

**Tuesday
April 5, 2016
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 April 5, 2016 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
April 5, 2016 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. Jackson County Household Hazardous Waste Collection Day, Saturday, April 23, 2016, 8 A.M. – 12 Noon, Singing River Mall Parking Lot.**

IV. Presentation Agenda

- 1. Update of Gautier Town Center Shopping Venues, by Morrison USA and Companies.**

V. Public Agenda

- 1. Agenda Comments**

VI. Business Agenda

- 1. Order approving Earth Day 2016 Celebration to be held at George W. Martin City Park on April 23rd from 9 A.M. to 2 P.M.**
- 2. Consideration of a proposed City Manager Succession Plan.**

3. **Consideration of an ordinance designating the East Lake District and renaming of Allen Road to East Lake Boulevard.**
4. **Order authorizing the City to award and execute a contract with Floore Industrial Contractors for the Allen Road (East Lake Blvd) Improvements Project in an amount not to exceed \$643,000.**
5. **Consideration of a request by B&D Plastics for the city council to direct the city manager to authorize the issuance of a construction permit for a six-story tall manufacturing building located on Allen Road, and to disregard the zoning district height requirements, and also disregard violations to federal and state fire safety and environmental regulations and city development code requirements, in order to permit the latest expansion of a Heavy Manufacturing Plastics Plant operating in a C-3 Highway Commercial District adjacent to a low-density residential area with no buffer, and federally-protected environmentally sensitive lands, without a rezoning, or a Conditional Use Permit-Major, or consideration by public hearing at the Planning Commission as required by the Unified Development Ordinance. John Hunter esq. and Rusty Gill esq., authorized agents and attorneys for B&D Plastics.**
6. **Consideration of a Cable Television Franchise Ordinance with Cable One, Inc.**
7. **Order authorizing the implementation of the new wage scale and payment of raises to the Gautier Fire Department employees as negotiated in the contract between the City of Gautier and the Gautier Firefighters Association as approved by the Gautier City Council on March 15, 2016.**
8. **Order authorizing the City to proceed with the purchase and construction of a 20x30 splash pad to be constructed at Bacot Park.**
9. **Discussion of Professional Probationary Services by City Attorney, Josh Danos.**
10. **Order authorizing Police Chief Dante Elbin to proceed with an initiative to impose a \$10.00 surcharge, in addition to any other monetary penalties set by law on traffic citations.**
11. **Order authorizing the acceptance of lowest bid from Twin L Construction in the amount of \$48,250.00 for the Mississippi Department of Wildlife, Fisheries and Parks Recreational Trails Improvement Program for Shepard State Park.**
12. **Order authorizing the City to enter into a lease purchase agreement with Hancock Bank in the amount of \$26,685.00 at an interest rate of 1.98% for a Ford F-150 Super Cab SSV Truck for the Police Department.**
13. **Order approving Docket of Claims.**

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

1. Order authorizing the acceptance of a donated baseball scoreboard from the Pascagoula-Gautier School District.
2. Order authorizing the renewal of Pet Insurance for K9 Caesar to include a Major Medical and a Wellness Plan at an annual cost of \$498.15.
3. Order authorizing the City Attorney to proceed with title and closing for donated property from Betty Scheffler, Davy W. Scheffler, Gary D. Scheffler and Robert H. Oswald on Bayou Oaks Road Section 26, Township 7 South, Range 7 West, on Bayou Oaks Road in Jackson County.
4. Order authorizing the Police Department to declare equipment surplus and remove from inventory.
5. Order authorizing Bid Advertisement for the 2016 Solid Waste Services.
6. Order authorizing the acceptance of donations in the amount of \$100.00 from Coldwell Banker Smith Homes, Realtors and \$50.00 from American Legion Auxiliary Unit #1992 for the 5th Annual Easter Egg Hunt at Shepard State Park.

STUDY AGENDA

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

Recess until April 19, 2016 at 6:30 PM

www.gautier-ms.gov

Councilman Colledge made the motion to revise and approve the agenda as follows:

1. Table Business Agenda Item #9 - Discussion of Professional Probationary Services by City Attorney, Josh Danos.
2. Move Business Agenda Item #2 - Consideration of a proposed City Manager Succession Plan to the end of the business agenda and add an executive session to discuss personnel issues prior to that business item.

Councilman Guillotte seconded the motion and the vote carried as follows:

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

NAYS: Gordon Gollott

Announcements:

1. Jackson County Household Hazardous Waste Collection Day, Saturday, April 23, 2016, 8 A.M. – 12 Noon, Singing River Mall Parking Lot.

Presentation Agenda:

1. Update of Gautier Town Center Shopping Venues, by Morrison USA and Companies.
-



JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

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

A One Day FREE

Proper Disposal Turn-in Event

SATURDAY

APRIL 23, 2016

8 A.M. - 12 NOON

SINGING RIVER MALL

PARKING LOT

HWY 90, GAUTIER

DO NOT BRING

Explosive Materials,
Radioactive Materials,
PCB's, Medical Waste,
Syringes, Compressed
Cylinders, Electronic Waste
****NO CONTRACTORS
NO WASTE FROM
BUSINESSES****



Put Toxic Waste In Its Place

Household Hazardous Waste

Unused or leftover portions of products containing toxic chemicals. Any product which is labeled

CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE is considered a household hazardous waste.

A Safe Substitute

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

Legal Transportation

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

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

Proper Disposal

Extremely Important

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

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



For More Information Call 228-872-8340 or visit <http://www.co.jackson.ms.us/departments/solid-waste/>

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

ORDER NUMBER 073-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Earth Day 2016 Celebration to be held at George W. Martin City Park on April 23rd from 9 A.M. to 2 P.M. is hereby approved.

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

Motion was made by **Councilman 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 April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager

From: La Freida Ray, Cultural Services Director

Date: March 30, 2016

Subject: 2016 Earth Day Celebration

REQUEST:

The Cultural Services Department requests City Council approval to host a 2016 Earth Day Celebration at George W. Martin City Park on April 23, 2016.

BACKGROUND:

Earth Day is an annual event, celebrated on April 22, when events are held worldwide to demonstrate support for environmental protection. It was first celebrated in 1970, and is now coordinated globally by the Earth Day Network. It has grown to be celebrated in more than 192 countries each year.

DISCUSSION:

The Cultural Services Department has planned an event that promotes a healthy environment. This event will help educate our youth on the various aspects of environmental protection. It will be held 9:00 am to 2:00 pm on April 23, 2016, at City Park. Activities will include a tree giveaway, workshops, and games/activities for the youth.

RECOMMENDATION:

The Cultural Service Department recommends that City Council approve the Earth Day Celebration at George M. Martin City Park.

ATTACHMENT(S):

None

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

ORDINANCE NUMBER 228-2016

ORDINANCE ESTABLISHING THE RENAMING OF ALLEN ROAD TO EAST LAKE BOULEVARD

WHEREAS, the area at Exit 57 north of the interstate was annexed in 2002; and

WHEREAS, in 2010, Bienville Medical group announced that the area was selected for the site for their new Medical Complex; and

WHEREAS, in 2012, the city obtained a CAP Loan from the Mississippi Development Authority to make improvements to the Allen Road to “boulevard” the access to the new medical complex; and

WHEREAS, in 2012, the city began developing a Master Plan for the area and working with MDOT to better align a north-south roadway that MDOT would be constructing as a part of the Highway 57 widening project to relocate the existing Allen Road/Highway 57 connection further away from the interstate; and

WHEREAS, the Bienville Medical Complex, to include Bienville Orthopedic Specialist, other specialty doctor’s offices, specialty imaging services, and an Ambulatory Surgery Center, will anchor this area; and

WHEREAS, this \$20 million private investment will bring 185-plus full and part-time jobs to the area. Payroll is expected to reach nearly \$7.8 million; and

WHEREAS, once completed, the City’s share of the property taxes for the Bienville property will double from their current valuation; and

WHEREAS, the new Medical Complex will be named “Bienville Medical Park at East Lake”; and

WHEREAS, the branding of this area is very important for its future growth; and

WHEREAS, renaming “Allen Road” to “East Lake Boulevard”, along with the roadway improvements underway by the City, will solidify the branding effort; and

WHEREAS, the City Council has authority to take such action pursuant to Miss. Code Ann. § 21-37-3.

NOW THEREFORE, IS IT ORDAINED BY THE CITY COUNCIL OF GAUTIER, MS THAT:

SECTION 1. “Allen Road” be renamed, “East Lake Boulevard”.

SECTION 2. The City will send public notification to each property owner on Allen Road and publish a Public Notice in the newspaper.

SECTION 3. The City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

SECTION 4. The Economic Development Director is authorized and directed to make appropriate revisions to the official map of the City of Gautier, Mississippi to reflect the renaming of said Public Street and to take further appropriate action as required to affect said street name change.

SECTION 5. The City Clerk shall notify the United States Postal Service, Department of Transportation, Public Safety Communication Division, E-911, the Post Office, the relevant utility companies, Jackson County, Mississippi, all appropriate City Departments, and other necessary parties of the renaming of said street.

SECTION 6. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 7. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 4. This ordinance shall become effective thirty (30) days after passage and publication.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Colledge** to adopt the foregoing ordinance and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 5th day of April, 2016.

Gordon Gollott, Mayor

Attest: _____
Cynthia Russell
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning Dept.
Date: March 29, 2016
Subject: Designation of East Lake District and Renaming of Allen Road to East Lake Boulevard

REQUEST:

The Economic Development and Planning Department requests City Council authorization to designate the northeast quadrant of the intersection of Interstate 10 and Hwy. 57 as the “East Lake” district and change the name of Allen Road to “East Lake Boulevard.”

BACKGROUND:

The area at Exit 57 north of the interstate was annexed in 2002. In 2010, Bienville Orthopaedic group announced that the area was selected for the site for their new medical complex.

In 2012, the city obtained a CAP Loan from the Mississippi Development Authority to make improvements to the Allen Road to “boulevard” the access to the new medical complex. The first payment is due one year after construction completion. Also in 2012, the city began developing a Master Plan for the area and working with MDOT to better align a north-south roadway that MDOT would be constructing as a part of the Highway 57 widening project to relocate the existing Allen Road/Highway 57 connection further away from the interstate.

In 2012, the City partnered with the Gulf Regional Planning Commission and MDOT to better formalize and further develop the area Master Plan. The Master Plan will help with future growth and expansion of the area.

The Bienville Medical Complex, to include Bienville Orthopaedic Specialists, other specialty doctor’s offices, specialty imaging services, and an Ambulatory Surgery Center, will anchor this area. This \$20 million private investment will bring 185-plus full and part-time jobs to the area. Payroll is expected to reach nearly \$7.8 million. Once completed, the City’s share of the property taxes for the Bienville property will double from their current valuation.

The city and the Bienville Orthopaedic group are now working on branding for the area. The branding of this area is very important for its future growth.

DISCUSSION:

The Bienville Orthopaedic group has requested that the City designate the area north of the Interstate surrounding the large lake as “East Lake.” The new medical complex will then be named “Bienville Medical Park at East Lake.”

The area to be designated as “East Lake” is generally described as north of Interstate 10; east of Highway 57; south of the northern boundary of the City Municipal Limits (northern boundary of the Coca Cola plant property); and west of the Sandhill Crane Refuge property.

Designation of the district will provide the area with branding and an identity and will be valuable for Economic Development and the future growth of the area. This designation will be especially helpful in promoting and marketing the area. Renaming Allen Road to East Lake Boulevard, along with the roadway improvements underway by the City, will further solidify the branding effort.

Once approved by the City Council, the City will send public notification to each property owner on Allen Road and publish a Public Notice in the newspaper. The change will be implemented a minimum of 30 days from the date of the public notice. The Post Office, County, E-911, and Utility Companies will be notified of the street name change.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council designate the name of the northeast quadrant of the intersection of Interstate 10 and Hwy. 57 as “East Lake” and change the name of Allen Road to “East Lake Boulevard.”

The City Council may:

1. Approve the designation of “East Lake” and renaming of Allen Road to “East Lake Boulevard”; or
2. Not approve the change.

ATTACHMENT(S):

None

Councilman Guillotte made the motion to amend section 1 that Allen Road be renamed to East Lake Boulevard from Highway 57 to East Lake Road.

Councilman Vaughan seconded the motion and the vote carried unanimously.

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

ORDER NUMBER 074-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to award and execute a contract with Floore Industrial Contractors for the Allen Road(East Lake Blvd) Improvements.

IT IS FURTHER ORDERED that the improvements will consist of repaving and widening the roadway from two lanes to a boulevard section with a median and turn lanes. The project limits will be from the west end of the lake to just past Dobson Road. Project cost not to exceed \$643,000.

IT IS FURTHER ORDERED that the lowest and best bid received was from Floore Industrial Contractors.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: March 29, 2016
Subject: Allen Road (East Lake Blvd) Improvements Contract Award

REQUEST:

The Economic Development & Planning Department requests authorization to Award and Execute a Contract with Floore Industrial Contractors for the Allen Road Improvements Project in an amount not to exceed \$643,000.

BACKGROUND:

City Council approved entering into a Capital Improvements Revolving Loan Program (CAP) Agreement (Order # 199-2012, August 21, 2012) with the Mississippi Development Authority to complete capital improvements including promenade enhancements on Allen Road. This project was previously bid, but all bids received came in over budget, so the project was scaled back and rebid.

DISCUSSION:

The improvements will consist of repaving and widening the roadway from two lanes to a boulevard section with a median and turn lanes. The project limits will be from the west end of the lake to just past Dobson Road. Eight bids were received March 15, 2016. The lowest and best bid received was from Floore Industrial Contractors, of Moss Point, for a total of \$643,000.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize staff to Award and Execute a Contract with Floore Industrial Contractors for the Allen Road Improvements Project.

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Official Bid Tabulation
2. Contract

March 21, 2016

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

**RE: Allen Road Improvements Project
Gautier, Mississippi**

Dear Ms. Nicholson:

As you know, bids were received on March 15, 2016 at the Gautier Council Chambers for the above referenced project. Eight (8) bids were received. We have prepared and enclosed a bid tabulation for your review.

Floore Industrial Contractors submitted the lowest bid of \$643,000.00. We have reviewed several references to gain knowledge of their recent work history and found favorable responses. Therefore, subject to your attorney's review, the submission of the proper bonds and insurance by the Contractor, we are hereby recommending award of the contract to Floore Industrial Contractors.

Should you have any questions or comments relative to this matter, please do not hesitate to contact me at (228) 864-7612.

Sincerely,



Benjamin Smith, P.E.
Vice-President

Enclosure

Allen Road Improvements
 CONTRACTOR'S BID TABULATION
 BIDS RECEIVED MARCH 15, 2016 2:00 P.M. - LOCAL TIME
 at CITY OF GAUTIER COUNCIL CHAMBERS 3333 HWY 90, GAUTIER, MS 39553

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED	ENGINEER'S ESTIMATE	Floore Industrial Contractors 4401-4 Wilson Springs Rd Moss Point, MS 39562 09772-MC Yes	Lane Construction PO Box 1437 Ocean Springs, MS 39566 07628-MC Yes	DNA Underground LLC 16101 S. Swan Rd Gulfport, MS 39503 20907-SC Yes	D.O'Brian Construction 18315 Landon Rd Gulfport, MS 39503 19371-MC Yes	Gulf Equipment Corp. 5540 Business Parkway Theodore, AL 36582 10434-MC Yes	F&F Construction, Inc. 21525 Blackwell Farm Rd Saucier, MS 39574 11070-MC Yes	Twin L Construction 8292 Firetower Rd Pass Christian, MS 39571 08365-MC Yes	JE Talley Construction PO Box 1437 Ocean Springs, MS 39566 07628-MC Yes
--	---------------------	--	--	--	--	--	---	---	---

ITEM NO.	ITEM DESCRIPTION	QNTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:																					
01505-A	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	\$33,016.00	\$33,016.00	\$15,000.00	\$15,000.00	\$142,000.00	\$142,000.00	\$53,250.00	\$53,250.00	\$119,554.15	\$119,554.15	\$57,000.00	\$57,000.00	\$30,000.00	\$30,000.00	\$12,350.00	\$12,350.00
01720-A	CONSTRUCTION LAYOUT	1	LS	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$14,613.97	\$14,613.97	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$18,525.00	\$18,525.00
02050-A	ASPHALT MILLING (ALL DEPTHS)	450	SY	\$7.50	\$3,375.00	\$3.00	\$1,350.00	\$11.30	\$5,085.00	\$9.00	\$4,050.00	\$24.00	\$10,800.00	\$2.91	\$1,309.50	\$16.00	\$7,200.00	\$4.00	\$1,800.00	\$12.35	\$5,557.50
02050-B	REMOVAL OF PAVEMENT (ALL TYPES AND DEPTHS)	2,340	SY	\$7.50	\$17,550.00	\$3.00	\$7,020.00	\$5.00	\$11,700.00	\$4.00	\$9,360.00	\$5.35	\$12,519.00	\$5.45	\$12,753.00	\$4.00	\$9,360.00	\$4.50	\$10,530.00	\$3.71	\$8,681.40
02050-C	REMOVAL OF PIPE (ALL TYPES & DEPTHS)	320	LF	\$8.00	\$2,560.00	\$10.00	\$3,200.00	\$9.00	\$2,880.00	\$16.00	\$5,120.00	\$8.00	\$2,560.00	\$9.71	\$3,107.20	\$4.50	\$1,440.00	\$8.00	\$2,560.00	\$12.35	\$3,952.00
02111-A	CLEARING & GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$10,437.15	\$10,437.15	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$18,525.00	\$18,525.00
02221-A	SELECT BEDDING MATERIAL (FM)	40	CY	\$20.00	\$800.00	\$25.00	\$1,000.00	\$15.00	\$600.00	\$60.00	\$2,400.00	\$45.00	\$1,800.00	\$48.78	\$1,951.20	\$10.00	\$400.00	\$18.00	\$720.00	\$123.50	\$4,940.00
02221-B	SELECT FOUNDATION MATERIAL (FM)	120	CY	\$20.00	\$2,400.00	\$25.00	\$3,000.00	\$62.00	\$7,440.00	\$12.00	\$1,440.00	\$55.00	\$6,600.00	\$66.64	\$7,996.80	\$22.00	\$2,640.00	\$78.00	\$9,360.00	\$12.97	\$1,556.40
02226-A	BORROW MATERIAL, TYPE A (PM)	2,863	CY	\$15.00	\$42,945.00	\$18.00	\$51,534.00	\$15.00	\$42,945.00	\$10.00	\$28,630.00	\$24.00	\$68,712.00	\$13.19	\$37,762.97	\$14.00	\$40,082.00	\$14.50	\$41,513.50	\$17.29	\$49,501.27
02226-B	UNCLASSIFIED EXCAVATION (PM)	8,752	CY	\$8.00	\$70,016.00	\$12.00	\$105,024.00	\$7.00	\$61,264.00	\$6.00	\$52,512.00	\$6.00	\$52,512.00	\$9.59	\$83,931.68	\$8.00	\$70,016.00	\$9.00	\$78,768.00	\$11.73	\$102,660.96
02234-A	LIMESTONE BASE COURSE (6" THICK)	4,075	SY	\$20.00	\$81,500.00	\$15.00	\$61,125.00	\$17.00	\$69,275.00	\$15.00	\$61,125.00	\$23.00	\$93,725.00	\$15.49	\$63,121.75	\$18.00	\$73,350.00	\$25.00	\$101,875.00	\$21.61	\$88,060.75
02234-B	LIMESTONE DRIVE (6" THICK)	45	SY	\$20.00	\$900.00	\$25.00	\$1,125.00	\$17.00	\$765.00	\$20.00	\$900.00	\$23.00	\$1,035.00	\$26.62	\$1,197.90	\$20.00	\$900.00	\$25.00	\$1,125.00	\$30.88	\$1,389.60
02295-A	SILT FENCE	2,500	LF	\$5.00	\$12,500.00	\$4.00	\$10,000.00	\$1.90	\$4,750.00	\$5.00	\$12,500.00	\$2.50	\$6,250.00	\$2.89	\$7,225.00	\$3.50	\$8,750.00	\$3.50	\$8,750.00	\$7.41	\$18,525.00
02295-B	STRAW WATTLES	200	LF	\$8.00	\$1,600.00	\$7.00	\$1,400.00	\$9.50	\$1,900.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$5.97	\$1,194.00	\$7.50	\$1,500.00	\$12.00	\$2,400.00	\$12.35	\$2,470.00
02295-C	EROSION CONTROL BLANKET	3,508	SY	\$3.00	\$10,524.00	\$1.00	\$3,508.00	\$4.00	\$14,032.00	\$2.00	\$7,016.00	\$1.25	\$4,385.00	\$1.43	\$5,016.44	\$3.00	\$10,524.00	\$2.50	\$8,770.00	\$3.09	\$10,839.72
02295-D	INLET PROTECTION	6	EA	\$100.00	\$600.00	\$700.00	\$4,200.00	\$366.00	\$2,196.00	\$300.00	\$1,800.00	\$175.00	\$1,050.00	\$262.26	\$1,573.56	\$100.00	\$600.00	\$50.00	\$300.00	\$308.75	\$1,852.50
02512-A	HMA SURFACE, MT, 12.5MM (2" THICK)	3,730	SY	\$12.00	\$44,760.00	\$10.50	\$39,165.00	\$14.15	\$52,779.50	\$17.00	\$63,410.00	\$28.50	\$106,305.00	\$10.90	\$40,657.00	\$20.00	\$74,600.00	\$14.25	\$53,152.50	\$17.29	\$64,491.70
02512-B	HMA BASE, MT, 12.5MM (4" THICK)	3,277	SY	\$20.00	\$65,540.00	\$21.00	\$68,817.00	\$14.15	\$46,369.55	\$22.00	\$72,094.00	\$26.75	\$87,659.75	\$21.74	\$71,241.98	\$20.00	\$65,540.00	\$30.00	\$98,310.00	\$29.64	\$97,130.28
02521-A	COMBINATION CURB & GUTTER	2,100	LF	\$22.00	\$46,200.00	\$24.00	\$50,400.00	\$19.50	\$40,950.00	\$18.00	\$37,800.00	\$35.00	\$73,500.00	\$20.40	\$42,840.00	\$23.00	\$48,300.00	\$23.00	\$48,300.00	\$18.53	\$38,913.00
02521-B	MOUNTABLE CURB	1,396	LF	\$25.00	\$34,900.00	\$16.50	\$23,034.00	\$21.00	\$29,316.00	\$15.00	\$20,940.00	\$24.00	\$33,504.00	\$18.65	\$26,035.40	\$22.00	\$30,712.00	\$20.50	\$28,618.00	\$18.53	\$25,867.88
02522-A	CONCRETE DRIVEWAY (6" THICK)	120	SY	\$75.00	\$9,000.00	\$62.00	\$7,440.00	\$70.00	\$8,400.00	\$55.00	\$6,600.00	\$48.00	\$5,760.00	\$64.13	\$7,695.60	\$66.00	\$7,920.00	\$50.00	\$6,000.00	\$74.10	\$8,892.00
02580-A	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	225	LF	\$1.30	\$292.50	\$1.00	\$225.00	\$0.85	\$191.25	\$1.00	\$225.00	\$1.25	\$281.25	\$0.87	\$195.75	\$0.90	\$202.50	\$4.00	\$900.00	\$3.09	\$695.25
02580-B	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	3,582	LF	\$1.30	\$4,656.60	\$1.00	\$3,582.00	\$0.85	\$3,044.70	\$1.00	\$3,582.00	\$1.25	\$4,477.50	\$0.87	\$3,116.34	\$0.90	\$3,223.80	\$4.00	\$14,328.00	\$3.09	\$11,068.38
02580-C	4" THERMOPLASTIC DETAILS STRIPE, YELLOW	600	LF	\$1.30	\$780.00	\$1.65	\$990.00	\$1.70	\$1,020.00	\$2.00	\$1,200.00	\$1.25	\$750.00	\$1.75	\$1,050.00	\$1.80	\$1,080.00	\$4.00	\$2,400.00	\$3.09	\$1,854.00
02580-D	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	2,710	LF	\$1.30	\$3,523.00	\$1.00	\$2,710.00	\$0.85	\$2,303.50	\$1.00	\$2,710.00	\$1.25	\$3,387.50	\$0.87	\$2,357.70	\$0.90	\$2,439.00	\$4.00	\$10,840.00	\$3.09	\$8,373.90
02580-E	THERMOPLASTIC LEGEND, WHITE	165	SF	\$1.45	\$239.25	\$6.00	\$990.00	\$5.70	\$940.50	\$7.00	\$1,155.00	\$10.00	\$1,650.00	\$5.83	\$961.95	\$6.00	\$990.00	\$15.00	\$2,475.00	\$12.35	\$2,037.75
02580-F	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	25	EA	\$5.00	\$125.00	\$11.00	\$275.00	\$11.30	\$282.50	\$14.00	\$350.00	\$20.00	\$500.00	\$11.66	\$291.50	\$12.00	\$300.00	\$25.00	\$625.00	\$30.88	\$772.00
02580-G	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	120	EA	\$5.00	\$600.00	\$11.00	\$1,320.00	\$11.30	\$1,356.00	\$14.00	\$1,680.00	\$15.00	\$1,800.00	\$11.66	\$1,399.20	\$12.00	\$1,440.00	\$22.00	\$2,640.00	\$30.88	\$3,705.60
02585-A	REFLECTORIZED TRAFFIC SIGNS	6	EA	\$120.00	\$720.00	\$220.00	\$1,320.00	\$226.00	\$1,356.00	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$233.18	\$1,399.08	\$240.00	\$1,440.00	\$300.00	\$1,800.00	\$308.75	\$1,852.50
02721-A	CAST-IN-PLACE JUNCTION BOX	1	EA	\$5,000.00	\$5,000.00	\$4,250.00	\$4,250.00	\$3,578.00	\$3,578.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$7,578.41	\$7,578.41	\$9,350.00	\$9,350.00	\$3,500.00	\$3,500.00	\$7,410.00	\$7,410.00
02721-B	CURB INLET (SS-2) (5' INLET)	1	EA	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$3,725.00	\$3,725.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$3,206.25	\$3,206.25	\$3,800.00	\$3,800.00	\$4,800.00	\$4,800.00	\$4,013.75	\$4,013.75
02721-C	CURB INLET (SS-2) (10' INLET)	3	EA	\$5,000.00	\$15,000.00	\$1,400.00	\$4,200.00	\$4,483.00	\$13,449.00	\$6,800.00	\$20,400.00	\$2,100.00	\$6,300.00	\$3,730.91	\$11,192.73	\$4,800.00	\$14,400.00	\$4,800.00	\$14,400.00	\$4,322.50	\$12,967.50
02721-D	CONNECT PIPE TO EXISTING INLET	6	EA	\$800.00	\$4,800.00	\$300.00	\$1,800.00	\$1,808.00	\$10,848.00	\$1,500.00	\$9,000.00	\$350.00	\$2,100.00	\$255.84	\$1,535.04	\$850.00	\$5,100.00	\$1,250.00	\$7,500.00	\$3,087.50	\$18,525.00
02721-E	29" X 18" DOUBLE SLOPED HEADWALL	5	EA	\$5,000.00	\$25,000.00	\$2,600.00	\$13,000.00	\$1,957.00	\$9,785.00	\$1,200.00	\$6,000.00	\$992.00	\$4,960.00	\$1,661.42	\$8,307.10	\$2,760.00	\$13,800.00	\$3,000.00	\$15,000.00	\$5,619.25	\$28,096.25
02721-F	18" X 11" SLOPED HEADWALL	2	EA	\$4,000.00	\$8,000.00	\$600.00	\$1,200.00	\$1,805.00	\$3,610.00	\$1,200.00	\$2,400.00	\$436.00	\$872.00	\$553.81	\$1,107.62	\$1,380.00	\$2,760.00	\$5,000.00	\$5,000.00	\$2,914.60	\$5,829.20
02721-G	18" SLOPED HEADWALL	2	EA	\$4,000.00	\$8,000.00	\$650.00	\$1,300.00	\$1,676.00	\$3,352.00	\$1,000.00	\$2,000.00	\$367.00	\$734.00	\$786.99	\$1,573.98	\$1,400.00	\$2,800.00	\$2,800.00	\$5,600.00	\$3,025.75	\$6,051.50
02721-H	15" SLOPED HEADWALL	1	EA	\$3,500.00	\$3,500.00	\$600.00	\$600.00	\$1,586.00	\$1,586.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$553.81	\$553.81	\$1,350.00	\$1,350.00	\$2,700.00	\$2,700.00	\$2,914.60	\$2,914.60
02721-I	ADJUSTMENT OF UTILITIES	5	EA	\$150.00	\$750.00	\$1,200.00	\$6,000.00	\$5,200.00	\$26,000.00	\$3,500.00	\$17,500.00	\$150.00	\$750.00	\$104.71	\$523.55	\$2,895.00	\$14,475.00	\$750.00	\$3,750.00	\$3,705.00	\$18,525.00
02721-J	CONCRETE FLUMES	5	EA	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$2,300.00	\$11,500.00	\$1,000.00	\$5,000.00	\$1,850.00	\$9,250.00	\$991.02	\$4,955.10	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00	\$3,705.00	\$18,525.00
02722-A	15" REINFORCED CONCRETE PIPE (RCP)	12	LF	\$45.00	\$540.00	\$60.00	\$720.00	\$53.00	\$636.00	\$75.00	\$900.00	\$45.00	\$540.00	\$31.86	\$382.32	\$35.00	\$420.00	\$35.00	\$420.00	\$86.45	\$1,037.40
02722-B	18" REINFORCED CONCRETE PIPE (RCP)	176	LF	\$45.00	\$7,920.00	\$40.00	\$7,040.00	\$52.00	\$9,152.00	\$75.00	\$13,200.00	\$48.00	\$8,448.00	\$44.34							

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF GAUTIER (“Owner”) and
FLOORE INDUSTRIAL CONTRACTORS (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CITY OF GAUTIER, ALLEN ROAD IMPROVEMENTS

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Brown, Mitchell & Alexander, Inc.

3.02 The Owner has retained Brown, Mitchell & Alexander, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 160 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 190 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 400 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
01505-A	Mobilization	LS	1	\$33,016.00	\$33,016.00
01720-A	Construction Layout	LS	1	\$22,000.00	\$22,000.00
02050-A	Asphalt Milling (all depths)	SY	450	\$3.00	\$1,350.00
02050-B	Removal of Pavement (all types & depths)	SY	2340	\$3.00	\$7,020.00
02050-C	Removal of Pipe (all types & depths)	LF	320	\$10.00	\$3,200.00
02111-A	Clearing & Grubbing	LS	1	\$6,500.00	\$6,500.00
02221-A	Select Bedding Material	CY (FM)	40	\$25.00	\$1,000.00
02221-B	Select Foundation Material	CY (FM)	120	\$25.00	\$3,000.00
02226-A	Borrow Material, Type A (PM)	CY	2863	\$18.00	\$51,534.00
02226-B	Unclassified Excavation (PM)	CY	8752	\$12.00	\$105,024.00
02234-A	Limestone Base Course, 6" thick	SY	4075	\$15.00	\$61,125.00
02234-B	Limestone Drive, 6" thick	SY	45	\$25.00	\$1,125.00
02295-A	Silt Fence	LF	2500	\$4.00	\$10,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02295-B	Straw Wattles	LF	200	\$7.00	\$1,400.00
02295-C	Erosion Control Blanket	SY	3508	\$1.00	\$3,508.00
02295-D	Inlet Protection	EA	6	\$700.00	\$4,200.00
02512-A	HMA Surface, MT, 12.5mm (2" thick)	SY	3730	\$10.50	\$39,165.00
02512-B	HMA Base, MT, 12.5mm (4" thick)	SY	3277	\$21.00	\$68,817.00
02521-A	Combination Curb & Gutter	LF	2100	\$24.00	\$50,400.00
02521-B	Mountable Curb	LF	1396	\$16.50	\$23,034.00
02522-A	Concrete Driveway (6" thick)	SY	120	\$62.00	\$7,440.00
02580-A	4" Thermoplastic Traffic Stripe, Continuous White	LF	225	\$1.00	\$225.00
02580-B	4" Thermoplastic Edge Stripe, Continuous White	LF	3582	\$1.00	\$3,582.00
02580-C	4" Thermoplastic Detail Stripe, Yellow	LF	600	1.65	\$990.00
02580-D	4" Thermoplastic Traffic Stripe, Continuous Yellow	LF	2710	\$1.00	\$2,710.00
02580-E	Thermoplastic Legend, White	SF	165	\$6.00	\$990.00
02580-F	Red-Clear Reflective High Performance Raised Markers	EA	25	\$11.00	\$275.00
02580-G	Two-Way Yellow Reflective High Performance Raised Markers	EA	120	\$11.00	\$1,320.00
02585-A	Reflectorized Traffic Signs	EA	6	\$220.00	\$1,320.00
02721-A	Cast-in-Place Junction Box	EA	1	\$4,250.00	\$4,250.00
02721-B	Curb Inlet (SS-2) (5' Inlet)	EA	1	\$1,200.00	\$1,200.00
02721-C	Curb Inlet (SS-2) (10' Inlet)	EA	3	\$1,400.00	\$4,200.00
02721-D	Connect Pipe to Existing Inlet	EA	6	\$300.00	\$1,800.00
02721-E	29" x 18" Double Sloped Headwall	EA	5	\$2,600.00	\$13,000.00
02721-F	18" x 11" Sloped Headwall	EA	2	\$600.00	\$1,200.00
02721-G	18" Sloped Headwall	EA	2	\$650.00	\$1,300.00

(BMA Project No. 3399A-04) Addendum No. 1

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02721-H	15" Sloped Headwall	EA	1	\$600.00	\$600.00
02721-I	Adjustment of Utilities	EA	5	\$1,200.00	\$6,000.00
02721-J	Concrete Flumes	EA	5	\$400.00	\$2,000.00
02722-A	15" Reinforced Concrete Pipe (RCP)	LF	12	\$60.00	\$720.00
02722-B	18" Reinforced Concrete Pipe (RCP)	LF	176	\$40.00	\$7,040.00
02722-C	29" x 18" Reinforced Concrete Arched Pipe (RCAP)	LF	600	\$55.00	\$33,000.00
02722-D	18" x 11" Reinforced Concrete Arched Pipe (RCAP)	LF	48	\$40.00	\$1,920.00
02752-A	Riprap	TON	3	\$300.00	\$900.00
02841-A	Maintenance of Traffic	LS	1	\$25,000.00	\$25,000.00
02841-B	Maintenance Limestone	TON	20	\$100.00	\$2,000.00
02841-C	Additional Construction Signs	EA	4	\$200.00	\$800.00
02930-A	Plant Establishment (Seeding)	SY	2500	\$4.00	\$10,000.00
02930-B	Plant Establishment (Solid Sod)	SY	1800	\$6.00	\$10,800.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$643,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the ___ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of

Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Projects with a Contract total amount of less than \$250,000 and no subcontractor:
 - i. Ninety percent (90%) of Work completed (with the balance being retainage).
 - ii. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).
 - b. On projects in which the total Contract Price is \$250,000 or greater or on any Contract with a subcontractor, regardless of amount; 5% shall be retained until the work is at least 50% complete, on schedule and satisfactory in the Engineer's opinion, 50% of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a 2.5% retainage provided that the project is on schedule and satisfactory in the Engineer's opinion.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 14, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: City of Gautier, Allen Road Improvements
 9. Addendum 1, issued March 7, 2016.
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions – Not Applicable*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: CITY OF GAUTIER

CONTRACTOR: FLOORE INDUSTRIAL
CONTRACTORS

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Gautier

3333 U.S. Highway 90

Gautier, MS 39553

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Councilman Vaughan recused himself from agenda item due to attorney representing B & D Plastics works for same law firm as Councilman Vaughan.

Councilwoman Martin left meeting at 8:04 PM sick.

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

ORDER NUMBER 075-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, for consideration of a request by B&D Plastics for the city council that the city manager is directed to authorize the issuance of a construction permit for a fifty four foot six inch (54'6") ~~six-story~~ tall manufacturing building located on Allen Road., ~~and to disregard the zoning district height requirements, and also disregard violations to federal and state fire safety and environmental regulations and city development code requirements, in order to permit the latest expansion of a Heavy Manufacturing Plastics Plant operating in a C-3 Highway Commercial District adjacent to a low density residential area with no buffer, and federally protected environmentally sensitive lands, without a rezoning, or a Conditional Use Permit-Major, or consideration by public hearing at the Planning Commission as required by the Unified Development Ordinance.~~

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

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

AYES: **Johnny Jones**
 Hurley Ray Guillotte
 Rusty Anderson

NAYS: **Gordon Gollott**
 Adam Colledge

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Motion failed by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2016.

Mayor Gollott called for a 5 minute recess at 8:30Pm.

Mayor Gollott called meeting back to order at 8:35PM



City of Gautier
Agenda Item Request Form

Requestor's Name: John L. Hunter and Russell S. Gill
E-Mail Address: jlh@cchmlawyers.com and rsgill@rsgill-lawfirm.com
Street Address: 729 Watts Avenue City/State: Pascagoula, MS Zip Code: 39567
Home Telephone No.: () - Work Telephone No.: (228) 762-5422 Fax Telephone No.: (228) 762-4864
Representing: B&D Plastics, LLC
Department:

In the items below, please select the type of agenda you request your item to be placed on.

Date of meeting requested to be on:

City Council Meeting (Regular & Recessed)

- Employee: Please submit this request to the City Clerk by 5:00 p.m. on the Tuesday prior to the date of the next regular/recessed council meeting.
Citizen: Submit request to the City Clerk by 5:00 p.m. on the Tuesday prior to the date of the next regular/recessed Council Meeting.
Council: Submit memo/request to the City Manager of City Clerk

Council Meeting

- City Council Meeting (Business Agenda)
City Council Meeting (Consent Agenda)
City Council Meeting (Study Agenda)
Civil Service Commission Meeting
Submit request to the Human Resources Director by 5:00 p.m. on the Tuesday prior to the next regular Commission meeting.

SUBJECT MATTER: (If more space is required, reverse side may be used.)

See attached Memorandum, Code, and drawing.
Provision of Paragraph G2, Public Benefits, found on pages 166-168 of the Unified Development Ordinance. It is our intent to request the City Council to find that we have met the Public Benefits revision in the proposed drawing. We do not seek to rezone or for special permit use, because the property is classified C3 and is being used for light industrial which is a permit use.

Is there material you wish to be attached to the agenda? [X] Yes [] No

Do you wish to make an oral presentation personally? [X] Yes [] No

Has this item been approved for legal sufficiency by City Attorney? [] Yes [] No

This has been submitted to the City Attorney

Requestor's Signature: John L. Hunter Date: 3/23/16

FOR OFFICE USE ONLY

Received By: Title: Date: / / Time:

() Approved () Denied for Agenda Date: Item No.:

To: Economic Development Director, Building Official, and City Attorney
From: B & D Plastics, LLC
Thru: Russell S. Gill, Esq. and John Hunter, Esq., attorneys for B & D
Subject: Obtaining a Building Permit without need of a Conditional Use Permit or other procedures not required by law.

Memorandum Re: B & D Building Permit Application

Purpose:

This memorandum explains why B & D Plastics is entitled to a Commercial Building Permit, and is not required to submit an application for a Conditional Use Permit under the Unified Development Ordinance (hereinafter “UDO”) for the City of Gautier, MS.

Background:

B & D seeks to construct a 53 ft. high metal building for light manufacturing on its property at 5500 Allen Road in Gautier, MS. The City of Gautier (hereinafter “the City”) has previously granted B & D permits to construct metal buildings of similar dimensions and designated for similar uses at the same Allen Road location, first in 2010 and again in 2012. B & D has not previously been required to obtain a Conditional Use Permit.

A. Uses Permitted by Right

Section 5.2.2 of the UDO, entitled “Uses Permitted by Right and Conditional Use,” states that “[n]o use shall be established in any zoning district unless it is expressly designated by this Ordinance as a ‘P-permitted use’... summarized in Tables 3, 4 and 5.” (See UDO, p. 117-128)

The property on which B & D Plastics operates was zoned C-3 by the City in 2011. B & D’s operations fall under the category of Light Manufacturing as defined in the UDO Section 2.1; manufacture or assembly of finished products from previously manufactured materials (UDO, p.32). The facility which B & D seeks to construct, and the operations which B & D

seeks to conduct on the Allen Road property also fall under the category of Light Manufacturing as defined in the UDO. Light Manufacturing is listed in Table 4 of Section 5 of the UDO, and designated as a permissible use in a C-3 district (UDO, p. 121).

B. Intensity and Dimensional Standards

In addition to the use restrictions, UDO Section 5.11 (UDO, p. 163) creates height, intensity, and density standards of development in each district, as outlined in UDO Table 7 on page 131. These standards are organized into a tier system. The maximum building height permitted under Tier 3 in a C-3 zoning district is 60 feet. In order to qualify for the dimensional bonuses available under Tier 3 status, building permit applicants must satisfy all of the requirements of Sections 5.11, F and G (UDO, p. 164-169). B & D has satisfied all the requirements of 5.11, F in B & D's application. Additionally, B & D has satisfied the requirements of 5.11, G by submitting with the application the architectural drawings for the proposed construction, and by providing public benefits in the form of an adjacent gathering area on Baker Road with benches, trash cans, lighting, and landscaping. Because B & D has satisfied the Tier 3 standards, B & D is entitled to the Tier 3 height and other bonuses.

C. Building Permits

A building permit must be issued by the Building Official (UDO, Section 4.13, p. 92) if a building permit application conforming to the requirements of UDO Sections 4.5.1 and 4.13, A, has been reviewed and approved by the Economic Development Director, or his or her designee in accordance with the provisions of Article IV of the UDO (UDO, Section 4.5, B). Among the requirements of Section 4.5.1 is that the applicant identify the intended use of the proposed building. While the UDO does delineate the required supplemental documents which must be submitted with a permit application to the Economic Development Director, it does not provide

any criteria by which the Building Official or Economic Development Director are to determine whether to approve a building permit application.

In the absence of criteria by which to judge a building permit application, the Building Official or Economic Development Director may not exercise discretion in approving applications which otherwise comply with the provisions of the UDO. See Tinseltown Cinema, LLC v. City of Olive Branch, 158 So. 3d 367, 373 (Miss. Ct. App. 2015).¹ In light of the fact that the uses to which the land in each zoning district may be put is prescribed by Article 5 of the UDO, and that the Building Official does not have discretion² in the issuing of building permits, B & D should be issued a building permit unless it has failed to comply with a particular provision of the UDO.

Even if the Building Official or Economic Development Director were given discretion under the UDO in approving applications which otherwise comply with the provisions of the UDO, which they are not, all decisions regarding whether to approve a permit application would be impermissibly arbitrary and capricious unless based on specifically defined and relevant standards.

Additionally, the building for which a permit is now sought is within the same dimensions as the last building for which B & D was issued a permit, and the uses to which it is to be put are nearly identical. Absent a subsequent change to the UDO in such a way that the two previous permits could not be validly issued under the current provisions UDO, *res judicata* prevents the Building Official and Economic Development Director from now changing their positions on whether the use now proposed by B & D satisfies the requirements entitling them to

¹ (“We do not apply a deferential standard of review to decisions regarding building permits. Instead, the issuance of a building permit is a ‘purely ministerial’ function. A city does not have the discretion to deny a building permit when an applicant meets the necessary building-code requirements and zoning ordinances[.]”).

² UDO, Section 3.5.3 (“... the Building Official ... *shall* issue official building permits”) (emphasis added)

the issuance of a building permit under the UDO. Barnes v. Bd. of Sup'rs, DeSoto Cty., 553 So. 2d 508, 511 (Miss. 1989).

D. Conditional Use Permits

Conditional use permits are required for “*uses which ... because of their nature are not allowed by right...*” (UDO, Section 2.1, p.15). Here, the *use* to which B & D proposes to put the land is allowed by right under the UDO; namely, light manufacturing, as explained above. The facility for which the building permit is sought will house operations that fall under the definition of light manufacturing under the UDO definition and are nearly identical to the operations twice previously approved by the Building Official or Economic Development Director. **Because the proposed use is allowed by right, B & D is not required to obtain a Conditional Use Permit.**

E. Tier 3 Approvals

The question is how a Tier 3 approval for this particular permit application needs to be addressed. One issue is whether a “Tier 3 Development Order” is necessary, and hence a public hearing is required by the Planning Commission and City Council under Table No. 1: “Required Reviews,” found in Section 4.14: “Actions Requiring a Planning Commission and/or City Council Review.” (UDO, p. 92-93).

What is a Tier 3 Development Order? The UDO does not explain that, and the only place those words appear are in Table No. 1. Section 4.1, Development Orders and Permits (UDO, p. 62) describes development orders. Section 4.1.2 Authorization for Development Permit, states: “No development activity may be commenced without a final development order, except as provided by Section 4.1.4.” Section 4.1.4 Exceptions to the Requirement for a Development

Order, states a construction permit may be issued without a development order under certain exceptions listed in paragraphs A, B, C, D, E, F, G, and H. (UDO, p. 69).

Section 4.1.12 Development Order, generally provides that if the requirements of the UDO and Code of Ordinances is met,

“the City shall issue a development order to the developer within seven (7) calendar days from the approval date of said development order application.³ The development order is not a construction permit. An approved development order is required prior to the City’s issuance of any construction permit(s).”
(UDO, p. 69).

What does all this mean to the B & D building permit application? In a nutshell, not one thing. None of these procedures were required of B & D in 2010 or 2012 when two almost identical buildings were permitted. These procedures set forth in Section 4.1, Development Orders and Permits, are clearly intended to deal with new developments like subdivisions, shopping centers, malls, apartment complexes, and the like.

B & D is an existing business in compliance with C-3 zoning, seeking to erect a metal building similar to what it has been permitted to do twice already. The only conceivable additional requirement for B & D to get a Tier 3 waiver to erect a 53 ft. tall building, like it has done twice already, is get the Gautier City Council approval of the public benefit requirement set forth on page 167 of the UDO, Paragraph 2, Public Benefits, which simply states that “the final determination of what satisfies the Tier 3 public benefit requirement lies with City Council.” It says nothing about a public hearing before the planning commission.

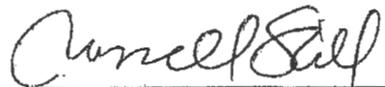
How can that requirement be satisfied? Simply by making it an agenda item at the next city council meeting, which is what B & D intends to do.

³ The UDO says nothing about development order applications or how such applications are to be prepared and submitted.

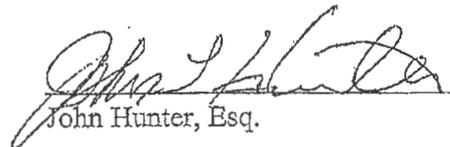
The bottom line is that B & D's application to erect a metal building is in full compliance with the UDO, and should be reviewed by staff, approved by the Economic Development Director, and issued as soon as the City Council approves the additional height as allowed in the Tier 3 bonus provisions. Denial of this permit, or forcing B & D to submit applications and obtain approvals not required by the UDO or by law, will result in litigation.

Conclusion

Because the proposed facility is intended for a use that is permitted under Section 5 of the UDO, and because the proposed facility and operations comply with this ordinance in all other respects, and because the Economic Development Director has twice previously granted B & D Commercial Building Permits for the construction of facilities with nearly identical dimensions and uses, B & D's application for a Commercial Building Permit should be granted forthwith.



Russell S. Gill, Esq.



John Hunter, Esq.

planted on the top of the berm. All berms must have at least a three (3) foot wide crest.

6. **Open space.** Development proposed in the R-2, R-3, MURC, and TCMU zoning designations shall provide an additional five percent open space in addition to the required minimum. Developments proposed in the MURC and TCMU zoning designations can omit this provision, provided it meets the definition of infill development.
 7. **Landscaping.** All developments shall meet the following landscaping requirements.
 - a. *Trees.* The number of required trees shall be increased by twenty (20) percent above the minimum requirements for trees set forth in Article XI. Palm trees cannot comprise more than forty (40) percent of the total number of all required trees.
 - b. *Shrubs.* The number of required shrubs shall be increased by twenty (20) percent above the minimum requirements for shrubs set forth in Article XI. All shrubs shall be sized in accordance to the following specifications: one-third (1/3) shall be a minimum of thirty-six (36) inches in height at the time of planting; one-third (1/3) shall be a minimum of eighteen (18) inches in height at the time of planting; and one-third (1/3) shall be ground cover plantings of a one (1) gallon size.
 - c. *Landscaping south of the coastal construction control line (CCCL).* For that portion of a development area that lies along the CCCL, all landscaping shall only meet the landscaping standards set forth in the permit issued by the Department of Environmental Quality.
 8. **Pedestrian amenities.** All developments shall provide gathering/sitting areas that at a minimum include the following decorative pedestrian amenities: benches, waste containers, planters, and pedestrian lighting fixtures. Other types of pedestrian amenities may be incorporated and include: decorative water fountains, sculptures, drinking fountains, phone booths and bicycle racks.
- G. Tier 3 Standards.** In order to qualify for Tier 3 height, density and intensity bonuses, an applicant must demonstrate that they have met the Tier 2 supplemental standards, Tier 3 supplemental design analysis, and are providing "public benefits" as stated in subsection 2, below.
1. *Supplemental design analysis.* As part of the application for a Tier 3 project, the applicant shall demonstrate the impact of the project on access to light, impact on airflow dynamics, as well as the visual impacts that may adversely affect adjacent properties, motorists, pedestrians, or segments of the population. This shall be demonstrated by submitting architectural renderings, shadow analysis and/or other analyses that are appropriate to the character of the development proposed as determined by the Economic Development Director or designee.

2. *Public benefits.* The Economic Development Director shall be responsible for consulting with the applicant concerning the Tier 3 public benefit requirement of subsection b. The applicant shall bear the burden of demonstrating that the specific character, design, and investment commitment is a significant overall public benefit. The City retains the decision making power to determine whether the specific private investment, including the project amenities, together with the public benefits, are commensurate with the increment of increased height, density or intensity that the applicant seeks. The final determination for what satisfies the Tier 3 public benefit requirement lies with City Council. In order for a project to be approved for the additional height, density, or intensity provided for in Tier 3, the applicant must meet, to the satisfaction of City Council, one (1) of the items listed below in subsections a thru e.
 - a. Must provide one (1) of the following.
 - i. Develop senior and/or student housing in the mixed use, medium or high density residential future land use designations in the comprehensive plan. An applicant must satisfy one of the following items or an equitable combination of the two (2).
 - b. Developments located on property within the R-1 and R-2, TCMU, MUMS and MURC zoning designation shall either:
 - i. Build one senior or student housing unit on the development site for each ten thousand (10,000) square feet of floor area developed, excluding areas devoted to structured parking and access ways; or
 - ii. Dedicate two dollars (\$2) per square foot of floor area developed into a dedicated "community housing fund" maintained by the City or a housing cooperative within the City of Gautier that would be used for the purpose of providing units owned and operated by seniors/ students.
 - iii. Provide a proportionate combination of i. and ii. in such a manner that, for example, if half of the required housing units are physically provided, then one-half (1/2) of the two dollars (\$2) per square foot dedication would be required. If seventy-five (75) percent of the required housing units are physically provided, then only twenty-five (25) percent of the two dollars (\$2) per square foot dedication would be required.
 - c. Relocation and conversion of above ground utilities to below ground locations. An applicant can qualify for Tier 3 bonuses by relocating and converting all above-ground utilities to below ground locations for that portion of the above ground utilities that are located on the subject property and that are in an adjacent right-of-way. Additionally, the applicant can choose to pay the City the amount it would cost for the relocation and conversion of the above ground utilities to below ground locations, based on a binding cost estimate provided by the power company, instead of performing the work. The City would then place

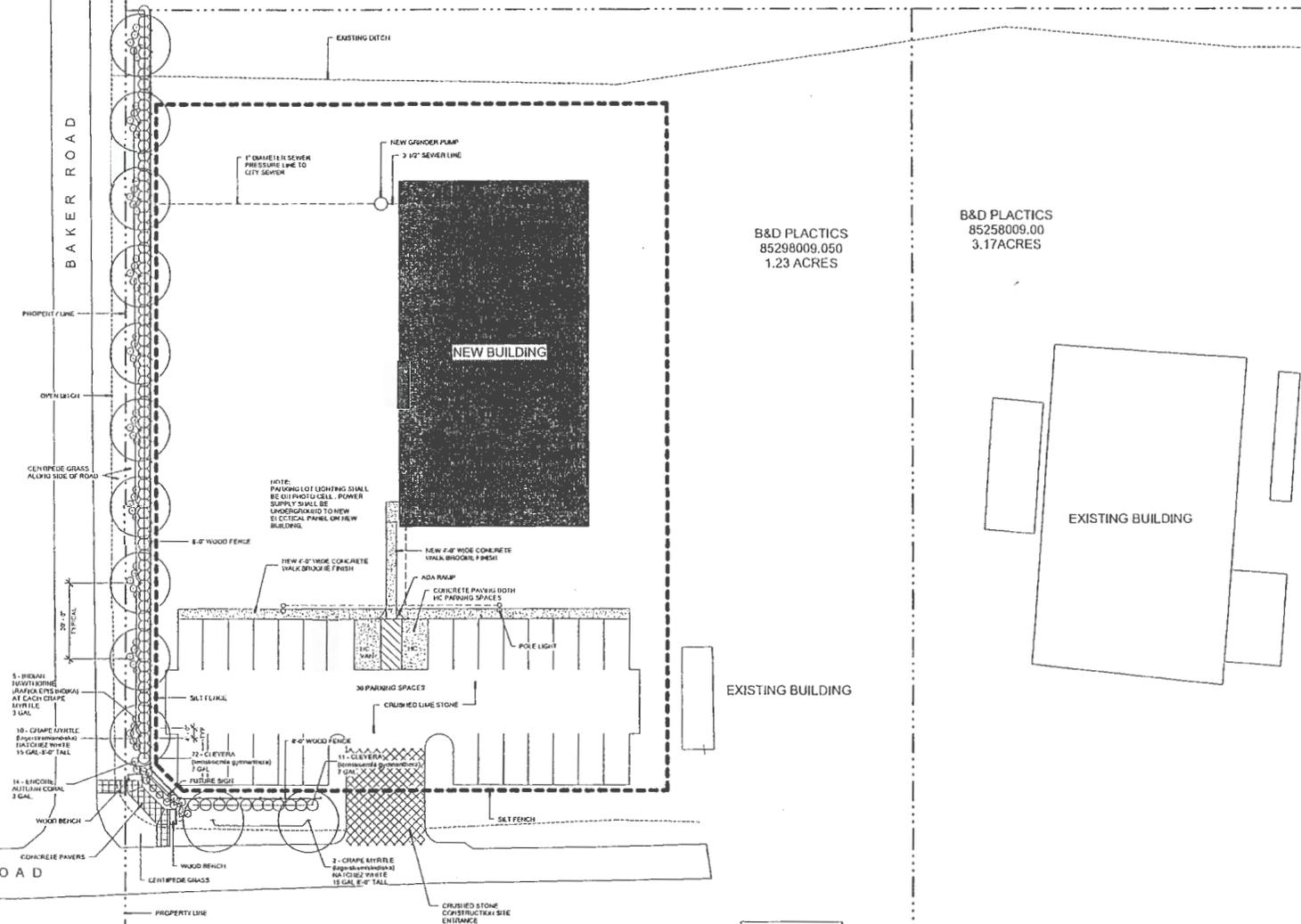
the money into a separate fund (underground utility improvement fund), which would be used to accomplish several projects at once instead of piecemeal.

- d. Construct open space malls and arcades equipped with pedestrian-oriented furniture and streetscape that serve as gathering spaces for the general public. Encourage private investment in public gathering places. Site plans must demonstrate architecturally designed open space malls and arcades equipped with pedestrian-oriented furniture and streetscape. Pedestrian-oriented furniture and streetscape includes benches, trash receptacles, decorative light poles, paver blocks or stamped and colored concrete, water fountains, statues, splash pads, playgrounds, high quantity and quality landscaping, etc.
 - e. Create and/or reinforce a pedestrian friendly transit system. Proposed developments shall provide wayfinding signage and construct a transit stop where the City has the greatest need for one in closest vicinity to the project, or make a monetary contribution to the City in the amount that would equal the cost of constructing a transit stop, or some combination of the two (2).
3. Additional required public benefits (must provide at least one (1)).
- a. Waterway access improvements. For improved access to the Waterways, this objective shall be carried forth through dedicating pedestrian easements to the public for access from public areas to the shoreline (public access points); the design, permitting, and construction of wetland and/or marsh walkovers facilities; boardwalks along creek, bayous.
 - b. Off-site public parking garage. Non-residential uses located in the TCMU, MURC, MUMS, C-1, C-2, and C-3 districts are allowed to have up to 80 percent of their required parking located in an off-site parking garage. However, the applicant must also provide an equivalent of thirty (30) percent of the total required parking space for the proposed development in the proposed off-site parking garage be dedicated to the City for public use. This dedication shall be in the form of a license and shall cover the above-mentioned parking spaces and the ingress/egress to said parking spaces. The off-site parking garage is not required to be located within the same district as the non-residential use. All required handicap parking spaces and loading spaces must be provided for on-site.
 - c. Preserve significant view of Waterways. This incentive is applicable to sites that have direct access to rivers and bays and that have exceptional waterfront views that would clearly be imperiled without this incentive provision. In order to achieve the preservation of a significant view of the waterway the applicant shall be required to take the cumulative total of both side setbacks, minus fifteen (15) feet, and provide the entire combined setback on one (1) side of the property.

B&D PLACTICS
85298008.000
5 ACRES

B&D PLACTICS
85298009.050
1.23 ACRES

B&D PLACTICS
85258009.00
3.17 ACRES



NOTE: PARKING LOT LIGHTING SHALL BE SELF-POWERED. POWER SUPPLY SHALL BE IMPROVED TO NEW ELECTRICAL PANEL ON NEW BUILDING.

NOTE: SEE CIVIL ENGINEERING PLAN FOR DRAINAGE AND SITE CONSTRUCTION



1 SITE
1" = 20'-0"

HOMES L & TRINA M. REEVES
85298032.000
5 ACRES

B&D PLACTICS
85298033.00
5 ACRES



LDJ ARCHITECTURE, PLLC
MICHAEL A. LEBATARD, ARCHITECT

2654 REACTS BOULEVARD SUITE D BILCOM MISSISSIPPI 39231
PH: 338.388.5052 FAX: 338.388.7088 WWW.LDJARCHITECTURE.COM

A NEW MANUFACTURING BUILDING
FOR B&D PLACTICS
8480 ALLEN ROAD
GRANTER, MISSISSIPPI



REVISION IS	
11 REVIEW ONLY	

DATE	DATE
BY	BY
CHECKED	CHECKED

ISSUED ON 15 MARCH 2016

A104 0

CITY OF GAUTIER
CITY MANAGER MEMORANDUM

To: Honorable Mayor and Council
From: Samantha D. Abell, City Manager
Date: March 29, 2016
Subject: Consideration of a Cable Television Franchise Agreement with Cable One, Inc.

REQUEST:

Consideration of a negotiated Cable Television Franchise Agreement with Cable One, Inc. The City Council authorized the City Manager and Local Government Services to negotiate a new franchise agreement.

SUMMARY:

The purpose of this summary is to highlight some of the key provisions that are proposed for a new Cable Television Franchise with Cable One. This summary was drafted in part by Local Government Services. The following provisions are proposed for the City's new Franchise:

- The proposed Agreement incorporates the minimum Federal Customer Service Standards, increases insurance requirements and includes extensive construction standards.
- The proposed term of the agreement is Ten (10) years.
- The proposed Agreement includes the definition of "Gross Revenues" and the requirement for Cable One to pay the City 5% of Gross Revenues on a quarterly basis rather than semi-annually with extensive documentation requirements. The City will now receive franchise fee payments on Home Shopping and Advertising revenue and franchise fee revenue will also be included in the calculation of Gross Revenues. This will increase the City's annual cable franchise fee revenue by approximately 20% or approximately \$25,000.00 more annually.
- In the event that a Franchise Fee payment is not received by the City on or before the date due, or is underpaid, Cable One shall pay the City in addition to the payment, or sum due, \$100.00 per day or part thereof that the violation continues.

- If any audit reveals an underpayment by Cable One of more than 5% or more during any audit period, Cable One shall be responsible for City's reasonable costs associated with the audit.
- The proposed Agreement incorporates all rights and regulatory authority allowed under the Cable Act and applicable FCC regulations.
- Provisions are included to require compliance with FCC's technical performance standards to insure picture quality and sound delivered over the system.
- The agreement provides for free cable television service to all City owned buildings and public and parochial elementary and secondary schools. .
- Cable One has agreed to reimburse the City \$5,000.00 for costs associated with negotiating the renewal.
- Cable One shall maintain payment locations within the Service Area for receiving Subscriber payments after hours.
- Cable One shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a density equivalent of thirty (30) residential units per cable mile of System, as measured from the nearest tap on the Cable System.
- An audit was performed of Cable One for the period July 1, 2012 through June 30, 2015 and the City recovered \$3,427.00 in underpaid franchise fees.

RECOMMENDATION:

The City Manager recommends City Council approve the Cable Television Franchise Agreement. The Council may:

- Approve the franchise agreement; or
- Reject the franchise agreement.

CABLE TELEVISION FRANCHISE ORDINANCE

FOR THE

CITY OF GAUTIER, MISSISSIPPI

AND

CABLE ONE, INC.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO CABLE ONE, INC., TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF GAUTIER, MISSISSIPPI; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of Gautier Mississippi ordains:

STATEMENT OF INTENT AND PURPOSE

City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of City and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing, upgrading, and operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by City complies with the existing applicable state statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

**SECTION 1.
SHORT TITLE AND DEFINITIONS**

1. Short Title. This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.
2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word "shall" is always

mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Words not defined shall be given their common and ordinary meaning.

- a. “Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority.
- b. “Basic Cable Service” means any Service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 522(3).
- c. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).
- d. “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:
 - i. a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
 - ii. a facility that serves Subscribers without using any public Right-of-Way;
 - iii. a facility of common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - iv. an open video system that complies with 47 U.S.C. § 573; or
 - v. any facilities of any electric utility used solely for operating its electric utility systems.

Cable System as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(7).

- e. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the FCC. Cable Channel as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(4).
- f. “City” means City of Gautier, a municipal corporation, in the State of Mississippi, acting by and through its City Council, or its lawfully appointed designee.
- g. “City Council” means the governing body of the City of Gautier, Mississippi.
- h. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber.
- i. “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest feeder cable of the System.
- j. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- k. “Franchise” or “Cable Franchise” means this franchise ordinance and the regulatory and contractual relationship established hereby.
- l. “Franchise Fee” includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on Grantee or Subscriber, or both, solely because of their status as such. It does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or any fee imposed under Title 17 of the United States Code. Franchise Fee defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 542(g).
- m. “Grantee” is Cable One, Inc., its lawful successors, transferees or assignees.
- n. “Gross Revenue” means any and all revenue derived by Grantee from the operation of its Cable System to provide Cable Service within the City including, but not limited to, 1) all Cable Service fees, 2) Franchise Fees 3) late fees and returned check fees, 4) Installation and reconnection fees, 5) upgrade and downgrade fees, 6) local, state and national advertising revenue, 7) home shopping commissions, 8) equipment rental fees, and 9) written or electronic Channel guide revenue. The term “Gross Revenue” shall not include bad debts or any taxes or fees on Services furnished by Grantee imposed upon Subscribers by any municipality, state or other governmental unit, including credits, refunds and any amounts collected from Subscribers for deposits or EG fees. The term “Gross Revenue” shall not include home wire maintenance charges until such time as all other franchised cable system

operators in the City are also required to include home wire maintenance charges in their calculation of Gross Revenues.

- o. “Installation” means any connection of the System from feeder cable to the point of connection including Standard Installations and custom Installations with the Subscriber Converter or other terminal equipment.
- p. “Lockout Device” means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain Channel, or certain Channels provided by way of the Cable System.
- q. “Normal Business Hours” means those hours during which most similar businesses in City are open to serve customers. Normal Business Hours as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.309. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.
- r. “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Normal Operating Conditions as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.309.
- s. “Other Programming Service” means information that a cable operator makes available to all Subscribers generally. Other Programming Services as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522 (14).
- t. “Person” is any Person, firm, partnership, association, corporation, Grantee, limited liability entity or other legal entity.
- u. “Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in City in which the City has a property interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, utility easements or any other place, area, or real property owned by or under the control of City which are dedicated for compatible use.
- v. “Right-of-Way Ordinance” means any ordinance or other applicable code requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.
- w. “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

- x. “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels. Service Interruption as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.309.
- y. “Standard Installation” means any residential or commercial Installation which can be completed using a Drop of one hundred fifty (150) feet or less.
- z. “Subscriber” means any Person who is authorized to receive broadcast programming distributed by a Cable System and does not further distribute it. Subscriber as defined herein shall not be inconsistent with the definition set forth in 47 C.F.R. § 76.5(ee).
- aa. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station. Video Programming as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(20).

SECTION 2.
GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein. Failure of Grantee to provide a System as described herein, or meet the obligations and comply with all provisions herein, shall be deemed a violation of this Franchise.
2. Grant of Nonexclusive Authority.
 - a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of City ordinance, rule or procedure, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way but Grantee shall have priority over later non-public users. In all cases the City shall have priority use of the Right-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.
 - b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way permit shall be issued by City if City determines, in its sole but reasonable discretion, that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present use of the Right-of-Way.
 - c. This Franchise shall be nonexclusive, and City reserves the right to grant use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service. Should City grant a franchise to another wireline video service provider for the provision of Cable Service, such franchise shall be on terms that are reasonably comparable to the terms of this Franchise so that no party will have an unfair competitive advantage over the other. The Grantee and City agree that this section does not require a

word for word identical franchise or agreement for a new video service provider so long as the regulatory and financial burdens on each entity are materially equivalent.

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10.5 of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.
4. Franchise Term. This Franchise shall be granted for a period of Ten years, from the date of adoption unless sooner renewed, revoked or terminated as herein provided.
5. Previous Franchises. Upon acceptance by Grantee as required by Section 13.2 herein, this Franchise shall supersede and replace any previous ordinance or other authorization granting a franchise to Grantee.
6. Compliance with Applicable Laws, Resolutions and Ordinances.
 - a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority of the City. This Franchise may also be modified or amended with the written consent of City and Grantee as provided in Section 11.3 herein.
 - b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City, which may have the effect of superseding, modifying or amending the terms herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way.
 - c. In the event of any conflict between this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms of this Franchise shall be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way.
7. Rules of Grantee. Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with Applicable Laws.

8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as they exist from time to time. Access to Cable Service shall not be denied to any group of potential cable Subscribers solely because of the income of the potential cable Subscribers or the area in which such group resides. Grantee may take into account such standard measures of payment reliability such as credit reports, history with the Grantee and other objective indicators.
9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be sent via registered or certified mail or overnight mail or shall be deemed to be given when delivered personally to any officer of Grantee or City Clerk or to the party to whom notice is being given, as follows:

If to City: City Manager
 3330 Highway 90
 Gautier, Mississippi 39553

If to Grantee: Mr. Charlie Oakes
 Cable One
 General Manager
 5100 Macphelah Rd.
 Pascagoula, MS 39567

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.
 - a. Grantee shall comply with the construction requirements of local, state and federal laws.
 - b. Grantee agrees to obtain a permit as required by City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee will notify City prior to such repairs, if practicable, and will obtain the necessary permits in a reasonable time after notification to City.
 - c. Grantee, at the time of or prior to submitting construction plans, shall provide City with a description of the type of Service to be provided by the Grantee in sufficient detail for City to determine compliance with the Franchise and Applicable Laws.
 - d. City may issue reasonable policy guidelines to all grantees to establish procedures for determining how to control issuance of engineering permits to multiple grantees for the use of the same Rights-of-Way for their facilities. Grantee shall cooperate with City in establishing such policy and comply with

the procedures established by the City Manager or designee to coordinate the issuance of multiple engineering permits in the same Right-of-Way segments.

- e. Grantee shall first obtain the written approval of City prior to commencing any construction or reconstruction on the Rights-of-Way and public places of City which approval shall not be unreasonably withheld.
 - f. Failure to obtain permits or comply with permit requirements shall subject Grantee to all enforcement remedies available to City under Applicable Laws or this Franchise.
 - g. Grantee shall meet with developers and be present at pre-construction meetings to ensure that the newly constructed Cable System facilities are installed in new developments within City in a timely manner.
2. Ongoing Construction. Grantee shall notify City at least ten (10) days prior to the commencement of any construction in any Rights-of-Way. Grantee shall provide to City a detailed site plan of any proposed construction or excavation. Grantee shall not open or disturb the surface of any Rights-of-Way or public place for any purpose without first having obtained a permit to do so in the manner provided by law. All excavation shall be coordinated with other utility excavation or construction so as to minimize disruption to the public. Any excavation shall be backfilled without delay and lawns, berms, gardens, shrubs, and flower beds returned and restored in as good a condition as before work involving such disturbance was done. Any excessive or loose dirt, gravel, mud or sand shall be removed from the property and deposited at an approval disposal site.
3. Use of existing poles or conduits.
- a. Grantee shall utilize existing and/or replacement poles, conduits and other facilities whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property until the written approval of City is obtained.
 - b. The facilities of Grantee shall be installed underground in those areas of City where existing telephone and electric services are both underground at the time of construction by Grantee. In areas where either telephone or electric utility facilities are installed aerially at the time of System construction, Grantee may install its facilities aerially; however, at such time as the existing aerial facilities are placed underground, Grantee shall likewise place its facilities underground at its sole cost. If City requires utilities to bury lines which are currently overhead, and the City financially participates in said undergrounding, then the City will provide the same cost sharing to the Grantee.
4. Minimum Interference.
- a. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

- b. All transmission and distribution structures, lines and equipment erected by Grantee shall be located where reasonably feasible so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places and minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.
 - c. Grantee shall provide advance notice to any private property owner and shall obtain authorization prior to commencing work on private property.
5. Disturbance or damage. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as reasonably determined by City. If Grantee shall fail to promptly perform the restoration required herein, after written request of City and reasonable opportunity to satisfy that request, City shall have the right to put the Rights-of-Way back into condition as good as that prevailing prior to Grantee's work. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration within thirty (30) days after its receipt of City's invoice thereof.
6. Temporary Relocation.
- a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, freeway or Rights-of-Way construction, alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes disconnection, removal, or relocation necessary for City.
 - b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than five (5) business days advance notice to arrange such temporary wire alterations.
7. Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the City Manager, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against City for restoration, repair or damages. However, such plans will be provided to Grantee as soon as reasonably possible.
8. Tree Trimming. Grantee shall comply with all applicable provisions of the Code of Ordinances of the City regarding the trimming of any trees on public property or in the Rights-of-Way.

9. Protection of facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the installation of any conduit or construction or reconstruction of any sewer or water system.
10. Installation records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and furnish them to City upon request for purposes of locating facilities that occupy public rights-of-way and planning and managing construction activity in the public right of way. Grantee shall cooperate with City to furnish such information in an electronic mapping format, if possible compatible with the then-current City electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of-Way and public ways, Grantee shall provide City with Installation records in an electronic format, if possible compatible with the then-current City electronic mapping format showing the location of the underground and above ground facilities. To the maximum extent permitted by state and federal law, The City shall maintain the confidentiality of any maps or records of the location of Grantee's facilities provided by Grantee and shall not disclose such information to a third party except as specifically required by applicable law. If the City believes that it must release such information, the City shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests.
11. Locating facilities.
 - a. If, during the design process for public improvements, City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with City to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days after receipt of written notice.
 - b. City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way and public ways, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of City limits.
12. City's rights.
 - a. When City uses its prior superior right to the Rights-of-Way and public ways, Grantee shall move its property that is located in the Rights-of-Way and public ways, at its own cost, to such a location as City directs.
 - b. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

- c. City will notify Grantee of any planned exercise of its prior superior right to the Rights-of-Way to require Grantee to relocate its facilities with enough prior notice to enable it to relocate to the new position in the Rights-of-Way before it is required to remove its facilities from its prior location. City will provide timely permit approval for the forced relocation without charging Grantee fees of any kind.

13. Relocation delays.
 - a. Subject to Grantee's compliance with Section 3.12 above, if Grantee's relocation effort so delays construction of a public project causing City to be liable for delay damages, Grantee shall reimburse City for those damages attributable to the delay created by Grantee. In the event Grantee should dispute the amount of damages attributable to Grantee, the matter shall be referred to the City engineer for a decision. In the event that Grantee disagrees with the City engineer's decision, the matter shall be submitted to the City Council for determination, whose decision shall be final and binding upon Grantee as a matter of City review, but nothing herein waives any right of appeal to the courts.
 - b. In the event City becomes aware of a potential delay involving Grantee's facilities, City shall promptly notify Grantee of this potential delay.

14. Interference with City Facilities. The Installation, use and maintenance of the Grantee's facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to interfere with City's placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other City systems that have been, or may be, installed, maintained, used or authorized by City.

15. Interference with Utility Facilities. Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or interfere with any existing facilities of another utility located within the Rights-of-Way and public ways of City. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.

16. Collocation. To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along City Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities.

17. Safety Requirements.
 - a. Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.

- b. Grantee shall install and maintain its System and other equipment in accordance with City's codes and the applicable requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.
- c. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Upgrade/Construction: Minimum Channel Capacity.
 - a. Grantee shall operate and maintain for the term of this Franchise a System providing a minimum of 550 MHz capacity. Design specifications found in Exhibit B attached hereto are hereby incorporated as part of this Franchise.
 - b. The System will utilize a hybrid fiber-coaxial architecture and shall replace any existing headend equipment with state-of-the-art standard frequency headend equipment which is technically necessary to meet FCC technical standards.
 - c. Grantee shall operate and maintain a System capable of providing non-video services such as high-speed data transmission, Internet access, and Other Programming Services.
 - d. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any Channel additions, deletions, or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536, and further subject to Grantee's rights pursuant to 47 U.S.C. § 545.
2. System Construction. On or about thirty (30) days prior to any System construction, affected Subscribers will receive a notice by any means reasonably calculated to reach them which shall include Grantee's telephone number that Subscribers can use to contact Grantee with any questions or concerns they may have. No less than forty-eight (48) hours before construction, all affected houses will receive notification regarding Grantee's construction schedule which will also include the scope of work to be performed and Grantee's telephone number. Nothing shall prohibit Grantee from consolidating the notices required in this subparagraph.
3. Interruption of Service. Grantee shall interrupt Service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If Service is interrupted for a total period of more than twenty-four (24) continuous hours in any thirty (30) day period, Subscribers shall be credited pro rata for such interruption.

4. Emergency Alert Capability. Grantee shall at all times comply with the Emergency Alert System standards pursuant to Title 47, Section 11, Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time. The City acknowledges that the Emergency Alert System will not be available to it when the Grantee is obligated by federal law to run national or regional emergency broadcasts.
5. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
6. Special Testing.
 - a. City shall have the right to inspect and test all construction or Installation work performed pursuant to the provisions of the Franchise. In addition, City may require special testing of a location or locations within the System as desired at any time during the term of this Franchise. Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance or for routine verification of Grantee's compliance with FCC technical standards. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.
 - b. Before ordering such tests, Grantee shall be afforded thirty (30) days advance written notice. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which may be the focus of concern. If, after such meetings and inspections, City wishes to require special tests and the thirty (30) days have elapsed, the tests shall be conducted by Grantee at Grantee's expense and may be observed by a qualified engineer selected by City at the City's expense. Grantee shall participate and cooperate in such testing and shall not assess City or Subscribers any additional fees or costs associated with time or labor Grantee may incur as a result of its participation in such testing. If such special testing establishes that the System does not meet all the material terms hereof and all applicable rules and regulation, Grantee shall bear all the expense for such special testing at a cost not to exceed \$10,000.00.
7. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with City or its designee within ten (10) days of the date of request.
8. Annexation. Upon the annexation of any additional land area by the City, if the annexed area is not currently served by a cable operator it will be subject to the other provisions of this Section 4. If the annexed area is served by a cable operator, Grantee has the option to extend its Cable System to the newly annexed area if Grantee determines that it is economically feasible to do so. Upon the annexation of any additional land area by the City, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) days of written notification by the City to Grantee.

A cable operator other than Grantee whose Cable System already passes homes in an annexed area shall not extend its Cable System beyond those homes which it passes at the time the annexation occurs unless it otherwise obtains a franchise from the City.

9. Line Extension.

- a. Grantee shall construct and operate its Cable System so as to provide Service to all parts of its Franchise area as provided in this Franchise and having a minimum density equivalent of thirty (30) residential units per cable mile of System, as measured from the nearest tap on the Cable System.
- b. Where the density is less than that specified above, Grantee shall inform Persons requesting Service of the possibility of paying for Installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for Installation or extension for each Person requesting Service shall not exceed a pro rata share of the actual cost of extending the Service.
- c. Any residential and/or commercial unit located within one hundred fifty (150) feet of the nearest tap on Grantee's System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred fifty (150) foot limit, extend Service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.
- d. Under Normal Operating Conditions, and absent unforeseen circumstances, if Grantee cannot perform Installations within the times specified in applicable customer standards, the Subscriber may request and is entitled to receive a credit equal to the amount he would otherwise have been charged. For any Installation that is not a free Installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within seven (7) days of a request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.

**SECTION 5.
SERVICE PROVISIONS**

1. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all Grantee's payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.
2. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its Services within City. In its initial communication or contact with a non-Subscriber or current Subscriber seeking alternative options, Grantee shall inform the non-Subscriber of all levels of Service available, including the lowest

priced Basic Cable Service tier. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.

3. Consumer Protection and Service Standards. Grantee shall maintain convenient local customer service and bill payment locations for receiving Subscriber payments, handling billing questions, equipment replacement and customer service information. Grantee shall comply with: 1) any customer service requirements that may be required by the Code of Ordinances of the City, as may be amended from time to time; 2) the standards and requirements for customer service set forth below; and 3) all applicable regulations relating to customer service obligations, including any amendments to 47 C.F.R. § 76.309 during the term of this Franchise.

a. Cable System office hours and telephone availability.

- i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

- (1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
- (2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

- ii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

- iii. Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

- iv. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

- v. Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

b. Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.

- i. Except for factors beyond Grantee's control, Standard Installations will be performed within seven (7) business days after an order has been

placed. "Standard" Installations are those that are located up to one hundred fifty (150) feet from the existing distribution system.

- ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.
 - iii. The appointment window alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours unless verbally waived by customer. Calls that do not require entrance inside the customer's structure may happen at any time during Normal Business Hours. Grantee shall contact via phone, text or by other means, as new technologies become available, all Subscribers or prospective Subscribers prior to scheduled appointments and will endeavor to maximize customer notifications of scheduled appointments. Grantee shall make available scheduled Service calls outside of Normal Business Hours during the evening on weekdays. Grantee currently maintains an On-Time Guarantee for service appointments that compensates customers by providing a twenty (\$20) credit if Grantee's technicians arrive at the customer's residence outside the appointment window. For installation appointments, late arrival is compensated in the same manner but in addition, installation will be free to the customer.
 - iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
 - v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- c. Communications between Grantee and Subscribers.
- i. Notifications to Subscribers:
 - (1) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - (a) Products and Services offered;
 - (b) Prices and options for programming Services and conditions of subscription to programming and other Services;
 - (c) Installation and Service maintenance policies;

- (d) Instructions on how to use the Cable Service;
 - (e) Channel positions of programming carried on the System; and
 - (f) Billing and complaint procedures, including the address and telephone number of the City's cable office.
- (2) Subscribers will be notified of any changes in rates, programming Services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Section 5.3(c)(i)(1).
 - (3) In addition to the requirement of subparagraph (2) of this section regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.
 - (4) To the extent Grantee is required to provide notice of Service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means at its sole discretion.
 - (5) Notwithstanding any other provision of this section, Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or City on the transaction between the Grantee and the Subscriber.

ii. Billing:

- (1) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills

will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

- (2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- iii. Refunds: Refund checks will be issued promptly, but no later than either:
 - (1) The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier or
 - (2) The return of the equipment supplied by Grantee if Service is terminated.
- iv. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

Based on a historical record of complaints that indicates a clear failure to comply with the standards set forth above, upon fourteen (14) days written request, Grantee shall provide City with a quarterly compliance report specific to the System in the Service Area, which report information shall describe in detail Grantee's compliance with each and every term and provision of this Section. Grantee shall comply with the cable industry's on-time guaranty as endorsed by the National Cable Television Association. This on-time guaranty generally provides that if Installation is not commenced within the "appointment window" specified by the operator, Installation shall be free for the Subscriber unless the Subscriber is at fault for causing the Installation not to occur.

4. Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued without cause, for twenty-four (24) or more consecutive hours, the Grantee shall, upon request by Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.
5. Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.
6. Local Office Policy.
 - a. Grantee shall maintain locations in City for receiving Subscriber inquiries, check payments, and equipment transfers. In addition, Grantee shall maintain credit card payment locations within the Service Area for receiving Subscriber payments after hours.
 - b. Payments at Grantee's payment locations shall be deemed received on the date such payments are picked up by Grantee which shall occur no less than twenty-four (24) hours after each and every due date for Subscriber bills.

7. Service to public buildings. Grantee shall provide, upon request, and without charge, cable including two digital boxes to any municipal buildings owned, operated, and occupied by the City and to any public or parochial elementary or secondary school. Grantee shall be responsible for the costs of extension to designated institutions for the first two hundred and fifty (250) feet as measured from Grantee's nearest active plant. The institution shall pay the net additional Drop or extension costs beyond the two hundred and fifty (250) feet. The cost of any internal wiring shall be borne by the institution as well as any maintenance costs.

**SECTION 6.
OPERATION AND ADMINISTRATION PROVISIONS**

1. Administration of Franchise. The City Manager or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise; provided, however, that the City Council shall retain the sole authority to take enforcement action pursuant to this Franchise.
2. Delegated-Authority. The City may appoint a citizen advisory body or may delegate to any other body or Person authority to monitor the performance of Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of City.
3. Franchise Fee.
 - a. During the term of the Franchise, Grantee shall pay quarterly to City a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.
 - b. Any payments due under this provision shall be payable quarterly. The payment shall be made within forty-five (45) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation in form and substance substantially the same as Exhibit C attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the City on or before the date due, or is underpaid, Grantee shall pay the City in addition to the payment, or sum due, \$100.00 per day or part thereof that the violation continues.
 - c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Grantee's books and records pursuant to Section 7.6 of this Franchise and such review indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City.
4. Discounted Rates. If Grantee's Subscribers are offered what is, in effect, a discount for "bundled" services (i.e. Subscribers obtain Cable Services and some other, non-cable goods or service) then for the purpose of calculating Gross Revenues, the discount shall be applied proportionately to cable and non-cable goods and services, in accordance with the following example:

Assume a Subscriber's charge for a given month for Cable Service alone would be \$40, for local telephone service alone would be \$30, and for high-speed service alone would be \$30, for a total of \$100. In fact, the three (3) services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that would apply to a service if purchased individually (i.e. \$80 per month for all three (3) services). The discount (here, \$20) for Gross Revenue computation purposes would be applied pro rata so that Gross Revenues for Cable Service are deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the Subscriber received a \$20 discount for telephone service on the condition that he or she also subscribes to Cable Service at standard rates.

In no event shall Grantee be permitted to evade or reduce applicable Franchise Fee payments required to be made to City due to discounted bundled services.

5. Not Franchise Fees.

- a. Grantee acknowledges and agrees that the Franchisee Fees payable by Grantee to City pursuant to this section shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by Grantee pursuant to this Franchise and that the Franchise Fees provided for in this section of this Franchise shall be in addition to any and all taxes of general applicability and other fees and charges which Grantee shall be required to pay to City and/or to any other governmental authority, all of which shall be separate and distinct obligations of Grantee.
- b. Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or any other governmental authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to City to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

6. Access to Records. The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records. City acknowledges that some of the records which may be provided by Grantee may be classified as confidential and therefore may subject Grantee to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws. Grantee shall produce such books and records for City's inspection at Grantee's local office within the Service Area or at such other mutually agreed upon location within the City. To the extent it is necessary for City to send representatives to a location outside of the City to inspect Grantee's books and records for compliance with the Franchise, Grantee shall be responsible for all travel costs incurred by City representatives.

7. Reports and Maps to be Filed with City.

- a. Grantee shall file with the City, at the time of payment of the Franchise Fee, a report of all Gross Revenues in form and substance as Exhibit C attached hereto.
- b. If required by City, Grantee shall provide City a written or computer-stored record of all service calls and interruptions or degradation of Service experienced for the preceding two (2) years, provided that such complaints result in or require a service call, subject to the Subscriber's right of privacy.
- c. City and Grantee shall mutually agree, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise.
- d. If required by City, Grantee shall furnish to and file with City Manager the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System.

8. Periodic Evaluation.

- a. City may require evaluation sessions no more than once every three years during the term of this Franchise, upon thirty (30) days written notice to Grantee.
- b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access Channels, facilities and support, municipal uses of cable, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City deems relevant.
- c. As part of any periodic evaluation proceeding the City shall have the right to visit and/or inspect the Grantee's headend facility, customer service center and any other facilities of Grantee whether or not located in the City to the extent such facilities are in any way related to Grantee's ability to provide Cable Services to the City.
- d. As a result of a periodic review or evaluation session, upon notification from City, Grantee shall meet with City and discuss the findings of the City's review and undertake good faith efforts to reach agreement on changes to the Franchise that would be mutually advantageous.

**SECTION 7.
GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. Liability Insurance.

- a. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise commercial general liability insurance with a Grantee licensed to do business in the State of Mississippi

with a rating by A.M. Best & Co. of not less than “B” that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee’s vehicles, products and operations. Grantee shall maintain, throughout the term of the Franchise, liability insurance insuring Grantee and the City in the minimum amounts of:

- i. One Million and No/100 Dollars (\$1,000,000.00) for bodily injury or death to any one (1) Person;
 - ii. One Million and No/100 Dollars (\$1,000,000.00) for bodily injury or death resulting from any one (1) accident;
 - iii. One Million and No/100 Dollars (\$1,000,000.00) in the form of an umbrella policy.
- b. The following endorsements shall be attached to the liability policy:
- i. The policy shall provide coverage on an “occurrence” basis.
 - ii. The policy shall cover personal injury as well as bodily injury.
 - iii. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier’s standard endorsement as to bodily injuries, personal injuries and property damage.
 - iv. Broad form property damage liability shall be afforded.
 - v. City shall be named as an additional insured on the policy.
 - vi. An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
 - vii. Standard form of cross-liability shall be afforded.
 - viii. An endorsement stating that the policy shall not be canceled without thirty (30) days’ notice of such cancellation given to City.
- c. Grantee shall submit to City documentation of the required insurance, including a certificate showing that the City is an additional insured, as well as all properly executed endorsements.

2. Indemnification

- a. Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the “Indemnified Parties”)

harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractors, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings. Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees.

- b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.
 - c. City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.
 - d. The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
3. Grantee's Insurance. Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.
- a. In order for City to assert its rights to be indemnified, defended, and held harmless, City must, with respect to each claim:
 - i. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;
 - ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or

resolution or other disposition of such claim or proceeding subject to subparagraph (ii) above.

SECTION 8.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.
 - a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that after notice and an opportunity to cure as reordered herein;
 - i. Grantee has violated material provisions(s) of this Franchise and has not cured; or
 - ii. Grantee has attempted to evade any of the provisions of the Franchise; or
 - iii. Grantee has practiced fraud or deceit upon City.
 - b. City may revoke this Franchise without the hearing otherwise required herein if Grantee is adjudged a bankrupt.
2. Procedures for Revocation.
 - a. City shall provide Grantee with written notice of a Franchise violation consistent with Section 8 of this Franchise and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise.
 - b. Should City determine to proceed with a revocation proceeding, Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
 - c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.
 - d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.
3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for actual damages resulting from the abandonment, including all costs incident to removal of the System. A sale of the system to a third party will not be considered an abandonment.

4. Removal After Abandonment, Termination or Forfeiture.

- a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City.
- b. Except where Grantee has appealed the City's decision, if Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the performance bond toward removal. If Grantee has abandoned the System without removal, after twelve (12) months the City may declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

- a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure any indebtedness or where the change is an internal business organizational change not involving a change in ownership of the parent Grantee.
- b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one (1) Person. Acquisition by one (1) Person of an interest of five percent (5%) or more in a single transaction shall require notice to City.
- c. The Grantee shall file, in addition to all documents, forms and information required to be filed by Applicable Laws, the following:
 - i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof; and

- ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to the FCC, the FTC, the FEC, the SEC or applicable state departments and agencies. Upon request, Grantee shall provide City with a complete copy of any such document; and
- iii. Any other documents or information related to the transaction as may be specifically requested by the City.
- d. City shall have such time as is permitted by Applicable Laws in which to review a transfer request.
- e. Grantee shall reimburse City for all reasonable out-of-pocket, legal and consulting costs associated with City's review of any request to transfer.
- f. In no event shall a sale, transfer, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments required by the City.
- g. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless and until any noncompliance has been corrected or an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise with the new Grantee even if such issues predated the approval, whether known or unknown to City.

**SECTION 9.
PROTECTION OF INDIVIDUAL RIGHTS**

1. Discriminatory Practices Prohibited. Grantee shall not deny Service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, or disability. Denial of service for nonpayment shall not be prohibited under this section even if these categories exist in any particular case. Grantee shall comply at all times with all other Applicable Laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy.
 - a. Grantee may not transmit signals from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification

of activity planned for the purpose of monitoring individual viewing patterns or practices. Notwithstanding the above, Grantee may monitor usage patterns for technical and network research on an aggregate basis and not for individual Subscriber identification.

- b. No lists of the names and addresses of Subscribers or any lists that identify the individual viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's service business use or to City for the purpose of Franchise administration and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.
- c. Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.
- d. Subscribers and non-Subscribers may request to be put on a list to prevent solicitations from Grantee.

SECTION 10. MISCELLANEOUS PROVISIONS

- 1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Laws.
- 2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.
- 3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7 or at any other time if City and Grantee agree that such an amendment will be in the public interest or the Grantee's interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers.
- 4. Compliance with Federal, State and Local Laws.
 - a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from

performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state and federal laws and regulations and rules regarding cable communications and franchising as they become effective.

- b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.
5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.
6. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.
8. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including but not limited to; acts of God, fire, explosion, vandalism, storm or other similar catastrophes; national emergencies; insurrection; riots or wars.

SECTION 11.
PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication, Effective Date. This Franchise shall be published in accordance with Applicable Laws. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 11.2

2. Acceptance.
 - a. Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

 - b. Upon acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

 - c. Grantee shall accept this Franchise in the following manner:
 - i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

 - ii. With its acceptance, Grantee shall also deliver a certified or cashier's check, approved by the City, in the amount of Five Thousand Dollars (\$5,000.00) made payable to the City of Gautier, Mississippi, as an acceptance fee and any grant payments, and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall be deposited in an account of the City, and shall serve to recover expenses incurred by the City in the granting of this Franchise. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

Passed and adopted by the City Council this _____ day of _____, 2016.

ATTEST:

CITY OF GAUTIER, MISSISSIPPI

By: _____

By: _____

Its: _____

Its: _____

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

CABLE ONE, INC.

Date: _____, _____ 2016

By: _____

Its: _____

SWORN TO BEFORE ME this
__ day of _____, 2016.

NOTARY PUBLIC

**EXHIBIT A
OWNERSHIP**

Grantee shall provide the City a copy of its Annual Report to satisfy this requirement when such Annual Report is ready.

EXHIBIT B SYSTEM DESIGN SPECIFICATIONS

The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the City's interpretation shall control over all other sources and interpretations.

Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design in similar markets.

The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 550 MHz of bandwidth capacity. The System will be two-way active, and it will be designed to have capability to transmit return signals upstream in the 5-30 MHz spectrum.

The design of the System shall be based upon a "Fiber to the node" architecture that will deliver the signals by fiber optics directly to each neighborhood. Grantee's initial design includes fibers to each node site having a neighborhood group average of approximately five hundred (500) homes. If Grantee splits nodes into smaller sizes, fewer fibers will extend to such smaller nodes. There shall be no more than seven (7) active amplifiers in a cascade from each node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of service interruptions.

**EXHIBIT C
FRANCHISE FEE PAYMENT WORKSHEET**

TRADE SECRET – CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Basic Cable Service				
Installation Charge				
Bulk Revenue				
Expanded Basic Service				
Pay Service				
Pay-per-view				
Guide Revenue				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Digital Services				
Inside Wiring				
Other Revenue				
Equipment Rental				
Processing Fees				
Bad Debt				
REVENUE				
Fee Calculated				

Fee Factor: 5%

EXHIBIT D
GRANTEE COMPLIMENTARY SERVICE TO CITY LOCATIONS

One (1) complimentary outlet of Basic Service will be provided to each of the locations listed below. If any of the locations listed below require an installation, Grantee will install Basic Service at the lowest actual cost of Grantee's time and material. Each location listed below may add additional outlets at their own expense, as long as installation meets Grantee's standards and approval, which shall not be unreasonably withheld.

City Hall 3330 Hwy. 90

Police Department 3329 Hwy. 90

Police Substation South 2300 Ladnier Rd.

Public Works Building 3305 Gautier Vancleave Rd.

Central Fire Station 2502 College Dr.

North Fire Station 7510 Martin Bluff Rd.

South Fire Station 1905 Ladnier Rd.

West Fire Station 6200 Brown Rd.

Senior Citizens Building 914 De La Point Dr.

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

ORDER NUMBER 076-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the implementation of the new wage scale and payment of raises to the Gautier Fire Department employees as negotiated in the contract between the City of Gautier and the Gautier Firefighters Association is hereby authorized.

IT IS FURTHER ORDERED that the revised Schedule of Authorized Positions for the Gautier Fire Department reflecting grade changes, pursuant to the Gautier Fire Union Contract approved March 15, 2016 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 Guillotte**, seconded by **Councilman Anderson** and the following vote was recorded:

AYES: **Gordon Gollott**
 Johnny Jones
 Hurley Ray Guillotte
 Rusty Anderson
 Adam Colledge

NAYS: **Casey Vaughan**

ABSENT: **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 April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Jason Pugh, Human Resources Director
Date: 03/28/16
Subject: Authorization to implement the new wage scale and payment of raises to the Gautier Fire Department employees as negotiated in the contract between the City of Gautier and the Gautier Firefighters Association as approved by the Gautier City Council on March 15, 2016.

REQUEST:

Authorization to implement the new wage scale and payment of raises to the Gautier Fire Department employees as negotiated in the contract between the City of Gautier and Gautier Firefighters Association and approved by council on March 15, 2016. It is also requested that the Schedule of Authorized Positions be updated to reflect grade changes affected by the new wage scale.

DISCUSSION:

On 03/15/16 the Gautier City Council approved a new union contract with Gautier Firefighters Association Local 3290 of the IAFF. The contract contained a new Wage Scale for the fire department which is set to go into effect for the pay date of 4/22/16. It is requested that the City Council officially implement the new wage scale and authorize the city to issue payment of raises to the Fire Department employees as negotiated. The attached Schedule of Authorized positions will also require approval as it contains grade changes only for the affected positions in the fire department. There are no other changes to the Schedule of Authorized Positions.

FINANCIAL IMPACT:

The annual impact for the new wage scale and raises will be \$59,553. The impact for the remainder for FY 2016 is \$26,897. The annual public safety millage will be used to cover these pay increases.

RECOMMENDATION:

The City Manager recommends the approval of the agenda item as presented.

City Council may:

- 1) Approve the agenda item as presented; or
- 2) Approve the agenda item with changes; or
- 3) Reject the agenda item as presented.

ATTACHMENT(S):

New Fire Department Wage Scale
Revised Schedule of Authorized Positions

**Appendix
Wage
FIRE DEPARTMENT
PAY RANGES (2496 HOURS)
APPROVED (XX/XX/XXXX)**

GRADE 9 UNCERTIFIED

Hourly	\$9.00	\$9.50
Annual	\$22,464.00	\$23,712.00

GRADE 10 FIREFIGHTER

Hourly	\$10.75	\$18.00
Annual	\$26,832.00	\$44,928.00

GRADE 11 LIEUTENANT

Hourly	\$13.00	\$21.00
Annual	\$32,448.00	\$52,416.00

GRADE 12 CAPTAIN

Bi-Weekly	\$1,435.20	\$2,304.00
Annual	\$37,315.20	\$59,904.00

Promotions: 5% increase and place on new grade

CITY OF GAUTIER
FY 2016
SCHEDULE OF AUTHORIZED POSITIONS
(Underline New/Strike-Thru ~~Old~~)

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
<u>JUDICIAL</u>					
City Judge	N/A	N/A		1	
Total Funded				1	
Total Non-Funded					
<u>EXECUTIVE DEPT</u>					
City Manager	N/A	N/A	1		
Executive Assistant	2080	10	1		
Total Funded			2		
Total Non-Funded					
<u>FINANCE DEPT</u>					
Comptroller	2080	21	1		
Finance Support Specialist	2080	11	1		
Accounting Generalist	2080	10	1		
Total Funded			3		
Total Non-Funded					
<u>HUMAN RESOURCES DEPT</u>					
Director	2080	21	1		
HR Generalist	2080	10	1		
Multi-Craft Maintenance Worker	2080	10	1		
Custodian	2080	7	1		
<i>Fleet Maintenance</i>					
Mechanic II	2080	11	1		
Mechanic I	2080	10	1		
Total Funded			6		
Total Non-Funded					
<u>CITY CLERK DEPT</u>					
City Clerk	2080	21	1		
DCC / Executive Assistant	2080	11	1		
Purchasing Agent	2080	10	1		
Administrative Clerk	2080	8	1		
<i>Court Division</i>					
Court Clerk II	2080	10	1		
Deputy Court Clerk	2080	8	1		
Total Funded			6		
Total Non-Funded					

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
POLICE DEPT					
Police Chief	2080	22	1		
Executive Assistant	2080	9	1		
CID					
Detective Captain	2080	15	1		
Detective Lieutenant	2080	13	1		
Detective Sergeant	2080	12	1		
Detective	2080	11	2		
Detective	2080	11	Unfunded (1)		
FBI Task Force Officer	2080	11	1		
Narcotics Officer	2080	11	1		
Crime Prevention Officer	2080	11	1		
Records Clerk II	2080	8	1		
Patrol					
Patrol Captain	2080	15	1		
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer **	2184	9/10	15		
Dispatcher / TAC Officer	2080	10	1		
Dispatcher	2184	7	8		
Traffic/Admin					
Traffic/Admin Captain	2080	15	1		
K9 Officer	2080	10	1		
Traffic Sergeant	2184	10S	1		
Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Guards	N/A	N/A		4	
Patrol Officer	N/A	N/A			21
Total Funded			50	4	21
Total Non-Funded			2		

** Probationary Officer 9
Certified Officer 10

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
FIRE DEPT					
Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshal	2080	15 20	1		
Executive Assistant	2080	9	1		
Fire Captains	2496	10 12	3		
Fire Lieutenant	2496	9 11	9		
Firefighters **	2496	9/10	24		
P/T Firefighters	N/A	N/A		3	
Total Funded			39	3	
Total Non-Funded					

** Probationary Firefighter 9
Certified Firefighter 10

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
<u>ECONOMIC DEV DEPT</u>					
Director	2080	22	1		
Administrative Clerk	2080	8	2		
Administrative Clerk (Part Time)	N/A	N/A		Unfunded (1)	
<i>Building & Zoning</i>					
Building & Zoning Administrator	2080	13	1		
Building & Code Inspector	2080	12	1		
Animal Control/Code Enforcement Officer	2080	9	1		
<i>Neighborhood Services</i>					
Grants and Projects Manager	2080	13	1		
Neighborhood Improv. Coord.	2080	10	Unfunded (1)		
Total Funded			7	4	
Total Non-Funded			1	1	
<u>CULTURAL SERVICES DEPT</u>					
Cultural Services Director	2080	21	1		
Recreation Coordinator	2080	11	1		
Parks Supervisor	2080	11	1		
Administrative Bookkeeper	2080	10	Unfunded (1)		
Grounds and Maintenance Oper.	2080	8	2		
Park Attendant	N/A	N/A		4	
Total Funded			5	4	
Total Non-Funded			1		

Summary of Authorized Positions	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
Judicial Dept: Funded		1	
Executive Dept: Funded	2		
Finance Dept: Funded	3		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	6		
Police Dept: Funded	50	4	21
Non-Funded	2		
Fire Dept: Funded	39	3	
Econ Dev Dept: Funded	7		
Non-Funded	1	1	
Cultural Services Dept: Funded	5	4	
Non-Funded	1		
Total	118	12	21
Total Non Funded	4	1	

Councilman Colledge made a motion to table Business Agenda Item #8 - Order authorizing the City to proceed with the purchase and construction of a 20x30 splash pad to be constructed at Bacot Park not to exceed \$25,000.00. **Councilman Guillotte** seconded the motion and the vote carried unanimously. Councilwoman Martin was absent.

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

ORDER NUMBER 077-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Police Chief Dante Elbin is hereby authorized to proceed with an initiative to impose a \$10.00 surcharge, in addition to any other monetary penalties set by law, in accordance with Mississippi Code Annotated § 63-9-31.

IT IS FURTHER ORDERED that the Police Department will use the surcharge fund to assist the city in purchasing wireless radio communication devices, such as, E-tickets, portable radios and mobile radios.

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

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

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

NAYS: **None**

ABSENT: **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 April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Danny Selover, Police Captain *He*
Through: Dante Elbin, Chief of Police
Date: March 24, 2016
Subject: Surcharge for traffic violations

REQUEST:

The Gautier Police Department is seeking authorization from the Mayor and City Council to impose a (\$10.00) ten dollar surcharge, in addition to all other monetary penalties set by law, on *traffic citations*, except those related to *vehicular parking or registration*.

BACKGROUND:

The Mississippi Code (63-9-31) allows a (\$10.00) ten dollar surcharge for all *traffic offenses*, except *vehicular parking or registration*, if the municipality participates in a wireless radio communication program. The monies are collected by the City Court and deposited into a special fund in the Department of Public Safety's Office. The City of Gautier will incur a 1% fee, which will be retained by the Office of Public Safety, to defray cost for administering the special fund. The Gautier Police Department will receive a check once a year for the amount of deposits placed into the special fund account.

DISCUSSION:

The program has proven successful for the surrounding law enforcement agencies. The Gautier Police Department will use the surcharge fund to assist the city in purchasing wireless radio communication devices, such as, E-tickets, portable radios and mobile radios.

RECOMMENDATION:

The Gautier Police Department recommends the City Council approve a (\$10.00) ten dollar surcharge on *traffic offenses*, which will be deposited into the special fund in the Department of Public Safety Office of Public Safety Planning.

ATTACHMENTS:

Mississippi Code Annotated 63-9-31

Miss. Code Ann. § 63-9-31

Miss. Code Ann. § 63-9-31

MISSISSIPPI CODE of 1972

*** This document is current through HB 1, 2016 1st Extraordinary Session ***

TITLE 63. MOTOR VEHICLES AND TRAFFIC REGULATIONS
CHAPTER 9. TRAFFIC VIOLATIONS PROCEDURE

Miss. Code Ann. § 63-9-31 (2016)

§ 63-9-31. Additional surcharge for traffic violations to fund automation of citations issued by Highway Safety Patrol and wireless radio communications programs.

(1) In addition to any other monetary penalties and other penalties imposed by law, any county, municipality or the Pearl River Valley Water Supply District Patrol which participates in a wireless radio communications program approved by the applicable governing authorities may assess an additional surcharge in an amount not to exceed Ten Dollars (\$ 10.00) on each person upon whom a court imposes a fine or other penalty for each violation of Title 63, Mississippi Code of 1972, except offenses relating to vehicular parking or registration. On all citations issued by Mississippi Highway Safety Patrol officers, a surcharge in the amount of Ten Dollars (\$ 10.00) shall be collected by the court and deposited as provided in subsection (2) of this section. The proceeds from the surcharge on citations issued by county and municipal law enforcement officers or the Pearl River Valley Water Supply District Patrol may be used by a county or municipality only to fund that county's or municipality's or the Pearl River Valley Water Supply District Patrol's participation in the wireless radio communications program by funding public safety wireless communications systems and related computer and communications equipment. The proceeds from the surcharge on citations issued by Mississippi Highway Safety Patrol officers shall be used as provided in subsection (2) of this section. All proceeds from the surcharge imposed by this subsection shall be deposited into a special fund in the Department of Public Safety's Office of Public Safety Planning. The Office of Public Safety Planning shall promulgate rules and procedures relating to the administration of the special fund and the disbursement of monies in the fund to participating governmental entities. The maximum amount that a governmental entity may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less one percent (1%) to be retained by the Office of Public Safety Planning to defray the costs of administering the special fund. Interest earned on the special fund shall remain in the fund and shall be used by the Office of Public Safety Planning to further defray the costs of administering the special fund.

(2) Deposits into the special fund resulting from citations issued by the Mississippi Highway Safety Patrol shall be utilized as follows: Fifty percent (50%) of the deposits into the special fund shall be used to automate the citations issued by Mississippi Highway Safety Patrol officers (including the transmittal of citations to the justice court, retrieval of the disposition from the justice court, and updating the driver's records) and fifty percent (50%) of the deposits into the special fund shall be used for the purpose of funding wireless communications and related computer equipment and computer software, subject to the approval of the Mississippi Department of Information Technology Services.

(3) Approval of a wireless radio communications program must be given by the applicable governing authorities when:

(a) The program includes the sharing of support facilities including, but not limited to, towers, shelters and microwave by participating entities; or

(b) The program includes the establishment of a mutual aid system using common radio frequency channels between participating entities; or

(c) The program sets forth a feasible methodology that utilizes the radio frequency spectrum in an efficient manner.

(4) Participating counties, municipalities, the Pearl River Valley Water Supply District Patrol and the Mississippi Highway Safety Patrol must provide notification of facilities available for interoperability to the Mississippi Department of Information Technology Services annually.

(5) Counties and municipalities and the Pearl River Valley Water Supply District Patrol participating in a wireless radio communications program and the Mississippi Highway Safety Patrol must comply with competitive bidding requirements prescribed in Section 31-7-13 and are encouraged to utilize an open architecture, nonproprietary system.

HISTORY: SOURCES: Laws, 2001, ch. 569, § 12; Laws, 2002, ch. 486, § 1; Laws, 2004, ch. 441, § 1; Laws, 2006, ch. 311, § 1; Laws, 2008, ch. 522, § 1, eff from and after July 1, 2008.

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

ORDER NUMBER 078-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept the lowest bid from Twin L Construction in the amount of \$48,250.00 for the Mississippi Department of Wildlife, Fisheries and Parks Recreational Trails Improvement Program for Shepard State Park.

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 Guillotte** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **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 April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: LaFrieda Ray, Cultural Services Director
Date: March 28, 2016
Subject: Authorization to enter into a contract with Twin L Construction in the amount of \$48,250.00 for the Mississippi Department of Wildlife, Fisheries and Parks Recreational Trails Improvement Program for Shepard State Park.

REQUEST:

City Council authorization is requested to accept the lowest bid from Twin L Construction and enter into a contract in the amount of \$48,250.00 for the Mississippi Department of Wildlife, Fisheries and Parks Recreational Trails Improvement Program for Shepard State Park.

BACKGROUND:

The U.S. Congress first authorized the Recreational Trails program in 1991. In the year 2013 and 2014, the Federal funds were reauthorized as a set-aside from the new Transportation Alternatives Program. The Recreational Trails Program (RTP) is an assistance program of the U.S. Department of Transportations' Federal Highway Administration (FHWA). The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses.

The City was awarded a \$99,840.00 grant, which requires a \$24,960.00 local match. The City has so far spent \$17,870.01 of the grant money and contributed \$9,459.36 toward in-kind services (volunteer labor) for the match. We have \$81,969.99 left of the grant. A material list has been provided in the amount of \$25,900.00.

RECOMMENDATION:

The Council may:

1. Enter into a contract with Twin L Construction for the amount of \$48,250.00 or
2. Not to enter into a contract with Twin L Construction for the amount of \$48,250.00.

ATTACHMENT(S):

Bid Tab

BID FORM

Proposal of Twin L Const. Inc. (hereinafter called BIDDER), organized and existing under the laws of the State of MS doing business as a corporation.

To the **CITY OF GAUTIER** (hereinafter called OWNER).

In compliance with your Advertisement for Bids. BIDDER hereby proposes to provide all labor, tools and equipment (not including materials) of **SHEPARD STATE PARK TRAIL IMPROVEMENTS – LABOR ONLY** in strict accordance with the bid package, within the time set forth therein, and at the price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to deliver materials under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER hereby understand that the bid item quantities are for BIDDING PURPOSES ONLY and may be adjusted up or down during construction to accurately reflect actual field conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

(1) 3-6-14

BID PROPOSAL

**PROJECT: SHEPARD STATE PARK TRAIL IMPROVEMENTS - LABOR ONLY
FOR THE CITY OF GAUTIER, MS**

BIDDER: Twin L Const. Inc.

Bidder agrees to provide the labor, tools and equipment to accomplish the work described in the specifications and shown on the plans for the following unit prices. The Owner will provide all materials for the project:

ALPHA TRAIL

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	2300	LF	Nature trail improvements	\$.85	\$ 1955.00
2	2	EA	Drainage improvements	1500.00	3000.00
3	1	EA	25' L x 14' W Concrete handicap parking space (Including striping & signage)	2900.00	2900.00
4	4	EA	Remove and replace wooden benches	350.00	1400.00
				ALPHA TRAIL SUBTOTAL \$	9255.00

BRAVO TRAIL

5	3300	LF	Nature trail improvements	\$.85	\$ 2805.00
6	3	EA	Drainage improvements	1500	4500.00
				BRAVO TRAIL SUBTOTAL \$	7305.00

CHARLIE TRAIL

7	3800	LF	Nature trail improvements	\$.85	\$ 3230.00
8	4	EA	Drainage improvements	1500.00	6000.00
9	100	LF	Crushed concrete fill with pavers	1500.00	1500.00
10	2	EA	Remove and replace picnic tables (Magnolia Point)	500.00	1000.00
11	400	SF	Clearing and grubbing (Magnolia Point)	3.00	1200.00
				CHARLIE TRAIL SUBTOTAL \$	12930.00

DELTA TRAIL

12	600	LF	Nature trail improvements	\$.85	\$ 510.00
13	1	EA	Drainage improvements	1500	1500.00
14	70	LF	Remove and replace elevated wooden boardwalk (8' W x 30" H)	75.00	5250.00
				DELTA TRAIL SUBTOTAL \$	7260.00

ECHO TRAIL

15	1	LS	Elevated bird observation platform (12' L x 12' W x 4' H)	\$ 4000	\$ 4000.00
				ECHO TRAIL SUBTOTAL \$	4000.00

FOXTROT TRAIL

16	100	LF	Remove and replace elevated wooden boardwalk (8' W x 30" H)	\$ 75.00	\$ 7500.00
				FOXTROT TRAIL SUBTOTAL \$	7500.00

TOTAL BID AMOUNT \$ 48,250.00

The above unit prices shall include all labor, equipment, tools, insurance, warranty, training, etc., to cover the finished work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract .

The bid security attached in the sum of ~~Hundred twelve~~ ^{Two Thousand Four} (\$ ~~1200~~ ^{2412.50}) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: Julia Jean

Title: President

Company: Twin L Construction, Inc.

8092 Firstway Rd

Pass Christian, MS 39571

(Business Address & Zip Code)

(Seal - if bid is by a corporation)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Twin L Construction, Inc.
8292 Firetower Rd.
Pass Christian, MS 39571

SURETY (Name, and Address of Principal Place of Business): Developers Surety and Indemnity Company
P.O. Box 19725
Irvine, CA 92623

OWNER (Name and Address): City of Gautier
3330 Hwy. 90
Gautier, MS 39553

BID

Bid Due Date: 3/11/2016

Description (Project Name— Include Location): SHEPARD STATE PARK TRAIL IMPROVEMENTS – LABOR ONLY

BOND

Bond Number: n/a

Date: 3/11/2016

Penal sum	<u>5% of Bid</u>	(five percent of bid amount)
	(Words)	(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Twin L Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Developers Surety and Indemnity Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Richard Lrdner
Print Name

Garrett Turner
Print Name

President
Title

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature

Secretary
Title

Meghann Turner, Bond Producer
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and

assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19726, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
Garrett Turner, Mary C. Turner, Meghann Turner, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this December 1, 2014.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On December 1, 2014 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of March, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

BID TABULATION

Comp Name: City of Gautier

Project Name: Shepard State Park Trails Improvements

Location: Graveline Rd

Bid Date:

11-Mar-15

BID QUANTITIES					Holliday Construction 534 Hwy 26 E Poplarville, Ms 39470		M&D Construction 4006 Kreole Ave. Moss Point, Ms 39563	
Ref #	Bid Item #	Item Description	Qty.	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID
		ALPHA TRAIL						
1	1.000	Nature trail Improvements	2300	LF	\$6.80	\$ 15,640.00	\$2.45	\$ 5,635.00
2	2.000	Drainage Improvements	2	EA	\$558.50	\$ 1,117.00	\$1,210.00	\$ 2,420.00
3	3.000	25" L X 14' w Concrete Handicap Parking Space	1	EA	\$891.00	\$ 891.00	\$3,930.00	\$ 3,930.00
4	4.000	Remove and Replace Wooden Benches	4	EA	\$160.47	\$ 641.88	\$983.00	\$ 3,932.00
		BRAVO TRAIL						
1	5.000	Nature trail Improvements	3300	LF	\$6.85	\$ 22,605.00	\$2.45	\$ 8,085.00
2	6.000	Drainage Improvements	3	EA	\$558.50	\$ 1,675.50	\$1,210.00	\$ 3,630.00
		CHARLIE TRAIL						
1	7.000	Nature trail Improvements	3800	LF	\$6.50	\$ 24,700.00	\$2.45	\$ 9,310.00
2	8.000	Drainage Improvements	4	EA	\$558.50	\$ 2,234.00	\$1,210.00	\$ 4,840.00
3	9.000	Crushed Concrete Fill with Pavers	100	LF	\$8.00	\$ 800.00	\$98.00	\$ 9,800.00
4	10.000	Remove and Replace Picnic Tables (Magnolia Point)	2	EA	\$203.85	\$ 407.70	\$1,000.00	\$ 2,000.00
5	11.000	Clearing and grubbing (Magnolia Point)	400	SF	\$0.40	\$ 160.00	\$2.00	\$ 800.00
		DELTA TRAIL						
1	12.000	Nature trail Improvements	600	LF	\$6.80	\$ 4,080.00	\$2.45	\$ 1,470.00
2	13.000	Drainage Improvements	1	EA	\$558.50	\$ 558.50	\$1,210.00	\$ 1,210.00
3	14.000	Remove and replace Elevated Wooden Boardwalk	70	LF	\$151.67	\$ 10,616.90	\$257.00	\$ 17,990.00
		ECHO TRAIL						
1	15.000	Elevated Bird Observation Platform	1	LS	\$5,995.20	\$ 5,995.20	\$12,045.00	\$ 12,045.00
1	16.000	FOXTROT TRAIL Remove and replace Boardwalk	100	LF	\$151.80	\$ 15,180.00	\$219.00	\$ 21,900.00
TOTAL BID AMOUNT						\$ 107,302.68		\$ 108,997.00

BID TABULATION

Comp Name: City of Gautier

Project Name: Shepard State Park Trails Improvements

Location: Graveline Rd

Bid Date: 11-Mar-15

Holliday Construction 534 Hwy 26 E Poplarville, Ms 39470		M&D Construction 4006 Kreole Ave. Moss Point, Ms 39563	
BID QUANTITIES			
UNIT AMOUNT	BID	UNIT AMOUNT	BID

Ref #	Bid Item #	Item Description	Qty.	UNIT
-------	------------	------------------	------	------

*Corrected Pricing

Coastal Painting P O Box 461 Gautier, MS 39553		Twin L Const., INC Firetower RD Pass Christian MS 39571		Southern States Construction, LLC P O Box 16162 Jackson MS 39236		David Rush Construction, LLC 18391 Runnymede Road Pass Christian, MS 39571		MOWA De 2700 Old Sp Gautier, M
UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT
\$1.10	\$ 2,530.00	\$0.85	\$ 1,955.00	\$2.50	\$ 5,750.00	\$3.00	\$ 6,900.00	\$1.94
\$2,450.00	\$ 4,900.00	\$1,500.00	\$ 3,000.00	\$800.00	\$ 1,600.00	\$523.00	\$ 1,046.00	\$1,184.78
\$3,500.00	\$ 3,500.00	\$350.00	\$ 2,900.00	\$3,150.00	\$ 3,150.00	\$7,500.00	\$ 7,500.00	\$2,153.95
\$210.00	\$ 840.00	\$1,500.00	\$ 1,400.00	\$350.00	\$ 1,400.00	\$411.00	\$ 1,644.00	\$296.61
\$1.10	\$ 3,630.00	\$0.85	\$ 2,805.00	\$2.50	\$ 8,250.00	\$3.00	\$ 9,900.00	\$1.84
\$2,450.00	\$ 7,350.00	\$1,500.00	\$ 4,500.00	\$800.00	\$ 2,400.00	\$523.00	\$ 1,569.00	\$1,059.12
\$1.10	\$ 4,180.00	\$0.85	\$ 3,230.00	\$2.50	\$ 9,500.00	\$3.00	\$ 11,400.00	\$1.81
\$2,450.00	\$ 9,800.00	\$1,500.00	\$ 6,000.00	\$800.00	\$ 3,200.00	\$523.00	\$ 2,092.00	\$996.29
\$45.00	\$ 4,500.00	\$15.00	\$ 1,500.00	\$55.00	\$ 5,500.00	\$38.00	\$ 3,800.00	\$32.34
\$420.00	\$ 840.00	\$500.00	\$ 1,000.00	\$600.00	\$ 1,200.00	\$523.00	\$ 1,046.00	\$593.22
\$2.00	\$ 800.00	\$3.00	\$ 1,200.00	\$3.00	\$ 1,200.00	\$3.00	\$ 1,200.00	\$3.89
\$1.10	\$ 660.00	\$0.85	\$ 510.00	\$2.50	\$ 1,500.00	\$3.00	\$ 1,800.00	\$2.87
\$2,450.00	\$ 2,450.00	\$1,500.00	\$ 1,500.00	\$800.00	\$ 800.00	\$523.00	\$ 523.00	\$1,561.75
\$100.00	\$ 7,000.00	\$75.00	\$ 5,250.00	\$125.71	\$ 8,799.70	\$112.00	\$ 7,840.00	\$101.08
\$3,000.00	\$ 3,000.00	\$4,000.00	\$ 4,000.00	\$3,800.00	\$ 3,800.00	\$3,000.00	\$ 3,000.00	\$3,162.27
\$100.00	\$ 10,000.00	\$75.00	\$ 7,500.00	\$95.00	\$ 9,500.00	\$112.00	\$ 11,200.00	\$97.85
	\$ 65,980.00		\$ 48,250.00		\$ 67,549.70		\$ 72,460.00	



Coastal Painting P O Box 461 Gautier, MS 39553		Twin L Const., INC Firetower RD Pass Christian MS 39571		Southern States Construction, LLC P O Box 16162 Jackson MS 39236		David Rush Construction, LLC 18391 Runnymede Road Pass Christian, MS 39571		MOWA De 2700 Old Sp Gautier, M
UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT

*Corrected Pricing

Development, LLC Spanish Trail MS 39553	ERS, INC 4526 Office Park Drvie, Suite 2 Jackson, MS 39206		Millennium Construction LLC 3254 Mallett Road, Ste C D'Iberville, MS 39540		Walker Construction LLC 344 Hwy 13 Wiggins MS 39577		Apple Construction Company P O Box 7503 Gulfport, MS 39506	
BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
\$ 4,462.00	\$4.50	\$ 10,350.00	\$3.71	\$ 8,533.00	\$4.00	\$ 9,200.00	\$2.49	\$ 5,727.00
\$ 2,369.56	\$3,000.00	\$ 6,000.00	\$1,268.55	\$ 2,537.10	\$2,500.00	\$ 5,000.00	\$740.00	\$ 1,480.00
\$ 2,153.95	\$3,000.00	\$ 3,000.00	\$1,520.77	\$ 1,520.77	\$3,000.00	\$ 3,000.00	\$3,175.00	\$ 3,175.00
\$ 1,186.44	\$200.00	\$ 800.00	\$356.08	\$ 1,424.32	\$100.00	\$ 400.00	\$350.00	\$ 1,400.00
\$ 6,072.00	\$4.50	\$ 14,850.00	\$3.71	\$ 12,243.00	\$4.00	\$ 13,200.00	\$2.49	\$ 8,217.00
\$ 3,177.36	\$3,000.00	\$ 9,000.00	\$1,268.55	\$ 3,805.65	\$2,500.00	\$ 7,500.00	\$740.00	\$ 2,220.00
\$ 6,878.00	\$4.50	\$ 17,100.00	\$3.71	\$ 14,098.00	\$4.00	\$ 15,200.00	\$2.49	\$ 9,462.00
\$ 3,985.16	\$3,000.00	\$ 12,000.00	\$1,268.55	\$ 5,074.20	\$2,500.00	\$ 10,000.00	\$740.00	\$ 2,960.00
\$ 3,234.00	\$30.00	\$ 3,000.00	\$37.09	\$ 3,709.00	\$40.00	\$ 4,000.00	\$19.23	\$ 1,923.00
\$ 1,186.44	\$95.00	\$ 190.00	\$534.12	\$ 1,068.24	\$200.00	\$ 400.00	\$550.00	\$ 1,100.00
\$ 1,556.00	\$6.00	\$ 2,400.00	\$2.23	\$ 892.00	\$6.00	\$ 2,400.00	\$2.50	\$ 1,000.00
\$ 1,722.00	\$4.50	\$ 2,700.00	\$3.71	\$ 2,226.00	\$4.00	\$ 2,400.00	\$2.49	\$ 1,494.00
\$ 1,561.75	\$2,000.00	\$ 2,000.00	\$1,216.62	\$ 1,216.62	\$2,500.00	\$ 2,500.00	\$740.00	\$ 740.00
\$ 7,075.60	\$20.00	\$ 1,400.00	\$53.41	\$ 3,738.70	\$80.00	\$ 5,600.00	\$51.00	\$ 3,570.00
\$ 3,162.27	\$1,500.00	\$ 1,500.00	\$593.47	\$ 593.47	\$2,600.00	\$ 2,600.00	\$2,815.00	\$ 2,815.00
\$ 9,785.00	\$20.00	\$ 2,000.00	\$59.35	\$ 5,935.00	\$80.00	\$ 8,000.00	\$48.00	\$ 4,800.00
\$ 59,567.53		\$ 88,290.00		\$ 68,615.07		\$ 91,400.00		\$ 52,083.00

Development, LLC Spanish Trail MS 39553	ERS, INC 4526 Office Park Drive, Suite 2 Jackson, MS 39206		Millennium Construction LLC 3254 Mallett Road, Ste C D'Iberville, MS 39540		Walker Construction LLC 344 Hwy 13 Wiggins MS 39577		Apple Construction Company P O Box 7503 Gulfport, MS 39506	
BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID

Floore Industrial Contractors, Inc 4401 -4 Wilson Springs Road Moss Point, MS 39562	
UNIT AMOUNT	BID
\$5.00	\$ 11,500.00
\$300.00	\$ 600.00
\$5,000.00	\$ 5,000.00
\$150.00	\$ 600.00
\$5.00	\$ 16,500.00
\$300.00	\$ 900.00
\$5.00	\$ 19,000.00
\$300.00	\$ 1,200.00
\$60.00	\$ 6,000.00
\$200.00	\$ 400.00
\$4.00	\$ 1,600.00
\$5.00	\$ 3,000.00
\$300.00	\$ 300.00
\$185.00	\$ 12,950.00
\$7,500.00	\$ 7,500.00
\$185.00	\$ 18,500.00
	\$ 105,550.00

**Floore Industrial Contractors, Inc
4401 -4 Wilson Springs Road
Moss Point, MS 39562**

UNIT AMOUNT

BID

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

**RESOLUTION NUMBER 009-2016
AUTHORIZING RESOLUTION**

COUNCIL MEMBER Vaughan moved the adoption of the following Resolution and Order:

A RESOLUTION OF THE CITY COUNCIL, THE GOVERNING BODY (“THE BOARD”) OF THE CITY OF GAUTIER, MISSISSIPPI (THE “LESSEE”), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT: FINDING THAT THE HANCOCK BANK, GULFPORT, MISSISSIPPI, (THE “LESSOR”) HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Board has determined that it is necessary to acquire certain items of Equipment (the “Equipment”) for use by the Lessee for purposes authorized by law and

WHEREAS, the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31-7-13 (e) MISS.CODE ANN. (1972), as amended, and

WHEREAS, the Board anticipates that it will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during calendar year 2016 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, (“the Code”).

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, the Hancock Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of **1.98%** per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The City Manager and City Clerk (hereinafter the “Authorized Officers”) are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a

“Governmental Lease Purchase Agreement”), either reference being the “Agreement”, and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee’s representatives (the “Authorized Officers”) executing the Agreement, such consent being evidenced by their signatures.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled “Exhibit D – Description of the Equipment”. Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment.

SECTION 4: The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

SECTION 5: The Lessee and the Board understand Section 8.03 of the Agreement (“Provisions Regarding Insurance”) and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

COUNCIL MEMBER Anderson seconded the motion and after a full discussion, the same was put to vote with the following results:

Mayor Gordon Gollott	Voted: <u>AYE</u>
Councilwoman at Large Mary Martin	Voted: <u>ABSENT</u>
Councilman Johnny Jones	Voted: <u>AYE</u>
Councilman Hurley Ray Guillotte	Voted: <u>AYE</u>
Councilman Casey Vaughan	Voted: <u>AYE</u>
Councilman Rusty Anderson	Voted: <u>AYE</u>
Councilman Adam Colledge	Voted: <u>AYE</u>

The motion, having received an affirmative vote, was carried and the resolution adopted, this the **April** day of **5th**, 2016.

By: _____

Mr. Gordon Gollott
Mayor

By: _____

Mr. Josh Danos
Interim City Manager

{Seal}

Attest: _____

Ms. Cindy Russell
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: March 28, 2016
Subject: HIDTA Vehicle Lease Agreement for Police Department

REQUEST:

City Council authorization is requested for the City to enter into a lease agreement in the amount of \$26,685.00 for a Ford F-150 Super Cab SSV Truck from Hancock Bank at an interest rate of 1.98%. This vehicle is on State Contract.

BACKGROUND

This vehicle will be a reimbursement package purchased under the High Intensity Drug Trafficking Areas (HIDTA), to provide assistance to Federal, State, Local and Tribal Law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States. The City of Gautier participates in the Gulf Coast HIDTA initiative.

As part of the HIDTA reimbursement package, the City of Gautier receives an allowance of \$25,200.00 to purchase a vehicle to be used exclusively by the officer assigned as the full time HIDTA agent. This allowance is paid quarterly at a rate of \$2,100.00 for 3 year period. This vehicle is subject to a mileage limitation and must be replaced when that mileage is exceeded. It is now time to replace the current HIDTA vehicle.

The initial expenditure will be offset by budgeted loan proceeds. The purchase was budgeted this way as a 3 year agreement. This was done to minimize impact on the general fund budget. Payments will begin in FY 2017.

RECOMMENDATION:

Based on the interest rate of 1.98% received from Hancock Bank City Staff recommends that City Council authorize to enter in a lease agreement in the amount of \$26, 685.00.

ATTACHMENT(S):

Interest rates from Hancock Bank and Merchant Marine Bank
State Contract Information Sheet

HANCOCK BANK

Lease Purchase Closing Memorandum

Transaction Profile

Date of Funding:	TBD
Government Name:	City of Gautier, Mississippi
Type of Governing Body:	Mayor and City Council
Amount, Rate & Term of Lease:	\$26,685.00 / 1.98% / 3 Annual Payments
Annual Payment Amount:	\$9,249.54
Equipment Description:	One (1) New Ford Truck

Schedule & Description of Closing Documents

Step # and Document Description:

1. **Authorizing Resolution** – *This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract.* The Resolution must be passed by the City Council and executed (signed) by the City Manager and City Clerk before any other document is executed. The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within.
2. **Governmental Lease Purchase Agreement** – *This document is the contract between the lessor and the lessee (City of Gautier) which is the basis of the transaction.* This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!). The original, signed copy needs to be sent back to Hancock Bank in the Federal Express envelope provided within.
3. **Attachments to the Lease Agreement** – *These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction.* These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement. The original, signed copies need to be sent back to Hancock Bank in the Federal Express envelope provided within.

Important Notes Regarding Attachments:

- IRS Form 8038G – Hancock Bank will file this form with the Internal Revenue Service, as required by law, on behalf of the City. Please have it signed by the appropriate official and return it to Hancock Bank along with the rest of the documents.
 - Purchase Orders and Invoices – Hancock Bank must have all Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor.
 - Evidence of Insurance – Hancock Bank must be shown as additional insured and loss payee on the equipment's insurance policy. Please provide an insurance certificate or some other form of evidence of insurance.
4. **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the City Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!). The original, signed copy needs to be sent back to Hancock Bank in the Federal Express Envelope provided within.

*****Please Note: There is no need to make copies of the documents. Hancock Bank will provide a package containing copies of all transaction documents soon after closing.**

AUTHORIZING RESOLUTION

COUNCIL MEMBER _____ moved the adoption of the following Resolution and Order:

A RESOLUTION OF THE CITY COUNCIL, THE GOVERNING BODY (“THE BOARD”) OF THE CITY OF GAUTIER, MISSISSIPPI (THE “LESSEE”), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT: FINDING THAT THE HANCOCK BANK, GULFPORT, MISSISSIPPI, (THE “LESSOR”) HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Board has determined that it is necessary to acquire certain items of Equipment (the “Equipment”) for use by the Lessee for purposes authorized by law and

WHEREAS, the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31-7-13 (e) MISS.CODE ANN. (1972), as amended, and

WHEREAS, the Board anticipates that it will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during calendar year 2016 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, (“the Code”).

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, the Hancock Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 1.98% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The City Manager and City Clerk (hereinafter the “Authorized Officers”) are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a “Governmental Lease Purchase Agreement”), either reference being the “Agreement”, and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee’s representatives (the “Authorized Officers”) executing the Agreement, such consent being evidenced by their signatures.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled “Exhibit D – Description of the Equipment”. Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Bank in such Equipment.

SECTION 4: The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

SECTION 5: The Lessee and the Board understand Section 8.03 of the Agreement (“Provisions Regarding Insurance”) and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

COUNCIL MEMBER _____ seconded the motion and after a full discussion, the same was put to vote with the following results:

_____	Voted: _____

The motion, having received an affirmative vote, was carried and the resolution adopted, this the _____ day of _____ 2016.

By: _____

Ms. Samantha Abell
City Manager

{Seal}

Attest: _____

Ms. Cindy Russell
City Clerk

Governmental Lease Purchase Agreement

Lessor: Hancock Bank
P.O. Box 4019
Gulfport, MS 39502

Lessee: City of Gautier, Mississippi
3330 Hwy 90
Gautier, MS 39553

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor"), and the CITY OF GAUTIER, MISSISSIPPI (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B". (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Bank, a corporation, acting as Lessor hereunder; (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01 Commencement of Lease Term

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year.

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year, unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be.

Section 4.02 Termination of Lease Term.

The Lease Term will terminate upon the earliest of any of the following events: (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6.06; (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Rental Payments

Section 6.01 Rental Payments to Constitute a Current Expenses of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

Section 6.03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04 Rental Payments to be Unconditional.

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided

under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to the provisions of Section 6.06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved.

Section 6.06 Non-appropriation.

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at Least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6.06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Title to the Equipment shall immediately vest in Lessor, and Lessee will reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 7.02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

ARTICLE VIII

Maintenance; modification taxes, exemption from federal taxation, insurance and other charges.

Section 8.01 Maintenance of Equipment by Lessee.

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the date of imposition of the change of tax treatment through the term of each Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment.

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

Section 8.03 Provisions Regarding Insurance.

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Bank as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance"), against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self-Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self-Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self-Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources, under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self-Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to, the election of Self-Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advance therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX

DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term; (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or

(B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

Section 9.02 Insufficiency of Net Proceeds.

Provided, the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01 Disclaimer of Warranties.

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

Section 10.02 Vendor's Warranties.

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Option to Purchase. At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate: (a) At the end of the Lease Term (including Renewal Terms), upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder; or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price; or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

ARTICLE XII

ASSIGNMENT; SUBLEASING; INDEMNIFICATION; MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor.

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials, or any civil or military authority; insurrections; riot, landslides; earthquakes; fire, storms; droughts; floods; or explosions.

Section 13.02 Remedies on Default.

Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any other amounts payable by Lessee hereunder, including, but not limited to, attorney's fees expenses and costs of repossession; (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof; (c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power and may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that: (a) It has the right to lease the same to Lessee. (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15.05 Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.06 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

LESSOR: HANCOCK BANK

LESSEE: CITY OF GAUTIER, MS

By: _____
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

By: _____
SAMANTHA ABELL
CITY MANAGER

As of _____, 2016

As of _____, 2016

ATTEST:

By: _____
MS. CINDY RUSSELL
CITY CLERK

{CITY SEAL}

As of _____, 2016

EXHIBIT "A"
RESOLUTION OF LESSEE

EXHIBIT "B"

{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned, **CITY OF GAUTIER, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, **2016** and issued said date hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to SEC. 31-7-13(e) MISS. CODE ANN. (1972) Law to finance the acquisition of certain equipment described therein.
2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
3. The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ **2016**.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated _____, 2016 entered into between Hancock Bank and the City of Gautier, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

EXHIBIT "E"
RENTAL PAYMENTS

Annual rentals on this agreement are \$9,249.54. The first rental due on this agreement will be due on the **TBD** day of **TBD 2016** and subsequent annual rentals will be due on the **6th** of each **year** thereafter. The lease term of this agreement is **3 annual** payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **CITY OF GAUTIER, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated _____, **2016** with HANCOCK BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this _____, **2016** and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: HANCOCK BANK

RE: Governmental Lease Purchase Agreement

Gentlemen:

Reference is made to that certain Governmental Lease Purchase Agreement, dated _____, 2016 ("Lease"), between Lessor and us, **CITY OF GAUTIER, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

Exhibit H
BILL OF SALE

For and in consideration of the purchase price of **\$26,685.00** paid by Hancock Bank, Gulfport, Mississippi (“Lessor”), to _____ (“Vendor/Lessee”), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the “Equipment”) now in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of _____, 2016 between Lessor and Lessee (the “Agreement”), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this _____ day of _____ 2016.

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **CITY OF GAUTIER, MS** (“Assignor”) does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi (“Assignee”) all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the “Purchase Orders”), including without limitation the right to take title to the equipment (the “Equipment”) described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of _____, 2016 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

EXECUTED this ____ day of _____ 2016.

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

Exhibit K
ASSIGNMENT OF INVOICES

For value received, the **CITY OF GAUTIER, MS** (“Assignor”) does hereby sell, assign and transfer to Hancock Bank, Gulfport, Mississippi (“Assignee”) all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the “Invoices”).

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of _____, **2016** by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of this ____ day of _____ **2016**.

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

**EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

We, the undersigned representatives of the **CITY OF GAUTIER, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, **2016** and issued said date hereby certify that:

1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986.
2. The Lease being issued by Lessee is in calendar year 2016.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2016 as qualified tax-exempt obligations.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2016 will not exceed \$10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ **2016**.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

EXHIBIT M
AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR

We, the undersigned officers of City of Gautier, Mississippi (“Lessee”), being the persons duly charged, with others, with responsibility for issuing the Lessee’s obligation in the form of that certain agreement entitled “Governmental Lease Purchase Agreement (the “Agreement”) dated as of _____ hereby agree to give to Hancock Bank (“Lessor”) the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Mississippi.

Upon receipt of the vehicle title from the Lessee, Hancock Bank will file a title application with the State of Mississippi in order that Hancock Bank may be shown as lien holder on the vehicle.

IN WITNESS WHEREOF, we have hereunto set our hands as of this _____ day of November, 2016.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

Addendum
to
City of Gautier \$26,685 Lease Purchase Agreement, Series 2016

The City of Gautier \$26,685 Lease Purchase Agreement, Series 2016 is hereby amended as follows:

“LESSOR” – means Whitney Bank, as of April 1, 2014 a State of Mississippi chartered bank doing business in Mississippi, Alabama & Florida under the trade name “Hancock Bank.”

“HANCOCK BANK” - All references to Hancock Bank in the Lease Purchase Agreement referred to herein, and in any supporting documentation thereto means Whitney Bank, doing business as Hancock Bank. Whitney Bank is the bank subsidiary of Hancock Holding Company.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

(To Be Dated On or After Date of Agreement)

March 28, 2016

Hancock Bank
Post Office Box 4019
Gulfport, Mississippi 39502

Re: Lease-Purchase of Equipment by the City of Gautier, Mississippi

Gentlemen:

Pursuant to your request, I hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (“Agreement”), dated _____, between the City of Gautier, Mississippi (“Lessee”) and Hancock Bank (“Lessor”).

I have acted as counsel to the Lessee and its Governing Board with respect to certain legal matters pertaining to the Agreement and to the transactions contemplated thereby. I am familiar with the Agreement and I have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee and other persons as I have considered necessary or proper as a basis for the opinions hereinafter stated.

Based upon such examination, I am of the opinion that:

1. Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound. The Agreement grants the Lessor a valid first priority security interest in the Equipment, upon the timely and proper filing of UCC-1 financing statements and title application evidencing the Lessor’s interest.
2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purpose.
4. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or other body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations or which

could have any effect whatsoever upon the validity, performance or enforcement of the terms of the Agreement.

5. With respect to the tax exempt status of the portion of rental payments under the agreement:
 - (a) The City of Gautier, Mississippi, is a body politic incorporated under the laws of the State of Mississippi;
 - (b) The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

This opinion letter is being furnished to Hancock Bank in connection with the above referenced transaction and the opinions expressed herein are for the sole benefit of Lessor and its successors or assigns, and may be relied upon only by Lessor and its successors or assigns. The foregoing opinions are qualified to the extent that the enforcement of the Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, heretofore or hereafter enacted.

Witness my signature, this the day of 2016.

Very truly yours,

By: _____

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ▶ <input type="checkbox"/>	
1 Issuer's name City of Gautier, MS		2 Issuer's employer identification number (EIN) 6 4 0 7 3 2 3 6 9	
3 Number and street (or P.O. box if mail is not delivered to street address) 3330 HWY 90		Room/suite	
4 City, town, or post office, state, and ZIP code Gautier, MS 39553		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ms. Cindy Russell - City Clerk		7 Telephone number of officer or legal representative 228-497-8000	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a \$26,685 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a \$26,685 00
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	Ms. Cindy Russell - City Clerk	Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ▶	Firm's EIN ▶	
	Firm's address ▶	Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Phone 228 • 782 • 3311
HWY 90 & LADNIER ROAD
GAUTIER, MS 39553



Fax 228 • 497 • 5087
P.O. BOX 188
GAUTIER, MS 39553 • 0188

March 2, 2016

To: City of Gautier

Re: Lease Purchase Rate Request / \$26,685.00

To Whom It May Concern:

Merchants & Marine Bank is offering a rate of 1.95% for a three year lease purchase with three annual payments and first payment due March 2017. This request will be to lease a Ford F-150 SuperCab SSV. The three annual payments will be approximately \$9,244.62 each.

We appreciate your business and if you have any questions or if I can be of any further assistance please contact me at 934-1259.

Sincerely,

A handwritten signature in cursive script that reads 'Sherrill Edwards'.

Sherrill Edwards
Assistant Vice President

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

ORDER NUMBER 079-2016

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

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

NAYS: **None**

ABSENT: **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 April 5, 2016.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED Account Number 001-100-514	161291	04/05/2016	03/11/2016			41.99	
		Description DOG FOOD		Invoice # 4983	Date 02/20/2016	P.O.	Amount	41.99
001	AIRGAS USA LLC Account Number 001-205-588	161292	04/05/2016	03/11/2016			190.21	
		Description CYLINDER RENTAL		Invoice # 9934618063	Date 02/29/2016	P.O.	Amount	190.21
001	CABLE ONE INC Account Number 001-100-699	161294	04/05/2016	03/14/2016			79.95	
		Description MAR 2016: #107718827		Invoice # 03012016	Date 03/08/2016	P.O.	Amount	79.95
001	CABLE ONE INC Account Number 001-100-699	161295	04/05/2016	03/14/2016			204.06	
		Description MAR 2016: #107718371		Invoice # 03012016	Date 03/08/2016	P.O.	Amount	204.06
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	161296	04/05/2016	03/14/2016			403.30	
		Description CITY FACILITIES		Invoice # 300609	Date 03/11/2016	P.O.	Amount	403.30
001	DPS CRIME LAB Account Number 001-100-699	161297	04/05/2016	03/15/2016			50.00	
		Description ANALYTICAL FEES		Invoice # 90043208	Date 03/01/2016	P.O.	Amount	50.00
001	DELTA SANITATION OF MS, LLC Account Number 001-170-698	161298	04/05/2016	03/15/2016			35.00	
		Description FRAZIER PORT O LET		Invoice # 0000703430	Date 02/29/2016	P.O.	Amount	35.00
001	BLOSSMAN GAS, INC. Account Number 001-161-630	161300	04/05/2016	03/16/2016			171.93	
		Description PROPANE: NORTH STN		Invoice # 207754	Date 02/11/2015	P.O.	Amount	171.93
001	AT&T Account Number 001-092-605	161303	04/05/2016	03/21/2016			70.52	
		Description MONTHLY SERVICE		Invoice # 2284977070	Date 03/14/2016	P.O.	Amount	70.52
001	AT&T Account Number 001-092-605	161304	04/05/2016	03/21/2016			121.30	
		Description MONTHLY SERVICE		Invoice # 2284972172	Date 03/14/2016	P.O.	Amount	121.30
001	AT&T Account Number 001-092-605	161307	04/05/2016	03/21/2016			3,277.58	
		Description MONTHLY SERVICE		Invoice # 2284978000	Date 03/14/2016	P.O.	Amount	3,277.58
001	C SPIRE WIRELESS Account Number 001-100-605	161332	04/05/2016	03/29/2016			687.11	
		Description POLICE CELLS		Invoice # 0032680896	Date 02/12/2016	P.O.	Amount	687.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANCEL MULTIMEDIA Account Number 001-092-698	161333	04/05/2016	03/29/2016			250.00	
		Description APR 2016		Invoice # 1074	Date 03/24/2016	P.O.	Amount	250.00
001	GLOBALSTAR Account Number 001-092-605	161334	04/05/2016	03/29/2016			58.66	
		Description MONTHLY SERVICE		Invoice # 0007201089	Date 03/16/2016	P.O.	Amount	58.66
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-698 001-092-698 001-092-698	161335	04/05/2016	03/29/2016			400.00	
		Description ACCTG SOFTWARE MAINT VOTER REG SOFTWARE MAINT PRIV LIC SOFTWARE MAINT		Invoice # MN115512 MN115512 MN115513	Date 03/15/2016 03/15/2016 03/15/2016	P.O.	Amount	280.00 20.00 100.00
001	CODY D DICKERSON Account Number 001-090-681	161338	04/05/2016	03/29/2016			99.36	
		Description REIMB PER DIEM EXP (4 DAYS)		Invoice # 03142016	Date 03/29/2016	P.O.	Amount	99.36
001	DIRECTV LLC Account Number 001-161-698 001-161-698	161339	04/05/2016	03/29/2016			254.60	
		Description WEST STN: 022727663 (APR) WEST STN: 022727663 (MAY)		Invoice # 2 8061520288 2 8061520288	Date 03/14/2016 03/14/2016	P.O.	Amount	127.30 127.30
001	PITNEY BOWES PURCHASE POWER Account Number 001-092-607	161340	04/05/2016	03/29/2016			621.00	
		Description POSTAGE MACHINE		Invoice # 20060869	Date 03/20/2016	P.O.	Amount	621.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC Account Number 001-100-699	161341	04/05/2016	03/29/2016			5.45	
		Description METER OVRAGE: 12/15-3/16		Invoice # AR273043	Date 03/29/2016	P.O.	Amount	5.45
001	RJ YOUNG Account Number 001-040-699	161342	04/05/2016	03/29/2016			187.50	
		Description SERVICE CALL: PRINTER		Invoice # INV1268812	Date 03/08/2016	P.O.	Amount	187.50
001	KEITH MILLER Account Number 001-010-602	161348	04/05/2016	03/29/2016			180.00	
		Description JUDGE PRO TEM 03/21/16		Invoice # 2 HOURS	Date 03/21/2016	P.O.	Amount	180.00
001	SAMANTHA ABELL Account Number 001-021-559	161354	04/05/2016	03/29/2016			64.50	
		Description LUNCHEON W/ DMR REPS		Invoice # 03222016	Date 03/22/2016	P.O.	Amount	64.50
001	GULF GRAPHICS Account Number 001-092-565	161356	04/05/2016	03/29/2016			750.00	
		Description CITY MATCH:HICKORY HILL SIGN		Invoice # 03292016	Date 03/29/2016	P.O.	Amount	750.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	161357	04/05/2016	03/30/2016			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FIREWALL MAINT: WEST FD		2698	03/29/2016			250.00
	001-100-699	SERVER BACKUP RENEWAL: PD		2702	03/30/2016			150.00
001	FUELMAN OF MS	161358	04/05/2016	03/30/2016			2,384.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP46919248	03/14/2016			2,050.72
	001-161-525	UNL & DSL FUEL		NP46919248	03/14/2016			270.03
	001-170-525	DSL FUEL		NP46919248	03/14/2016			30.10
	001-205-525	UNL FUEL		NP46919248	03/14/2016			34.06
001	FUELMAN OF MS	161360	04/05/2016	03/30/2016			2,146.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP46965188	03/21/2016			97.18
	001-100-525	UNL FUEL		NP46965188	03/21/2016			1,699.39
	001-161-525	UNL & DSL FUEL		NP46965188	03/21/2016			184.21
	001-170-525	UNL & DSL FUEL		NP46965188	03/21/2016			79.17
	001-205-525	UNL & DSL FUEL		NP46965188	03/21/2016			86.06
001	FUELMAN OF MS	161361	04/05/2016	03/30/2016			2,152.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP46998596	03/28/2016			32.22
	001-100-525	UNL FUEL		NP46998596	03/28/2016			1,737.43
	001-161-525	UNL & DSL FUEL		NP46998596	03/28/2016			313.54
	001-170-525	UNL FUEL		NP46998596	03/28/2016			32.26
	001-205-525	UNL FUEL		NP46998596	03/28/2016			37.29
001	SINGING RIVER E.P.A.	161363	04/05/2016	03/30/2016			715.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		03102016	03/22/2016			395.61
	001-161-631	MARTIN BLUFF FD 58380001		03122016	03/23/2016			175.51
	001-201-629	SIGNAL LIGHTS 17546		03122016	03/23/2016			40.04
	001-092-631	CITY LIMIT SIGN 17546		03122016	03/23/2016			28.62
	001-100-631	MBLUFF SUB STN 58521002		03122016	03/23/2016			75.47
001	SINGING RIVER E.P.A.	161364	04/05/2016	03/30/2016			8,202.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10554		03142016	03/24/2016			4,779.94
	001-201-629	SIGNAL LIGHTS 10554		03142016	03/24/2016			1,333.76
	001-092-631	CITY HALL 10554		03142016	03/24/2016			947.71
	001-170-631	FRAZIER PARK 10554		03142016	03/24/2016			50.29
	001-170-631	SENIOR BLDG 10554		03142016	03/24/2016			405.94
	001-161-631	CENTRAL FD 10554		03142016	03/24/2016			270.12
	001-170-631	CITY PARK 10554		03142016	03/24/2016			134.46
	001-092-631	PUBLIC WORKS 10554		03142016	03/24/2016			256.11
	001-092-631	HWY 90 SIGN 10554		03142016	03/24/2016			24.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	161365	04/05/2016	03/30/2016			997.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST	94987002	03142016	03/24/2016		23.50	
	001-201-633	DOLPHIN ST	94988002	03142016	03/24/2016		23.50	
	001-201-633	DOLPHIN ST	94989002	03142016	03/24/2016		216.52	
	001-201-633	DOLPHIN ST	94990002	03142016	03/24/2016		382.67	
	001-201-633	WM PAYNE	100244001	03142016	03/24/2016		148.42	
	001-201-633	WM PAYNE	100245001	03142016	03/24/2016		202.40	
001	SINGING RIVER E.P.A.	161366	04/05/2016	03/30/2016			1,959.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION	66298004	03142016	03/24/2016		1,036.64	
	001-201-629	SIGNAL LIGHT	89113001	03142016	03/24/2016		55.91	
	001-170-631	CITY PARK RESTRMS	89912001	03142016	03/24/2016		365.62	
	001-201-633	STREET LIGHTS	90345002	03142016	03/24/2016		362.42	
	001-092-631	RECORDS BLDG	90790001	03142016	03/24/2016		104.19	
	001-170-631	FRAZIER RESTRMS	98546001	03142016	03/24/2016		34.92	
001	SINGING RIVER E.P.A.	161367	04/05/2016	03/30/2016			1,514.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD	76008001	03162016	03/29/2016		222.30	
	001-170-631	BACOT PARK	10137	03162016	03/29/2016		1,148.51	
	001-201-629	SIGNAL LIGHTS	10138	03162016	03/29/2016		143.54	
001	ESTABROOK MOTOR CO INC	161373	04/05/2016	03/30/2016			251.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	REMOTE CON B CABLE:BLUE VAN	220663	03/08/2016	160569		80.92	
	001-170-638	REMOTE CON C CABLE:BLUE VAN	220663	03/08/2016	160569		81.84	
	001-170-638	REMOTE CON A CABLE:BLUE VAN	220663	03/08/2016	160569		88.33	
001	CAN'T MISS EMBROIDERY/CITY SPORTS CTR.	161374	04/05/2016	03/30/2016			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	EMBROIDERY: CITY LOGO (10)	17389	03/11/2016	160531		75.00	
	001-090-500	EMBROIDERY: DEPT, JOAN (5)	17389	03/11/2016	160531		22.50	
	001-090-500	EMBROIDERY: DEPT, RAMONA (5)	17389	03/11/2016	160531		22.50	
	001-090-500	DESIGN DIGITIZING	17389	03/11/2016	160531		40.00	
001	TEAM ONE COMMUNICATIONS, INC	161375	04/05/2016	03/30/2016			412.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	REPR PORTABLE RADIO: XTS2500	9080084701	03/16/2016	160556		412.00	
001	REYNOLDS WHOLESALE CO.	161376	04/05/2016	03/30/2016			313.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS/96 HS TISSUE	49903	03/09/2016	160577		38.50	
	001-170-559	CS VB JUMBO TISSUE	49903	03/09/2016	160577		29.50	
	001-170-559	CS JUMBO JR TISSUE	49903	03/09/2016	160577		25.50	
	001-170-559	CS/12 ROLL TOWELS 8"	49903	03/09/2016	160577		23.95	
	001-170-559	CS BROWN MF TOWELS	49903	03/09/2016	160577		19.95	
	001-170-559	CS/100 CAN LINER 38X58 (2)	49903	03/09/2016	160577		65.90	
	001-170-559	CS/100 CAN LINER 33X29	49903	03/09/2016	160577		21.95	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO.	161376	04/05/2016	03/30/2016			313.80	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	IGAL ODO BAN		49903	03/09/2016	160577		12.95
	001-170-559	CS/4 SPARTAN NABC CLNR 1GAL		49903	03/09/2016	160577		43.80
	001-170-559	CS/6 VB BLEACH 1GAL		49903	03/09/2016	160577		10.95
	001-170-559	BX/100 PF LATEX GLOVES		49903	03/09/2016	160577		20.85
001	ACTION PRINTING CENTER INC	161378	04/05/2016	03/30/2016			393.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	WINDOW ENVELOPES (2500)		87944	03/18/2016	160144		150.30
	001-040-500	REG ENVELOPES CITY LOGO (2500)		88572	03/18/2016	160574		150.30
	001-021-500	BUSINESS CARDS: VAUGHAN (500)		88608	03/18/2016	160576		92.50
001	MID SOUTH UNIFORM & SUPPLY, INC.	161379	04/05/2016	03/30/2016			1,079.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY SS SHIRTS: MATHIS (3)		543658	03/07/2016	160357		126.00
	001-100-535	NAVY LS SHIRTS: MATHIS (2)		543658	03/07/2016	160357		89.28
	001-100-535	NAVY PANTS BLUE STRIPE (6)		543658	03/07/2016	160357		249.00
	001-100-535	COACHES JACKET LINED (5)		543658	03/07/2016	160357		120.00
	001-100-535	NAVY PANTS GOLD STRIPE (2)		543658	03/07/2016	160357		83.00
	001-100-535	NAVY SS SHIRTS: WILSON (3)		543658	03/07/2016	160357		150.27
	001-100-535	NAVY LS SHIRTS: WILSON (2)		543658	03/07/2016	160357		111.10
	001-100-535	EMBROIDER FRONT (5)		543658	03/07/2016	160357		25.00
	001-100-535	EMBROIDER BACK (30)		543658	03/07/2016	160357		37.50
	001-100-535	SEW ON PATCHES (20)		543658	03/07/2016	160357		20.00
	001-100-535	NAVY BRAID (8)		543658	03/07/2016	160357		34.00
	001-100-535	LT BLUE BRAID (6)		543658	03/07/2016	160357		25.50
	001-100-535	BRAID OLD GOLD (2)		543658	03/07/2016	160357		8.50
001	MS FIRE ACADEMY	161380	04/05/2016	03/30/2016			1,175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FF 1001-1-11: DOSSETT, T		24076	03/21/2016	160228		1,175.00
001	GULF COAST BUSINESS SUPPLY CO.	161381	04/05/2016	03/30/2016			422.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	PAPER TOWELS MF CS/16 (3)		123982	03/21/2016	160607		50.37
	001-161-500	1" BINDER (3)		123982	03/21/2016	160607		8.97
	001-161-500	ENVELOPES 9X12 BX/100		123982	03/21/2016	160607		8.99
	001-161-500	MESSAGE STAMP		123982	03/21/2016	160607		17.99
	001-161-500	MAGNETIC WALL FILE (2)		123982	03/21/2016	160607		41.54
	001-161-500	ASST MAGNETS PK/30		123982	03/21/2016	160607		4.29
	001-161-500	PAPER CLIPS JUMBO PK/10		123982	03/21/2016	160607		4.99
	001-161-500	3X3 ADHESIVE NOTE PK/12		123982	03/21/2016	160607		2.89
	001-100-500	EXEC LEATHERPLUS CHAIR (2)		123858	03/24/2016	160600		281.98
001	SUNBELT FIRE INC	161383	04/05/2016	03/30/2016			416.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	ICM REPAIR: SCBA		109213	03/10/2016	160587		375.00
	001-161-639	LABOR		109213	03/10/2016	160587		22.50
	001-161-639	SHIPPING		109213	03/10/2016	160587		19.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED Account Number 001-170-577	161384	04/05/2016	03/30/2016			405.00	
		Description FIELD MARKER PALLET (60)		Invoice # 4989	Date 03/22/2016	P.O. 160570	Amount	405.00
001	SHERWIN-WILLIAMS Account Number 001-170-577	161385	04/05/2016	03/30/2016			57.00	
		Description SHERSTRIPE ATH WHITE (12)		Invoice # 1011-8	Date 03/15/2016	P.O. 160594	Amount	57.00
001	CUSTOM PRODUCTS CORPORATION Account Number 001-092-565 001-092-565 001-092-565 001-092-565 001-092-565 001-092-565 001-092-565	161386	04/05/2016	03/30/2016			1,110.07	
		Description HICKORY HILL METAL SIGN (3)		Invoice # 272805	Date 03/17/2016	P.O. 160558	Amount	521.10
		ARTWORK SETUP CHARGE		272805	03/17/2016	160558		75.00
		BORDER (3)		272805	03/17/2016	160558		67.11
		FREIGHT		272805	03/17/2016	160558		13.53
		POST ROUND STEEL 3" (3)		272973	03/22/2016	160612		202.29
		POST TOP FINIAL 3" (3)		272973	03/22/2016	160612		158.04
		FREIGHT		272973	03/22/2016	160612		73.00
001	COOPER FAMILY MED CENTER Account Number 001-100-604	161387	04/05/2016	03/30/2016			85.00	
		Description ACADEMY PHYSICAL: MATHIS		Invoice # 35601	Date 03/17/2016	P.O. 160543	Amount	85.00
001	ADVANCE AUTO PARTS Account Number 001-100-570 001-100-570	161388	04/05/2016	03/30/2016			885.45	
		Description 55 GAL OIL DRUM: CROWN VICS		Invoice # 1403001467	Date 02/20/2016	P.O. 160431	Amount	435.45
		55 GAL OIL DRUM: DODGE CHGS		1403001467	02/20/2016	160431		450.00
001	THE SUN HERALD Account Number 001-040-615	161390	04/05/2016	03/30/2016			134.34	
		Description BID AD: CITY PARK SPLASH PAD		Invoice # T572855111	Date 03/13/2016	P.O. 160586	Amount	134.34
001	ALLISTON'S SCREEN PRINTING Account Number 001-100-559 001-100-559 001-100-559	161392	04/05/2016	03/30/2016			128.55	
		Description NAVY GYM SHORT: MATHIS (3)		Invoice # 192	Date 03/14/2016	P.O. 160541	Amount	25.05
		CREW NECK TEE: MATHIS (6)		192	03/14/2016	160541		25.50
		SWEATSHIRT W/PANT: MATHIS (3)		192	03/14/2016	160541		78.00
001	SECURE NETWORKS LLC Account Number 001-170-500 001-170-500	161393	04/05/2016	03/30/2016			1,068.00	
		Description DELL OPTIPLEX 3020: HONEA		Invoice # 2680	Date 03/08/2016	P.O. 160528	Amount	818.00
		MS HOME/BUSINESS 2016: HONEA		2680	03/08/2016	160528		250.00
001	STAPLES BUSINESS ADVANTAGE DEPT Account Number 001-100-500 001-100-500 001-100-500 001-040-500 001-040-500 001-040-500	ATL 161395	04/05/2016	03/30/2016			698.75	
		Description TURCOTTE HIGH BACK CHAIR		Invoice # 3296005357	Date 03/12/2016	P.O. 160590	Amount	66.78
		SHEET PROTECTORS (2)		3296005357	03/12/2016	160590		15.18
		BROTHER TONER CARTRIDGE (2)		3296005357	03/12/2016	160590		115.84
		2/PK CALCULATOR SPOOL RIBBON		329600349	03/12/2016	160591		5.69
		CS COPY PAPER 8.5X11		329605343	03/12/2016	160591		169.95
		POST IT NOTES		329605343	03/12/2016	160591		10.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	161395	04/05/2016	03/30/2016			698.75	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	2/PK CALCULATOR SPOOL RIBBON	329605343	03/12/2016	160591	5.69		
	001-040-500	32GB USB FLASH DRIVE	3295216934	03/03/2016	160550	10.59		
	001-040-500	MONEY RECEIPT BOOK (3)	3295216934	03/03/2016	160550	59.67		
	001-161-500	HIGHLIGHTERS YELLOW 12/PK	3295216934	03/03/2016	160550	3.79		
	001-040-500	COPY STAMP	3295216935	03/03/2016	160550	12.82		
	001-040-500	MONTHLY APPOINTMENT BOOK	3295794459	03/10/2016	160575	28.83		
	001-040-500	RECEIPT BOOKS (3)	3295794458	03/10/2016	160575	17.97		
	001-040-500	SHARPIE ASSTD COLORS	3295794458	03/10/2016	160575	16.99		
	001-040-500	BLUE STAMP REFILL	3295794458	03/10/2016	160575	2.14		
	001-040-500	RED STAMP REFILL	3295794458	03/10/2016	160575	3.67		
	001-040-500	BLACK STAMP REFILL	3295794458	03/10/2016	160575	3.67		
	001-040-500	EXPANDING FILE	3295794458	03/10/2016	160575	13.09		
	001-040-500	UNIBALL PEN BLUE 12/PK	3295794458	03/10/2016	160575	6.01		
	001-040-500	UNIBALL PEN BLACK 12/PK	3295794458	03/10/2016	160575	5.42		
	001-040-500	LOGITECH WRLSS MOUSE: RUSSELL	3295794458	03/10/2016	160575	29.70		
	001-100-500	COSCO SELF INKING STAMP (2)	3296243416	03/15/2016	160550	42.72		
	001-022-596	2/PK LEATHERETTE FRAMES	3296005351	03/12/2016	160596	52.43		
001	CHANNING BETE COMPANY INC	161396	04/05/2016	03/30/2016			173.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	BLS INSTRUCTOR PACKAGE	53114827	03/15/2016	160598	110.00		
	001-161-681	HEARTSAVER INSTRUCTOR MANUAL	53114827	03/15/2016	160598	49.00		
	001-161-681	SHIPPING	53114827	03/15/2016	160598	14.31		
001	DIGITAL ALLY INC	161397	04/05/2016	03/30/2016			400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	FLAT HOLSTER W/BELT (6)	1084192	03/10/2016	160578	210.00		
	001-100-559	ASSEMBLY BELT CLIP (3)	1084192	03/10/2016	160578	30.00		
	001-100-559	LI-ION 3.7V BATTERY (5)	1084192	03/10/2016	160578	150.00		
	001-100-559	SHIPPING CHARGES	1084192	03/10/2016	160578	10.00		
001	REEVES CO. INC.	161401	04/05/2016	03/30/2016			28.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	UNIFORM SERVICE ATTACHMENT	314947	03/07/2016	160560	12.89		
	001-161-535	ENGRAVED NAME PIN	314947	03/07/2016	160560	10.82		
	001-161-535	SHIPPING	314947	03/07/2016	160560	4.97		
001	AT BATTERY COMPANY, INC	161402	04/05/2016	03/30/2016			26.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	SLA BATTERY W/F2 TERMINAL	1230861	03/09/2016	160582	20.00		
	001-161-638	SHIPPING	1230861	03/09/2016	160582	6.95		
001	ALLEN'S TIRE AND WHEEL	161404	04/05/2016	03/30/2016			65.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	TRAILER TIRE 205/75/15	03182016	03/18/2016	160603	65.00		
001	ANGELA BARNES	161406	04/05/2016	03/30/2016			150.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	OIC COMMUNICATIONS TRNG	04272016	03/18/2016	160564	150.00		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
001	PLAN HOUSE PRINTING AND GRAPHICS	161408	04/05/2016	03/30/2016			72.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-090-500	34"X500' 20# BOND PAPER (2)		26850	03/24/2016	160624		72.00	
001	AUDIOWAVE INC	161409	04/05/2016	03/30/2016			905.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-100-639	RMV/INSTALL:HEAT ALARM/K9 CAGE		A44739	02/01/2016	160181		900.00	
	001-100-639	SHOP SUPPLIES		A44739	02/01/2016			5.00	
001	STEINER SAW & MOWER	161410	04/05/2016	03/30/2016			379.46		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-161-639	STIHL WEEDEATER:SOUTH FD		079540	03/04/2016	160581		307.96	
	001-170-577	SOD CUTTER RENTAL:BUDDY DAVIS		1662	03/18/2016	160397		71.50	
FUND TOTAL	1 Claims	to	Checks	59 Total	40,071.90	Manual	Held	Total	40,071.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
020	BROWN MITCHELL & ALEXANDER INC Account Number 020-201-603	161343	04/05/2016	03/29/2016			7,877.00	
		Description PRE ENG I10/57 MASTER PLAN		Invoice # 21328	Date 03/16/2016	P.O.	Amount	7,877.00
020	BROWN MITCHELL & ALEXANDER INC Account Number 020-201-603	161349	04/05/2016	03/29/2016			5,500.00	
		Description BID ASSISTANCE		Invoice # 21332	Date 03/21/2016	P.O.	Amount	5,500.00
FUND TOTAL	20 Claims to	Checks	2 Total	13,377.00	Manual	Held	Total	13,377.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MOTOROLA INC	161411	04/05/2016	03/30/2016			10,528.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	APX1000 PORTABLE RADIOS (5)	41220389	03/15/2016	160527		9,475.00	
	157-100-799	RADIO PROGRAMMING (5)	41220389	03/15/2016	160527		195.00	
	157-100-799	SINGLE UNIT CHARGER (5)	41220389	03/15/2016	160527		267.75	
	157-100-799	REMOTE SPEAKER MIC JACK (5)	41220389	03/15/2016	160527		467.50	
	157-100-799	STUBBY ANTENNA (5)	41220389	03/15/2016	160527		123.25	
FUND TOTAL 157 Claims	to	Checks	1 Total	10,528.50 Manual	Held	Total	10,528.50	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-021-779	161344	04/05/2016	03/29/2016			1,346.40		
	Description CONCEPT PLAN/PRELIM ENG			Invoice # 21193	Date 12/16/2015	P.O.	Amount	1,346.40	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-021-779 171-021-779	161345	04/05/2016	03/29/2016			6,100.00		
	Description WETLAND PERMITTING:PROF FEES PRELIM ENGINEERING:PROF FEES			Invoice # 21325 21325	Date 03/15/2016 03/15/2016	P.O.	Amount	2,826.50 3,273.50	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-170-778	161346	04/05/2016	03/29/2016			1,529.35		
	Description CIVIL DESIGN SERVS			Invoice # 21323	Date 03/15/2016	P.O.	Amount	1,529.35	
171	BROWN MITCHELL & ALEXANDER INC Account Number 171-176-779 171-176-779 171-176-779 171-176-779	161347	04/05/2016	03/29/2016			15,462.25		
	Description TOPO SURVEY:SITE & STRUCTURE CIVIL SITE DESIGN STRUCTURAL DESIGN COORD STRUCTURE RELOCATION			Invoice # 21324 21324 21324 21324	Date 03/15/2016 03/15/2016 03/15/2016 03/15/2016	P.O.	Amount	5,600.00 6,941.75 1,285.00 1,635.50	
171	GULF GRAPHICS Account Number 171-176-779 171-021-779 171-021-779	161405	04/05/2016	03/30/2016			6,600.00		
	Description 28X72 MARQUEE SIGN:SHEPARD(2) 28X72 MARQUEE SIGN:G MARTIN(2) 4X6 SS SIGN:G MARTIN (2)			Invoice # 03232016 03232016 03232016	Date 03/21/2016 03/21/2016 03/21/2016	P.O. 160408 160408 160408	Amount	1,780.00 1,780.00 3,040.00	
FUND TOTAL	171 Claims	to	Checks	5 Total	31,038.00	Manual	Held	Total	31,038.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	161301	04/05/2016	03/16/2016			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE MAR 2016		2841	03/15/2016			36.50
	176-170-699	SHOPPING CART FEE MAR 2016		2841	03/15/2016			115.00
176	AT&T	161305	04/05/2016	03/21/2016			237.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MAR 2016 DSL		2284970676	03/14/2016			110.00
	176-170-605	MONTHLY SERVICE		2284970676	03/14/2016			127.35
176	AT&T	161306	04/05/2016	03/21/2016			219.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	03/14/2016			219.02
176	FUELMAN OF MS	161359	04/05/2016	03/30/2016			34.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP46919248	03/14/2016			34.73
176	FUELMAN OF MS	161362	04/05/2016	03/30/2016			42.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP46998596	03/28/2016			42.16
176	SINGING RIVER E.P.A.	161368	04/05/2016	03/30/2016			2,004.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	03162016	03/25/2016			1,709.80
	176-170-631	HOUSE	76855002	03162016	03/25/2016			294.80
176	REYNOLDS WHOLESALE CO.	161377	04/05/2016	03/30/2016			99.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	CS/12 8" BROWN TOWELS		50159	03/30/2016	160623		23.95
	176-170-559	CS GEN 202 JUMBO JR TISSUE		50159	03/30/2016	160623		25.50
	176-170-559	1GAL SPARTAN NABC CLEANER		50159	03/30/2016	160623		10.95
	176-170-559	1GAL VB HAND SOAP		50159	03/30/2016	160623		12.95
	176-170-559	CS VB PAPER TOWELS		50159	03/30/2016	160623		25.90
176	CENTRAL BUSINESS FORMS	161400	04/05/2016	03/30/2016			312.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	904 SELF REG ENVELOPES (1000)		18644	03/15/2016	160469		225.00
	176-170-500	CAMPING PASS HANGING (1000)		18644	03/15/2016	160469		64.00
	176-170-500	SHIPPING		18644	03/15/2016	160469		23.00
176	OS SAFE & LOCK SERVICE LLC	161407	04/05/2016	03/30/2016			29.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	7/8" STANDARD CAM LOCK		13368	03/22/2016	160613		14.95
	176-170-500	NEW INSTALL: METAL DRAWER		13368	03/22/2016			14.50
FUND TOTAL 176 Claims		to	Checks	9 Total	3,130.06 Manual	Held	Total	3,130.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	161293	04/05/2016	03/11/2016			297.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	WATER SAMPLE (7): BEMIS RD		1602543186	03/10/2016			245.00
	400-651-667	COLOR SAMPLE		1603242186	03/14/2016			52.00
400	CITY OF GAUTIER	161299	04/05/2016	03/15/2016			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		03092016	03/16/2016			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		03092016	03/16/2016			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		03092016	03/16/2016			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		03092016	03/16/2016			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		03092016	03/16/2016			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		03092016	03/16/2016			9,665.99
400	AT&T	161302	04/05/2016	03/17/2016			80.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	03/06/2015			80.09
400	AT&T	161308	04/05/2016	03/21/2016			84.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	03/14/2016			84.46
400	AT&T	161309	04/05/2016	03/21/2016			108.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	03/14/2016			108.46
400	MICRO METHODS INC	161310	04/05/2016	03/21/2016			156.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	COLOR SAMPLE		1603358186	03/21/2016			52.00
	400-651-667	COLOR SAMPLE		1603414186	03/28/2016			52.00
	400-651-667	TOTAL SUSPENDED SOLIDS		1603489186	03/30/2016			52.00
400	DELTA COMPUTER SYSTEMS INC	161336	04/05/2016	03/29/2016			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN115514	03/15/2016			300.00
	400-650-698	WORK ORDER SOFTWARE MAINT		MN115514	03/15/2016			60.00
400	CABLE ONE INC	161337	04/05/2016	03/29/2016			78.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAR 2016: #107663106		03162016	03/23/2016			78.77
400	2012 GUD BONDS DEBT SERVICE	161350	04/05/2016	03/29/2016			117,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	APR 2016 PRN PMT		04012016	03/31/2016			109,166.67
	400-680-817	APR 2016 INT PMT		04012016	03/31/2016			7,883.33
400	CITY OF GAUTIER	161351	04/05/2016	03/29/2016			109,730.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2016 GARBAGE PMTS		02292016	02/29/2016			109,730.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	161352	04/05/2016	03/29/2016			4,150.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2016 STATEMENTS		20786	03/10/2016			1,150.65
	400-650-698	FEB 2016 POSTAGE		1425201603	03/10/2016			3,000.00
400	BANCORPSOUTH EQUIPMENT FINANCE	161353	04/05/2016	03/29/2016			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	ENERGY SERVICES/WATER METERS		595548	03/14/2016			143,724.87
400	IRBY'S ANSWERING SERVICE	161355	04/05/2016	03/29/2016			361.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 3/23/16 - 4/20/16		277-032316	03/23/2016			361.85
400	SINGING RIVER E.P.A.	161369	04/05/2016	03/30/2016			2,475.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		03112016	03/22/2016			813.75
	400-651-631	LIFT STATIONS 28779		03112016	03/22/2016			86.20
	400-651-631	SCHOONER WELL 20688		03092016	03/18/2016			1,402.78
	400-651-631	LIFT STATIONS 20688		03092016	03/18/2016			172.89
400	SINGING RIVER E.P.A.	161370	04/05/2016	03/30/2016			3,248.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		03122016	03/23/2016			65.60
	400-651-631	LIFT STNS 89702001		03122016	03/23/2016			23.50
	400-651-631	LIFT STNS 17881		03122016	03/23/2016			2,002.35
	400-651-631	WATER WELLS 17881		03122016	03/23/2016			1,157.01
400	SINGING RIVER E.P.A.	161371	04/05/2016	03/30/2016			7,557.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17882		03142016	03/24/2016			2,403.25
	400-651-631	WATER WELLS 17882		03142016	03/24/2016			3,412.63
	400-651-631	CITY HALL SOUTH 17882		03142016	03/24/2016			1,566.19
	400-651-631	IONIZATION PLANT 99216002		03142016	03/24/2016			175.22
400	SINGING RIVER E.P.A.	161372	04/05/2016	03/30/2016			3,096.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		03162016	03/29/2016			212.43
	400-651-631	LIFT STNS 17884		03162016	03/29/2016			1,520.31
	400-651-631	LIFT STNS 17883		03162016	03/29/2016			1,363.34
400	GULF COAST BUSINESS SUPPLY CO.	161382	04/05/2016	03/30/2016			629.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	CARTON CONT PAPER 8.5X11 (3)		123656	03/16/2016	160599		283.77
	400-651-559	CHAIR MAT		123656	03/16/2016	160599		29.99
	400-651-559	COUNTERFEIT PENS 12/PK		123656	03/16/2016	160599		36.89
	400-651-559	INK TONER (3)		123656.1	03/22/2016	160599		279.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C & M ELECTRIC MOTOR SERVICE, INC.	161389	04/05/2016	03/30/2016			1,489.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	15HP SUB MOTOR: LS #26		11770	03/15/2016	160606		1,489.60
400	SOUTHERN WATERWORKS SUPPLY, INC	161391	04/05/2016	03/30/2016			1,051.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	12" MJ 90 (3)		63942	03/25/2016	160620		452.40
	400-651-581	12" MEGALUG PVC (6)		63942	03/25/2016	160620		473.63
	400-651-581	12" MJ GASKET & BOLT KIT (6)		63942	03/25/2016	160620		125.93
400	SECURE NETWORKS LLC	161394	04/05/2016	03/30/2016			3,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	DELL OPTIPLEX 3020 SFF (3)		2682	03/10/2016	160539		2,325.00
	400-651-500	MS HOME/BUSINESS 2016 (3)		2682	03/10/2016	160539		750.00
	400-651-500	SHIPPING		2682	03/10/2016	160539		25.00
400	WESCO DISTRIBUTION, INC	161398	04/05/2016	03/30/2016			342.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	260 MINI CIRCUIT (3)		654658	03/07/2016	160532		171.30
	400-651-584	240 MINI CIRCUIT (3):LIFT STN		654658	03/07/2016	160532		171.30
400	VELLANO BROS INC	161399	04/05/2016	03/30/2016			1,450.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	HAND PUMP (2)		S206515001	03/04/2016	160572		57.60
	400-651-581	RUBBER METER WASHER (100)		S206515001	03/04/2016	160572		9.00
	400-651-581	T-BOLT & NUT (30)		S206495601	03/04/2016	160533		55.80
	400-651-581	RAIN/SHINE PVC CEMENT (24)		S206495601	03/04/2016	160533		357.36
	400-651-581	PRIMER CLEANER (24)		S206495601	03/04/2016	160533		249.36
	400-651-581	RUBBER METER WASHER (100)		S206495601	03/04/2016	160533		9.00
	400-651-581	BACKFLOW METER (25)		S206495601	03/04/2016	160533		712.50
400	MCNEIL RHODAS LLC	161403	04/05/2016	03/30/2016			3,585.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	METER 3" HB MAG: HIGH SCHOOL		154	03/29/2016	160520		3,585.00
400	J H WRIGHT & ASSOCIATES, INC.	161412	04/05/2016	03/30/2016			1,801.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	KEEN 2HP GRINDER PUMP		390616	03/08/2016	160573		800.00
	400-651-584	CAPACITOR KIT:SANTA MARIA LS		390616	03/08/2016	160573		50.00
	400-651-584	SQUARE D 1 STARTER MOTOR (3)		390711	03/14/2016	160519		951.00
FUND TOTAL 400 Claims	to	Checks	25 Total	449,437.60 Manual		Held	Total	449,437.60

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	59 Total	40,071.90 Manual	Held	Total	40,071.90
FUND 20 Claims	to	Checks	2 Total	13,377.00 Manual	Held	Total	13,377.00
FUND 157 Claims	to	Checks	1 Total	10,528.50 Manual	Held	Total	10,528.50
FUND 171 Claims	to	Checks	5 Total	31,038.00 Manual	Held	Total	31,038.00
FUND 176 Claims	to	Checks	9 Total	3,130.06 Manual	Held	Total	3,130.06
FUND 400 Claims	to	Checks	25 Total	449,437.60 Manual	Held	Total	449,437.60
Total for all Funds		Checks	101 Total	547,583.06 Manual	Held	Total	547,583.06

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

ORDER NUMBER 080-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, 3, 4 & 6 are hereby approved.

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

Motion was made by **Councilman Vaughan** 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: **None**

ABSENT: **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 April 5, 2016.

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

ORDER NUMBER 081-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of a donated baseball scoreboard from the Pascagoula-Gautier School District is hereby authorized.

IT IS FURTHER ORDERED that the donation from the Pascagoula-Gautier School District 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 made by **Councilman Vaughan**, 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: **None**

ABSENT: **Mary Martin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2016.

Mayor
Gordon F. Gollott

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia L. Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028

Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

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



March 16, 2016

Pascagoula-Gautier School District
Mr. Wayne Rodolfich, Superintendent
1716 Tucker Ave.
Pascagoula, MS 39568

Dear Mr. Rodolfich,

The City of Gautier respectfully requests the Pascagoula-Gautier School District donate Gautier High School's old baseball scoreboard to the City of Gautier. We appreciate the continued partnership to provide competitive play for our youth.

Thank you for your support. If you have any questions or need more information, please feel free to contact me at 228-497-8000 ext. 306

Sincerely,


Gordon Gollott
Mayor

CC: Greg Freeman, Athletic Director

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

ORDER NUMBER 082-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of Pet Insurance for K9 Caesar with Nationwide Insurance Company to include a Major Medical Plan and a Wellness Plan at an annual cost of \$498.15 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 **Councilman Colledge** and the following vote was recorded:

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

NAYS: **None**

ABSENT: **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 April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Jason Pugh, Human Resources Director
Date: March 24, 2016
Subject: Pet Insurance Renewal for K9 Caesar

REQUEST:

Renewal of Pet Insurance for K9 Caesar to include a Major Medical Plan and a Wellness Plan at an annual cost of \$498.15

BACKGROUND:

K9 Caesar is one of two K9's owned by the City of Gautier. Caesar incurs routine costs for wellness visits and the nature of his job duties increases his risk of serious injury. Pet insurance may help the city recoup costs associated with maintaining a healthy police K9.

FINANCIAL IMPACT:

Annual cost of \$498.15.

RECOMMENDATION:

Staff recommends the renewal of the policy for pet insurance for K9 Caesar through Nationwide/VPI Pet Insurance for one year at a cost of \$498.15

ATTACHMENT(S):

Cover Letter from Nationwide/VPI
Renewal Notice from Nationwide/VPI



Nationwide®
is on your side

For general correspondence:

PO Box 2344 • Brea, CA 92822-2344

888-341-0789 • FAX 714-989-0537

Direct inquiries to DVM Insurance Agency

Underwritten by: Veterinary Pet Insurance Company (CA) • National Casualty Company (all other states)

March 16, 2016

Action Required to Continue Your Coverage
It's Time to Renew Your
Pet Insurance Policy.



00119 01/04 1054 C-02 I-3

Gautier Police Department

3330 Highway 90

C/O Jason Pugh

Gautier MS 39553-5124



Dear Gautier Police Department:

Thank you for protecting Caesar with Nationwide. **Your policy # C-1556899, will expire on 05/20/2016.** Plan details for your next policy term are listed below. You must contact us before 05/10/2016 to renew your policy.

My Plan Details
Major Medical Plan
covers accidents, illnesses & hereditary conditions
<ul style="list-style-type: none"> ▪ Highest level of benefits ▪ Hereditary coverage ▪ Chronic condition coverage ▪ Freedom to use any vet, anywhere ▪ Benefits renew in full annually
Deductible: \$100.00 per year

+

My Coverage Add-on
Pet Wellness Basic
Covers wellness services only
<ul style="list-style-type: none"> ▪ Physical Exams ▪ Vaccinations ▪ Flea/heartworm preventive ▪ Testing ▪ Maximum annual benefits of \$400
Deductible: None

Payment Options

Continue to pay your premium in full or choose our convenient monthly payment plan. Please note monthly payment plans are subject to a monthly \$2 installment fee.

To make changes to your coverage, call 888-341-0789 Monday-Friday from 5:00 a.m. to 7:00 p.m. or Saturday from 7:00 a.m. to 3:30 p.m. (Pacific). All plan changes are subject to medical review.

To renew your current plan, call 888-341-0789 or mail your payment. You may also renew through your Nationwide Pet Account Access page at my.petinsurance.com.

Thank you for protecting Caesar with Nationwide.

Best regards,



Scott Liles
Chief Pet Insurance Officer
Nationwide

Retain For Your Records

Date of Notice:	03/16/2016	Policy No.:	C-1556899
Owner Name:	Gautier Police Department	Renewal No.:	1
Mailing Address:	3330 Highway 90	Insured No.:	1569710
City/ST/Zip Code:	Gautier, MS 39553-5124	Term:	Annual
Email:	JPUGH@GAUTIER-MS.GOV	Pay by This Date:	05/10/2016
Telephone:	(228) 497-8000	Renewal Effective Date:	05/20/2016
Pet Name:	Caesar		12:01 AM
Age at Renewal:	2		
Gender:	M	Species:	CANINE
Breed:	Belgian Malinois	Color:	Brown
Plan Type:	VPI MAJOR MEDICAL PLAN		
Premium:	\$330.15		
Discount(s) Applied:			
5% Group Discount:	\$17.38		
Pet Wellness Basic Rider:	\$168.00		
TOTAL ANNUAL PAYMENT:	\$498.15		

Did your premium increase?

Nationwide premiums are based on the age of the pet, species, plan type and state of residency. Your premium may have increased if you moved to another state or if your pet's age falls within a different premium bracket.

We never increase your premium due to the number of claims you have submitted.



Nationwide®
is on your side

Renewal Notice

Date of Notice: 03/16/2016
Owner Name: Gautier Police Department
Mailing Address: 3330 Highway 90
City/ST/Zip Code: Gautier, MS 39553-5124
Email: JPUGH@GAUTIER-MS.GOV
Telephone: (228) 497-8000
Pet Name: Caesar
Age at Renewal: 2
Gender: M
Breed: Belgian Malinois
Plan Type: VPI MAJOR MEDICAL PLAN
Premium: \$330.15
Discount(s) Applied:
 5% Group Discount: \$17.38
Pet Wellness Basic Rider: \$168.00
TOTAL ANNUAL PAYMENT: **\$498.15**

Policy No.: C-1556899
Renewal No.: 1
Insured No.: 1569710
Term: Annual
Pay by This Date: 05/10/2016
Renewal Effective Date: 05/20/2016
 12:01 AM

Species: CANINE
Color: Brown

VPI MAJOR MEDICAL PLAN

\$330.15

\$17.38

\$168.00

\$498.15

Did your premium increase?

Nationwide premiums are based on the age of the pet, species, plan type and state of residency. Your premium may have increased if you moved to another state or if your pet's age falls within a different premium bracket.

We never increase your premium due to the number of claims you have submitted.

Payment Options to Renew Your Policy

Online

Log on or create an account on your Nationwide Pet Account Access page at my.petinsurance.com. Click on the "Renew Today" link found within your pet's account overview.

Phone

Licensed insurance agents can be reached at 888-341-0789, Monday through Friday from 5:00 a.m to 7:00 p.m., and Saturday from 7:00 a.m. to 3:30 p.m. (Pacific Time)

Mail (Pay-in-full only)

For your convenience, an envelope has been provided to mail your check. Write your policy number on the check and send this form along with your check to:

Nationwide, File 50940, Los Angeles, CA 90074-0940

VS-65(2-05) (REV. 04/15) PAYRENF0RM_15
 Insurance plans are offered and administered by Veterinary Pet Insurance Company in California and DVM Insurance Agency in all other states. Underwritten by Veterinary Pet Insurance Company (CA), Brea, CA, an A.M. Best A rated company (2012); National Casualty Company (all other states), Madison, WI, an A.M. Best A+ rated company (2012). ©2013 Veterinary Pet Insurance Company. Veterinary Pet Insurance, VPI, and the VPI logo are service marks of Veterinary Pet Insurance Company. Nationwide Insurance is a service mark of Nationwide Mutual Insurance Company.
 15RET3179



C-1556899
Gautier Police Department
3330 Highway 90
Gautier, MS 39553-5124
Caesar
(228) 497-8000
JPUGH@GAUTIER-MS.GOV

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

ORDER NUMBER 083-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Attorney is hereby authorized to proceed with title and closing for donated property from Betty Scheffler, Davy W. Scheffler, Davy W. Scheffler, Gary D. Scheffler and Robert H. Oswald on Bayou Oaks Road Section 26, Township 7 South, Range 7 West, on Bayou Oaks Road in Jackson County

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

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

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

NAYS: **None**

ABSENT: **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 April 5, 2016.

OSWALD AND REED

3106 Canty Street - Markland Building
Post Office Box 1428
Pascagoula, Mississippi 39568-1428
Telephone (228) 769-1027
Fax (228) 769-9019

WILLIAM T. REED
oswald_reedatty@bellsouth.net

October 20, 2015

Of Counsel:
ROBERT H. OSWALD

*Samantha Abell, City Manager
City Hall
P. O. Box 670
Gautier, MS 39553*

Dear Ms. Abell:

In 2011 Betty, Gary, Davy Scheffler and I signed a deed to the city of Gautier after I had an earlier conversation at Gautier city hall with the then city manager. I had previously shown him a plat of property in Gautier which included a lot owned by the city located on the north side of Bayou Oaks Road (shown in blue on the enclosed plat). The Schefflers and I owned some of the adjacent property shown in orange on the enclosed plat which we offered to give by quit claim deed to the city. An unexecuted copy of that deed is also enclosed. The city manager stated he would have the deed recorded. Some time later, a new city manager was employed by the city.

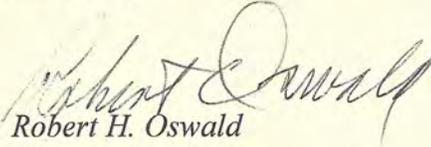
I paid the taxes for 2011 on said property and received a tax statement again in 2012. On checking, I learned the city had not recorded the deed. I have paid the taxes each year. I contacted the then city manager who said she would check into it. Thereafter, her office notified me by phone that the city would not accept the deed without a current survey and other requirements. The other owners and I are not agreeable to hiring and paying a surveyor for us to make a gift.

The deed has not been recorded by the city as of this date.

The purpose of this letter is to request that the city return to me the unrecorded deed that I may destroy it.

Your assistance will be appreciated.

Sincerely,


Robert H. Oswald
31 Sauvolle Court
Ocean Springs, MS 39564
(228) 818-8366

*RHO/jm
Enclosures*



NW corner of S 1/2 of NE 1/4 of NW 1/4 of SE 1/4 of Sec 26, T75, R17W

167

CHURCH

BAYOU

OAKS

SCARLET RD

GLENHEATH DR

DR

RD

DR

RD

1
6.00 AC

10
1.40 AC

31

30

3

2

27

15

14

13

11

7

9

8

139

138

141

142

144

145

146

147

148

149

137

137.1

136

135

134

132

131

130

166

164
1.10 AC

163

162

161

160

168

71

165

158.1

159

158

157

154

153

150

152

151

109

110

118

111

112

113

114

115

116

117

120

122

123

124

125

126

108
4.90 AC

138

7

1

7

1

1

1

1

1

(22)

(15)

This Instrument Prepared by:
William T. Reed
P. O. Box 1428
Pascagoula, MS 39568-1428
Phone: (228) 769-1027

Return to:
William T. Reed
P. O. Box 1428
Pascagoula, MS 39568-1428
Phone: (228) 769-1027

QUIT CLAIM DEED

GRANTOR'S NAME, ADDRESS,
and PHONE NUMBER:

Betty Scheffler
9274 Mars Drive
Mechanicsville, VA 23116
Phone: (228)238-1829

Davy W. Scheffler
9274 Mars Drive
Mechanicsville, VA 23116
Phone: (228)238-1829

Gary D. Scheffler
1944 Youngston Road
Jarrettsville, MD 21084-1229
Phone: (410)692-2834

Robert H. Oswald
31 Sauvolle Court
Ocean Springs, MS 39564
Phone: (228)818-8366

STATE OF MISSISSIPPI

COUNTY OF JACKSON

GRANTEE'S NAME, ADDRESS,
and PHONE NUMBER:

City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000

INDEXING INSTRUCTIONS: Section 26,
Township 7 South, Range 7 West,
Jackson County, Mississippi

FOR AND IN CONSIDERATION of the sum of ONE NO/100 DOLLAR (\$1.00), cash in hand paid, we, BETTY SCHEFFLER, DAVY W. SCHEFFLER, GARY D. SCHEFFLER and ROBERT H. OSWALD, do hereby quit-claim unto the CITY OF GAUTIER, MISSISSIPPI the following described land situated in Section 26, Township 7 South, Range 7 West, Jackson County, Mississippi, to-wit:

Commencing at the Northwest corner of the South half of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 26, Township 7 South, Range 7 West, Jackson County, Mississippi and run thence East along an old fence line and being the North line of Killingsworth and the Pentecostal Church 278 feet to the Northeast corner of the Pentecostal Church lot; thence run South along the East line of the Pentecostal Church lot 150 feet and to the point of beginning; thence run South 50 feet and to the Northeast corner of property formerly of Kimberly Foster; thence run West 228 feet along the Foster north line and the North line of the City of Gautier property and to the Northwest corner of the City of Gautier lot; thence run South 1 degree 40 minutes East 324 feet and to the northerly margin of Bayou Oaks Road; thence run along the Northerly margin of Bayou Oaks Road South 56 degrees 26 minutes West a distance of 84 feet, more or less, and to the Southeast corner of property now or formerly of Yelverton; thence run Northerly along the East margin of formerly Yelverton property 173 feet; thence run Easterly a distance of 6 feet, more or less, and to a point that is due South of the point of commencement (Northwest corner of South half of Northeast quarter of Northwest quarter of Southeast quarter); thence run North 232 feet, more or less, thence run East along the South lines of Killingsworth and the Pentecostal Church 278 feet and back to the point

of beginning.

Betty Scheffler, Davy W. Scheffler, and Gary D. Scheffler are the sole heirs at law of William D. Scheffler (W. D. Scheffler), deceased. Grantors reserve all oil, gas and mineral interests.

WITNESS my signature, this the ____ day of _____, 2012.

BETTY SCHEFFLER

WITNESS my signature, this the ____ day of _____, 2012.

DAVY W. SCHEFFLER

WITNESS my signature, this the ____ day of _____, 2012.

GARY D. SCHEFFLER

WITNESS my signature, this the ____ day of _____, 2012.

ROBERT H. OSWALD

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, BETTY SCHEFFLER, who acknowledged to me that she signed, executed and delivered the above and foregoing QUIT-CLAIM DEED on the day and year mentioned therein as her own free act and deed and for the purposes stated therein.

GIVEN under my hand and official Seal of Office on this the _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires:

(S E A L)

* * * * *

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, DAVY W. SCHEFFLER, who acknowledged to me that he signed, executed and delivered the above and foregoing QUIT-CLAIM DEED on the day and year mentioned therein as his own free act and deed and for the purposes stated therein.

GIVEN under my hand and official Seal of Office on this the _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires:

(S E A L)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, GARY D. SCHEFFLER, who acknowledged to me that he signed, executed and delivered the above and foregoing QUIT-CLAIM DEED on the day and year mentioned therein as his own free act and deed and for the purposes stated therein.

GIVEN under my hand and official Seal of Office on this the _____ day of _____, 2012.

NOTARY PUBLIC

My Commission Expires:

(S E A L)

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, ROBERT H. OSWALD, who acknowledged to me that he signed, executed and delivered the above and foregoing QUIT-CLAIM DEED on the day and year mentioned therein as his own free act and deed and for the purposes stated therein.

GIVEN under my hand and official Seal of Office on this the _____ day of _____, 2012.

My Commission Expires:

NOTARY PUBLIC

(S E A L)

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

ORDER NUMBER 084-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that nine (9) Motorola Radios, two (2) X26 Tasers, one (1) Kodak camera and one (1) CMI portable Intoxilyzer is hereby declared surplus and authorized to be removed from Police Department inventory.

IT IS FURTHER ORDERED that the inventory is of no value to 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 **Councilman Vaughan** 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: **None**

ABSENT: **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 April 5, 2016.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Danny Selover, Police Captain
Through: Cindy Russell, City Clerk
Date: March 18, 2016
Subject: Surplus Inventory

REQUEST:

City Council authorization is requested for the City to remove nine (9) Motorola Radios, two (2) X26 Tasers, one (1) Kodak camera and one (1) CMI portable Intoxilyzer from the Police Departments Inventory.

BACKGROUND:

These items need to be considered surplus. They no longer work.

DISCUSSION:

It would not be feasible to repair the Motorola radios, since the radios will be inoperable in 2017 when our radio system has to go digital. The X26 Tasers were sent back to Taser and were declared non repairable. The Kodak camera and the CMI portable intoxilyzer are old and simply broken.

RECOMMENDATION:

I, Captain Danny Selover recommend the City Council authorize the removal of these items from the Police Department Inventory and declare them surplus.

ATTACHMENTS:

Photograph of property.

List of property including serial number and City of Gautier Inventory Control Number

Letter to Team One requesting to deactivate the Motorola radios.

Model	serial		radio ID	city ICN	
Motorola Portable Radios					
MTX 8250	921TCQ3788		705049	1621	
MTX 8250	921TGJ5414		705105	1016	
MTX 8250	921THE0806		705215	1019	
MTX 8250	921TGE3404		705051	1017	
MTX 8250	921TCQ3784		705122	1014	
GTX	866FAJ1215		?	1029	
GTX	866SWV9728		?	1018	
Motorola Mobile Radio					
MaxTrac 888	438TWC1173		?	o1462	
MCS2000	722ABC1343		?	1245	
Misc Equipment					
Taser X26	XOO-388793			1560	
Taser X26	X00-388911			1559	
Kodak camera	KCGHR74738168			1532	
Cmi intoxilyzer	99173			1628	

Gautier Police Department

Captain Danny Selover

To: Paul Manuel
Team One Communications

From: Danny Selover
Gautier Police Department

Date: March 18, 2016

Subject: Surplus Motorola Radios

Please remove all frequencies and identification numbers on all listed radios. The radios will be declared surplus and removed from the Gautier Police Departments Inventory. If you have any questions feel free to contact me.

Motorola Portable Radios			
Model	Serial		ID
MTX 8250	921TCQ3788		705049
MTX 8250	921TGJ5414		705105
MTX 8250	921THE0806		705215
MTX 8250	921TGE3404		705051
MTX 8250	921TCQ3784		705122
GTX	866FAJ1215		?
GTX	866SWV9728		?
Motorola Mobile Radio			
MaxTrac 888	438TWC1173		?
MCS2000	722ABC1343		?



3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8013
Official Use Only





INTELLIGENCE DEPARTMENT

Mr. [unclear]
9/13

9/14

Councilman Vaughan made the motion to table the authorization Bid advertisement for 2016 Solid Waste Services until further notice due to unforeseen circumstances and that we send a letter to Jon Bierd with Waste Pro rescinding the letter sent by Samantha Abell, City Manager on March 18, 2016, giving them notice that the city's contract with Waste Pro will be cancelled 30 days after the award of a new contract. **Councilman Colledge** seconded the motion and the vote carried as follows:

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

NAYS: **Gordon Gollott**

ABSENT: **Mary Martin**

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

ORDER NUMBER 085-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donations in the amount of \$100.00 from Coldwell Banker Smith Homes, Realtors and \$50 from American Legion Auxiliary Unit #1992 for the 5th Annual Easter Egg Hunt at Shepard State Park is hereby authorized.

IT IS FURTHER ORDERED that the donations by Coldwell Banker Smith Homes, Realtors and American Legion Auxiliary Unit #1992 are in the best interest of the City of Gautier.

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

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

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

13690

Coldwell Banker Smith Homes, Realtors

2000 Highway 90 / PO Box 819

Gautier MS 39553

228.497.1800

3/15/2016

PAY TO THE ORDER OF City of Gautier

\$ **100.00

One Hundred and 00/100 ***** DOLLARS

PROTECTED AGAINST FRAUD

CITY OF GAUTIER
P.O. Box 670
Gautier MS 39553

Carmen M. Sellers
[Signature]

MEMO

[Redacted memo text]

13690

City of Gautier

Easter Egg Hunt

3/15/2016

100.00

[Redacted line]

100.00

AMERICAN LEGION 06-92
AUXILIARY UNIT #1992
P O BOX 284
GAUTIER, MS 39553

2332

85-136/653

March 8, 2016
Date

Pay to the
Order of

City of Gautier
Fifty & 40/100

\$ 50⁰⁰

Dollars



Member FDIC

For

2016 Easter Egg Hunt donation

Miane Cartrell
June R. Crosser, M



03/08/16

American Legion Auxiliary

Mr. Homea,
Enclosed is a \$50 check
for the City's 2016 Easter
Egg Hunt from:

AMERICAN LEGION AUXILIARY
GAUTIER-VANLEAVE UNIT 1992.

Our Unit is always
seeking opportunities to
assist the children and
youth in our community,
as well as our veterans
and active duty service
personnel.

Miane Cartrell
Secretary/Treasurer

Councilman Colledge made the motion to go to closed session to determine if they needed to go into executive session. **Councilman Anderson** seconded the motion and the vote carried unanimously. Absent was Councilwoman Martin.

Councilman Colledge made the motion to go into executive session to discuss personnel issues relating to the City Manager position. **Councilman Guillotte** seconded the motion and the vote carried unanimously. Absent was Councilwoman Martin

Councilman Colledge made the motion to extend the meeting beyond 9:30pm. **Councilman Vaughan** seconded the motion and the vote carried unanimously. Absent was Councilwoman Martin.

Councilman Colledge made the motion to accept the City Managers resignation effective immediately with pay for 30 days. Councilman Guillotte seconded the motion and the vote carried as follows:

AYES: **Hurley Ray Guillotte**
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **Gordon Gollott**
 Johnny Jones

ABSENT: **Mary Martin**

Councilman Colledge made the motion to request a proposal for fees associated with the City Attorney acting as Interim City Manager. **Councilman Guillotte** seconded the motion and the vote carried unanimously. Absent was Councilwoman Martin.

Councilman Colledge made the motion for a special meeting on Thursday April 7, 2016 to consider a proposal provided by City Attorney to act as Interim City Manager. **Councilman Guillotte** seconded the motion and the vote carried unanimously. Absent was Councilwoman Martin.

Councilman Colledge made the motion to place Jason Pugh as the responsible party for the City of Gautier for the next couple of days. **Councilman Anderson** seconded the motion and the vote carried unanimously. Absent was Councilwoman Martin.

Councilman Colledge made the motion to return to open session. **Councilman Guillotte** seconded the motion and the vote carried unanimously. Absent Councilwoman Martin.

Business Agenda Item #2 - Consideration of a proposed City Manager Succession Plan was moved to end of agenda and no action was taken.

Councilman Vaughan made the motion to recess until April 7, 2016 at 4:00PM. Motion seconded by **Councilman Colledge** and unanimously carried. Absent was Councilwoman Martin.

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 April 19, 2016.