AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 18, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier Basketball Camp July 24th and July 25th 9AM - 12PM at the Gautier United Methodist Church Gymnasium.**

2. **City of Gautier Football Camp July 28th 8:30 AM - 11AM at the Gautier High School Football Field.**

3. **Music on the Lawn featuring Mississippi Song Writers on Saturday, July 22nd at Gautier City Hall from 5PM - 8PM.**

IV. Presentation Agenda

1. **Recognition of Retirement for Captain Steve E. Vlahos of the Gautier Fire Department.**

V. Public Agenda

1. **Agenda Comments**

VI. Business Agenda

1. **Approval to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018.**

2. **Authorization to accept the Contract Extension with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris.**

3. **Authorization to accept the Contract Extension with Thompson Consulting Services for Disaster Related Debris Removal Monitoring**

4. **Approval of Brownfields Grant - Goodwyn, Mills & Cawood Contract Amendment**

5. **Authorization of Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project: STP-9194-00(001)LPA/105069-801000.**

6. **Discussion of Agenda Process.**

7. **Approval of Docket of Claims.**

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

1. **Approval of minutes from Regular Council Meeting held July 5, 2017.**

2. **Authorization to accept a Monetary Donation from Hancock Bank to the City of Gautier.**

3. **Approval of Delta Computer Systems Software Support Agreement Addendum.**

4. **Approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo, for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

5. **Approval and authorization to pay moving expenses- actual cost to Gloria Griffin Blakeney for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

6. **Approval of NRCS Drainage Improvements – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application.**

7. **Receive June 2017 Privilege License Report.**

VIII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Adjourn until August 1, 2017 @ 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
July 18, 2017

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **City of Gautier Basketball Camp July 24th and July 25th 9AM - 12PM at the Gautier United Methodist Church Gymnasium.**

2. **City of Gautier Football Camp July 28th 8:30 AM - 11AM at the Gautier High School Football Field.**

3. **Music on the Lawn featuring Mississippi Song Writers on Saturday, July 22nd at Gautier City Hall from 5PM - 8PM.**

NOTES:

CITY OF GAUTIER BASKETBALL CAMP

GAUTIER
MISSISSIPPI
Nature's Playground

DATE: JULY 24th & 25th

TIME: 9 a.m.- 12:00 p.m.

WHERE: Gautier United Methodist Church Gymnasium
AGE: Boys and Girls ages 7-12

COST: 2 non-perishable canned goods to donate to local food pantry.

Dribbling. Passing. Shooting. Rebounding

Whether you have played before or not come out and have a good time. All skill levels are welcomed!

Registration Deadline July 20th

To register, please visit:
Gautier City Hall
3330 Hwy 90
or contact Chassity Bilbo at 228-497-8000 ext. 306
cbilbo@gautier-ms.gov

CITY OF GAUTIER
BASKETBALL
CAMP

DATE: JULY 24th & 25th **TIME:** 9 a.m.— 12:00 p.m.

WHERE: Gautier United Methodist Church Gymnasium

Name: ____

Address: ____

City: _______________________________**State** _____________ **Zip**:____________________________

Email: __________________________________**Phone:** ____

Emergency Contact Name: ___________________________**Phone:** ______________________________

Health Insurance Provider:___________________________ **Policy #:** ____________________________

Medical Waiver

I hereby state my child ____is in good health and has my
(CHILD'S NAME)

permission to participate in the City of Gautier's Basketball Camp activities. I authorize the staff at the camp to provide emer-gency first aid in the event of sickness or injury. I also give my permission for the City of Gautier to sign for me in the event that emergency treatment, hospitalization, and/or surgery is required. I understand I am financially responsible for any medical bills incurred by my child while at the City of Gautier Basketball Camp.

My signature below hereby releases the camp, camp sponsor, camp workers, camp volunteers, City of Gautier, and Gautier First United Methodist Church from any and all liability and any manner of actions, suits, damages, claims, and demands on account of personal injury arising from my child's participation in the camp.

Parent Signature: ____**Date**:_________________________________

Please list any medical conditions the camp volunteers should be aware of during camp.

____

____

To register, please visit:
Gautier City Hall
3330 Hwy 90
Contact Chassity Bilbo at 228-497-8000 ext. 306 cbilbo@gautier-ms.gov

GAUTIER
MISSISSIPPI
Nature's Playground

GAUTIER YOUTH

FOOTBALL CAMP

WHEN:

July 28, 2017

8:30 am - 11:00 am

WHERE:

GHS Football field

“ THE SWAMP “

4307 Gautier-Vancleave Rd.

Gautier, MS 39553

Jackson County YOUTH FOOTBALL Association

AGES

7-12 YRS

REGISTRATION

FREE TO ALL PARTICIPANTS (MAXIMUM 200)

SPONSORS

City of Gautier

GHS Football Coaching Staff

INFORMATION

City of Gautier
3330 Hwy 90
Gautier, MS 39553
C: 228-219-3259
C: 228-219-7695
E: rhonea@gautier-ms.gov

Mail completed form to: City of Gautier
P.O. Box 670, Gautier, MS 39553, drop off at Gautier City Hall 3330 Hwy 90

Participant’s Name: _

Participant’s DOB/Grade/Age: _

Address/City/State/ZIP: _

Parent/Guardian Phone: _

Parent/Guardian Email: _

Parental/Guardian Consent/Insurance Waiver

Parent/Guardian’s Name: _

Relationship to child: _

Allergic reactions/medical conditions (medicine, food, asthma,etc.) _ Yes No

If Yes, please list: _

All participants are responsible for their own medical/accident coverage. The city is not responsible for participants’ injuries. Participants will not be allowed to play unless the following information is submitted and the form signed by the parent or guardian of the participant.

Participant’s Insurance Company: _

Insurance Co. Address: _

Policy Holder: _

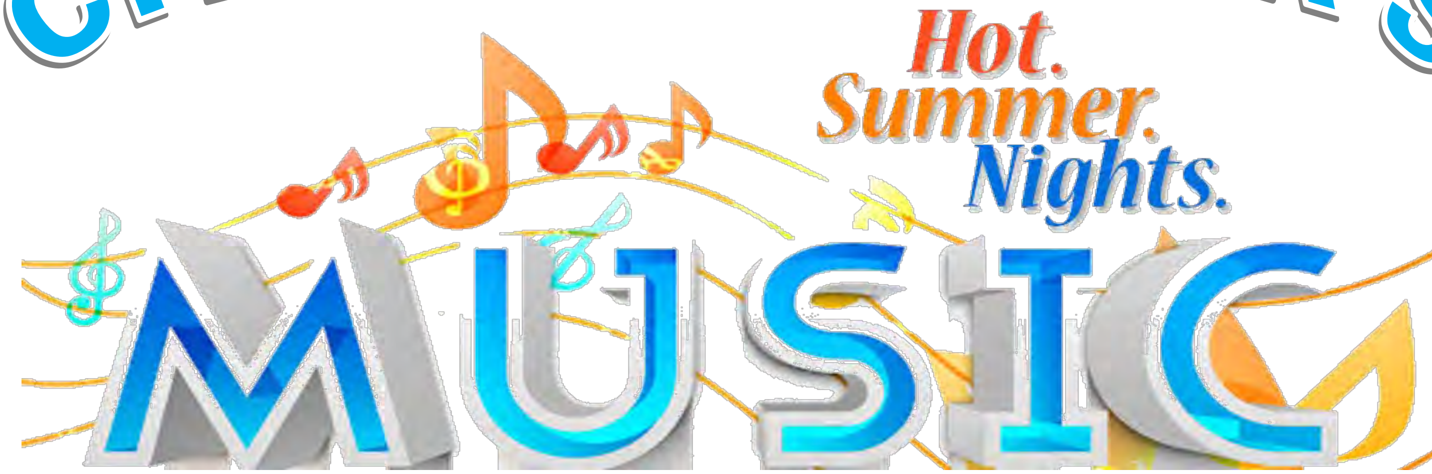
Policy #: _

I/We the undersigned hereby certify that I/We am (are) the parent(s) or legal guardian(s) of the camp participant. I/We hereby give permission for the camp staff to seek appropriate medical attention for the camp participant and for the camp participant to receive medical attention in the event of accident, injury or illness. I/We will be responsible for any and all costs of medical attention and treatment. I/We, the undersigned for ourselves, our heirs, executors and administrators waive, release and forever discharge the City of Gautier and Gautier High School and its staff, officers, agents, employees, representatives, successors, and assigns of and from all rights and claims for damages, injury or loss to person or property which may be sustained or occur during participating in camp activities or while at camp; whether or not damages, injury or loss is due to negligence. I/We hereby acknowledge that our child is physically fit and mentally capable of participating in camp activities.

Parent/Guardian Signature: _

Date: _

CITY OF GAUTIER'S



ON THE LAWN!

Featuring Mississippi Songwriters!

Double Dee **Tim Rogers**

Taylor Craven **Derek Norsworthy** **Robert Ragno**

Gautier City Hall

July 22,2017

Bring your own lawn chair

5:00 p.m. - 8:00 p.m.

Music. Food. Fun.

GAUTIER
MISSISSIPPI
Nature's Playground

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
July 18, 2017

ITEM DESCRIPTION:

PRESENTATION AGENDA –

1. **Recognition of Retirement for Captain Steve E. Vlahos of the Gautier Fire Department.**

NOTES:

GAUTIER FIRE DEPARTMENT

"Proudly Protecting Nature's Playground"

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

Captain Steven Ernest Vlahos began his career in the Gautier Fire Department on May 05, 1990 as a Firefighter. To list all of Captain Vlahos' accolades and accomplishments would be a lengthy, if not impossible endeavor, as he has come in contact and effected positive change in the lives of countless people over a 27-plus year career. More importantly he was never the one doing his own counting; he was, and is, a selfless individual.

Sticking to the highlights, he completed his Basic Firefighter Certification at the State Fire Academy, in Pearl Mississippi, on October 26, 1990. On November 12, 1994, the then Firefighter Vlahos earned a Probationary Appointment to Lieutenant, which was made permanent on May 12, 1995. As a Lieutenant, Vlahos was a highly effective supervisor and constantly strived to improve, not only his skills and abilities, but the skills and abilities of other members of the department. His hardworking attitude and dedication didn't stop there. During his tenure, Steve has also served as past President, past Secretary, and past Treasurer of the Gautier Firefighters Association, Local 3290, roles he proudly accepted and endeavored to move both organizations forward. On May 29, 2006 Steve earned the promotion to Captain. Now as Captain Vlahos, Steve never quit training himself and the others in his charge, and anyone willing to stay over and listen and/or participate. Even on his last full tour of duty, Captain Vlahos had his crews, in the heat, out behind the City Barn training on Vehicle Stabilization and Extrication, cutting up an old junk car his friend, Johnny May, let him abuse.

In closing, I would like to describe my friend Steve, not Captain Vlahos. My friend Steve is a teacher, a philosopher, a truth-seeker, an idealist, someone who just wants to make sense of it all. Steve's son, Isaac, Steve's father, the late Ernest John Vlahos, and his wife, Marilyn Curtis Vlahos, and also Steve's mother, the late Anne McClure Vlahos, should all be proud of Steve's service to his community. Steve is an asset to the Gautier Fire Department, the City of Gautier, and an asset to all mankind. Captain Vlahos retired from service on June 30, 2017.

CITY OF GAUTIER, MISSISSIPPI
PUBLIC AGENDA
July 18, 2017

ITEM DESCRIPTION:

AGENDA COMMENTS

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Approval to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Approval to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018. The City and Waste Pro of Mississippi, Inc. enter into a written contract on September 1, 2012 for solid waste disposal services with a contract period of one (1) year and an option to extend the contract on a yearly basis for up to five additional years.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2017

RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT WITH WASTE PRO OF MISSISSIPPI, INC. FOR SOLID WASTE SERVICES AT NO ADDITONAL INCREASE UNTIL SEPTEMBER 1, 2018

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the extension of the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and Council of the City of Gautier, Mississippi authorizes the City Manager or City Clerk to execute any and all documents necessary.

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	07/10/2017
Subject:	Approval to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018.

REQUEST:

City Council authorization is requested to extend the contract with Waste Pro of Mississippi, Inc. for Solid Waste Services at no additional increase until September 1, 2018.

BACKGROUND:

The City and Waste Pro of Mississippi, Inc. enter into a written contract on September 1, 2012 for solid waste disposal services with a contract period of one (1) year and an option to extend the contract on a yearly basis for up to five additional years.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year extension with Waste Pro of Mississippi, Inc.

ATTACHMENTS:

1. Waste Pro Extension

EXTENSION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF GAUTIER AND WASTE PRO OF MISSISSIPPI, INC.

This contract extension is made and entered this the 18th day of July, 2017 by and between Waste Pro of Mississippi, Inc., a Mississippi corporation (hereinafter referred to as "Contractor") and the City of Gautier, Mississippi (hereinafter referred to as "City").

WHEREAS, on or about September 1, 2012, the City and Contractor entered into a written agreement for solid waste disposal services as more fully described in the "City of Gautier Municipal Solid Waste Disposal Services Contract", including all attachments thereto (hereinafter referred to as "the Contract");

WHEREAS, the City and Contractor desire that the current rate for solid waste collection will remain the same for the duration of the extension; and

WHEREAS, the City and Contractor receive a mutual benefit and consideration from the extension;

IT IS THEREFORE AGREED that the Contract currently existing (including any and all revisions and/or amendments approved by the parties) between the City and the Contractor will be extended until September 1, 2018, with no rate increase during the extension.

DATED this 18th day of July, 2017

By:_________________________	By:_________________________
Jon Bierd, Division Manager	Paula Yancey, City Manager
Waste Pro of Mississippi, Inc.	City of Gautier

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Authorization to accept Contract Extension with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Authorization to accept the option within the current contract with DRC Emergency Services, LLC for an additional one (1) year term to provide Disaster-Related Debris Removal Services and 70-hour push in preparation for Hurricane/Disaster Debris for the City of Gautier in the event these services are required.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract extension for a period of one (1) year with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	07/06/2017
Subject:	Contract Extension with DRC Emergency Services, LLC for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris.

REQUEST:

City Council authorization is requested to accept the option within the current contract with DRC Emergency Services, LLC for an additional one (1) year term to provide Disaster-Related Debris Removal Services for the City of Gautier in the event that these services are required.

BACKGROUND:

In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal Services and Monitoring Services in the event that such services are needed. State and Federal procurement laws were followed in soliciting these proposals which were opened on June 19. 2014. The current contract with DRC Emergency Services, LLC for Removal Services became effective August 27, 2014 with a contract period of two years and an option to extend the contract on a yearly basis for up to two additional years.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year term for Disaster Related Debris Removal Services with DRC Emergency Services LLC.

ATTACHMENTS:

1. Letter for extension with DRC Emergency Services
2. Contract for Disaster Related Debris Removal Services (August 27, 2014)

EMERGENCY SERVICES
Striking Back.

P.O Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

June 13, 2017

Chastity Bilbo
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Contract between DRC Emergency Services and the City of Gautier, MS
Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris

Ms. Bilbo,

The City of Gautier contract is set to expire on August 30, 2017. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC and City of Gautier, MS for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring August 30, 2018.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lgarcia@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and City of Gautier, MS.

Sincerely,

LGarcia

Lisa M Garcia
Contracts Manager
Cell: (504)715-9052

Agreed and Accepted by:
City of Gautier, MS

Authorized Signature

Title

Date

PREAMBLE: Debris Removal and 70 Hour Push

This contract is intended to have Contractors load, haul and dispose of debris from the City of Gautier from devastated areas in the event of a disaster declaration. The City will pre-qualify contractors and define boundaries within the City for the pre-qualified contractor(s). List references in Section 1 of the bid package (with contact information) that can attest to the past performance on similar projects as described in the Scope of Work, and the volume of debris hauled for the client. To qualify for this project, Prime **Contractor must have hauled a minimum of 500,000 CY** for one event in the last 8 years, and be verifiable by the agency for which the debris was hauled. The debris removed under this Contract is intended to be the material generated by the disaster that is a threat to the public health and safety of the community, and is to be disposed of in permitted, approved permanent landfills. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to use its own forces to remove the material.

In addition, if the City determines there is sufficient need for a 70 hour push, this contract is intended to move roadway debris quickly to the side of the road to provide access into devastated areas. The debris is not to be removed or disposed, only to provide clear access routes to allow for: 1) movement of emergency vehicles, 2) law enforcement, 3) resumption of critical services, and 4) damage assessment of critical public facilities and utilities.

A performance bond of $100,000 will be required that will be surrendered within 48 hours of landfall of hurricane if contractor has not mobilized equipment. This contract is for a term of two years with an option to extend on a yearly basis for up to two additional years with City Council approval. The Council shall have authority to decline renewal at such intervals. Non-renewal shall not be deemed breach of contract.

Contractor must have ownership of the equipment listed in the pricing schedule, or identify the intended subcontractor and that the subcontractor owns the equipment at the time of the bid. This contract is intended for debris contractors that have experience in providing this type of service on FEMA reimbursable contracts, with verifiable references of past contract performance of similar debris activity. Contractor must have been the prime contractor on a FEMA reimbursable debris project to qualify for this contract, and list the project and client reference that can verify this experience.

CONTRACT FOR DEBRIS REMOVAL and 70 HOUR PUSH IN PREPARATION FOR HURRICANE/DISASTER DEBRIS

This Contract is made and entered into effective the 27 day of August, 2014, by and between the City of Gautier, Mississippi, a municipal corporation (hereinafter "City"), and DRC Emergency Services, LLC (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to be prepared to respond in the most timely manner possible to remove the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster, it is necessary to engage the services of a contractor prior to actual landfall of a storm or declared disaster;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I **PURPOSE:** The purpose of this Contract is to pre-qualify debris contractors to provide debris removal from certain public and private property as defined herein as a result of a Hurricane or other declared disaster. In the event that no disasters occur, the pre-qualified debris contractor may not get any work assignments out of this contract. The severity of the disaster will dictate the level of cleanup necessary; therefore, a smaller disaster may not include debris removal from private property, while a major disaster may include right-of-way cleanup, private property cleanup, and demolition of structures. This Contract is also effectuated into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to any applicable Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well any applicable President's Declaration of Disaster.

II SERVICES OF CONTRACTOR:

2.1 General Debris Removal

(a) Contractor shall be fully responsible for sorting debris at curbside in the **public rights-of-way,** debris loading, transportation of eligible debris from the public rights-of –way in sectors of the City as assigned by the City, and disposal of debris. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The City may choose to select multiple contractors, and the City may choose to offer Contractors that are not the low bid, the opportunity to haul debris for the City at the low bid price. The Contractor may not enter private property to remove debris, unless authorized by the City in writing. The material at the street is to be sorted at the curb for disposal at the appropriate site. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Exposed stumps at the ROW will be measured by the CY and paid for as debris.

(b) Contractor shall be fully responsible for eligible debris pick-up **from private property** (if authorized by FEMA), transportation of debris, and disposal of debris, provided that sufficient authorization to enter the property is acquired either through a valid "Right-of-Entry" or Court Order or administrative proceedings conducted by or on behalf of the City. The City shall designate which parcels of private property contain the debris to be removed. The City reserves the right to stop the debris removal on a parcel at any time prior to the completion of the debris removal on that parcel by the Contractor. When the removal of debris or structures from property by Contractor exposes any public utility line on a parcel, Contractor shall immediately notify the City of the need to cap said utility service or line and identify the Contractor's effort to resolve the utility issue. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The material on private property is to be sorted on-site for disposal at the appropriate facility. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Contractor is to recover Freon from appliances and other Freon containing units.

(c) In addition to debris removal from public rights-of-way and private property, Contractor shall be fully responsible for demolition, debris pick-up, transportation and disposal of demolition debris, including Asbestos Containing Material (ACM) or Potentially ACM (PACM) eligible debris within the Sector of the City to which it has been assigned. The contractor is responsible for securing all utilities on private property in compliance with City code and State law, including water and sewer caps. This includes capturing Freon from air conditioning units and appliances as governed by Federal, State and local laws. When the removal of debris or structures from property by Contractor exposes any public utility line on a parcel, Contractor shall immediately notify the City of the need to cap said utility service or line and identify the Contractor's effort to resolve the utility issue. The Contractor shall comply with OSHA, MDEQ and EPA requirements for ACM demolition, loading and hauling requirements to the location designated by the City within Jackson County. The Contractor cannot leave demolition material behind (including removal of floor coverings), except, perhaps, a clean slab. Slab removal is not authorized unless the slab is undermined and exposed and presents a health hazard and is designated as such by the City. The Contractor shall employ good demolition techniques, which includes:

1. Utilization of asbestos certified supervisors for visible assessment of asbestos siding and asbestos tile shingles prior to demolition,

2. Wetting debris during demolition to reduce the potential for air migration of asbestos,

3. Demolishing the building using a technique to minimize the excess breaking of asbestos,

4. Loading the material with techniques to maintain sufficient distance from personnel to reduce the exposure to airborne material,

5. Placing a placard on the truck hauling the ACM mix with C/D debris reading, "Warning Asbestos Hazard, Stay Away."

6. Notification of MDEQ through demolition notification forms within 24 hours of demolition.

7. Contractor shall employ all other demolition methods sufficient to maintain the safety of contractors, employees, sub-contractors, and the citizens of Gautier.

(d) Contractor shall be fully responsible for ACM/PACM debris disposal and compliance with NESHAP disposal requirements as governed by OSHA, MDEQ and EPA. The Contractor will deliver the ACM material to a municipal solid waste landfill or other NESHAP landfill within Jackson County and complete the manifest provided by the landfill for transportation of the material. The Contractor will contract directly with the landfill to pay the disposal costs related to the ACM debris. Contractor will follow the NESHAP regulations for demolition/abatement unless MDEQ and EPA provide for an accelerated policy for handling demolitions. Asbestos testing is not required as part of this Contract, as City will contract directly with Asbestos Supervisor for testing and air monitoring. However, **all** Contractor employees engaged in operation of equipment conducting demolitions and truck drivers hauling demolition material must have "8 hour ACM Awareness Training" certification for handling ACM and any other training and requirements to satisfy the OSHA regulations.

(e) Contractor shall be fully responsible for final debris disposal. Contractor further shall submit proposed locations for debris disposal for approval by the City prior to hauling debris. Contractor shall provide the City with a copy of the approved permit of the disposal site. There will be no dumpsites, debris staging areas, or debris transfers within the City limits, nor will debris be permanently or temporarily stored or placed at any other location within the City. Contractor represents that it is familiar with all federal, state, and local ordinances, laws, rules, and regulations with respect to debris pick-up, transportation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

(f) When a load of eligible debris is loaded into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

(g) Debris that is classified Hazardous or Toxic is not included in the scope of services, with the exception of Asbestos Containing Material (ACM). Hazardous or toxic materials or waste include, but is not limited to, petroleum products; paint products; electrical transformers; and known or suspected hazardous materials.

2.2 Leaning Trees/Hanging Limbs

(a) Contractor will engage in the removal of leaning and hanging vegetative debris from public property, private residential property and private commercial property, as assigned by the City, or its agents. Contractor shall be fully responsible for removal of damaged and disturbed trees 6" in diameter and greater leaning at an angle of 30 degrees or greater and designated as "removal". Entire trees shall be cut even with the ground and removed. Trees containing damaged and disturbed tree limbs, 2" in diameter and greater shall be paid for as a unit cost per tree, as listed in the Bidder's Schedule, regardless of the number of limbs cut from that tree, but requiring that the contractor cut all broken limbs that are greater than or equal to 2" in diameter. Diameter shall be measured at a point where the branch is cut off adjacent to the tree side of the break. Entire trees shall be cut even with the ground and removed if trunk is broken and the tree is marked "removal". Diameter of tree shall be measured at a point four feet above the base of the tree. Contractor shall be responsible for removal of exposed stumps of diameter 6" or greater related to leaning trees. Stumps should have at least 50% of the root ball exposed to be eligible for removal. Stumps that are designated a safety hazard that are 25" or greater are to be extracted and the hole created by the extraction backfilled with fill dirt. Diameter shall be measured at a point two feet above the ground level. Price shall include extraction and removal of the stump and placement of fill dirt in the resulting hole. The unit bid price for each leaning tree, hanging limb and stump removal shall include the disposal of the debris derived from these leaners and hangers. Each eligible leaning tree and tree with hanging limbs and stump will be clearly marked or identified by a City representative (or monitor) to allow the reimbursement of the leaning and hanging vegetative debris. Leaning or hanging debris that is not marked or monitored will not be eligible for payment to the Contractor. The City (or its monitor) will determine what leaning and hanging vegetative debris and trees pose an immediate threat to public health and safety or to improved property.

(b) Contractor will be required to use load tickets (issued by the monitor) to track that eligible loads are disposed at approved facilities, as the unit bid price includes disposal of the material. Payment for cutting leaning and hanging vegetative material from each specified address will be contingent on the load tickets from the material being delivered to the approved disposal site. Contractor shall be fully responsible for final debris disposal. All material cut from a property must be removed from the property that same day.

(c) When the Contractor is working to remove leaning and hanging vegetative debris, or placing a load of eligible debris into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver and to verify that the leaning and hanging debris is eligible for reimbursement. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

2.3 General Information

(a) Contractor shall operate during daylight hours coordinating with landfill, unless otherwise directed by the City's designated Project Manager. Removal shall be restricted to between the hours from dawn to dusk.

(b) Contractor shall be responsible for establishing and scheduling collection routes in consultation with City's designated Project Manager and for coordinating deliveries with the designated disposal facilities.

(c) During the period of this Contract, Contractor shall make at least two (2) passes along all public rights-of-way and defined public property in the City, or as directed by the City based on the severity of the storm, with a minimum of one week, or such time period designated by the City, between passes for each particular area.

(d) Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and pay for all disposal site dumping fees, and perform all other work required for the removal of all debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

(e) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(f) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.

(g) Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

(h) If any debris pile is designated "Do not remove" by property owner, Contractor shall by-pass said pile until the last pass and only remove pile at the direction of the CITY. If any pile is marked "Do not remove" by a FEMA or MEMA employee, Contractor shall not remove said pile.

(i) If Contractor encounters a body or human remains during the debris removal process, or is notified by the City of the probable existence of a body or human remains within any debris being removed, contractor shall immediately cease loading at that location until appropriate public officials have completed their investigation and cleared the site for resumption of debris removal activity.

III **EQUIPMENT AND PERSONNEL**:

(a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe, or other approved and appropriate equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and be capable of rapidly dumping its load without the assistance of other equipment or have a self loading feature affixed to the body of the trailer. At a minimum, any truck used to haul debris must be equipped with a factory issued metal tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the City. All trucks carrying debris must have functional tarps to contain the material from blowing out of the truck during transportation of the debris to the disposal sites. All equipment shall be subject to inspection by the City prior to their use and at all times during this Contract.

(b) Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. If asbestos is encountered in the debris being removed under this Contract, Contractor shall immediately notify the City of that fact and all procedures and precautions prescribed by law must be undertaken in the process of removing and disposing of that material.

(c) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure and have functional metal tailgates and tarps covering loads during transport.

(d) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

(e) Contractor will provide decals for trucks of minimum size of 18"x 18" for providing identifying information. Contractor will provide the City access to each debris truck 24 hours before debris hauling by that truck commences to allow the City time to measure the capacity of the truck. The City, or its designated representative, will then fill out a truck measurement form and provide the Contractor a measured capacity of the bed rounded to the nearest Cubic Yard (CY). Each vehicle and trailer transporting debris shall bear two (2) emblems (one on each side) that show the following:

A. "Contractor for the City of Gautier"
B. The assigned Truck/Trailer number
C. Cubic Yardage Capacity (for applicable trucks and trailers)

Any truck identified as manipulating their sideboards to reduce the available volume after measurement will be removed from the project and reported to the appropriate authorities.

(f) Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Contract. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

(g) No vehicles or equipment shall be located on public property or public rights-of -way within the City unless actively engaged in debris removal.

(h) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(i) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the City.

(j) The contractor will provide an inspection tower at the dumpsite, if specified by the City. This tower must be constructed such that the City monitor can look down into the bed to fully view the debris load, establishing a volume. The City reserves the right to approve of the inspection tower prior to commencement of debris hauling activity. The inspection tower must be constructed to meet all local, state, and federal requirements. The contractor may not provide a mechanical lift in place of a constructed tower. The contractor shall provide portable restroom facilities at all dumpsites.

IV TIME:

(a) The contract will be for a term of two years with an option to extend on a yearly basis for up to two additional years, upon the discretion and approval of the City Council. Individual work assignments will be provided for a defined duration based on the magnitude of the disaster. The City will initiate work assignments and can issue additions or deletions to the Contract by written change orders, in its sole discretion, or the Contract is terminated as provided herein.

(b) Both parties pursuant to applicable federal, state, and local law will equitably negotiate subsequent changes and completion time.

V PAYMENT AND MEASUREMENT:

(a) Payment shall be based on a schedule of cost per cubic yard of eligible debris or by the individual pay items as defined in the Contractor Bidder's Schedule. Prices are valid for a 4 year period without any adjustments for fuel costs or inflation.

(b) Measurement for debris removed and disposed of will be by the cubic yard as predetermined through truck or trailer bed measurement, or through monitored inventory and documentation from the City or its agents based on the bid items provided herein. Actual measurement shall be documented by trip tickets on a form designated by the City. Load tickets will be provided by the City or its agent with a percentage of capacity identified on the ticket, as determined through observation from the tower at the dumpsite by the monitor, or through individual pay items as tracked and identified by the City, or its monitoring firm.

(c) Contractor shall be reimbursed based solely on the trip tickets issued and verified by the City at the Disposal Site or by the individual pay items as monitored and approved by the City or its agents. Contractor shall not invoice the City more frequently than once for each pass through its sector, or once monthly, whichever is greater. Contractor invoices must be separated by Federal Aid Routes, ROW and ROE work separately and identify and invoice first pass debris removal from Federal Aid routes separately.

(d) Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to the specific declared disaster damage. Further, Contractor shall bill the City and be paid only for eligible debris that originates within the City.

(e) All payments made to the Contractor shall be subject to a 5% retainage and will be retained until ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

(f) The City reserves the right not to make any work assignments in the event of minimal damage or no declared disasters occur throughout the life of this contract, and the right to use CITY staff and equipment to haul debris.

VI LIABILITY AND INDEMNITY:

(a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the City Contact as soon as possible.

(b) Contractor does further indemnify and save harmless the City , its officers, agents, representatives, engineers, monitors, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

(c) In the event that the Contractor conducts demolition or debris removal from private property, and the action of removal removes an excessive volume of dirt from the property or significantly damages the property through rutting, replacement dirt may be required to fill the removed dirt material or ruts from the damaged property so as to avoid ponding of water on the property. Contractor should not excessively remove dirt from property. Replacement dirt will be required as a non-reimbursable item to repair the damage to the private property. Fill material to damaged property and type of fill material will be at the direction of the City and not be a reimbursed activity.

VII INSURANCE/BONDING

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than **$3,000,000.00**. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The City must be listed as an additional insured on said insurance policy.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

(c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) All insurance or bonds required under the terms of this Contract and the Bid

Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi. Contractor must provide a performance bond of $100,000 to the City of Gautier upon notice of a work assignment for the Not to Exceed contract amount.

(e) Contractor shall submit renewal certificates to the City upon annual contract renewals as proof of continued coverage for all required insurance and bonds.

VIII **INDEPENDENT CONTRACTOR**:

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

IX **TERMINATION**:

The Contractor may terminate this Contract upon sixty (60) days written notice to the City, provided, however, that during such sixty (60) days (or until earlier release by the City), Contractor shall continue to diligently perform all of its duties hereunder. The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Contractor understands and accepts that any or all of the debris removal services undertaken by the City may be pre-empted, replaced, or performed by state or federal debris removal efforts, and that the City intends to solicit as much State and Federal Assistance in these endeavors as possible. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to utilize its own forces to respond to the disaster and debris removal efforts.

X **PURPOSE OF 70 HOUR PUSH**:

The purpose of this Contract is to provide the emergency protective measure of clearing the roads and streets of the City of debris to enable their use by vehicles, including but not limited to search and rescue vehicles, police vehicles, ambulances, fire trucks, and public works vehicles, as well as the general public. This Contract is also entered into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to the Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well as the President's Declaration of Disaster.

XI **SERVICES OF CONTRACTOR**:

11.1 70 Hour Push

(a) Contractor shall be responsible for clearing as many of the streets and roads of the City of Gautier as may be cleared during the term of this Contract (on a priority basis established by the City, as communicated to the Contractor's designated Contract Representative by the City's designated Contract Representative (who shall be designated by the City Manager) by cutting debris, where necessary, and moving it aside in such a manner that vehicles may utilize those streets for search and rescue purposes, law enforcement purposes, fire prevention and containment purposes, as well as all other activities of public officials in protecting the public health, safety, and welfare and restoring essential services.

(b) Contractor shall provide the equipment specified herein, with operators and laborers, for debris clearing. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) the equipment listed in the Bidder's Schedule.

(c) The Contractor shall provide crews and equipment to provide these services for a period of Seventy billable (70) Hours after receiving a written Notice to Proceed from the City, or a verbal Notice to Proceed from both the City Manager and either the Director of Public Works, the Director of the Police Department, or the Director of the Fire Department.

(d) All hourly equipment rates include the cost of mobilization, cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. Hours are for project hours on the job, with the equipment manned and operated, while supervised, within the City limits. No mobilization or travel time to the City are reimbursable, nor is idle equipment reimbursable or chargeable as part of this contract.

(e) The work shall consist of cutting fallen limbs or trees that obstruct the designated streets, and pushing the resulting debris to the side of the right of way or if directed by the City or its Monitor, place the material to a suitable location at the end of a street or to a vacant lot in such a manner that the designated street becomes passable to emergency and other vehicles. The work shall also consist of pushing structural and any other debris to the side of the right of way in such a manner that the designated street becomes similarly passable without damaging the City street or infrastructure.

(f) The Contractor shall only be paid for work on streets designated by the City's Contract Representative. In addition, Contractor shall only be paid for work performed where City monitoring agent is present, or has viewed site, and will be able to confirm performance, equipment used, and duration of equipment use. In working with the City/monitor, identification of Federal Aid/Non Federal Aid routes is essential in protecting the reimbursement of the City. When the Contractor is working to remove or clear debris, Contractor will notify the City through its Contract Representative that work is to be in progress such that the City can send a representative (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) to review the Contractor's activity. Failure to notify the City or to perform work in such a manner that the City is unable to verify performance shall be a violation of this section and such work shall not be compensated.

(g) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies (including but not limited to the office of the Coroner, search and rescue units, and City work crews), or of any public utilities. In the event of a storm sufficiently severe to involve search and rescue efforts and body recovery efforts, whenever so directed Contractor shall suspend work and proceed at the direction of the search and rescue official in charge of any particular debris site.

(h) In the sole direction of the City, Contractor may be instructed by the City to cease work on any particular street or road at any time even though previously instructed to work on that street or road (whether to permit city, state, or federal work crews to perform debris removal tasks, to re-prioritize the schedule of streets to be cleared, or for any other reason). In the event Contractor is so ordered, Contractor will be paid for all work performed in accordance with this Contract up until the cease and desist notification.

(i) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(j) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.

(k) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.

XII EQUIPMENT AND PERSONNEL:

(a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. All trucks must have functional tarps and factory issued metal tailgates. Sideboards or other extensions to the trailer are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2"x 6" boards or greater, and not to exceed more than 2 ft. above the metal bed sides. All equipment shall be subject to inspection by the City prior to their use and at all times during this contract.

(b) Contractor is responsible for determining and complying with applicable requirements for securing loads, if any, while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure.

(c) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

(d) No vehicles or equipment shall be located on public property or public rights-of-way within the City unless actively engaged in debris removal.

(e) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone and/or pager) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(f) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the City.

XIII <u>TIME</u>:

(a) The maximum time allowable for complete performance in every respect under this Contract shall be Seventy (70) hours of equipment operation from the issuance of the Notice to Proceed per declared disaster. The contract will be for a term of two years with an option to extend on a yearly basis for up to two additional years, upon the discretion and approval of the City Council.

XIV <u>PAYMENT AND MEASUREMENT</u>:

(a) Payment shall be based on the hourly rates as identified in the attached Bidder's Rate Schedule (ATTACHED AS EXHIBIT A), subject to 5% retainage as required by State Law, up to the "Not to exceed" total provided in the bidders schedule, unless authorized by written Addendum as approved in writing by the City to exceed this amount. All equipment used on this project must be authorized by the City prior to initiation of work. Idle equipment and equipment hours not performed within the City limits are not payable as part of this contract.

(b) Verification of debris removal or clearing and hourly operating totals for each approved equipment type will be by the City's authorized representative.

(c) Contractor shall not be paid to handle or process debris that is unrelated to disaster damage.

XV LIABILITY AND INDEMNITY:

(a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the City Manager or authorized designee as soon as possible.

(b) Contractor does further indemnify and save harmless the City, its officers, agents, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorney's fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

XVI INSURANCE:

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than $3,000,000.00. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The City must be listed as an additional insured on said insurance policy.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

(c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) All insurance or bonds required under the terms of this Contract and the Bid

Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi.

XVII INDEPENDENT CONTRACTOR:

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

XVIII TERMINATION:

The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted.

XIX MISCELLANEOUS:

(a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.

(c) Contractor shall comply with the federal, state and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation. Contractor shall also comply with: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11275 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); and, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of labor regulations (29 CFR Part 5), as well as all other applicable federal regulations. The Contractor and/or Subcontractors listed as part of this contract cannot be on the Federal Debarred Contractors list.

(d) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas subject to this contract in its pre-storm condition and is familiar with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.

(e) Contractor acknowledges that the severity of any storm which might make landfall at or near the City, as well as the extent of damage that may be caused thereby, cannot be ascertained by either party prior to the issuance of a notice to proceed, and that Contractor is prepared to perform the services called for in this agreement regardless of the extent of said damage. The Contractor acknowledges that the severity of the storm shall not be an excuse for non-performance and is providing a performance bond to ensure mobilization within 48 hours of landfall of a hurricane.

(f) Contractor shall cooperate fully with City for City to obtain the maximum amount of reimbursement from FEMA and MEMA.

(g) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

(h) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(i) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Jackson County, Mississippi.

(j) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(k) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(l) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the approval of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.

(m) This Contract shall not be assigned without the prior written consent of City.

(n) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the parties.

(o) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

(p) Performance of Contractor shall be secured by a performance bond payable to the City of Gautier, Mississippi, in the amount of $100,000.00, in the event that the Contractor does not mobilize within 48 hours of landfall of a hurricane, or other Contractor's default or failure to perform under the terms and conditions of this Contract, the bond would become payable to the City of Gautier.

(q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof: this Contract and the Notice to Proceed.

XX **AWARD:**

(a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources. The City reserves the right to accept or reject (in its sole discretion) proposed subcontractors. Contractor may not use any subcontractor rejected by the City.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.

(c) The City reserves the right to award contracts to multiple companies. The City reserves the right to delete from the Scope the removal of debris from private property and demolitions of structures from the Contract at any time following the award of the Contract to the successful bidder, while requiring the Contractor to continue to remove material from public rights of way.

(d) The City reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual bid items within this Scope.

(e) Contractor shall comply with the federal, state and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation.

(f) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas where debris is to be collected and removed and is familiar with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.

(g) Contractor shall cooperate fully with the City in order for the City to obtain the maximum amount of reimbursement from FEMA and MEMA.

(h) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

(i) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(j) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Jackson County, Mississippi.

(k) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(l) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(m) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the review of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.

(n) This Contract shall not be assigned without the prior written consent of City.

(o) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the parties.

(p) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

(q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof:

(1) This Contract;

(2) Any Exhibits to this Contract;

(3) Contractor's Bid and Bonds;

(4) Notice of Award;

(5) Notice to Bidders;

(6) Bid Specifications and General Requirements;

(7) Any modifications, including change orders, duly delivered after execution of this Contract; and

(8) Notice to Proceed.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR" DRC Emergency Services, LLC.

By: Kristy Fuentes

Title V.P. of Business Development

CITY OF GAUTIER, MISSISSIPPI

By: [signature]

MAYOR, CITY OF GAUTIER

ATTEST: [signature]

CITY CLERK

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Authorization to accept Contract Extension with Thompson Consulting Services for Disaster Related Debris Removal Monitoring Services**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Authorization to accept the option within the current contract with Thompson Consulting Services for an additional one (1) year term to provide Disaster Related Debris Removal Monitoring Services for the City of Gautier in the event that these services are required.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract extension for a period of one (1) year with Thompson Consulting Services for Disaster Related Debris Removal Monitoring Services is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	07/06/2017
Subject:	Contract Extension with Thompson Consulting Services for Disaster Related Debris Removal Monitoring

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REQUEST:

City Council authorization is requested to accept the option within the current contract with Thompson Consulting Services for an additional one (1) year term to provide Disaster-Related Debris Removal Monitoring Services for the City of Gautier in the event that these services are required.

BACKGROUND:

In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal Services and Monitoring Services in the event that such services are needed. Sate and Federal procurement laws were followed in soliciting these proposals which were opened on June 19, 2014. The current contract with Thompson Consulting Services for Monitoring Services became effective August 27, 2014 with a contract period of two years and an option to extend the contract on a yearly basis for up to two additional years.

RECOMMENDATION:

Based on the information provided, Staff recommends that Council approve to accept the additional one (1) year term for Disaster Related Debris Removal Monitoring Services with Thompson Consulting Services.

ATTACHMENTS:

1. Contract Term Extension with Thompson Consulting Services
2. Thompson Consulting Services Contract

thompson
CONSULTING SERVICES

July 6, 2017

Ms. Sherry Farabee
Purchasing Agent
City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

SENT VIA E-MAIL TO: sfarabee@gautier-ms.gov

Subject: Contract Term Extension Request – Disaster Debris Monitoring

Dear Ms. Farabee,

Pursuant to the Contract for Debris Monitoring in Preparation for Hurricane/Disaster Debris (Agreement) between the City of Gautier (City) and Thompson Consulting Services, LLC (Thompson), dated August 27th, 2014, the term of the agreement is subject to extension for two (2) additional one (1) year periods. Please consider this letter as Thompson's formal request to exercise the second (2nd) option to extend the term of the Agreement with the City through August 26, 2018 under the same rates, terms, and conditions provided for in our Agreement.

Based on market conditions, Thompson is confident that the rates, terms, and conditions in our existing Agreement offer an excellent value to the City if our services are required. Thompson would be honored to continue to serve as your disaster debris monitoring services provider and stand prepared to exceed the service expectations that the City has established.

Respectfully Submitted,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

CITY OF GAUTIER DISASTER DEBRIS MONITORING CONTRACT

CONTRACT FOR DEBRIS MONITORING IN PREPARATION FOR HURRICANE/DISASTER DEBRIS

This Contract is made and entered into effective the 27th day of August 2014, by and between the City of Gautier, Mississippi, a municipal corporation (hereinafter "City"), and Thompson Consulting Service, (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to be prepared to respond in the most timely manner possible to monitor the removal of the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster, it is necessary to engage the services of a contractor prior to actual landfall of a storm or declared disaster;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I. BACKGROUND

The City of Gautier, Mississippi, (the CITY), requires the services of a monitor to support the oversight and management of debris recovery contractors, as well as the compilation and organization of documentation necessary for the CITY to obtain reimbursement for expenditures on debris removal and monitoring from federal and state agencies. MONITOR will provide a range of related services including training and other services as needed and ordered by the CITY. Other services may include, if required by the CITY, facilitating communication with the Federal Emergency Management Agency (FEMA), the Mississippi Emergency Management Agency (MEMA), the State of Mississippi and other federal and state agencies. This scope is to prequalify firms as a pre-event contract for a contract period of 2 years, with an option to extend the contract on a yearly basis for up to two additional years.

II. SCOPE

A. GENERAL

Upon notification by the CITY to proceed, the MONITOR will provide the workers to fill the positions identified in the Monitoring Contract in sufficient numbers to perform the services required herein. In addition to other services specified herein, MONITOR shall:

1. Work with the CITY's emergency operations staff in the event a hurricane storm track is anticipated to make landfall.
2. Monitor services of "70 Hour Push" debris contractor should the severity of a storm require the services of a contractor to "push" debris aside to clear major roads;

3. Monitor debris removal contractors' progress and make recommendations to improve efficiency and speed up recovery work.
4. Assist with identification of eligible debris and issue a load ticket to debris loading crews.
5. Assist the CITY with responding to public concerns and comments if requested by the CITY.
6. Notify the CITY of non-compliance with contracts by any debris removal contractor.

B. BASIC SERVICES.

Field services provided by MONITOR include:

1. Preparation and reproduction of trip tickets in a format designated by the CITY;
2. Hiring and training of all personnel for positions needed to perform the monitoring contract;
3. Pre-measure truck capacity and assign truck number to each contractor vehicle that is hauling debris to disposal sites. A log of truck measurements will be submitted to the CITY for filing with state and federal agencies;
4. Reviewing the amount and type of debris loaded by each debris removal contractor at each point of loading;
5. Issuing properly and accurately filled out trip tickets at the point of loading for each loading site of each debris removal contractor;
6. Evaluating each truck as it arrives at the debris disposal site, and accurately and completely filling out and verifying trip tickets for each such truck for each debris removal contractor.

Other services provided by MONITOR include:

1. Measure and record the truck capacity on truck measurement logs.
2. Log debris volumes in a digital format (ex. Microsoft Excel). Data to be tracked includes date, contractor, disposal site, trip ticket number, capacity, load rating, actual yards, location of debris, and type of debris;
3. Track first pass debris as Federal Aid route, or Non Federal Aid route, to protect reimbursement from FEMA and FHWA.
4. Compare truck capacity on trip ticket with measured truck volume to identify any errors.
5. Provide debris volume reports to the CITY, and as requested by FEMA/MEMA;
6. File original tickets by numerical order, by Contractor, by day and by disposal site to be submitted to the CITY for record keeping;
7. Verify hours that equipment and personnel are utilized by "70 Hour Push" debris contractor, if such contractor is utilized by CITY.

C. PROJECT MANAGEMENT

MONITOR will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 9:00 a.m. to the CITY Project Manager. Each daily report submitted will contain the following minimum information:

1. Contractor name;
2. Progress by area and estimations of total quantities remaining, including time to completion;

3. Submission of trip tickets within two days sorted by numerical order, by Contractor, by day and by disposal site.

Additional written reports may be requested by the CITY which shall document the debris contractors' activities and progress from the previous report and cumulatively for each Contractor. Each such additional report submitted will contain such information as may be requested by the CITY.

MONITOR shall review Contractor pay requests and make a recommendation to the City in regards to the accuracy and completeness of the invoice and payment recommendation. Each invoice should be coded with the correct Project Worksheet number to expedite the CITY'S reimbursement.

D. RECORD RETENTION

MONITOR shall collect and retain all documentation which it utilizes in the performance of the Monitoring Contract, including but not limited to, all such documentation that may be required by FEMA in order to process reimbursement requests by the CITY.

E. MEETINGS AND COMMUNICATIONS

Open, timely conversations and written documentation are significant actions to provide successful completion of the debris removal contracts. Throughout the execution of the contracts, MONITOR will meet with CITY representatives as directed by and coordinated with the CITY. MONITOR will attend a conference for the debris recovery contractors, if so directed by the CITY, and will attend regular progress and coordination meetings, as appropriate.

MONITOR shall attend City Council Meetings, as requested, to directly respond to public comments, public records requests, or City Council questions as they relate to the progress or issues with the debris removal project.

MONITOR shall attend meetings conducted by MEMA and/or FEMA as requested by the City. MONITOR shall provide assistance to the CITY and or MEMA/FEMA in completing all Project Worksheets necessary for reimbursement. Monitor will generate reports to support the questions and reimbursement as necessary.

F. FIELD MONITORING

The MONITOR shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:

1. __1__staff per debris disposal site
2. __1__staff per debris loading site or crew

In the event the "70 Hour Push" debris contract is activated by the CITY, the MONITOR and the

CITY shall co-ordinate assignment of personnel to each applicable location, and the CITY shall have the option of assigning CITY personnel to some or all of the debris sites.

G. QUALITY CONTROL

The MONITOR shall:

1. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs, separated by Federal Aid/Non-Federal Aid routes for First Pass debris removal efforts;
2. Inspect means and methods to measure and record work and recommend changes that may be needed;
3. Recommend stopping work in progress that is not being performed or documented in the appropriate manner;
4. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
5. Check work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received;
6. Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate;
7. Maintain digital photo documentation of recovery work on a weekly basis.

H. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The MONITOR will work closely with the Contractor, CITY and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to assist with obtaining necessary permits, licenses, and certificates, if requested. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. Environmental Permits - Asbestos/lead paint abatement, construction permit, demolition permits;
2. Clean Air Act (Emissions) Permits - Burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

I. EVENT CLOSURE

MONITOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, MEMA and any other applicable agency for disaster recovery efforts by CITY staff and designated debris removal contractors, as requested by the City. The MONITOR will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

III. SCHEDULE

MONITOR will provide continuous services for the period specified in the Monitoring Contract. MONITOR will mobilize a staff of sufficient size to adequately monitor debris removal operations.

J. Payment to the Monitor

Monitor will provide the services as defined in this Scope based on an hourly rate schedule, as provided in the Fee Table. These hourly rates will include all expenses, as no direct expenses will be included in this contract, unless authorized by separate Addendum to this contract.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR"

By: ______________________

Title President

CITY OF GAUTIER, MISSISSIPPI

By: ______________________
MAYOR, CITY OF GAUTIER

ATTEST: ______________________
CITY CLERK

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Approval of Brownfields Grant – Goodwyn, Mills & Cawood Contract Amendment**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Approval to amend the contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program. The amendment will add Planning/Economic Visioning for up to three sites that have been assessed and cleared under the brownfields program. It will add $10,000.00 to the not to exceed amount.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract amendment with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program is hereby approved.

IT IS FURTHER ORDERED that the amendment will add Planning/Economic Visioning for up to three sites that have been assessed and cleared under the brownfields program. It will add $10,000.00 to the not to exceed amount.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/11/2017
Subject: Approval of Brownfields Grant- Goodwyn, Mills & Cawood Contract Amendment

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REQUEST:
The Grants & Projects Administrator requests approval to amend the contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program.

BACKGROUND:
EPA's Brownfields Program provides funds to empower states, communities, tribes and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites. A brownfield site is defined as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products, or is mine-scarred land."

Assessment grant funding is used to inventory, characterize, assess, and conduct planning (including clean-up planning) and community involvement related to brownfield sites. On August, 14, 2014, Gautier was awarded a $400,000 Brownfields Assessment grant with a project period of 10/01/14 through 09/30/2017. This grant requires no local match. City Council approved the selection of Goodwyn, Mills & Cawood, Inc. as the City's Environmental Consultants at the November 4, 2014, City Council meeting.

DISCUSSION:
An amendment is required to widen the scope of work related to this project. The original contract included the following services: Project Management and Reporting, Community Involvement/Engagement, Site Inventory and Assessments, and Evaluation and Cleanup Planning with a total amount not to exceed $361,000 over the three-year grant period. This amendment will add Planning/Economic Visioning for up to three sites that have been assessed and cleared under the brownfields program. It will add $10,000 to the not to exceed amount.

RECOMMENDATION:
The Grants & Projects Administrator recommends approval to amend the contract with Goodwyn, Mills & Cawood, Inc. for Environmental Consultant Services related to the City's federally funded Brownfields Assessment Program as outlined above.

The City Council may:
1) Approve the Contract Amendment with Goodwyn, Mills & Cawood, Inc. as presented; or
2) Not approve the Contract Amendment with Goodwyn, Mills & Cawood, Inc. for the services listed above.

ATTACHMENTS:
1. Contract Amendment

GMC

Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

Exhibit A: Scope of Work
Gautier Brownfield Redevelopment Opportunity

Outlined below is a process that we feel will be effective to identified future uses and help to visualize the potential development of those site.

1. ***Cursory review of sites.*** Our GMC planning and design team will review the identified brownfield sites based upon previous work in the City. Our review will include developing an understanding of the identified sites in context to their location, surrounding uses, future city plans, and future potential uses as the highest and best value. The City will select up to three sites, to be determined, for this project.

2. ***Engagement.*** As part of the planning and design process for the sites, the GMC team will work with the City to identify stakeholders to engage and discuss local needs. As part of this discussion, future redevelopment expectations will be outlined as to the highest and best use of the properties. The stakeholders should include those with knowledge of the sites, context in the community, and needs of the community. Final decision of those stakeholders should be made following the section of the site for further in-depth planning and design.

3. ***Final visual documents.*** Our GMC planning and design team will prepare a final deliverable for each of the identified brownfield sites. Sites will have documentation that includes the understanding of each site in context with the location and surrounding uses. In-depth planning and design will also generate illustrative graphics to display and marketing purposes.

Our planning and design team anticipates to complete the previously outlined steps on three sites within Gautier. The not to exceed fee for this work is $10,000 with the project to be completed on or before September 30, 2018. Thank you for the opportunity to submit the proposal to the City of Gautier.

Sincerely,

Brandon Bias, AICP, LEED Green Associate
Community and Regional Planner

AMENDMENT TO AGREEMENT BETWEEN CITY OF GAUTIER AND GOODWYN, MILLS & CAWOOD, INC. FOR ENVIRONMENTAL ASSESSMENT

Professional Services: Community Planning Addition

WHEREAS, on or about January 20, 2015, Goodwyn, Mills & Cawood, Inc., an Alabama corporation (**"GMC"** or **"Environmental Assessor"**) and the City of Gautier, Mississippi, (**"City"**) entered into a contract for environmental assessments and other Brownfield work in the City of Gautier, and

WHEREAS, the City requires community planning for three (3) environmental assessment sites which were subject to a Brownfield review, and

WHEREAS, GMC holds itself out to be skilled and capable of performing professional services in the form of community planning for such environmental assessment sites,

NOW, WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

GMC shall perform community development planning of three (3) environmental assessment sites that were a part of related Brownfield work in the City of Gautier, Mississippi in accordance with the Expanded Scope of Work as approved by the City of Gautier and the US EPA Region 4.

GMC shall perform such work subject to the following terms:

1. Community Planning after Assessment. GMC shall complete all community planning activity and associated work as specified in GMC's Scope of Work, a copy of which is attached hereto as **Exhibit A** and incorporated by reference as if set out fully herein.

2. **Project**. The project for which the community planning and assessment work shall be performed is the City of Gautier Brownfields Assessment Project, in Gautier, Mississippi.

3. **Time of Performance**. GMC shall proceed with the assessment in a diligent manner and shall substantially complete the scope of work within a reasonable period of time for completion by September 15th, 2017. The project goals are outlined in the Scope of Work. The timeline will commence at the time this agreement is signed by both parties.

4. **Payment Price**. Owner shall pay GMC for completion of the planning work in accordance with GMC's amendment shall be for a cost not to exceed $10,000.

5. **Payment Terms**. GMC shall submit application for payment and an invoice to the City upon project completion. City shall process and remit payment to GMC within thirty (30) days of receiving the invoice. If GMC does not receive payment within thirty (30) days, the outstanding invoices shall bear an interest rate of ____1_% per month.

6. **Commencement of Contract**. GMC shall begin planning and development work immediately upon the execution of this agreement.

7. **Availability of Site and Other Lands**. Owner shall furnish and assist in providing GMC access to (a) all lands, including the site of the project and rights-of-way and easements for access thereto, and (b) such other lands and facilities that are designated or required for the use of GMC, including but not limited to such off-site lands and facilities as are reasonably necessary to conduct planning activity.

8. **Existing Conditions**.

a. The City represents that it has fully disclosed to GMC any information that the City knows or has reason to suspect concerning the existence of contaminants at the project sites. For purposes of this agreement, "**Contaminant**" shall mean any substance or material that is regulated by laws or regulations to protect the public health or the environment due to its characteristics or as a result of its quantity or both. A contaminant may include, but is not limited to the following: asbestos, hazardous substances, hazardous wastes, PCBs, petroleum, or radioactive materials.

b. The City acknowledges that GMC may have legal obligations with respect to public health and safety and will cooperate with GMC to help ensure compliance with these obligations.

c. GMC shall periodically advise the City of the presence and condition of Contaminants encountered at the project.

d. If GMC discovers or identifies conditions for which it reasonably believes that the City is legally required to provide notice to a public agency, it shall so advise the City and give the City the first opportunity to provide such notification. In any event, GMC shall have the right to report the presence of any Contaminant to public agencies having jurisdiction if it reasonably believes that it is required by law to do so.

e. The parties acknowledge and understand that the presence of Contaminants and other potentially hazardous conditions at the site were not caused by or the responsibility of GMC, and neither this agreement or any other document transfers any legal responsibilities for such conditions from the City to GMC.

9. **Differing Site Conditions**. GMC shall promptly, and before the conditions are disturbed, give written notice to the City of:

a. Subsurface or latent physical conditions at the site which differ materially from those indicated in any initial investigations;

b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by **Exhibit A**; or

c. The presence of Contaminants, contaminated areas or contaminated resources not disclosed in this agreement in existence as of the date of receipt of the proposal.

10. **GMC's Responsibilities; Standard of Care**.

a. GMC shall perform all services under this agreement with the care and skill ordinarily used by members of GMC's profession practicing under like and similar conditions at the same time and locality.

b. GMC makes no representation, warranty, or guarantee, expressly or impliedly, as to its findings, recommendations, plans, specifications, drawings, or professional judgment or advice except as provided for in paragraph 10(a).

c. The City acknowledges that compliance with the standard of care is not an assurance that all risks applicable to the City in connection with the project have been identified and managed.

d. GMC shall supervise, inspect and direct assessment relating to GMC's scope of work with the standard of care as set forth herein. GMC shall be solely responsible for the means, methods, techniques, sequences and procedures employed by it to perform the scope of work. Additionally, GMC planners will utilized the information provided in the assessments to develop a conceptual drawing of potential reuse of the identified property at the list of 3 sites, selected by the City of Gautier.

11. **Emergencies**. In emergencies affecting the safety or protection of persons or assessment work or property at or adjacent to the sites, GMC shall act to prevent threatened damage, injury or loss. GMC shall give the City prompt written notice if GMC believes that any significant changes in the assessment scope of work or variations from the scope of work have been caused thereby or are required as a result thereof.

12. **Indemnification**. GMC shall indemnify and hold the City harmless from and against all claims, costs, losses and damages, including reasonable attorney fees, arising out of or related to the GMC's failure to meet the standard of care as defined herein, provided that: (1) any such claim, costs, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and (2) such obligation shall apply only to the extent such claim, cost, loss or damage is caused by any negligent act or omission of GMC or any of its subcontractors, engineers, suppliers, or any other individual or entity for whose acts GMC is liable.

13. **Termination**. The City may, after giving thirty (30) day's written notice to GMC, terminate this agreement but only if GMC fails to perform the services according to this agreement. GMC may, after giving thirty (30) day's written notice to the City, terminate this agreement, but only if (a) the City fails to pay GMC for a period of time longer than 90 days; or (b) the scope of work is suspended for more than 90 days through no fault of GMC.

14. **Dispute Resolution**. The City and GMC shall commence all claims, disputes, causes of action or other matters, whether in tort, contract or otherwise, against the other arising out of or related to this Agreement in accordance with the following:

- Any claim, dispute, causes of action or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to litigation. The parties shall select one mediator to conduct the mediation, with such mediation to take place in Jackson County, Mississippi, unless the parties agree to a different location. The parties shall bear the mediator's fee and any other fees related to the mediation equally.
- If the parties do not resolve a dispute through mediation, the parties may pursue all legal remedies available. Any litigation related to the subject matter of this contract amendment must be instituted in Jackson County, Mississippi.

15. **Consequential Damages**. Consequential damages will be limited as dictated by Mississippi law.

16. **Governing Law**. The laws of the State of Mississippi shall govern all matters arising under this Agreement.

17. **Binding Effect**. GMC and the City, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither GMC nor the City shall assign this Agreement without the written consent of the other.

18. **No Intended Third Party Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against GMC or the City, and the parties mutually represent there are no third party beneficiaries to this Agreement.

19. **Confidential Information**.

(a) If GMC or the City receives information specifically designated by the other party as "confidential" or "proprietary", the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for each applicable Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

(b) This provision shall not apply to any information (1) which is or was generally available to the public from sources other than GMC or the City, and their respective representatives, (2) is or becomes available to GMC or City from a third party which is not known by GMC or City to be subject to a confidential agreement with the other party, (3) is already in the possession of GMC or City or developed by GMC or City without reference to any information, or (4) which GMC or City become obligated to disclose by any law, regulation or judicial process.

20. **Modification**. No amendment or modification of this Agreement, or any Task Order, will be effective unless it is in writing and signed by the parties.

21. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements or policies relating thereto.

22. **Severability**. If any provision of this Agreement is unenforceable to any extent, the remainder of the agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

The parties are signing this Amendment Agreement on the date stated in the introductory clause.

Signed: For the Consultant For the City

Date:

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Authorization of Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-80100**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization to enter into a Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional services right-of-way acquisition for the Martin Bluff Road Widening Project. A new contract is required to resume work and receive reimbursements from MDOT. The not to exceed amount will not increase. The Real Estate Service Contract with ROW Technology, Inc. is contingent on MDOT approval.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional Services for right of way acquisition for the Martin Bluff Road Widening Project is hereby authorized. The Real Estate Service Contract with ROW Technology, Inc. is contingent on MDOT approval.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	07/11/2017
Subject:	Authorization of Right-of-Way Real Estate Services Contract for Martin Bluff Road Widening Project: STP-9194-00(001)LPA/105069-801000.

REQUEST:

The Grants & Projects Administrator requests authorization to enter into a Real Estate Services Contract with Right of Way (ROW) Technology, Inc. and its proposed subcontractors to provide professional services for right-of-way acquisition for the Martin Bluff Road Widening Project.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The City advertised in November 2013 for professional services for Right of Way Appraisal and Review Appraisal Services, Legal Services, and Acquisition Agent Services. City Council selected ROW Technology, Inc. to provide these services at the March 18, 2014, City Council meeting according to MDOT and FHWA Consultant Selection Process requirements.

DISCUSSION:

The original contract with ROW Technology expired Dec. 31, 2016. A new contract is required to resume work and receive reimbursements from MDOT. The not-to-exceed amount will not increase.

RECOMMENDATION:

The Grants & Projects Administrator recommends that City Council authorize entering into the Real Estate Service Contract with ROW Technology, Inc. for services outlined above, contingent on MDOT approval.

The City Council may:
1) Approve the Real Estate Services Contract with Right of Way Technology, Inc. as presented; or
2) Not approve the Real Estate Services Contract with Right of Way Technology, Inc. for the services listed above.

ATTACHMENTS:

1. Proposed Contract

REAL ESTATE SERVICE CONTRACT

Martin Bluff Road Widening Project
Project No. ***STP-9194-00(001)LPA/105069-801000***
Jackson County

This CONTRACT, is made and entered into by and between the ***City of Gautier***, a body Politic of the State of Mississippi (the "LPA"), and ***Right of Way Technology, Inc.*** (the "CONSULTANT"), a ***Mississippi Corporation*** duly registered to do business in the State of Mississippi, whose address for mailing is ***593 Risher Road, Carthage, Mississippi 39051***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform appraisal, appraisal review, acquisition, relocation, property management, and title services, as provided for in Project No. ***LPA/105069-801000,*** hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

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

WHEREAS, the PROJECT began under a separate contract between the LPA and the CONSULTANT (signed on 7/21/15), and due to expiration of the term of that Contract, this CONTRACT is required to finish the remainder of the SERVICES; and,

WHEREAS, the CONSULTANT herein was chosen pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, and found satisfactory;

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

ARTICLE I. GENERAL RECITALS

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

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

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

CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until the LPA issues a written **Letter of Acceptance (LOA)** at which time this CONTRACT shall absolutely and finally terminate. However, the CONSULTANT may not begin work **prior to receiving a written Notice to Proceed**.

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

ARTICLE IV. TIME OF PERFORMANCE

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

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

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost per parcel basis as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being appraisal, acquisition, relocation assistance, and property management, shall become eligible for payment following the appropriate determination by the LPA of the following (if applicable):

(1) For Appraisal fees:

Completion of the Appraisal and acceptance of the appraisal by the LPA. "Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee. Completion and recommended approval of the appraisal by the Project Review Appraiser and establishment of the amount believed to be just compensation by the agency official constitutes acceptance of the appraisal.

(2) For Review Appraisal fees:

Completion of the Review Appraisal and acceptance of said appraisal by the LPA. "Review Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee. Establishment of the amount believed to be just compensation by the LPA constitutes acceptance of the Review Appraisal.

(3) For Acquisition fees:

For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" or "Additional Interests" shall be completed at fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings. Acquisition fee will be invoiced upon receipt of Right of Entry and notification from LPA. Approval of written documentation and reports required and based on the LPA determination of the time and effort expended by the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s).

(4) For Relocation Assistance fees:
Documentation that the displaced individual(s) has/have vacated the displacement site and the Relocation Assistance file has been accepted as closed by the LPA. The LPA may choose to pay the CONSULTANT up to 50% of the stated price for that parcel once the Relocation offer has been made. The LPA may then pay the CONSULTANT the final 50% of the stated price for that parcel once the CONSULTANT completes all additional relocation and relocation assistance as deemed appropriate by the LPA.

(5.) For Property Management fees:
Property Management fees shall be paid on a per parcel basis for the satisfactory completion of the tasks outlined in the Property Management Inventory and Asbestos Abatement and Demolition sections of Exhibit 2.

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

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

C. Record Retention

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

D. Retainage

The LPA may retain the final 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination/completion of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

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

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

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

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

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

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

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

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

The CONSULTANT **MAY NOT** begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the maximum not to exceed amount of the contract, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this

CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.

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

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

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

(1) cancel the stop work order; or

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

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:
Paula Yancey
City Manager
3330 Highway 90
Gautier, MS 39553
Telephone: **(228) 497-8000**
Facsimile:
E Mail: **pyancey@gautier-ms.gov**

For Technical Matters:
April Havens
Grants and Projects Manager
3330 Highway 90
Gautier, MS 39553
Telephone: **(228) 497-8000**
Facsimile:
E Mail: **ahavens@gautier-ms.gov**

CONSULTANT:

For Contractual Matters:
Mark Dye
President
593 Risher Road
Carthage, MS 39051
Telephone: **{(601) 650-0800**
E Mail: **mrdye@me.com**

For Technical Matters:
Mark Dye
President
4347 Old Spanish Trail
Gautier, MS 39553
Telephone: **(228) 229-7477**
E Mail: **mrdye@me.com**

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of ______________, 20___.

City of Gautier, Mississippi

____

City Manager, Paula Yancey

WITNESS this my signature in execution hereof, this the ____day of, ______________, 20___.

Right of Way Technology, Inc.

BY:________________________________

Mark Dye

ATTEST:___________________

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority

2. General Scope of Work and Common Specifications

3. Fees and Expenses

4. Sample Invoice

5. Notice to the CONSULTANT

6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters

7. Certification of LPA

8. {*This Exhibit was intentionally left blank*}

9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

Insert the Specific Scope of Work here

{NOTE: SCOPES OF WORK MUST BE DETAILED – INCLUDE TERMINI}

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

{THE LPA MUST CONTACT THE MDOT ROW DISTRICT COORDINATOR FOR ASSISTANCE IN THE DEVELOPMENT OF PROJECT SCOPE OF WORK}

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, or all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay). All Direct costs shall be substantiated with supporting documentation in accordance with the MDOT State Travel Handbook All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor-Hour rate as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain appraisal pre-trial and trial testimony). The Labor-Hour rate shall be established in the Rate Table of Exhibit 3. Labor Hour rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Labor Hour rates shall not exceed those rates established in the Rate Table of Exhibit 3.

Unit-cost rates as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit, as well as any other associated expenses. The Unit-Cost rates shall be established in the Rate Table of Exhibit 3. Unit-cost rates are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the services in the CONTRACT. The Unit-cost rates shall not exceed those rates established in the Rate Table of Exhibit 3.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

{LPA MUST CONTACT MDOT ROW DISTRICT COORDINATOR FOR ASSISTANCE/REVIEW OF FEE SCHEDULE}
MAXIMUM ALLOWABLE COST

The CONSULTANT shall not exceed the "Cost per Parcel/Unit/Hour" Rate established for this Rate Table identified below. The "Est. No. of Parcels/Units" are estimates only and may be modified upon the LPA's approval; however, the Maximum Not to Exceed Amount shall not be exceeded.

Appraisal/Appraisal Review Phase	**Estimated No. of Parcels/Units**	**Cost per Parcel/Unit**	**Total Cost**
Original Appraisal Report			
Unimproved	__________	__________	__________
Improved	_____2_____	__$2,000__	__$4,000__
Complex	_____2_____	__$5,000__	_$10,000__
Specialty Report	__________	__________	__________
Excess Property	__________	__________	__________
Revised Appraisal Report	_____1_____	% of Original Fee	_____$350__
Original Appraisal Review Report			
Field/Desk Review	__________	__________	__________
Desk Review Only	__________	__________	__________
Memorandum	__________	__________	__________
Revised Appraisal Review Report	_____1_____	% of Original Fee	_____$250__
Eminent Domain Phase			
Original Appraisal for Court			
Unimproved	_____1_____	__$1,000__	_$1,000___
Improved	_____1_____	__$1,500__	_$1,500___
Complex	_____1_____	__$2,500__	_$2,500___
Specialty Report Update	__________	__________	__________
Revised Appraisal for Court	__________	% of Original Fee	__________
Pre-trial Preparation and Trial Testimony	_50 hrs.	$__95 /hr.	_$4,750___
Review Appraisal for Court			
Field/Desk Review	__________	__________	__________
Desk Review Only	__________	__________	__________
Memorandum	__________	__________	__________
Field Review of ROW Plans			
Phase I – Attend Field Review	______ hrs.	$______/hr.	__________
Phase II – Prepare Field Review Report	__________	__________	__________
Phase III – Prepare Field Review Report Update	__________	__________	__________

Provide Technical Appraisal Assistance to ROW Administration	_____ hrs.	$_____/hr.	_________

NOTE: *All Direct Costs are subject to expenses as outlined in the MDOT State Travel Handbook*

DIRECT COSTS

ESTIMATED TOTAL =
$0.00___________________

NOTE: The Consultant shall attach a breakdown of how they arrived at the estimated total direct expenses at the back of this contract.

Eminent Domain Attorney	150 hrs	$110/hr	$16,500
Acquisition and Project Management			
With Improvements	13	$3,500	$45,500
Without Improvements	14	$3,500	$49,000
Relocation Assistance			
Residential	17	$5,000	$85,000
Business/Non-Profit	14	$5,000	$70,000
Misc./Personal	2	$1,800	$3,600
Title and Closing			
First Title Certificate and Deeds	6	$450	$2,700
Update Title Certificate and Deeds	5	$150	$750
Final Title Certificate	27	$100	$2,700
Closing/Disbursement/Recording	27	$250	$6,750
Title and Curative Attorney	47 hrs	$175/hr	$8,225
Property Management			
Initial Asbestos Inspection	20	$250	$5,000
Property Management Inventory	20	$250	$5,000

TOTAL MAXIMUM NOT TO EXCEED AMOUNT

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $325,075.00 (Total of all Charges) without the prior written consent of both parties.

EXHIBIT 4

SAMPLE COVER SHEET FOR CONSULTANT INVOICE (Summary)
[Labor-Hour/Unit Cost]

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here}   DATE:

ATTENTION:

INVOICE NO. 0000*
PERIOD __________, 20___ THROUGH __________, 20___
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED________________________________, 20___, AS RELATES TO
PROJECT NO. _________________ IN________________ COUNTY. HIGHWAY______.

CONSULTANT:________________________
CUSTOMER NUMBER 0000000000   FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000   FMS NUMBER 000000-000000LPA

Appraisal/Appraisal Review Phase	**CURRENT AMOUNT**	**PREVIOUS AMOUNT**	**TOTAL ALLOWED TO DATE**
Original Appraisal Report			
Unimproved			
Improved			
Complex			
Specialty Report			
Excess Property			
Revised Appraisal Report			
Original Appraisal Review Report			
Field/Desk Review			
Desk Review Only			
Memorandum			
Revised Appraisal Review Report			
Eminent Domain Phase			
Original Appraisal for Court			
Unimproved			
Improved			
Complex			
Specialty Report Update			

Revised Appraisal for Court			
Pre-trial Preparation and Trial Testimony			
Review Appraisal for Court			
Field/Desk Review			
Desk Review Only			
Memorandum			
Field Review of ROW Plans			
Phase I – Attend Field Review			
Phase II – Prepare Field Review Report			
Phase III – Prepare Field Review Report Update			
Provide Technical Appraisal Assistance to ROW Administration			
DIRECT COSTS			
TOTAL			

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.

Sample Invoice by Parcel Unit Cost /Hourly Rate

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here} DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000*
PERIOD _________, 20___ THROUGH __________, 20___
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED______________________________, 20___, AS RELATES TO
PROJECT NO. ________________ IN_______________ COUNTY. HIGHWAY______.
CONSULTANT:______________________

Services Rendered under this Invoice:		**{Appraisal, Review Appraisal, Acquisition, Relocation, Property Management, or Eminent Domain}**		
Parcel No.	**No. of Units**	**Unit Fee**	**Type of Work****	**Total**
		$		**$**
		$		**$**
		$		**$**

AMOUNT DUE THIS INVOICE: **$**

NOTE:
1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.
4. ** Specify "Type of Work" as denoted in Function list of Rate Schedule in Exhibit 3.

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

   Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as the MDOT deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (l)(b) of this certification;

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL,"Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into

this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $25,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for LPA, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement, or

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this______ day of ____________________, 20____.

Right of Way Technology, Inc.

BY: ___________________________________

Mark Dye

ATTEST: _______________________

My Commission Expires: ___________________________

Notary

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ______day of ___________, 20__.

LPA ____

City of Gautier, Mississippi

____

Paula Yancey, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation LPA [MTC], Department of Employment Security, State Tax LPA, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program***** operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

____
EEV***** Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_______________________________________ ______________________________
Authorized Officer or Agent | Date

____________________________________ ____
Printed Name of Authorized Officer or Agent | Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of ______________________, 20_____.

____
NOTARY PUBLIC
My Commission Expires: __________________

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Discussion of Agenda Process**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Discussion of agenda process.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Approval of Docket of Claims**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000 ext. 309**

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

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

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

Docket of Claims

Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	172291	07/18/2017	07/05/2017			743.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	FUEL HOSE, SLEEVE	42067	06/22/2017		46.25
001-100-639	BATTERY:POLICE DEPT GENERATOR	42076	06/07/2017		196.19
001-161-639	BATTERY: FIRE STN GENERATOR	42077	06/07/2017		142.95
001-100-639	SUPPLIES:POLICE DEPT GENERATOR	42078	06/08/2017		150.32
001-100-570	BRAKE ROTOR (2): DODGE CHGR	42110	06/20/2017		79.90
001-161-638	PARTS (3): E4	42113	06/29/2017		48.36
001-100-570	BRAKE ROTOR (2): U #65	42122	06/28/2017		79.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	172294	07/18/2017	07/05/2017			516.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	PARTS (24): WEED EATER	86889	06/14/2017		183.00
001-170-639	CARBURETOR	86894	06/15/2017		65.00
001-170-639	RECOIL, IGNITION COIL	87282	06/27/2017		110.00
001-170-639	RECOIL ASSY, FUEL TANK	87284	06/24/2017		92.00
001-170-639	CARB,FUEL LINE,FILTER,GROMMET	87296	06/29/2017		48.00
001-170-639	SAW BLADE (2)	87297	06/28/2017		18.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA UTILITIES	172295	07/18/2017	07/05/2017			34.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	1876822	06/29/2017		17.47
001-161-630	SOUTH FIRE STN	1877001	06/29/2017		16.77

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	172296	07/18/2017	07/05/2017			1,475.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	JUL 2017 COURT SUPPORT	1-41101	07/03/2017		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	172297	07/18/2017	07/05/2017			119.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	901077	07/01/2017		119.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLENS TIRE AND WHEEL	172298	07/18/2017	07/05/2017			216.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	PATCH TIRE: U #34	170855	06/05/2017		25.00
001-100-638	DISMOUNT/MOUNT/BAL (2): U #10	170855	06/13/2017		53.00
001-100-638	PATCH TIRE: U #49	170855	06/23/2017		25.00
001-170-639	MOWER TIRE, MOUNT: EXMARK	170868	06/27/2017		113.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	172299	07/18/2017	07/05/2017			235.14	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	STOP LIGHT SWITCH: U #64	1978460212	06/01/2017		17.18
001-170-639	HOSE CLAMP,GREASE,COOLANT HOSE	1978461026	06/08/2017		29.39
001-100-570	IDLER PULLEY,ANTIFRZ: U #12416	1978461635	06/14/2017		59.41
001-170-639	PCV ASSEMBLY,CIRCUIT BREAKER	197842270	06/21/2017		23.87
001-100-570	BRK CALIPER,CERAMIC PAD:U #21	1978462729	06/26/2017		105.29

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY OF GAUTIER 7M BOND ACCT	172305	07/18/2017	07/06/2017			412,959.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-900-969	BUDGETED TRX: DEBT SERVICE	08012017	08/01/2017		412,959.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	172307	07/18/2017	07/06/2017			35.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000831996	06/30/2017		35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	172308	07/18/2017	07/06/2017			129.01	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JUL 2017: #107571481	06302017	07/01/2017		129.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	172309	07/18/2017	07/06/2017			1,428.78	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	A/C OIL, DRIER: E2	263056	06/03/2017		37.03
001-100-570	WATER PUMP: U #15809	263107	06/03/2017		42.00
001-100-570	BATTERY: U #15809	263106	06/03/2017		99.00
001-100-570	THERMOSTAT, GASKET: U #15809	263104	06/03/2017		14.86
001-100-570	BATTERY: U #123	263080	06/03/2017		99.00
001-100-570	RIM: POLICE CAR	263079	06/03/2017		157.00
001-100-570	WHEEL: POLICE CAR	263094	06/03/2017		157.00
001-205-638	TRUCK MAINT (13): #223 & #465	263233	06/13/2017		165.62
001-100-570	THERMOSTAT: U #12416	263273	06/14/2017		14.00
001-100-570	WATER PUMP: U #12416	263267	06/14/2017		135.00
001-100-570	STRAP (4), BOLT-NUT	263288	06/15/2017		34.20
001-161-638	LIGHT: E4	263319	06/20/2017		198.00
001-161-638	PLUG,BRASS FIT,BRAKE VLV: E4	263362	06/20/2017		42.90
001-161-638	FILTER: E4	263385	06/20/2017		22.48
001-100-570	FILTER (24): POLICE CARS	263455	06/23/2017		48.00
001-161-638	BULB: E4	263529	06/29/2017		8.69
001-161-638	RADIATOR: R39	263526	06/29/2017		154.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	172314	07/18/2017	07/07/2017			1,632.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	SUPPLIES (5):CENTRAL FIRE STN	902344	05/25/2017		36.99
001-170-559	BYPASS LOPPER, FG SHOVEL	919575	05/26/2017		55.83
001-201-576	80LB CONCRETE MIX (8)	901589	05/31/2017		21.40
001-170-559	PU TOOL,CLIP(2),BLANK KEY(3)	910101	06/02/2017		37.03
001-170-559	SPRAY BOTTLE, DECK BRUSH	920452	06/02/2017		16.07
001-161-638	40CT WIRE CON KIT,TUBING: E2	903470	06/07/2017		7.30
001-170-638	CLEANING SUPPLIES: REC TRUCKS	903562	06/08/2017		46.71
001-170-634	SUPPLIES:BRIDGE @ SR CENTER	974290	06/08/2017		824.37
001-205-560	2 CU FT CYPRESS MULCH (15)	902140	06/09/2017		37.34
001-170-559	BORDER FENCING (2), T-POST (3)	920696	06/14/2017		76.86
001-170-559	GAS CAN,FLY TRAP(10),CHAIN(12)	902282	06/15/2017		78.10
001-205-560	2 CU FT CYPRESS MULCH (140)	919985	06/15/2017		348.49
001-170-559	PICKUP TOOL (4)	915696	06/16/2017		63.43
001-170-559	CRT RTN (4): PICKUP TOOL	915695	06/16/2017		-63.11
001-161-635	CIRCUIT BREAKER	903936	06/19/2017		8.97
001-161-635	CRT RTN: CIRCUIT BREAKER	903941	06/19/2017		-8.97

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	172314	07/18/2017	07/07/2017			1,632.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	FILTER (5),EXT CORD,125V CON		901089	06/22/2017			45.22
001	AIRGAS USA LLC	172320	07/18/2017	07/10/2017			196.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9946056186	06/30/2017			196.95
001	BORDIS & DANOS PLLC	172342	07/18/2017	07/11/2017			7,916.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUL 2017 RETAINER		42	07/10/2017			7,916.67
001	DIRECTV LLC	172343	07/18/2017	07/11/2017			139.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (AUG)		07132017	07/14/2017			139.07
001	FOSTERS A/C & HEATING INC	172344	07/18/2017	07/11/2017			302.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ESA CLEANING: SR CENTER		P1013559	06/30/2017			302.50
001	DEREK C MCCOY	172345	07/18/2017	07/11/2017			62.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIMB:MSFI SPRNG TRNG		06152017	06/29/2017			62.88
001	PARSLEYS PHOTOGRAPHY	172346	07/18/2017	07/11/2017			295.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	PHOTO SESSION & CD (7)		10078	07/07/2017			295.00
001	CLYDE C SCOTT INSURANCE AGENCY INC	172347	07/18/2017	07/11/2017			1,750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	SURETY RENEW: TORJUSEN		24615	06/26/2017			250.00
	001-092-625	SURETY RENEW: COLLEDGE		24617	06/26/2017			250.00
	001-092-625	SURETY RENEW: MARTIN		24618	06/26/2017			250.00
	001-092-625	SURETY RENEW: GEORGE		24619	06/26/2017			250.00
	001-092-625	SURETY RENEW: JACKSON		24620	06/26/2017			250.00
	001-092-625	SURETY RENEW: VAUGHAN		24621	06/26/2017			250.00
	001-092-625	SURETY RENEW: ANDERSON		24622	06/26/2017			250.00
001	RICK MCGARVEY	172348	07/18/2017	07/11/2017			72.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM: FIRE SERV MGT		07312017	06/30/2017			72.00
001	BRIAN KOZLOWSKI	172349	07/18/2017	07/11/2017			504.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM: FF 1001-I-II		07312017	06/30/2017			504.00
001	C SPIRE WIRELESS	172350	07/18/2017	07/11/2017			965.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	06/30/2017			150.81
	001-022-605	HR CELL PHONES		0030759348	06/30/2017			50.27
	001-040-605	ADMIN CELL PHONES		0030759348	06/30/2017			151.92
	001-090-605	PLANNING CELL PHONES		0030759348	06/30/2017			150.81
	001-090-698	IPAD SERVICE (3)		0030759348	06/30/2017			102.57

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	172350	07/18/2017	07/11/2017			965.80	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-605	FIRE DEPT CELL PHONES	0030759348	06/30/2017		169.33
001-170-605	RECREATION CELL PHONES	0030759348	06/30/1017		162.41
001-205-605	MAINT CELL PHONES	0030759348	06/30/2017		27.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172352	07/18/2017	07/11/2017			2,455.14	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP50788325	07/03/2017		86.44
001-100-525	UNL FUEL	NP50788325	07/03/2017		1,773.68
001-161-525	UNL & DSL FUEL	NP50788325	07/03/2017		357.56
001-170-525	UNL & DSL FUEL	NP50788325	07/03/2017		81.81
001-205-525	UNL & DSL FUEL	NP50788325	07/03/2017		155.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172354	07/18/2017	07/11/2017			2,121.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-525	UNL FUEL	NP50851332	07/10/2017		1,722.48
001-161-525	UNL & DSL FUEL	NP50851332	07/10/2017		209.66
001-170-525	UNL FUEL	NP50851332	07/10/2017		77.85
001-205-525	UNL & DSL FUEL	NP50851332	07/10/2017		111.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172356	07/18/2017	07/11/2017			1,426.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	06192017	06/28/2017		236.61
001-170-631	BACOT PARK 10137	06192017	06/28/2017		1,069.42
001-201-629	SIGNAL LIGHTS 10138	06192017	06/28/2017		120.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	G&K SERVICES INC	172360	07/18/2017	07/11/2017			269.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	6033842381	06/05/2017		67.49
001-205-535	MAINTENANCE	6033844436	06/12/2017		67.49
001-205-535	MAINTENANCE	6033846347	06/19/2017		67.49
001-205-535	MAINTENANCE	6033847837	06/26/2017		67.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	172361	07/18/2017	07/11/2017			3,909.67	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	TABLE,GLASS RENTALS: ART SHOW	06042017	05/30/2017		170.66
001-021-513	TRAYS,SERVING WARE: ART SHOW	06042017	06/01/2017		8.88
001-021-513	TRAYS: ART SHOW	06042017	06/01/2017		24.70
001-021-513	FRUIT & DRINKS: ART SHOW	06042017	06/01/2017		57.38
001-021-513	RED DOT STICKERS: ART SHOW	06042017	06/01/2017		8.49
001-021-513	PLASTIC TABLEWARE: ART SHOW	06042017	06/02/2017		17.35
001-021-513	FERNS (4)	06042017	06/01/2017		47.92
001-161-799	PHILIPS TV, MOUNT & SHELF	06082017	06/08/2017		442.92
001-161-681	IAFF DIST EVENT: HILL,J	07122017	06/12/2017		135.00
001-161-681	IAFF DIST EVENT: LATCH,J	07122017	06/12/2017		135.00
001-090-681	HOTEL-GRANTS CLASS: HAVENS,A	06122017	06/14/2017		91.00
001-021-681	MML CONFERENCE: CITY MGR	07242017	06/14/2017		235.00
001-001-681	MML CONFERENCE: MAYOR,W3,W5	07242017	06/14/2017		705.00
001-001-681	MML CONFERENCE: W2,AT-LG,W4	07242017	06/14/2017		705.00
001-040-559	LTO ULTRIUM DATA CARTRIDGE	06162017	06/16/2017		26.50
001-161-681	HOTEL-MFIA CLASS: MCCOY,D	06152017	06/15/2017		105.00
001-100-681	MS POLICE CHIEFS CONF: ELBIN	06202017	06/20/2017		325.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	172361	07/18/2017	07/11/2017			3,909.67	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	BINDERS,PLANNERS,DIVIDERS		06212017	06/21/2017			315.19
	001-021-513	CAKE,SUPPLIES: SWEARING IN		06262017	06/26/2017			79.88
	001-100-559	NOTARY SUPPLIES: AGUILAR		06262017	06/26/2017			134.00
	001-021-513	FISH BOWLS (20): SWEARING IN		06262017	06/26/2017			139.80
001	ALABAMA MEDIA GROUP	172363	07/18/2017	07/12/2017			18.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #17-08-RZ		0008223984	06/18/2017	170919		18.00
001	GALLS, LLC	172364	07/18/2017	07/12/2017			1,188.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	B879 LT BADGE		BC0437275	06/29/2017	170879		121.05
	001-100-559	FULL COLOR STATE SEAL 15/16		BC0437275	06/29/2017	170879		5.00
	001-100-559	GALLS BROWNE BELT		BC0434740	06/23/2017	170851		38.19
	001-100-559	SF BUCKLELESS INNER TROUSER		BC0434740	06/23/2017	170851		31.50
	001-100-559	DUTY HOLSTER LEVEL III (2)		BC0434740	06/23/2017	170851		339.98
	001-100-559	SF MKIII DEFENSE SPRAY CS (2)		BC0434740	06/23/2017	170851		57.60
	001-100-559	CUFF CASE LP 148 (4)		BC0434740	06/23/2017	170851		95.44
	001-100-559	ADJ CITATION HOLDER (2)		BC0434740	06/23/2017	170851		36.96
	001-100-559	K-FORCE DOUBLE MAG (2)		BC0434740	06/23/2017	170851		82.80
	001-100-559	2 SNAP BELT KEEPER (2)		BC0434740	06/23/2017	170851		45.00
	001-100-559	CHAIN HANDCUFFS (3)		BC0434740	06/23/2017	170851		54.00
	001-100-559	MKIII DEFENSE SPRAY (3)		BC0434740	06/23/2017	170851		42.12
	001-100-559	LAWPRO LEATHER LOOP HOLDER (3)		BC0434740	06/23/2017	170851		32.97
	001-100-559	LEA BELT (9):POLICE EXPLORERS		BC0434740	06/23/2017	170851		120.24
	001-100-559	SAM BROWNE BELT		BC0434740	06/23/2017	170851		38.19
	001-100-559	SF BUCKLELESS TROUSER BELT		BC0434740	06/23/2017	170851		31.50
	001-100-559	SHIPPING		BC0434740	06/23/2017	170851		15.50
001	TEAM ONE COMMUNICATIONS INC	172365	07/18/2017	07/12/2017			86.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ANTENNA (2): MOBILE RADIO		9020013001	06/27/2017	170927		86.00
001	MID SOUTH UNIFORM & SUPPLY INC	172367	07/18/2017	07/12/2017			1,817.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS NAVY SHIRT (11)		563960	06/29/2017	170840		475.86
	001-100-535	LS NAVY SHIRT (5)		563960	06/29/2017	170840		230.30
	001-100-535	NAVY PANT W/BLUE STRIPE (8)		563960	06/29/2017	170840		337.68
	001-100-535	NAVY PANT W/GOLD STRIPE (3)		563960	06/29/2017	170840		126.63
	001-100-535	ARMORSKIN BASE NAVY SHIRT		563960	06/29/2017	170840		46.25
	001-100-535	NAVY BRAID (11)		563960	06/29/2017	170840		46.75
	001-100-535	LT BLUE BRAID (8)		563960	06/29/2017	170840		34.00
	001-100-535	OLD GOLD BRAID (3)		563960	06/29/2017	170840		12.75
	001-100-535	SEW ON PATCH (34)		563960	06/29/2017	170840		34.00
	001-100-535	ARMORSKIN BASE NAVY SHIRT		563990	06/29/2017	170810		46.25
	001-100-535	SS NAVY SHIRT (3)		563990	06/29/2017	170810		129.78
	001-100-535	NAVY PANT W/BLUE STRIPE (3)		563990	06/29/2017	170810		126.63
	001-100-535	ARMORSKIN CARRIER LRG TALL		563990	06/29/2017	170810		89.17
	001-100-535	ARMORSKIN BASE SHIRT LRG TALL		563990	06/29/2017	170810		46.25
	001-100-535	NAVY BRAID (3)		563990	06/29/2017	170810		12.75
	001-100-535	LT BLUE BRAID (3)		563990	06/29/2017	170810		12.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	172367	07/18/2017	07/12/2017			1,817.80	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	SEW ON PATCH (10)	563990	06/29/2017	170810	10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	172369	07/18/2017	07/12/2017			83.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	BX/12 RUBBER FINGER TIP	151575	07/03/2017	170955	3.10
001-161-500	DZ GEL INK PENS	151575	07/03/2017	170955	16.95
001-092-510	CS/4 BROWN MF TOWEL (2)	151575	07/03/2017	170955	35.74
001-092-510	CS/96 TISSUE ROLL	151575	07/03/2017	170955	27.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COOPER FAMILY MED CENTER	172370	07/18/2017	07/12/2017			465.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	ACADEMY PHYSICAL: WEAVER, A	36970	07/06/2017	170947	95.00
001-100-604	EKG: WEAVER, A	36970	07/06/2017	170947	60.00
001-100-604	ACADEMY PHYSICAL: HODGES, L	36970	07/06/2017	170947	95.00
001-100-604	EKG: HODGES, L	36970	07/06/2017	170947	60.00
001-100-604	ACADEMY PHYSICAL:ALEXANDER, C	36970	07/06/2017	170947	95.00
001-100-604	EKG: ALEXANDER, C	36970	07/06/2017	170947	60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	172372	07/18/2017	07/12/2017			72.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-559	NAME PLAQUE HOLDER(2): COUNCIL	25379	06/28/2017	170948	24.00
001-090-559	NAME INSERT (4):PLANNING COMM	25419	07/06/2017	170976	48.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VERNON W DOSTER MD	172373	07/18/2017	07/12/2017			75.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	PRE-EMP DRUG SCREEN: GODWIN,T	22907	06/01/2017	170835	25.00
001-100-604	PRE-EMP PHYSICAL: GODWIN, T	22907	06/01/2017	170835	50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172374	07/18/2017	07/12/2017			1,433.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-559	25/PK SHEET PROTECTORS (7)	3343028175	06/14/2017	170894	4.55
001-001-559	CRT RTN: SHEET PROTECTORS (7)	3343127749	06/15/2017	170894	-4.55
001-022-500	100/PK BIND COVER PREPUNCH	3344218112	06/27/2017	170939	37.64
001-022-500	50/PK OVERSIZED COVERS (2)	3344218112	06/27/2017	170939	75.18
001-022-500	36/PK AA BATTERIES	3344218112	06/27/2017	170939	18.19
001-022-500	BX LEGAL CLASS FOLDER (2)	3344218112	06/27/2017	170939	75.04
001-022-500	4/PK HP 950XL CARTRIDGE (2)	3344218112	06/27/2017	170939	193.98
001-022-500	25/PK COMB BINDING SPINES (6)	3344218112	06/27/2017	170939	26.94
001-022-500	6/PK POST-IT 3X3	3344218112	06/27/2017	170939	7.14
001-022-500	BX 7IN EXP POCKET	3344218112	06/27/2017	170939	18.92
001-022-500	100/PK BIND COVER PREPUNCH	3344218113	06/27/2017	170939	37.64
001-022-500	CRT RTN: BX 7IN EXP POCKET	3344290528	06/28/2017	170939	-18.92
001-022-500	5/PK 7IN EXPAND LEGAL POCKET	3344290529	06/28/2017	170939	16.79
001-040-559	SCOTCH DUCT TAPE GREEN (3)	3341313384	05/27/2017	170826	11.70
001-040-500	3000/BX AVY LASER LABELS	3341313384	05/27/2017	170826	21.01
001-040-500	400/BX AVY LASER LABELS (2)	3341313384	05/27/2017	170826	43.16
001-040-500	CS COPY PAPER 8.5X11 (10)	3341313384	05/27/2017	170826	308.70
001-040-500	LEXMARK MS310 BLK TONER	3341313384	05/27/2017	170826	142.49
001-040-500	HP 950XL INK CARTRIDGE	3341313384	05/27/2017	170826	32.34
001-040-500	LEXMARK 501U HY TONER	3341313384	05/27/2017	170826	314.44
001-040-500	BROTHER TN450 HY TONER	3341313384	05/27/2017	170826	47.84

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172374	07/18/2017	07/12/2017			1,433.17	(CONTINUED)
001	DOORS & MORE LLC	172376	07/18/2017	07/12/2017			350.00	
001	J A DAWSON & CO INC	172377	07/18/2017	07/12/2017			453.82	
001	GRAFIX SHOPPE	172378	07/18/2017	07/12/2017			1,434.80	
001	DONNA W FOX	172379	07/18/2017	07/12/2017			395.00	
001	USCUTTER INC	172380	07/18/2017	07/12/2017			37.95	
001	FOUR SEASONS LAWN CARE LLC	172381	07/18/2017	07/12/2017			101.00	
001	OCCUPATIONAL HEALTH CENTER INC	172382	07/18/2017	07/12/2017			95.00	
001	ECONOMY BOOTS SALES & SERVICE	172383	07/18/2017	07/12/2017			300.00	

STAPLES BUSINESS ADVANTAGE DEPT ATL

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	12/PK UNIBALL PEN FINE PT	3341313384	05/27/2017	170826	14.01
001-040-500	STAPLER ONE TOUCH	3344561800	06/30/2017	170826	8.94

DOORS & MORE LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-635	REPAIR: NORTH STN DOOR #1	8981	06/30/2017	170956	175.00
001-161-635	REPAIR: NORTH STN DOOR #2	8981	06/30/2017	170956	175.00

J A DAWSON & CO INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-634	COIL SPRING (2)	16590	07/05/2017	170882	280.00
001-170-634	FREIGHT: CITY PARK	16590	07/05/2017	170882	173.82

GRAFIX SHOPPE

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-799	ULT 2004 REFL GRAPHIC KIT (2)	115361	06/29/2017	170926	926.00
001-100-799	SHIPPING: U #11, U #9	115361	06/29/2017	170926	23.80
001-100-638	ULT 2004 REFL GRAPHIC KIT	115443	07/06/2017	170960	463.00
001-100-638	SHIPPING: U #56	115443	07/06/2017	170960	22.00

DONNA W FOX

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-681	BASIC COM COURSE:WELLS,JUANITA	7/24-7/28	07/10/2017	170959	395.00

USCUTTER INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	ORACAL INTMD VINYL ROLL (4)	852851	06/28/2017	170909	27.96
001-100-559	SHIPPING	852851	06/28/2017	170909	9.99

FOUR SEASONS LAWN CARE LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	KIMBERLY FERN #5	6165	06/26/2017	170942	16.00
001-021-513	KIMBERLY FERN #3 (4)	6165	06/26/2017	170942	40.00
001-021-513	COLEUS DIPTH IN WINE (10)	6165	06/26/2017	170942	22.50
001-021-513	COLEUS WIZARD MIX (10)	6165	06/26/2017	170942	22.50

OCCUPATIONAL HEALTH CENTER INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	PRE-EMP PHYSICAL: BELL, J	121346	07/05/2017	170941	65.00
001-100-604	PRE-EMP DRUG SCREEN: BELL, J	121346	07/05/2017	170941	30.00

ECONOMY BOOTS SALES & SERVICE

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	DUTY BOOTS: GRAHAM, A	40697	05/26/2017	170785	100.00
001-161-535	DUTY BOOTS: NORTHINGTON, Z	40695	05/26/2017	170786	100.00
001-100-559	SZ DUTY BOOTS: WILLIAMS	40748	06/15/2017	170844	100.00

FUND TOTAL 1 Claims to Checks 44 Total 450,317.64 Manual Held Total 450,317.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	CREDIT CARD CENTER	172362	07/18/2017	07/11/2017			2,150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-090-681	APPLE IPAD MINI 2 32GB (5)	06082017	06/08/2017		1,950.00
160-090-681	TARGUS PROTECTION CASE (5)	06082017	06/08/2017		125.00
160-090-681	12W VEHICLE CHARGER (5)	06082017	06/08/2017		75.00

FUND TOTAL 160 Claims to Checks 1 Total 2,150.00 Manual Held Total 2,150.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	172292	07/18/2017	07/05/2017			363.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BLADES: KUBOTA		42081	06/15/2017			144.00
	176-170-639	MODULE, SWITCH: EXMARK		42084	06/16/2017			58.33
	176-170-639	BEARING, SWITCH, RELAY: EXMARK		42085	06/15/2017			58.85
	176-170-639	CS FUEL MIX, PTO SWITCH		42111	06/28/2017			68.80
	176-170-639	STARTER RECOIL ASSY:WEED EATER		42112	06/30/2017			33.50
176	AUTO TRUCK AND TRAILER PARTS INC	172312	07/18/2017	07/06/2017			117.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	DEGREASER (2)		263210	06/12/2017			16.00
	176-170-639	BOLT (6), BATTERY: JD TRACTOR		263213	06/12/2017			101.40
176	LOWES HOME CENTERS INC	172315	07/18/2017	07/07/2017			40.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	BLANK KEY (2)		909403	05/25/2017			4.63
	176-170-586	CAMPSITE REPR: LOT #5		902107	06/14/2017			18.50
	176-170-559	BUNGEE STRAP (2), ALUM PADLOCK		902314	06/20/2017			17.54
176	C SPIRE WIRELESS	172351	07/18/2017	07/11/2017			50.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	06/30/2017			50.27
176	FUELMAN OF MS	172353	07/18/2017	07/11/2017			23.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL & DSL FUEL		NP50788325	07/03/2017			23.21
176	FUELMAN OF MS	172355	07/18/2017	07/11/2017			38.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL & DSL FUEL		NP50851332	07/10/2017			38.86
176	SINGING RIVER E P A	172357	07/18/2017	07/11/2017			1,625.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	06192017	06/28/2017			1,577.56
	176-170-631	HOUSE	76855002	06192017	06/28/2017			48.16

FUND TOTAL 176 Claims to Checks 7 Total 2,259.61 Manual Held Total 2,259.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BELL AUTO PARTS INC	172293	07/18/2017	07/05/2017			693.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	GENERATOR PARTS (6):PW OFFICE		42071	06/13/2017			197.89
	400-651-581	GENERATOR PARTS (7):LARK WELL		42073	06/14/2017			157.50
	400-651-581	GENERATOR PARTS (8):PW OFFICE		42074	06/13/2017			178.43
	400-651-581	GENERATOR PARTS (9):LARK WELL		42075	06/13/2017			159.50
400	O'REILLY AUTO PARTS	172300	07/18/2017	07/05/2017			229.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	SOLAR PANEL(5):WELL GENERATORS		1978461383	06/12/2017			229.95
400	CABLE ONE INC	172301	07/18/2017	07/05/2017			92.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2017: #107663106		06162016	06/23/2017			92.96
400	CLEARWATER SOLUTIONS LLC	172302	07/18/2017	07/05/2017			177,857.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUN 2017 OPERATION FEE		GAUTIER55	07/01/2017			177,857.75
400	LOWES HOME CENTERS INC	172316	07/18/2017	07/07/2017			53.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4FT X 100FT SAFE FENCING (2)		902564	06/01/2017			53.94
400	JACKSON COUNTY UTILITY AUTHORITY	172319	07/18/2017	07/10/2017			179,768.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUL 2017 TREATMENT CHGS		109265	07/01/2017			171,281.00
	400-651-668	FY 2016 ACTUAL FLOW ADJ		109265	07/01/2017			8,487.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	172321	07/18/2017	07/10/2017			509.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6558352134	07/03/2017			509.04
400	CITY OF GAUTIER	172336	07/18/2017	07/11/2017			107,248.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUN 2017 GARBAGE PMTS		06302017	06/30/2017			107,248.51
400	AMERICAN TANK MAINTENANCE LLC	172340	07/18/2017	07/11/2017			4,427.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAINTENANCE WATER TANKS (5)		8643	07/01/2017			4,427.00
400	SINGING RIVER E P A	172358	07/18/2017	07/11/2017			4,175.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		06192017	06/28/2017			236.89
	400-651-631	LIFT STNS 17883		06192017	06/28/2017			2,473.16
	400-651-631	LIFT STNS 17884		06192017	06/28/2017			1,465.37
400	HD SUPPLY WATERWORKS LTD	172368	07/18/2017	07/12/2017			281.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2 X 6 COLLAR LEAK		H357730	06/20/2017	170563		78.56
	400-651-583	RING ONLY		H333734	06/22/2017	170890		94.87

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HD SUPPLY WATERWORKS LTD	172368	07/18/2017	07/12/2017			281.12	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	SEWER COVER		H333734	06/22/2017	170890	107.69	
400	MICRO METHODS INC	172371	07/18/2017	07/12/2017			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	COLIFORM SAMPLE: LARK WELL #1		1706545186	06/29/2017	170950	75.00	
	400-651-667	COLIFORM SAMPLE: LARK WELL #1		1707047186	07/06/2017	170950	75.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	172375	07/18/2017	07/12/2017			57.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	4/PK EPSON T220 CARTRIDGE		3344561809	06/30/2017	170951	52.29	
	400-651-500	200/CT ASST MAP PINS (2)		3344561809	06/30/2017	170951	5.36	
400	LYMAN WELL COMPANY	172384	07/18/2017	07/12/2017			7,030.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	20HP CENTRIPRO MOTOR		17810	06/23/2017	170944	2,200.00	
	400-651-581	21' OF 3" BLACK TNC PIPE		17810	06/23/2017	170944	250.00	
	400-651-581	160' #6 FLAT JACKETED W/GROUND		17810	06/23/2017	170944	640.00	
	400-651-581	3" 80DI FLOWMATIC CHECK VALVE		17810	06/23/2017	170944	240.00	
	400-651-581	6 STAGE 5 THC SUB PUMP		17803	06/23/2017	170943	2,500.00	
	400-651-581	LABOR: LARK WELL #1		17803	06/23/2017	170943	1,200.00	

FUND TOTAL 400 Claims to Checks 14 Total 482,574.66 Manual Held Total 482,574.66

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	172306	07/18/2017	07/06/2017			82,787.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	JUN 2017 RES GARBAGE SERV	0000831907	06/30/2017		80,174.15
404-677-693	JUN 2017 CART RENTAL	0000831907	06/30/2017		2,368.74
404-677-693	JUN 2017 COM CART RENTAL	0000831907	06/30/2017		244.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	172317	07/18/2017	07/07/2017			36.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	JUN 2017 12 @ 3.00	3087	06/30/2017		36.00

FUND TOTAL 404 Claims to Checks 2 Total 82,823.81 Manual Held Total 82,823.81

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	J H WRIGHT & ASSOCIATES INC	172385	07/18/2017	07/12/2017			14,847.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
421-652-712	100HP WELL PANEL	400535	06/27/2017	170742	14,647.00
421-652-712	FREIGHT: UPGRADE MALL WELL	400535	06/27/2017	170742	200.00

FUND TOTAL 421 Claims to Checks 1 Total 14,847.00 Manual Held Total 14,847.00

Docket of Claims
Release date from 07/18/2017 thru 07/18/2017

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	44 Total	450,317.64	Manual	Held	Total	450,317.64
FUND 160 Claims	to	Checks	1 Total	2,150.00	Manual	Held	Total	2,150.00
FUND 176 Claims	to	Checks	7 Total	2,259.61	Manual	Held	Total	2,259.61
FUND 400 Claims	to	Checks	14 Total	482,574.66	Manual	Held	Total	482,574.66
FUND 404 Claims	to	Checks	2 Total	82,823.81	Manual	Held	Total	82,823.81
FUND 421 Claims	to	Checks	1 Total	14,847.00	Manual	Held	Total	14,847.00
Total for all Funds		Checks	69 Total	1,034,972.72	Manual	Held	Total	1,034,972.72

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: July 18, 2017
Title: Approval of minutes from Regular Council Meeting held July 5, 2017

Introduced by:
Contact Person/Telephone Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Regular Council Meeting held July 5, 2017.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Gollott	☐	Martin	☐	Jones	☐	Guillotte	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Gollott	☐	Martin	☐	Jones	☐	Guillotte	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Gollott	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	Jones	☐	☐	☐	☐
Ward 2	Guillotte	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held July 5, 2017 are hereby approved.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

Tuesday

July 5, 2017

Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held July 5, 2017 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 5, 2017 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. 2nd Saturday City of Gautier Farmers Market will be held July 8th from 8AM - 12PM at the George Martin City Park (Pavilion B).

IV. Presentation Agenda - None

V. Public Agenda

1. Agenda Comments

VI. Business Agenda

1. Appointment and renewal of employment agreement with City Manager for term of office - Paula Yancey.

2. Appointment of Mayor Pro Tem for term of office.

3. Appointment and renewal of contractual agreement with City Attorney/City Prosecutor for term of office - Joshua Danos.

4. Appointment and renewal of City Judge for term of office - Jason Thornton.

5. Appointment of Gautier Planning Commission Members.

6. Appointment of Civil Service Commissioner.

7. Appointment of three (3) Election Commissioners.

8. Authorization for City Park Boat Launch Improvements Project — Change Order #1.

9. Approval of Docket of Claims.

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

1. Approval of minutes from Recessed Council Meeting held June 20, 2017.

2. Appointment of Mississippi Municipal League 2017 Voting Delegates.

3. Approval of a Building Use Agreement with First United Methodist Church Gautier to Host a Free Basketball Camp.

4. Authorization of Mississippi Department of Public Safety, Bureau of Narcotics FY 2017 HIDTA Sub-Grantee Cooperative Agreement.

VIII. 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 July 18, 2017 at 6:30 PM
www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda as follows:

1. Move Consent Agenda Item #1 - Approval of minutes from Recessed Council Meeting held June 20, 2017 to Business Item #10.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements

1. 2nd Saturday City of Gautier Farmers Market will be held July 8th from 8AM -12PM at the George Martin City Park (Pavilion B).

Presentation

None

GAUTIER
MISSISSIPPI
Nature's Playground

2nd Saturday

Farmers MARKET

FARMERS MARKET

FARM FRESH

MAY — OCTOBER
2ND SATURDAY MONTHLY
8:00 A.M. UNTIL 12:00 P.M.
GEORGE MARTIN CITY PARK

902 DE LA POINTE DR.

FOR MORE INFORMATION OR TO BECOME A VENDOR CONTACT RACHEL HONEA AT 228-219-3259

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

ORDER NUMBER 125-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment and renewal of employment agreement with City Manager for term of office – Paula Yancey 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 126-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, ~~that the appointment of~~ to appoint Councilwoman at Large Martin as Mayor Pro Tem ~~for term of office~~ under the agreement after one (1) year she resigns for that appointment to allow somebody else on council an opportunity to serve 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 Colledge** seconded by **Councilman George** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 127-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment and renewal of contractual agreement with City Attorney/City Prosecutor for term of office – Joshua Danos 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 128-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment and renewal of City Judge for term of office – Jason Thornton 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 129-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of the following Gautier Planning Commission Members is hereby approved.

Ward 1 – Jimmy Green
Ward 2 – Terrance Levy
Ward 3 – Christopher W. Scruggs
Ward 4 – Kay C. Jamison
Ward 5 – Larry Dailey
At Large – Sandra Walters
Mayor – John Hunter

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 **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 130-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of Howard W. Butler as Civil Service Commissioner 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Caesy 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 July 5, 2017.

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

ORDER NUMBER 131-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of Vivian Dailey, Ja'Leasa Walden and Cynthia Steen as Election Commissioners 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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 132-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #1 for the City Park Boat Launch Improvements is hereby authorized.

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

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

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 06/28/2017
Subject: Authorization for City Park Boat Launch Improvements Project — Change Order #1.

REQUEST:
The Grants and Projects Administrator requests City Council authorization for Change Order #1 for the City Park Boat Launch Improvements Project.

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

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

Bids were opened for this project on April 4, 2017. The engineer's estimate was $221,120. Three bids were received. M&D Construction Co. offered the lowest and best bid, which was over budget at $259,316.40. On May 16, 2017, the City Council voted to award the contract to M&D Construction and pick up the extra costs during the next budget year, rather than cut the scope of work or rebid the project. Also awarded at that time was Alternate #3, which added $1,811.24 for ADA accessible sidewalks to the City Park pavilions. Tidelands will pay 100 percent of the costs for Alternate #3, and City staff will also petition Tidelands to pick up a portion of the project overrun.

DISCUSSION:
This change order adds pile wraps and caps to extend the lifespan of the associated timber piles, at an increased cost of $1,300. Pile wraps and caps for the timber piles were chosen in lien of an alternate that would have substituted concrete piles for the timber piles.

RECOMMENDATION:
The Grants & Projects Administrator requests authorization for Change Order #1 for the City Park Boat Launch Improvements Project as presented.

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

ATTACHMENTS:
1. Change Order #1

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

June 9, 2017

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

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

Dear Ms. Havens:

Please find enclosed three (3) originals of Change Order No. 1 for the above referenced project dated May 26, 2017. This change order increases the contract amount by $1,300.00. This change order adds pile wrap and caps on timber piles.

Compton Engineering, Inc. recommends approval of Change Order No. 1 to M&D Construction Co., Inc. increasing the contract in the amount of One Thousand, Three Hundred Dollars and Zero Cents ($1,300.00).

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

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

Sincerely,

COMPTON ENGINEERING, INC.

W. Andrew Douglass, P.E.
Project Engineer

WAD:kl

pc: M&D Construction Co., Inc.

PASCAGOULA
BILOXI
BAY ST. LOUIS

SECTION 00943-01
CHANGE ORDER NO. 1

Date of Issuance: May 26, 2017 Effective Date:

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

P.O. Box 5047

Moss Point, MS 39563

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

Description: Provide pile wrap and caps on timber piles.

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ■ Calendar days
	Substantial completion (date): 90 days
$261,127.65	Ready for final payment (date): 120 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (date): 90 days
$261,127.65	Ready for final payment (date): 120 days
Increase as of this Change Order:	Change of this Change Order:
	Substantial completion (days): 0 days
$1,300.00	Ready for final payment (days): 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (date): 90 days
$262,427.65	Ready for final payment (date): 120 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature) DAVID S. VICE
Date: 6/7/17	Date:	Date: June 7, 2017

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

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

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

Rev - 0

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

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
ALTERNATE NO. 3 - CITY PARK BOAT LAUNCH IMPROVEMENTS									
1	Provide ADA accessible sidewalks on-site in locations to be determined by Owner	SY	$51.75	35.00	$1,811.25	35.00	$1,811.25	0%	$0.00
	TOTAL ALTERNATE NO. 3:				$1,811.25		$1,811.25		$0.00

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

Rev - 0

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

TOTAL BID SCHEDULE NO. 1 + ALTERNATE NO. 3 + CHANGE ORDER NO. 1:	**$261,127.65**	**$262,427.65**	**$1,300.00**

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

ORDER NUMBER 133-2017

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

Docket of Claims
Release date from 07/05/2017 thru 07/05/2017

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Amount	Approved/Disapproved
001	AT&T			172173	07/05/2017	06/21/2017				159.76		
		001-092-605	MONTHLY SERVICE				2284972172	06/14/2017			159.76	
001	AT&T			172174	07/05/2017	06/21/2017				90.09		
		001-092-605	MONTHLY SERVICE				228497070	06/14/2017			90.09	
001	AT&T			172175	07/05/2017	06/21/2017				30.12		
		001-100-699	NCIC TELECOM SERVS				2284970262	06/14/2017			30.12	
001	SECURE NETWORKS LLC			172176	07/05/2017	01/21/2017				2,430.00		
		001-092-698	AUG 2017 NETWORK SERVICES				3093	06/15/2017			2,280.00	
		001-092-698	AUG 2017 SYNCHRONIZED EMAIL				3093	06/15/2017			150.00	
001	C SPIRE WIRELESS			172184	07/05/2017	06/21/2017				874.38		
		001-100-605	POLICE CELLS				0032680896	05/12/2017			874.38	
001	DELTA COMPUTER SYSTEMS INC			172185	07/05/2017	06/22/2017				430.00		
		001-092-698	ACCTG SOFTWARE MAINT				MN123563	06/15/2017			300.00	
		001-092-698	VOTER REG SOFTWARE MAINT				MN123563	06/15/2017			20.00	
		001-092-698	PRIV LIC SOFTWARE MAINT				MN123564	06/15/2017			110.00	
001	AT&T			172186	07/05/2017	06/22/2017				3,376.94		
		001-092-605	MONTHLY SERVICE				2284978000	06/14/2017			3,376.94	
001	FORTNEY, TIM			172212	07/05/2017	06/27/2017				123.00		
		001-161-681	PER DIEM: IAFF DIST PROGRAM				07112017	06/05/2017			123.00	
001	JOSHUA HILL			172213	07/05/2017	06/27/2017				123.00		
		001-161-681	PER DIEM: IAFF DIST PROGRAM				07112017	06/05/2017			123.00	
001	JOSH LATCH			172214	07/05/2017	06/27/2017				123.00		
		001-161-681	PER DIEM: IAFF DIST PROGRAM				07112017	06/05/2017			123.00	
001	MAURICE E MCCLURE			172215	07/05/2017	06/27/2017				36.00		
		001-161-681	PER DIEM: FIRE SERV CHAPLAIN				07192017	06/09/2017			36.00	

Docket of Claims
Release date from 07/05/2017 thru 07/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SAMANTHA GUTHRIE	172216	07/05/2017	06/27/2017			72.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	PER DIEM: ROPE TECH 1	07172017	06/09/2017		72.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TIMOTHY P JONES	172217	07/05/2017	06/27/2017			72.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	PER DIEM: ROPE TECH 1	07172017	06/12/2017		72.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	172218	07/05/2017	06/27/2017			550.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-645	MENTOR SPONSOR:STEAK & STEAK	06292017	06/29/2017		550.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172219	07/05/2017	06/27/2017			2,519.84	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP50650756	06/19/2017		85.13
001-100-525	UNL FUEL	NP50650756	06/19/2017		1,915.97
001-161-525	UNL & DSL FUEL	NP50650756	06/19/2017		310.77
001-170-525	UNL & DSL FUEL	NP50650756	06/19/2017		109.31
001-205-525	UNL & DSL FUEL	NP50650756	06/19/2017		98.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	172221	07/05/2017	06/27/2017			2,251.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-525	UNL FUEL	NP50693996	06/26/2017		39.44
001-100-525	UNL FUEL	NP50693996	06/26/2017		1,774.57
001-161-525	UNL & DSL FUEL	NP50693996	06/26/2017		290.79
001-170-525	UNL FUEL	NP50693996	06/26/2017		109.78
001-205-525	UNL FUEL	NP50693996	06/26/2017		36.53

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	172224	07/05/2017	06/27/2017			12,857.43	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-696	MAY 2017 ADC CHGS	05312017	06/01/2017		12,845.00
001-010-696	PHARMACY CHGS	05312017	06/01/2017		12.43

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAMEY ELECTRIC INC	172225	07/05/2017	06/27/2017			855.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-698	SERV CALL: OST-LADNIER TS	214A	06/19/2017		517.50
001-201-698	SERV CALL: G/VAN-COLLEGE TS	222A	06/22/2017		337.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SUN HERALD	172226	07/05/2017	06/27/2017			254.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-559	ANNUAL SUBSCRIPTION 2003375	7DAYC	06/14/2017		254.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CHARLES R ANDERSON	172227	07/05/2017	06/27/2017			62.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-615	REIMB SHIRTS (3)	06202017	06/20/2017		62.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RICHARD R JACKSON	172231	07/05/2017	06/27/2017			74.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-615	REIMB SHIRTS (5)	06222017	06/22/2017		74.85

Docket of Claims
Release date from 07/05/2017 thru 07/05/2017

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
001	PHIL TORJUSEN			172232	07/05/2017	06/27/2017				44.93	
		001-001-615	REIMB SHIRTS (3)				06172017	06/17/2017			44.93
001	ROCIC			172233	07/05/2017	06/27/2017				300.00	
		001-100-699	JUL 2017-JUN 2018 SERV FEE				0037582-IN	06/01/2017			300.00
001	GLOBALSTAR			172234	07/05/2017	06/27/2017				66.44	
		001-092-605	MONTHLY SERVICE				0008429752	06/16/2017			66.44
001	PITNEY BOWES PURCHASE POWER			172236	07/05/2017	06/27/2017				621.00	
		001-092-607	POSTAGE METER				20060869	06/20/2017			621.00
001	SINGING RIVER E P A			172237	07/05/2017	06/28/2017				827.80	
		001-161-631	BROWN FD 95237002				06152017	06/22/2017			365.54
		001-161-631	MARTIN BLUFF FD 58380001				06162017	06/23/2017			225.06
		001-201-629	SIGNAL LIGHTS 17546				06162017	06/23/2017			38.41
		001-092-631	CITY LIMIT SIGN 17546				06162017	06/23/2017			28.73
		001-100-631	MBLUFF SUB STN 58521002				06162017	06/23/2017			170.06
001	SINGING RIVER E P A			172238	07/05/2017	06/28/2017				8,488.22	
		001-201-633	STREET LIGHTING 10554				06172017	06/26/2017			5,067.82
		001-201-629	SIGNAL LIGHTS 10554				06172017	06/26/2017			923.76
		001-092-631	CITY HALL 10554				06172017	06/26/2017			1,001.58
		001-170-631	FRAZIER PARK 10554				06172017	06/26/2017			53.32
		001-170-631	SENIOR BLDG 10554				06172017	06/26/2017			507.48
		001-161-631	CENTRAL FD 10554				06172017	06/26/2017			431.22
		001-170-631	CITY PARK 10554				06172017	06/26/2017			155.54
		001-092-631	PUBLIC WORKS 10554				06172017	06/26/2017			318.18
		001-092-631	HWY 90 SIGN 10554				06172017	06/26/2017			29.32
001	SINGING RIVER E P A			172239	07/05/2017	06/28/2017				2,412.93	
		001-100-631	POLICE STATION 66298004				06172017	06/26/2017			1,592.19
		001-201-629	SIGNAL LIGHT 89113001				06172017	06/26/2017			54.61
		001-170-631	CITY PARK RESTRMS 89912001				06172017	06/26/2017			309.73
		001-201-633	STREET LIGHTS 90345002				06172017	06/26/2017			227.66
		001-092-631	RECORDS BLDG 90790001				06172017	06/26/2017			189.04
		001-170-631	FRAZIER RESTRMS 98546001				06172017	06/26/2017			39.70
001	SINGING RIVER E P A			172240	07/05/2017	06/28/2017				1,226.64	
		001-201-633	DOLPHIN ST 94987002				06172017	06/26/2017			100.84
		001-201-633	DOLPHIN ST 94988002				06172017	06/26/2017			127.41
		001-201-633	DOLPHIN ST 94989002				06172017	06/26/2017			156.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E P A	172240	07/05/2017	06/28/2017			1,226.64	(CONTINUED)

Account Number	Description		Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST	94990002	06172017	06/26/2017		556.32
001-201-633	WM PAYNE	100244001	06672017	06/26/2017		131.26
001-201-633	WM PAYNE	100245001	06172017	06/26/2017		154.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANTE ELBIN,CUSTODIAN	172244	07/05/2017	06/28/2017			751.43	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	IPHONE6 BELT CLIP	06232016	06/26/2017		22.46
001-100-559	PLANNER	06272016	06/26/2017		35.30
001-100-559	9MM AMMO (3)	06282016	06/26/2017		51.36
001-100-559	GLOCK GRIP EXT	07072016	06/26/2017		10.99
001-100-559	VINYL UNIT NUMBERS	07142016	06/26/2017		10.00
001-100-559	VINYL UNIT NUMBERS	07262016	06/26/2017		20.00
001-100-559	CAR TAG (HIDTA TRUCK)	07282016	06/26/2017		17.20
001-100-559	RTN POSTAGE: BODY CAMERA	08022016	06/26/2017		15.46
001-100-559	SHIPPING: REFINISH BADGES	08162016	06/26/2017		8.70
001-100-559	VINYL UNIT NUMBERS	08182016	06/26/2017		10.00
001-100-559	SHIPPING: REFINISH BADGES	08182016	06/26/2017		10.44
001-100-559	GLOCK GRIP EXTENSION (2)	08262016	06/26/2017		19.98
001-100-559	BINDERS AND CDS	09122016	06/26/2017		54.27
001-100-559	CHARGESYNC USB CORD (2)	09262016	06/26/2017		37.42
001-100-559	SD CARD (CID)	09272016	06/26/2017		16.04
001-100-559	SHIPPING: WARRANTY REPAIR	10192016	06/26/2017		11.34
001-100-559	TAGS: 300, CROWN VIC, F-250	11212016	06/26/2017		45.45
001-100-559	SHIPPING: BODY CAMERA	11212016	06/26/2017		9.92
001-100-559	PAPER BAGS,BOXES,PAPER	12192016	06/26/2017		19.26
001-100-559	SHIPPING: WARRANTY REPAIR	01182017	06/26/2017		11.34
001-100-559	TAG RENEWAL-TRUCK	01182017	06/26/2017		15.95
001-100-559	PLANNER,MOUSE,MARKERS,CABLE	01262017	06/26/2017		55.06
001-100-559	VINYL UNIT NUMBERS	02102017	06/26/2017		20.00
001-100-639	TIRE REPAIR: GATOR	02102017	06/26/2017		20.90
001-100-559	VINYL UNIT NUMBERS	03032017	06/26/2017		20.00
001-100-559	RTN SHIPPING: SIREN	03062017	06/26/2017		14.70
001-100-559	VINYL UNIT NUMBERS	03092017	06/26/2017		10.00
001-100-559	NAMEPLATE: CID	03142017	06/26/2017		9.50
001-100-559	TAGS:F150,F250,CHGR,PATHFNDR	03212017	06/26/2017		60.20
001-100-559	RTN SHIPPING: ALLEY LIGHT	04042017	06/26/2017		10.97
001-100-559	SHIPPING: REFINISH BADGES	05122017	06/26/2017		11.20
001-100-559	SHIPPING: REFINISH BADGES	05152017	06/26/2017		11.25
001-100-559	CERTIFIED MAIL	06072017	06/26/2017		19.14
001-100-559	TAG: NEW EXPLORER	06132017	06/26/2017		13.20
001-100-559	RECEIPT BOOKS	06132017	06/26/2017		22.43

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SUN HERALD	172245	07/05/2017	06/28/2017			384.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-030-615	TEST MACHINES: GEN ELECTION	44792364	06/25/2017		384.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ESTABROOK MOTOR CO INC	172246	07/05/2017	06/28/2017			661.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	DIAGNOSTIC AIR BAG: U #10949	425868	06/06/2017	170872	142.42
001-100-570	SEATBELT KIT ASSY: U #12801	225360	06/08/2017	170871	414.73
001-100-570	WIRE ASY: U #12801	225360	06/08/2017	170871	104.04

Docket of Claims
Release date from 07/05/2017 thru 07/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS, LLC	172247	07/05/2017	06/28/2017			37.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	LEATHER BELT (2)		BC04297	06/12/2017	170892		26.72
	001-100-559	SHIPPING: POLICE EXPLORERS		BC04297	06/12/2017	170892		10.95
001	REYNOLDS WHOLESALE CO	172248	07/05/2017	06/28/2017			1,014.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS HS TISSUE (5)		55457	06/22/2017	170917		192.50
	001-092-510	CS VB PAPER TOWEL (6)		55457	06/22/2017	170917		155.40
	001-092-510	CS BROWN MF TOWELS (10)		55457	06/22/2017	170917		199.50
	001-092-510	CS 4/1GAL NABC CLEANER		55457	06/22/2017	170917		46.00
	001-092-510	CS/3 144OZ PINE-SOL		55457	06/22/2017	170917		32.85
	001-092-510	CS 10/100 PF LATEX GLOVES		55457	06/22/2017	170917		59.50
	001-092-510	CS/100 CAN LINERS 38X58		55457	06/22/2017	170917		32.95
	001-092-510	CS/200 CAN LINERS 30X36 (2)		55457	06/22/2017	170917		37.90
	001-092-510	CS/500 CAN LINERS 24X33 (2)		55457	06/22/2017	170917		45.90
	001-092-510	TOILET BRUSH (2)		55457	06/22/2017	170917		5.98
	001-092-510	CS/12 LYSOL SPRAY		55457	06/22/2017	170917		68.28
	001-092-510	CS/12 409 CLEANER		55457	06/22/2017	170917		41.88
	001-092-510	PLASTIC ANGLE BROOM		55457	06/22/2017	170917		7.95
	001-092-510	CS RAGS		55457	06/22/2017	170917		35.44
	001-092-510	BX/12 URINAL SCREEN		55457	06/22/2017	170917		15.00
	001-092-510	PK/2 D-BATTERY		55457	06/22/2017	170917		3.49
	001-092-510	CS/6 CLOROX WIPES		55457	06/22/2017	170917		29.70
	001-092-510	TOILET BRUSH HOLDER (2)		55457	06/22/2017			4.70
001	ACTION PRINTING CENTER INC	172249	07/05/2017	06/28/2017			50.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BUSINESS CARDS: KILLINGSWORTH		91962	06/15/2017	170841		50.50
001	MS FIRE ACADEMY	172250	07/05/2017	06/28/2017			535.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	NFPA 1002 DRIVER/OPERATOR (3)		25414	06/16/2016	170689		535.65
001	BELL AUTO PARTS INC	172251	07/05/2017	06/28/2017			1,122.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	BATTERY: CITY HALL GENERATOR		42063	06/12/2017	170886		236.95
	001-170-639	SCAG BLADE (12)		42088	06/20/2017	170918		233.52
	001-092-639	WATER FILTER		42087	06/20/2017	170916		14.82
	001-092-639	OIL FILTER		42087	06/20/2017	170916		28.93
	001-092-639	FUEL FILTER		42087	06/20/2017	170916		12.33
	001-092-639	FUEL FILTER		42087	06/20/2017	170916		10.90
	001-092-639	1GAL 15W40 SHELL OIL (5)		42087	06/20/2017	170916		107.50
	001-092-639	4DXHD INTERSTATE BATTERY (2)		42087	06/20/2017	170916		427.90
	001-092-639	DIESEL TREATMENT		42087	06/20/2017	170916		18.40
	001-092-639	BIO KLEEN:CITY HALL GENERATOR		42087	06/20/2017	170916		31.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	172253	07/05/2017	06/28/2017			246.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	100/CT 43X47 CAN LINER (4)	150704	06/15/2017	170906	67.96
001-092-510	CS BROWN MF TOWELS (4)	150704	06/15/2017	170906	71.48
001-092-510	1GAL PINE TREE CLEANER (16)	150704	06/15/2017	170906	73.44
001-092-510	1GAL BLEACH (4)	150704	06/15/2017	170906	8.36
001-161-500	LABEL TAPE	150704-1	06/16/2017	170906	25.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MUNICIPAL CODE CORPORATION	172256	07/05/2017	06/28/2017			150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-559	PDF COPY CODE: SUPPLEMENT 13	00291449	06/19/2017	170898	150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	172257	07/05/2017	06/28/2017			61.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	SPEED LIMIT 5 (2): SIGN	290736	06/16/2017	170914	46.72
001-201-576	FREIGHT	290736	06/16/2017	170914	14.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS TROPHY LLC	172258	07/05/2017	06/28/2017			87.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	NAME/SERVING BAR (3)	9635	06/22/2017	170843	87.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	172260	07/05/2017	06/28/2017			145.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-559	2X10 INSERT: MAYOR TORJUSEN	25310	06/13/2017	170895	10.00
001-001-559	2X10 INSERT: WARD 1 GEORGE	25310	06/13/2017	170896	10.00
001-001-559	2X10 INSERT: WARD 2 JACKSON	25310	06/13/2017	170820	10.00
001-021-513	PLAQUE RECOGNITION: GOLLOTT	25308	06/13/2017		25.00
001-021-513	PLAQUE RECOGNITION: GUILLOTTE	25308	06/13/2017		25.00
001-021-513	PLAQUE RECOGNITION: JONES	25308	06/13/2017		25.00
001-021-513	PLAQUE (2): PLEIN ART EVENT	024750	05/31/2017		40.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN WATERWORKS SUPPLY INC	172262	07/05/2017	06/28/2017			1,012.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	50# BAG PERM-PATCH (63)	70465	06/26/2017	170934	1,012.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NARTEC INC	172264	07/05/2017	06/28/2017			400.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	BA-1 NARTEC DRUG ID KIT (16)	9487	06/14/2017	170900	400.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	172265	07/05/2017	06/28/2017			285.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-559	3-RING GREEN VIEW BINDER (8)	3342748906	06/10/2017	170881	56.72
001-021-559	8-TAB INSERT DIVIDER (10)	3342748906	06/10/2017	170881	25.10
001-021-559	WHITE LETTER CARDSTOCK PK	3342748906	06/10/2017	170881	10.69
001-001-559	AVERY TAB READY INDEX (5)	3343127750	06/15/2017	170899	51.95
001-001-559	3-RING BLACK VIEW BINDER (5)	3343127750	06/15/2017	170899	34.90
001-100-500	32GB FLASH DRIVE 3.0 (5)	3343127752	06/15/2017	170903	54.95
001-100-500	12/PK PRECISE XFN PEN (2)	3343229150	06/16/2017	170903	27.98
001-100-500	10/PK ECO STORAGE BOX (3)	3343229150	06/16/2017	170903	23.52

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUPIT SIGNS INC	172267	07/05/2017	06/28/2017			35.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	24X18 SIGN (2):FARMERS MARKET	141250	06/15/2017	170905	35.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OUT ON A LIMB TREE SERVICE	172268	07/05/2017	06/28/2017			800.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	REMV PINE TREE: 1508 EAGLE	170605	06/16/2017	170870	800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LANDERS CHRYSLER DODGE JEEP	172269	07/05/2017	06/28/2017			129,594.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-740	2017 DODGE CHARGER #29684	LD150069	06/19/2017	170560	21,599.00
001-100-740	2017 DODGE CHARGER #29685	LD150068	06/19/2017	170560	21,599.00
001-100-740	2017 DODGE CHARGER #29686	LD150066	06/19/2017	170560	21,599.00
001-100-740	2017 DODGE CHARGER #29687	LD150063	06/19/2017	170560	21,599.00
001-100-740	2017 DODGE CHARGER #29688	LD150070	06/19/2017	170560	21,599.00
001-100-740	2017 DODGE CHARGER #29689	LD150064	06/19/2017	170560	21,599.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PANDLE INC	172271	07/05/2017	06/28/2017			196.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	2.80 TNS HOT MIX ASPHALT	17-0222	06/26/2017	170930	196.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	172272	07/05/2017	06/28/2017			200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	SZ DUTY BOOTS: PARKER	40657	05/16/2017	170776	100.00
001-100-535	SZ DUTY BOOTS: ALLDAY	42313	05/23/2017	170809	100.00

FUND TOTAL 1 Claims to Checks 50 Total 179,126.48 Manual Held Total 179,126.48

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	172208	07/05/2017	06/27/2017			412,959.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-680-813	GAUTIER GO BNDS 2010	3194	05/22/2017		92,959.38
130-680-812	GAUTIER GO BNDS 2010	3194	05/22/2017		320,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	172209	07/05/2017	06/27/2017			12,244.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	ENGINEERING: MARTIN BLUFF	27FINAL	12/31/2016		12,244.06

FUND TOTAL 130 Claims to Checks 2 Total 425,203.44 Manual Held Total 425,203.44

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AUDIOWAVE INC	172273	07/05/2017	06/28/2017			805.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	WINDOW TINT/LABOR: U #19684	A 47710	06/22/2017	170921	180.00
157-100-799	WINDOW TINT/LABOR: U #19685	A 47710	06/22/2017	170921	180.00
157-100-799	WINDOW TINT/LABOR: U #19686	A 47710	06/22/2017	170921	180.00
157-100-799	WINDOW TINT/LABOR: U #19687	A 47710	06/22/2017	170921	180.00
157-100-799	WINDOW TINT/LABOR: U #17530	A 47710	06/22/2017	170921	85.00

FUND TOTAL 157 Claims to Checks 1 Total 805.00 Manual Held Total 805.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	MERCHANTS & MARINE BANK	172210	07/05/2017	06/27/2017			17,747.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-815	COMMAND VEHICLE PMT 4	320218	06/21/2017		17,747.28

FUND TOTAL 160 Claims to Checks 1 Total 17,747.28 Manual Held Total 17,747.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BROWN MITCHELL & ALEXANDER INC	172211	07/05/2017	06/27/2017			3,807.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-021-779	PRELIM ENGINEERING	21927	06/08/2017		3,158.25
171-021-779	PERMIT COORDINATION	21927	06/08/2017		649.50

FUND TOTAL 171 Claims to Checks 1 Total 3,807.75 Manual Held Total 3,807.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	172170	07/05/2017	06/20/2017			3,911.15	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	JUN 2017	06/20/2017		3,911.15

FUND TOTAL 172 Claims to Checks 1 Total 3,911.15 Manual Held Total 3.911.15

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
176	AD2 INC			172177	07/05/2017	01/21/2017				151.50	
		176-170-699	HOSTING FEE JUN 2017				3087	06/15/2017			36.50
		176-170-699	SHOPPING CART FEE JUN 2017				3087	06/15/2017			115.00
176	AT&T			172178	07/05/2017	01/21/2017				286.20	
		176-170-605	MONTHLY SERVICE				2284972244	06/14/2017			286.20
176	AT&T			172179	07/05/2017	01/21/2017				275.80	
		176-170-605	JUN 2017 DSL				2284970676	06/14/2017			110.00
		176-170-605	MONTHLY SERVICE				2284970676	06/14/2017			165.80
176	FUELMAN OF MS			172220	07/05/2017	06/27/2017				70.47	
		176-170-525	UNL FUEL				NP50650756	06/19/2017			70.47
176	FUELMAN OF MS			172222	07/05/2017	06/27/2017				80.21	
		176-170-525	UNL FUEL				NP50693996	06/26/2017			80.21
176	WHITEHEAD CONSTRUCTION CO INC			172254	07/05/2017	06/28/2017				278.03	
		176-170-635	10.11 TNS LIMESTONE BASE				5851	06/19/2017	170874		278.03

FUND TOTAL 176 Claims to Checks 6 Total 1,142.21 Manual Held Total 1,142.21

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	172149	07/05/2017	06/16/2017			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		06092017	06/09/2017			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		06092017	06/09/2017			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		06092017	06/09/2017			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		06092017	06/09/2017			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		06092017	06/09/2017			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		06092017	06/09/2017			9,665.99
400	AT&T	172180	07/05/2017	06/21/2017			102.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	06/14/2017			102.32
400	AT&T	172181	07/05/2017	06/21/2017			57.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	06/06/2017			57.34
400	SOUTHERN PEST CONTROL INC	172182	07/05/2017	06/21/2017			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	PUBLIC WORKS BLDG: FLEA TRMT		317860	06/09/2017			60.00
400	IRBY'S ANSWERING SERVICE	172183	07/05/2017	06/21/2017			309.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICES 6/14/17 - 7/11/17		277-061417	06/14/2017			309.19
400	AT&T	172187	07/05/2017	06/22/2017			142.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	06/14/2017			142.05
400	2012 GUD BONDS DEBT SERVICE	172201	07/05/2017	06/26/2017			116,516.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	JUL 2017 PRN PMT		07012017	06/30/2017			110,833.34
	400-680-817	JUL 2017 INT PMT		07012017	06/30/2017			5,683.33
400	ARISTA INFORMATION SYSTEMS INC	172202	07/05/2017	06/26/2017			4,123.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAY 2017 STATEMENTS		23425	06/12/2017			1,123.55
	400-650-698	MAY 2017 POSTAGE		1425201706	06/12/2017			3,000.00
400	MISSION COMMUNICATIONS LLC	172203	07/05/2017	06/26/2017			1,079.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	M800 SERVICE RENEWAL (2)		1008937	06/09/2017			1,079.87
400	MSC 7511	172204	07/05/2017	06/26/2017			296.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV1908700	06/09/2017			166.49
	400-650-698	MPC4504 USAGE: B/W		INV1908700	06/09/2017			58.59
	400-650-698	MPC4504 USAGE: COLOR		INV1908700	06/09/2017			71.66

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400	MSC 7511		172205	07/05/2017	06/26/2017			375.00	
	400-650-698	SERVICE CALL: LANIER LP222CN			INV1918809	06/16/2017			375.00
400	FUELMAN OF MS		172223	07/05/2017	06/27/2017			1,011.35	
	400-651-559	DSL FUEL FOR GENERATORS			NP50693996	06/26/2017			1,011.35
400	SINGING RIVER E P A		172241	07/05/2017	06/28/2017			1,909.69	
	400-651-631	LIFT STATIONS 20649			06152017	06/22/2017			979.99
	400-651-631	LIFT STATIONS 28779			06152017	06/22/2017			122.67
	400-651-631	SCHOONER WELL 20688			06112017	06/20/2017			638.79
	400-651-631	LIFT STATIONS 20688			06112017	06/20/2017			168.24
400	SINGING RIVER E P A		172242	07/05/2017	06/28/2017			4,677.70	
	400-651-631	LIFT STNS 17881			06162017	06/23/2017			2,601.27
	400-651-631	WATER WELLS 17881			06162017	06/23/2017			1,956.18
	400-651-631	LIFT STNS 89627001			06152017	06/25/2017			70.97
	400-651-631	LIFT STNS 89702001			06152017	06/25/2017			49.28
400	SINGING RIVER E P A		172243	07/05/2017	06/28/2017			8,985.59	
	400-651-631	IONIZATION PLANT 99216002			06172017	06/26/2017			258.92
	400-651-631	LIFT STATIONS 17882			06172017	06/26/2017			2,820.15
	400-651-631	WATER WELLS 17882			06172017	06/26/2017			4,247.05
	400-651-631	CITY HALL SOUTH 17882			06172017	06/26/2017			1,659.47
400	BELL AUTO PARTS INC		172252	07/05/2017	06/28/2017			1,477.55	
	400-651-581	BATTERY: WELL GENERATOR (8)			42064	06/12/2017	170887		1,263.60
	400-651-584	BATTERY: LIFT STATION			42064	06/12/2017	170887		213.95
400	SHERWIN-WILLIAMS COMPANY		172255	07/05/2017	06/28/2017			340.19	
	400-650-635	SPRAY PAINT HIGHWAY YEL (22)			2836-7	06/16/2017	170897		88.00
	400-650-635	GAL EXTERIOR LATEX			2836-7	06/16/2017	170897		33.20
	400-650-635	INDUSTRIAL ENAMEL BASE GAL (2)			2836-7	06/16/2017	170897		92.58
	400-650-635	ROLLER FRAME 12"			2836-7	06/16/2017	170897		2.55
	400-650-635	ROLLER COVER 4X3/16 MOHAIR (2)			2836-7	06/16/2017	170897		9.70
	400-650-635	GLOSS BLACK (8)			2836-7	06/16/2017	170897		32.00
	400-650-635	GRAY SANDABLE PRIMER (4)			2836-7	06/16/2017	170897		20.72
	400-650-635	SANDING SPONGE ANGLE (4)			2836-7	06/16/2017	170897		20.36
	400-650-635	SANDING SPONGE FINE/MED (4)			2836-7	06/16/2017	170897		8.36
	400-650-635	MINI ROLLER GAL GRID (6)			2836-7	06/16/2017	170897		11.34
	400-650-635	DESERT STORM RAGS			2836-7	06/16/2017	170897		11.45
	400-650-635	ROLLER CVR 4.5 PJ-COL 2PK (2)			2836-7	06/16/2017	170897		17.18
	400-650-635	SIL AC LTX CAULK (2)			2836-7	06/16/2017	170897		4.78
	400-650-635	HIGHWAY WHITE (2)			2836-7	06/16/2017	170897		8.00

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400	SHERWIN-WILLIAMS COMPANY	172255	07/05/2017	06/28/2017			340.19	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-635	ACR LTX 11OZ CAULK (2)	2836-7	06/16/2017	170897	3.98
400-650-635	DISCOUNT	2836-7	06/16/2017	170897	-9.32
400-650-635	CRDT RTN: GAL PRO PARK WHITE	2677-5	06/10/2017	170897	-24.69
400-650-635	HIGHWAY YELLOW (2)	2677-5	06/10/2017	170897	10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	172259	07/05/2017	06/28/2017			150.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-667	BACTI SAMPLE: LARK WELL #1	1706241186	06/15/2017	170889	75.00
400-651-667	BACTI SAMPLE: LARK WELL #1	1706266186	06/15/2017	170889	75.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	172263	07/05/2017	06/28/2017			1,449.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	36" ANCHORS W/ACCY (100)	70257	06/12/2017	170883	1,449.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WESCO DISTRIBUTION INC	172266	07/05/2017	06/28/2017			160.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	FUSETRON DUEL ELEMENT (6)	784665	06/09/2017	170818	49.20
400-651-584	CLASS R REDUCER(6):CAMPBELL LS	785763	06/15/2017	170818	111.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	PROFESSIONAL SYSTEMS USA INC	172270	07/05/2017	06/28/2017			780.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	WATER QUALITY REPORT (7500)	355495	06/12/2017	170812	780.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	172274	07/05/2017	06/28/2017			2,979.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-767	M802 WIRELESS ALARM SYSTEM	400228	06/15/2017	170880	2,200.03
400-651-767	M580 SERVICE PACKAGE 1YEAR	400228	06/15/2017	170880	564.00
400-651-767	SHIPPING: HOLLY HEATH LS	400228	06/15/2017	170880	30.00
400-651-584	M651 WET ALARM MODULE	400403	06/22/2017	170920	175.00
400-651-584	SHIPPING: HOLLY HEATH LS	400403	06/22/2017	170920	10.00

FUND TOTAL 400 Claims to Checks 22 Total 190,410.64 Manual Held Total 190,410.64

Docket of Claims
Release date from 07/05/2017 thru 07/05/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	COAST CHLORINATOR & PUMP CO INC	172261	07/05/2017	06/28/2017			1,219.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
421-652-712	BOOSTER PUMP: MALL WELL	66323	06/14/2017	170902	1,219.00

FUND TOTAL 421 Claims to Checks 1 Total 1,219.00 Manual Held Total 1,219.00

Docket of Claims
Release date from 07/05/2017 thru 07/05/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	50	Total	179,126.48	Manual	Held		Total	179,126.48
FUND 130	Claims	to	Checks	2	Total	425,203.44	Manual	Held		Total	425,203.44
FUND 157	Claims	to	Checks	1	Total	805.00	Manual	Held		Total	805.00
FUND 160	Claims	to	Checks	1	Total	17,747.28	Manual	Held		Total	17,747.28
FUND 171	Claims	to	Checks	1	Total	3,807.75	Manual	Held		Total	3,807.75
FUND 172	Claims	to	Checks	1	Total	3,911.15	Manual	Held		Total	3,911.15
FUND 176	Claims	to	Checks	6	Total	1,142.21	Manual	Held		Total	1,142.21
FUND 400	Claims	to	Checks	22	Total	190,410.64	Manual	Held		Total	190,410.64
FUND 421	Claims	to	Checks	1	Total	1,219.00	Manual	Held		Total	1,219.00
Total for all Funds			Checks	85	Total	823,372.95	Manual	Held		Total	823,372.95

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

ORDER NUMBER 134-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held June 20, 2017 are hereby approved with the following changes:

Pg. 331 - Consent Agenda Items #1-7, 9 are hereby approved and pulled 8 & 10.

Pg. 409 - Consent Agenda Item #8 – Motion made by Councilwoman Martin and seconded by Councilman Colledge.

Pg. 421 - Consent Agenda Item #10 Motion made by Councilwoman Martin and seconded by Councilman Anderson.

Pg. 433 – Councilwoman Martin made a motion to return to open session, delete executive session.

Pg. 10 of the UDO – Add that Councilman Vaughan voted yes to make it easier for the residents.

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: **Mary Martin**
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

ABSTAIN: **Phil Torjusen**
Cameron George
Richard Jackson

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

ORDER NUMBER 135-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 2 - 4 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 Colledge** seconded by **Councilman Anderson** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

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

RESOLUTION NUMBER 023-2017

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2017 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Members of the Council of the CITY OF GAUTIER.

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2017 Mississippi Municipal League election to be held at the annual convention on July 24-July 26, 2017 are as follows:

Voting Delegate: **Casey Vaughan, Councilman Ward 3**
First Alternate: **Mary Martin, Councilwoman At Large**

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **Councilman Colledge**, seconded by **Councilman Anderson**, and was adopted by the following vote, to-wit:

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

NAYS: **None**

(SEAL)

ATTEST:	**APPROVED:**
______________________________	______________________________
CITY CLERK	**MAYOR**

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Cindy Russell, City Clerk

Date: June 27, 2017

Subject: Resolution appointing 2017 Mississippi Municipal League Voting Delegates.

REQUEST:
The City Clerk Department requests City Council approval of a resolution appointing 2017 Mississippi Municipal League voting delegates for the City of Gautier.

BACKGROUND:
MML amended the bylaws of the association to provide for a ballot election to be held each year at the summer convention, to elect a Presidents and to vote on any proposed by law changes.

DISCUSSION:
On Tuesday, July 25, 2017, at the MML Annual Conference, an election will be held to select the MML President. Each city in good standing must identify a voting delegate along with one alternate. The voting delegate will vote the will of their city in voting for the MML President at the MML Annual Conference. A list of qualifying candidates will be provided to the nominated delegates. In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2017 Mississippi Municipal League election to be held at the annual conference on July 24^{th} – July 26^{th}, 2017 are as follows:

- **Voting Delegate:** **Casey Vaughan, Councilman Ward 3**
- **1^{st} Alternate:** **Mary Martin, Councilwoman At Large**

RECOMMENDATION:
Based on the voting delegates selected, Staff's recommendation the City Council approve the resolution appointing Mississippi Municipal League 2017 Voting Delegates.

ATTACHMENT(S):
2017 MML Voting Delegate/Alternate Information

600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

ATTENTION CITY CLERK

MML 2017 Election of MML President
Voting Delegate/Alternates Information

On Tuesday, July 25, 2017, at the MML Annual Conference, an election will be held to select the MML President. Each member city in good standing (dues are paid in full by May 15, 2017) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, the MML must receive this completed form by July 14, 2017.

Important: All voting delegates & alternates must text the keyword **MMLvote2017** to **95577** to register as a voting delegate for the 2017 election of MML's President. Voting delegates will be updated on the status of the election by text message.

City/Town of Gautier

PLEASE PRINT:

Voting Delegate Name/Title: Casey Vaughan - Councilman
Cell Phone Number: 228-297-3063

Alternate Name/Title: Mary Martin - Councilwoman at Large
Cell Phone Number: 228-217-2792

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JULY 25, 2017, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML PRESIDENT.

IF A RUN-OFF ELECTION IS REQUIRED, AND THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 9AM ON WEDNESDAY, JULY 26, 2017, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE IN THE RUN-OFF ELECTION FOR MML PRESIDENT.

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Ste. 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA short code 95577 and 76000. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 95577, email samantha@mmlonline.com, or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to short code 95577.

600 East Amite Street
Suite 104
Jackson MS 39201
601.353.5854
800.325.7641
Fax 601.353.6980
www.mmlonline.com

Candidates for President – Central District

Mayor Cora Burnside, Town of Arcola

Mayor Les Childress, Town of Flora

Mayor Errick D. Simmons, City of Greenville

Mayor Linda W. Short, Town of Mayersville

RESOLUTION

RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2017 VOTING DELEGATES
FOR THE CITY/TOWN OF ________________

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a President from the Central District; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE (Governing Authority Board) OF THE CITY/TOWN OF ____________________

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate for the 2017 Mississippi Municipal League election to be held at the annual convention on July 24-July 26, 2017 are as follows:

Voting Delegate: (Name and title)
First Alternate: (Name and title)

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by __________, seconded by __________, and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the (day, month, and year).

(S E A L)

ATTEST: ADOPTED:

______________________ ______________________
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the (day, month and year).

ATTEST: APPROVED:

______________________ ______________________
CITY CLERK MAYOR

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

ORDER NUMBER 136-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Building Use Agreement with First United Methodist Church of Gautier to host a free basketball camp scheduled for July 24th – 25th from 9 am – 12 pm 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 Colledge** seconded by **Councilman Anderson** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Executive Assistant
Date:	06/27/2017
Subject:	Approval of a Building Use Agreement with First United Methodist Church Gautier to Host a Free Basketball Camp.

REQUEST:

The Community Activities Manager requests that City Council approve the attached Building Use Agreement with First United Methodist Church Gautier to host a free basketball camp.

BACKGROUND:

The Gautier Community Recreation and Events Department has been tasked with planning new activities, more recreational events, and to seek new partnerships to provide more community engagement for the residents of Gautier. The Community Recreation and Events Department is planning to host a basketball camp free of charge for youth ages 7-12 years old.

DISCUSSION:

The camp will take place at First United Methodist Church Gautier July 24th - 25th from 9 a.m. – 12 p.m. This is an excellent opportunity for youth to improve their skills as a basketball player. The objective of the camp is to build confidence with all aspects of the game of basketball.

RECOMMENDATION:

The Community Activities Manager recommends that City Council approve the attached Building Use Agreement with First United Methodist Church to host a free basketball camp as presented with the approved strike troughs by the City Attorney.

The City Council may:

1.Approve the attached Building Use Agreement with First United Methodist Church Gautier; or
2.Not approve the attached Building Use Agreement with First United Methodist Church Gautier.

ATTACHMENTS:

1. First United Methodist Church Gautier Building Use Agreement
2. Certificate of Insurance

Brotherhood Mutual
Insurance Company

Building Use Agreement

This agreement by and between FUMC Gautier (Owner's name) 2717 Hwy 90-P.O. Box 127—Gautier, MS 39553 (Owner's complete address)

("Owner"), and City of Gautier (User's name) 3330 Hwy. 90 Gautier, MS 39553 (User's complete address) ("User"),

will take effect on the 24 (Day) day of July (Month) 2017 (Year) and will continue for a period of 2 days (Time period).

WHEREAS, Owner owns premises located at 2717 Hwy 90, Gautier, MS 39553 (Complete address)

which is normally used for Church activities/functions (Type of use), and

WHEREAS, User desires to use the Family Life Center/Gym (Area of premises (e.g. church building)) area of the building for the

purpose of Basketball Camp (Purpose of use), and

WHEREAS, Owner has agreed to allow User to use the building provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on July 24-25th 9 a.m.-12 p.m. (Describe times and days of usage). FUMCG (Name and Owner's contact person) is the contact person for Owner and Paula Yancey, City Manager City of Gautier (Name of User's contact person) is the contact person for User to coordinate the details of usage.

2. User agrees to pay Owner No Charge (Amount) for the use of the premises.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

4. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

5. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of $1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

6. ~~User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.~~

7. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

M 79 (4/05)

8. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.
9. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
10. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.
11. ~~Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.~~
12. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this ______ day of ____________ ________.
day *month* *year*

Owner

____
Signer's Name *(name)*

____
Position with Owner *(title)*

User

____
Signer's Name *(name)*

____
Position with User *(title)*

GAUTIER-02 MELMER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2017

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

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

PRODUCER	
Hub International Gulf South 12260 Intraplex Parkway Gulfport, MS 39503	CONTACT NAME: PHONE (A/C, No, Ext): (228) 897-6700 FAX (A/C, No): (228) 897-6711 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Argonaut Great Central Insurance Company	19860
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

City of Gautier
3330 Highway 90
Gautier, MS 39553

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PE-4632929-02	09/30/2016	09/30/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	X ANY AUTO	X		BA-4632929-02	09/30/2016	09/30/2017	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded	$ 1,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder as Additional Insured in regards to General Liability and Auto Liability when reqired by written contract, agreement or permit.

Event:
Basketball Camp
July 24, 2017 - July 25, 2017

CERTIFICATE HOLDER

First United Methodist Church
2717 Hwy 90
PO Box 127
Gautier, MS 39553

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Diane L Moore

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

ORDER NUMBER 137-2017

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 enter into a Cooperative Agreement with the Mississippi Department of Public Safety, Bureau of Narcotics and the Gulf Coast High Intensity Drug Trafficking Area to accept the 2017 HIDTA grant.

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 Anderson** and the following vote was recorded:

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

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2017.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	06/28/2017
Subject:	Mississippi Department of Public Safety, Bureau of Narcotics FY 2017 HIDTA Sub-Grantee Cooperative Agreement

---

REQUEST:

The Grants & Projects Administrator requests City Council authorization to enter into a Cooperative Grant Agreement with the Mississippi Department of Public Safety, Bureau of Narcotics and the Gulf Coast High Intensity Drug Trafficking Area to accept the 2017 HIDTA grant.

BACKGROUND:

The Gulf Coast High Intensity Drug Trafficking Area was created to identify, disrupt and dismantle major drug trafficking organizations operating in its area and beyond. The Gautier Police Department has an assigned officer on the local FBI Task Force, and HIDTA provides certain assets for that officer, such as a vehicle and overtime reimbursement.

DISCUSSION:

Beginning in FY2016, due to new federal guidelines, Gulf Coast HIDTA began requiring an annual cooperative agreement. All sub recipients enter into a contract with HIDTA's fiduciary, which is the Mississippi Bureau of Narcotics. No reimbursements will be made until this agreement is executed.

RECOMMENDATION:

The Grants & Projects Administrator recommends that City Council authorize acceptance of the Cooperative Grant Agreement with the Mississippi Department of Public Safety, Bureau of Narcotics and the Gulf Coast High Intensity Drug Trafficking Area for the 2017 HIDTA grant.

The City Council may:
1) Approve acceptance of the grant award and authorize entering into a Cooperative Agreement as presented; or
2) Not approve acceptance of the grant award as presented.

ATTACHMENTS:

1. 2017 Cooperative Agreement with attachments

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

MARSHALL FISHER COMMISSIONER	PHIL BRYANT GOVERNOR	JOHN DOWDY DIRECTOR

February 15, 2017

Chief Dante Elbin
Gautier PD
3330 Highway 90
Gautier, MS 39553

Dear Sir:

Congratulations! Enclosed is your FY17 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2017 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head. In addition to part 200 of the Uniform Requirements require the sub recipient's to have the following certifications on file with the award recipient: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Requiring Drug Free Workplace, Certification Regarding Lobbying, and EEOP Certification. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure Worksheet and printout of your 2016 spending plan (Appendix A) as well as your awarded 2017 detailed budget. **In addition enclosed is an Overtime Certification form (Appendix B) to be used when claiming overtime reimbursements.**

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

Shauna Powell

Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 964447817
Functional Area: Entity Management, Performance Information

ENTITY CITY OF GAUTIER		Status:Active
DUNS: 964447817 +4:	CAGE Code: 1Y0M1 DoDAAC:	
Expiration Date: Aug 10, 2017 Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 3330 HIGHWAY 90 City: GAUTIER ZIP Code: 39553-5124	State/Province: MISSISSIPPI Country: UNITED STATES	

FEDERAL GRANT NO. G17-GC0003A
MBN GRANT REPT. CT. NO. _______
DUN#: 964447817

MEMORANDUM OF AGREEMENT

BETWEEN THE

MISSISSIPPI BUREAU OF NARCOTICS

AND THE

MISSISSIPPI GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA

AND THE

Gautier Police Department

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Gautier Police Department (LEO) shall begin on 01/01/17 and shall not extend beyond 12/31/17 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of $ 13,400.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget – spending plan (Appendix A) for purchases including future reprogramming requests as approved by MBN

and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

John Dowdy
Director, Mississippi Bureau of Narcotics

MBN Legal Counsel, Allison Killebrew
Reviewed as to legal form

Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Law Enforcement Agency (LEO)

Appendix A

Budget Detail

2017 - Gulf Coast

Initiative - Jackson County Major Investigations Team

Award Recipient - Mississippi Bureau of Narcotics (G17GC0003A)

Resource Recipient - Gautier Police Department

Current Budget (net of reprogrammed funds) ***$13,400.00***

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	$5,000.00	One Interdiction Officer @ 5,000
Total Overtime	**1**	**$5,000.00**	
Services	**Quantity**	**Amount**	**Comments**
Vehicle allowance	1	$8,400.00	One vehicle @ 700 each month
Total Services	**1**	**$8,400.00**	
Total		**$13,400.00**	

2d. Grant Balance by Initiative and Award and Resource Recipient

Gulf Coast

FY 2016

Group by: Initiative, Award, Resource Recipient

		APPROVED				
		Awarded Budget	Reprogrammed Funds	Current Budget	Disbursed Funds	Current Available
Gautier Police Department						
	Overtime	1,091.00	3,909.00	5,000.00	2,048.72	2,951.28
	Services	8,400.00	-2,100.00	6,300.00	6,300.00	0.00
		9,491.00	**1,809.00**	**11,300.00**	**8,348.72**	**2,951.28**

Appendix B

Gulf Coast

High Intensity Drug Trafficking Area

3838 N. Causeway Blvd · Suite 1900 · Metairie, Louisiana 70002 · Phone (504)840-1400 · Fax (504)840-1406

Request for Reimbursement of HIDTA Overtime Expenses

Agency :

Address:

HIDTA Initiative:

Period From:

To:

Contact Person:

Phone:

Employee Name	Is employee eligible for OT from parent agency?	OT Hrs. this period	Overtime amount this period	Officer or Admin?	Brief description of overtime work (case number, etc.)	OCDETF case?	Cumulative overtime amount to date
TOTALS		-	$ -				$

I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions

Signature of Authorized Representative of Requesting Agency	Title	Date
Signature of HIDTA Initiative Supervisor	Title	Date

High Intensity Drug Trafficking Area

3838 N. Causeway·Suite 1900·Metairie, Louisiana 70002·Phone (504) 840-1400·Fax (504) 840-1406

VEHICLE ALLOWANCE

AGENCY:_______________

GC HIDTA INITIATIVE:__________________

Grant NO.: ________________

MONTH/YEAR: ___________

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GCHIDTA AGENT(S) SEEKING ALLOWANCE:

Make, Model, Year, VIN: Beginning Mileage, Ending Mileage and Total GCHIDTA related mile, Driver's name:

1. None
2. None
3. None
4. None
5. None

Names of all full-time Agents Assigned from your department during this reporting period. (NOTE: List all sworn officers assigned full-time to all GC HIDTA initiatives).

___________	___________	___________	___________
___________	___________	___________	___________
___________	___________	___________	___________
___________	___________	___________	___________

AMOUNT CLAIMED:$________

______________________________	______________________________
Name of Agency Certifying Official	Signature of Employee
______________________________	______________________________
Signature of Initiative Supervisor	Signature of State Operations Director

TO BE SUBMITTED WITH AGENCY REIMBURSEMENT REQUEST

Appendix C

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   - 28 CFR Part 69 – "New Restrictions on Lobbying"
   - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. Conflict of Interest and Mandatory Disclosures

   A. <u>Conflict of Interest Requirements</u>

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

7. FFATA / DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

8. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

   a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
   b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
   c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
   d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
   e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

   a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
   b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
   c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
   d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
   e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5 year period; and
   c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Gulf Coast HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at http://www.dpm.psc.gov/.

8. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Organization: ____

Signature: ____________________________________ Date: ______________

Name:

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

____
(Type or Print Name and Title of Authorized Representative)

______________________________ ______________________
(Signature of Authorized Representative) Date

____
(Name of Organization)

____
(Address of Organization)

____

Certification Regarding Drug Free Workplace Requirements
Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67,subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug free awareness program to inform employees about --

1. The dangers of drug abuse in the workplace.
2. The grantee's policies of maintaining a drug free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement.
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination.
2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code
Street Address	City	County	State	Zip Code

Organization Name	Applicant or Grant Number

Name and Title of Authorizing Representative

Signature	Date

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form <u>if applicable,</u> with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of $100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here ________ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

______________________________ ______________

Signature of Authorized Official Date

____

Title

CERTIFICATION FORM

Recipient Name and Address: ____________________

Grant Title: ____________________ Grant Number: ____________ Award Amount: ________

Contact Person Name and Title: ____________________ Phone Number: (   ) ____________

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, ____________________ **[responsible official]**, certify that ____________________ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that ____________________ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

____________________ ____________________ __________

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, ____________________ **[responsible official]**, certify that the ____________________ **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: ____________________ **[organization]**, at ____________________ **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

____________________ ____________________ __________

Print or type Name and Title **Signature** **Date**

OMB Approval No. 1121-0140 Expiration Date: 01/31/06

Councilwoman Martin made a motion to authorize the City Manager to proceed with an exclusive agent of record letter to HUB International for both property and casualty insurance.

Mayor Torjusen seconded the motion and the vote unanimously carried.

Councilman Colledge made the motion to recess until July 18, 2017 at 6:30pm.

Councilwoman Martin seconded the motion and the vote unanimously carried.

APPROVED BY:

____

MAYOR

ATTEST:

____

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Authorization to accept a monetary donation from Hancock Bank to the City of Gautier**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 306**

Summary Explanation: Authorization to accept a monetary donation in the amount of $2,500.00 by Hancock Bank to the City of Gautier to pay cost associated with the Official Swearing in Ceremony held June 29, 2017. This donation is in the best interest of the City of Gautier.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation in the amount of $2,500.00 by Hancock Bank to the City of Gautier to pay cost associated with the Official Swearing in Ceremony held June 29, 2017 is hereby approved.

IT IS FURTHER ORDERED that the donation by Hancock Bank is 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 **BLANK,** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 07/10/2017
Subject: Authorization to accept a Monetary Donation from Hancock Bank to the City of Gautier.

REQUEST:
The Community Activities Manager requests City Council authorization to accept a monetary donation from Hancock Bank to pay cost associated with the Official Swearing in Ceremony held June 29, 2017.

BACKGROUND:
The Gautier Community Recreation and Events Department requested Hancock Bank to sponsor the Official Installation of our new Mayor and Council at a cost of $2,500 held at the MGCCC Campus.

DISCUSSION:
The Gautier Community Recreation and Events Department has determined that it is in the best interest of the City of Gautier to accept this monetary donation of $2,500.00 from Hancock Bank.

RECOMMENDATION:
The Gautier Community Recreation and Events Department recommends that City Council authorize the acceptance of the donation as described above.

City Council may:
1.Authorize acceptance of the monetary donation as presented; or
2.Disapprove acceptance of the monetary donation.

ATTACHMENTS:
1. Hancock Bank Check

058527

DATE.	DESCRIPTION	INVOICE NO.	GROSS AMOUNT	NET AMOUNT
06/26/17	City of Gautier	AF95789711	2,500.00	2,500.00

06/28/17	058527	0000010535
DATE PAID	CHECK NO.	VENDOR NO.

Hancock Bank. WHITNEY

228 ST. CHARLES AVE. NEW ORLEANS, LA 70130

2,500.00

TOTAL

Hancock Bank. WHITNEY

EXPENSE CHECK
NOT A CASHIER'S CHECK

058527

228 ST. CHARLES AVE. NEW ORLEANS, LA 70130

06/28/17
DATE

*******2,500.00
AMOUNT

TWO THOUSAND FIVE HUNDRED AND XX / 100 DOLLAR****

PAY TO THE ORDER OF

City of Gautier
3330 Highway 90
Gautier, LA 39553

John McKarthe

AUTHORIZED SIGNATURE

HEAT SENSITIVE COLOR FADES WITH HEAT

[redacted]

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	July 18, 2017
Title:	Approval of Delta Computer Systems Software Support Agreement for fiscal year 2017-2018
Introduced by:	
Contact Person/Telephone	Cynthia Russell 497-8000 ext. 302

Summary Explanation: Approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement. The addendum includes an increase of $25.00 each month. The total monthly charge of $455.00 is for the accounting software maintenance, voter registration software maintenance and privilege license system support for the upcoming fiscal year 2017-2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum to the Computer Software Support Agreement with Delta Computer Systems, Inc. that includes a $25.00 monthly increase for the upcoming fiscal year 2017-2018 is hereby approved. The new total monthly charge is $455.00.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	07/06/2017
Subject:	Approval of Delta Computer Systems Software Support Agreement Addendum.

REQUEST:

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement Addendum. The addendum includes an increase of $25.00. The monthly charge of $455.00 for the Accounting Software Maintenance, Voter Registration Software Maintenance and Privilege License System Support for the upcoming fiscal year 2017-2018.

BACKGROUND:

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The annual renewal is required to continue services and support.

ATTACHMENTS:

1. Delta Computer Systems Software Support Agreement Addendum Fact Sheet
2. Delta Computer Software Support Agreement

Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

For: CITY OF GAUTIER-CITY CLERK MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2017 These charges will be billed on 9/15/2017 due for payment 10/ 1/2017.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2016	300.00	315.00*	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Privilege License System Support	09/2016	110.00	120.00*	
IVMCBP03(1)		TOTAL:	430.00	455.00	MONTHLY

Agreed this _____ day of ______________, 2017.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553

RECEIVED
JUL 05 2017
BY: JMR

Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non–deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub–lessees and transferees.

Agreed this ______ day of ________________________, ______

CITY OF GAUTIER
Client Name

______________________________.
Client Signature

______________________________.
Printed Name

______________________________.
Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

RECEIVED
JUL 05 2017
BY: JMC

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	June 20, 2017
Title:	Approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo, for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000
Introduced by:	
Contact Person/Telephone	April Havens 497-8000 Ext. 315

Summary Explanation: Approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/ 105069-801000 is hereby approved and authorized for payment.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Executive Assistant/Grants Assistant

Through: April Havens, Grants & Projects Administrator

Date: July 10, 2017

Subject: Approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo, for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

REQUEST:
The Executive Department requests approval and authorization to pay business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:
This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:
Business landlord reestablishment expenses are provided to make a new site suitable for business. Business searching expenses are provided to compensate the business owner for the time and effort required in locating a new business property. Business landlord nonresidential eligible expenses cover moving fees. Business reestablishment costs are subject to the federal maximum amount of $25,000, searching expenses in the amount of $2,500, and actual cost paid for nonresidential eligible expenses.

RECOMMENDATION:
The Executive Department recommends that City Council approve and authorize business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:

1. Approve and authorize business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000; or

2. Not approve and authorize business landlord reestablishment expenses to Fred Harwell, Paulette Harwell and Courtney Amanda Harwell Filgo in the amount of $24,312.14 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

ATTACHMENT(S):
Right of Way Invoice

ROW-320 **City of Gautier, Mississippi**

Date June 7, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State
Vendor No. V99941ROWY0 Customer Acct. No.

Payee Fred R. Harwell, Paulette W. Harwell, and Courtney Amanda Harwell
Filgo

Mortgagee N/A

Address 229 Spring Hill School Road
Collins, MS 39428

Acquired By:		**Nature of Title**	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation Special		Temp. Ease	
Circuit		D.E.	
Supreme		84-01 RELOCATION	

TIN NO.

Project No. STP 9194-00-(001) LPA/105069-801000 County Jackson File No. 3-1 Fred R. Harwell, et al

Description	Amount
BUSINESS LANDLORD Reestablishment Expenses	$ 24,312.14
W-9 SIGNED - 4/13/16 **HOLD CHECK FOR RELOCATION AGENT**	
TOTAL INVOICE	**$ 24,312.14**

Recommended For Payment	Approved	Paid By
Mark Dye Relocation Agent, Mark Dye	Paula Yancey, City Manager City of Gautier, Mississippi	Warrant No. Req. No.
Relocation Reviewer, Bruce Fogg	By Signature and Title	Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**July 18, 2017**
Title:	**Approval and authorization to pay moving expenses – actual cost to Gloria Griffin Blakeney for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 Ext. 315**

Summary Explanation: Approval and authorization to pay moving expenses – actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the pay moving expenses – actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/ 105069-801000 is hereby approved and authorized for payment.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Executive Assistant
Date: 07/10/2017
Subject: Approval and authorization to pay moving expenses- actual cost to Gloria Griffin Blakeney for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

REQUEST:

The Executive Department requests approval and authorization to pay moving expenses- actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

Last resort housing is a relocation assistance term used when replacement housing payments exceed regulatory limits. (For people who live in a home being acquired for the project.) The regulatory limit for tenants is $7,200. MDOT's relocation reviewer approves all relocation offer amounts before the offer is made (even when offers are below $50,000).

RECOMMENDATION:

The Executive Department recommends that City Council approve and authorize to pay moving expenses- actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:

1.Approve and authorize to pay moving expenses-actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001)LPA/105069-801000; or

2.Not approve and authorize to pay moving expenses- actual cost to Gloria Griffin Blakeney in the amount of $7,885.10 for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

ATTACHMENT

1. Right of Way Invoice

ROW-320

City of Gautier, Mississippi

Date June 28, 2017

INVOICE - RIGHT OF WAY

P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Gloria Griffin Blakeney

Mortgagee N/A

Address 5201 Apollo Drive

Gautier, MS 39553

Acquired By:		Nature of Title	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special			
Circuit		D.E.	
Supreme		84-01 RELOCATION	

TIN NO.

Project No. STP 9194-00-(001) LPA/105069-801000

County Jackson

File No. 6 Gloria Griffin Blakeney

Description	Amount
MISCELLANEOUS PERSONAL PROPERTY Moving Expenses - Actual Cost	$ 7,885.10
W-9 Signed - 03/03/16	
HOLD CHECK FOR RELOCATION AGENT	
MARTIN BLUFF ROAD WIDENING PROJECT	
TOTAL INVOICE	**$ 7,885.10**

Recommended For Payment

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

Paula Yancey, City Manager
City of Gautier, Mississippi

By

Signature and Title

Paid By
Warrant No.

Req. No.

Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	July 18, 2017
Title:	Approval of NRCS Drainage Improvements – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application
Introduced by:	
Contact Person/Telephone	April Havens 497-8000 Ext. 315

Summary Explanation: Approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Maine Resources permitting process for the NRCS Drainage Improvements project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Seymour Engineering is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 18, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/10/2017
Subject: NRCS Drainage Improvements – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application

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REQUEST:
The Grants and Projects Administrator requests City Council approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

BACKGROUND:
The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City has accepted $589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 82.5 percent of the actual construction amount. The city must match 17.5 percent of the construction costs, as well as provide all engineering and design for the project.

DISCUSSION:
The Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project.

RECOMMENDATION:
The Grants and Projects Administrator recommends that City Council authorize Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project.

The City Council may:
1) Approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project as presented; or
2) Not approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the NRCS Drainage Improvements project as presented.

ATTACHMENTS:
1. DMR Agent Authorization Form

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Seymour Engineering, PLLC
(name of agent)

925 Tommy Munro Dr., Suite G
(address)

Biloxi, MS 39532
(city, state, zip code)

(228) 385 - 2350 Ext 124
(agent phone number)

Various Drainage Ditches (7) Sites throught the
(location of project)

City as part of a NRCS, EWP Project.

City of Gautier, Jackson County, MS

City of Gautier
(print applicant name)

____
(applicant signature)

____
(date)

Do you want the permit mailed to the agent? __X__ Yes _____ No

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting: July 18, 2017
Title: June 2017 Privilege License Report

Introduced by:
Contact Person/Telephone Cynthia Russell 497-8000 ext. 302

Summary Explanation: Receive June 2017 Privilege License Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2017

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

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 18, 2017.

City of Gautier
Business Registry
June 2017

ACCOUNT#	LISCENSE#	BUSINESS NAME/OWNER	AMOUNT
634	2018-06-0005486	Robinson Realty LLC	$20.00
777	2018-06-0005487	Larry's Pool & Handyman Service	$20.00
995	2018-06-0005488	Hickory Hill Pottery	$20.00
******823	2018-03-0005489	Keith's Superstore	$44.80
789	2018-06-0005490	Quality Aero Inc	$20.00
267	2018-06-0005491	American Lube Fast	$30.00
******1266	2018-05-0005492	Fashion World	$27.50
*1434	2018-06-0005493	Union Bay LLC	$20.00
******358	2018-03-0005494	LL Bond & Co LLC	$22.20
536	2018-06-0005495	Lowe's Home Center #2700	$1,840.00
*1435	2018-06-0005496	New York Pizza	$30.00
*****988	Closed Business	Ms Coast Sports Pavillion LLC	Closed
*****1302	Closed Business	Priority Healthcare	Closed
501	2018-06-0005497	Larry Bell Quality Floor Service	$20.00
612	2018-06-0005498	D & D Consulting	$20.00
618	2018-06-0005499	Handy Lock Self Storage	$20.00
584	2018-06-0005500	Acadian Ambulance Service	$30.00
1369	2018-06-0005501	Southland Log Homes	$20.00
622	2018-06-0005502	Handy Lock LLC	$20.00
626	2018-06-0005503	Andersen Wells Inc	$20.00
607	2018-06-0005504	Check Now # 208	$20.00
1152	2018-06-0005505	R & R Lawn Care	$20.00
616	2018-06-0005506	Gautier Familly Dentistry PLLC	$30.00
******397	2018-04-0005507	Dr. Edward Cohen Podiatry	$33.30
*1436	2018-06-0005508	Sunnyside Realty LLC	$20.00
985	2018-06-0005509	Vivint Inc	$30.00
******1210	2018-03-0005510	Kingdom Lawn Service	$22.40
617	2018-06-0005511	Glass Pac Industries	$20.00
3	2018-06-0005512	Advanced American Auto LLC	$20.00
1153	2018-06-0005513	Top Nails	$20.00
1274	2018-06-0005514	Cast Iron Café	$30.00
1325	2018-06-0005515	CVS Pharmacy #10923	$250.00
769	2018-06-0005516	Delta Sanitation LLC	$150.00
1269	2018-06-0005517	McCabe Orthodontics PLLC	$30.00
623	2018-06-0005518	Jarmon's Handyman Services	$20.00
650	2018-06-0005519	The Magnolia Inn	$30.00
		Total	**$2,990.20**

*	New Business	3
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	2
******	Delinquent Renewals Issued	5

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
July 18, 2017

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
