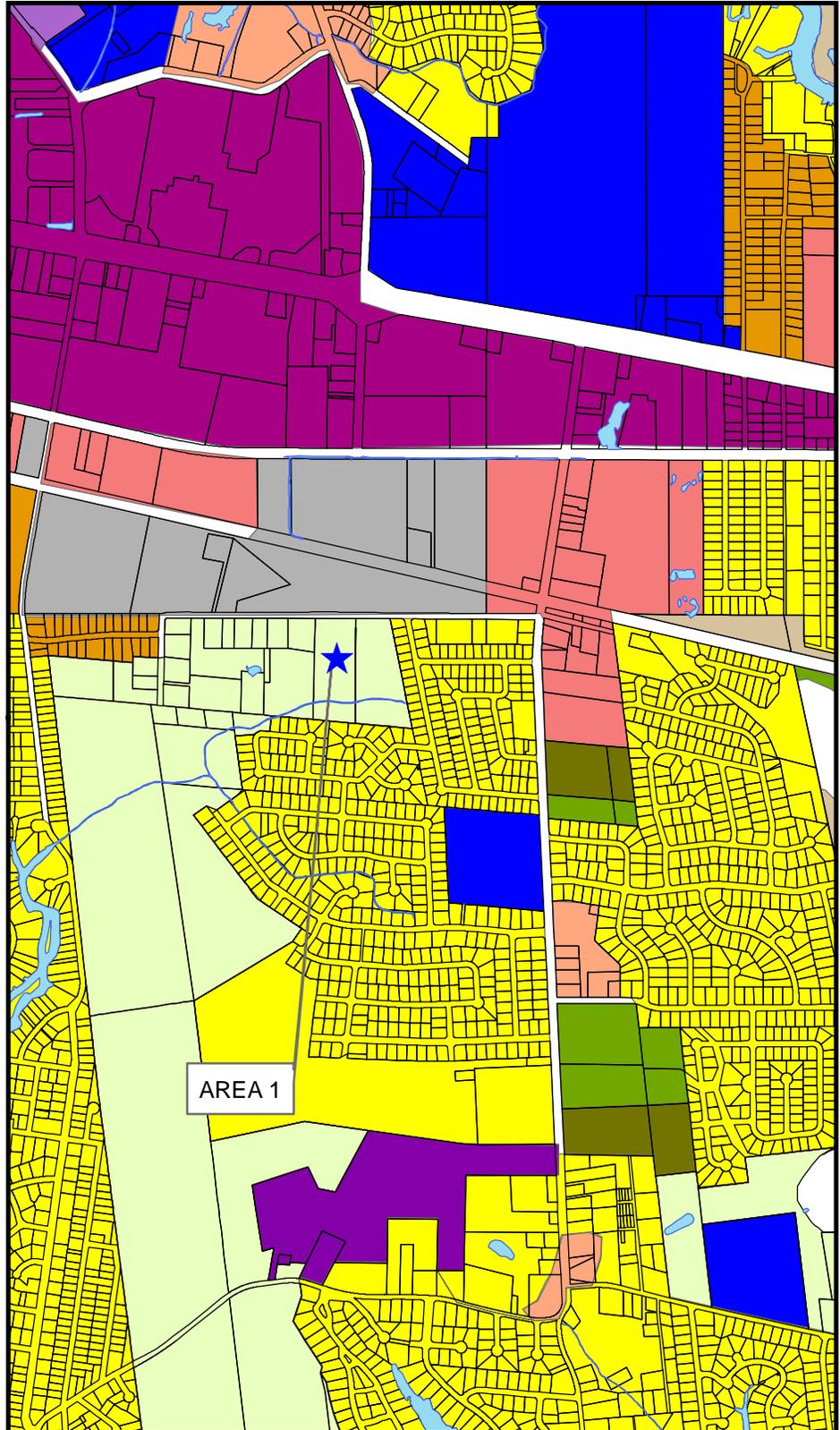
City Of Gautier
Economic Development/Planning



Prepared by the
City of Gautier
Planning Division

Legend

-  Civic
-  High Impact Commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  Low Impact Commercial
-  Recreational
-  Recreational Commercial
-  Regional Scale Commercial
-  Mixed Use Residential
-  Town Center
-  Very Low Density Residential



From: [Chandra Nicholson](#)
To: "Sophia"
Subject: RE: GPC#15-11-HO : REJECT
Date: Friday, September 11, 2015 12:40:00 PM

Thank you! I just wanted to make sure.

From: Sophia [mailto:rhodes2423@aol.com]
Sent: Friday, September 11, 2015 12:27 PM
To: <cnicholson@gautier-ms.gov> <cnicholson@gautier-ms.gov>
Subject: Re: GPC#15-11-HO : REJECT

Chandra that wasn't me. I only object because of the increased traffic and activity in a already congested area.

Sent from my iPhone

On Sep 11, 2015, at 10:24 AM, "Chandra Nicholson" <cnicholson@gautier-ms.gov> wrote:

Ms. Rhodes,

We received a phone call later in the afternoon the day we received this e-mail. The lady was calling about this case and wanted more information. She ultimately said she did not have an objection to the case. It was a bad connection and I did not get her name. Was that by any chance you that had called.

I'm just trying to see if you still had objections to this case. If we have objections, we send the case to Planning Commission. Thanks for your time, Chandra

From: Chandra Nicholson [mailto:cnicholson@gautier-ms.gov]
Sent: Friday, August 21, 2015 2:29 PM
To: 'Sophia Rhodes' <rhodes2423@aol.com>
Subject: RE: GPC#15-11-HO : REJECT

Thank you so much for taking the time to give your input. We will take your comments under advisement.

From: Sophia Rhodes [mailto:rhodes2423@aol.com]
Sent: Friday, August 21, 2015 2:23 PM
To: cnicholson@gautier-ms.gov
Subject: GPC#15-11-HO : REJECT

To whom it concerns:

This sounds like a business. This route is used by a large number of people in Gautier and abroad. The increased business activity will create additional traffic, traffic congestion and

more unwanted people in the neighborhood, I vote to reject this permit. Thank you.





SECTION 6.7 Regulations for Home Occupations

6.7.1 General Regulations

A home occupation is a gainful occupation conducted in a dwelling unit, for which an annual privilege license must be issued and that:

- A.** No stock in trade or commodity shall be sold on the premises.
- B.** There shall be no employment of help other than members of the resident family.
- C.** Not more than twenty (20) percent of the heated and cooled square footage area of the dwelling unit not to exceed five hundred (500) square feet shall be used in conducting the home occupation.
- D.** There shall be no change in the outside appearance of the building or premises, no outdoor storage of anything, or any other visible evidence of the conduct of such home occupation other than one sign in accordance with regulations of Article not exceeding one non-illuminated sign no larger than one (1) square foot, mounted flush against the principal building.
- E.** No home occupation shall be conducted in any accessory building.
- F.** No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be off the street and other than in the required front yard.
- G.** No equipment or process shall be used in such home occupation which increases noise, vibration, glare, fumes, odors, or electrical interference to adjoining properties.
- H.** The ED Director of shall periodically examine all businesses operating under a home occupation permit to determine if they are maintained in compliance with regulations set forth herein. The ED Director of is authorized to notify any business found to not be in compliance to cease operations and to revoke said permits.

6.7.2 Home Occupations Permitted

The following occupations, subject to the requirements of the above section, may be permitted as home occupations:

- A.** Artist, sculptor, author
- B.** Catering Service when they are a part of operator's residence
- C.** Computer programming and word processing
- D.** Cooking and preserving
- E.** Dressmaker, seamstress, tailor, interior decorator
- F.** Home office
- G.** Instructional Studio, Private. Teaching, including tutoring, musical instruction or dancing, but limited to one pupil per teacher at any given time
- H.** Private Professional Office
- I.** Telephone answering service

- J. Any other similar use which the ED Director determines is compatible. The ED Director may elect to take any Home Occupation request to the Planning Commission for consideration.

6.7.3 Prohibited Home Occupations

The following are not permitted as home occupations:

- A. Animal hospitals or animal rescue operations
- B. Child Care Facilities including kindergartens
- C. Convalescent homes
- D. Repair Shops requiring outside or major repair to equipment and/or vehicles
- E. Coffee Shops, restaurants or any facility serving beverages or food to the public.
- F. Boarding House

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

ORDER NUMBER 205-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the registration fees in the amount of \$75.00 per person and hotel accommodations in the amount of \$109.00 per night (per person) for Mayor Gordon Gollott and Councilwoman At Large Mary Martin to attend the 2015 Small Town Conference scheduled for October 14 – 15, 2015 in Starkville, Mississippi (Nunc Pro Tunc) are hereby authorized.

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

Motion was made by **Councilman Vaughan** seconded by **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 October 20, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: October 9, 2015
Subject: Authorization to Register Mayor Gollott and Councilwoman-at-Large Mary Martin to attend the 2015 Small Town Conference October 14-15, 2015 in Starkville Mississippi (Nunc Pro Tunc).

REQUEST:

City Council authorization is requested to register Mayor Gollott and Councilwoman-at-Large Mary Martin to attend the 2015 Small Town Conference on October 14-15, 2015 in Starkville, Mississippi (Nunc Pro Tunc).

BACKGROUND:

MML is the official non-profit private organization of cities and towns of Mississippi. The MML lobbies the State and Federal legislatures, provides education for Municipal Elected Officials, provides technical support, represents Municipalities with public and private entities, and is a networking media for Municipal Members.

The MS Municipal League has greatly enhanced and improved education efforts with the implementation of the Small Town Conference, which keeps our City Official abreast on Educational Tracks such as Cleaning Private Property, Local Government Management, Grants and General tracks that cover a variety of topics that will assist local leaders as they make decisions that benefit our community.

Registration for member will be \$75.00 per person and hotel accommodations with a two night stay will be \$109.00 per night.

RECOMMENDATION:

Based on the request, City staff recommends that City Council authorize (Nunc Pro Tunc) the registration of Mayor Gollott and Councilwoman-at-large Mary Martin to attend the 2015 Small Town Conference to be held in Starkville Mississippi on October 14-15, 2015.

ATTACHMENT(S):

Registration Form for the 2015 Small Town Conference



MISSISSIPPI MUNICIPAL LEAGUE

2015 Small Town Conference

OCTOBER 14-15, 2015 • THE MILL • STARKVILLE, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Mary Martin Title Councilwoman At Large

City/Organization City of Gautier

Address 3330 Highway 90 City Gautier State MS Zip 39553

Phone 228-497-8000 ext. 302 Fax 228-497-8028

Cell Phone 228-217-2792 E-mail councilwomanatlarge@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 9/28/15)

- \$75 Member/Associate Member
- \$25 Guest/Spouse Fee
(Covers all meal events)

Guest Name _____

Late Registration

(After 9/28/15)

- \$85 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

- \$85 Non-Member Registration Fee
No Early Discount for non-members

Please return completed registration form and payment to the MML office:
600 East Amite Street, Suite 104
Jackson, Mississippi 39201
601-353-5854 / 800-325-7641
Fax 601-353-6980 / 601-353-0435
www.mmlonline.com

facebook.com/msmunicipalleague
@mmlonline

Small Town Conference Hotels

Comfort Suites

Single or Double.....\$109/night
For reservations call 662-324-9595
Ask for MS Municipal League Block

Hampton Inn

Single or Double.....\$109/night
For reservations call 662-324-1333
Ask for MS Municipal League Block

Hilton Garden Inn

Single or Double.....\$109/night
For reservations call 662-615-9664
Ask for MS Municipal League Block

LaQuinta Inn & Suites

Single or Double.....\$109/night
For reservations call 662-270-4100
Ask for MS Municipal League Block

Holiday Inn Express

Single or Double.....\$109/night
For reservations call 662-324-0076
Use Group Code "MML"

Hotel Chester

Run of House.....\$109/night
For reservations call 662-323-5005
Ask for MS Municipal League Block

Method of Payment

Check # _____

We accept the following credit cards

- VISA
- MC
- Discover

To make a payment using one of these cards, please contact the MML Office at 601-353-5854.

4715-6215-4900-3003

All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed.



MISSISSIPPI MUNICIPAL LEAGUE

2015 Small Town Conference

OCTOBER 14-15, 2015 • THE MILL • STARKVILLE, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name Gordon Golloft Title Mayor

City/Organization City of Gautier

Address 3330 Highway 90 City Gautier State MS Zip 39553

Phone 228-491-8000 ext. 302 Fax 228-491-8028

Cell Phone 228-238-2691 E-mail mayor@gautier-ms.gov

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 9/28/15)

\$75 Member/Associate Member

\$25 Guest/Spouse Fee
(Covers all meal events)

Guest Name _____

Late Registration

(After 9/28/15)

\$85 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

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4715-6215 4900-3003

11/16
All on-site payments must be made with debit or credit cards only. No cash or check purchases will be allowed.

TRANSMISSION VERIFICATION REPORT

TIME : 09/04/2015 11:01
NAME :
FAX :
TEL :
SER.# : U62700D1N335314

DATE, TIME	09/04 11:00
FAX NO./NAME	716013536980231
DURATION	00:00:42
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

THE MML GRATEFULLY ACKNOWLEDGES OUR SMALL TOWN CONFERENCE SPONSORS

Platinum Level



Gold Level

City of Starkville	Mississippi Power
Cook Coggin Engineers, Inc.	Precision Concrete Cutting of Louisiana & Mississippi
Covington Sales & Service, Inc.	Southern Corrosion, Inc.
Hawk Scada Systems	Starkville Convention & Visitors Bureau
Jones Walker, LLP	The Policy Center

Educational Tracks

TRACK 1 Cleaning Private Property

These sessions will cover each step of the cleaning private property process.

TRACK 2 Local Government Management

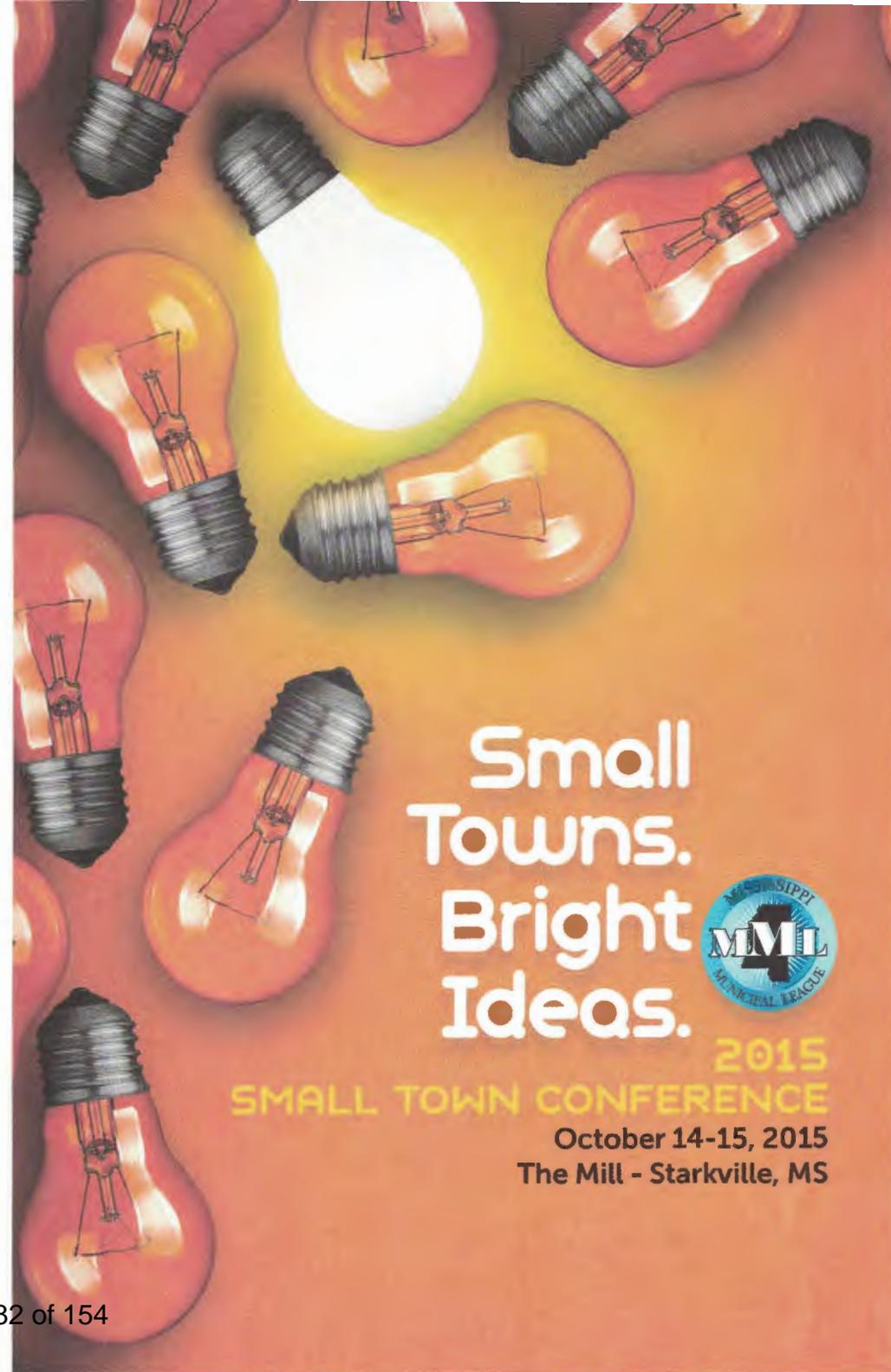
Attendees of this track will learn ways to better perform their duties and manage their municipality more efficiently.

TRACK 3 Grants

These sessions will provide attendees with information regarding where to find municipal grants and how to get them.

TRACK 4 General

These sessions cover a variety of topics that will assist local leaders as they make decisions that benefit their community.



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

ORDER NUMBER 206-2015

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

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

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

AYES: **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 October 20, 2015.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA UTILITIES	160025	10/20/2015	10/02/2015			29.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		1698585	09/29/2015			9.29
	001-161-630	SOUTH FIRE STN		1698765	09/29/2015			19.84
001	SECURE NETWORKS LLC	160026	10/20/2015	10/02/2015			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	NOV 2015 NETWORK SERVICES		2522	09/14/2015			2,280.00
001	TEC	160027	10/20/2015	10/02/2015			109.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		835403	10/01/2015			109.69
001	STEINER SAW & MOWER	160028	10/20/2015	10/02/2015			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	BRACKET CONTROL: SCAG #6		714440	09/23/2015			100.00
	001-170-639	CARB KIT: SCAG #6		714441	09/23/2015			10.00
001	BELL AUTO PARTS, INC.	160029	10/20/2015	10/02/2015			713.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	FRONT ROTOR(2) & BRAKE PAD		D055205	09/11/2015			97.75
	001-100-570	FRONT ROTOR(2) & BRAKE PAD		D055206	09/11/2015			97.75
	001-100-570	KROIL OIL(2),BRAKE PAD SET		D055213	09/16/2015			60.75
	001-100-570	400 PSI PRESSURE GAUGE: E3		41028	09/14/2015			69.00
	001-161-638	400 PSI PRESSURE GAUGE: E3		41029	09/16/2015			69.00
	001-161-638	400 PSI PRESSURE GAUGE: E3		41030	09/18/2015			69.00
	001-161-638	400 PSI PRESSURE GAUGE: E3		41031	09/22/2015			69.00
	001-161-638	400 PSI PRESSURE GAUGE: E3		41032	09/23/2015			69.00
	001-170-639	FILTER(2), FUEL HOSE, FUEL PUMP		41033	09/25/2015			49.25
	001-161-638	3GAL ROTELLA OIL: E4		41034	09/25/2015			63.00
001	DANCEL MULTIMEDIA	160032	10/20/2015	10/02/2015			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2015 WEBSITE HOSTING		1002	09/24/2015			250.00
001	AUTO TRUCK AND TRAILER PARTS INC	160033	10/20/2015	10/02/2015			245.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	TRANS FLUID(12): #60		253075	09/09/2015			30.00
	001-100-570	TRANS KIT		253261	09/22/2015			27.15
	001-100-570	MINERAL SPIRIT		253269	09/22/2015			57.65
	001-161-638	TEMP: E4		253294	09/23/2015			32.00
	001-161-638	SENSOR: E4		253295	09/23/2015			98.95
001	O'REILLY AUTO PARTS	160034	10/20/2015	10/05/2015			1,700.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	RADIATOR: U#11760		1978390471	08/31/2015			224.00
	001-100-570	AUTOMATIC FILTER KIT		1978390731	09/02/2015			29.75
	001-100-570	STUD(4)		1978390747	09/02/2015			62.32
	001-100-570	STUD(4)		1978390746	09/02/2015			57.36
	001-100-570	NUT(4)		1978390745	09/02/2015			23.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	160034	10/20/2015	10/05/2015			1,700.22	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	CABLE(2), BATT TENDER, EXT SET	1978390966	09/04/2015			40.56	
	001-100-570	AUTOMATIC FILTER KIT	1978391375	09/08/2015			12.08	
	001-100-570	HEADLAMP	1978391412	09/08/2015			68.18	
	001-100-570	CABLE(6)	1978391414	09/08/2015			37.74	
	001-100-570	ELECT TAPE(2), PRIM WIRE(2)	1978391655	09/10/2015			28.47	
	001-100-570	CERAMIC PAD	1978391702	09/10/2015			42.51	
	001-100-638	TORQ CONVRTR, SUPER KIT: U#60	1978391813	09/11/2015			565.93	
	001-161-638	1GAL ANTIFREZ(3)	1978392305	09/15/2015			38.97	
	001-161-638	SQUARE HEAD PLUG(2)	1978392306	09/15/2015			2.76	
	001-100-570	BATTERY	1978392452	09/16/2015			99.99	
	001-161-638	SEALED BEAM	1978392647	09/18/2015			8.33	
	001-100-570	BATTERY	1978392710	09/18/2015			99.20	
	001-170-639	MAST DISCONNECT, STARTER SW	1978393064	09/21/2015			55.94	
	001-170-639	CAR WASH HOSE	1978393256	09/23/2015			15.99	
	001-170-639	BATT CABLE, HEADER WRAP	1978393313	09/24/2015			56.98	
	001-100-570	BATTERY: U#14406	1978393468	09/25/2015			99.99	
	001-170-639	HOSE CLAMP(20)	1978393515	09/25/2015			18.90	
	001-161-638	PUSH BUTTON	1978393812	09/28/2015			10.99	
001	SYSCON INC	160035	10/20/2015	10/05/2015			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	OCT 2015 COURT SUPPORT	1-31807	10/01/2015			1,475.00	
001	G&K SERVICES INC	160036	10/20/2015	10/05/2015			218.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAINTENANCE	1033640339	08/31/2015			52.12	
	001-205-535	MAINTENANCE	1033642561	09/07/2015			55.39	
	001-205-535	MAINTENANCE	1033644779	09/14/2015			55.39	
	001-205-535	MAINTENANCE	1033646994	09/21/2015			55.39	
001	LOWE'S HOME CENTER'S, INC.	160043	10/20/2015	10/08/2015			861.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	100FT HOSE	909997	08/25/2015			37.98	
	001-161-635	REPAIR:CENTRAL SHOWER	902335	08/25/2015			58.76	
	001-161-559	HOSE NOZZLE(2)	909457	08/26/2015			11.36	
	001-170-559	GLOVES:WORK & GARDEN	909502	08/27/2015			18.96	
	001-161-559	32CT NIAGARA WATER(10)	902704	08/27/2015			33.20	
	001-170-559	LANDSCAPE FABRIC(2)	909579	08/27/2015			85.46	
	001-170-559	50FT HOSE	909885	08/28/2015			9.48	
	001-161-559	DUCT TAPE	915899	08/28/2015			15.18	
	001-170-559	40LB BAG FERTILIZER(14)	91988	08/28/2015			23.52	
	001-170-559	100FT FLEXON HOSE(2)	909910	08/28/2015			56.96	
	001-170-559	CRDT RTN:100 & 50FT HOSE	918180	08/28/2015			-52.21	
	001-170-559	ROD, BATTERIES(2), RATCHET SET	909656	09/02/2015			34.70	
	001-170-559	HOSE, SPRINKLER, TIMER, NOZZLE	909591	09/02/2015			160.43	
	001-205-559	HOLES AW, DRILL BIT	902065	09/03/2015			39.38	
	001-170-502	SUPPLIES:YOUTH FTBL	909765	09/03/2015			107.68	
	001-161-635	REPAIR SHOWER:CENTRAL STN	902054	09/08/2015			19.91	
	001-161-635	REPAIR SHOWER:CENTRAL STN	903051	09/10/2015			10.98	
	001-161-635	REPAIR SHOWER:CENTRAL STN	902593	09/11/2015			7.19	
	001-170-559	REEL(2), HAMMER, TAPE MEASURE	909061	09/11/2015			82.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	160043	10/20/2015	10/08/2015			861.68	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	FIELD MARK PAINT(2)		909204	09/15/2015			51.26
	001-170-559	STRIP PAINT, TOOL SET		909206	09/15/2015			52.21
	001-170-577	CRDT RTN:FIELD MARK PAINT(2)		916477	09/15/2015			-51.26
	001-170-559	BLANK KEY(5)		909832	09/17/2015			9.35
	001-170-502	SUPPLIES:YOUTH FTBL CEREMONY		902172	09/19/2015			15.69
	001-205-559	HOT SHOT FOGGER		902923	09/23/2015			9.47
	001-170-559	DRILL PUMP, WASHERS, MENDER(2)		909742	09/24/2015			13.05
001	MALLETTE BROTHERS CONSTRUCTION, INC	160052	10/20/2015	10/09/2015			458.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	0.91 TN GABION LIMESTONE FOB		18443	10/02/2015			50.05
	001-201-576	4.39 TN RAP FOB		18443	10/02/2015			149.26
	001-201-576	3.46 CY FILL SAND FOB		18443	10/02/2015			41.52
	001-201-576	3.95 TN RIP RAP FOB		18443	10/02/2015			217.25
001	CABLE ONE	160056	10/20/2015	10/12/2015			108.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2015: #107571481		09242015	10/01/2015			108.51
001	AIRGAS USA, LLC	160057	10/20/2015	10/12/2015			187.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9931071657	09/30/2015			187.55
001	SBM REPORTING LLC	160058	10/20/2015	10/12/2015			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	10/1/15 PLANNING MTG		DB201	10/08/2015			175.00
001	DELTA SANITATION OF MS, LLC	160059	10/20/2015	10/12/2015			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		659862	09/30/2015			35.00
001	MS DEPT OF FINANCE & ADMIN	160062	10/20/2015	10/13/2015			24,325.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2015 COURT ASSESSMENT		09302015	10/01/2015			24,325.25
001	MS DEPT OF PUBLIC SAFETY	160063	10/20/2015	10/13/2015			204.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2015 SPECIAL ASSESSMENTS		09302015	10/01/2015			204.00
001	BORDIS & DANOS PLLC	160064	10/20/2015	10/13/2015			9,526.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	OCT 2015 RETAINER		9	10/06/2015			7,916.67
	001-060-602	LITIGATION SERVICES		8	10/06/2015			1,609.50
001	JACKSON COUNTY BOARD OF SUPERVISORS	160065	10/20/2015	10/13/2015			10,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-697	FY16 ANIMAL SHELTER FEES		FY 2016	10/09/2015			10,560.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	160066	10/20/2015	10/13/2015			15,820.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	SEP 2015 ADC CHGS		09302015	10/08/2015			15,820.00
001	ALABAMA MEDIA GROUP	160068	10/20/2015	10/13/2015			2,853.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	RFP AD: AUDIT SERVICES		0007398745	09/02/2015			66.22
	001-090-615	HO HEARING:GULF COMM GROUP		0007415444	09/13/2015			18.36
	001-040-615	PUBLISH FY16 BUDGET		0007419994	09/20/2015			1,316.50
	001-040-615	BID AD:SCHOOL HOUSE PROJECT		0007420933	09/27/2015			104.94
	001-090-615	HEARING NOTICE: UDO AMEND		0007421846	09/27/2015			31.24
	001-040-615	PUBLISH FY16 BUDGET		0007424281	09/27/2015			1,316.50
001	CARD SERVICES	160069	10/20/2015	10/13/2015			9,510.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	9 CABLES (SPEAKER SYSTEM)		1QRNT6	09/01/2015			35.91
	001-161-559	55" TV (CENTRAL STN)		R2XHSW	09/01/2015			548.00
	001-161-559	TV SHELF & MOUNT		R2XHSW	09/01/2015			169.92
	001-001-559	SUPPLIES FOR SPEAKER SYSTEM		E1DX00	09/01/2015			134.98
	001-170-502	CHEER UNIFORM (59) SKIRT (1)		FQ0BS3	09/03/2015			2,458.62
	001-170-502	EXTREME ACCESSORY PACK (59)		FQ0BS3	09/03/2015			790.60
	001-170-502	RIVAL SHOULDER PADS (47)		0Q3Z1J	09/03/2015			5,372.39
001	CREDIT CARD CENTER	160070	10/20/2015	10/13/2015			352.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	21 SETS POM POMS		051957	09/09/2015			181.30
	001-170-502	CHEER UNIFORM W/ACCESORIES		051957	09/09/2015			54.15
	001-170-502	CHEER TOP W/ ACCESSORIES		436915	09/11/2015			42.55
	001-170-502	CREDIT ON ACCT:RTN FIT KIT		100755	09/11/2015			-150.00
	001-022-615	AD: GRANT/PROJECTS MANAGER		001553	09/12/2015			224.25
001	C SPIRE WIRELESS	160071	10/20/2015	10/13/2015			1,099.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	09/30/2015			124.30
	001-022-605	HR CELL PHONES		0030759348	09/30/2015			62.15
	001-040-605	ADMIN CELL PHONES		0030759348	09/30/2015			164.29
	001-090-605	ECON DEV CELL PHONES		0030759348	09/30/2015			310.75
	001-161-605	FIRE DEPT CELL PHONES		0030759348	09/30/2015			192.45
	001-170-605	RECREATION CELL PHONES		0030759348	09/30/2015			218.35
	001-205-605	MAINT CELL PHONES		0030759348	09/30/2015			27.03
001	FEDERAL EXPRESS	160073	10/20/2015	10/13/2015			179.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	SHIP RTNS TO OMNI CHEER		518297719	09/25/2015			65.05
	001-090-605	OVERNIGHT GRANT PKGS		518297719	10/01/2015			114.90
001	FOSTER'S AIR CONDITIONING & HEATING INC	160074	10/20/2015	10/13/2015			190.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	PD: REPL DUAL CAPACITOR		W969151	09/30/2015			190.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	160075	10/20/2015	10/14/2015			2,328.37	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP45588257	10/05/2015			74.98	
	001-092-525	UNL FUEL	NP45588257	10/05/2015			29.35	
	001-100-525	UNL FUEL	NP45588257	10/05/2015			1,703.69	
	001-161-525	UNL & DSL FUEL	NP45588257	10/05/2015			320.08	
	001-170-525	UNL & DSL FUEL	NP45588257	10/05/2015			93.03	
	001-205-525	UNL FUEL	NP45588257	10/05/2015			107.24	
001	FUELMAN OF MS	160076	10/20/2015	10/14/2015			2,456.97	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-525	UNL FUEL	NP45625414	10/12/2015			73.45	
	001-100-525	UNL FUEL	NP45625414	10/12/2015			1,867.65	
	001-161-525	UNL & DSL FUEL	NP45625414	10/12/2015			396.20	
	001-170-525	UNL & DSL FUEL	NP45625414	10/12/2015			79.00	
	001-205-525	UNL FUEL	NP45625414	10/12/2015			40.67	
001	CABLE ONE	160078	10/20/2015	10/14/2015			88.94	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	OCT 2015: #107718827	10012015	10/08/2015			88.94	
001	CABLE ONE	160079	10/20/2015	10/14/2015			213.05	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	OCT 2015: #107718371	10012015	10/08/2015			213.05	
001	SPORTS CONDUCTOR LLC	160080	10/20/2015	10/14/2015			905.80	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-502	2015 FOOTBALL CAMP (5)	3170	06/01/2015			9.75	
	001-170-502	2015 FOOTBALL CAMP (6)	3195	07/01/2015			11.70	
	001-170-502	2015 FOOTBALL (2)	3195	07/01/2015			7.90	
	001-170-502	2015 CHEER (1)	3195	07/01/2015			3.95	
	001-170-502	2015 FOOTBALL CAMP (18)	3220	08/01/2015			35.10	
	001-170-502	2015 FOOTBALL (8)	3220	08/01/2015			31.60	
	001-170-502	2015 CHEER (1)	3220	08/01/2015			3.95	
	001-170-502	2015 FOOTBALL (141)	3245	09/01/2015			556.95	
	001-170-502	2015 CHEER (59)	3245	09/01/2015			233.05	
	001-170-502	2015 FOOTBALL (3)	3273	10/01/2015			11.85	
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	160081	10/20/2015	10/14/2015			422.97	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE	1 591247SP15	10/03/2015			422.97	
001	PRESLEY'S GARAGE & AUTO PARTS	160082	10/20/2015	10/14/2015			350.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-638	TOW TO CUMMINS-MOBILE AL	11671	09/16/2015			350.00	
001	SOCIETY FOR HUMAN RESOURCE MGMT	160083	10/20/2015	10/14/2015			190.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-022-682	ANNUAL FEE: PUGH,J 1507855	9006307089	10/05/2015			190.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC Account Number 001-090-698	160084	10/20/2015	10/14/2015			75.00	
		Description PLANNING: FLEA TREATMENT		Invoice # 295322	Date 10/05/2015	P.O.	Amount	75.00
001	GOODWYN, MILLS & CAWOOD INC Account Number 001-090-601	160085	10/20/2015	10/14/2015			13,450.00	
		Description BIENVILLE PLAN REVIEW		Invoice # MOB1400061	Date 10/02/2015	P.O.	Amount	13,450.00
001	SOUTHERN FINANCIAL SYSTEMS INC Account Number 001-000-300	160087	10/20/2015	10/14/2015			663.75	
		Description DAVID S WHITWORTH		Invoice # 32781	Date 10/02/2015	P.O.	Amount	663.75
001	GULF STATES DISTRIBUTORS Account Number 001-100-559	160088	10/20/2015	10/14/2015			2,019.00	
		Description 12GA 9 PELLET TACTICAL AMMO		Invoice # 1225579-IN	Date 10/02/2015	P.O. 160011	Amount	119.00
		001-100-559 9MM GEN 2 BLUE 500/CS AMMO		1225579-IN	10/02/2015	160011		255.00
		001-100-559 5.56MM BLUE 500/CS AMMO		1225579-IN	10/02/2015	160011		285.00
		001-100-559 SHIPPING CHARGES		1225579-IN	10/02/2015	160011		70.00
		001-100-559 .40 165GR HST HP AMMO(2)		1226175-IN	10/09/2015	160011		618.00
		001-100-559 .223 55GR HI SHOK SP AMMO(4)		1226175-IN	10/09/2015	160011		672.00
001	KATHY'S FRAME WORKS Account Number 001-100-699	160089	10/20/2015	10/14/2015			80.73	
		Description LETTER/PHOTO FRAMED PLAQUE		Invoice # 32820	Date 09/22/2015	P.O. 151368	Amount	80.73
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC. Account Number 001-100-699	160092	10/20/2015	10/14/2015			60.00	
		Description 9 X 12 BLUE/GOLD PLAQUES(2)		Invoice # 023133	Date 09/28/2016	P.O. 151370	Amount	60.00
001	GIBSON ELECTRIC MOTOR SALES & Account Number 001-092-635	160093	10/20/2015	10/14/2015			151.00	
		Description EXHAUST FAN MOTOR:SR BLDG		Invoice # 40631	Date 10/01/2015	P.O. 160000	Amount	151.00
001	VERNON W DOSTER MD Account Number 001-022-604	160094	10/20/2015	10/14/2015			75.00	
		Description PRE-EMP DRUG SCREEN:CLIFFORD		Invoice # 18447	Date 09/24/2015	P.O. 160031	Amount	25.00
		001-022-604 PRE-EMP PHYSICAL:CLIFFORD		18447	09/24/2015	160031		50.00
001	THE SUN HERALD Account Number 001-040-615	160095	10/20/2015	10/14/2015			109.70	
		Description BID AD: OLD SCHOOL HOUSE		Invoice # T564936111	Date 09/27/2015	P.O. 151354	Amount	109.70
001	SOUTHERN REGIONAL SAFETY INST Account Number 001-100-681	160097	10/20/2015	10/14/2015			10,800.00	
		Description BASIC LEO ACADEMY: HUNTER		Invoice # 615	Date 10/06/2015	P.O. 151205	Amount	3,600.00
		001-100-681 BASIC LEO ACADEMY: BLEVINS		615	10/06/2015			3,600.00
		001-100-681 BASIC LEO ACADEMY: HOLTER		615	10/06/2015			3,600.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICE'S INC	160098	10/20/2015	10/14/2015			24,947.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	REPL POLE: N DOLPHIN		0904	09/28/2015	150824		11,896.00
	001-201-751	REPL POLE: HWY 90-STATE FARM		0905	09/28/2015	150998		13,051.00
001	SECURE NETWORKS LLC	160100	10/20/2015	10/14/2015			1,052.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-704	DELL OPTIPLEX 3020 (COURT)		2553	10/12/2015	151372		777.00
	001-010-500	MS OFFICE 2013		2553	10/12/2015	151372		250.00
	001-010-704	SHIPPING		2553	10/12/2015	151372		25.00
001	ROCIC TRAINING	160101	10/20/2015	10/14/2015			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SERV FEE:JUL 2015-JUN 2016		0033126-IN	06/17/2015	160025		300.00
001	REEL CUSTOM SHIRT LLC	160102	10/20/2015	10/14/2015			72.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	MONOGRAM SHIRTS (5)		691634	10/05/2015	151322		72.50
001	SIEGEL'S UNIFORM	160103	10/20/2015	10/14/2015			139.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	LG MID-BELLCAP WHITE(2)		32591-1	09/29/2015	151316		119.90
	001-161-535	MID-EXPANSION STRAP GOLD(2)		32591-1	09/29/2015	151316		19.90
001	MTOA	160104	10/20/2015	10/14/2015			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	MTOA SWAT COURSE: PRICE,B		151310	10/13/2015	160029		300.00
001	AUDIOWAVE INC	160106	10/20/2015	10/14/2015			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-689	INSTALL LIGHTBAR:ACO TRUCK		A44518	10/08/2015	160004		200.00
FUND TOTAL	1 Claims	to	Checks	52 Total	145,030.10 Manual	Held	Total	145,030.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	LOWE'S HOME CENTER'S, INC.	160045	10/20/2015	10/08/2015			723.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-755	SUPPLIES:RENOVATE FIRE STN		902797	08/27/2015			186.54
	130-130-755	SUPPLIES:RENOVATE FIRE STN		902705	08/27/2015			309.80
	130-130-755	SUPPLIES:RENOVATE FIRE STN		909476	09/02/2015			227.25
130	PEOPLES BANK-CORPORATE TRUST SERVS	160067	10/20/2015	10/13/2015			2,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-686	ANNUAL ADMIN FEE		8073	09/30/2015			2,200.00
FUND TOTAL 130 Claims	to	Checks	2 Total	2,923.59 Manual		Held	Total	2,923.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	MS FIRE INVESTIGATORS ASSN. Account Number 160-161-799	160090	10/20/2015	10/14/2015			50.00	
		Description		Invoice #	Date	P.O.	Amount	
		MFIA RENEWAL DUES: MCCOY,D		20151310	10/13/2015	160046		50.00
FUND TOTAL 160 Claims	to	Checks	1 Total	50.00 Manual		Held		Total 50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	LOWE'S HOME CENTER'S, INC.	160044	10/20/2015	10/08/2015			1,407.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	166-201-559	BLOOM GRO,ROSES,GRASS,SHRUBS		919691	08/26/2015		552.84	
	166-201-559	LANTANA(137),COMPOST(12),SOIL		919780	08/27/2015		514.85	
	166-201-559	FIRE ANT KILLER		909594	09/02/2015		35.12	
	166-201-559	KILL:ANT & TERMITES,FIRE ANT		909592	09/02/2015		304.77	
FUND TOTAL 166 Claims	to	Checks	1 Total	1,407.58	Manual	Held	Total	1,407.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-170-778	160086	10/20/2015	10/14/2015			5,624.50	
		Description		Invoice #	Date	P.O.	Amount	
		PRELIMINARY ENGINEERING		21053	08/31/2015		5,624.50	
FUND TOTAL 171 Claims	to	Checks	1 Total	5,624.50 Manual		Held	Total	5,624.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWE'S HOME CENTER'S, INC. Account Number 176-170-559 176-170-519 176-170-519 176-170-519 176-170-559	160046	10/20/2015	10/08/2015			2,558.66	
	Description			Invoice #	Date	P.O.	Amount	
	ADAPTER, TAPE, COUPLING (2)			909405	09/08/2015			3.33
	SUPPLIES:ARCHERY RANGE			909060	09/11/2015			163.53
	SUPPLIES:ARCHERY RANGE			972756	09/11/2015			1,904.72
	SUPPLIES:ARCHERY RANGE			909138	09/14/2015			459.97
	6PK BULBS, OUTLET MOUNT (2)			902509	09/16/2015			27.11
176	C SPIRE WIRELESS Account Number 176-170-605	160072	10/20/2015	10/13/2015			62.15	
	Description			Invoice #	Date	P.O.	Amount	
	CELL PHONE			0030759348	09/30/2015			62.15
176	FUELMAN OF MS Account Number 176-170-525	160077	10/20/2015	10/14/2015			63.69	
	Description			Invoice #	Date	P.O.	Amount	
	UNL FUEL			NP45625414	10/12/2015			63.69
176	PERKINS TIRE & POLARIS Account Number 176-170-639	160105	10/20/2015	10/14/2015			59.99	
	Description			Invoice #	Date	P.O.	Amount	
	WATER TEMP SENSOR:POLARIS			3778	09/21/2015	151366		59.99
FUND TOTAL 176 Claims	to	Checks	4 Total	2,744.49 Manual		Held	Total	2,744.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
400	JACKSON COUNTY UTILITY AUTHORITY	160040	10/20/2015	10/06/2015			177,677.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-668	OCT 2015 TREATMENT CHGS		58631	10/01/2015			168,775.00	
	400-651-668	FY 2014 ACTUAL FLOW ADJ		58631	10/01/2015			8,902.00	
400	CLEARWATER SOLUTIONS LLC	160041	10/20/2015	10/06/2015			222,740.75		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-650-672	SEPT 2015 OPERATION FEE		GAUTIER034	10/01/2015			183,975.00	
	400-650-672	PRORATED BACK PMT:FEE INC		GAUTIER034	10/01/2015			38,765.75	
400	MALLETTE BROTHERS CONSTRUCTION, INC	160053	10/20/2015	10/09/2015			919.25		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-585	64.08 CY FILL SAND		18443	10/02/2015			64.08	
	400-651-585	3.23 TN RIP RAP		18443	10/02/2015			177.65	
	400-651-585	18.30 TN A-BASE LIMESTONE		18443	10/02/2015			549.00	
	400-651-585	10.71 CY FILL CLASS		18443	10/02/2015			128.52	
400	IRBY'S ANSWERING SERVICE	160060	10/20/2015	10/13/2015			388.50		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-650-698	SERVICE 10/7/2015-11/3/2015		277-100715	10/07/2015			388.50	
400	MICRO METHODS INC	160061	10/20/2015	10/13/2015			60.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-667	TOTAL SUSPENDED SOLIDS		1510032186	10/12/2015			15.00	
	400-651-667	COLOR SAMPLES:LARK WELL #6		1510032186	10/12/2015			45.00	
400	MICRO METHODS INC	160091	10/20/2015	10/14/2015			256.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-667	WATER SAMPLES LARK WELL #6		1509422186	09/25/2015	151369		52.00	
	400-651-667	WATER SAMPLES LARK WELL #6		1509469186	09/28/2015	151369		52.00	
	400-651-667	OVERTIME		1509469186	09/28/2015	151369		100.00	
	400-651-667	WATER SAMPLES LARK WELL #6		1510058186	10/06/2015	151369		52.00	
400	COMM-TECH SOLUTIONS INC	160096	10/20/2015	10/14/2015			65.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-559	SETUP HUNT GROUP:497-2276		15188	10/08/2015	160041		65.00	
400	SOUTHERN WATERWORKS SUPPLY, INC	160099	10/20/2015	10/14/2015			812.19		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	400-651-581	#4 HIGHFIELD LOCK KEY(5)		61364	10/08/2015	160034		77.75	
	400-651-581	#4 BARREL LOCK (100)		61364	10/08/2015	160034		489.00	
	400-651-581	#6 LOCK CAP(50)		61364	10/08/2015	160034		25.00	
	400-651-581	3/4 BRASS THREADED 90 (12)		61364	10/08/2015	160034		53.76	
	400-651-581	3/4 BRASS COUPLING (12)		61364	10/08/2015	160034		166.68	
FUND TOTAL	400 Claims	to	Checks	8 Total	402,918.69	Manual	Held	Total	402,918.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	160031	10/20/2015	10/02/2015			81,778.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	SEPT 2015 RES GARBAGE SERV		662598	09/30/2015			78,962.29
	404-677-693	SEPT 2015 RES CART RENTAL		662598	09/30/2015			2,621.08
	404-677-693	SEPT 2015 COM CART RENTAL		662598	09/30/2015			194.68
404	APPLEWHITE IND	160054	10/20/2015	10/09/2015			66.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	SEPT 2015 33 @ 2.00		2422	09/30/2015			66.00
FUND TOTAL 404 Claims	to	Checks	2 Total	81,844.05 Manual		Held	Total	81,844.05

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	52 Total	145,030.10 Manual	Held	Total	145,030.10	
FUND 130 Claims	to	Checks	2 Total	2,923.59 Manual	Held	Total	2,923.59	
FUND 160 Claims	to	Checks	1 Total	50.00 Manual	Held	Total	50.00	
FUND 166 Claims	to	Checks	1 Total	1,407.58 Manual	Held	Total	1,407.58	
FUND 171 Claims	to	Checks	1 Total	5,624.50 Manual	Held	Total	5,624.50	
FUND 176 Claims	to	Checks	4 Total	2,744.49 Manual	Held	Total	2,744.49	
FUND 400 Claims	to	Checks	8 Total	402,918.69 Manual	Held	Total	402,918.69	
FUND 404 Claims	to	Checks	2 Total	81,844.05 Manual	Held	Total	81,844.05	
Total for all Funds			Checks	71 Total	642,543.00 Manual	Held	Total	642,543.00

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

ORDER NUMBER 207-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Items 2-6 are hereby approved.

IT IS FURTHER ORDERED that Consent Item #1 is pulled for further discussion.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

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

ORDER NUMBER 208-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of Water & Sewer Adjustments dated October 6, 2015 in the amount of \$6,528.72 are hereby approved.

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

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

OCTOBER 6, 2015 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

ACCT #	ADJUSTMENT		LATE CHG	GARBAGE	TAX	TOTAL ADJUSTMENT	REASON FOR ADJUSTMENT
	WATER	SEWER					
10947	\$ 77.04	\$ 88.21				\$ 165.25	WATER LEAK
51425	\$ 115.22	\$ 131.92	\$ 100.00			\$ 347.14	WATER LEAK
10317	\$ 161.11	\$ 184.47	\$ 150.00			\$ 495.58	WATER LEAK
72316	\$ 141.71	\$ 162.25	\$ 100.00			\$ 403.96	WATER LEAK
F11766	\$ 341.14	\$ 390.58	\$ 25.00			\$ 756.72	WATER LEAK
60528	\$ 46.74	\$ 53.52				\$ 100.26	WATER LEAK
906550	\$ 57.51	\$ 65.84				\$ 123.35	WATER LEAK
61060	\$ 306.20	\$ 350.57	\$ 175.00			\$ 831.77	WATER LEAK
70492	\$ 38.75	\$ 44.36				\$ 83.11	WATER LEAK
870310	\$ 59.11	\$ 67.68				\$ 126.79	WATER LEAK
50382	\$ 91.28	\$ 104.51				\$ 195.79	WATER LEAK
990429	\$ 36.06	\$ 41.28				\$ 77.34	WATER LEAK
T861	\$ 112.74	\$ 129.07	\$ 25.00			\$ 266.81	WATER LEAK
871227	\$ 172.47	\$ 197.47	\$ 125.00			\$ 494.94	WATER LEAK
884129	\$ 128.38	\$ 146.98	\$ 100.00			\$ 375.36	WATER LEAK
41042	\$ 58.33	\$ 66.79				\$ 125.12	WATER LEAK
72793	\$ 166.99	\$ 191.26				\$ 358.25	WATER LEAK
70476	\$ 215.32	\$ 246.53	\$ 125.00			\$ 586.85	WATER LEAK
61988	\$ 41.07	\$ 47.02	\$ 100.00			\$ 188.09	WATER LEAK
<u>883867</u>	<u>\$ 194.53</u>	<u>\$ 206.71</u>	<u>\$ 25.00</u>			<u>\$ 426.24</u>	WATER LEAK
	\$ 2,561.70	\$ 2,917.02	\$ 1,050.00			\$ 6,528.72	

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

ORDER NUMBER 209-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held October 6, 2015 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 Vaughan** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

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

ORDER NUMBER 210-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of a donation of the following equipment from Lowe's is hereby authorized:

Graco Project Plus Airless Paint Sprayer (Serial #8A196296)	\$249.00
Werner 6' Step Ladder (300lb rated)	\$ 99.87

IT IS FURTHER ORDERED that the donation of from Lowe's is in the best interest of the City of Gautier.

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

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

AYES:	Gordon Gollott Mary Martin Johnny Jones Hurley Ray Guillotte Casey Vaughan Rusty Anderson Adam Colledge
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NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: October 13, 2015
Subject: Donation of Equipment from Lowe's

REQUEST:

City Council authorization is requested for the City of Gautier to accept a donation of a Graco project painter plus airless paint sprayer (Serial # 8A196296) in the amount of \$249.00 and a Werner 6' step ladder (300lb rated) in the amount of \$99.87.

RECOMMENDATION:

City staff recommends that City Council authorize and accept the donation of a Graco project painter plus airless paint sprayer (Serial # 8A196296) in the amount of \$249.00 and a Werner 6' step ladder (300lb rated) in the amount of \$99.87.

ATTACHMENT(S):

Email from Jason Pugh

Cindy Steen

From: Jason Pugh <jpugh@gautier-ms.gov>
Sent: Tuesday, October 13, 2015 2:27 PM
To: Cindy Steen
Cc: tthigpen@gautier-ms.gov
Subject: Add to Inventory

Cindy,
Can you put the following items on the consent agenda to be added to our inventory? They were donated by Lowes to the city during a workday last week. Paul has possession of these items.

Graco Project Painter Plus Airless Paint Sprayer (Serial # 8A196296) \$249.00
Werner 6' Step Ladder (300 lb rated) \$99.87

Jason D. Pugh
Human Resources Director
City of Gautier
3330 Hwy. 90
Gautier, MS 39553
Office: 228-497-8000, ext. 307
Cell: 228-219-6194
Fax: 228-497-8028

City Attorney Danos request "Contingent upon City Attorney approval" added to order authorizing a Professional Services Agreement with Turning Point Auction, LLC to auction surplus inventory.

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

ORDER NUMBER 211-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Turning Point Auction, LLC to auction items previously declared surplus inventory is hereby authorized contingent upon city attorney approval.

IT IS FURTHER ORDERED that the professional Agreement with Turning Point Auction, LLC is contingent on City Attorney approval.

IT IS FURTHER ORDERED that Turning Point Auctions, LLC will perform the services outlined in the body of the Professional Services Agreement for a commission fee of ten percent (10%) of the gross sale proceeds. The City of Gautier will be assessed no other charges or fees.

IT IS FURTHER ORDERED that all costs of advertising will be absorbed by Turning Point Auctions, LLC.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell City Clerk
Date: October 9, 2015
Subject: Auction Listing Agreement

REQUEST:

City Council authorization is requested for the City of Gautier to enter into an Auction Listing Agreement with Turning Point Action to auction off items that were previously declared surplus by Council.

BACKGROUND:

The City of Gautier will grant the Auctioneer the sole and exclusive right to sell the items that were declared surplus for the highest and best bid or offer. A seller's fee of 10% will be charged to the City of Gautier for all property items sold. All profits from this auction will be deposited back into the enterprise and general fund accounts within five (5) banking days following auction. The Auction will not pay the consignor until the purchaser has paid for the item.

RECOMMENDATION:

Based on the attached agreement, City staff recommends that City Council authorize entering into an Auction Listing Agreement with Turning Point Auctions LLC to auction off surplus items.

ATTACHMENT(S):

Turning Point Auction LLC Agreement
Auction Inventory

September 23, 2015

City of Gautier
3330 Hwy 90
Gautier, Ms 39553

The following proposal has been prepared exclusively for The City of Gautier.

The staff at Turning Point Auctions is experienced in conducting auction sales and proposes to liquidate your surplus in a professional and expeditious manner.

Turning Point Auctions will perform the services outlined in the body of this proposal for a commission fee of ten percent (10%) of gross sale proceeds. The City of Gautier will be assessed no other charges or fees. All costs of advertising will be absorbed by Turning Point Auctions, LLC.

COMPANY INFORMATION

COMPANY NAME: TURNING POINT AUCTIONS, LLC
MAILING ADDRESS: 34 CHESTER BROWN RD, HATTIESBURG MS 39401
PHYSICAL ADDRESS: 34 CHESTER BROWN RD, HATTIESBURG MS 39401
TYPE BUSINESS: TYPE "S" MISSISSIPPI CORPORATION

**STATE LICENSED,
INSURED & BONDED
AUCTIONEERS:** RON ROBERTSON #1176, BOBBIE ADAMS #1226

Turning Point Auctions, LLC is conveniently located at 34 Chester Brown Road, Hattiesburg, Ms 39401 on approximately eleven acres. This is the primary location for auction sales conducted by this company. Turning Point Auctions also has the capability to do auction sales at your location within a two hundred mile geographic area.

Turning Point Auctions is staffed by personnel experienced in all phases of auction set-up, title transfer, seizure notification procedure, auction day management, collection and disbursement of revenues and removal of merchandise.

Unless otherwise noted, auctions sales will be conducted at this facility on a monthly basis to better serve our consignors. The auction company facility will be open during regular business hours to accept consignments and by appointment after hours. Please feel free to contact your Turning Point Representative at any time, or call our business office at 601-336-6637 should you need additional or special assistance.

The key focus at Turning Point Auctions will be to offer at auction sale a variety of county, city, municipal, and construction surplus items, as well as heavy equipment, trucks and autos, and manufacturer inventory. Turning Point Auctions is a public auction, and as such, will be advertised through local and regional newspaper, internet and targeted mail out. We are dedicated to the concept of obtaining fair market value for your collateral through competitive bidding.

Turning Point Auctions will provide the staffing, equipment, state of the art computer technology, auctioneers, clerks, cashiers, auction set-up staff, buyer's guides, and advertising to make your auction sale a success. Turning Point Auctions will transfer ownership of merchandise sold and re-assign titles to titled vehicles. Merchandise will be sold "as is, where is", with all faults and defects therein. Merchandise purchased immediately becomes the responsibility of the purchaser when the auctioneer announces "sold" and must be paid for day of sale.

Revenues generated from the sale will be made available to the consignor five days post sale as required by law unless contractually dictated otherwise. Detailed sales records, to include items sold, sale price, buyer information, and lot identification will be made available approximately three days post sale.

We at Turning Point Auctions, LLC look forward to serving your needs and welcome questions or comments.

Auction Service Proposal

1. Sale Preparation and Marketing

- A. Turning Point Auctions will list on its website, /www.turningpointauctions.com/, lists, photos, and descriptions of merchandise to be sold within one week of receiving lists and descriptive information.**
- B. Lists and descriptions will be forwarded to targeted buyers acquired from lists in the necessary demographic.**
- C. Line and display advertisements will run in appropriate newspapers and publications detailing the specifics of the sale.**
- D. Appropriate signage advertising the time, date, location, owner's name, auctioneer's name and Mississippi license number will be placed at strategic locations and at the sale site prior to the sale date.**

2. Merchandise Preparation

A. Lotting and Tagging

The sale manager on-site will determine the most advantageous order in which to sell merchandise to generate maximum revenues and will tag and number each item in numerical sequence beginning with #0001.

B. Vehicles

Site manager will check fuel levels, battery condition, and address flat tire issues of vehicles for sale and attempt to have them in cranking and driving order at the time of auction sale.

C. Merchandise Listing

A guide will be published with serial numbers, model numbers, mileage, hours, and any other defining information, along with the assigned lot number, for every item to be sold. This guide will be made available to customers at the auction office prior to sale day, at registration, on line, and at the sale site day of sale.

3. Merchandise Inspection

Prospective buyers will be allowed to preview and inspect merchandise to be sold at published dates prior to the sale. An auction employee will be available to supervise preview and inspection.

4. Auction Sale Procedures

- A. **Registration:** Bidders may register at the sale site on inspection day and on sale day.
- B. **Auctioning and Clerking:** As each item is sold, all pertinent information will be entered in to auction software so that a running total of sale proceeds will be available at all times. An audio recording of the auction sale will be taken during the sale and kept on file for future reference.
- C. **Warranties:** All purchases are made "as is, where is" with no warranties of any kind and subject only to the purchaser's personal inspection. There is no refund policy or available recourse of any kind.
- D. **Methods of Payment:** Accepted forms of payment are cash, company and personal check with bank letter, most major credit and debit cards with the posted administrative fee, and wire transfer with prior approval from auction management.
- E. **Removal of merchandise:** A "PAID" invoice must accompany each item removed from the sale site. Auction personnel will facilitate check-out procedures unless contractually noted otherwise.
- F. **State of Mississippi licensed auctioneers, knowledgeable and experienced bid spotters, cashiers, clerks, and managerial staff will conduct the auction. A copy of all sale day information will be maintained by the auction company for a period of five years.**
- G. **All sale day records and proceeds, minus auctioneers commission will be available five days post sale.**



Turning Point Auctions LLC

34 Chester Brown Rd Hattiesburg MS 39401

(601) 336-6637

www.turningpointauctions.com

Name (to appear on check) City of Gautier Date _____

Address 3330 Hwy 90

City Gautier State MS Zip 39553

Cell Phone (228) 497-3518 E-Mail: csteen@gautier-ms.gov

SUMMARY: 10% Auction Commission Auction Proceeds: Payout is 5 Business Days.

This auction is to be held at **3330 Hwy 90 Gautier MS 39553**. It is mutually agreed that all said goods be sold to the highest bidder. It is further mutually agreed that the Auctioneer may deduct his fee at the rate specified below from the gross sale receipts resulting from said auction sale. The Auction reserves the right to combine or subdivide items. The Auctioneer agrees to turn net proceeds from sale over to the Seller within five (5) banking days following auction. The Auction will not pay the consignor until the purchaser has paid for the item.

Seller agrees to provide and deliver to Auctioneer merchantable title to all titled items or items will be notated and sold as "Title Delay". In the event merchantable title is not provided within thirty days of the sale or make proper disclosures and the vehicle is returned because of non-compliance, the consignor must pay all auction fees, including buyer's fee, if requested by the buyer. The consignor must disclose the following information on all vehicles or equipment: (a) Flood damage to a vehicle or equipment. (b) Previous salvage, or rebuilt title on vehicles. (c) Any odometer discrepancies.

Auction lots remain the responsibility of the seller until purchaser has paid for the purchase. Merchandise not removed with the specified time period may be sold for storage charges without notice or further written approval from seller/purchaser.

Consignor/Customer and Turning Point Auctions, LLC agree to first attempt mediation of any dispute covered by this agreement. This mediation shall be conducted by a neutral mediator or arbitrator. The parties agree to make a good faith effort at mediating any dispute prior to filing a claim for arbitration. Consignor/Customer can initiate the mediation process by filing a written claim with Turning Point Auctions, LLC. For Claims covered by this Agreement, arbitration is the parties' exclusive legal remedy. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement. Any claim governed by this Agreement shall be filed no later than thirty days from the date of discovery.

Each party to this agreement acknowledges carefully reading this agreement, understanding its terms, and entering into this agreement voluntarily and not in reliance on any promises or representations other than those contained in this agreement itself. Each party further acknowledges having the opportunity to discuss this agreement with personal legal counsel and has used that opportunity to the extent desired.

Seller agrees to pay all commissions and charges listed: Sale Commission: 10%

Auctioneer: Bobbie Adams 1176/1226 Seller: _____

AUCTION INVENTORY

#	ITEM	CG #	QTY
1	VOID (TEST)		
2			
3	Epson Printer		
4	Dell Monitor	477	
5	HP Printer		
6	Magnavox DVD Player		
No #	Magnavox VHS Player	01057	
7	Sharp copier/printer	919	
No #	Uniform shirts		60
No #	Uniform shirts		26
No #	Uniform pants		30
No #	Uniform pants		30
No #	CD Rom		
No #	Desktop Calculator		
No #	Sunbeam Water Cooler		
8	Truck radio w/ components		
9	Base radio w/ components		
10	Base radio w/ components		
11	Truck radio		
12	Truck radio		
13	Truck radio		
14	Base radio w/ components		
15	Truck radio w/ components		
16	Base station power units		
17	Base station power units		
18	Base station power units		
19	Hand-held radio w/ charger		1
20	Hand-held radio w/ charger		1
21	Hand-held radio w/ charger		1
22	Hand-held radio w/ charger		1
23	Hand-held radio w/ charger		3
24	Hand-held radio w/ charger		1
25	Truck radio - no components		
26	Dell CPU		
27	Dell CPU		
28	Dell CPU		
29	Dell CPU		
30	Dell CPU		

AUCTION INVENTORY

#	ITEM	CG #	QTY
31	Dell CPU		
32	Dell CPU	487	
33	Dell CPU		
34	Dell CPU		
No #	Box of misc - headphones, lanyards		
35	Dell CPU		
36	Dell CPU		
37	Dell CPU		
38	Dell CPU		
39	Dell CPU		
40	Dell CPU		
41	Dell CPU		
42	Dell CPU		
43	Dell CPU		
44	Dell CPU		
45	Compaq laptop		
46	Dell laptop		
47	Dell laptop		
48	Dell laptop		
49	Dell laptop		
50	Dell laptop		
51	Dell laptop		
52	Dell CPU		
53	HP Printer	215	
54	HP Printer		
55	Dell Printer		
56	HP Printer		
57	Oki Printer		
58	HP Printer		
No #	Canon Printer		
59	HP Printer		
60	HP Printer		
61	HP Printer		
62	HP Printer		
No #	Canon Printer		
63	Dell laptop		
64	HP Printer		
65	HP Printer		

AUCTION INVENTORY

#	ITEM	CG #	QTY
No #	Sharp Calculator		
No #	CD Rom		
No #	Xerox printer	623	
66	HP Printer		
67	Brother fax		
68	Xerox printer		
69	Brother fax		
70	HP Printer	287	
71	HP Printer		
No #	Xerox printer		
72	HP Printer		
73	HP Printer		
No #	Canon Copier	Z39896	
74	HP Printer		
75	HP Fax		
No #	Canon Printer		
No #	Brother typewriter		
No #	Olivetti typewriter		
No #	Pentax camera w/ bag & Misc		
No #	Sony video camera	1354899	
No #	Sony camera	39771	
76	Dell Monitor		
77	Dell Monitor		
78	Dell Monitor		
79	Dell Monitor		
80	Dell Monitor		
81	Dell Monitor		
82	Dell Monitor		
83	Dell Monitor		
84	Dell Monitor		
85	Dell Monitor		
86	Dell Monitor	414	
87	Dell Monitor		
88	Dell Monitor		
89	Linksys Modem		
90	Battery Backup	422	
91	Battery Backup		
92	Battery Backup		
93	Battery Backup		
94	Battery Backup		

AUCTION INVENTORY

#	ITEM	CG #	QTY
95	Battery Backup		
96	Battery Backup		
No #	Adding machine (calculator)		
No #	Adding machine (calculator)		
No #	Adding machine (calculator)		
No #	Adding machine (calculator)		
No #	Time clocks - fingerprint		4
No #	Time clocks - Card swipe		2
No #	Keyboards		
97 - 106	Telephones		
No #	Telephone		
108 - 120	Telephones		
No #	Telephone		
122 - 128	Telephones		
129	Radio		
No #	Paint Sprayers		2
No #	Mailboxes	823	
131	Chair - black	314	
132	Chair - red	87	
No #	Chairs		6?
No #	Desk - wooden		
No #	Credenza - metal		
133	Printer stand	216	
134	VOID		
135	Printer stand	829	
No #	Small desk		
No #	Computer stand		
No #	Desk - 2 part		
No #	Wooden desk		
No #	Ink cartridges		10
No #	Cassette tapes		7
No #	Damaged street signs		TBD

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

ORDER NUMBER 212-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Location Release Agreement with Ancient Tracker Productions Escape From Hell LLC regarding filming of the "Premises" at Gautier City Hall is hereby authorized.

IT IS FURTHER ORDERED that Ancient Tracker Productions Escape From Hell LLC agrees to leave the Premises in the same condition as when received by Company.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 20, 2015.

Tricia Thigpen

From: Samantha Abell <sabell@gautier-ms.gov>
Sent: Thursday, October 15, 2015 1:03 PM
To: <tthagpen@gautier-ms.gov>
Subject: Fwd: Agenda Item
Attachments: location release.pdf; Untitled attachment 00113.htm

We will need to add this to consent. Please include josh's email.

Sent from my iPhone

Begin forwarded message:

From: Josh Danos <jdanos@bordisdanos.com>
Date: October 15, 2015 at 12:11:09 PM CDT
To: "sabell@gautier-ms.gov" <sabell@gautier-ms.gov>
Cc: "bayoumoondog@me.com" <bayoumoondog@me.com>, Cindy Russell <crussell@gautier-ms.gov>
Subject: Agenda Item

Samantha,

I have amended the attached contract for Council's consideration. Again, I don't think this is necessary, but the film company requires it. Based on their need, I have amended it to comply with state law. Please let me know if you need anything further.

I did not have an editable form...so you get to deal with my sloppy handwriting!

Joshua W. Danos
Bordis & Danos, PLLC
1215 Government St.
Ocean Springs, MS 39564
Telephone: (228) 215-1367
Fax: (228) 215-1358
jdanos@bordisdanos.com

LOCATION RELEASE

Property Owner: City of Gautier

- and -

Producer: R.H. Doty

Ancient Tracker Productions

Production: Escape From Hall LLC

Address: 1625 Hwy 90, Suite E

Gautier, MS 39553

Phone: (778) 761-0010

Fax: _____

Email: ancienttrackerdoty@gmail.com

Contact: R.H. Doty

Address: _____

Phone: _____

Fax: _____

Email: _____

Contact: _____

Your signature in the space provided below as owner or agent, will confirm the following agreement ("Agreement") between you, the Property Owner ("Owner") and ^{Ancient Tracker Productions} ~~Escape From Hall LLC~~ ("Company") regarding filming of your property (the "Premises") described below in connection with the production above-referenced (the "Production").

1. ~~Owner hereby grants to Company the right during the Term (as defined below) hereof to photograph and record at, the Premises (including, without limitation, the right to photograph and record both the real and personal property, all of the signs, displays, exteriors, and the like appearing therein, if any) for the period specified below.~~ JMD
10/15/15

2. As used herein, the term "Premises" refers to the premises located at:

3330 US HWY 90 39553, City Hall

3. The term hereof (the "Term") shall commence on or about _____ and shall continue until _____, unless modified by the parties. The Term shall be subject to modification due to changes in production schedules. Owner agrees to consult closely with Company's representatives to ensure scheduling is arranged which will allow for completion of the Production featuring the Premises. Owner acknowledges that Company is incurring significant expenses in reliance on Owner's cooperation and participation in connection with this Agreement ~~and that Owner may be held responsible for the actual and potential damages incurred by employees of the Company.~~ JMD
10/15/15

4. Owner represents and warrants that: (a) Owner has the right and authority to make and enter into this Agreement and to grant Company the rights set forth herein, without the obtaining of any consents or permissions from anyone; and (b) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Company's authorized use of the Premises. Owner hereby waives all rights of privacy or other rights of a similar nature with respect to Company's use of the Premises. ~~Owner shall indemnify, defend, hold Company, its successors and assigns, and its employees, affiliates, and related entities, shareholders, directors, officers and employees, harmless from and against any breach or claim of breach by Company, its successors and assigns, and its employees, affiliates, shareholders, directors, officers and employees, in connection with this Agreement.~~ JMD
10/15/15

5. Company agrees to leave the Premises in the same condition as when received by Company.

6. Company agrees to indemnify and hold Owner harmless from damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any liability and loss which Owner may incur by reason of any accidents, injuries, death or other damage to the Premises directly caused by Company's negligence in connection with its use of the Premises. In connection therewith Owner must submit to Company, ~~within three (3) days~~ after Company vacates the Premises, a detailed list of any property damage or personal injuries which Owner feels Company is responsible, failing which Owner will be deemed to have acknowledged that there is no property damage or personal injuries for which Company is responsible. Owner shall permit Company's representatives to inspect any damaged property and to verify any claims for damages by Owner. JMD
10/15/15

7. Nothing shall obligate Company to photograph, to use such photography, or to otherwise use the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as Company may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or parts thereof, in connection with the Production and any other productions produced by Company.

8. Owner acknowledges that, as between Owner and Company, Company is the copyright owner of the photography and/or recordings of the Premises, and that Company, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any matter and in any media to use and exploit the films, photographs, and

recordings made of or on the Premises in such manner and to such extent as Company desires in its sole discretion without payment of additional compensation to Owner. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs, and recordings made on or of the Premises, and in the advertising and publicity thereof, in perpetuity throughout the universe.

9. Company may assign or transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation; Owner agrees that it shall not have the right to assign or transfer this Agreement.

10. This Agreement constitutes a binding agreement and is the entire agreement among Company and Owner and supersedes all prior negotiations and communications, whether written or oral; representations and warranties, whether written or oral; and documents and writings, whether signed or unsigned, with respect to the subject matter hereof.

APPROVED AND ACCEPTED:

Owner or Owner Representative

Signature _____ *Samantha Abell, city manager*

Print Name: _____ *Dated: _____*

Company or Company Representative

Signature *R.H. Doty*

Print Name: R.H. Doty

As amended: _____

Date : _____

Mayor and Council discussed Consent Item #1 - Order authorizing a Memorandum of Agreement with the MS Dept. of Marine Resources for the MS Gulf Coast National Heritage Community Grant for the Gautier Historic Schoolhouse and Cultural Museum Project and the following vote was recorded.

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

ORDER NUMBER 213-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Agreement with the Mississippi Department of Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the Gautier Colored School Rehabilitation Project is hereby authorized.

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

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

AYES: **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 October 20, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chassity Bilbo, Interim Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: October 07, 2015
Subject: Memorandum of Agreement with the MS Dept. of Marine Resources for the MS Gulf Coast National Heritage Community Grant for the Gautier Historic Schoolhouse and Cultural Museum Project

REQUEST:

The Economic Development and Planning Department requests City Council authorization to enter into a Memorandum of Agreement with the Mississippi Department of Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the *Mississippi Landmark*, the (former) Gautier Colored School also known as the West Pascagoula Colored School. The building is located at 902 De La Pointe Dr. Approval to apply for grant funding was authorized by City Council August 4, 2015. The City was recently selected to receive the grant.

BACKGROUND:

The Gautier City Council and Historic Preservation Commission identified the need to preserve and restore the schoolhouse for its architectural significance. The total estimated cost of rehabilitating the Schoolhouse is estimated at \$425,000.00. The Mississippi Gulf Coast National Heritage Area awarded the City of Gautier a grant in the amount of \$50,000.00 for Gautier Historic Schoolhouse and Cultural Museum Project. Total funding for all awards was \$150,000, with the City of Gautier receiving the maximum grant award of \$50,000.

Funding from the Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant will be used for Phase 2 of the project. Phase 2 work will include the installation of a new roof, restore front porch and make accessible and/or repair existing flooring and walls after foundation repair.

DISCUSSION:

The Gautier Historic Preservation Commission has identified the Gautier Colored School as an important historic site for rehabilitation and preservation. It was listed as one of the Ten Most Endangered Historic Places in Mississippi for 2013. MDAH has awarded the City \$80,000 for the first phase of the project which will focus on stabilizing the building. Phase 2 will utilize this MDMR Grant along with additional MDAH Grant if awarded. The City has applied for the Community Heritage Preservation Grant Program Round 11 Funding with MDAH.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize entering into a Memorandum of Agreement with Mississippi Department of Marine Resources

(MDMR) for a MS Gulf Coast National Heritage Community Grant funding as outlined above. City Council may:

1. Authorize entering into a Memorandum of Agreement with Mississippi Department of Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the Gautier Colored School Rehabilitation Project as outlined above; or
2. Disapprove entering into a Memorandum of Agreement with Mississippi Department of Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the Gautier Colored School Rehabilitation Project.

ATTACHMENT(S):

MS Community Heritage Preservation Grant- Memorandum of Agreement



**MISSISSIPPI
DEPARTMENT OF MARINE RESOURCES**

SUB-GRANT AGREEMENT

**Mississippi Department of Marine Resources
and
City of Gautier**

Sub-Grant #HCG-15/16-003

This document is a Sub-Grant Agreement ("Agreement") between the Mississippi Department of Marine Resources ("MDMR") and the City of Gautier ("Sub-Grantee"), and together with MDMR, the "Parties", and each a "Party" to provide grant funds for the Work specified in Sub-grantee's Request for 2015 Funding Application pursuant to which is incorporated by reference herein. The grant funds provided by this Agreement are made available from funds provided by the United States Department of the Interior/National Park Service ("USDOI/NPS") pursuant to Cooperative Agreement Number P11AC91073 between the USDOI/NPS and the MDMR for the purpose of preserving and interpreting the natural, cultural, historical, scenic and recreational resources in the Mississippi Gulf Coast National Heritage Area.

SUMMARY

CFDA:	15.939
Project:	City of Gautier – Historic Schoolhouse and Cultural Museum Project
Award Amount:	\$50,000.00
Term:	From execution of this Agreement to September 30, 2016

Section 1 - PROJECT DESCRIPTION AND BUDGET

Under this Agreement, MDMR agrees to disburse funds in the maximum amount of Fifty Thousand Dollars and 00/100 Cents (\$50,000.00, the "Funds") to Sub-Grantee in accordance with the terms herein to pay the costs associated with Sub-Grantee's implementation of the project entitled "Historic Schoolhouse and Cultural Museum Project" (the "Project"). Attached hereto and made a part hereof is Attachment "A", the City of Gautier's Sub-Grant Application. The Project is more particularly described in Attachment "A" and this award will fund the items listed in Section D. Project Implementation. The estimated budget for the entire Project from commencement through completion ("Total Budget") is also set out in the Project Budget Summary included in Attachment "A". The Total Budget further identifies the individual tasks ("Tasks") comprising the Project and sets forth an estimated sub-budget for each such Task ("Task Budget") in the Estimate of Probable Costs included in Attachment "A". Sub-Grantee hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the "Work") comprising the Project, all in accordance with the Project Description.

Section 2 - REPORTING REQUIREMENTS

- 2.1 **Activity Reports.** In compliance with the USDOJ/NPS reporting requirements, the Sub-Grantee must provide written quarterly activity reports to the MDMR summarizing work undertaken, in progress, or completed. The first quarterly report is due thirty days after December 31, 2015. Subsequent reports are due thirty days after the end of each quarter. Sub-Grantee must provide a notice of completion and a final report within 30 days of the end of the project. The final report is required before final payments will be made. Reports must be delivered to:

The Department of Marine Resources
Attn: Rhonda Price
Office of Coastal Restoration and Resiliency
1141 Bayview Avenue, Suite 202
Biloxi, MS 39530

OR

Rhonda.price@dmr.ms.gov

- 2.2 **Report Contents.** Quarterly reports using the Progress Report Form attached hereto as Attachment "B" must include:

A. Project objectives;

- B. Activities completed and date of completion; and,
- C. Problems or unanticipated events encountered and their impact on the plan for implementation.

2.3 **Final Reports.** When Sub-Grantee has fully and completely performed all the Work, Sub-Grantee shall transmit to the MDMR a comprehensive report on the Work, along with the corresponding results (the "Final Project Report") using the Final Report Form attached hereto as Attachment "D" and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report") using the MGCNHA Grant Financial Report Form attached hereto as Attachment "D". The Final Project Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports".) As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Sub-Grantee to the MDMR as soon as practicable after Sub-Grantee reaches a determination that it has fully and completely performed all the Work. Within Thirty (30) days of receiving the Final Report, the MDMR will provide Sub-Grantee written approval of the Final Reports or provide written guidance for recommendations to be made to the Final Reports so that written approval may be granted. Upon approval of the Final Reports by the MDMR, final payment to Sub-Grantee will be processed in accordance with Section 6 of this Agreement.

Section 3 - PERIOD OF PERFORMANCE

The period of performance shall commence upon execution of this Agreement by MDMR's Executive Director and by an authorized representative of the Sub-Grantee and shall end by September 30, 2016 ("Period of Performance"). The Sub-Grantee agrees to complete all tasks included in the Project Description within this Period of Performance. The Sub-Grantee commits to expeditiously expend the Funds provided by this Agreement exclusively for the completion of the tasks included in the Project Description.

Section 4 - EXPENDITURE COMMITMENT

The Sub-Grantee commits to expeditiously expend the Funds provided by this Agreement exclusively for the completion of the tasks included in the Project Description.

Section 5 - MATCHING CONTRIBUTIONS

Sub-Grantee agrees to provide match in the amount of \$100,00.00 as described in Attachment A. Matching contributions may begin to be made before the date of this Agreement, but there must be a significant overlap between the time period of the matching contributions and the time period of the Sub-Grant award. The Sub-Grantee is required to provide verifiable documentation to the MDMR that matching funds have been spent and that matching in-kind contributions have been received.

Section 6 - CONSIDERATION AND PAYMENT

Payment. As consideration for the performance of the tasks included in the Project Description of this Agreement, the MDMR agrees to pay Sub-Grantee an amount not to exceed \$50,000.00.

How Payments are Requested. Sub-Grantee may request payment of Funds hereunder for Project costs already paid or incurred by Sub-Grantee (such requests, "Reimbursement Requests"). Funds are provided only after project costs are incurred and paid for by the Sub-Grantee. To request reimbursement, the Sub-Grantee must submit a progress report and documentation of paid expenses and matches including receipts, paid invoices and copies of checks. Documentation of in-kind contributions must be itemized to show the amount and value of contributed labor, services, and materials.

Sub-Grantee shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions.

1. Sub-Grantee may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement by the 25th day of each month, and such Reimbursement Requests shall be submitted separately for the period ending June 30 of any year during the Period of Performance. To receive payment for a Reimbursement Request, Sub-Grantee must submit to the MDMR a written request, substantially in the MGCNHA Grant Financial Report Form (Attachment "E") and a certification that the expenditures and matching contributions reported are accurate, legitimate, and necessary for the accomplishment of the Project.
2. MDMR must approve or deny with cause the invoice within 30 days of the invoice's date. If the MDMR denies with cause the invoice, then it will submit a written explanation to Sub-Grantee outlining the reasons for denial and proposed methods to cure. If the MDMR denies with cause only part of the invoice, it must include the written explanation for the denied portions.

3. Any Funds that are paid by the MDMR to the Sub-Grantee that are not necessary for the completion of the tasks in the Project Description must be promptly returned to the MDMR.

Advance Payment. This is a reimbursement grant. Requests for advance payment may be considered on a case-by-case basis and made with additional stipulations and are not guaranteed.

Payment Processing. The MDMR makes payments within 30 days of receiving an approved invoice. Payment will not be made for services performed before the execution or after expiration of this Agreement.

How Payments Are Made. The MDMR makes payments electronically through the MAGIC Accounting System/Paymode. Payments are deposited into the Sub-Grantee's chosen bank account. The MDMR may require the Sub-Grantee to electronically submit invoices and supporting documentation. The Sub-Grantee understands that the MDMR is exempt from paying taxes.

Defective and Incomplete Work. Sub-Grantee understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and Sub-Grantee shall remain responsible for performance in strict compliance with this Agreement. If the MDMR rejects, condemns or fails to approve any part of the Work, it may issue a Notice to Cure in accordance with Section 15.1.

Section 7 - FINANCIAL MANAGEMENT AND COMPLIANCE

The MDMR requires that the Sub-Grantee have in place, prior to the receipt of Funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. The MDMR may, at its sole discretion, require Sub-Grantee to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. Prior to the submittal of any such documentation to the MDMR, Sub-Grantee shall redact all information reflecting a person's home address, children, dates of birth, financial account numbers, and credit card numbers. Sub-Grantee and any employees or contracted parties of Sub-Grantee are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and Sub-Grantee shall review any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

Sub-Grantee certifies that all information provided to the MDMR or its representative as part of the risk assessment for this Project is complete and accurate. Sub-Grantee agrees to submit to and cooperate with the MDMR in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all Funds.

Section 8 - OUTREACH REQUIREMENTS

Sub-Grantee shall fulfill the requirements of the Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements attached hereto as Attachment "E".

Section 9 - SPECIAL CONDITIONS

Sub-Grantee shall be bound to MDMR by all terms and conditions of this Agreement and, except as otherwise provided herein, by all terms and conditions of the USDOJ/NPS and MDMR Cooperative Agreement Number P11AC91073, a copy of which can be obtained at the offices of the MDMR, is incorporated by reference into this Agreement, and is an integral part of this Agreement. Sub-Grantee shall assume toward MDMR all the obligations and responsibilities which MDMR, through the USDOJ/NPS and MDMR Cooperative Agreement Number (including Modification 5) assumes towards USDOJ/NPS. In addition, Sub-Grantee shall comply with all applicable requirements in 2 CFR, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Sub-Grantee shall perform all Work in strict accordance with this Agreement.

The Parties expect that the Sub-Grantee will conduct all the Tasks and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount as defined in Section 6 of this Agreement.

If, at any time during the Period of Performance (as defined in Section 3 of this Agreement) of this Agreement, Sub-Grantee determines, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the Total Budget, Sub-Grantee shall so notify MDMR immediately in writing.

1. The Sub-Grantee must comply with the approved Project Schedule and Project Budget in the community grant application and any subsequent modifications approved by the MDMR.
2. The Sub-Grantee agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project.

3. The Sub-Grantee hereby agrees that the project and activities for which the Funds are awarded shall constitute a fully completed Project upon conclusion.
4. The Sub-Grantee shall submit to the MDMR a copy of any executed contracts regarding this Project prior to expending any funds provided by this Agreement for costs incurred in the performance of those contracts.
5. The Sub-Grantee shall build to applicable local codes and ordinances and recommended FEMA flood elevations.

Section 10 - FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

The Sub-Grantee shall comply with, and all activities under this Agreement shall be subject to, all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified. This requirement includes, **but is not limited to:**

1. Federal, State and local environmental laws and regulations;
2. Federal and State procurement laws and regulations;
3. The Historic Preservation Act;
4. Secretary of Interior Standards;
5. The Native American Graves Protection and Repatriation Act;
6. The National Environmental Policy Act;
7. The Americans with Disabilities Act;
8. Title IV of the Civil Right Act of 1964;
9. Title IX of the Education Amendments of 1972;
10. The Age Discrimination Act of 1975;
11. Section 504 of the Rehabilitation Act of 1973;
12. Trafficking in Person paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15)
13. The Fair Labor Standards Act; and,
14. The Drug Free Workplace Act of 1988.

In the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the tasks in the Project Description. The Sub-Grantee is responsible for compliance with all applicable federal, state, and local environmental regulations.

Section 11 - CERTIFICATIONS

The Sub-Grantee certifies the following:

- 11.1 **Representation Regarding Gratuities.** The Sub-Grantee has not violated, is not violating, and promises that it will not violate any prohibition against gratuities as provided under Federal or State Law.
- 11.2 **Representation Regarding Contingent Fees.** The Sub-Grantee represents that it has not retained a person to solicit or secure a state contract or grant upon an agreement or understanding for compensation, except as disclosed in Sub-Grantee's application.
- 11.3 **Lobbying.** The Sub-Grantee certifies that it has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Sub-Grantee must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by the Sub-Grantee.

Section 12 - INDEPENDENT STATUS/REQUIREMENTS REGARDING EMPLOYEES

- 12.1 **Independent Status.** Sub-Grantee is an independent sub-grantee of the MDMR, not an employee, agent, joint venture, or partner of the MDMR.
- 12.2 **Representation of Qualification to Perform.** Sub-grantee represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way to be employees of the MDMR. The Sub-Grantee shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.
- 12.3 **Discrimination Prohibited.** The MDMR is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other

consideration made unlawful by federal, state, or local laws. The Sub-Grantee agrees to strictly adhere to this policy in its employment practices and provision of services.

Specifically, the Sub-Grantee agrees to all of the following:

- 1) The Sub-Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Affirmative action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Sub-Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Sub-Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Sub-Grantee's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Sub-Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Sub-Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.
- 6) In the event of the Sub-Grantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be terminated or suspended in whole or in part and the Sub-Grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Sub-Grantee will include the entirety of this section in every subcontract, subgrant or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions are binding upon each subcontractor or vendor. The Sub-Grantee will take such action with respect to any subcontract, subgrant, or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Sub-Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency it may request the United States to enter into the litigation to protect the interests of the United States.

The Sub-Grantee further agrees that it will be bound by these equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Sub-Grantee is a state or local government, this equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the government which does not participate in work on or under the Agreement.

The Sub-Grantee agrees that it will (1) assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; (2) that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and (3) that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sub-Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Grantee agrees that if it fails or refuses

to comply with these undertakings, the MDMR may take any or all of the following actions: (a) Cancel, terminate, or suspend in whole or in part this Agreement; (b) refrain from extending any further assistance to the Sub-Grantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Sub-Grantee; and (c) refer the case to the Department of Justice for appropriate legal proceedings.

12.4 **E-Verify Program.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §§ 71-11-3. For anyone hired to perform work in Mississippi, the Sub-Grantee must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. Sub-Grantee agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. Sub-Grantee further represents and warrants that any person assigned to perform services related to this Agreement meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Sub-Grantee understands that any breach of these warranties may subject it to the following:

- (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the termination being made public, or
- (b) the loss of any license, permit, certification or other document granted to Sub-Grantee by an agency, department or government entity for the right to do business in Mississippi for up to one year, or both
- (c) In the event of termination, Sub-Grantee is also liable for any additional costs incurred by the State due to cancellation of this Agreement or loss of license or permit.

Section 13 - ACCESS TO RECORDS.

The Sub-Grantee agrees that the MDMR, or any of its duly authorized representatives, at any time during the term of this Agreement, has access to, and the right to inspect all work hereunder and to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records include, but are not limited to, financial records, environmental permits/clearances, procurement documentation, and statistical records. The Sub-Grantee agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

Notwithstanding any review or inspection by the MDMR and its representatives, Sub-Grantee shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set for in this Agreement solely by virtue of such inspection or review of the Work. Sub-Grantee shall provide the MDMR and its representatives with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Sub-Grantee's performance of the Work and completion of the Project.

Section 14 - OWNERSHIP OF INTELLECTUAL PROPERTY

The MDMR owns all documents and intellectual property created in connection with this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal correspondence. The Sub-Grantee must deliver all documents and working papers to MDMR on termination or completion of this Agreement.

The Sub-Grantee assigns all worldwide interest to the work created under this Agreement exclusively to MDMR, including all software code, documentation, design, trademarks, logos and trade dress associated with the work. Sub-Grantee disclaims all trademark and copyright interest in the work. Sub-Grantee affirms that it has no other intellectual property interest that would undermine this assignment, or the use of the work, and will do nothing to undermine it in the future. MDMR assigns Sub-Grantee a non-exclusive, commercial, royalty free, non-assignable license to create derivative works using the material developed for this work.

Section 15 - TERMINATION

The MDMR may terminate this Agreement for any of the following reasons:

- A. for cause;
- B. for convenience;
- C. for insufficient funds; or
- D. by mutual agreement.

- 15.1 **Termination for Cause.** If the MDMR determines that the Sub-Grantee has breached any provision of this Agreement, including, without limitation, any failure by Sub-Grantee to perform the Work in accordance with the Total Budget, Task Budget(s), and schedule set forth in the Project Description, the Sub-Grantee shall be deemed to be in default of this Agreement and shall constitute cause for the MDMR to issue a written "Notice to Cure" to Sub-Grantee. Any such Notice to Cure shall describe in reasonable detail the basis for the MDMR's determination of default and shall provide Sub-Grantee with a period of no less than thirty (30) days in which to cure such default (or, if such default is incapable of being cured within thirty (30) days, to commence a cure of such default). If Sub-Grantee has not cured or, as the

case may be, commenced a cure of, any such default within thirty (30) days of its receipt of a Notice to Cure, the MDMR may thereafter terminate this Agreement by written notice to Sub-Grantee.

- 15.2 **Termination for Convenience.** The MDMR may, when the interests of the state so require, terminate this Agreement in whole or in part, for the convenience of the state.
- 15.3 **Termination for Insufficient Funds.** The MDMR's obligation under this Sub-Grant is conditioned upon the availability of funds from state, federal, or other funding sources. If anticipated funds are ever insufficient or there is a material alteration in the funded program, then the MDMR may terminate this agreement with 10 day's written notice to the Sub-Grantee. If the MDMR terminates the Agreement under this subsection, then it does so without any damage, penalty, cost, or expense.
- 15.4 **Mutual Termination.** Upon agreement of both parties, the Agreement can be terminated immediately.
- 15.5 **Force Majeure.** Each party is excused from performance of any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of the party or its contractors. Force majeure events include acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, the Sub-Grantee must notify the MDMR immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDMR determines it to be in its best interest to terminate the Agreement.
- 15.6 **In Case of Termination.** On the date of termination, the Sub-Grantee incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at the Agreement price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

On termination, the Sub-Grantee must do all of the following:

1. Terminate outstanding orders and subcontracts as they relate to the terminated work.

2. Settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.
3. Take timely, reasonable, and necessary action to protect and preserve property in its possession in which the state has an interest.
4. Assign the Sub-Grantee's rights, titles, and interest under terminated orders or subcontracts to the State, if requested by the MDMR.
5. If the termination is just for a portion of the work, then complete the non-terminated work duties.

Section 16 - STOP WORK ORDER

16.1 Order to Stop Work

The MDMR may require the Sub-Grantee to stop all work or any part of the work called for by this Agreement. The order must be identified as a "stop work order" and cite this section of the Agreement. The written stop work order must not exceed 90 days, unless the parties agree to a longer period. The MDMR may issue the order at any time and without notice to any surety.

The Sub-Grantee must comply with the stop work order and take all reasonable steps to minimize costs allocable to the order. Before the stop work order expires, the MDMR may either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.

16.2 Cancellation or Expiration of the Order:

If a stop work order expires or is cancelled, the Sub-Grantee may resume work. An appropriate adjustment may be made in the delivery schedule and price if:

- (a) the stop work order results in an increase in the time or cost required for performance of this Agreement;
- (b) the Sub-Grantee asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and
- (c) the modifications are put in writing and signed by the parties.

Section 17 - CONFIDENTIALITY

- 17.1 **Confidentiality.** The Sub-Grantee must not use or disclose any confidential information. However, nothing in this section precludes the Sub-Grantee from disclosing or using confidential information, if:
- (a) The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
 - (b) Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or
 - (c) The confidential information was received by the Sub-Grantee after termination of the service period from a third party that had a lawful right to disclose it to the Sub-Grantee.
 - (d) Sub-Grantee must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.
- 17.2 **Transparency.** This Agreement, including all attachments, is under the Mississippi Public Records Act of 1983 (Miss. Code Ann. §§ 25-61-1 *et seq.* and § 79-23-1) and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. §§ 27-104-151 *et seq.*). Unless exempted by a court-issued protective order, a copy of this Agreement will be posted to the Department of Finance and Administration's website for public access at www.transparency.ms.gov.

Section 18 - LIABILITY AND INDEMNIFICATION

- 18.1 **Liability and Indemnity.** The Sub-Grantee assumes all liability for work to be performed and for breach of any of the terms of this Agreement. **Sub-Grantee agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of Sub-Grantee, its employees or representatives.** Sub-Grantee assumes all liability for workers' compensation and employers' liability coverage for its own employees. Sub-Grantee is responsible for and holds MDMR harmless from loss of or damage to Sub-Grantee's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Sub-Grantee or its independent contractors. Sub-Grantee must comply

with all applicable laws and government regulations, including OSHA and comparable state requirements.

- 18.2 **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this Agreement, in the event the Sub-Grantee defaults in any obligations under this Agreement, the Sub-Grantee must pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this Agreement or otherwise reasonably related thereto. Sub-Grantee agrees that under no circumstances is the MDMR or the State of Mississippi obligated to pay any attorneys' fees or costs of legal action to the Sub-Grantee.

Section 19 - MISCELLANEOUS

- 19.1 **Severability.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement remains in full effect.
- 19.2 **Entire Agreement.** This Agreement and its attachments are the entire understanding between the parties.
- 19.3 **Changes.** The parties can amend this Agreement only by a written document signed by both parties.
- 19.4 **No Delegation.** The Sub-Grantee acknowledges that it was selected by the MDMR to perform the work based upon the Sub-Grantee's special skills and expertise. The Sub-Grantee must not delegate its duties under this Agreement in whole or in part without the prior written consent of the MDMR. The MDMR may, in its sole discretion, approve, approve with conditions, or deny consent without reason. Any attempted delegation or transfer of its obligations without consent is null and void. No approval by the MDMR of any subcontract or sub-grant is consent to increase the maximum price of this Agreement.
- 19.5 **Disputes.** Before pleading to any judicial system at any level, the Sub-Grantee must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of the MDMR. The decision of the Executive Director will be reduced to writing and a copy thereof mailed or furnished to the Sub-Grantee within fourteen (14) days after receipt of information requested by the MDMR or the Executive Director.

- 19.6 **Applicable Law.** This Agreement is governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Agreement must be litigated in the state courts of Mississippi.
- 19.7 **Conflict of Interest.** The Sub-Grantee shall immediately notify the MDMR in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the Sub-Grantee shall notify the MDMR of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to the MDMR's satisfaction, the MDMR reserves the right to terminate this Agreement per the Section 15.2, Termination for Convenience clause.
- 19.8 **Insurance.** If Sub-Grantee maintains workers compensation insurance and/or insurance against liability for injury to persons or property, or if it procures such insurance during the term of this Agreement, it should have the USDOJ/NPS and the MDMR named as additional insureds on all such policies for any work performed by Sub-Grantee pursuant to this Agreement and provide the MDMR with appropriate Certificates of Insurance reflecting such additions within thirty (30) days after this Agreement is fully-executed.
- 19.9 **Public Records.** MDMR shall be responsible for responding to any public records requests related to this Agreement pursuant to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 *et seq.* The MDMR will respond to requests addressed to either of the parties herein. Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, the MDMR shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this Agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 19.10 **Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), Sub-Grantee shall not make any public announcements in respect to this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the MDMR, and the Parties shall cooperate as to the timing and contents of any such announcement.
- 19.11 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications state in this Agreement. All modifications to the Agreement must be made in writing by the MDMR.
- 19.12 **Third Party Action Notification.** Sub-Grantee shall give the MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against

Sub-Grantee by any entity that may result in litigation related in any way to this Agreement.

- 19.13 **Waiver.** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by the Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as to require waiver of future or other defaults.
- 19.14 **E-Payment.** Sub-Grantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle.
- 19.15 **Headings and Summary.** The headings and the Summary in this Agreement are for convenience only, and are not a complete expression of the terms of this Agreement. In any case in which the terms of the Agreement and the Summary conflict, the terms of the Agreement control.
- 19.16 **Notices:** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Sub-Grantee:

Samantha Abell, City Manager

City of Gautier

Post Office Box 670

Gautier, MS 39553



**Mississippi Gulf Coast National Heritage Area
Request for 2015 Funding Application**

Project Title: Gautier Historic Schoolhouse & Cultural Museum Project

Project Location: 902 De la Pointe Drive Gautier, MS (Jackson County)
(Please list the county or counties where the project will take place)

Project Category: *Historical* *Cultural* *Natural Resources* *Recreation*

Applicant /Organization: City of Gautier

Address: P.O. Box 670 (3330 Highway 90)

City: Gautier **State:** MS **Zip Code** 39553

Project Manager: Jeremy Thames **Title:** Cultural Services Director

Telephone: (228) 219-7041 **Fax Number:** (228) 497-1038

Email: jthames@gautier-ms.gov

Are there other organizations partnering on this project? *Yes* *No*

If yes, which organizations: Gautier Historic Preservation Commission, the Volunteer Steering Committee
for the Schoolhouse Project, and the American Legion Post #1992. Funding from MS Dept. of Archives & History.

Brief Project Description (not to exceed 250 characters):

Funding will enable the City to continue the restoration work on the dilapidated former Gautier Colored School which was built c. 1921 for African-American children. Ultimately the little schoolhouse will become a museum and meeting place.

Amount Requested from Mississippi Gulf Coast National Heritage Area \$ 50,000

Amount of Matching Contributions (cash and / or in-kind) \$ 100,000 (MDAH grant and local match)

Total Project Cost \$ \$150,000

How many months will the project take to complete? 12 months
(The maximum grant period is twelve (12) months)

Proposed Start Date: October 1, 2015

Target Completion Date: September 30, 2016

***The application must be signed by two authorized officials of the applicant organization.**

Statement of Assurances

The information provided in this application is correct and complete. By signing below, we affirm that we are authorized representatives and have authority to act on behalf of the organization applying for this Mississippi Gulf Coast National Heritage Area Grant.



Signature

Gordon T. Gollott

Printed Name

Mayor, City of Gautier

Title

August 5, 2015

Date



Signature

Samantha D. Abell

Printed Name

City Manager, City of Gautier

Title

August 5, 2015

Date

PROJECT PROFILE- GAUTIER HISTORIC SCHOOLHOUSE AND CULTURAL MUSEUM PROJECT

IMPACT STATEMENT: This project will accomplish completion of the first phases of construction work on the rehabilitation of the historic Gautier Colored School including a new roof, restoration and accessibility of the front porch, and/or repair of existing flooring and walls.

LINKAGE TO MGCNHA MANAGEMENT AND IMPLEMENTATION PLAN: This project is linked to the MGCNHA Plan under 1) Developing, promoting, and marketing the heritage area by establishing interpretive and information centers; and 2) Conserving heritage resources through fostering partnerships and educating residents & visitors about historic resources.

PROJECT DESCRIPTION:

- A. **Project Location:** 902 De La Pointe Drive Gautier, MS 39553 (Jackson County)
- B. **Need for Project:** The one-room schoolhouse was built c. 1921 by the African-American community for students of all ages. It functioned as a school until 1946 and later served as a community center, polling place, and Senior Citizens Center. Over time, the nearly 100 year old building has become too dilapidated for public use. In 2013, the MS Heritage Trust listed the building as one of the *10 Most Endangered Historic Places in Mississippi*.
- C. **Goals:** The Gautier City Council and Historic Preservation Commission identified the need to restore and preserve the schoolhouse for its architectural significance (West Indies style cottage with 18-paned glass windows and local heart pine lumber) but primarily for its historic and cultural significance as one of the few remaining one-room schoolhouses on the coast. The goal is to restore the building so that it can be used as a Historic Schoolhouse and Cultural Museum with space for small gatherings. Exhibits will include the construction of the building by the local community as well as stories about some of the students who attended school there and their teachers. Well-known educator Earnestine Ellis Fountain will be honored for her service there in the 1940's. She later went on to become the first African-American Principal in the Pascagoula School District. There are many important stories to be told about the challenges of that era and how these challenges were overcome.
- D. **Project Implementation:** The total cost of rehabilitating the Schoolhouse is estimated at \$425,000 and is being undertaken in phases. The first phase is currently underway and includes structural evaluation and hazardous materials assessment along with some demolition of non-original additions, abatement, repair and leveling of the foundation, repair of the roof structure, and securing the exterior envelope. The City has contracted with an architectural firm, and drawings and specifications are currently being reviewed by the MS Dept. of Archives and History prior to advertisement for bids. \$50,000 in MGCNHA funding is requested for the next phase of construction to augment the current MDAH grant. This money will provide funding for a new roof, restoration of the front porch and added accessibility, and/or repair of the existing flooring and walls after foundation repair.
- E. **Regional Impact:** It is anticipated that the Gautier Historic Schoolhouse & Cultural Museum will attract visitors from all around the region due to its social/historic significance.
- F. **Sustainability:** The Gautier City Council and Historic Preservation Commission are committed to the project. A volunteer Steering Committee has also been formed to assist with fundraising and promotion. Additional grant applications will be submitted to MDAH

and other relevant organizations for funding to complete the project. The City's Cultural Services Department will be responsible for maintenance and eventual facility staffing.

PUBLIC BENEFIT:

- A. Benefit:** The community will benefit from the transformation of a blighted building into a useful structure that will showcase the challenges faced by African Americans to receive an education during the 1920s to 1940s. This will foster an increased sense of pride and respect for heritage resources in the community.
- B. Outreach:** The project will continue to be promoted to the general public through presentations to civic groups, newsletters, posts on social media, signage at the site, and press releases and interviews with local television and news outlets. Once the building's restoration is totally completed, tourism outlets will be contacted.
- C. Impacts:** MSGCNHA funding for the continued work on the building will add another layer of funding to the project and will move the City closer to the ultimate finished product. As construction takes place at the site, local interest will be generated and momentum should be gained. While this phase of funding will not complete the restoration of the building, ultimately the community will gain a re-purposed 100 year old building that tells the story of those who actually constructed the building, taught school there, and studied next to the pot-bellied stove. Local historians, history books, and news articles have provided photographs and stories; and former students have also been interviewed. The museum will be a unique and educational historic resource that will help to tell our nationally significant story.
- D. Job Creation:** This project will create construction work opportunities and eventually will require a staff person to manage the Schoolhouse Museum.

FUNDING:

In December 2013, the City received a Community Heritage Preservation (CHP) Grant award from the MDAH for \$80,000 with a \$20,000 local match. The CHP grant funding is reimbursement-based upon completion of Phase I of the project (prior to the December 2016 end date). This state-funded Community Heritage Preservation grant will serve as the match to the MGCNHA grant and will exceed the required 25% match requirement. (See attached.)

PROJECT TIMELINE/MILESTONES:

Project Start Date: 10/01/2015	After grant awarded, additional Phase II construction elements will be added to the bid package for advertisement.
Fall 2015	Project advertised for bid and contractor selected; construction begins.
04/01/2016	Mid-year Progress Report submitted.
Completion Date: 09/30/16	Construction completed-Phases I & II. Final Project Report submitted.

PROJECT EVALUATION AND OUTREACH AND EDUCATION REQUIREMENTS:

The successful completion of the project will include the Phase II construction tasks finished accurately and timely prior to Sept. 30, 2016 along with submission of required reports. Mississippi Gulf Coast National Heritage Area financial support will be acknowledged on a sign(s) at the site and in marketing materials, press releases, social media posts, and newsletters.

**MS Gulf Coast National Heritage Area Grant
Gautier Historic Schoolhouse & Cultural Museum Project**

PROJECT BUDGET SUMMARY

Estimate of Probable Costs (Approx. 1760 sq. ft.)	Phase 1 Funded by MDAH Grant & Local Match (non-federal \$)
Professional Fees	\$21,905
Stabilization	\$69,095
Construction Administration	\$6,000
Construction Admin.-Structural Engineer	\$3,000
TOTAL:	\$100,000
	Phase 2 MSGCNHA Funding Request (federal \$)
Professional Fees	\$5,000
Construction Costs	\$45,000
TOTAL:	\$50,000
TOTAL PROJECT COST (Phase 1 and 2):	\$150,000

MSGCNHA Funding Request: \$50,000 (33% of total project)
MDAH Community Heritage Preservation Grant & Match: \$100,000 (67% of total project)
Total: **\$150,000**

The state funded grant from MDAH exceeds the 25% cash match minimum required by the MSGCNHA grant for this project.

Note: The Gautier Historic Schoolhouse & Cultural Museum Restoration Project is estimated to cost approximately \$425,000 for the entire project. Funding is requested to help complete Phase I and II of the project to stabilize the structure and to begin the interior restoration. See the attached Estimate of Probable Costs from Dale Partners Architects for a breakdown of costs for the entire project.

Dale Partners Architects	8.1.15
Rehabilitation Of the Old Gautier School-	
Estimate of Probable Costs	
approx. 1760 sf for original building and back addition	
PHASE ONE-MDAH GRANT	
Phase One - Professional Fees	
Photographic Documentation	\$2,990
Structural Evaluation	\$3,100
Hazardous Materials Report	\$1,815
As built drawings	\$6,000
Plans for Stabilization	\$8,000
Total	\$21,905
Phase One - Stabilization	
Hazardous material abatement, Demolition, repair and level foundation, repair roof structure, secure exterior envelope.	\$69,095
Phase One - Construction Admin	
abatement specs and approx 24 hrs of bidding and negotiating and Construction site visits and administration.	\$6,000
Phase One - Add'l Construction Admin Fees	
Anticipated for site visits required by SE for foundation repair. WILL NEED TO BE ADDED BY AMENDMENT IF DETERMINED NECESSARY AFTER BID	\$3,000
Phase One TOTAL	\$100,000
PHASE TWO- DMR GRANT	
Phase Two - Professional Fees	
	\$5,000
Phase Two - Construction Costs	
Install new roof (\$15,000), restore front porch and make accessible (\$15,000) and/or repair existing flooring and walls after foundation repair (\$15,000).	\$45,000
Phase Two TOTAL	\$50,000
PHASE THREE-FUTURE MDAH GRANT	
Phase Three - Professional Fees	
	\$25,000
Phase Three - Construction Costs	
Repair and Refinish Interior Floors, walls and ceilings, repair and refinish existing ext. siding, repair and refinish existing window, replace missing windows, provide new entrance doors, rebuild back addition for storage and ADA, restore front porch and make accessible.	\$170,150
Phase Three TOTAL	\$195,150
PHASE FOUR-FUTURE MDAH GRANT	
Phase Four - Professional Fees	
	TBD
Phase Four - Construction Costs	
Complete paint work, complete water and sewer connections, install plumbing fixtures, appliances, hardware, toilet accessories, HVAC, complete installation of electrical work, light fixtures and fire alarm.	\$79,850
Phase Four TOTAL	\$79,850
Project Total	\$425,000



Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements

The grant program of the Mississippi Gulf Coast National Heritage Area is funded with public dollars provided through the National Park Service. As a condition of funding, grantees agree to acknowledge the support of the Mississippi Gulf Coast National Heritage Area in all of the following ways:

1. Notification of Legislators: Send a letter to your representatives in Congress and the Mississippi Legislators to notify them that your project has received a federal grant award through the Mississippi Gulf Coast National Heritage Area. We will provide a list of addresses by email.
2. Publications: Use the Mississippi Gulf Coast National Heritage Area logo and credit line verbatim in all project-related published materials, print and online.
 - a. Credit line:
This project is made possible by a grant from the Mississippi Gulf Coast National Heritage Area.
 - b. Alternative credit line #1:
This project is made possible in part by a grant from the Mississippi Gulf Coast National Heritage Area.
 - c. Alternative credit line #2:
Support and funding provided by the Mississippi Gulf Coast National Heritage Area.

Any alternative wording of this credit line must be cleared in advance with Rhonda Price

3. Link to Website: Provide a hyperlink from your website or blog, e-newsletter, and/or project-related social media platforms to the Mississippi Gulf Coast National Heritage Area website (www.msgulfcoastheritage.ms.gov). We strongly prefer you link both the Mississippi Gulf Coast National Heritage Area logo and name.
4. Press Releases: Acknowledge (with credit line) the support of the Mississippi Gulf Coast National Heritage Area in all press released related to the grant project.
5. Verbal Acknowledgment: Provide verbal acknowledge of the support of the Mississippi Gulf Coast National Heritage Area in all public presentations, meetings, classes, and/or workshops supported by the grant.

Be sure to provide copies of all promotional materials and press clippings in your final report to the Mississippi Gulf Coast National Heritage Area.

Please direct all inquiries and material relating to these outreach requirements to:

Mississippi Gulf Coast National Heritage Area
1141 Bayview Avenue
Suite 202
Biloxi, MS 39530
Attention: Rhonda Price



**Mississippi Gulf Coast National Heritage Area Grant Program
Progress Report Form**

Grantee Name	
Project Title	
Amount of Grant	
Report Date	

- 1. Please list your project objectives.**

- 2. Please describe what you have accomplished with the project since your project has begun.**

- 3. Has anything unexpected happened since starting your project? If so, is it affecting your plan for implementation?**

Name

Date

Title

MGCNHA Grant Financial Report Form
Summary of Documented Expenses to Be Reimbursed and Matching Contributions

Grantee:

Project Title:

Notes:

1. At the time of the reimbursement request, the grantee should document a total amount of matches that is at least equal to the amount requested for reimbursement.
2. For each expenditure listed, the grantee must submit documentation of cost (copy of invoice and/or receipt) and documentation of payment (copy of cancelled check (preferred), copy of check, and/or copy of receipt).
3. If allowed as a reimbursable expense or match by the grant contract, mileage costs must be further documented on a separate sheet of paper with a breakdown of miles traveled, destinations, and reimbursement rate.
4. If allowed as a reimbursable expense or match by the grant contract, project labor must be further documented on a separate sheet of paper with a breakdown of hours contributed and hourly rates for each individual.

Certification by Financial Officer or Authorized Representative

I certify that the expenditures and matching contributions reported below are accurate, legitimate, and necessary for the accomplishment of the grant project.

 Name and Title _____
 Date

Item	Vendor/Provider	Check #	Portion to Be Amount Reimbursed	Portion to Count as Match	Documentation Provided
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Totals 0.00 0.00 0.00

Amount Requested for Reimbursement at This Time _____		Amount of Match - This Period _____
Amount Previously Reimbursed and/or Advanced _____		Amount of Match - Previously Documented _____
Total 0.00		Total 0.00



**Mississippi Gulf Coast National Heritage Area Grant Program
Final Report Form**

Grantee Name:	
Project Title:	
Amount of Grant:	
Date Project Was Completed:	

1. Please list your project objectives.
2. Please describe what you accomplished with the project.
3. Have you received any preliminary indication of the success or effectiveness of the project? If so, please describe, using quantitative measures if available.
4. Did anything unexpected happen during the project? If so, how did it affect your results?
5. Describe one or two lessons learned during the implementation of the project.
6. What is next? Describe what will happen to the project in the future.
7. What difference did the Mississippi Gulf Coast National Heritage Area's support of the project make to the project and to your organization?
8. How did you acknowledge the support of the Mississippi Gulf Coast National Heritage Area?

Separately, please provide copies of completed work materials, publicity, and/or digital photos, per the specific terms of your grant agreement.

I certify that _____ (organization name) will maintain and hold all grant related records, including financial documentation, for a minimum of three years following the completion of the grant project.

Name

Date

Title

Councilman Vaughan made the motion to appoint Mayor Gordon Gollott and Councilman Rusty Anderson to JCUA Taskforce Committee. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to go into Closed Session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to go into Executive Session to discuss ongoing litigation Vassey vs Gautier. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to authorize City of Gautier to hire a surveyor to determine the precise metes and bounds of the Vassey property. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to go into Open Session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to adjourn the meeting until November 3, 2015 at 6:30 PM. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of November 3, 2015.