

**AGENDA
BUDGET MEETING
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 22, 2017 @ 6:00 PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Business Agenda

1. Creation of a Public Defender Position and Amendment of Schedule of Authorized Positions.

☐ STAFF PRESENTATION ☐ PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON) ☐ MOTION COUNCIL DISCUSSION/QUESTIONS ☐ VOTE

2. Appointment of Public Defender.

☐ STAFF PRESENTATION ☐ PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON) ☐ MOTION COUNCIL DISCUSSION/QUESTIONS ☐ VOTE

3. NRCS Emergency Watershed Protection Program Grant Agreement and Necessary Documents.

☐ STAFF PRESENTATION ☐ PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON) ☐ MOTION COUNCIL DISCUSSION/QUESTIONS ☐ VOTE

4. Discuss FY 2018 Budget.

☐ STAFF PRESENTATION ☐ PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON) ☐ MOTION COUNCIL DISCUSSION/QUESTIONS ☐ VOTE

IV. Consent Agenda (None)

V. Study Agenda (None)

Recess until August 29, 2017 @ 6:00 PM
www.gautier-ms.gov

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:
Title:

**August 22, 2017
Creation of a Public Defender Position and
Amendment of Schedule of Authorized Positions**

Introduced by:
Contact Person/Telephone

City Attorney: 215-1367

**Summary: Creation of a Public Defender Position and Amendment of Schedule of
Authorized Positions**

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	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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 creation of a part time position of Public Defender, is hereby approved.

IT IS FURTHER ORDERED that the schedule of authorized positions is amended accordingly.

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 August 22, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Josh Danos, City Attorney
Date: August 16, 2017
Subject: Creation of a Public Defender Position and Amendment of Schedule of Authorized Positions

REQUEST:

The City Attorney requests City Council authorization for the City of Gautier to create a part time Public Defender position, and amend the schedule of positions accordingly.

BACKGROUND:

The Supreme Court of Mississippi recently amended the Mississippi Rules of Criminal Procedure. One of the major changes requires a public defender for any indigent defendant who faces potential jail time.

As such, I respectfully request that you create the position of Public Defender as a part time employee position, and amend the schedule of authorized positions accordingly.

RECOMMENDATION:

The City Attorney recommends approval of this request.

ATTACHMENT(S):

- 1) Public Defender Job Description,
- 2) Amended Schedule of Authorized Positions; and
- 3) Organization Chart.



PUBLIC DEFENDER

Department:	Executive Department	Pay Grade:	Set by Council
Reports To:	City Council	Exempt (Y/N):	Y
Competitive (Y/N):	N		

SUMMARY:

The Public Defender is an attorney licensed in the State of Mississippi who shall be appointed by the City Council to represent indigent defendants in any municipal criminal proceeding which may result in punishment by loss of liberty, in any other criminal proceeding in which the court concludes that the interests of justice require, or as required by law.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The Public Defender must perform all tasks necessary to provide advice and a competent defense to the indigent defendants he or she is appointed to represent.

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

The Public Defender must have a Juris Doctor Degree from an institution approved by the American Bar Association, and be licensed to practice law in the State of Mississippi.

Approved by City Council 08/22/17

Approved by City Council 08/22/17	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				2	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Executive Asst./Grants Asst.	2080	13	1		
Grants and Project Administrator	2080	16	1		
Economic Developer			Unfunded (1)		
Parks and Facilities Division					
Parks and Facilities Manager	2080	14	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	2		
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		4	
Community Activities Division					
Community Activities Manager	2080	14	1		
Recreation Coordinator	2080	10	1		
Total Funded			9	5	
Total Non-Funded			1		
FINANCE DEPARTMENT					
Comptroller	2080	21	1		
Finance Support Specialist	2080	14	1		
Accounting Generalist	2080	11	1		

Total Funded			3
Total Non-Funded			

HUMAN RESOURCES DEPARTMENT

Director	2080	21	1
HR Generalist	2080	10	1

Maintenance Division

Mechanic	2080	12	2
Multi-Craft Maintenance Worker	2080	12	1
Custodian	2080	7	1

Total Funded			6
Total Non-Funded			

CITY CLERK DEPARTMENT

City Clerk	2080	21	1
Deputy City Clerk	2080	15	1
Purchasing Agent	2080	12	1
Administrative Clerk	2080	8	1

Court Division

Court Clerk	2080	13	1
Deputy Court Clerk	2080	9	1

Total Funded			6
Total Non-Funded			

PLANNING DEPARTMENT

Director/Building Official	2080	21	1
Administrative Clerk	2080	8	2
Building and Code Inspector	2080	13	1
Animal Control/Code Enf. Officer	2080	9	1

Total Funded	5		
Total Non-Funded			

POLICE DEPARTMENT

Police Chief	2080	22	1
Administrative Assistant IV	2080	12	1
Captain	2080	15	3

CID

Detective Lieutenant	2080	14	1
Detective Sergeant	2080	13	1
Detective	2080	12	2
Detective	2080	12	Unfunded (1)
FBI Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	1
Records Clerk	2080	8	1

Patrol

Patrol Lieutenant	2184	11	4
Patrol Sergeant	2184	10S	4
Patrol Officer	2184	9 or 10*	15
Dispatcher/TAC Officer	2080	11	1
Dispatcher	2184	7 or 8	8

Traffic

Traffic Sergeant	2184	10S	1
K9 Officer	2080	10	1
Traffic Officer	2184	10	3
Traffic Officer	2184	10	Unfunded (1)
School Crossing Guard	N/A	N/A	4
Reserve Officer	N/A	N/A	

Total Funded	50	4	21
Total Non-Funded	2		

* Probationary Officer/Grade 9
Certified Officer/Grade 10

FIRE DEPARTMENT

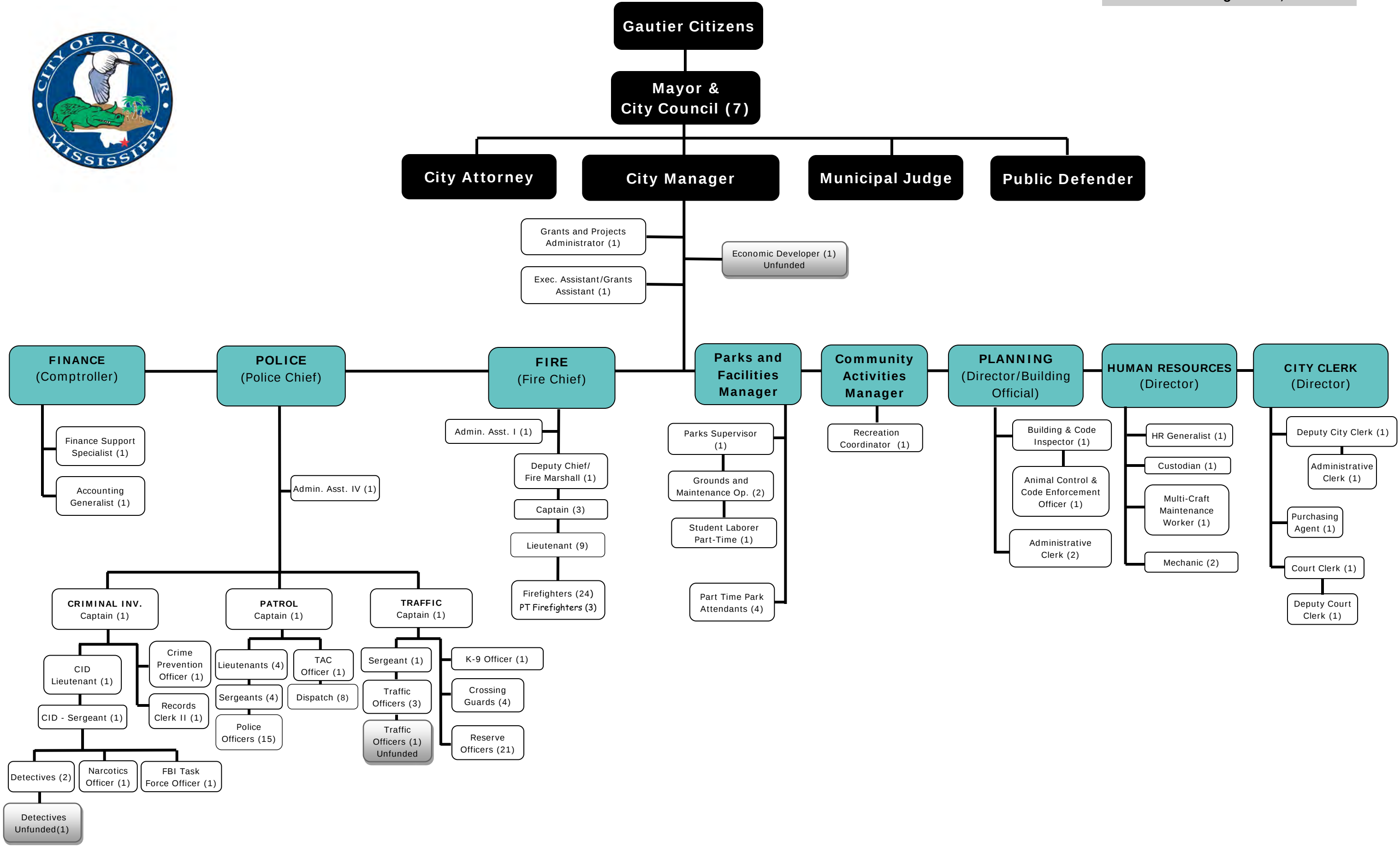
Fire Chief	2080	22	1	
Deputy Fire Chief/Fire Marshall	2080	20	1	
Administrative Assistant I	2080	9	1	
Fire Captain	2496	12	3	
Fire Lieutenant	2496	11	9	
Firefighter	2496	9 or 10*	24	
Part Time Firefighter	N/A	N/A		3

Total Funded	39	3	
Total Non-Funded			

*Probationary Firefighter/Grade 9
Certified Firefighter/Grade 10

<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
Judicial: Funded		2	
Executive Dept: Funded	9	5	
Executive Dept: Unfunded	1		
Finance Dept: Funded	3		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	6		
Planning Dept: Funded	5		
Police Department: Funded	50	4	21
Police Department: Unfunded	2		
Fire Dept: Funded	39	3	
TOTAL	118	14	21
TOTAL UNFUNDED	3		

CITY OF GAUTIER ORGANIZATION CHART



**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting: August 22, 2017
Title: Appointment of Public Defender

Introduced by:
Contact Person/Telephone: City Attorney 215-1367

Summary Explanation: Appointment of Public Defender.

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 appointment of a Public Defender 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 **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 August 22, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Josh Danos, City Attorney
Date: August 16, 2017
Subject: Appointment of Public Defender

REQUEST:

The City Attorney requests that City Council appoint a Public Defender.

BACKGROUND:

The Supreme Court of Mississippi recently amended the Mississippi Rules of Criminal Procedure. One of the major changes requires a public defender for any indigent defendant who faces potential jail time.

Pursuant to 21-9-45, the City Council has authority to appoint a Public Defender to represent indigent defendants in any municipal criminal proceeding which may result in punishment by loss of liberty, in any other criminal proceeding in which the court concludes that the interests of justice require, or as required by law. The Public Defender must have a Juris Doctor Degree from an institution approved by the American Bar Association, and be licensed to practice law in the State of Mississippi.

Two individuals have contacted the City regarding this position, and both appear qualified for the position. Their submissions are attached for your review.

RECOMMENDATION:

The City Attorney recommends appointment of a Public Defender.

ATTACHMENT(S):

Submissions from attorneys.

TANYA L. HASBROUCK

Attorney At Law

3106 Canty Street
Post Office Box 435
Pascagoula, MS 39568-0435

TELEPHONE: 228-769-8200
FAX: 228-769-8222
E-MAIL: tanyahasbrouck.atty@gmail.com

August 15, 2017

Josh Danos, Esq.
Gautier City Attorney
1215 Government Street
Ocean Springs, MS 39564
jdanos@bordisdanos.com

Re: Gautier Public Defender Position

Dear Josh:

Please find attached hereto my resume which I am submitting in application for the part-time Municipal Court Public Defender position with the City of Gautier. I have substantial experience with criminal law, both misdemeanor and felony, and am familiar with the new court rules and obligations being imposed upon municipal courts in Mississippi. For the past 4 years, I have assisted clients charged with criminal offenses in the municipal courts in Jackson and Harrison Counties, the justice courts in Jackson and George counties, and the circuit courts in Jackson, George, and Harrison counties, representing them on misdemeanor charges, traffic offenses, preliminary hearings on criminal offenses, expungements, and all aspects of trial litigation pertaining to felony criminal charges. I also have prior municipal and felony public defender experience as well as over 12 years of experience as an Assistant District Attorney. If hired, I can draw on this experience to serve the Gautier community in the representation of indigent persons as a Municipal Public Defender on both misdemeanor and felony cases. My background, training, and experience in criminal law and familiarity with the municipal court system would allow me to immediately hit the ground running and makes me an excellent choice for the Gautier public defender position.

If hired, I would be available for court weekly and be on call as needed. The salary I am seeking is \$ 750.00 to \$ 800.00 per month plus PERS. I would decline the insurance, so the City would not have to cover any insurance. I would appreciate it if you would forward my letter of application and resume to the mayor, city council, and any hiring committee for consideration. I would like to come for an interview and discuss my qualifications for the position and answer any questions you may have. If there is any additional information you or the City require, I would appreciate you letting me know.

Sincerely,


Tanya Hasbrouck

TANYA L. HASBROUCK, R.N., B.S.N., J.D.
3106 CANTY STREET
PASCAGOULA, MS 39568
228-769-8200 (telephone), 228-769-8222 (facsimile)
tanyahasbrouck.atty@gmail.com

EXPERIENCE

City Public Defender

City of Pascagoula, September 2016-present, Provide legal advice and representation to individuals brought to court for old fines and/or contempt, represent indigent persons during preliminary hearings on felony cases and during trials on misdemeanor cases wherein jail time is being considered by the court, and any other representation as needed.

Board Attorney

West Jackson County Utility District, March 2013-present, Provide legal advice to the Board of Commissioners concerning utility district operations, attend meetings answering legal inquiries which arise; prepare deeds, easements, resolutions and contracts as needed, research land records, and represent the utility district in civil proceedings.

Attorney

Hasbrouck Law Firm, Pascagoula, Miss. Sept. 2012 - present, represent individuals and businesses in state court litigation and on appeal, involved in personal and insurance litigation, criminal charges (traffic, misdemeanor, and felonies), social security, divorce, and child custody, including all aspects of litigation, trial preparation, pre- and post-trial motions, negotiation of settlements, and preparation of pleadings, motions, and trial briefs.

Ass't District Attorney

Office of the District Attorney 19th Judicial District, Pascagoula, Miss., Jan. 2004- Sept. 7, 2012, Prosecutor in state court of persons indicted for felony offenses, advised law enforcement concerning criminal matters, regulations and statutes, reviewed law enforcement files for sufficiency, presented cases to grand jury, prepared and reviewed indictments, prepared pre-trial motions, briefs, and trial documents, made plea recommendations, performed voir dire and all aspects of criminal trial litigation, and researched, prepared, and argued post-trial motions.

Associate

Cumbest, Cumbest, Hunter & McCormick, Pascagoula, Miss., Jan. 2000-Dec.2003, represented individuals in state and federal litigation in personal, business and insurance litigation, including personal injury, medical malpractice, nursing home negligence, workers' compensation, contracts, insurance disputes, wills and estates, family law, real property, and workers' compensation.

Ass't District Attorney

Office of the District Attorney 19th Judicial District, Pascagoula, Miss., July 1996-Dec. 1999, Criminal prosecution of persons indicted for felony offenses (see description above).

Ass't Public Defender

Office of the Jackson County Public Defenders, Pascagoula, Mississippi, March 1994-July 1996, Criminal defense of indigent persons indicted for felony offenses, represented clients charged with felonies in municipal courts for preliminary hearings, engaged in pretrial investigations, prepared and argued pretrial motions, performed legal research and engaged in all aspects of criminal trials.

Associate

Colingo, Williams, Steinberger, Heidelberg & McElhaney, Pascagoula, Mississippi., Aug. 1991-Mar. 1994, Defended health care providers in state and federal malpractice litigation and before licensing boards, assisted clients with health law and business needs; advised individuals, businesses and insurance companies concerning personal injury, medical malpractice, workers' compensation, and professional liability.

Law Clerk

Mississippi Supreme Court, Justice Michael Sullivan, Jackson, Miss., Aug. 1990-July 1991, Researched substantive issues of state and federal law, drafted briefs, legal memoranda, and opinions, interacted with court personnel and provided legal support to the Justices.

EDUCATION

Law School

University of Mississippi School of Law, Oxford, Mississippi
Degree: J.D. May 1990

Undergraduate

Montana State University, Bozeman, Montana
Degree: B.S. Nursing: 1985

Undergraduate

University of Montana, Missoula, Montana
Degree: Associate of Art, Focus in Pre-Nursing

ASSOCIATIONS & POSITIONS

Mississippi Bar Association

Jackson County Bar Association: President, June 1, 1998 - June 1, 1999
Vice-President, June 1, 1997 - June 1, 1998

Jackson County Bar Association, Young Lawyer's Division

President, June 1, 1996 - June 1, 1997
Vice-President, June 1, 1995 - June 1, 1996

PROFESSIONAL LICENSES

Juris Doctor

Mississippi 1990 - present
Texas 2002 - present

California 2002 - present

Registered Nurse

Mississippi 1987 - present

MILLER LAW OFFICES, PLLC

1633 Jackson Avenue, Pascagoula, MS 39567
Mail: P.O. Box 1269, Pascagoula, MS 39568
Phone: (228) 762-8912 | Fax: (228) 762-8913

R. KEITH MILLER, ATTORNEY

R. KYLE MILLER, ATTORNEY

August 9th, 2017

Honorable Josh Danos
City Prosecutor, Gautier Municipal Court
1215 Government Street
Ocean Springs, MS 39564

RE: Public Defender Position

Dear Josh:

As we discussed earlier, I am very interested in the Public Defender position for Gautier Municipal Court. I am willing to accept the job for a total compensation of \$10,000. I would like to be placed in the retirement system as well as covered by the Health Insurance Plan and am willing to accept a lower "salary" so that the total package benefit does not exceed \$10,000 annually.

Sincerely,



Kyle Miller

**CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet**

Council Meeting:
Title:

August 22, 2017
NRCS Emergency Watershed Protection Program Grant Agreement and Necessary Documents.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to enter into an Emergency Watershed Protection Program Grant Agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

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 City is hereby authorized to enter into an Emergency Watershed Protection Program Grant Agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

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 August 22, 2017.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 08/17/2017
Subject: NRCS Emergency Watershed Protection Program Grant Agreement and Necessary Documents

REQUEST:

The Grants and Projects Administrator requests City Council authorization to enter into an Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

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 was notified via email on May 5, 2017 that it had received an estimated \$589,640 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. New EWP guidelines have implemented strict policies on timelines for completion. The City has less than 220 days to complete all projects.

Areas approved for drainage work include:

- 1) South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
- 2) Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
- 3) Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
- 4) South of Old Shell Landing Road, from near house number 2116 to the end of the road.
- 5) Along the west side of Oxford Drive.
- 6) Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
- 7) Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

DISCUSSION:

This formal grant agreement was received after the e-mailed award notification. It, along with various other forms and documents, must be completed and submitted to move the project forward.

RECOMMENDATION:

The Grants and Projects Administrator recommends that City Council grant authorization to enter into an Emergency Watershed Protection Program grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service and to provide and execute any and all documents necessary to obtain NRCS grant funds, including but not limited to the NRCS-ADS-78 form, title of opinion, operation and maintenance agreement, and operation and maintenance plan.

The City Council may:

- 1) Approve the grant agreement and allow execution of the required documents as presented; or
- 2) Not approve the grant agreement and allow execution of the required documents as presented.

ATTACHMENTS:

1. Grant Agreement
2. Required Documents

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number		2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument																								
5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)			6. Recipient Organization: (Name and Address) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DUNS:</td> <td style="width: 50%;">EIN:</td> </tr> </table>		DUNS:	EIN:																						
DUNS:	EIN:																											
7. NRCS Program Contact:		8. NRCS Administrative Contact:	9. Recipient Program Contact:	10. Recipient Admin Contact:																								
11. CFDA Number	12. Authority		13. Type of Action	14. Project Director																								
15. Project Title/Description:																												
16. Entity Type: ☐ Profit ☐ Nonprofit ☐ Higher Education ☐ Federal ☐ State/Local ☐ Indian/Native American ☐ Other																												
17. Select Funding Type: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">☐ Federal</td> <td style="width: 33%;">☐ Non-Federal</td> </tr> <tr> <td>Original Funds Total:</td> <td></td> </tr> <tr> <td>Additional Funds Total:</td> <td></td> </tr> <tr> <td>Grand Total:</td> <td></td> </tr> </table>			☐ Federal	☐ Non-Federal	Original Funds Total:		Additional Funds Total:		Grand Total:		18. Accounting and Appropriation Data <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Financial Code</th> <th style="width: 25%;">Amount</th> <th style="width: 25%;">Fiscal Year</th> <th style="width: 25%;">Treasury Symbol</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Financial Code	Amount	Fiscal Year	Treasury Symbol												
☐ Federal	☐ Non-Federal																											
Original Funds Total:																												
Additional Funds Total:																												
Grand Total:																												
Financial Code	Amount	Fiscal Year	Treasury Symbol																									
19. APPROVED BUDGET																												
Personnel	\$	Fringe Benefits	\$																									
Travel	\$	Equipment	\$																									
Supplies	\$	Contractual	\$																									
Construction	\$	Other	\$																									
Total Direct Cost	\$	Total Indirect Cost	\$																									
		Total Non-Federal Funds	\$																									
		Total Federal Funds Awarded	\$																									
		Total Approved Budget	\$																									
This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.																												

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD

Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument

List of Attachments:

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Sponsor

This action authorized at an official meeting of _____ on the _____ day of _____, 20____ at _____, State of _____.

(Signature)

(Title)

**EMERGENCY WATERSHED PROTECTION PROGRAM (EWPP)
STATEMENT OF WORK**

PROJECT: Jackson County, Mississippi, Emergency Watershed Protection (“EWP”) FY2016 Project #5269 – Locally Led with Technical and Financial Assistance

I. PURPOSE

The purpose of this agreement is to provide financial and/or technical assistance to implement recovery measures that, if left undone, pose a risk to life and/or property. The U. S. Department of Agriculture, Natural Resources Conservation Service is hereinafter referred to as the “NRCS” and the City of Gautier is hereinafter referred to as the “Sponsor.”

II. DESCRIPTION OF PROJECT(S) AND ESTIMATED COSTS

The design and installation of EWP measures are detailed in the individual damage survey report (DSRs) and listed below:

Damage Survey Report (DSR) No.	Description	Estimated Construction Cost
280591601	Frontage Road	\$589,640.00
Total Estimated Construction Cost		\$589,640.00

A. The individual Damage Survey Report(s) (“DSR”) is established through discussions between the Sponsor and NRCS. It defines the site(s), work to be completed, and estimated construction costs for this project.

B. It is agreed that the total estimated construction cost are: \$589,640.00. Based on this estimate:

1. NRCS will contribute Financial Assistance Funds (“FA”) in the amount of \$442,230.00 (up to 75 percent of total construction costs) as reimbursement to the Sponsor for approved on-the-ground construction costs. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.
2. NRCS will contribute Technical Assistance Funds (“TA”) in the amount of \$44,223.00 (up to 7.5 percent of total construction costs) as reimbursement for technical and administrative costs directly charged to the project. Technical and administrative costs are associated with project design and development of construction drawings and specifications; soliciting, evaluating, awarding a administering a contract, including verifying invoices and recording keeping; development of operations and maintenance plans; development and implementation of quality assurance and inspection plans. While NRCS can reimburse 100 percent of these costs (no Sponsor required cost share) up to 7.5

percent of the total construction costs, it is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. The Sponsor will contribute funds in the amount of \$147,410.00 (25 percent of the total construction costs) in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

III. RESPONSIBILITIES OF THE PARTIES

A. Sponsor will:

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.
4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
8. Provide 25% of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of

both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.
15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of

Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
18. Provide construction inspection in accordance with the QAP.
19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
25. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.
27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
 - a. **The required supporting documentation for reimbursement of construction costs** include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

- b. The **required supporting documentation for reimbursement of in-kind construction expenses** will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
 - c. The **required documentation for reimbursement of technical and administrative services** will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
29. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
30. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
31. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
32. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
33. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period.

These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

34. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

B. THE NRCS WILL:

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

IV. SPECIAL PROVISIONS

- A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection (EWP) Program that is available for obligation in the year in which the assistance will be provided. NRCS may

not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

- B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the Contracting Officer or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
- D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
- E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
- F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
- G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
- H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer, including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan.
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.
7. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 30 days of completion of construction.

VI. PERIOD OF PERFORMANCE

This agreement is effective as of the date of final signature by USDA/NRCS on NRCS-ADS-093 form, Notice of Grant and Agreement Award, and continues in full force and effect through the period of performance end date on the NRCS-ADS-093, block 3. Upon written request and as mutually agreed upon, the agreement may be amended to extend the period of performance.

VII. MILESTONES

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 30 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.
11. Issue notice to proceed.
12. Complete construction and submit as-built drawings/quantities

**NATURAL RESOURCES CONSERVATION
SERVICE
U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS**

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
 - (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - (3) 2 CFR Part 418, "New Restrictions on Lobbying"
 - (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
- (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
 - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
- d. The recipient agrees to comply with the **"Prohibition Against Certain Internal Confidentiality Agreements:"**
 - 1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 - 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - 4. If NRCS determines that you are not in compliance with this award provision, NRCS:
 - a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 1. Grant or agreement number
 2. Narrative explaining the requested modification to the project purpose or deliverables
 3. A description of the revised purpose or deliverables
 4. Signatures of the authorized representative, project director, or both
- b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
 2. Severs his or her affiliation with the grantee, the grantee's options include—
 - i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

- i. The forms and certifications included in the application package
- ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure

that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

- a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th).
- b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.
- c. At a minimum, the signed accrual statement should include, "Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

- b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for

monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

- b. Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Grants and Agreements Services Branch
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”
- e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:
 - “USDA is an equal opportunity provider and employer.” Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 - 1. Immediately notify the NRCS administrative contact of the situation.
 - 2. Specify the steps it plans to take to secure replacement cost sharing.
 - 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Locally Led Contract

Sponsor: City of Gautier

EWP Site Name: Frontage Road

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions:

____ **1. NRCS-ADS-78:** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **2. Title of Opinion:** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **3. Operation and Maintenance Agreement:** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **4. Operation and Maintenance Plan:** This two page document should simply be reviewed by the sponsor and returned.

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address.

Natural Resources Conservation Service
ATTN: Norman Patterson
113 Fairfield Suite 110
Hattiesburg,

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 280591601

Identity of improvement or development: Erosion Control

Location: Jackson Co. – Site(s): Frontage Road

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

City of Gautier

(Name of Sponsor)

By: _____
(Signature)

Title: _____

Date: _____

This action is authorized at an official meeting
of the _____

on ____ day of _____, 20____

State of Mississippi

Attest

(Name)

(Title)

SAMPLE-
PLEASE TYPE ON ATTORNEY'S LETTERHEAD

"TITLE OF OPINION"

TO: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

RE: **City of Gautier (MS):**

Frontage Road (Jackson County):

As attorney for and on behalf of the _____, I
(Sponsor)

hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

Attorney -

Date

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Gautier (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: **Streambank stabilization with rock riprap- Frontage Road.**

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work of installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Gautier (MS)**

By: _____ Title: _____ Date: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____

Attest: _____ Title: _____

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

OPERATION AND MAINTENANCE PLAN

City of Gautier

Frontage Road

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation:

a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.

c. Fertilize vegetation as required to maintain a vigorous stand.

d. Control grazing to insure proper vegetative cover.

e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.

c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

d. Keep access roads for maintenance and maintenance travelways in usable condition.

e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

f. Renovate channel banks damaged by storm flow.

g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is \$200.00. Funds to finance this cost will be provided by the City of Gautier, from general tax revenues.

- D. The City of Gautier will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Gautier, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

- E. The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.

1. Stability of channel grades and side slopes
2. Excessive sedimentation
3. Condition of rip-rapped areas
4. Obstructions and undesirable vegetative growth
5. Scour at bridge piers, abutments and other adjacent property
6. Severity of erosion of berms and undesirable vegetative growth
7. Condition of cleared and snagged areas
8. Condition of fences and gates

- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.

- G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

- H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.

- I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

**CITY OF GAUTIER
Budget Meeting
Business Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

**August 22, 2017
Discuss FY 2018 Budget**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Discuss FY 2018 Budget.

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	☐
☐		☐		☐		☐		☐	

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

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:

OPTION #1

Assumptions:

Combined System Revenue Requirement is **\$8,592,137**

Residential Water and Sewer Rates remain at current

Collection Rate for Water and Sewer billing is 95%

Does **NOT** include a contingency allowance for unexpected system repairs

Minimum Bill based on 3,000 gallons for all customers

Proposed changes:

Establish Commercial Water Rate

Eliminate current Water Demand Fee⁽¹⁾ -current budget of \$456,000

Establish Commercial Sewer Rate

Increase JCUA wastewater residential and commercial rate to recover JCUA cost

	Current	Proposed	Change
Residential Water Rate	\$8.50 / Kgal	\$8.50 / Kgal	\$0.00
Commercial Water Rate	\$8.50 / Kgal	\$12.35 / Kgal	\$3.85
Demand Fee ⁽¹⁾	\$100/inch-meter size	\$0.00	-\$75 min
Residential Sewer Rate	\$4.10 / Kgal	\$4.10 / Kgal	\$0.00
Commercial Sewer Rate	\$4.10 / Kgal	\$6.40 / Kgal	\$2.30
JCUA Rate	\$4.90 / Kgal	\$5.15 / Kgal	\$0.25
Combined Residential Rate	\$17.50	\$17.75	\$0.25
Combined Commercial Rate ⁽²⁾	\$17.50	\$23.90	\$6.40
Based on 4,000 gallons, inside City limits			
Residential	\$70.00	\$71.00	\$1.00
Commercial with 1" meter ⁽³⁾	\$170.00	\$95.60	(\$74.40)

⁽¹⁾ Demand Fee is applied to all commercial accounts in FY17. This will be eliminated in FY18.

⁽²⁾ Does not include Demand Fee (FY17) or Capacity Charge (FY18)

⁽³⁾ Assumes 1 inch meter and Demand Fee of \$100 (FY17)

PROPOSED COMBINED SYSTEM RATE - FY 2018
Option #1

	Adopted FY 2017	Est. Actual FY 2017	Proposed 2018
REVENUE REQUIREMENTS FOR DEBT SERVICE OBLIGATIONS			
GUD Refunding Bonds, Series 2012	1,400,500	1,400,500	1,396,350
MDB Special Obligation Bonds, Series 2013 (100%)	265,306	265,306	266,256
TOTAL DEBT SERVICE OBLIGATIONS:	\$1,665,806	\$1,665,806	\$1,662,606

REVENUE REQUIREMENTS FOR OPERATIONS & MAINTENANCE EXPENSES

Administrative (CWS)	2,621,143	2,621,143	2,672,072
Water/Sewer Operation & Maintenance	837,000	837,000	860,500
Jackson County Utility Authority	2,157,216	2,157,216	2,088,384
Indirect Charges	0	0	500,000
TOTAL OPERATION & MAINTENANCE EXPENSE	\$5,615,359	\$5,615,359	\$6,120,956

TOTAL REVENUE REQUIREMENTS

Revenue required for Debt Service:	1,665,806	1,665,806	1,662,606
Revenue required for Operation & Maintenance:	5,615,359	5,615,359	6,120,956
TOTAL REVENUE REQUIREMENTS:	\$7,281,165	\$7,281,165	\$7,783,562

DETERMINATION OF REVENUE TO BE DERIVED FROM WATER USER CHARGE:

OPERATING REVENUES BASED ON CHARGEABLE CONSUMPTION (Kgal):

		Prev. 12 months ending June	
Chargeable Consumption (Water)	426,639	419,679	419,679
Chargeable Consumption (Sewer)	426,639	406,656	406,656
FY 2017: Water Revenue	\$3,626,432	\$3,567,275	
Sewer Revenue	\$1,749,220	\$1,667,291	
JCUA Revenue	\$2,090,531	\$1,992,616	
FY 2018: Water Revenue			\$4,063,315
Sewer Revenue			\$1,954,431
JCUA Revenue			\$2,094,280

SOURCES OF ADDITIONAL INCOME:

Interest Earnings	1,000	1,000	1,000
Other Revenue	500,000	500,000	500,000
Demand Charge	456,000	456,000	0

Service Connections	75,000	75,000	75,000
Sales Tax Payments	60,000	60,000	60,000
Transfer in from General Fund	0	0	
Transfer in from Solid Waste	0	0	0
Fire Protection Fees			

TOTAL SOURCES OF ADDITIONAL INCOME:	\$1,092,000	\$1,092,000	\$636,000
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TOTAL REVENUES:

User Charge Revenues:	\$7,466,183	\$7,227,182	\$8,112,026
Sources of Additional Income:	1,092,000	1,092,000	636,000

TOTAL REVENUES:	\$8,558,183	\$8,319,182	\$8,748,026
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NET REVENUES (Total Revenues less O & M)	\$2,942,824	\$2,703,823	\$2,627,070
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DEBT SERVICE	Net Revenues	1.77	1.62	1.58
COVERAGE RATIO:	Total Debt Service	(ratio must be > <u>1.20</u>)		

REVENUES REQUIRED FOR DISCRETIONARY DEBT SERVICE:

MSDH SRF Loan Repayment:	179,220	179,220	179,220
MDEQ SRF Loan Repayment:	341,905	341,905	341,905
BancorpSouth Loan Repayment:	287,450	287,450	287,450
Transfer to General Fund :	200,000	200,000	0
CIP & Contingency Allocation:	0	0	0
TOTAL:	\$1,008,575	\$1,008,575	\$808,575

REVENUES WHICH MUST BE DERIVED FROM SYSTEM USER CHARGE:

Debt Service Obligations:	\$1,665,806	\$1,665,806	\$1,662,606
Operation & Maintenance Revenue Requirements:	\$5,615,359	\$5,615,359	\$6,120,956
Discretionary Debt Service:	\$1,008,575	\$1,008,575	\$808,575

REQUIRED REVENUE TO BE DERIVED FROM SYSTEM USER CHARGE:	\$8,289,740	\$8,289,740	\$8,592,137
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Evaluation of Required User Rate:

BALANCE FORWARD:				
	Applied Fund Balance	\$0	\$0	\$0
TOTAL REVENUE:		\$8,558,183	\$8,319,182	\$8,748,026
REQUIRED REVENUE:		\$8,289,740	\$8,289,740	\$8,592,137
	Favorable / (Unfavorable)	\$268,442	\$29,441	\$155,889
RATE TEST:				
	<u>Total Revenues</u>	1.03	1.00	1.02
	Required Revenue			

OPTION #2

Assumptions:

Combined System Revenue Requirement is a minimum of **\$8,592,137**

Residential Water and Sewer Rates remain at current

Collection Rate for Water and Sewer billing is 95%

Minimum Bill based on 3,000 gallons for all customers

Does not include a capacity charge for additional fire protection for Commercial properties

Proposed changes:

Eliminate current Water Demand Fee⁽¹⁾ -current budget of \$456,000

Establish a Service Charge applied to all customers to offset cost of billing - \$3.00/ month per account

Decrease Residential Water Rate to \$7.50 per Kgal

Establish Commercial Water Rate of \$12.10 /Kgal

Establish Commercial Sewer Rate of \$6.60/Kgal

Increase JCUA wastewater residential and commercial rate to recover JCUA cost

Include a contingency allowance equal to 10% of O&M Expense for unanticipated system repairs

	Current	Proposed	Change
Residential Water Rate	\$8.50 / Kgal	\$7.50 / Kgal	(\$1.00)
Commercial Water Rate	\$8.50 / Kgal	\$12.10 / Kgal	\$3.60
Demand Fee ⁽¹⁾	\$100/inch-meter size	\$0.00	-\$75 min
Service Charge		\$3.00	\$3.00
Residential Sewer Rate	\$4.10 / Kgal	\$4.10 / Kgal	\$0.00
Commercial Sewer Rate	\$4.10 / Kgal	\$6.60 / Kgal	\$2.50
JCUA Rate	\$4.90 / Kgal	\$5.15 / Kgal	\$0.25
Combined Residential Rate	\$17.50	\$16.75	(\$0.75)
Combined Commercial Rate ⁽²⁾	\$17.50	\$23.85	\$6.35
Based on 4,000 gallons, inside City limits, \$3.00 Service Charge			
Residential ⁽³⁾	\$70.00	\$70.00	\$0.00
Commercial with 1" meter ⁽⁴⁾	\$170.00	\$98.40	(\$71.60)

⁽¹⁾ Demand Fee is applied to all commercial accounts in FY17. This will be eliminated in FY18.

⁽²⁾ Does not include Demand Fee (FY17) or Capacity Charge (FY18)

⁽³⁾ Assumes \$3.00 Service Charge (FY18)

⁽⁴⁾ Assumes 1 inch meter, Demand Fee of \$100 (FY17), and \$3.00 Service Charge (FY18)

PROPOSED COMBINED SYSTEM RATE - FY 2018
Option #2

	Adopted FY 2017	Est. Actual FY 2017	Proposed 2018
REVENUE REQUIREMENTS FOR DEBT SERVICE OBLIGATIONS			
GUD Refunding Bonds, Series 2012	1,400,500	1,400,500	1,396,350
MDB Special Obligation Bonds, Series 2013 (100%)	265,306	265,306	266,256
TOTAL DEBT SERVICE OBLIGATIONS:	\$1,665,806	\$1,665,806	\$1,662,606

REVENUE REQUIREMENTS FOR OPERATIONS & MAINTENANCE EXPENSES

Administrative (CWS)	2,621,143	2,621,143	2,672,072
Water/Sewer Operation & Maintenance	837,000	837,000	860,500
Jackson County Utility Authority	2,157,216	2,157,216	2,088,384
Indirect Charges	0	0	500,000
TOTAL OPERATION & MAINTENANCE EXPENSE	\$5,615,359	\$5,615,359	\$6,120,956

TOTAL REVENUE REQUIREMENTS

Revenue required for Debt Service:	1,665,806	1,665,806	1,662,606
Revenue required for Operation & Maintenance:	5,615,359	5,615,359	6,120,956
TOTAL REVENUE REQUIREMENTS:	\$7,281,165	\$7,281,165	\$7,783,562

DETERMINATION OF REVENUE TO BE DERIVED FROM WATER USER CHARGE:

OPERATING REVENUES BASED ON CHARGEABLE CONSUMPTION (Kgal):

		Prev. 12 months ending June	
Chargeable Consumption (Water)	426,639	419,679	419,679
Chargeable Consumption (Sewer)	426,639	406,656	406,656
FY 2017: Water Revenue	\$3,626,432	\$3,567,275	
Sewer Revenue	\$1,749,220	\$1,667,291	
JCUA Revenue	\$2,090,531	\$1,992,616	
FY 2018: Water Revenue			\$3,740,267
Sewer Revenue			\$1,979,400
JCUA Revenue			\$2,094,280

SOURCES OF ADDITIONAL INCOME:

Interest Earnings	1,000	1,000	1,000
Other Revenue	500,000	500,000	500,000
Demand Charge	456,000	456,000	0

Service Connections	75,000	75,000	75,000
Sales Tax Payments	60,000	60,000	60,000
Transfer in from General Fund	0	0	0
Transfer in from Solid Waste	0	0	0
Service Charge			240,000

TOTAL SOURCES OF ADDITIONAL INCOME:	\$1,092,000	\$1,092,000	\$876,000
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TOTAL REVENUES:

User Charge Revenues:	\$7,466,183	\$7,227,182	\$7,813,946
Sources of Additional Income:	1,092,000	1,092,000	876,000

TOTAL REVENUES:	\$8,558,183	\$8,319,182	\$8,689,946
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NET REVENUES (Total Revenues less O & M)	\$2,942,824	\$2,703,823	\$2,568,990
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DEBT SERVICE	Net Revenues	1.77	1.62	1.55
COVERAGE RATIO:	Total Debt Service	(ratio must be > <u>1.20</u>)		

REVENUES REQUIRED FOR DISCRETIONARY DEBT SERVICE:

MSDH SRF Loan Repayment:	179,220	179,220	179,220
MDEQ SRF Loan Repayment:	341,905	341,905	341,905
BancorpSouth Loan Repayment:	287,450	287,450	287,450
Transfer to General Fund :	200,000	200,000	0
CIP & Contingency Allocation:	0	0	90,000
TOTAL:	\$1,008,575	\$1,008,575	\$898,575

REVENUES WHICH MUST BE DERIVED FROM SYSTEM USER CHARGE:

Debt Service Obligations:	\$1,665,806	\$1,665,806	\$1,662,606
Operation & Maintenance Revenue Requirements:	\$5,615,359	\$5,615,359	\$6,120,956
Discretionary Debt Service:	\$1,008,575	\$1,008,575	\$898,575

REQUIRED REVENUE TO BE DERIVED FROM SYSTEM USER CHARGE:	\$8,289,740	\$8,289,740	\$8,682,137
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Evaluation of Required User Rate:

BALANCE FORWARD:				
	Applied Fund Balance	\$0	\$0	\$0
TOTAL REVENUE:		\$8,558,183	\$8,319,182	\$8,689,946
REQUIRED REVENUE:		\$8,289,740	\$8,289,740	\$8,682,137
	Favorable / (Unfavorable)	\$268,442	\$29,441	\$7,809
RATE TEST:				
	Total Revenues	1.03	1.00	1.00
	Required Revenue			

OPTION #3

Assumptions:

Combined System Revenue Requirement is a minimum of **\$8,592,137**

Residential Water and Sewer Rates remain at current

Collection Rate for Water and Sewer billing is 95%

Minimum Bill based on 3,000 gallons for all customers

Proposed changes:

Eliminate current Water Demand Fee⁽¹⁾ -current budget of \$456,000

Establish a Capacity Charge applied to Commercial customers using 10,000 gallons or more per month

Capacity Charge increases with usage from \$50 to a maximum of \$1,500/month⁽⁴⁾

Decrease Residential Water Rate to \$8.25 per Kgal

Establish Commercial Water Rate of \$8.50 /Kgal

Establish Commercial Sewer Rate of \$6.25/Kgal

Increase JCUA wastewater residential and commercial rate to recover JCUA cost

Include a contingency allowance equal to 20% of O&M Expense for unanticipated system repairs

	Current	Proposed	Change
Residential Water Rate	\$8.50 / Kgal	\$8.25 / Kgal	(\$0.25)
Commercial Water Rate	\$8.50 / Kgal	\$8.50 / Kgal	\$0.00
Demand Fee ⁽¹⁾	\$100/inch-meter size	\$0.00	-\$75 min
Capacity Charge ⁽⁴⁾		\$50.00 min up to \$1,500	
Residential Sewer Rate	\$4.10 / Kgal	\$4.10 / Kgal	\$0.00
Commercial Sewer Rate	\$4.10 / Kgal	\$6.25 / Kgal	\$2.15
JCUA Rate	\$4.90 / Kgal	\$5.15 / Kgal	\$0.25
Combined Residential Rate	\$17.50	\$17.50	\$0.00
Combined Commercial Rate ⁽²⁾	\$17.50	\$19.90	\$2.40
Based on 4,000 gallons, inside City limits			
Residential	\$70.00	\$70.00	\$0.00
Based on 10,000 gallons, inside City limits, \$50.00 Capacity Charge			
Commercial with 1" meter ⁽³⁾	\$275.00	\$249.00	(\$26.00)

⁽¹⁾ Demand Fee is applied to all commercial accounts in FY17. This will be eliminated in FY18.

⁽²⁾ Does not include Demand Fee (FY17) or Capacity Charge (FY18)

⁽³⁾ Assumes 1 inch meter, Demand Fee of \$100 (FY17), and Capacity Charge of \$50 (FY18)

⁽⁴⁾ Capacity charge table:

Usage	Capacity Charge	Est. Customers Impacted
0 to 9,999 gallons / month	\$0.00	341
10,000 to 19,999 gallons/ month	\$50.00	54
20,000 to 49,999 gallons/ month	\$150.00	40
50,000 to 99,999 gallons/ month	\$350.00	21
100,000 to 199,999 gallons/ month	\$750.00	15
Greater than 200,000 gallons/ month	\$1,500.00	18

PROPOSED COMBINED SYSTEM RATE - FY 2018
Option #3

	Adopted FY 2017	Est. Actual FY 2017	Proposed 2018
REVENUE REQUIREMENTS FOR DEBT SERVICE OBLIGATIONS			
GUD Refunding Bonds, Series 2012	1,400,500	1,400,500	1,396,350
MDB Special Obligation Bonds, Series 2013 (100%)	265,306	265,306	266,256
TOTAL DEBT SERVICE OBLIGATIONS:	\$1,665,806	\$1,665,806	\$1,662,606

REVENUE REQUIREMENTS FOR OPERATIONS & MAINTENANCE EXPENSES

Administrative (CWS)	2,621,143	2,621,143	2,672,072
Water/Sewer Operation & Maintenance	837,000	837,000	860,500
Jackson County Utility Authority	2,157,216	2,157,216	2,088,384
Indirect Charges	0	0	500,000
TOTAL OPERATION & MAINTENANCE EXPENSE:	\$5,615,359	\$5,615,359	\$6,120,956

TOTAL REVENUE REQUIREMENTS

Revenue required for Debt Service:	1,665,806	1,665,806	1,662,606
Revenue required for Operation & Maintenance:	5,615,359	5,615,359	6,120,956
TOTAL REVENUE REQUIREMENTS:	\$7,281,165	\$7,281,165	\$7,783,562

DETERMINATION OF REVENUE TO BE DERIVED FROM WATER USER CHARGE:

OPERATING REVENUES BASED ON CHARGEABLE CONSUMPTION (Kgal):

		Prev. 12 months ending June	
Chargeable Consumption (Water)	426,639	419,679	419,679
Chargeable Consumption (Sewer)	426,639	406,656	406,656
FY 2017: Water Revenue	\$3,626,432	\$3,567,275	
Sewer Revenue	\$1,749,220	\$1,667,291	
JCUA Revenue	\$2,090,531	\$1,992,616	
FY 2018: Water Revenue			\$3,713,534
Sewer Revenue			\$1,935,704
JCUA Revenue			\$2,094,280

SOURCES OF ADDITIONAL INCOME:

Interest Earnings	1,000	1,000	1,000
Other Revenue	500,000	500,000	500,000
Demand Charge	456,000	456,000	0

Service Connections	75,000	75,000	75,000
Sales Tax Payments	60,000	60,000	60,000
Transfer in from General Fund	0	0	0
Transfer in from Solid Waste	0	0	0
Capacity Charge			619,020
Service Charge			0

TOTAL SOURCES OF ADDITIONAL INCOME:	<u>\$1,092,000</u>	<u>\$1,092,000</u>	<u>\$1,255,020</u>
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TOTAL REVENUES:

User Charge Revenues:	\$7,466,183	\$7,227,182	\$7,743,519
Sources of Additional Income:	1,092,000	1,092,000	1,255,020

TOTAL REVENUES:	<u>\$8,558,183</u>	<u>\$8,319,182</u>	<u>\$8,998,539</u>
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NET REVENUES (Total Revenues less O & M)	<u>\$2,942,824</u>	<u>\$2,703,823</u>	<u>\$2,877,583</u>
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DEBT SERVICE	Net Revenues	1.77	1.62	1.73
COVERAGE RATIO:	Total Debt Service	(ratio must be > <u>1.20</u>)		

REVENUES REQUIRED FOR DISCRETIONARY DEBT SERVICE:

MSDH SRF Loan Repayment:	179,220	179,220	179,220
MDEQ SRF Loan Repayment:	341,905	341,905	341,905
BancorpSouth Loan Repayment:	287,450	287,450	287,450
Transfer to General Fund :	200,000	200,000	0
CIP & Contingency Allocation:	0	0	180,000
TOTAL:	<u>\$1,008,575</u>	<u>\$1,008,575</u>	<u>\$988,575</u>

REVENUES WHICH MUST BE DERIVED FROM SYSTEM USER CHARGE:

Debt Service Obligations:	\$1,665,806	\$1,665,806	\$1,662,606
Operation & Maintenance Revenue Requirements:	\$5,615,359	\$5,615,359	\$6,120,956
Discretionary Debt Service:	\$1,008,575	\$1,008,575	\$988,575

REQUIRED REVENUE TO BE DERIVED FROM SYSTEM USER CHARGE:	<u>\$8,289,740</u>	<u>\$8,289,740</u>	<u>\$8,772,137</u>
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Evaluation of Required User Rate:

BALANCE FORWARD:				
	Applied Fund Balance	\$0	\$0	\$0
TOTAL REVENUE:		\$8,558,183	\$8,319,182	\$8,998,539
REQUIRED REVENUE:		\$8,289,740	\$8,289,740	\$8,772,137
	Favorable / (Unfavorable)	\$268,442	\$29,441	\$226,401
RATE TEST:				
	<u>Total Revenues</u>	1.03	1.00	1.03
	Required Revenue			

GAUTIER RATE OPTIONS - COMPARISON

		FY 2017	FY 2018	FY 2018	FY 2018	
		<u>Current</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>	<u>how applied</u>
Base Fee		\$0.00	\$0.00	\$3.00	\$0.00	per month
Water	Residential Rate	\$8.50	\$8.50	\$7.50	\$8.25	per 1000gal
Water	Commercial Rate	\$8.50	\$12.35	\$12.10	\$8.50	per 1000gal
Water	Comm Capacity Charge			\$50	\$1500/mo	(1).
Water	Comm Demand Fee	\$100.00				for 1" meter
Sewer	Residential Rate	\$4.10	\$4.10	\$4.10	\$4.10	per 1000gal
Sewer	Residential JCUA Rate	\$4.90	\$5.15	\$5.15	\$5.15	per 1000gal
Sewer	Commercial Rate	\$4.10	\$6.40	\$6.60	\$6.25	per 1000gal
Sewer	Comm JCUA Rate	\$4.90	\$5.15	\$5.15	\$5.15	per 1000gal
Anticipated Annual Revenue		\$8,319,182	\$8,748,026	\$8,689,946	\$8,998,539	
Indirect Charges in Budget		\$0	\$500,000	\$500,000	\$500,000	
Contingency O&M in Budget		\$0	\$0	\$90,000	\$180,000	
		FY 2017	FY 2018	FY 2018	FY 2018	
Impact on Customers		<u>Current</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>	
Residential	4,000 gal/mo	\$70.00	\$71.00	\$70.00	\$70.00	
Residential	8,000 gal/mo	\$140.00	\$142.00	\$137.00	\$140.00	
Comm 1"	4,000 gal/mo	\$170.00	\$95.60	\$98.40	\$79.60	
Comm 1"	10,000 gal/mo	\$275.00	\$239.00	\$241.50	\$249.00	
Comm 1"	15,000 gal/mo	\$362.50	\$358.50	\$360.75	\$348.50	
Comm 1"	50,000 gal/mo	\$975.00	\$1,195.00	\$1,195.50	\$1,345.00	
Comm 1"	250,000 gal/mo	\$4,475.00	\$5,975.00	\$5,965.50	\$6,475.00	
Anticipated Annual Revenue		\$8,319,182	\$8,748,026	\$8,689,946	\$8,998,539	
Indirect Charges in Budget		\$0	\$500,000	\$500,000	\$500,000	
Contingency O&M in Budget		\$0	\$0	\$90,000	\$180,000	

(1) Capacity charge table below

Usage	Capacity Charge	
	Capacity Charge	Est. Customers Impacted
0 to 9,999 gallons / month	\$0.00	341
10,000 to 19,999 gallons/ mon	\$50.00	54
20,000 to 49,999 gallons/ mon	\$150.00	40
50,000 to 99,999 gallons/ mon	\$350.00	21
100,000 to 199,999 gallons/ m	\$750.00	15
Greater than 200,000 gallons/	\$1,500.00	18

FY 2018
BUDGET WORKSHEET

ENTERPRISE FUND

400 WATER & SEWER UTILITY
000 Revenue

Obj Description	BUDGET FY 2017		BUDGET FY 2018	
259 Loan Proceeds				
320 Insurance Refunds				
331 Interest from Bank Accounts	1,000.00		1,000.00	0.00
353 Surplus Property				0.00
359 Other Revenue	500,000.00		500,000.00	0.00
360 Water Payments	3,626,434.00		3,713,534.00	87,100.00
362 Service Connections	75,000.00		75,000.00	0.00
363 Sewer Payments	1,749,221.00		1,935,704.00	186,483.00
366 Wastewater Treatment Pmts	2,185,740.00		2,094,280.00	(91,460.00)
367 Demand Fee	456,000.00		0.00	(456,000.00)
Capacity Fee	0.00		619,020.00	619,020.00
370 FEMA/MEMA Reimbursement				0.00
373 Sewer Inspection Fees	500.00		0.00	(500.00)
377 Sales Tax Payments	60,000.00		60,000.00	0.00
380 Transfer from General Fund				0.00
390 Transfer from Solid Waste Fund	0.00		0.00	0.00
	8,653,895.00		8,998,538.00	344,643.00

400 WATER & SEWER UTILITY
500 Contingencies

Obj Description	BUDGET FY 2017		BUDGET FY 2018
900 Unappropriated Revenue			180,000.00

400 WATER & SEWER UTILITY
650 Administrative

Obj Description	BUDGET FY 2017		BUDGET FY 2018	
410 Salaries			162,760.00	162,760.00
411 Longevity			1,200.00	1,200.00
460 PERS - 15.75%			25,635.00	25,635.00
470 FICA & Medicare Match 7.65%			12,543.00	12,543.00
480 Group Insurance			46,360.00	46,360.00
491 Worker's Comp .39%			635.00	635.00
500 Office Supplies			5,000.00	5,000.00
525 Gas & Oil			1,000.00	1,000.00
559 Operating Supplies			8,000.00	8,000.00
602 Legal Fees			15,000.00	15,000.00
603 Prof Service - Engineering			65,000.00	65,000.00
605 Telephone	3,000.00		3,000.00	0.00
607 Postage	6,000.00		6,000.00	0.00
635 Building Maintenance	5,000.00		15,000.00	10,000.00
655 Overpayment Refunds	5,000.00		5,000.00	0.00
656 Shortage / Overage	500.00		500.00	0.00
671 Sales Tax Payable	61,000.00		61,000.00	0.00
672 CWS Admin Fees	2,440,293.00		2,239,293.00	(201,000.00)
698 Contracted Services	100,350.00		100,350.00	0.00
703 Furniture & Fixtures			1,000.00	1,000.00
	2,621,143.00		2,774,276.00	153,133.00

Arista \$50,000	Tyler \$32,400	Misc 5,000	Answering Serv \$5,100
RJY \$2500	Delta \$1,900	Cable1 4,200	FDGL \$450
new mthly pmt	\$199,107.75	remvd eng fees	(203,357.75 - 4,250)

**FY 2018
BUDGET WORKSHEET**

**400 WATER & SEWER UTILITY
651 Water & Sewer O & M**

Obj Description	BUDGET FY 2017		BUDGET FY 2018	
500 Office Supplies	5,000.00		0.00	(5,000.00)
559 Operating Supplies	8,000.00		0.00	(8,000.00)
581 Water System Mnt Supplies	120,000.00		150,000.00	30,000.00
582 Ionization Plant Supplies	0.00		25,000.00	25,000.00
583 Sewer System Mnt Supplies	50,000.00		50,000.00	0.00
584 Lift Station Mnt Supplies	40,000.00		75,000.00	35,000.00
585 Dirt/Rap/Limestone	15,000.00		15,000.00	0.00
603 Prof Service - Engineering	15,000.00		0.00	(15,000.00)
631 Electricity	222,500.00		222,500.00	0.00
667 Water Samples	3,000.00		3,000.00	0.00
668 JCUA - Wastewater Treatment	2,157,216.00		2,088,384.00	(68,832.00)
683 Inflo & Infiltration/Drainage	50,000.00		100,000.00	50,000.00
698 Contracted Services	108,500.00		70,000.00	(38,500.00)
712 Water Well Upgrades	75,000.00		0.00	(75,000.00)
713 Lift Station Upgrades	50,000.00		75,000.00	25,000.00
767 SCADA Improvements	75,000.00		75,000.00	0.00
799 Other Capital Outlay	0.00		0.00	0.00
	2,994,216.00		2,948,884.00	(45,332.00)
*Year 4 (4 & 5 \$8,855)				
American Tank \$9,000* Water Quality \$22,000 Mission Servs \$22,000 Serv Generators \$5,000 MS811 \$3,000 Mueller \$1,500 Waste Mgt \$7,500				

**400 WATER & SEWER UTILITY
680 Debt Service**

Obj Description	BUDGET FY 2017		BUDGET FY 2018	
803 Annual Fees - Bonds	5,500.00		5,500.00	0.00
816 Bond Principal - 2012 Series	1,330,000.00		1,355,000.00	25,000.00
817 Bond Interest - 2012 Series	68,200.00		41,350.00	(26,850.00)
818 Bond Principal - 2013 Series	135,000.00		140,000.00	5,000.00
819 Bond Interest - 2013 Series	130,307.00		126,257.00	(4,050.00)
821 State Loans #3 sewer rehab	94,530.00		94,530.00	0.00
822 State Loans #4 hwy 90/57	239,615.00		239,615.00	0.00
823 State Loan #5 Allen Road	25,800.00		25,800.00	0.00
824 State Loan #6 Old Spanish Trail	45,190.00		45,190.00	0.00
825 SRF Ln #7 C280879-02-2	115,992.00		115,992.00	0.00
831 Energy Services/Water Meters	287,450.00		287,450.00	0.00
	2,477,584.00		2,476,684.00	(900.00)

**400 WATER & SEWER UTILITY
900 Transfers**

Obj Description	BUDGET FY 2017		BUDGET FY 2018	
985 Transfer to General Fund	200,000.00		500,000.00	300,000.00
Transfer to Fund 449 PW Bldg	0.00		0.00	0.00
	200,000.00		500,000.00	300,000.00

FY 2018
BUDGET WORKSHEET

ENTERPRISE FUND

Water & Sewer Utility Fund Totals

	BUDGET FY 2017		BUDGET FY 2018	
Utility Fund Revenues	8,653,895.00	0.00	8,998,538.00	344,643.00
Contingencies	0.00	0.00	180,000.00	180,000.00
Administration	2,621,143.00	0.00	2,774,276.00	153,133.00
Water & Sewer O & M	2,994,216.00	0.00	2,948,884.00	(45,332.00)
Debt Service	2,477,584.00	0.00	2,476,684.00	(900.00)
Transfers	200,000.00	0.00	500,000.00	300,000.00
Utility Fund Expenditures	8,292,943.00	0.00	8,879,844.00	586,901.00
<i>Total Operating Expenditures</i>	<i>5,415,359.00</i>	<i>0.00</i>	<i>5,752,160.00</i>	<i>336,801.00</i>
<i>Total Capital Outlay Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>151,000.00</i>	<i>(49,000.00)</i>
<i>Total Debt Service</i>	<i>2,477,584.00</i>	<i>0.00</i>	<i>2,476,684.00</i>	<i>(900.00)</i>
<i>Total Interfund Transfers</i>	<i>200,000.00</i>	<i>0.00</i>	<i>500,000.00</i>	<i>300,000.00</i>
<i>Check Total</i>	<i>8,292,943.00</i>	<i>0.00</i>	<i>8,879,844.00</i>	<i>586,901.00</i>
 <i>Contingencies</i>	 <i>0.00</i>	 <i>0.00</i>	 <i>180,000.00</i>	 <i>180,000.00</i>
<i>Personnel</i>	<i>0.00</i>	<i>0.00</i>	<i>249,133.00</i>	<i>249,133.00</i>
<i>Supplies</i>	<i>238,000.00</i>	<i>0.00</i>	<i>329,000.00</i>	<i>91,000.00</i>
<i>Other Services</i>	<i>5,177,359.00</i>	<i>0.00</i>	<i>4,994,027.00</i>	<i>(183,332.00)</i>
<i>Capital Outlay</i>	<i>200,000.00</i>	<i>0.00</i>	<i>151,000.00</i>	<i>(49,000.00)</i>
<i>Debt Service</i>	<i>2,477,584.00</i>	<i>0.00</i>	<i>2,476,684.00</i>	<i>(900.00)</i>
<i>Interfund Transfers</i>	<i>200,000.00</i>	<i>0.00</i>	<i>500,000.00</i>	<i>300,000.00</i>
<i>Check Total</i>	<i>8,292,943.00</i>	<i>0.00</i>	<i>8,879,844.00</i>	<i>586,901.00</i>
 Cash Balance				
<i>Beginning Cash Balance</i>	<i>400,000</i>		<i>1,200,000.00</i>	
<i>Water Utility Fund Revenue</i>	<i>8,653,895</i>		<i>8,998,538.00</i>	
<i>Water Utility Fund Expenditures</i>	<i>8,292,943</i>		<i>8,879,844.00</i>	
<i>Ending Cash Balance</i>	<i>760,952.00</i>		<i>1,318,694.00</i>	

FY 2018
BUDGET WORKSHEET

001 GENERAL FUND
000 Revenue

Obj Description	BUDGET FY 2017	BUDGET FY 2018	Difference
200 Ad Valorem - Real Estate	2,236,604.00	2,344,537.00	107,933.00
201 Ad Valorem - Automobiles	571,800.00	625,872.00	54,072.00
202 Ad Valorem - Prior Year	2,600.00	5,000.00	2,400.00
205 Ad Valorem - Land Redemption	8,500.00	9,500.00	1,000.00
208 Ad Valorem - Personal Taxes	156,815.00	178,763.00	21,948.00
209 Ad Valorem - Public Utilities	212,959.00	226,228.00	13,269.00
210 Ad Valorem - Penalties & Interest	15,000.00	25,000.00	10,000.00
211 Ad Valorem - Mobile Home	8,858.00	9,930.00	1,072.00
212 Rail Car Tax	2,000.00	2,000.00	0.00
213 Privilege Tax - Heavy Duty Vhcle	1,600.00	3,000.00	1,400.00
214 Ad Valorem - Public Safety	0.00	202,512.00	202,512.00
216 S R EPA fees - in leau of taxes	355,000.00	342,000.00	(13,000.00)
217 Fees in Lieu of Taxes			0.00
218 Ad Valorem - Debt Service	904,052.00	912,431.00	8,379.00
219 Other Permits	2,000.00	2,000.00	0.00
220 Privilege License	25,000.00	25,000.00	0.00
221 Franchise Fees	163,000.00	155,000.00	(8,000.00)
222 Permits - Building	50,000.00	60,000.00	10,000.00
232 FBI Safe Street Grant	14,000.00	14,000.00	0.00
233 HIDTA Grant	9,000.00	9,000.00	0.00
236 Traffic Enforcement Grant	13,855.00	13,855.00	0.00
244 Contractor License	3,000.00	4,000.00	1,000.00
245 Lien Revenue (Abatements)			0.00
258 Donations	2,500.00	2,500.00	0.00
259 Loan Proceeds	170,000.00	0.00	(170,000.00)
260 General Sales Tax	2,225,000.00	2,235,000.00	10,000.00
261 Alcoholic Beverage License	11,000.00	13,000.00	2,000.00
264 Homestead Reimbursement	90,000.00	90,000.00	0.00
265 Motor Fuel Tax	14,000.00	115,560.00	101,560.00
267 Municipal Aid Surplus	9,200.00	9,200.00	0.00
271 Pro-rata County Road Tax	487,000.00	487,000.00	0.00
272 Co Shared Revenue-Recreation	135,000.00	135,000.00	0.00
280 Public Records	10,000.00	11,000.00	1,000.00
300 Court Fines & Forfeitures	350,000.00	350,000.00	0.00
301 Park Fees	6,000.00	8,000.00	2,000.00
302 Court Special Assessment	126,000.00	120,000.00	(6,000.00)
305 Concessions/Merchandise			0.00
306 Travel Reimbursements	10,800.00	10,800.00	0.00
310 Returned Check Charges			0.00
313 Event/Festival Fees		500.00	500.00
315 Police Dept Misc Fees	2,100.00	2,600.00	500.00
320 Insurance Refunds	15,000.00	15,000.00	0.00
325 Veterans Tribute Tower			0.00
331 Interest on Bank Accounts	2,200.00	2,200.00	0.00
333 Forfeited/Evidence Funds			0.00
340 Football Registration	12,000.00	14,000.00	2,000.00
342 Basketball Registration			0.00
353 Surplus Property			0.00
359 Other Revenue	1,500.00	1,500.00	0.00
370 FEMA/MEMA Reimbursement			0.00
361 Transfer from Other Funds	200,000.00	0.00	(200,000.00)
389 Transfer from Enterprise Fund	200,000.00	500,000.00	300,000.00
390 Transfer from Solid Waste Fund	316,500.00	300,000.00	(16,500.00)
	9,151,443.00	0.00	9,592,488.00
			441,045.00

FY 2018
BUDGET WORKSHEET

001 GENERAL FUND

001 Legislative

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
459 Council Persons	43,200.00		43,200.00	0.00
460 PERS - 15.75%	6,804.00		6,804.00	0.00
470 FICA & Medicare Match 7.65%	2,690.00		2,950.00	260.00
480 Group Insurance	42,580.00		49,962.00	7,382.00
559 Operating Supplies	1,000.00		1,000.00	0.00
615 Advertising inc parade funds	1,000.00		3,000.00	2,000.00
681 Travel & Training	4,200.00		13,650.00	9,450.00
682 Dues	6,000.00		6,000.00	0.00
698 Contracted Services	10,000.00		0.00	(10,000.00)
	117,474.00		126,566.00	9,092.00

MML \$1750.00 Training: annually \$500.00 each Mileage Reimb: monthly \$100 each
Capitol Resources contract paid out

001 GENERAL FUND

010 City Court

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	89,506.00		91,441.00	1,935.00
411 Longevity	2,250.00		1,730.00	(520.00)
450 Warrant Overtime			25,000.00	25,000.00
460 PERS - 15.75%	14,098.00		19,285.00	5,187.00
470 FICA & Medicare Match 7.65%	6,760.00		9,499.00	2,739.00
480 Group Insurance	15,870.00		20,737.00	4,867.00
491 Worker's Comp .39% / 3.43%	457.00		1,238.00	781.00
500 Office Supplies	2,000.00		2,000.00	0.00
559 Operating Supplies	1,000.00		1,000.00	0.00
602 Professional Services - Legal	10,800.00		1,000.00	(9,800.00)
620 Printing & Binding	1,000.00		1,000.00	0.00
639 Repair & Maintenance - Equipment	250.00		250.00	0.00
681 Travel & Training	700.00		700.00	0.00
682 Dues	100.00		100.00	0.00
696 ADC Charges	100,000.00		120,000.00	20,000.00
698 Contract Services	17,700.00		18,600.00	900.00
704 Computers AV & Software	0.00		0.00	0.00
	262,491.00		313,580.00	51,089.00

001 GENERAL FUND

021 City Manager

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	80,260.00		23,920.00	(56,340.00)
411 Longevity	1,140.00		0.00	(1,140.00)
425 Contractual Labor	108,000.00		108,000.00	0.00
460 PERS - 15.75%	12,641.00		3,768.00	(8,873.00)
470 FICA & Medicare Match 7.65%	5,976.00		1,830.00	(4,146.00)
480 Group Insurance	15,870.00		11,002.00	(4,868.00)
491 Worker's Comp .39%	410.00		94.00	(316.00)
500 Office Supplies	1,000.00		1,000.00	0.00
559 Operating Supplies	1,500.00		1,500.00	0.00
601 Professional Services	5,000.00		3,000.00	(2,000.00)
605 Telephone	1,800.00		1,300.00	(500.00)
615 Advertising	0.00		7,000.00	7,000.00
681 Travel & Training	1,500.00		1,500.00	0.00
682 Dues	1,500.00		1,000.00	(500.00)
688 Economic Development	55,500.00		60,000.00	4,500.00
	292,097.00		224,914.00	(67,183.00)

Play the Coast \$6000

FY 2018
BUDGET WORKSHEET

001 GENERAL FUND

22 Human Resources

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	85,676.00		89,383.00	3,707.00
411 Longevity	2,090.00		2,330.00	240.00
460 PERS - 15.75%	13,494.00		14,078.00	584.00
470 FICA & Medicare Match 7.65%	6,714.00		7,016.00	302.00
480 Group Insurance	15,870.00		15,870.00	0.00
491 Worker's Compensation .39%	437.00		349.00	(88.00)
500 Office Supplies	1,200.00		1,200.00	0.00
559 Operating Supplies	1,000.00		1,000.00	0.00
596 Donation Expenditure	1,500.00		1,500.00	0.00
604 Professional Services - Medical	4,000.00		4,000.00	0.00
605 Telephone	600.00		650.00	50.00
615 Advertising	1,000.00		1,000.00	0.00
638 Repair & Maintenance - Vehicles	500.00		0.00	(500.00)
660 Civil Service Expenses	2,500.00		2,500.00	0.00
681 Travel & Training	1,000.00		1,000.00	0.00
682 Dues	600.00		600.00	0.00
684 Publications	500.00		500.00	0.00
703 Furniture & Fixtures	0.00		200.00	
	138,681.00		143,176.00	4,495.00
Medical incs SRS EAP pmt				

001 GENERAL FUND

030 Elections

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
559 Operating Supplies	1,500.00		0.00	(1,500.00)
615 Advertising	2,000.00		0.00	(2,000.00)
681 Travel & Training	500.00		0.00	(500.00)
699 Services	12,000.00		0.00	(12,000.00)
	16,000.00		0.00	(16,000.00)

001 GENERAL FUND

040 City Clerk

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	154,503.00		156,754.00	2,251.00
411 Longevity	4,720.00		3,750.00	(970.00)
460 PERS - 15.75%	24,335.00		24,689.00	354.00
470 FICA & Medicare Match 7.65%	11,681.00		12,278.00	597.00
480 Group Insurance	31,739.00		37,872.00	6,133.00
491 Worker's Compensation .39%	788.00		612.00	(176.00)
500 Office Supplies	10,000.00		10,000.00	0.00
559 Operating Supplies	1,500.00		1,500.00	0.00
605 Telephone	1,604.00		1,900.00	296.00
615 Advertising	7,000.00		10,000.00	3,000.00
638 Repair & Maintenance - Vehicles	500.00		0.00	(500.00)
639 Repair & Maintenance - Equipment	0.00		0.00	0.00
681 Travel & Training	2,500.00		2,500.00	0.00
682 Dues	500.00		500.00	0.00
699 Services	6,000.00		13,500.00	7,500.00
704 Computer AV & Software	0.00		1,600.00	1,600.00
730 Machinery & Equipment	0.00		0.00	0.00
	257,370.00		277,455.00	20,085.00

Codify Ordinances \$7500 Municode \$600 Bond Disc \$3000 Software Renewal \$2,400

FY 2018
BUDGET WORKSHEET

001 GENERAL FUND

45 Finance

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	132,767.00		124,633.00	(8,134.00)
411 Longevity	4,230.00		3,150.00	(1,080.00)
460 PERS - 15.75%	20,911.00		19,630.00	(1,281.00)
470 FICA & Medicare Match 7.65%	10,151.00		9,776.00	(375.00)
480 Group Insurance	21,843.00		23,393.00	1,550.00
491 Worker's Compensation .39%	678.00		487.00	(191.00)
500 Office Supplies	1,000.00		1,000.00	0.00
559 Operating Supplies	500.00		550.00	50.00
704 Computer AV & Software	0.00		2,000.00	2,000.00
	192,080.00		184,619.00	(7,461.00)

001 GENERAL FUND

060 City Attorney

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
602 Contracted Services-LEGAL	120,000.00		105,000.00	(15,000.00)
681 Travel & Training				
	120,000.00		105,000.00	(15,000.00)

Retainer \$95,000
Litigation \$10,000
JCUA Litigation (moved to 400)

001 GENERAL FUND

090 Economic Dev - Planning

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	46,759.00		113,074.00	66,315.00
411 Longevity	650.00		2,030.00	1,380.00
412 Building - Zoning	122,554.00		67,434.00	(55,120.00)
460 PERS - 15.75%	26,668.00		28,430.00	1,762.00
470 FICA & Medicare Match 7.65%	13,002.00		13,964.00	962.00
480 Group Insurance	30,473.00		30,473.00	0.00
491 Worker's Comp .39% / 4.91%	3,704.00		2,879.00	(825.00)
500 Office Supplies	3,000.00		3,000.00	0.00
525 Gasoline & Oil	3,000.00		3,000.00	0.00
559 Operating Supplies	3,000.00		3,000.00	0.00
561 Code Enforcement	1,000.00		1,000.00	0.00
605 Telephone	1,800.00		1,900.00	100.00
607 Postage	800.00		0.00	(800.00)
615 Advertising	1,000.00		1,000.00	0.00
620 Printing & Binding	1,000.00		1,000.00	0.00
638 Repair & Maintenance - Vehicle	1,500.00		1,500.00	0.00
639 Repair & Maintenance - Equipment	600.00		600.00	0.00
643 Economic Dev	19,000.00		15,650.00	(3,350.00)
681 Travel & Training	3,500.00		3,000.00	(500.00)
682 Dues	1,000.00		1,000.00	0.00
684 Publications	500.00		500.00	0.00
689 Animal Control Expenses	2,000.00		2,000.00	0.00
697 JC Animal Shelter	10,560.00		10,560.00	0.00
698 Contracted Services	13,500.00		7,000.00	(6,500.00)
704 Computers AV & Software	0.00		3,000.00	3,000.00
	310,570.00		316,994.00	6,424.00

JCEDF \$2000 GRPC \$8500 JCCC \$5150

SBM \$2700 RJ Young \$3000 iPad Service (3) \$1300

**FY 2018
BUDGET WORKSHEET**

001 GENERAL FUND

092 Building & General Expenses

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
510 Cleaning & Janitorial	6,000.00		8,000.00	2,000.00
525 Gasoline & Oil	2,000.00		3,000.00	1,000.00
565 Signage	5,000.00		5,000.00	0.00
600 Professional Services - Audit	28,000.00		30,000.00	2,000.00
605 Telephone	45,000.00		46,000.00	1,000.00
607 Postage	5,100.00		9,000.00	3,900.00
610 Unemployment - All Funds	15,000.00		15,000.00	0.00
611 Tuition Reimbursement	0.00		0.00	0.00
625 Insurance	285,000.00		285,000.00	0.00
631 Electricity	26,000.00		26,000.00	0.00
635 Repair & Maintenance - Building	4,000.00		4,000.00	0.00
639 Repair & Maintenance - Equipment	2,000.00		2,000.00	0.00
655 Overpayment Refunds Sect 42	0.00		15,000.00	15,000.00
673 County Collection Fees	30,000.00		30,000.00	0.00
698 Contracted Services	79,500.00		83,000.00	3,500.00
702 Equipment (A/C Unit & Microphones)	4,500.00		6,500.00	2,000.00
703 Furniture (Chairs-Council Chambers)	10,000.00		4,000.00	(6,000.00)
714 Veterans Tribute Tower	0.00		0.00	0.00
721 Building Improvements	0.00		0.00	0.00
	547,100.00		571,500.00	24,400.00

Surety Bonds \$7,500 K9s \$1,300 Flood \$2,200 Deductibles \$12,000 Liability & Property Est 262,000

*Secure Networks \$32000 RJY 17000 Delta \$5500 Website \$4000 Research \$5000 SouthPest \$2500
PitneyBowes \$2000 AVG \$2500 IBM \$1500 CableOne \$1500 Misc Maint Renewals \$11500*

001 GENERAL FUND

94 Grants & Projects Admin

Obj Description	BUDGET 2017	FY 2017	BUDGET FY 2018	
410 Administration	0.00		96,001.00	96,001.00
411 Longevity	0.00		220.00	220.00
460 PERS - 15.75%	0.00		15,121.00	15,121.00
470 FICA & Medicare Match 7.65%	0.00		7,361.00	7,361.00
480 Group Insurance	0.00		15,870.00	15,870.00
491 Worker's Compensation .39%	0.00		375.00	375.00
500 Office Supplies	0.00		500.00	500.00
559 Operating Supplies	0.00		500.00	500.00
605 Telephone	0.00		1,320.00	1,320.00
681 Travel & Training	0.00		2,000.00	2,000.00
703 Furniture & Fixtures	0.00		1,000.00	1,000.00
704 Computer AV & Software	0.00		1,500.00	1,500.00
	0.00		141,768.00	141,768.00

**FY 2018
BUDGET WORKSHEET**

**001 GENERAL FUND
100 Police**

Obj Description	BUDGET 2017	FY	BUDGET FY 2018	
411 Longevity	25,060.00		21,650.00	(3,410.00)
430 Law Enforcement Officers	1,404,691.00		1,397,034.00	(7,657.00)
431 Admin & Dispatch	314,669.00		316,277.00	1,608.00
432 School Guards	24,896.00		24,896.00	0.00
450 Overtime	95,050.00		95,000.00	(50.00)
452 Holiday Pay	53,969.00		55,137.00	1,168.00
454 Traffic Enforcement Grant	11,970.00		0.00	(11,970.00)
460 PERS - 15.75%	294,698.00		293,494.00	(1,204.00)
470 FICA & Medicare Match 7.65%	147,119.00		146,114.00	(1,005.00)
480 Group Insurance	375,502.00		359,638.00	(15,864.00)
491 Worker's Comp 3.43%, .39%	72,845.00		54,846.00	(17,999.00)
500 Office Supplies	5,000.00		5,000.00	0.00
514 K9 Supplies & Expenses	4,000.00		4,000.00	0.00
525 Gas & Oil	120,000.00		120,000.00	0.00
535 Uniforms	15,000.00		15,000.00	0.00
536 Clothing Allowance	3,000.00		3,000.00	0.00
559 Operating Supplies	18,000.00		18,000.00	0.00
570 Motor Vehicle Repair Parts	25,000.00		38,500.00	13,500.00
604 Professional Services - Medical	3,000.00		3,000.00	0.00
605 Telephone	8,400.00		8,400.00	0.00
620 Printing & Binding	2,000.00		1,000.00	(1,000.00)
631 Electricity	20,000.00		20,000.00	0.00
635 Repair & Maintenance - Building	5,000.00		4,000.00	(1,000.00)
638 Repair & Maintenance - Vehicles	30,000.00		35,000.00	5,000.00
639 Repair & Maintenance - Equipment	20,000.00		16,000.00	(4,000.00)
640 Rental	3,000.00		0.00	(3,000.00)
681 Travel & Training	22,500.00		20,000.00	(2,500.00)
682 Dues	1,000.00		1,000.00	0.00
684 Publications	500.00		500.00	0.00
699 Services	47,950.00		52,000.00	4,050.00
740 Vehicles	170,000.00		0.00	(170,000.00)
799 Other Capital Outlay	61,415.00		13,792.00	(47,623.00)
810 HIDTA Vehicle Ln Pmt (8/19)	9,250.00		9,250.00	0.00
810 6 Patrol Units Ln Pmt NEW	65,850.00		54,726.00	(11,124.00)
	3,480,334.00		3,206,254.00	(274,080.00)

PTS \$18,600 CableOne \$4,800 MorphoTrust \$3,750 Leads Online \$2,200 Misc \$2,000 DPS \$3,000
 Identikit \$500 Secure Networks \$4,000 (renewals) RJY \$2,200 SMBM \$7,950 ATT \$3,000

Tasers (5) \$1200 Computers (2) \$2400 Scanners (2) \$1400 Ruger Rifles (8) \$3992

**FY 2018
BUDGET WORKSHEET**

001 GENERAL FUND

161 Fire

Obj	Description	BUDGET 2017	FY 2018	BUDGET FY 2018	
410	Administration	30,576.00		31,034.00	458.00
411	Longevity	22,730.00		23,950.00	1,220.00
435	Fire Fighters	1,289,467.00		1,342,315.00	52,848.00
450	Overtime	80,000.00		80,000.00	0.00
452	Holiday Pay	49,076.00		48,981.00	(95.00)
460	PERS - 15.75%	228,237.00		236,618.00	8,381.00
470	FICA & Medicare Match 7.65%	112,597.00		116,760.00	4,163.00
480	Group Insurance	258,822.00		279,971.00	21,149.00
491	Worker's Comp .39%, 5.1%	95,624.00		75,158.00	(20,466.00)
500	Office Supplies	2,000.00		2,000.00	0.00
525	Gas & Oil	25,000.00		25,000.00	0.00
535	Uniforms	35,000.00		30,000.00	(5,000.00)
559	Operating Supplies	4,000.00		4,000.00	0.00
575	Training Supplies	500.00		500.00	0.00
596	Donation Expenditure	1,367.00		1,367.00	0.00
604	Professional Services-Medical	15,000.00		15,000.00	0.00
605	Telephone	2,020.00		2,350.00	330.00
620	Printing & Binding	200.00		200.00	0.00
630	Gas	4,000.00		4,000.00	0.00
631	Electricity	18,000.00		18,000.00	0.00
635	Repair & Maintenance - Building	4,000.00		4,000.00	0.00
638	Repair & Maintenance - Vehicles	30,000.00		25,000.00	(5,000.00)
639	Repair & Maintenance - Equipment	8,000.00		8,000.00	0.00
681	Travel & Training	30,000.00		25,000.00	(5,000.00)
682	Dues	1,000.00		1,000.00	0.00
684	Publications				0.00
698	Services	1,700.00		1,700.00	0.00
721	Building Improvements	6,000.00		6,000.00	0.00
740	Vehicle Purchase	0.00		0.00	0.00
		2,354,916.00		2,407,904.00	52,988.00

001 GENERAL FUND

170 Recreation

Obj	Description	BUDGET 2017	FY 2018	BUDGET FY 2018	
411	Longevity	2,520.00		4,030.00	1,510.00
417	Cultural Services	173,036.00		192,690.00	19,654.00
420	Student Worker	14,976.00		14,040.00	(936.00)
450	Overtime	2,500.00		2,500.00	0.00
460	PERS - 15.75%	27,647.00		30,743.00	3,096.00
470	FICA & Medicare Match 7.65%	14,767.00		16,314.00	1,547.00
480	Group Insurance	30,240.00		44,861.00	14,621.00
491	Worker's Comp .39%, 4.97%	7,233.00		6,607.00	(626.00)
500	Office Supplies	2,000.00		2,000.00	0.00
502	Football League Supplies	10,000.00		10,000.00	0.00
503	Baseball League Supplies	3,000.00		1,000.00	(2,000.00)
513	Events & Festivals	0.00		8,000.00	8,000.00
525	Gas & Oil	10,000.00		10,000.00	0.00
535	Uniforms	1,200.00		1,500.00	300.00
559	Operating Supplies	5,500.00		6,000.00	500.00
577	Repair & Maint Supplies - Field	6,000.00		6,000.00	0.00
605	Telephone	2,200.00		2,500.00	300.00
615	Advertising	0.00		2,000.00	2,000.00
631	Electricity	29,000.00		29,000.00	0.00
634	Repair & Maintenance - Parks	2,500.00		8,000.00	5,500.00
635	Repair & Maintenance - Building	4,000.00		4,000.00	0.00
638	Repair & Maintenance - Vehicles	5,000.00		10,000.00	5,000.00
639	Repair & Maintenance - Equipment	12,500.00		15,000.00	2,500.00
642	Boys & Girls Club Support	0.00		10,550.00	10,550.00
645	Cultural Services	22,500.00		9,500.00	(13,000.00)
681	Travel & Training	1,200.00		1,000.00	(200.00)
682	Dues	0.00		200.00	200.00
698	Contracted Services	7,000.00		6,000.00	(1,000.00)
704	Computers AV & Software	0.00		0.00	0.00
721	Improvements to Building	0.00		0.00	0.00
740	Vehicles	0.00		0.00	0.00
		396,519.00		454,035.00	57,516.00

ATT DSL \$3000 Fosters \$610 GC Comm \$400 Delta Stn \$425 Redd \$150 Grand View \$300 Misc \$1115
Audobon \$1000 Men's Club \$1000 Gautier Pride \$1000 Garden Club \$500 Mullet \$5000 MS Songwriters \$1000

FY 2018
BUDGET WORKSHEET

001 GENERAL FUND

201 Streets

Obj Description	BUDGET	FY	BUDGET	FY	
		2017		2018	
559 Operating Supplies		5,000.00		5,000.00	0.00
565 Signage				20,000.00	20,000.00
576 Road Repair & Maint Supplies		45,000.00		45,000.00	0.00
603 Professional Services-Engineering		10,000.00			(10,000.00)
614 Prof Serv - Easement Acquisitions		5,000.00		5,000.00	0.00
629 Electricity: Signal Lights		23,000.00		18,000.00	(5,000.00)
633 Electricity: Street Lighting		89,000.00		85,000.00	(4,000.00)
637 Repr/Maint: Street Lights		10,000.00		25,000.00	15,000.00
698 Contracted Services (Signals)		15,000.00		20,000.00	5,000.00
750 Other Improvements					0.00
751 Capital Outlay: St Lights etc.		15,000.00		30,000.00	15,000.00
		217,000.00		253,000.00	36,000.00

001 GENERAL FUND

205 Maintenance

Obj Description	BUDGET	FY	BUDGET	FY	
		2017		2018	
411 Longevity		4,230.00		4,370.00	140.00
415 Fleet Maintenance		76,586.00		78,853.00	2,267.00
418 General Maintenance		62,421.00		63,711.00	1,290.00
450 Overtime		1,000.00		1,000.00	0.00
460 PERS - 15.75%		22,052.00		22,612.00	560.00
470 FICA & Medicare Match 7.65%		11,034.00		11,318.00	284.00
480 Group Insurance		20,809.00		20,809.00	0.00
491 Worker's Comp 3.44%, 4.91%		7,576.00		5,876.00	(1,700.00)
525 Gas & Oil		5,000.00		5,000.00	0.00
535 Uniforms		3,400.00		3,400.00	0.00
559 Operating Supplies		2,000.00		2,000.00	0.00
560 Building Supplies		2,000.00		2,000.00	0.00
570 Motor Vehicle Repair Parts				5,000.00	5,000.00
588 Welding Supplies		2,500.00		2,500.00	0.00
605 Telephone		330.00		330.00	0.00
638 Repair & Maintenance - Vehicles		2,000.00		5,000.00	3,000.00
639 Repair & Maintenance - Equipment		500.00		500.00	0.00
698 Contracted Services		0.00		320.00	320.00
		223,438.00		234,599.00	11,161.00

FY 2018
BUDGET WORKSHEET

001 GENERAL FUND

500 Contingencies

Obj Description	BUDGET	FY	BUDGET
		2017	FY 2018
900 Unappropriated Revenue		0.00	0.00
		0.00	0.00

001 GENERAL FUND

900 Fund Transfers

Obj Description	BUDGET	FY	BUDGET	FY
		2017		2018
969 Transfer to Other Funds	791,839.00		795,982.00	4,143.00
979 Transfer to Health Benefit Fund			235,000.00	235,000.00
	791,839.00		1,030,982.00	239,143.00

FY 2017

Transfer Debt Service Ad Valorem

Katrina Bond	\$279,229	Last pmt 2020
GO Bond	\$502,319	Last pmt 2030
Allen Rd CAP	\$14,434	

Transfer Grant Match

None

FY 2018
BUDGET WORKSHEET

General Fund Totals		BUDGET FY 2017	BUDGET FY 2018
General Fund Revenues		9,151,443.00	9,592,488.00
Expenditures:			
001	Legislative	117,474.00	126,566.00
010	City Court	262,491.00	313,580.00
021	City Manager	292,097.00	224,914.00
022	Human Resources	138,681.00	143,176.00
030	Elections	16,000.00	0.00
040	City Clerk	257,370.00	277,455.00
045	Finance	192,080.00	184,619.00
060	City Attorney	120,000.00	105,000.00
090	Economic Dev - Planning	310,570.00	316,994.00
092	Building & General Expenses	547,100.00	571,500.00
094	Grants & Projects Adminn	0.00	141,768.00
100	Police	3,480,334.00	3,206,254.00
161	Fire	2,354,916.00	2,407,904.00
170	Recreation	396,519.00	454,035.00
201	PW: Streets	217,000.00	253,000.00
205	PW: Maintenance	223,438.00	234,599.00
451	Public Safety	0.00	0.00
900	Interfund Transfers	791,839.00	1,030,982.00
556	Contingency		
General Fund Expenditures		9,717,909.00	9,992,346.00
<i>Total Operating Expenditures</i>		8,584,055.00	8,827,796.00
<i>Total Capital Outlay Expenditures</i>		266,915.00	69,592.00
<i>Total Debt Service</i>		75,100.00	63,976.00
<i>Total Transfers Out</i>		791,839.00	1,030,982.00
<i>Total Unappropriated</i>		0.00	0.00
<i>Check Total</i>		9,717,909.00	9,992,346.00
<i>Personnel</i>		6,701,174.00	6,878,949.00
<i>Supplies</i>		408,167.00	451,017.00
<i>Other Services</i>		1,474,714.00	1,497,830.00
<i>Capital Outlay</i>		266,915.00	69,592.00
<i>Debt Service</i>		75,100.00	63,976.00
<i>Interfund Transfers for DS</i>		791,839.00	1,030,982.00
<i>Unappropriated</i>		0.00	0.00
<i>Check Total</i>		9,717,909.00	9,992,346.00
Cash Balance			
<i>Beginning Cash Balance</i>		1,525,000.00	1,450,000.00
<i>General Fund Revenue</i>		9,151,443.00	9,592,488.00
<i>General Fund Expenditures</i>		9,717,909.00	9,992,346.00
<i>Remaining Cash Balance</i>		958,534.00	1,050,142.00
Ending Cash Balance			1,050,142.00