

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 7, 2018 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Farmers Market (2nd Saturday Monthly) May - October 8:00 AM until 12:00 PM at George Martin City Park

IV. Presentation Agenda

V. Business Agenda

1. Approval to enter into a negotiated contract with a Solid Waste Collection and Disposal Provider

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of minutes from Recessed Council Meeting held July 17, 2018

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization for Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of the Professional Services Agreement with Seymour Engineering for engineering services associated with the City Park Fitness Trail

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

- 1. Resolution removing a Police Department vehicle off inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus**
- 2. Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center by the City of Gautier**
- 3. Approval of a Use Agreement between the City of Gautier and Brock Services, LLC for the Cruisin' Through the Decades Event**
- 4. Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, stage roofing and production services for the City of Gautier's one day Cruisin' Through the Decades Event**
- 5. Approval of water and sewer adjustments dated July 2018 in the amount of \$8,239.11.**
- 6. Authorization to Advertise for Bids for the Shepard State Park Log Cabin Welcome Center, Phase II Project**
- 7. Resolution authorizing Mileage Reimbursement for Mayor Torjusen while on official travel for the month of July 2018.**
- 8. Authorization to advertise for proposals to select a bank depository for the years 2018 and 2019 pursuant to state laws.**

9. Authorization to enter into an agreement with Brindlee Mountain Fire Apparatus, LLC. to sell, at public auction, the 1994 Emergency One Commercial Cab Tanker/Pumper.
10. Approval and authorization to pay business landlord searching expenses totaling \$2,500 to Chris and Crystal Ramsdell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000
11. Resolution requesting the Mississippi Legislature to amend the applicable sales tax laws and use tax laws to provide the 18.5 percent of the sales tax collected from internet interstate sales shall be paid to the municipalities as currently provided for in-state sales.
12. Approval of a City of Gautier Mobile App agreement
13. Receive July 2018 Privilege License

VII. STUDY AGENDA

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

Recess until August 9, 2018 at 6:00 PM
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
August 7, 2018**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Farmers Market (2nd Saturday Monthly) May – October 8:00 AM until 12:00 PM at George Martin City Park.**

NOTES:



Nature's Playground

2nd Saturday



Farmers MARKET



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

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



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
August7, 2018**

ITEM DESCRIPTION:

PRESENTATION AGENDA - None

NOTES:

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

Council Meeting:
Title:

August 7, 2018
**Approval to enter into a negotiated contract with a
Solid Waste Collection and Disposal Provider**

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Approval to enter into a negotiated contract with a Solid Waste Collection and Disposal Provider

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:

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

Council Meeting:
Title:

August 7, 2018
Approval of minutes from Recessed Council Meeting
held July 17, 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held July 17, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held July 17, 2018 are hereby approved.

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

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 7, 2018.

**Tuesday
July 17, 2018
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held July 17, 2018 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 17, 2018 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Gautier's Farmers Market (2nd Saturday Monthly) May - October 8:00 AM until 12:00 PM at George Martin City Park**
 - 2. Gautier Senior Center Membership Drive July 18th 10:00 AM until 1:00 PM**
 - 3. Gautier's 2nd Annual Music on the Lawn, July 21st 5:00 PM until 8:00 PM at Gautier City Hall**
 - 4. Gautier Youth Football Camp, July 25th 8:30 AM until 11:00 AM at GHS Football Field**
 - 5. Gautier Youth Basketball Camp July 26th & 27th 9:00 AM until 12:00 PM at Gautier Middle School Gym**
- IV. Presentation Agenda**
 - 1. 2018-2019 Gautier Mayor's Youth Council Swearing In**
- V. Business Agenda**
 - 1. Authorize the execution of an Emergency Watershed Protection Program Grant Form (NRCS)**



2. Approval of Docket of Claims



VI. Consent Agenda **(All items approved in one motion)**

1. Approval for an addendum to Delta Computer Systems Software Support Agreement for fiscal year 2018-2019
2. Authorization to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant
3. Approval of an addendum to the American Tank Water Tank Maintenance Agreement
4. Approval of the renewal of the service agreement with Cable One for the North Police Substation internet service.
5. Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC
6. Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event
7. Approval of the 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP
8. Receive May 2018 Finance Report
9. Approval of minutes from Recessed Council Meeting held June 19, 2018 & Regular Council Meeting held July 3, 2018
10. Receive May & June 2018 Privilege License

VII. STUDY AGENDA

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

Adjourn until August 7th at 6:30 PM

www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda order with the following revisions:

1. Add task order agreement as an exhibit to Consent Agenda Item #5.
2. Add Consent Agenda Item #11- Consideration of Revisions to Policy for Adjustments on Water and Sewer charges.
3. Remove July 3rd, 2018 Council Meeting Minutes from the Consent Agenda Item #9 and insert as Business Agenda Item #3.

Councilman Jackson seconded the motion and the vote carried unanimously. Absent were Councilwoman Martin and Councilman Colledge.

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 5. Gautier Youth Basketball Camp July 26th & 27th 9:00 AM until 12:00 PM at Gautier Middle School Gym
-

PRESENTATION

1. 2018-2019 Gautier Mayor's Youth Council Swearing In
-



Nature's Playground

2nd Saturday

Farmers MARKET



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

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



Gautier Senior Center



Live in Gautier and interested in becoming a member of the Gautier Senior Center? Come join the City of Gautier's Senior Center for our Annual Fish Fry, Music, Games!

Senior Center Membership is free.



JULY 18TH



10:00 A.M. - 1:00 P.M.

914 DE LA POINTE DR.

FEATURING FLATT CAPPS BAND

GAUTIER
MISSISSIPPI



Nature's Playground

CITY OF GAUTIER'S

*Hot.
Summer.
Nights.*

**MUSIC
ON THE LAWN!**

Featuring Mississippi Songwriters!

Amanda Jones

Flatt Capps

Sean Gasaway

Derek Norsworthy

Double Dee

Gautier City Hall

July 21, 2018

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

Music. Food. Fun.



*Bring
your own
lawn chair*

GAUTIER YOUTH FOOTBALL CAMP



WHEN:
July 25, 2018
8:30 am - 11:00 am

WHERE:
GHS Football field
“ THE SWAMP “
4307 Gautier-Vancleave Rd.
Gautier, MS 39553

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

Participant’s Name: _____
Participant’s DOB/Grade/Age: _____
Address/City/State/ZIP: _____

Parent/Guardian Phone: _____
Parent/Guardian Email: _____
Parental/Guardian Consent/Insurance Waiver
Parent/Guardian’s Name: _____
Relationship to child: _____

Allergic reactions/medical conditions (medicine, food, asthma, etc.) ☐ Yes ☐ No
If Yes, please list: _____



AGES
5-12 YRS

REGISTRATION
FREE TO ALL
PARTICIPANTS
And Free Football
Camp T-Shirts
(MAXIMUM 200)

SPONSORS
City of Gautier
GHS Football
Coaching Staff

INFORMATION
City of Gautier
3330 Hwy 90
Gautier, MS 39553
C: 228-219-3259
C: 228-219-7644
E: rhonea@gautier-ms.gov



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

Participant’s Insurance Company: _____
Insurance Co. Address: _____
Policy Holder: _____
Policy #: _____

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

Parent/Guardian Signature: _____
Date: _____

CITY OF GAUTIER BASKETBALL CAMP



DATE: JULY 26th & 27th

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

WHERE: Gautier Middle School Gymnasium

AGE: Boys and Girls ages 7-14

COST: 5 non-perishable canned goods to donate to local food pantry.

Dribbling. Passing. Shooting. Rebounding

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

Registration Deadline July 19th

To register, please visit:

Gautier City Hall

3330 Hwy 90

or contact Chassity or Rachel at 228-497-8000 ext. 317

cbilbo@gautier-ms.gov or rhonea@gautier-ms.gov



CITY OF GAUTIER BASKETBALL CAMP

DATE: JULY 26th & 27th **TIME:** 9 a.m.— 12:00 p.m.

WHERE: Gautier Middle School Gymnasium

Name: _____

Address: _____

City: _____ **State** _____ **Zip:** _____

Email: _____ **Phone:** _____

Emergency Contact Name: _____ **Phone:** _____

Health Insurance Provider: _____ **Policy #:** _____

Medical Waiver

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

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

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

Parent Signature: _____ **Date:** _____

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

To register, please visit:

Gautier City Hall

3330 Hwy 90

Contact Chassity or Rachel at 228-497-8000 ext. 317 cbilbo@gautier-ms.gov or rhonea@gautier-ms.gov



Councilman Vaughan made a motion to approve an order authorizing the City Manager to execute an Emergency Watershed Protection Program grant form, as presented. Councilman George seconded the motion. Vote carried unanimously. Absent were Councilwoman Martin and Councilman Colledge.

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

ORDER NUMBER 121-2018

WHEREAS, the NRCS Emergency Watershed Protection Program was established by Congress to respond to emergencies created by natural disasters; and

WHEREAS, the NRCS Emergency Watershed Protection Program provides grants for drainage projects in municipalities; and

WHEREAS, submittal of the attached grant form is required before NRCS can generate a grant agreement for a second round of NRCS drainage grant funding; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/10/2018
Subject: Execution of Emergency Watershed Protection Program Grant Form (NRCS)

REQUEST:

The Grants and Projects Departments requests City Council authorization to allow the City Manager to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.

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.

DISCUSSION:

This form is required before NRCS can generate a grant agreement for a second round of NRCS drainage grant funding.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council allow the City Manager to execute an Emergency Watershed Protection Program grant form from the U.S. Department of Agriculture's Natural Resources Conservation Service regarding assurances on construction programs.

The City Council may:

- 1) Authorize the City Manager to execute the Assurances-Construction Programs form as presented; or
- 2) Not authorize the City Manager to execute the Assurances-Construction Programs form.

ATTACHMENTS:

1. Assurances-Construction Programs

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION City of Gautier		DATE SUBMITTED	

Councilman Vaughan made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered, and not fraudulent. Councilman Jackson seconded the motion. Absent were Councilwoman Martin and Councilman Colledge.

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

ORDER NUMBER 122-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	182374	07/17/2018	06/29/2018			2,430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2018 NETWORK SERVICES		3459	06/14/2018			2,280.00
	001-092-698	SYNCHRONIZED EMAIL		3459	06/14/2018			150.00
001	BELL AUTO PARTS INC	182375	07/17/2018	06/29/2018			299.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FILTER: FUEL (2), WATER: E4		42634	06/19/2018			123.37
	001-161-638	FILTER, 1GAL ROTELLA OIL(3):E4		42635	06/25/2018			111.91
	001-161-638	1GAL SHELL OIL 15W40 (3): E4		42636	06/27/2018			64.50
001	PASCAGOULA UTILITIES	182379	07/17/2018	07/02/2018			29.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		73920	06/26/2018			12.49
	001-161-630	SOUTH FIRE STN		74099	06/26/2018			17.31
001	RIVIERA FINANCE OF TEXAS INC	182382	07/17/2018	07/02/2018			113.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	SERVICE CALL		75748	06/25/2018			79.00
	001-161-638	REPR FLAT: E2		75748	06/25/2018			34.00
001	DELTA SANITATION OF MS LLC	182397	07/17/2018	07/05/2018			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0000937705	06/30/2018			35.00
001	CABLE ONE INC	182399	07/17/2018	07/05/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2018: CFD #122024086		06162018	06/23/2018			92.31
001	CABLE ONE INC	182401	07/17/2018	07/05/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2018: NFD #122024383		06162018	06/23/2018			92.31
001	CABLE ONE INC	182405	07/17/2018	07/05/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2018: SFD #122025091		06162018	06/23/2018			92.31
001	CABLE ONE INC	182407	07/17/2018	07/05/2018			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUL 2018: SR BLDG #120793682		06242018	07/01/2018			84.62
001	CABLE ONE INC	182408	07/17/2018	07/05/2018			130.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2018: #107571481		06242018	07/01/2018			130.07
001	SYSCON INC	182409	07/17/2018	07/05/2018			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUL 2018 COURT SUPPORT		1-44181	07/02/2018			1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION INC	182410	07/17/2018	07/05/2018			278.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	9.29 A-BASE LIMESTONE TN	19798	06/30/2018				278.70
001	TEC	182412	07/17/2018	07/05/2018			101.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	935812	07/01/2018				101.22
001	AUTO TRUCK AND TRAILER PARTS INC	182413	07/17/2018	07/05/2018			1,436.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	CABLE (3), HANDLE (2): REC VAN	268860	06/05/2018				171.62
	001-100-570	BATTERY: U #15806	268973	06/06/2018				105.00
	001-100-570	HUB CAPS (4)	268948	06/06/2018				74.00
	001-161-638	BUTT SPLICE (2): E5	269096	06/13/2018				28.23
	001-161-638	HOSE: CMD 33	269080	06/13/2018				247.13
	001-161-638	SEAL (2), GASKET (2): E4	269070	06/13/2018				92.44
	001-100-570	HEAD LIGHT (2): U #9	269092	06/13/2018				147.00
	001-161-638	SWITCH: E4	269122	06/14/2018				11.57
	001-161-638	DRIER FITTER, SALES TAX CHR: E4	269140	06/15/2018				24.56
	001-100-570	WIPER (4)	269183	06/18/2018				26.00
	001-100-570	WIPER (10)	269198	06/19/2018				65.00
	001-170-639	DEF FLUID: BUCKET TRUCK	269200	06/19/2018				12.14
	001-161-638	DCA, ANTIFREZ	269276	06/21/2018				59.29
	001-161-638	PUMP: E4	269286	06/22/2018				148.21
	001-161-638	REPR PARTS (8): E1	269315	06/25/2018				194.85
	001-161-638	SWITCH	269342	06/26/2018				10.45
	001-161-638	DRIER: E1	269386	06/28/2018				20.74
	001-161-638	CRT MEMO 269140: SALES TAX CHR	269486	06/29/2018				-1.61
001	SINGING RIVER ELECTRIC COOPERATIVE	182420	07/17/2018	07/06/2018			1,538.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	06202018	06/27/2018				268.59
	001-170-631	BACOT PARK 10137	06202018	06/27/2018				1,131.43
	001-201-629	SIGNAL LIGHTS 10138	06202018	06/27/2018				114.69
	001-170-631	BACOT SPLASHPAD 103751001	06202018	06/27/2018				23.60
001	MSC 7511	182422	07/17/2018	07/06/2018			145.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FNK100-001 RENTAL FEE	INV2538359	06/19/2018				145.10
001	MS DEPT OF FINANCE & ADMIN	182423	07/17/2018	07/06/2018			28,684.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	JUN 2018 COURT ASSESSMENTS	06302018	07/03/2018				28,684.50
001	MS DEPT OF PUBLIC SAFETY	182424	07/17/2018	07/06/2018			1,969.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	JUN 2018 SPECIAL ASSESSMENTS	06302018	07/02/2018				1,969.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE DATA STORAGE INC	182425	07/17/2018	07/06/2018			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	JUN 2018 SHREDDING SERVICE	0059830	07/01/2018			105.00	
001	C SPIRE WIRELESS	182426	07/17/2018	07/06/2018			967.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	06/30/2018			50.28	
	001-022-605	HR CELL PHONE	0030759348	06/30/2018			50.28	
	001-040-605	ADMIN CELL PHONES	0030759348	06/30/2018			134.75	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	06/30/2018			201.12	
	001-090-698	IPAD SERVICE (3)	0030759348	06/30/2018			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	06/30/2018			100.56	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	06/30/2018			156.83	
	001-170-605	RECREATION CELL PHONES	0030759348	06/30/2018			120.41	
	001-205-605	MAINT CELL PHONE	0030759348	06/30/2018			50.28	
001	LOWES HOME CENTERS INC	182429	07/17/2018	07/06/2018			951.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-635	3-IN PVC SPIGOT FLANGE	901385	05/29/2018			4.74	
	001-170-635	RESTROOM PARTS: SR CENTER	902026	05/29/2018			17.10	
	001-001-559	36X72 CLR ACRYLIC:FRAME MAP	901596	05/30/2018			70.49	
	001-170-634	50LB CONCRETE	902064	05/30/2018			4.25	
	001-170-559	128OZ CLOROX (2)	910530	05/30/2018			18.97	
	001-170-634	50LB CONCRETE,S/O VAL, WD-40	901493	05/30/2018			19.77	
	001-170-639	8PC SOCKET SET, DRIVER SOCKET	909720	05/31/2018			29.41	
	001-170-559	32CT NIAGARA BOTTLED WATER (4)	902092	05/31/2018			13.28	
	001-161-559	72CT TIDE PODS, 8-IN BRUSH	902580	06/04/2018			24.67	
	001-170-559	10LB OUTDOOR INSECT KILLER	910741	06/06/2018			6.05	
	001-170-635	RESTROOM SUPPLIES: CITY PARK	901669	06/06/2018			97.75	
	001-092-635	75W BULB (2):COUNCIL CHAMBERS	901931	06/07/2018			30.36	
	001-161-559	PAINT PAIL, DAP DRYDEX	902767	06/07/2018			10.79	
	001-170-559	STICK,GLOVE,RATCHET(4),WASHERS	902800	06/07/2018			69.80	
	001-100-635	FAUCET FIT, 2PK RUBBER WASHERS	901512	06/11/2018			3.97	
	001-170-559	INSECT KILL(3),HOOK,WIRE BRUSH	909594	06/13/2018			46.82	
	001-170-559	40LB PULVERIZED LIME	920302	06/13/2018			3.31	
	001-170-559	KOBALT POCKET SCREWDRIVER	901941	06/14/2018			1.89	
	001-090-689	PVC POLY RAIN SUIT: AC OFCR	914941	06/14/2018			25.16	
	001-170-559	5PK CUT-OFF WHEEL	910099	06/15/2018			14.84	
	001-170-559	INSECT SPRAY, KOBALT KEY SET	913001	06/16/2018			7.16	
	001-161-559	DOORBELL, BRASS SCREW (3)	901529	06/18/2018			13.11	
	001-170-638	TRUCK CLEANING SUPPLIES: REC	909728	06/19/2018			14.21	
	001-170-559	SEALANT,SAFETY EYEWEAR,WRENCH	909034	06/20/2018			107.09	
	001-170-639	SUPPLIES: REPR BACOT BENCHES	901908	06/20/2018			54.98	
	001-170-639	14FT RATCHET TIE DOWN (5)	909052	06/20/2018			166.15	
	001-170-559	B-S OUTDOOR SURFACE CLEANER	915644	06/20/2018			65.53	
	001-161-559	XTRA LAUNDRY DETERGENT	901407	06/22/2018			9.49	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION NO 2	182432	07/17/2018	07/09/2018			274.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		240530324	06/06/2018			68.68
	001-205-535	MAINTENANCE		240531269	06/13/2018			68.68
	001-205-535	MAINTENANCE		240532200	06/20/2018			68.68
	001-205-535	MAINTENANCE		240533144	06/27/2018			68.68
001	JACKSON COUNTY ADULT DETENTION CENTER	182433	07/17/2018	07/09/2018			8,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JUN 2018 ADC CHGS		06302018	07/05/2018			8,400.00
001	SPORTS CONDUCTOR LLC	182434	07/17/2018	07/09/2018			7.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2018 FOOTBALL (1)		4350	07/01/2018			3.95
	001-170-502	2018 CHEER (1)		4350	07/01/2018			3.95
001	CREDIT CARD CENTER	182435	07/17/2018	07/09/2018			1,192.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL FEE		05292018	05/29/2018			35.00
	001-021-559	GO DADDY DOMAIN REG		06072018	06/07/2018			12.17
	001-094-681	SEMINAR: DICKERSON		06082018	06/07/2018			99.00
	001-100-681	BEHIND THE BADGE:PRICE		06082018	06/07/2018			300.00
	001-100-681	BEHIND THE BADGE:LANGDON		06082018	06/07/2018			300.00
	001-170-513	PLEIN AIR PHOTOS		06142018	06/13/2018			15.96
	001-170-513	FRAMES: PLEIN AIR		06152018	06/14/2018			10.00
	001-001-509	MML YOUTH TRACK (4)		06152018	06/14/2018			120.00
	001-161-635	6 NAMEPLATES SIGN:FIRE DEPT		06182018	06/15/2018			110.47
	001-170-513	PLEIN AIR REFRESHMENTS		06142018	06/13/2018			189.71
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	182450	07/17/2018	07/09/2018			203.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3103411973	07/01/2018			203.15
001	AIRGAS USA LLC	182451	07/17/2018	07/09/2018			199.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9954411656	06/30/2018			199.43
001	BIS OFFICE SYSTEMS LLC	182454	07/17/2018	07/10/2018			818.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	COPIER PARTS & REPAIR		INV41993	03/27/2018			818.41
001	COMM-TECH SOLUTIONS INC	182455	07/17/2018	07/10/2018			97.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	REPR WIFI INTERNET ACCESS		16077	07/05/2018			97.50
001	MAGNOLIA AD STUDIO LLC	182456	07/17/2018	07/10/2018			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-615	JUL 2018: ADVERTISING PKG		946	07/06/2018			750.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	182458	07/17/2018	07/10/2018			7,916.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUL 2018 RETAINER		56	07/12/2018			7,916.67
001	DIRECTV LLC	182459	07/17/2018	07/10/2018			137.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (AUG)		07132018	07/14/2018			137.84
001	FUELMAN	182460	07/17/2018	07/10/2018			4,105.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP53660781	07/02/2018			64.12
	001-100-525	UNL FUEL		NP53660781	07/02/2018			2,872.16
	001-100-525	FRAUDULENT CHGS: DIESEL		NP53660781	07/02/2018			639.45
	001-161-525	UNL & DSL FUEL		NP53660781	07/02/2018			341.06
	001-170-525	UNL FUEL		NP53660781	07/02/2018			91.43
	001-205-525	UNL FUEL		NP53660781	07/02/2018			97.71
001	FUELMAN	182462	07/17/2018	07/10/2018			3,412.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP53725812	07/09/2018			2,531.72
	001-161-525	UNL & DSL FUEL		NP53725812	07/09/2018			645.03
	001-170-525	UNL & DSL FUEL		NP53725812	07/09/2018			192.49
	001-205-525	UNL FUEL		NP53725812	07/09/2018			43.30
001	O'REILLY AUTO PARTS	182467	07/17/2018	07/11/2018			1,099.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	ZINC ADDITIVE (4): PD CHARGERS		1978496694	05/29/2018			79.96
	001-100-570	CTRL ARM ASSY: U #19616		1978496712	05/29/2018			67.19
	001-100-570	BLIND RIVET: U #19616		1978496758	05/30/2018			2.99
	001-170-638	BLOWER MOTOR: RED TAURUS		1978497350	06/04/2018			72.89
	001-100-570	ACCUMULATOR: U #145		1978497517	06/06/2018			35.50
	001-170-639	5 SHOT DYE: WHITE DODGE TRUCK		1978497734	06/08/2018			13.99
	001-100-570	RANGUARD BEAM (2): U #17530		1978498087	06/11/2018			15.98
	001-170-639	SPARK PLUG (3)		1978498321	06/14/2018			6.27
	001-090-638	BRAKE PADS, ROTORS: PL DIRECTOR		1978498377	06/14/2018			176.22
	001-100-570	CTRL ARM ASSY: U #14405		1978498672	06/19/2018			67.19
	001-100-570	CTRL ARM ASSY: U #14405		1978498684	06/19/2018			67.19
	001-170-639	BATT, CORE CHRGE, EXT BAR SET		1978498915	06/20/2018			103.48
	001-170-639	CDT RTN: CORE CHARGE		1978498915	06/20/2018			-10.00
	001-100-570	CRANK SENSOR, FASTENER RMVR		1978499428	06/25/2018			25.44
	001-161-638	1GAL TRANS FLUID (2): E1		1978499463	06/25/2018			43.98
	001-100-570	BATT, CORE CHG: U #60		1978499472	06/25/2018			137.83
	001-100-570	CDT RTN: CORE RETURN U #60		1978499502	06/26/2018			-18.00
	001-100-570	SPARK PLUG (6), IGN COIL		1978499508	06/26/2018			97.73
	001-161-638	RELAY (3): E1		1978499526	06/26/2018			28.62
	001-100-570	MIRROR ADHSV (2), IGN COIL		1978499527	06/26/2018			85.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEAM ONE COMMUNICATIONS INC	182476	07/17/2018	07/11/2018			161.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	TRAVEL CHARGER: XTS2500 RADIO		9020015081	07/03/2018	180867		80.75
	001-100-559	TRAVEL CHARGER: APX1000 RADIO		9020015081	07/03/2018	180867		80.75
001	GULF COAST BUSINESS SUPPLY CO	182478	07/17/2018	07/11/2018			11.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	RED PRINT PAPER 8.5X11 500/RM		171034	06/27/2018	180948		11.92
001	FOSTERS A/C & HEATING INC	182479	07/17/2018	07/11/2018			170.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	INSTL CONDENSATN PUMP:SERV RM		W1033105	06/27/2018	180957		170.09
001	WHITEHEAD CONSTRUCTION CO INC	182480	07/17/2018	07/11/2018			940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	8.00 TN COLD MIX ASPHALT		5932	07/02/2018	180945		940.00
001	MS TROPHY LLC	182481	07/17/2018	07/11/2018			88.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAME/SERVING BAR: SEYMOUR, D		10664	06/29/2018	180956		28.20
	001-100-559	NAME/SERVING BAR: WALKER, C		10663	06/29/2018	180864		28.20
	001-100-559	NAME/SERVING BAR: WYLLIE, P		10663	06/29/2018			28.20
	001-100-559	POSTAGE		10663	06/29/2018			3.75
001	GIBSON ELECTRIC MOTOR SALES &	182482	07/17/2018	07/11/2018			38.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	115V FLOAT SWITCH: BACOT PARK		42872	06/28/2018	180968		38.00
001	HENZE ENTERPRISES INC	182483	07/17/2018	07/11/2018			840.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	15 CY TOPSOIL (4)		27592	06/29/2018	180806		840.00
001	GOODYEAR AUTO CENTER	182484	07/17/2018	07/11/2018			569.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P225/60R18 EAG RS-A: U #11277		202077	06/25/2018	180935		569.28
001	FASTENAL COMPANY	182485	07/17/2018	07/11/2018			202.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	5262-21 ROTARY HAMMER		MSPAS75375	06/21/2018	180950		202.99
001	PASCAGOULA TIRE & SERVICE INC	182486	07/17/2018	07/11/2018			535.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK GTZ PURSUIT: U #57		81239	06/20/2018	180917		535.96
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182488	07/17/2018	07/11/2018			980.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-500	BIG TAB WRITE ON DIVIDERS		3381521211	06/20/2018	180946		6.03
	001-094-500	100/PK LETTER MANILA FOLDERS		3381521211	06/20/2018	180946		3.76
	001-094-500	2IN VIEW BINDER STANDARD (2)		3381521211	06/20/2018	180946		13.60
	001-094-500	3IN VIEW BINDER STANDARD (4)		3381521211	06/20/2018	180946		35.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182488	07/17/2018	07/11/2018			980.93	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	LEXMARK 501X BLACK TONER	3381521211	06/20/2018	180946		214.69	
	001-161-500	WALL FILES 3 POCKET	3381589206	06/21/2018	180949		6.31	
	001-161-500	CS COPY PAPER 8.5X11	3381589206	06/21/2018	180949		33.58	
	001-094-500	FLORAL LARGE MONTHLY PLANNER	3381661926	06/22/2018	180923		15.99	
	001-094-559	CORRUGATED ROLL FILES	3380993534	06/14/2018	180923		35.67	
	001-094-703	DESK SHELL RECT TOP MAHOGANY	3382030082	06/26/2018	180906		119.22	
	001-094-703	48X24X29H RETURN MAHOGANY	3382030082	06/26/2018	180906		86.49	
	001-094-703	34H BOX FILE PEDESTAL MAHOGANY	3382030082	06/26/2018	180906		138.86	
	001-094-703	34H BOX FILE PEDESTAL MAHOGANY	3382030082	06/26/2018	180906		138.86	
	001-094-703	CH WALL MOUNT HUTCH ESPRESSO	3382087447	06/27/2018	180924		132.19	
001	BARNEYS POLICE AND HUNTING SUPPLIES	182490	07/17/2018	07/11/2018			60.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SF HOLDER, LITE LED/POLY (2)	00119633-0	06/01/2018	180866		44.24	
	001-100-559	SHIPPING	00119633-0	06/01/2018	180866		16.00	
001	AFFORDABLE PAINT & BODY	182491	07/17/2018	07/11/2018			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REFINISH FRONT BUMPER: U #9	557	07/06/2018	180929		300.00	
001	UNIFORM WAREHOUSE INC	182492	07/17/2018	07/11/2018			22.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	POLY TWILL WEAVE SLACKS	658876	06/18/2018	180897		13.99	
	001-100-535	SHIPPING	658876	06/18/2018	180897		8.99	
001	MISSISSIPPI PRISON INDUSTRIES CORP	182494	07/17/2018	07/11/2018			164.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-565	12X24 ORD 234-2017 SIGNS (8)	112246	06/29/2018	180910		136.00	
	001-092-565	18X12 NO FISHING SIGNS (2)	112246	06/29/2018	180910		28.00	
001	OCCUPATIONAL HEALTH CENTER INC	182496	07/17/2018	07/11/2018			2,106.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-604	PRE-EMP DRUG SCREEN:DUBUISSON	180953	07/05/2018	180953		60.00	
	001-100-604	PRE-EMP PHYSICAL: DUBUISSON	180953	07/05/2018	180953		65.00	
	001-100-604	PFT: DUBUISSON, DOUGLAS	180953	07/05/2018	180953		45.00	
	001-100-604	PRE-EMP DRUG SCREEN: HEDMAN	180953	07/05/2018	180953		60.00	
	001-100-604	PRE-EMP PHYSICAL: HEDMAN	180953	07/05/2018	180953		65.00	
	001-100-604	PFT: HEDMAN, DEREK	180953	07/05/2018	180953		45.00	
	001-100-604	PRE-EMP PHYSICAL: MCQUAGGE, M	147524	07/05/2018	180852		65.00	
	001-100-604	PRE-EMP DRUG SCREEN:MCQUAGGE, M	147524	07/05/2018	180852		60.00	
	001-100-604	PRE-EMP PHYSICAL: SEYMOUR, D	147524	07/05/2018	180858		65.00	
	001-100-604	PRE-EMP DRUG SCREEN:SEYMOUR, D	147524	07/05/2018	180858		60.00	
	001-161-604	ANNUAL PHYS: FINN, KEVIN	147519	07/05/2018	180804		379.00	
	001-161-604	ANNUAL PHYS: FOUNTAIN, SHANE	147519	07/05/2018	180804		379.00	
	001-161-604	ANNUAL PHYS: KILLEN, GENE	147519	07/05/2018	180804		379.00	
	001-161-604	ANNUAL PHYS: LINTON, JONATHAN	147519	07/05/2018	180804		379.00	
001	ECONOMY BOOTS SALES & SERVICE	182497	07/17/2018	07/11/2018			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SZ DUTY BOOTS:WYLLIE, PATRICK	41685	05/30/2018	180850		100.00	
	001-100-535	SZ DUTY BOOTS: WALKER, ALLEN	41707	06/07/2018	180850		100.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	182497	07/17/2018	07/11/2018			300.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SZ DUTY BOOTS: SEYMOUR, DEVIN		41756	06/28/2018	180958		100.00
001	AUDIOWAVE INC	182498	07/17/2018	07/11/2018			419.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	WEATHERTECH FRONT MATS (2)		A49438	06/27/2018	180961		259.98
	001-100-559	WEATHERTECH REAR MATS (2)		A49438	06/27/2018	180961		159.98
001	AT&T GLOBAL NETWORK SERVS LLC	182499	07/17/2018	07/12/2018			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GE24265	07/01/2018			229.64
001	GAUTIER QUARTERBACK CLUB	182500	07/17/2018	07/12/2018			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-615	FULL PAGE AD - 2019 PROGRAM		07122018	07/12/2018			165.00
001	MSC 7511	182501	07/17/2018	07/12/2018			3,303.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV2565703	07/05/2018			470.88
	001-092-698	MPC80003SP USAGE:B/W		INV2565703	07/05/2018			101.67
	001-092-698	MPC80003SP USAGE:COLOR		INV2565703	07/05/2018			2,648.44
	001-090-698	C4502 USAGE:B/W		INV2565703	07/05/2018			10.34
	001-090-698	CA502 USAGE:COLOR		INV2565703	07/05/2018			72.05
FUND TOTAL	1 Claims	to	Checks	56 Total	81,277.31 Manual	Held	Total	81,277.31

Docket of Claims
Release date from 07/17/2018 thru 07/17/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	182457	07/17/2018	07/10/2018			415,409.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-813	2010 GO BNDS 2010 INT		3194	05/21/2018			88,159.38
	130-680-812	2010 GO BNDS 2010 PRN		3194	05/21/2018			325,000.00
	130-680-686	ANNUAL ADMIN FEE		3194	05/21/2018			2,250.00
FUND TOTAL 130 Claims	to	Checks	1 Total	415,409.38	Manual	Held	Total	415,409.38

Docket of Claims
Release date from 07/17/2018 thru 07/17/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	CREDIT CARD CENTER	182438	07/17/2018	07/09/2018			181.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-681	NOTICE OF COMPLIANCE (250)		06042018	06/01/2018			181.92
FUND TOTAL 160 Claims	to	Checks	1 Total	181.92 Manual		Held	Total	181.92

Docket of Claims
Release date from 07/17/2018 thru 07/17/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	CHANCELLOR INC	182495	07/17/2018	07/11/2018			1,214.67	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	171-021-779	THHN 6BLK 19STR CU WIRE (500)	3015246201	06/21/2018	180933		626.25	
	171-021-779	THHN 10GRN 19STR CU WIRE (500)	3015246201	06/21/2018	180933		223.82	
	171-021-779	2-1/0 2PRT INS TAP CONN (12)	3015246201	06/21/2018	180933		205.71	
	171-021-779	2-4 2PRT INS TAP CONN (5)	3015246201	06/21/2018	180933		62.96	
	171-021-779	MMM 33+VNL ELEC TAPE (4)	3015246201	06/21/2018	180933		22.66	
	171-021-779	CAN PVC COND CEMENT QUART	3015246201	06/21/2018	180933		10.31	
	171-021-779	2-4 2PRT INS TAP CONN (5)	3015246202	06/26/2017	180933		62.96	
FUND TOTAL 171 Claims	to	Checks	1 Total	1,214.67	Manual	Held	Total	1,214.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	STEINER SAW & MOWER	182376	07/17/2018	06/29/2018			243.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	FAN, SPARK PLUG (6)		243023	06/15/2018			64.00
	176-170-639	CARBURETOR: FS250 STIHL		243024	06/18/2018			95.00
	176-170-639	TRI-BLADES (2), BLADE KIT		572165	06/25/2018			84.90
176	O'REILLY AUTO PARTS	182383	07/17/2018	07/02/2018			67.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	21-OZ DRY GRPH POWDER (2)		1978498907	06/20/2018			4.58
	176-170-639	FUSE ASSRT, BATT, CORE CHG		1978499124	06/22/2018			73.06
	176-170-639	CDT RTN: CORE EXCHANGE		1978499124	06/22/2018			-10.00
176	SINGING RIVER ELECTRIC COOPERATIVE	182419	07/17/2018	07/06/2018			2,470.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		06202018	06/27/2018			2,422.22
	176-170-631	HOUSE 76855002		06202018	06/27/2018			48.24
176	C SPIRE WIRELESS	182428	07/17/2018	07/06/2018			50.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	06/30/2018			50.28
176	FUELMAN	182461	07/17/2018	07/10/2018			51.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP53660781	07/02/2018			51.11
176	BELL AUTO PARTS INC	182477	07/17/2018	07/11/2018			675.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	KUBOTA FUEL PUMP:KUBOTA MOWER		42623	06/08/2018	180848		285.75
	176-170-639	SHOCK ASSYS: DIESEL GATOR		42623	06/08/2018	180848		390.00
FUND TOTAL 176 Claims	to	Checks	6 Total	3,559.14 Manual		Held	Total	3,559.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	182377	07/17/2018	06/29/2018			54.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2018: #107663106		06162018	06/23/2018			54.36
400	JACKSON COUNTY UTILITY AUTHORITY	182380	07/17/2018	07/02/2018			174,032.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	AUG 2018 TREATMENT CHGS		96	07/01/2018			168,061.00
	400-651-668	FY 2018 ACTUAL FLOW ADJ		96	07/01/2018			5,971.00
400	CLEARWATER SOLUTIONS LLC	182381	07/17/2018	07/02/2018			180,357.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUN 2018 OPERATION FEE		GAUTIER067	07/01/2018			180,357.75
400	MALLETTE BROTHERS CONSTRUCTION INC	182411	07/17/2018	07/05/2018			369.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	7.86 CR STONE TN		19798	06/30/2018			235.80
	400-651-585	4.45 A-BASE LIMESTONE TN		19798	06/30/2018			133.50
400	SINGING RIVER ELECTRIC COOPERATIVE	182421	07/17/2018	07/06/2018			4,047.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		06202018	06/27/2018			214.43
	400-651-631	LIFT STNS 17883		06202018	06/27/2018			2,342.38
	400-651-631	LIFT STNS 17884		06202018	06/27/2018			1,490.37
400	LOWES HOME CENTERS INC	182430	07/17/2018	07/06/2018			296.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	NYLON ROPE (40),BRASS SNAP (2)		901710	05/31/2018			17.82
	400-650-559	GE 8000 BTU WINDOW AC		901854	06/07/2018			227.05
	400-651-582	SUPPLIES (12):WATER TRMT PLANT		910897	06/07/2018			51.92
400	CREDIT CARD CENTER	182437	07/17/2018	07/09/2018			129.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LANIER TONER BLACK		06012018	05/31/2018			129.99
400	WASTE MANAGEMENT OF MS-GLF COAST INC	182452	07/17/2018	07/09/2018			596.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6732212134	07/02/2018			596.66
400	COGENT STRATEGIES LLC	182453	07/17/2018	07/10/2018			7,529.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1243	07/09/2018			7,500.00
	400-650-601	TAXI CABS/UBERS-LOCAL		1243	07/09/2018			29.10
400	CITY OF GAUTIER	182466	07/17/2018	07/11/2018			129,872.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	OCT-APR CR APPS: GARBAGE		06012018	06/01/2018			24,422.28
	400-000-104	JUN 2018 GARBAGE PMTS		06302018	06/30/2018			105,450.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	182487	07/17/2018	07/11/2018			712.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	6X13 ANCHOR COUPLING (3)	76096	07/09/2018	180965		250.95	
	400-651-581	6 MJ GASKET & BOLT PACK (6)	76096	07/09/2018	180965		63.00	
	400-651-581	3/4 CURB STOP NL LONG (6)	76096	07/09/2018	180965		344.88	
	400-651-581	3/4X1/16 R/METER WASHER (300)	76096	07/09/2018	180965		54.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	182489	07/17/2018	07/11/2018			259.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-559	BX AST LETTER FILE FOLDERS	3382257267	06/29/2018	180966		14.33	
	400-650-559	6PK BLK/RED CALC RIBBON	3382257267	06/29/2018	180966		14.99	
	400-650-559	AAA BATTERIES 8PK	3382257267	06/29/2018	180966		6.77	
	400-650-559	HP 312A BLK TONER CARTRIDGE	3382257267	06/29/2018	180966		92.94	
	400-650-559	4PK HP 950XL HYBLK/951 CMY	3382257267	06/29/2018	180966		101.74	
	400-650-559	UNIVERSAL 3-POCKET WALL FILE	3382257267	06/29/2018	180966		29.09	
400	MUELLER CO LLC	182493	07/17/2018	07/11/2018			420.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	AHR ANTENNA2 BASE & CABLE	3811243	06/28/2018	180951		407.50	
	400-651-581	FREIGHT	3811243	06/28/2018	180951		12.93	
400	MSC 7511	182502	07/17/2018	07/12/2018			166.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	FGYJ00-01 RENTAL FEE	INV2568511	07/09/2018			166.49	
FUND TOTAL 400 Claims	to	Checks	14 Total	498,845.47 Manual		Held	Total	498,845.47

Docket of Claims
Release date from 07/17/2018 thru 07/17/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	182406	07/17/2018	07/05/2018			80,657.51	
	Account Number 404-677-693	Description		Invoice #	Date	P.O.	Amount	
		JUN 2018 RES GARBAGE SERV		0000937684	06/30/2018			80,657.51
404	APPLEWHITE INDUSTRIES INC	182431	07/17/2018	07/06/2018			66.00	
	Account Number 404-677-695	Description		Invoice #	Date	P.O.	Amount	
		JUN 2018 22 @ 3		3407	06/30/2017			66.00
404	CITY OF GAUTIER	182475	07/17/2018	07/11/2018			75,000.00	
	Account Number 404-900-985	Description		Invoice #	Date	P.O.	Amount	
		BUDGETED TRANSFER		06302018	06/30/2018			75,000.00
FUND TOTAL 404 Claims	to	Checks	3 Total	155,723.51	Manual		Held	Total 155,723.51

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	56 Total	81,277.31 Manual	Held	Total	81,277.31
FUND 130 Claims	to	Checks	1 Total	415,409.38 Manual	Held	Total	415,409.38
FUND 160 Claims	to	Checks	1 Total	181.92 Manual	Held	Total	181.92
FUND 171 Claims	to	Checks	1 Total	1,214.67 Manual	Held	Total	1,214.67
FUND 176 Claims	to	Checks	6 Total	3,559.14 Manual	Held	Total	3,559.14
FUND 400 Claims	to	Checks	14 Total	498,845.47 Manual	Held	Total	498,845.47
FUND 404 Claims	to	Checks	3 Total	155,723.51 Manual	Held	Total	155,723.51

Total for all Funds		Checks	82 Total	1,156,211.40 Manual	Held	Total	1,156,211.40

Councilman Vaughan made the motion to approve the minutes from the July 3rd 2018 recessed council meeting, with the following changes:

1. Add Emily Cumbest, Administrative Assistant as attending meeting.
2. On pg. 21, change “as presented” to “advertised as set forth”
3. Insert revisions to solid waste collections and disposal request for proposals as an attachment to the minutes.

Councilman George seconded the motion. Absent were Councilwoman Martin and Councilman Colledge. Vote was carried unanimously.

Councilwoman Vaughan made the motion to approve Consent Agenda Items 1-11, as revised. Councilman Jackson seconded the motion. Absent were Councilwoman Martin and Councilman Colledge. Vote was carried unanimously.

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

ORDER NUMBER 123-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11 are hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

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

ORDER NUMBER 124-2018

WHEREAS, the City of Gautier has previously entered a contract with Delta Computer Systems, Inc. for computer software customer support; and

WHEREAS, annual renewal is required for continued services under this agreement; and

WHEREAS, the renewal and addendum require an increase in the monthly rate by \$30.00, for a total monthly charge of \$485.00; and

WHEREAS, the City Council hereby finds that contract renewal and approval of the addendum are in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum to the Computer Software Support Agreement with Delta Computer Systems, Inc. that includes a \$30.00 monthly increase for the upcoming fiscal year 2018-2019 is hereby approved. The new total monthly charge is \$485.00.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/10/2018
Subject: Approval of Delta Computer Systems Software Support Agreement Addendum.

REQUEST:

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement Addendum. The addendum includes an increase of \$30.00. The monthly charge of \$485.00 for the Accounting Software Maintenance, Voter Registration Software Maintenance and Privilege License System Support for the upcoming fiscal year 2018-2019

BACKGROUND:

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The annual renewal is required to continue services and support.

DISCUSSION:

None

RECOMMENDATION:

City Clerk recommends the renewal of the Delta Computer Systems Software Agreement addendum.

ATTACHMENTS:

1. Delta Computer systems inc computer software support agreement 2018



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2018 These charges will be billed on 9/15/2018 due for payment 10/ 1/2018.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2017	315.00	335.00	
170	Voter Registration Software Maintenance	01/1991	20.00	20.00	
2495	Privilege License System Support	09/2017	120.00	130.00	
IVMCBP03(1)		TOTAL:	455.00	485.00	MONTHLY

Agreed this _____ day of _____, 2018.

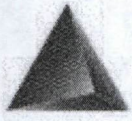
CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

CITY OF GAUTIER

Client Name

Client Signature

Printed Name

Accepted: Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532

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

ORDER NUMBER 125-2018

WHEREAS, the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) was created to identify, disrupt and dismantle major drug trafficking organizations operating in its area and beyond; and

WHEREAS, HIDTA provides certain assets for that officer, such as a vehicle and overtime reimbursement pursuant to the attached Memorandum of Agreement; and

WHEREAS, the City Council hereby finds that approval of this Memorandum of Agreement is in the best interests of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/10/2018
Subject: Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) 2018 Memorandum of Agreement

REQUEST:

The Grants & Projects Department requests City Council authorization to enter into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant.

BACKGROUND:

The Gulf Coast High Intensity Drug Trafficking Area was created to identify, disrupt and dismantle major drug trafficking organizations operating in its area and beyond. The Gautier Police Department has an assigned officer on the local FBI Task Force, and HIDTA provides certain assets for that officer, such as a vehicle and overtime reimbursement.

DISCUSSION:

No reimbursements will be made until this agreement is executed.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council authorize entering into a Memorandum of Agreement with the Mississippi Bureau of Narcotics and Mississippi Gulf Coast High Intensity Drug Trafficking Area to accept the 2018 HIDTA grant.

The City Council may:

- 1) Approve acceptance of the grant award and authorize entering into a MOA as presented; or
- 2) Not approve acceptance of the grant award as presented.

ATTACHMENTS:

1. Gautier MOA 2018



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

MARSHALL FISHER
COMMISSIONER

PHIL BRYANT
GOVERNOR

JOHN DOWDY
DIRECTOR

June 1, 2018

Chief Dante Elbin
Gautier PD
3330 Highway 90
Gautier, MS 39553

Dear Sir:

Congratulations! Enclosed is your FY18 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2018 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head. In addition to part 200 of the Uniform Requirements require the sub recipient's to have the following certifications on file with the award recipient: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Requiring Drug Free Workplace, Certification Regarding Lobbying, and EEOP Certification. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure Worksheet and printout of your 2016 spending plan (Appendix A) as well as your awarded 2017 detailed budget. **In addition enclosed is an Overtime Certification form (Appendix B) to be used when claiming overtime reimbursements.**

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Shauna Powell".

Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

JCMIT: \$ 10,449.00
FEDERAL GRANT NO. G18-GC0003A
MBN GRANT REPT. CT. NO. _____
DUNS#: 964447817

MEMORANDUM OF AGREEMENT
BETWEEN THE
MISSISSIPPI BUREAU OF NARCOTICS
AND THE
MISSISSIPPI GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
GAUTIER POLICE DEPARTMENT

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the GAUTIER POLICE DEPARTMENT (LEO) shall begin on 01/01/18 and shall not extend beyond 12/31/18 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$ 10,449.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget – spending plan (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

**Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

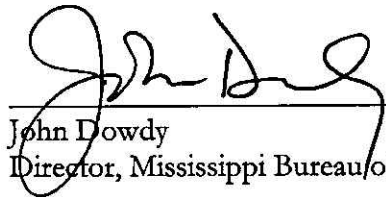
6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

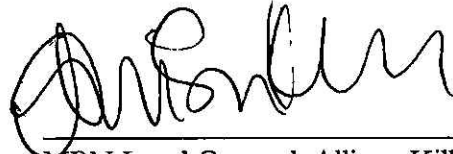
8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when

considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

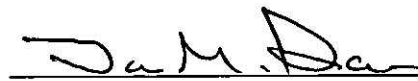
IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.



John Dowdy
Director, Mississippi Bureau of Narcotics



MBN Legal Counsel, Allison Killebrew
Reviewed as to legal form



Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Law Enforcement Agency (LEO)
Chief Dante Elbin

Period of reimbursement claim

Phone:

Employee Name	is this employee eligible for OT from parent agency?	OT Hrs. this period	Overtime amount this period	Officer or Admin?	Brief description of overtime work (case number, etc.)	OCEDTF case?	Cumulative overtime amount to date
					Cumulative total-----		-
							-
							-
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							-
TOTALS		0.00	\$ -				\$ -

Signature of Authorized Representative of Requesting Agency

Date:

54

Budget Detail

2018 - Gulf Coast

Initiative - Jackson County Major Investigations Team

Investigation

Award Recipient - Mississippi Bureau of Narcotics (G18GCC0003A)

Resource Recipient - Gautier Police Department

Awarded Budget (as approved by ONDCP) \$10,449.00

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$2,049.00	One Interdiction Officer @ 5,000 (less excess PY funds -\$2,951.)
Total Overtime	1	\$2,049.00	
Services	Quantity	Amount	Comments
Vehicle allowance	1	\$8,400.00	One vehicle @ 700 each month
Total Services	1	\$8,400.00	
Total		\$10,449.00	

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Title

Appendix - C

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

ORDER NUMBER 126-2018

WHEREAS, the City of Gautier has previously entered a contract with American Tank Maintenance on April 15, 2014 for a Water Tank Maintenance Program; and

WHEREAS, the maintenance service contract is for five (5) years; and

WHEREAS, a portion of the service contract involved renovation of the Lark Street Water Tank; and

WHEREAS, upon visual inspection, the Lark Street Water Tank did not require said renovation; and

WHEREAS, logo maintenance is also provided for in the service contract; and

WHEREAS, American Tank Maintenance has proposed to modify the scope of work to eliminate the unnecessary portion of the tank renovation, and to include additional tank logo application; and

WHEREAS, the result of the modification is a deduction of \$2,000.00 to the total contract price;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum agreement with American Tank Maintenance to modify the scope of work and annual invoicing is hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/10/2018
Subject: Approval of American Tank Water Tank Maintenance Agreement Addendum #1

REQUEST:

City Council approval is requested for an addendum to the American Tank Maintenance, Water Tank Maintenance Agreement Addendum #1. The addendum modifies the scope of work and annual invoicing as defined in Schedule "A" of the original agreement and replaces the original Schedule "A" to the attached Schedule "B" depicted in the addendum.

BACKGROUND:

In the original work schedule "A" American Tank was going to renovate interior and do visual inspection on Lark Street Tank. They could not access the inside at the time and the City had stated that it had recently been renovated. ATM proposed either giving a credit of \$24,000 or using that money to apply to other services such as logo application. The City decided to use that money to apply towards future logos. The addendum adds the addition of two (2) logos distributed to the following tanks: (1) Martin Bluff -- completed (1) Fire Station -- to be completed. Logo is depicted in Schedule "B". The addendum also removes the interior renovation of the Lark Street tank from this agreement. This will still result in a \$2,000.00 refund to the City.

DISCUSSION:

All other terms and conditions of the original agreement remain unchanged.

RECOMMENDATION:

City Clerk recommends the approval of the Water Tank Maintenance Agreement Addendum #1.

ATTACHMENTS:

1. American Tank Maintenance Agreement Addendum 1



Water Tank Maintenance Agreement

Addendum #1

City of Gautier

ADDENDUM No. 1

This addendum entered into by and between the City of Gautier hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner acknowledges it entered into a "Water Tank Maintenance Agreement" on April 29, 2014 for five various water storage tanks.

This addendum modifies the scope of work and annual invoicing as defined in Schedule "A" of the original agreement and replaces the original Schedule "A" to the attached Schedule "B" depicted in this addendum.

This addendum adds the addition of two (2) logos distributed to the following tanks: (1) Martin Bluff - completed (1) Fire Station – to be completed. Logo is depicted in Schedule "B". This addendum also removes the interior renovation of the Lark Street tank from this agreement.

All other terms and conditions of the original agreement remain unchanged.

This Addendum is signed this _____ day of _____, _____.

Owner:

American Tank Maintenance, LLC

By: _____

By: _____

Witness: _____

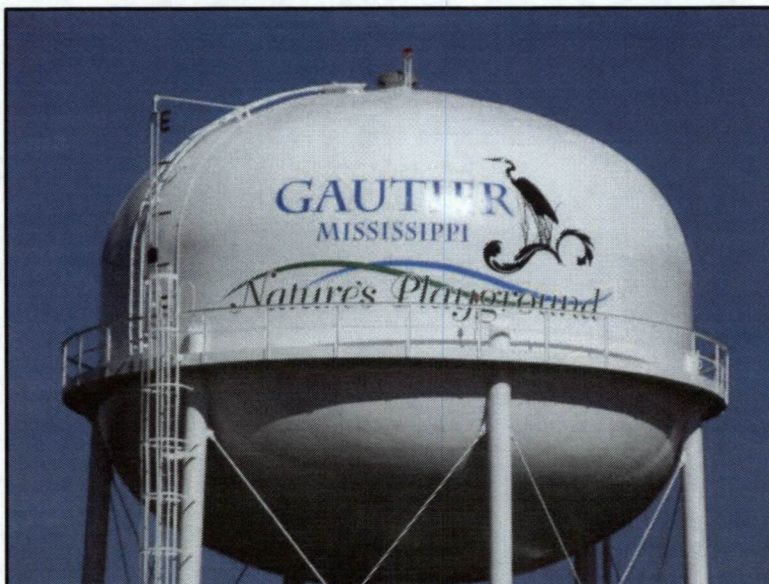
Witness: _____

City of Gautier

Addendum No. 1

Schedule "B"

	2014	2015	2016	2017	2018
	Year 1	Year 2	Year 3	Year 4	Year 5
500,000 Elevated - Central Fire Station	Exterior Touch Up & Repairs	Washout Inspection & Emergency Service	Exterior Renovation & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & New Logo & Emergency Service
150,000 Elevated - Mall Tank	Exterior Touch Up & Repairs	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service
300,000 Elevated - Martin Bluff Tank	Exterior Renovation & New Logo & Repairs & Washout	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service
50,000 Elevated - Lark Street *	Exterior Touch Up & Repairs	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service
10,000 PV - Hwy 57 **	Exterior Renovation & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service
Yearly Total to Be Invoiced	\$ 61,789	\$ 61,789	\$ 61,789	\$ 8,855	\$ 8,855
Deduct					\$ 2,000
Revised Total to be Invoiced	\$ 61,789	\$ 61,789	\$ 61,789	\$ 8,855	\$ 6,855



Depiction of Logo to be added to Fire Station Tank

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

ORDER NUMBER 127-2018

WHEREAS, the Police Department utilizes the internet for daily work routines and procedures; and

WHEREAS, Cable One currently provides the internet service for the City of Gautier North Police Substation; and

WHEREAS, after the renewal, the service charge and equipment fees will cost \$82.69 per month (reflecting a monthly increase of \$2.74); and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that renewal of the attached Cable One service agreement is hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/10/2018
Subject: Approval of Cable One Business Services Agreement Renewal for the Police Department
North Substation High Speed Internet service.

REQUEST:

City Council approval is requested for a business services agreement renewal with Cable One for high speed internet service at the North Police Substation. The service charge and equipment fees will cost \$ 82.69 per month. The monthly increase will be \$2.74.

BACKGROUND:

Cable One has provided the internet service for the City of Gautier North Police Substation.

DISCUSSION:

The Police Department utilizes the internet for daily work routines and procedures.

RECOMMENDATION:

The Police Department staff recommends that the City Council approve the renewal contract with Cable One Business Services at \$82.69 per month.

ATTACHMENTS:

1. Cable ONE Business Services Contract - The City of Gautier North Police Substation - 05-15-2018 09-30 AM (002)

		Business Services Agreement	
		Date: 05/15/2018	
Cable One Business Account Rep:	Michael Deleo	Cable One System Address:	
Phone Number:	(602) 364-6613	210 E Earll Drive	
Fax Number:	(888) 501-0837	Phoenix, AZ 85012	
Customer Information:		Authorized Customer Representative	
Company Name:	The City of Gautier North Police Substation	Full Name:	Danny Selover
Street Address:	1412 Hastings Rd	Billing Telephone:	(228) 497-8000 x 304
City/State/ZIP:	Gautier, MS 39553	Fax:	
Billing Address:	PO BOX 670	Contact Number:	228-497-8000
City/State/ZIP:	GAUTIER, MS 39553	Email Address:	dselover@gautier-ms.gov
Cable One Account #:	107718827		
Taxes and Fees Not Included			
Service Description			Quantity
D3 Suite (50Mbps x 5Mbps)			1
Wi-Fi			1
Installation			1
Installation Charge (may include construction):			\$0.00
Term:			3 Year
Total:			\$82.69
Equipment Charges			
Description	Quantity	Unit Price	Total Fee
D3 Modem Rental	1	\$8.99	\$8.99
Devices		Qty	Monthly Fee
		Subtotal:	
Special Conditions			
Agreement			
THE SERVICE CHARGES AND FEES TOTAL \$82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. THE SERVICE TERM SHALL BE DEEMED TO BEGIN UPON INSTALLATION AND TERMINATE AT THE COMPLETION OF THE TERM NOTED ABOVE. By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.			
Customer Authorized Signature	{{_es_:signer:signature}}		
Print	{{_es_:signer:fullname}}		
Date	{{_es_:signer:date}}		

TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any

applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: {{_es_:signer:fullname}}

Company: The City of Gautier North Police Substation

Date: {{_es_:signer:date}}



CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service.

Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

To the extent permissible under Mississippi law, Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall inure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Subscriber, and (ii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED “AS IS”

- (a) CABLE ONE’S DATA SERVICE AND EQUIPMENT ARE PROVIDED “AS IS”, “AS AVAILABLE” WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER’S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER’S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

SECTION 15: PUBLIC RECORDS

CableOne acknowledges that the Subscriber is a public entity, and as such, is subject to state and federal laws regarding disclosure of public documents. Subscriber will notify CableOne immediately regarding any record request seeking CableOne documents.

SECTION 18: MISCELLANEOUS:

- a. This Agreement is governed by the laws of the State of Mississippi. Subscriber and CableOne hereby consent to the exclusive jurisdiction and venue of courts in Jackson County, MS in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment.
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>
By: {{_es_:signer:optsignature}}
Printed Name: {{_es_:signer:fullname}}
Title: {{_es_:title}}
Address:
Phone: (228) 497-8000 x 304

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

ORDER NUMBER 128-2018

WHEREAS, periodically the City of Gautier may seek professional engineering services for specific projects throughout the City; and

WHEREAS, Overstreet & Associates, PLLC proposes to enter a Task Order Agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this agreement;

WHEREAS, Task Order 2018-01 will be issued simultaneously, under which, Overstreet & Associates, PLLC will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including costs estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the professional services agreement with Overstreet & Associates, PLLC (Task Order Edition) is hereby authorized and Task Order #2018-01 in the amount of \$10,000.00 is hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/10/2018
Subject: Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Overstreet & Associates, PLLC

REQUEST:

The Recreation Department requests City Council authorization to enter into a professional services agreement (task order edition) and approval of Task Order # 2018-01 with Overstreet & Associates, PLLC in the amount of \$10,000 for study and report services to develop a detailed scope of work for renovations and upgrades to Bacot Park Complex.

BACKGROUND:

From time to time the City may need professional engineering services for specific projects throughout the City. Overstreet & Associates, PLLC proposes to document each engagement by a Task Order. This Agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. In an effort to attract more recreational activities at Bacot Park, upgrades to the facilities are needed.

February 20, 2018 the City of Gautier entered into Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC for Bacot Park. Since entering into the agreement, the engineers that previously worked on the project have left the firm. On July 3, 2018 the City terminated the agreement with Garner Russell and would like to move forward with Overstreet & Associates, PLLC for the Bacot Park Sports Complex.

DISCUSSION:

Overstreet & Associates, PLLC will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

RECOMMENDATION:

The Recreation Department recommends that City Council authorize entering into a professional services agreement (Task Order Edition) and approve Task Order# 2018-01 in the amount of \$10,000 with Overstreet & Associates, PLLC.

City Council May:

1. Approve the professional services agreement (task order edition) and approve Task Order # 2018-01 in the amount of \$10,000 with Overstreet & Associates, PLLC.
2. Not approve the professional services agreement (task order edition) and not approve Task Order # 2018-01 in the amount of \$10,000 with Overstreet & Associates, PLLC.

ATTACHMENTS:

1. Phase 1 Study & Support Services

2. Demolition Plan and Gautier Sports Park
3. Professional Services Agreement- Overstreet & Associates PLLC

TASK ORDER 2018-01
BACOT PARK SPORTS COMPLEX – PHASE I
STUDY AND REPORT SERVICES

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Gautier, Mississippi
- c. Engineer: Overstreet and Associates, PLLC
- d. Specific Project (title): Bacot Park Sports Complex
Upgrades and Renovations – Phase Id
- e. Specific Project (description): Study and Report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)

- B. Other Services

Engineer shall also provide the following services: **None**.

- C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Page 1 of 3

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

None Anticipated

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 5 review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 90 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within 30 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish 5 copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)		
	a. Study and Report Phase (A1.01)	\$10,000	Lump Sum

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

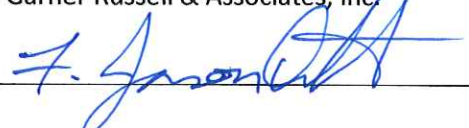
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2018.

OWNER: City of Gautier, Mississippi

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____

By:  _____

Print Name: Paula Yancey

Print Name: F. Jason Overstreet, P.E.

Title: City Manager

Title: President

Engineer License No.: 18601

State of: Mississippi

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Paula Yancey

Name: F. Jason Overstreet

Title: City Manager

Title: President

Address: 3330 Hwy 90
Gautier, MS 39503

Address: 161 Lameuse Street, Suite 203
Biloxi, MS 39530

E-Mail Address: pyancey@gautier-ms.gov

E-Mail Address: jason@overstreeteng.com

Phone: (228) 497-8000

Phone: 228.967.7137

Task Order Form

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DEMOLITION PLAN

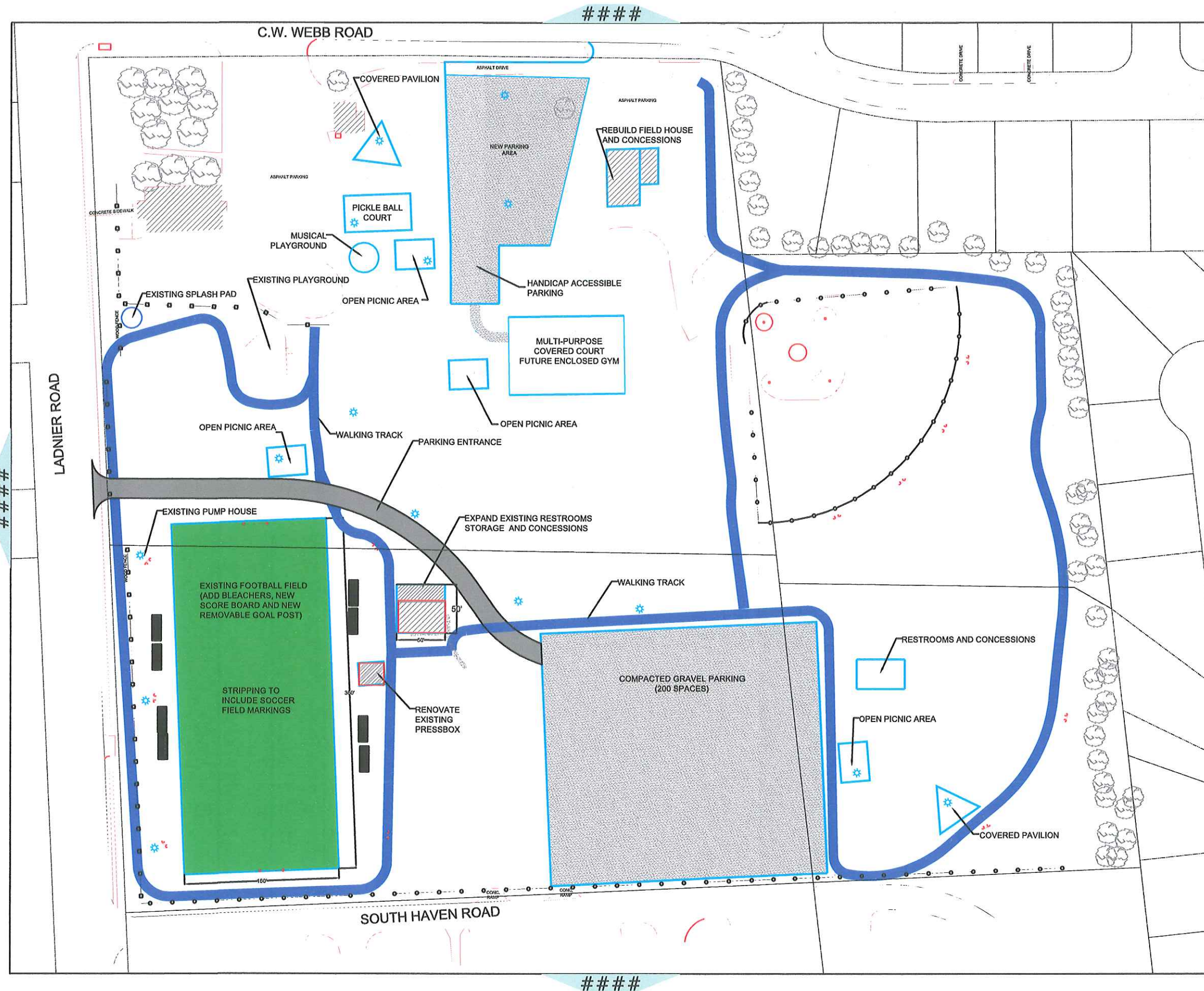
**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

LEGEND

KEY MAP



SCALE	SHEET NUMBER
1" = 50'	1
PLOT DATE	
6-21-18	
FILE NAME	
Gautier Sport Park.dwg	



PROPOSED DOG PARK

**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

LEGEND

KEY MAP



SCALE	SHEET NUMBER
1" = 80'	2
PLOT DATE	
6-1-18	
FILE NAME	
Gautier Sport Park.dwg	

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

CITY OF GAUTIER, MISSISSIPPI (“Owner”) and

OVERSTREET AND ASSOCIATES, PLLC (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for Two (2) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, in accordance with a written agreement between the parties.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk; and (3) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- C. Engineer shall each deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- E. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:
1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within 30 days of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner, and without resulting liability to the Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for

such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Mississippi.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date notice is provided.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) requesting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, defend, and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design

calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order,

including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- ~~E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a~~

~~specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.~~

~~F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.~~

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

~~H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~

~~I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.~~

~~J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.~~

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: CITY OF GAUTIER, MISSISSIPPI

ENGINEER: OVERSTREET AND ASSOCIATES, PLLC

By: _____

By: _____

Print Name: Paula Yancey

Print Name: F. Jason Overstreet, PE

Title: City Manager

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
18601

State of : Mississippi

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

3330 Highway 90, Gautier, MS 39503

161 Lameuse Street, Suite 203, Biloxi, MS 39530

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Paula Yancey

F. Jason Overstreet, PE

Title: City Manager

Title: President

Phone Number: 228-497-8000

Phone Number: 228.967.7137

E-Mail Address: pyancey@gautier-ms.gov

E-Mail Address: jason@overstreeteng.com

**ATTACHMENT 1
SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

- B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Other Services

Engineer shall also provide the following services:

- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.

Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]

h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but

not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither

guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such

payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 - 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.
 4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
- a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 - 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 - 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

- 1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
- 2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
- 3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***
- 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January, 2018) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated _____.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Letter, Legal or Tabloid Copies	\$0.20/page, black and white \$0.50/page, color
Copies of Drawings	\$2.00/sheet, 24" x 36" \$3.00/sheet, 30" x 42"
Mileage (auto-outside 3 coastal county area)	\$0.55/mile
Meals and Lodging (outside 3 coastal county area)	at cost

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$165.00
Professional Engineer V	\$155.00
Professional Engineer IV	\$145.00
Professional Engineer III.....	\$135.00
Professional Engineer II.....	\$125.00
Professional Engineer I.....	\$115.00
Engineer Intern III	\$115.00
Engineer Intern II	\$95.00
Engineer Intern I	\$85.00
Professional Land Surveyor	\$110.00
Senior Project Manager	\$115.00
Sr. Survey Crew Chief	\$85.00
Sr. Resident Project Representative.....	\$85.00
Engineering Technician III	\$80.00
Engineering Technician II	\$75.00
Engineering Technician I	\$65.00
CADD Technician III	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
Project Technician	\$70.00
Administrative/Clerical	\$65.00
Surveys with RTK GPS Equipment	\$15.00

This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation	Statutory
b. Employer's Liability -	
1. Each Accident:	\$ 100,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 100,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2. General Aggregate:	\$ 2,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	NONE
2. General Aggregate:	NONE
e. Automobile Injury -	
1. Bodily Injury:	
a. Each Accident	N/A
2. Property Damage:	
a. Each Accident	N/A
(OR)	
1. Combined Single Limit (Bodily Injury and Property Damage):	\$ 1,000,000
Each Accident	
f. Other (specify):	
_____ N/A	\$ _____ N/A

2. By Owner:

- a. Workers' Compensation: Statutory
- b. Employer's Liability –
- 1) Bodily injury, each accident \$ _____
 - 2) Bodily injury by disease, each employee \$ _____
 - 3) Bodily injury/disease, aggregate \$ _____
- c. General Liability –
- 1) General Aggregate: \$ _____
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ _____
 - 2) General Aggregate: \$ _____
- e. Automobile Liability –
- 1) Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ _____
- f. Other (specify): \$ _____

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:

By: _____

Title: _____

Date
Signed: _____

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

RESOLUTION NUMBER 039-2018

WHEREAS, the Cruisin' Through the Decades Event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Cruisin' Through the Decades Event will be helpful toward advancing the moral, financial and other interests of such municipality;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event scheduled for September 30, 2018 is hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/10/2018
Subject: Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event

REQUEST:

The Recreation Department requests that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event to be held September 30, 2018.

BACKGROUND:

The 22nd Annual Cruisin' the Coast will be held September 30 - October 7, 2018 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place September 30, 2018 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The Gautier Recreation Department has been tasked with planning new activities, more recreational events, and to seek new partnerships to provide more community engagement for the residents of Gautier. The Recreation Department is planning to host a one day Cruisin' Through the Decades event. The event will consist of musical entertainment, reserved parking for cruisers, an all-out car show, and food vendors.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.; or
2. Not approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

ATTACHMENTS:

1. Consent Agenda Item #6- Cruisin the Coast, Inc. Agreement
2. EXHIBIT A
3. CTC Contract 2018

EXHIBIT A

**City of Gautier, MS
Cruisin' Through the Decades
Sunday, September 30, 2018
11 a.m. - 4p.m.**

Cruisin' Through the Decades Schedule of Activities

11 a.m. Welcome & Reserved Parking Open to Cruisers

11a.m. – 4 p.m. Cruisin Through the Decades Entertainment TBD

1 p.m. All – Out Car Show Judging

3:30 p.m. Car Show Awards Presentation

Agreement between Cruisin' The Coast, Inc. and the City of Gautier

This Agreement is by and between ***Cruisin' the Coast, Inc.*** (hereinafter “CTC”) and the following business or entity: City of Gautier, MS (hereinafter, “the City”) and applies to the “Cruisin the Coast” event to be held on Sunday, September, 2018 in the City of Gautier. The “event” consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the “event”]. The event schedule is attached hereto as “Exhibit A”. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. The City of Gautier will provide:

- a. Event fee of \$5,000
- b. Volunteers to staff the event
- c. Traffic control
- d. Port-o-lets
- e. Signage
- f. A “person in charge” who will coordinate with the “person in charge” designated by CTC to produce the event

2. Cruisin' The Coast will provide:

- a. Promotion and advertisement of the Sunday, September 30, 2018, event in all printed materials and on website.
- b. License to use of the Cruisin' The Coast logo upon approval by CTC until the event is complete
- c. A “person in charge” who will coordinate with the “person in charge” designated by City to produce the event
- d. 6 tickets to the Kickoff Sponsor Party.
- e. 6 Sponsor T-shirts

General:

1. Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. CTC is not responsible for collection of any applicable taxes.
2. ET Motorgear is acknowledged as the official apparel vendor of Cruisin' The Coast. Other vending of this type is not permitted. CTC reserves the right to approve other apparel vending if ET Motorgear is not present, or not able to participate.
3. All media releases, press conferences and collateral materials promoting the event must be approved in advance by CTC. The parties acknowledge that CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
4. The City will obtain such event insurance as may be available at the time of the event and will furnish CTC with a copy of any policy so obtained. CTC acknowledges, however, that the City's liability for incidents occurring during the event is governed by the Mississippi Tort Claims Act and that the City of Gautier already carries liability coverage that will protect the City in the event of any damages or losses that might be incurred during the event and for which the City would otherwise be liable. CTC also acknowledges that the City, by law, cannot agree to indemnify CTC, or to hold CTC harmless from any claims, damages, or assessments, that might arise as a result of incidents occurring during the event, except to the extent allowed by law pursuant to state statute.

5. The City of Gautier acknowledges that it is sponsoring the CTC licensed event on their own premises or premises of others by permission, and that CTC is merely licensing its logo in order to market the authorized activity.
6. CTC will not be responsible for the condition or safety of any premises where the City of Gautier hosts CTC authorized events.
7. No activity will be allowed, ratified or encouraged by the City of Gautier which diminishes the “good will” and quality of the licensed CTC brand.
8. No activity will be undertaken on the event site or premises or otherwise allowed which is a violation of state or federal law.
9. This agreement may only be changed upon written amendment, approved by both parties.
10. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
11. Termination of Agreement:
 - a. This agreement may be terminated by either party for any reason more than 90 days prior to the event;
 - b. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for “good cause.”
12. This agreement shall expire at midnight on the last full day of the event as scheduled.
13. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
14. The Agreement and Memorandum of Understanding constitute the entire agreement of the parties.

Cruisin’ the Coast, Inc.

City of Gautier, MS

Sherwood R. Bailey, Jr.

Paula Yancey, City Manager

Date

Date

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

ORDER NUMBER 129-2018

WHEREAS pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier, Mississippi 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP. is hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

BUTLER | SNOW

June 22, 2018

VIA E-MAIL AT CRUSSELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Cynthia Russell, City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi 2018 Continuing Disclosure Submission (the "Disclosure Submission")

Dear Cindy:

Attached please find a copy of the City's Disclosure Submission filed for and on behalf of the City for the fiscal year ended September 30, 2017. Please review and make sure that all of the information contained in the Disclosure Submission is correct. If there are any revisions, please e-mail the changes to Pamela.Wilder@butlersnow.com. Upon receipt of the revisions, we will file a supplement to the Disclosure Submission with the appropriate repository. If there are no changes, please retain a copy of the Disclosure Submission for your records. We suggest that the Disclosure Submission be spread upon the minutes of the City's next meeting.

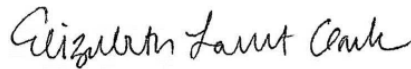
In order to be in compliance with City's Continuing Disclosure Agreement, please send us a copy of the 2017 Audit for submission. If the 2017 Audit is not complete, please send unaudited financials for 2017, and a copy of the audited financials when final.

I have also enclosed our Statement of Services. Please place the Statement in line for payment at your earliest convenience and return a copy of the Statement for Services with your payment.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you again this year and look forward to working with you in the future.

Very truly yours,

BUTLER SNOW LLP



Elizabeth Lambert Clark

Enclosure

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

Client: Gautier, MS
Matter Number: 031551.102327
Billing Professional: Elizabeth Lambert Clark

Invoice Number: 10193568
Invoice Date: June 20, 2018
DUE UPON RECEIPT

City of Gautier, MS
Attn: Paula Yancey, City Manager
3330 Highway 90
Gautier, MS 39553

Matter: Continuing Disclosure

Description: Fees and expenses for services rendered for preparation and submission of Continuing Disclosure Statement for Fiscal Year 2017

INVOICE

For Services Rendered Through March 31, 2018

TOTAL CURRENT BILLING FOR THIS MATTER

\$3,000.00

**APPENDIX A
ECONOMIC AND DEMOGRAPHIC INFORMATION**

General Description

The City of Gautier, Mississippi (the “City”) was established in 1867 at the mouth of the Pascagoula River Basin by Fernando Gautier. The City was incorporated in 1986 and is located in Jackson County, Mississippi (the “County”) and abuts the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi, the capitol of Mississippi (the “State”).

Population

The population of the City has been recorded as follows:

1990	2000	2010	2016 Estimate
10,130	11,681	18,572	18,541

SOURCE: Census Data information at website: www.census.gov; February 2018.

Government¹

The City operates under a council-manager form of government. The City’s governing authority is comprised of the Mayor and a six-member City Council (the “Council”), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four year terms expiring on July 1, 2021, are as follows:

Name	Occupation	Position Held Since
Phil Torjusen	Mayor	July, 2017
Mary Martin	Councilwoman At-Large	November, 2010
Cameron B. George	Councilman	July, 2017
Richard “DJ” Jackson	Councilman	July, 2017
Casey Vaughan	Councilman	July, 2013
Rusty Anderson	Councilman	July, 2013
Adam Colledge	Councilman	July, 2009

¹ As of March 2018.

Major Employers

The following is a listing of the County's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Huntington Ingalls	11,300	Naval Shipbuilding
Chevron Pascagoula Refinery	1,500 Full-time and 2,000+ Contract- workers	Petroleum Refinery
Singing River Health System	2,300	Healthcare
Signal International	1,550 full-time 700 Subcontractors	Marine and Fabrication services provider
VT Halter Marine, Inc.	1,700	Ship Manufacturing
Pascagoula-Gautier Public School District	1,302	Education
Jackson County Public School District	1,200	Education
Jackson County, MS	775	Inbound Call Center
SUPSHIP, Conversion & Repair	400	Government
MS Power	280	Utility
City of Pascagoula	275	Government
Wal-Mart Supercenter in Pascagoula	230	Retail

SOURCE: Jackson County Economic Development Foundation; February 2018.

Per Capita Income²

Year	County	Mississippi	United States	County as % Of U.S.
2016	\$35,358	\$35,484	\$49,246	72%
2015	34,763	34,757	48,451	72
2014	34,191	34,213	46,494	74
2013	33,766	33,327	44,493	76
2012	33,928	32,920	44,282	77

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2012-2016; February 2018.

² Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2012-2016 reflect county population estimates available as of March 2017; last updated November 16, 2017.

County Employment Statistics

	2012	2013	2014	2015	2016
Residence Based Employment					
Civilian Labor Force	6,890	6,500	6,430	6,400	6,180
Unemployed	700	650	550	500	480
Unemployment Rate	10.2	10.0	8.6	7.8	7.8
Employed	6,190	5,850	5,880	5,900	5,700
Establishment Based Employment					
Manufacturing	1,590	1,530	1,380	1,370	1,370
Non-manufacturing (Total)	2,800	2,720	2,680	2,590	2,480
Agriculture, Forestry, Fishing, Hunting	140	130	130	130	140
Mining	120	130	120	90	80
Utilities	30	30	30	30	20
Construction	170	120	120	90	50
Wholesale Trade	80	70	60	50	50
Retail Trade	360	360	340	340	330
Transportation & Warehousing	100	110	110	120	120
Information	140	130	130	130	130
Finance & Insurance	100	100	100	100	100
Real Estate, Rental & Leasing	50	40	40	30	20
Professional, Scientific & Technical Services	90	90	80	60	50
Management of Companies & Entertainment	20	20	20	20	20
Administrative Support & Waste Management	20	20	10	0	0
Educational Services	50	60	60	60	60
Health Care & Social Assistance	160	140	150	140	120
Arts, Entertainment & Recreation	0	0	0	0	0
Accommodation & Food Services	130	140	130	140	150
Other Services (except Public Administration)	70	60	70	100	100
Government	970	970	980	960	940
Education	440	430	430	420	410
Total Nonagricultural Employment	4,390	4,250	4,060	3,960	3,850

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, February 2018. Note: This represents the most current information available as of February 2018.

County Unemployment Statistics

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	10.6	9.7	9.0	8.5	9.2	9.6	8.9	8.2	8.5	8.7	8.1	8.2	8.9%
2014	8.9	8.5	8.2	7.4	8.3	8.6	8.5	7.7	7.6	7.5	7.2	7.5	8.0%
2015	8.0	7.1	6.7	6.4	7.4	7.7	7.4	6.4	6.6	6.7	6.7	7.1	7.0%
2016	7.1	6.8	6.3	6.0	6.6	7.3	6.8	6.3	6.5	6.4	5.8	6.5	6.5%
2017	7.2	5.5	5.4	5.0	5.9	6.5	6.6	5.6	5.4	5.1	5.2	5.3	5.7%

SOURCE: *Annual Labor Force Report*, Labor Market Information Department, Mississippi Employment Security Commission, February 2018. Note: This represents the most current information available as of February 2018.

Retail Sales

State Fiscal Year Ended June 30	Gautier
2017	\$174,079,615
2016	175,930,251
2015	167,817,984
2014	166,943,639
2013	175,199,039

SOURCE: Annual Report for each year shown, Mississippi Department of Revenue; March 2018.

Educational Facilities

The Pascagoula-Gautier School District (the “District”) currently consists of the entire City of Gautier, most of the City of Pascagoula and certain outlying areas in Jackson County not located in the city limits of the City of Gautier and the City of Pascagoula. The District currently operates nineteen (19) schools - ten elementary schools (K-5), two middle schools (6-8), two sixth grade academies, two high schools (9-12), and three specialty schools. Currently the District employs a total of approximately 1,300 people, with approximately 650 of those being certified teachers.

Enrollment figures for the District’s current scholastic year and the previous four years are as follows:

Scholastic Year	Enrollment
2017-18	7,054
2016-17	7,256
2015-16	7,227
2014-15	7,129
2013-14	7,152

SOURCE: Pascagoula-Gautier School District and Office of Research and Statistics, Mississippi Department of Education; February 2018.

TAX INFORMATION

Assessed Valuation³

Assessment Year	Real Property	Personal Property ⁴	Public Utility Property	Total
2017	\$88,910,357	\$24,142,590	\$7,518,392	\$120,571,339
2016	88,951,909	22,960,414	7,448,723	119,361,046
2015	84,931,947 ⁵	22,026,196	8,377,308	115,335,451
2014	89,505,278	23,885,955	8,356,674	121,747,907
2013	90,314,141	23,211,991	8,134,460	121,660,592

SOURCE: Jackson County Tax Assessor; March 2018.

³ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year’s budget. For example, the taxes for the assessed valuation figures for 2017 are collected starting in January 2018 for the 2017-18 fiscal year budget of the City.

⁴ Personal Property includes mobile homes and automobiles.

⁵ Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation⁶

	2017-18	2016-17	2015-16	2014-15	2013-14
General Purposes	30.09	26.79	26.79	26.79	26.79
Debt Service	8.11	8.11	8.11	8.11	6.75
Library	1.00	1.00	1.00	1.00	1.00
Public Safety	1.80	1.80	1.80	1.80	--
Total Levy	41.00	37.70	37.70	37.70	34.54

SOURCE: Office of the City Clerk; March 2018

Ad Valorem Tax Collections of the City⁷

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2017	\$4,217,327	\$4,327,480	\$110,153
2016	4,107,909	4,113,896	5,987
2015	4,322,574	4,263,480	(59,094)
2014	3,217,821	3,183,344	(34,477)
2013	3,743,960	3,561,833	(182,127)

SOURCE: Office of the City Clerk; March 2018.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

⁶ Tax levy figures are given in mills.

⁷ Does not include school taxes.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2017 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
SINGING RIVER EPA	6,585,489	270,005.05
LOWE'S HOME CENTERS, INC #2700	1,649,659	67,636.01
BIENVILLE MEDICAL	1,491,045	61,132.85
KLP TOULON APARTMENTS, LP	1,383,874	56,738.84
RESERVE OF GAUTER, LLC	755,468	30,974.19
OCEAN ESTATES II, LLC	698,489	28,637.70
VILLAS OF HICKORY HILLS, INC	682,322	27,975.21
BELK	526,198	21,574.12
JERRY LEE'S	510,104	20,914.26
MS APARTMENTS LLC	436,411	17,892.85
Totals:	\$14,719,0596	\$603,481.08

SOURCE: Office of the Jackson County Tax Collector; March 2018.

DEBT INFORMATION

Legal Debt Limit Statement

(As of March 1, 2018)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$120,571,339)	\$18,085,701	\$24,114,268
Present Debt Subject to Debt Limits	5,605,000	5,605,000
Margin for Further Debt Under Debt Limits	\$12,480,701	\$18,509,268

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of March 1, 2018)

Issue	Date of Issue	Outstanding Principal
General Obligation Katrina Loan Refunding Bonds, Series 2010	02/01/10	\$540,000
General Obligation Bonds, Series 2010	08/01/10	\$5,065,000
Total		\$5,605,000

Outstanding Water and Sewer Revenue Bond Debt

(As of March 1, 2018)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ⁸	01/06	\$636,265.46
State Revolving Fund Loan #4 ⁶	09/06	\$747,419.53
State Revolving Fund Loan #4 ⁶	10/06	\$970,628.05
State Revolving Fund Construction Loan #5 ⁶	06/08	\$234,226.01
State Revolving Fund Construction Loan #6 ⁶	09/09	\$462,190.32
State Revolving Fund Construction Loan #7 ⁶	09/09	\$1,135,404.90
Combined Utility System Revenue Refunding Bonds, Series 2012 ⁹	5/31/12	\$1,390,000.00
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ¹⁰	8/13/13	\$2,955,000.00
Total		\$8,531,134.27

SOURCE: Office of the City Clerk; March 2018.

⁸ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

⁹ Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

¹⁰ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

General Obligation Annual Debt Service Requirements

FY Ending September 30			
	Principal	Interest	Total
2018	580,000.00	199,347.51	779,347.51
2019	600,000.00	180,627.51	780,627.51
2020	630,000.00	161,262.51	791,262.51
2021	370,000.00	145,868.76	515,868.76
2022	385,000.00	134,768.76	519,768.76
2023	405,000.00	122,256.26	527,256.26
2024	390,000.00	109,093.76	499,093.76
2025	400,000.00	95,443.76	495,443.76
2026	405,000.00	81,443.76	486,443.76
2027	415,000.00	66,762.50	481,762.50
2028	420,000.00	51,200.00	471,200.00
2029	425,000.00	34,400.00	459,400.00
2030	435,000.00	17,400.00	452,400.00
Total	\$ 5,860,000.00	\$1,399,875.09	\$7,259,875.09

Overlapping/Underlying General Obligation Indebtedness

(As of February 2018)

Political Subdivision	2010 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County ¹¹	139,668	\$2,037,038,757	\$8,155,949	\$58.40

School District	Current Assessed Valuation	General Obligation Bonded Debt
Pascagoula-Gautier School District	\$1,030,082,460 ¹²	\$0.00 ¹³

¹¹Source: County Administrator, February 2018.¹²Source: County Administrator, February 2018.¹³Source: School district's FY 2017 Audit.

APPENDIX B
INFORMATION ON THE COMBINED UTILITY SYSTEM
CITY OF GAUTIER, MISSISSIPPI
FISCAL YEAR 2017

General

The Gautier Utility District (the “District”) was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District’s service area was five miles west of the City of Pascagoula, Mississippi, the County seat, and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City’s service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the “Service Area”). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

The Water System

The City currently provides water service to approximately 7,346 customers (computing commercial users on a residential customer equivalent basis). The Service Area’s water supply source consists of eight ground wells located throughout the Service Area with a combined pumping capacity of 4,410 gallons per minute, the largest well delivering 850 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600’ to 800’). The Service Area’s groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of four elevated tanks with a capacity of 1,000,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 1.26 million gallons.

The Sewer System

The City’s sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City’s sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the “Authority”), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City’s average flow of wastewater to the Authority’s treatment system is 1,500,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City’s monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City’s expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

Fire Protection

The fire protection facilities of the City include four fire stations. The four stations, are located within the corporate limits of the City, and are owned and operated by the City.

Mandatory Connections

By City ordinance, all homeowners, building owners, and owners of rental, business, or recreational property are required to connect to the System.

Utility Rate Schedule

The following table sets forth the utility rate schedule for water and sewer customers in the City:

	Prior Rates				Current Rates ¹	
	As of 10/01/96	As of 10/01/02	As of 9/19/06	As of 10/01/08	2016	2017
Gallons	3,000	3,000	3,000	3,000	2,000	3,000
Water						
First 2,000 Gallons	\$16.31	\$17.76	\$18.45	\$19.30	\$14.15	\$25.50
Over 2,000 Gallons (per 1,000 Gallons)	3.50	3.81	4.00	4.14	7.60	8.50
Sewer						
First 2,000 Gallons	13.33	17.76	18.45	19.30	6.47	12.30
Over 2,000 Gallons (per 1,000 Gallons)	2.86	3.81	4.00	4.14	4.74	4.10
Wastewater Treatment						
First 2,000 Gallons	2.98	0.00	0.00	0.00	9.71	14.70
Over 2,000 Gallons (per 1,000 Gallons)	0.64	0.00	0.00	0.00	4.98	4.90
Garbage						
Monthly Charge	0.00	0.00	12.67	17.00	17.00	17.00
Minimum Average Bill						
	32.62	35.52	49.57	55.60	47.33	69.50

¹ Following the City's annexation in 2002, the City has not billed their citizens/customers for fire protection or wastewater treatment. Fire protection is provided through the City's general fund budget. Wastewater treatment is billed separately. Information as of March 2018.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

Management of the System

The System is a division of the City and is governed by the Governing Body. The City also prepares financial statements for the System. The System is operated and maintained by contract with ClearWater Solutions, LLC (the "**Manager**"). The Manager partners with municipalities, county governments, private individuals, and water and wastewater boards across Mississippi, Alabama, Georgia, South Carolina, and Kentucky to provide operations and management of water and wastewater systems.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 3, 2017. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good

cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served By City

The following table shows the number of customers served by the City from 2013 to 2017:

FY Ending September 30	Customers
2017	7,346 (Metered Accounts)
2016	7,326 (Metered Accounts)
2015	7,209 (Metered Accounts)
2014	7,300 (Metered Accounts)

Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2017:

TEN LARGEST USERS	TOTAL WATER CHARGES
KLP TOULAN	\$84,941.64
SINGING RIVER APTS	\$61,515.88
FOREST CITY	\$59,710.26
BAYOU VILLAGE	\$52,142.43
SUN SUITES	\$50,462.75
RIVER BEND	\$49,457.61
MAGNOLIA OAKS	\$47,144.71
FOREST CITY	\$44,933.37
GLENMARK APTS	\$43,007.86
RIVER CHASE VILLAGE	\$31,303.95

The current capacity of the City's water system is as follows:

Current Water System	Number of Gallons per day
Capacity	640,150,688
Peak daily load	2,500,000
Average daily usage	1,753,837

The current capacity of the City's sewer system is as follows:

Current Sewer System	Number of Gallons per day
Capacity	6,000,000
Peak Daily load	4,000,000
Average daily usage	2,000,000

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2010 to 2018. Rates for the System are based on a rate schedule adopted by the Governing Body in September 19, 1996, October 1, 2008, October 1, 2010, and

October 3, 2017. (See “THE COMBINED UTILITY SYSTEM – Utilities Rate Schedule,” herein). Historical calculations for the combined utility system of the City were based on actual data in the City’s annual audits (Fiscal Years 2010–2016), unaudited financial data for Fiscal Year 2017 and budgeted financial data for Fiscal Year 2018. Fiscal Years 2017–2018 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2010–2017 ranges from a low of 1.23% in Fiscal Year 2016 to a high of 2.33% in Fiscal Year 2014. The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
3. Water and sewer usage is projected to remain constant;
4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
5. Debt service based on the following:

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Revenues</u>	<i>Audited</i>	<i>Audited</i>	<i>Audited</i>	<i>Unaudited</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
Total Revenue	\$8,772,361	\$8,104,568	\$8,660,502	\$9,730,915	\$10,788,893	\$10,896,782	\$11,005,750	\$11,115,807
<u>Expenses</u>								
Total Expenses	4,052,300	5,198,467	5,592,909	5,503,112	6,503,160	6,568,192	6,633,874	6,700,212
Revenue Available for Debt Service	4,720,061	2,906,101	3,067,593	4,227,803	4,285,733	4,328,590	4,371,876	4,415,595
Existing Debt Service	2,189,272	2,370,856	2,476,082	2,472,081	2,471,182	1,995,531	1,071,281	1,071,931
Available Revenue for New Debt Service	3,051,914	535,245	591,511	1,755,722	1,814,551	2,333,059	3,300,595	3,343,664
Proforma Debt Service						295,000	294,600	294,000
Debt Service Coverage	2.16	1.23	1.24	1.71	1.73	2.91	5.62	5.68

Assumptions

- 1% annual increase in total revenues for projected years.
- 3% annual increase in total expenses for projected years.

Outstanding Water and Sewer Revenue Bond Debt

(As of March 1, 2018)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ¹	01/06	\$636,265.46
State Revolving Fund Loan #4 ⁶	09/06	\$747,419.53
State Revolving Fund Loan #4 ⁶	10/06	\$970,628.05
State Revolving Fund Construction Loan #5 ⁶	06/08	\$234,226.01
State Revolving Fund Construction Loan #6 ⁶	09/09	\$462,190.32
State Revolving Fund Construction Loan #7 ⁶	09/09	\$1,135,404.90
Combined Utility System Revenue Refunding Bonds, Series 2012 ²	5/31/12	\$1,390,000.00
Promissory Note (Combined Utility System Revenue Project) ³	8/13/13	\$2,955,000.00
Total		\$8,531,134.27

SOURCE: Office of the City Clerk; March 2018.

¹ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

² Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

³ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

City of Gautier
October 1, 2017 - September 30, 2018
Annual Budget

GENERAL FUND: FUND 001		
REVENUES	BUDGET FY 2017	PROPOSED BUDGET FY 2018
Licenses & Permits	\$ 80,000.00	\$ 91,000.00
Inter-Governmental Revenue:		
In Lieu of Taxes	\$ 355,000.00	\$ 342,000.00
Franchise Fees	\$ 163,000.00	\$ 155,000.00
General Sales Tax	\$ 2,225,000.00	\$ 2,235,000.00
ABC Licenses	\$ 11,000.00	\$ 13,000.00
Homestead Reimbursement	\$ 90,000.00	\$ 90,000.00
Motor Fuel Tax	\$ 14,000.00	\$ 115,560.00
Shared Revenues - Road Tax	\$ 487,000.00	\$ 487,000.00
Shared Revenues - Recreation	\$ 135,000.00	\$ 135,000.00
Rail Car Tax	\$ 2,000.00	\$ 2,200.00
Privilege Tax-Heavy Duty Vehicle	\$ 1,600.00	\$ 4,000.00
Municipal Aid Surplus	\$ 9,200.00	\$ 9,200.00
FEMA/MEMA Reimbursement	\$ -	\$ -
Fine & Forfeits	\$ 476,000.00	\$ 474,000.00
Grants	\$ 36,855.00	\$ 29,000.00
Surplus Property	\$ -	\$ -
Loan - HIDTA Vehicle	\$ -	\$ -
Loan - Police Cars	\$ 170,000.00	\$ -
Miscellaneous	\$ 88,200.00	\$ 110,255.00
Transfer from Other Funds	\$ 200,000.00	\$ -
Transfer from Solid Waste Fund	\$ 316,500.00	\$ 500,000.00
Transfer from Enterprise Fund	\$ 200,000.00	\$ 300,000.00
Total revenue from sources other than taxation	\$ 5,060,355.00	\$ 5,092,215.00
Balance at beginning of year	\$ 1,525,000.00	\$ 1,500,000.00
Total from all sources other than taxation	\$ 6,585,355.00	\$ 6,592,215.00
Amount necessary to be raised by tax levy	\$ 4,091,088.00	\$ 4,500,273.00
Total available cash and anticipated revenue	\$ 10,676,443.00	\$ 11,092,488.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	\$ 95,274.00	\$ 102,562.00
Supplies	\$ 1,000.00	\$ 4,000.00
Other Services & Charges	\$ 21,200.00	\$ 22,650.00
Total	\$ 117,474.00	\$ 129,212.00
CITY COURT		
Personnel Services	\$ 128,941.00	\$ 174,520.00
Supplies	\$ 3,000.00	\$ 3,000.00
Other Services & Charges	\$ 130,550.00	\$ 141,650.00
Capital Outlay	\$ -	\$ -
Total	\$ 262,491.00	\$ 319,170.00
CITY MANAGER		
Personnel Services	\$ 224,297.00	\$ 148,614.00
Supplies	\$ 2,500.00	\$ 5,500.00
Other Services & Charges	\$ 65,300.00	\$ 89,450.00
Total	\$ 292,097.00	\$ 243,564.00
HUMAN RESOURCES		
Personnel Services	\$ 124,281.00	\$ 128,900.00
Supplies	\$ 3,700.00	\$ 3,700.00
Other Services & Charges	\$ 10,700.00	\$ 10,250.00
Capital Outlay	\$ -	\$ 200.00
Total	\$ 138,681.00	\$ 143,050.00
ELECTIONS		
Supplies	\$ 1,500.00	\$ -
Other Services & Charges	\$ 14,500.00	\$ -
Total	\$ 16,000.00	\$ -
CITY CLERK		
Personnel Services	\$ 227,766.00	\$ 235,955.00
Supplies	\$ 11,500.00	\$ 11,500.00
Other Services & Charges	\$ 18,104.00	\$ 28,400.00
Capital Outlay	\$ -	\$ 1,600.00
Total	\$ 257,370.00	\$ 277,455.00

FINANCE		
Personnel Services	\$ 190,580.00	\$ 180,775.00
Supplies	\$ 1,500.00	\$ 1,050.00
Capital Outlay	\$ -	\$ 2,000.00
Total	\$ 192,080.00	\$ 183,825.00
CITY ATTORNEY		
Other Services & Charges	\$ 120,000.00	\$ 105,000.00
Total	\$ 120,000.00	\$ 105,000.00
BUILDING & PLANNING		
Personnel Services	\$ 243,810.00	\$ 294,077.00
Supplies	\$ 10,000.00	\$ 10,000.00
Other Services & Charges	\$ 56,760.00	\$ 30,060.00
Capital Outlay	\$ -	\$ 3,000.00
Total	\$ 310,570.00	\$ 337,137.00
GENERAL EXPENSES & FACILITIES		
Supplies	\$ 13,000.00	\$ 16,000.00
Other Services & Charges	\$ 519,600.00	\$ 540,200.00
Capital Outlay	\$ 14,500.00	\$ 10,500.00
Total	\$ 547,100.00	\$ 566,700.00
GRANTS & PROJECTS ADMIN		
Personnel Services	\$ -	\$ 134,948.00
Supplies	\$ -	\$ 1,000.00
Other Services & Charges	\$ -	\$ 3,320.00
Capital Outlay	\$ -	\$ 2,500.00
Total	\$ -	\$ 141,768.00
POLICE DEPARTMENT		
Personnel Services	\$ 2,820,469.00	\$ 2,762,195.00
Supplies	\$ 190,000.00	\$ 203,500.00
Other Services & Charges	\$ 163,350.00	\$ 160,900.00
Capital Outlay	\$ 231,415.00	\$ 13,792.00
Debt Service	\$ 75,100.00	\$ 63,976.00
Total	\$ 3,480,334.00	\$ 3,204,363.00
FIRE DEPARTMENT		
Personnel Services	\$ 2,167,129.00	\$ 2,232,040.00
Supplies	\$ 67,867.00	\$ 62,867.00
Other Services & Charges	\$ 113,920.00	\$ 104,250.00
Capital Outlay	\$ 6,000.00	\$ 6,000.00
Total	\$ 2,354,916.00	\$ 2,405,157.00
RECREATION DEPARTMENT		
Personnel Services	\$ 272,919.00	\$ 311,184.00
Supplies	\$ 37,700.00	\$ 44,500.00
Other Services & Charges	\$ 85,900.00	\$ 97,250.00
Capital Outlay	\$ -	\$ -
Total	\$ 396,519.00	\$ 452,934.00
STREETS		
Supplies	\$ 50,000.00	\$ 70,000.00
Other Services & Charges	\$ 152,000.00	\$ 163,000.00
Capital Outlay	\$ 15,000.00	\$ 45,000.00
Total	\$ 217,000.00	\$ 278,000.00
MAINTENANCE		
Personnel Services	\$ 205,708.00	\$ 208,480.00
Supplies	\$ 14,900.00	\$ 19,900.00
Other Services & Charges	\$ 2,830.00	\$ 6,150.00
Capital Outlay	\$ -	\$ -
Total	\$ 223,438.00	\$ 234,530.00
PUBLIC SAFETY		
Unappropriated	\$ -	\$ -
Total	\$ -	\$ -
INTERFUND TRANSFERS		
Transfer to Other Funds	\$ 791,839.00	\$ 795,982.00
Transfer to Health Benefit Fund	\$ -	\$ 250,000.00
Total	\$ 791,839.00	\$ 1,045,982.00
TOTAL EXPENDITURES	\$ 9,717,909.00	\$ 10,067,847.00
YEAR END BALANCE	\$ 958,534.00	\$ 1,024,641.00
BALANCE	\$ 10,676,443.00	\$ 11,092,488.00

MS DEVELOPMENT BANK KATRINA LOAN FUND: FUND 007 (Original issue \$2.5 million)**REVENUE**

Balance at beginning of year	\$	309.95	\$	310.00
Transfer from General Fund	\$	277,854.00	\$	279,229.00
Total available cash and anticipated revenue	\$	278,163.95	\$	279,539.00

EXPENDITURES

Annual Fees	\$	1,200.00	\$	1,200.00
Ms Dev Katrina Loan - Debt Service	\$	276,654.00	\$	278,029.00

TOTAL EXPENDITURES

\$	277,854.00	\$	279,229.00
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YEAR END BALANCE

\$	309.95	\$	310.00
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BALANCE

\$	278,163.95	\$	279,539.00
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TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13**REVENUE**

Balance at beginning of year	\$	(29,555.01)	\$	13,631.67
Grant	\$	84,158.13	\$	40,971.45
Transfer from General Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	54,603.12	\$	54,603.12

EXPENDITURES

Capital Outlay	\$	54,603.12	\$	54,603.12
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TOTAL EXPENDITURES

\$	54,603.12	\$	54,603.12
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	54,603.12	\$	54,603.12
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ALLEN ROAD WIDENING: FUND 20**REVENUES**

Balance at beginning of year	\$	(744,218.40)	\$	31,890.00
MDOT Reimbursements	\$	6,438.40	\$	14,434.00
Interlocal Funding (JCBS)	\$	-	\$	-
CAP Loan	\$	995,980.00	\$	-
Transfer from General Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	258,200.00	\$	46,324.00

EXPENDITURES

Other Services & Charges	\$	-	\$	-
Debt Service	\$	61,000.00	\$	46,324.00

TOTAL EXPENDITURES

\$	61,000.00	\$	46,324.00
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YEAR END BALANCE

\$	197,200.00	\$	-
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BALANCE

\$	258,200.00	\$	46,324.00
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MDOT SAFE ROUTES TO SCHOOL: FUND 29**REVENUES**

Balance at beginning of year	\$	21,556.50	\$	(36,558.55)
MDOT Reimbursements	\$	173,216.00	\$	59,938.88
Transfer from General Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	194,772.50	\$	23,380.33

EXPENDITURES

Street Improvements (Sidewalks)	\$	194,772.50	\$	23,380.33
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TOTAL EXPENDITURES

\$	194,772.50	\$	23,380.33
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	194,772.50	\$	23,380.33
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USFW CITY PARK BOAT LAUNCH0 : FUND 50**REVENUES**

Balance at beginning of year	\$	-	\$	(90,836.53)
Grant	\$	190,310.00	\$	169,610.00
Transfer from Tidelands Grant	\$	65,300.00	\$	99,518.00
Total available cash and anticipated revenue	\$	255,610.00	\$	178,291.47

EXPENDITURES

Capital Outlay	\$	255,610.00	\$	178,291.47
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TOTAL EXPENDITURES

\$	255,610.00	\$	178,291.47
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	255,610.00	\$	178,291.47
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MARTIN BLUFF ROAD PROJECT: FUND 128**REVENUES**

Balance at beginning of year	\$	232,012.64	\$	102,012.64
Total available cash and anticipated revenue	\$	232,012.64	\$	102,012.64

EXPENDITURES

Capital Outlay	\$	130,000.00	\$	102,012.64
Transfer to General Fund	\$	100,000.00	\$	-

TOTAL EXPENDITURES

	\$	230,000.00	\$	102,012.64
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YEAR END BALANCE

	\$	2,012.64	\$	-
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BALANCE

	\$	232,012.64	\$	102,012.64
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	193,141.37	\$	286,500.00
Interest	\$	1,200.00	\$	1,200.00
MDOT Reimbursements	\$	1,537,940.07	\$	3,611,043.21
Transfer from GF Debt Service	\$	508,119.00	\$	502,319.00
Total available cash and anticipated revenue	\$	2,240,400.44	\$	4,401,062.21

EXPENDITURES

Annual Bond Fees	\$	2,200.00	\$	2,200.00
Annual Bond Payment - Debt Service	\$	505,919.00	\$	501,318.76
Capital Improvements	\$	1,731,011.25	\$	3,897,543.45
Transfer to General Fund				

TOTAL EXPENDITURES

	\$	2,239,130.25	\$	4,401,062.21
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YEAR END BALANCE

	\$	1,270.19	\$	-
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BALANCE

	\$	2,240,400.44	\$	4,401,062.21
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	397,099.00	\$	423,959.65
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	397,099.00	\$	423,959.65

EXPENDITURES

Capital Outlay	\$	-	\$	50,000.00
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TOTAL EXPENDITURES

	\$	-	\$	50,000.00
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YEAR END BALANCE

	\$	397,099.00	\$	373,959.65
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BALANCE

	\$	397,099.00	\$	423,959.65
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	281,311.42	\$	277,000.00
Fire Insurance Rebate	\$	110,000.00	\$	100,000.00
MS Code Rebate	\$	3,100.00	\$	3,000.00
Loan Proceeds	\$	430,000.00	\$	-
Total available cash and anticipated revenue	\$	824,411.42	\$	380,000.00

EXPENDITURES

Other Services & Charges	\$	12,527.68	\$	13,131.85
Capital Outlay	\$	495,000.00	\$	62,000.00
Debt Service	\$	17,750.00	\$	120,504.00
Transfer to Fund 161				

TOTAL EXPENDITURES

	\$	525,277.68	\$	195,635.85
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YEAR END BALANCE

	\$	299,133.74	\$	184,364.15
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BALANCE

	\$	824,411.42	\$	380,000.00
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(144,233.01)	\$	(81,532.55)
Grant: Public Access	\$	569,848.67	\$	377,780.65
Grant: Town Center	\$	419,284.97	\$	336,016.64
Total available cash and anticipated revenue	\$	844,900.63	\$	632,264.74

EXPENDITURES

Capital Outlay: City Park-Town Commons	\$	226,109.95	\$	167,165.33
Capital Outlay: Graveline Bayou	\$	50,000.00	\$	33,050.00
Capital Outlay: Shepard State Park	\$	503,490.68	\$	232,531.41
Capital Outlay: Mary Walker Bayou Parks	\$	-	\$	100,000.00
Trans to other Grants: Fund 50	\$	65,300.00	\$	99,518.00

TOTAL EXPENDITURES

	\$	844,900.63	\$	632,264.74
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	844,900.63	\$	632,264.74
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LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	108,639.00	\$	109,578.00
Total available cash and anticipated revenue	\$	108,639.00	\$	109,578.00

EXPENDITURES

Other Services & Charges	\$	108,639.00	\$	109,578.00
TOTAL EXPENDITURES	\$	108,639.00	\$	109,578.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	108,639.00	\$	109,578.00

SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	49,600.00	\$	45,000.00
Other Revenue	\$	9,000.00	\$	500.00
Camping Fees	\$	82,000.00	\$	85,000.00
Admission Fees/Day Use	\$	3,400.00	\$	4,000.00
Total available cash and anticipated revenue	\$	144,000.00	\$	134,500.00

EXPENDITURES

Personnel Services	\$	30,678.00	\$	36,723.00
Supplies	\$	36,850.00	\$	16,000.00
Other Services & Charges	\$	55,400.00	\$	54,700.00
Capital Outlay	\$	1,200.00	\$	17,200.00
TOTAL EXPENDITURES	\$	124,128.00	\$	124,623.00
YEAR END BALANCE	\$	19,872.00	\$	9,877.00
BALANCE	\$	144,000.00	\$	134,500.00

USDA-NRCS EMERGENCY WATERSHED: Fund 300**REVENUES**

Balance at beginning of year	\$	-	\$	178,387.00
Grant	\$	486,453.00	\$	486,453.00
JCBS Interlocal Funds	\$	192,537.00	\$	-
Total available cash and anticipated revenue	\$	678,990.00	\$	664,840.00

EXPENDITURES

Other Services & Charges	\$	678,990.00	\$	664,840.00
TOTAL EXPENDITURES	\$	678,990.00	\$	664,840.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	678,990.00	\$	664,840.00

ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	-	\$	-
Development Infrastructure Program Funds	\$	-	\$	350,000.00
CAP Loan Proceeds	\$	-	\$	736,500.00
Transfer from Enterprise Fund	\$	-	\$	36,000.00
Total available cash and anticipated revenue	\$	-	\$	1,122,500.00

EXPENDITURES

Other Services & Charges	\$	-	\$	152,500.00
Capital Outlay	\$	-	\$	970,000.00
TOTAL EXPENDITURES	\$	-	\$	1,122,500.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	1,122,500.00

BEMIS SEWER PROJECT: FUND 351**REVENUES**

Balance at beginning of year	\$	-	\$	-
CDBG Grant Funds	\$	-	\$	600,000.00
Transfer from Other Funds	\$	-	\$	600,000.00
Total available cash and anticipated revenue	\$	-	\$	1,200,000.00

EXPENDITURES

Other Services & Charges	\$	-	\$	112,400.00
Capital Outlay	\$	-	\$	1,087,600.00
TOTAL EXPENDITURES	\$	-	\$	1,200,000.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	1,200,000.00

WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	4,082,434.00	\$	3,713,534.00
Sewer Sales	\$	1,749,221.00	\$	1,935,704.00
Wastewater Treatment Collections	\$	2,185,740.00	\$	2,094,280.00
Capacity Fee	\$	-	\$	564,300.00
Service Connections	\$	75,000.00	\$	75,000.00
Inspection Fees	\$	500.00	\$	-
Miscellaneous	\$	561,000.00	\$	561,000.00
Transfer from Solid Waste Fund	\$	-	\$	-

Total Revenue from All Sources	\$	8,653,895.00	\$	8,943,818.00
Balance at Beginning of Year	\$	400,000.00	\$	1,400,000.00
Total available cash and anticipated revenue	\$	9,053,895.00	\$	10,343,818.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	-	\$	249,133.00
Supplies	\$	-	\$	15,000.00
Other Services & Charges	\$	2,621,143.00	\$	2,537,643.00
Capital Outlay	\$	-	\$	4,000.00
Total Water & Sewer	\$	2,621,143.00	\$	2,805,776.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	238,000.00	\$	315,000.00
Other Services & Charges	\$	2,556,216.00	\$	2,490,884.00
Capital Outlay	\$	200,000.00	\$	150,000.00
Total Water & Sewer	\$	2,994,216.00	\$	2,955,884.00

OTHER

Debt Service	\$	2,477,584.00	\$	2,476,684.00
Contingency Fund	\$	-	\$	200,000.00
Transfer to General Fund	\$	200,000.00	\$	500,000.00
Transfer to Fund 350	\$	-	\$	36,000.00
Total Other	\$	2,677,584.00	\$	3,212,684.00

TOTAL EXPENDITURES	\$	8,292,943.00	\$	8,974,344.00
YEAR END BALANCE	\$	760,952.00	\$	1,369,474.00
BALANCE	\$	9,053,895.00	\$	10,343,818.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	78,000.00	\$	21,000.00
Garbage Collection Fees	\$	1,260,000.00	\$	1,284,000.00
Total available cash and anticipated revenue	\$	1,338,000.00	\$	1,305,000.00

EXPENDITURES

Other Services and Charges	\$	1,010,000.00	\$	1,005,000.00
Transfer to General Fund	\$	316,500.00	\$	300,000.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,326,500.00	\$	1,305,000.00
YEAR END BALANCE	\$	11,500.00	\$	-
BALANCE	\$	1,338,000.00	\$	1,305,000.00

EPA BROWNFIELDS ASSESSMENT GRANT: FUND 409**REVENUES**

Balance at Beginning of Year	\$	(64,550.00)	\$	-
Grant	\$	288,249.85	\$	7,693.90
Total available cash and anticipated revenue	\$	223,699.85	\$	7,693.90

EXPENDITURES

Personnel Services	\$	20,045.00	\$	-
Supplies	\$	333.52	\$	-
Other Services & Charges	\$	203,321.33	\$	7,693.90

TOTAL EXPENDITURES	\$	223,699.85	\$	7,693.90
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	223,699.85	\$	7,693.90

MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	141,813.04	\$	55,131.74
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	141,813.04	\$	55,131.74

EXPENDITURES

Capital Outlay	\$	141,813.04	\$	55,131.74
TOTAL EXPENDITURES	\$	141,813.04	\$	55,131.74
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	141,813.04	\$	55,131.74

RESERVE FUND: 2012 GUD BOND REFINANCE: FUND 495**REVENUES**

Balance at Beginning of Year	\$	486,716.00	\$	486,716.00
Miscellaneous - Interest	\$	700.00	\$	1,000.00
Total available cash and anticipated revenue	\$	487,416.00	\$	487,716.00

EXPENDITURES

Other Services and Charges	\$	-	\$	-
TOTAL EXPENDITURES	\$	-	\$	-
YEAR END BALANCE	\$	487,416.00	\$	487,716.00
BALANCE	\$	487,416.00	\$	487,716.00

GUD BOND ESCROW FUND 602 - RESTRICTED DEBT SERVICE**REVENUES**

Cash at Beginning of Year	\$	823,458.00	\$	825,500.00
Miscellaneous - Interest	\$	1,000.00	\$	1,000.00
Transfers from Enterprise Fund	\$	1,398,200.00	\$	1,396,350.00
Total available cash and anticipated revenue	\$	2,222,658.00	\$	2,222,850.00

EXPENDITURES

Bonds Payable	\$	1,398,200.00	\$	1,396,350.00
TOTAL EXPENDITURES	\$	1,398,200.00	\$	1,396,350.00
YEAR END BALANCE	\$	824,458.00	\$	826,500.00
BALANCE	\$	2,222,658.00	\$	2,222,850.00

**NOTICE OF FAILURE TO FILE
FY 2017 Audited Financial Statements
City of Gautier, Mississippi (the “City”)**

NOTICE IS HEREBY PROVIDED that the City’s Audited Financial Statements and/or its unaudited financial information for Fiscal Year 2017 are unavailable for filing at this time. The financial statements will be filed upon availability thereof.

Pamela Wilder

From: Pamela Wilder
Sent: Monday, March 05, 2018 3:46 PM
To: Pamela Wilder
Subject: FY 2017 Appendix A Information - Gautier, MS Continuing Disclosure E-mailing:
Submission Preview Print

[Print](#)[Close](#)

Submission ID:ES866848
03/05/2018 16:45:27

CONTINUING DISCLOSURE (Submission Status: Published)

FINANCIAL/OPERATING FILING (CUSIP-9 Based)

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Appendix A Information - Gautier, MS Continuing Disclosure, for the year ended 09/30/2017

Documents

Financial Operating Filing [Options](#) ↓ ↑

↓ FY 2017 Appendix A Information - Gautier, MS Continuing Disclosure .pdf posted 03/05/2018 [Options](#) ↓ ↑

□
□ □

The following issuers are associated with this continuing disclosure submission:

CUSIP-6	State	Issuer Name
368069	MS	GAUTIER MISS
36806P	MS	GAUTIER MISS COMBINED UTIL SYS REV
60534T	MS	MISSISSIPPI DEV BK SPL OBLIG

The following 40 securities have been published with this continuing disclosure submission:

CUSIP-9	Maturity Date
368069AA8	08/01/2011
368069AB6	08/01/2012
368069AC4	08/01/2013
368069AD2	08/01/2014
368069AE0	08/01/2015
368069AF7	08/01/2016
368069AG5	08/01/2017
368069AH3	08/01/2018
368069AJ9	08/01/2019
368069AK6	08/01/2020
368069AL4	08/01/2021
368069AM2	08/01/2022
368069AN0	08/01/2023
368069AP5	08/01/2024
368069AQ3	08/01/2025
368069AR1	08/01/2026
368069AS9	08/01/2027
368069AT7	08/01/2028
368069AU4	08/01/2029
368069AV2	08/01/2030
36806PAA2	03/01/2013
36806PAB0	03/01/2014
36806PAC8	03/01/2015
36806PAD6	03/01/2016
36806PAE4	03/01/2017
36806PAF1	03/01/2018
36806PAG9	03/01/2019
60534TQZ1	07/01/2014
60534TRA5	07/01/2015
60534TRB3	07/01/2016
60534TRC1	07/01/2017
60534TRD9	07/01/2018
60534TRE7	07/01/2019
60534TRF4	07/01/2020
60534TRG2	07/01/2021
60534TRH0	07/01/2022
60534TRJ6	07/01/2023
60534TRK3	07/01/2026

60534TRL1	07/01/2029
60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335
Email: pamela.wilder@butlersnow.com

Pamela Wilder

From: Pamela Wilder
Sent: Monday, March 05, 2018 3:43 PM
To: Pamela Wilder
Subject: FY 2017 Appendix B System Information - Gautier, MS - Emailing: Submission Preview Print

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Submission ID:ES866845
03/05/2018 16:42:53

CONTINUING DISCLOSURE (Submission Status: Published)

FINANCIAL/OPERATING FILING (CUSIP-9 Based)

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Appendix B System Information - Gautier, MS, for the year ended 09/30/2017

Documents

Financial Operating Filing [Options](#) ↓ ↑

FY 2017 Appendix B System Information - Gautier, MS.pdf posted 03/05/2018 [Options](#) ↓ ↑

The following issuers are associated with this continuing disclosure submission:

CUSIP-6	State	Issuer Name
368069	MS	GAUTIER MISS
36806P	MS	GAUTIER MISS COMBINED UTIL SYS REV
60534T	MS	MISSISSIPPI DEV BK SPL OBLIG

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368069AC4	08/01/2013
368069AD2	08/01/2014
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368069AF7	08/01/2016
368069AG5	08/01/2017
368069AH3	08/01/2018
368069AJ9	08/01/2019
368069AK6	08/01/2020
368069AL4	08/01/2021
368069AM2	08/01/2022
368069AN0	08/01/2023
368069AP5	08/01/2024
368069AQ3	08/01/2025
368069AR1	08/01/2026
368069AS9	08/01/2027
368069AT7	08/01/2028
368069AU4	08/01/2029
368069AV2	08/01/2030
36806PAA2	03/01/2013
36806PAB0	03/01/2014
36806PAC8	03/01/2015
36806PAD6	03/01/2016
36806PAE4	03/01/2017
36806PAF1	03/01/2018
36806PAG9	03/01/2019
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60534TRA5	07/01/2015
60534TRB3	07/01/2016
60534TRC1	07/01/2017
60534TRD9	07/01/2018
60534TRE7	07/01/2019
60534TRF4	07/01/2020
60534TRG2	07/01/2021
60534TRH0	07/01/2022
60534TRJ6	07/01/2023
60534TRK3	07/01/2026

60534TRL1	07/01/2029
60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335
Email: pamela.wilder@butlersnow.com

Pamela Wilder

From: Pamela Wilder
Sent: Tuesday, March 13, 2018 3:52 PM
To: Pamela Wilder
Subject: FY 2018 Budget - City of Gautier, MS - Emailing: Submission Preview Print



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Submission ID:ES869677
03/13/2018 16:51:04

CONTINUING DISCLOSURE (Submission Status: Published)

FINANCIAL/OPERATING FILING (CUSIP-9 Based)

Voluntary Disclosure

Budget: FY 2018 Budget - City of Gautier, MS, for the year ended 09/30/2017

Documents

Financial Operating Filing [Options](#) ↓↑

FY 2018 Budget - City of Gautier, MS.pdf posted 03/13/2018 [Options](#) ↓↑

The following issuers are associated with this continuing disclosure submission:

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368069AG5	08/01/2017
368069AH3	08/01/2018
368069AJ9	08/01/2019
368069AK6	08/01/2020
368069AL4	08/01/2021
368069AM2	08/01/2022
368069AN0	08/01/2023
368069AP5	08/01/2024
368069AQ3	08/01/2025
368069AR1	08/01/2026
368069AS9	08/01/2027
368069AT7	08/01/2028
368069AU4	08/01/2029
368069AV2	08/01/2030
36806PAA2	03/01/2013
36806PAB0	03/01/2014
36806PAC8	03/01/2015
36806PAD6	03/01/2016
36806PAE4	03/01/2017
36806PAF1	03/01/2018
36806PAG9	03/01/2019
60534TQZ1	07/01/2014
60534TRA5	07/01/2015
60534TRB3	07/01/2016
60534TRC1	07/01/2017
60534TRD9	07/01/2018
60534TRE7	07/01/2019
60534TRF4	07/01/2020
60534TRG2	07/01/2021
60534TRH0	07/01/2022
60534TRJ6	07/01/2023
60534TRK3	07/01/2026

60534TRL1	07/01/2029
60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335
Email: pamela.wilder@butlersnow.com

Pamela Wilder

From: Pamela Wilder
Sent: Monday, March 05, 2018 5:39 PM
To: Pamela Wilder
Subject: Notice of Failure to File FY 2017 Audit or Unaudited Information - City of Gautier, MS



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Submission ID:ES866921
03/05/2018 18:38:07

CONTINUING DISCLOSURE (Submission Status: Published)

FINANCIAL/OPERATING FILING (CUSIP-9 Based)

Rule 15c2-12 Disclosure

Failure to Provide Annual Financial Information: Notice of Failure to File FY 2017 Audit or Unaudited Information - City of Gautier, MS, for the year ended 09/30/2017

Documents

Financial Operating Filing [Options](#) ↓↑

1 Notice of Failure to File FY 2017 Audit or Unaudited Information - City of Gautier, MS.pdf posted 03/05/2018 [Options](#) ↓↑

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368069AG5	08/01/2017
368069AH3	08/01/2018
368069AJ9	08/01/2019
368069AK6	08/01/2020
368069AL4	08/01/2021
368069AM2	08/01/2022
368069AN0	08/01/2023
368069AP5	08/01/2024
368069AQ3	08/01/2025
368069AR1	08/01/2026
368069AS9	08/01/2027
368069AT7	08/01/2028
368069AU4	08/01/2029
368069AV2	08/01/2030
36806PAA2	03/01/2013
36806PAB0	03/01/2014
36806PAC8	03/01/2015
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60534TRK3	07/01/2026

60534TRL1	07/01/2029
60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335
Email: pamela.wilder@butlersnow.com

Pamela Wilder

From: Pamela Wilder
Sent: Monday, September 25, 2017 3:18 PM
To: crussell@gautier-ms.gov; pyancey@gautier-ms.gov
Cc: Lindsey.Rea@raymondjames.com; Pamela Wilder
Subject: FY 2016 Audit Posted - City of Gautier, MS - Emailing: Submission Preview Print

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Submission ID:ER847742
09/25/2017 16:17:00

CONTINUING DISCLOSURE (Submission Status: Published)

FINANCIAL/OPERATING FILING (CUSIP-9 Based)

Rule 15c2-12 Disclosure

Audited Financial Statements or CAFR: FY 2016 Audited Financial Statements - City of Gautier, MS, for the year ended 09/30/2017

Documents

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↓ FY 2016 Audited Financial Statements - City of Gautier, MS.pdf posted 09/25/2017 [Options](#) ↓ ↑

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368069AF7	08/01/2016
368069AG5	08/01/2017
368069AH3	08/01/2018
368069AJ9	08/01/2019
368069AK6	08/01/2020
368069AL4	08/01/2021
368069AM2	08/01/2022
368069AN0	08/01/2023
368069AP5	08/01/2024
368069AQ3	08/01/2025
368069AR1	08/01/2026
368069AS9	08/01/2027
368069AT7	08/01/2028
368069AU4	08/01/2029
368069AV2	08/01/2030
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36806PAB0	03/01/2014
36806PAC8	03/01/2015
36806PAD6	03/01/2016
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60534TRD9	07/01/2018
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60534TRF4	07/01/2020
60534TRG2	07/01/2021
60534TRH0	07/01/2022
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60534TRK3	07/01/2026

60534TRL1	07/01/2029
60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP
Name: PAMELA WILDER
Address: P. O. BOX 6010
City, State Zip: RIDGELAND, MS 39158
Phone Number: 6019854335
Email: pamela.wilder@butlersnow.com

Pamela Wilder

From: Pamela Wilder
Sent: Friday, April 20, 2018 3:16 PM
To: Troy Johnston; Adam Parker
Cc: Pamela Wilder
Subject: FY 2017 Supplement to Appendix A Information - City of Gautier, MSEmailing: Submission Preview Print
Attachments: FY 2017 Supplement to Appendix A Information - City of Gautier, MS.pdf



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Submission ID:ES887819
04/20/2018 16:15:00

CONTINUING DISCLOSURE (Submission Status: Published)

FINANCIAL/OPERATING FILING (CUSIP-9 Based)

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Supplement to Appendix A Information - City of Gautier, MS, for the year ended 09/30/2017

Documents

Financial Operating Filing [Options](#) ↓↑

FY 2017 Supplement to Appendix A Information - City of Gautier, MS.pdf posted 04/20/2018 [Options](#) ↓↑

The following issuers are associated with this continuing disclosure submission:

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36806P	MS	GAUTIER MISS COMBINED UTIL SYS REV

60534T	MS	MISSISSIPPI DEV BK SPL OBLIG
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368069AG5	08/01/2017
368069AH3	08/01/2018
368069AJ9	08/01/2019
368069AK6	08/01/2020
368069AL4	08/01/2021
368069AM2	08/01/2022
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60534TRC1	07/01/2017
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60534TRE7	07/01/2019
60534TRF4	07/01/2020
60534TRG2	07/01/2021
60534TRH0	07/01/2022
60534TRJ6	07/01/2023

60534TRK3	07/01/2026
60534TRL1	07/01/2029
60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP

Name: PAMELA WILDER

Address: P. O. BOX 6010

City, State Zip: RIDGELAND, MS 39158

Phone Number: 6019854335

Email: pamela.wilder@butlersnow.com

© 2018 Municipal Securities Rulemaking Board (MSRB)

Pamela Wilder

From: Pamela Wilder
Sent: Friday, April 20, 2018 3:18 PM
To: Troy Johnston; Adam Parker
Cc: Pamela Wilder
Subject: FY 2017 Supplement to Appendix B Information - City of Gautier, MS - Emailing: Submission Preview Print
Attachments: FY 2017 Supplement to Appendix B - System Information - City of Gautier, MS.pdf

Troy & Adam – please disregard previous email – the Subject line was incorrect. Thanks!

From: Pamela Wilder
Sent: Friday, April 20, 2018 3:12 PM
To: Adam Parker; Troy Johnston
Cc: Pamela Wilder
Subject: FY 2017 Supplement to Appendix A Information - City of Gautier, MS - Emailing: Submission Preview Print



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Submission ID:ES887815
04/20/2018 16:11:37

CONTINUING DISCLOSURE (SUBMISSION STATUS: PUBLISHED)

FINANCIAL/OPERATING FILING (CUSIP-9 BASED)

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2017 Supplement to Appendix B Information - City of Gautier, MS, for the year ended 09/30/2017

Documents

Financial Operating Filing [Options](#) ↓↑

FY 2017 Supplement to Appendix B - System Information - City of Gautier, MS.pdf posted 04/20/2018 [Options](#) [View](#) ↓↑

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368069AQ3	08/01/2025
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60534TRM9	07/01/2033

Submitter's Contact Information

Company: Butler Snow LLP

Name: PAMELA WILDER

Address: P. O. BOX 6010

City, State Zip: RIDGELAND, MS 39158

Phone Number: 6019854335

Email: pamela.wilder@butlersnow.com

© 2018 Municipal Securities Rulemaking Board (MSRB)

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

ORDER NUMBER 130-2018

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for May 2018 is hereby received.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 17, 2018.

MAY 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,809,869.62
MS Development Loan Katrina	Depository Account	007-000-001	(\$324.80)
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	\$13,631.67
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	(\$27,915.12)
MDAH School House Grant	Depository Account	030-000-001	\$1,508.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	(\$43,611.70)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$495,324.22
Fire Protection Fund	Depository Account	160-000-001	\$171,132.27
Tidelands Grant	Depository Account	171-000-001	(\$1,010.72)
Library Support Fund	Depository Account	172-000-001	\$3,292.08
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$44,415.54
USDA NRCS EWP Program	Depository Account	300-000-001	\$120,437.00
Solid Waste Fund	Depository Account	404-000-001	\$82,215.26
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$3,770,976.39
General Depository Reconciled Cash Balance			\$3,770,165.93

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account-Hancock	350-000-002	
Bemis Sewer Project	Enterprise Account-Hancock	351-000-002	(\$3,500.00)
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	\$2,457,692.09
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$57,127.52
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
General Ledger Cash Balance			\$2,511,319.61
Enterprise Reconciled Cash Balance			\$2,507,316.85

**MAY 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2018	MAY 2018	Balance	66.66% % to date
General Fund Revenues	9,505,817.00	7,179,110.22	2,326,706.78	75.5%
Expenditures:				
001 Legislative	129,212.00	83,652.99	45,559.01	64.7%
010 City Court	323,366.00	205,434.84	117,931.16	63.5%
021 City Manager	261,856.00	165,895.63	95,960.37	63.3%
022 Human Resources	141,050.00	97,458.48	43,591.52	69.0%
040 City Clerk	272,355.00	171,845.42	100,509.58	63.0%
045 Finance	185,611.00	123,242.04	62,368.96	66.3%
060 City Attorney	105,000.00	66,120.14	38,879.86	62.9%
090 Economic Dev - Planning	313,473.00	204,620.42	108,852.58	65.2%
092 Building & General Expenses	524,700.00	383,799.05	140,900.95	73.1%
094 Grants & Project Admin	137,127.00	91,485.29	45,641.71	66.7%
100 Police	3,161,397.00	2,034,771.96	1,126,625.04	64.3%
161 Fire	2,382,157.00	1,623,053.95	759,103.05	68.1%
170 Recreation	488,360.00	288,339.76	200,020.24	59.0%
201 PW: Streets	265,000.00	99,152.33	165,847.67	37.4%
205 PW: Maintenance	234,530.00	153,362.92	81,167.08	65.3%
900 Interfund Transfers	1,055,982.00	523,557.09	532,424.91	49.5%
General Fund Expenditures	9,981,176.00	6,315,792.31	3,665,383.69	63.2%
<i>Total Operating Expenditures</i>	8,736,952.00	5,763,767.20	2,973,184.80	
<i>Total Capital Outlay Expenditures</i>	124,266.00	28,468.02	95,797.98	
<i>Total Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Total Transfers Out</i>	1,055,982.00	523,557.09	532,424.91	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,981,176.00	6,315,792.31	3,665,383.69	
<i>Personnel</i>	6,777,455.00	4,629,986.16	2,147,468.84	
<i>Supplies</i>	487,231.00	254,266.14	232,964.86	
<i>Other Services</i>	1,472,266.00	879,514.90	592,751.10	
<i>Capital Outlay</i>	124,266.00	28,468.02	95,797.98	
<i>Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Interfund Transfers for DS</i>	1,055,982.00	523,557.09	532,424.91	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	9,981,176.00	6,315,792.31	3,665,383.69	

**MAY 2018
YEAR TO DATE TOTALS**

General Depository Special Funds	BUDGET FY 2018	As of MAY 2018	Balance	66.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	268,713.75	10,515.25	96.2%
Expenditures	279,229.00	269,313.75	9,915.25	96.4%
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	14,434.00	14,433.34	0.66	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
029 MDOT Safe Routes to School				
Revenues	59,938.88	0.00	59,938.88	
Expenditures	23,380.33	268.09	23,112.24	1.1%
030 MDAH 2014 Community Heritage				
Revenues				
050 MDMR City Park Boat Launch Imps				
Revenues	269,128.00	239,641.26	29,486.74	89.0%
Expenditures	178,291.47	192,416.43	(14,124.96)	107.9%
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,114,562.21	443,419.74	3,671,142.47	10.7%
Expenditures	4,401,062.21	243,243.33	4,157,818.88	5.5%
157 US Justice Equitable Sharing				
Revenues	0.00	232,418.20	(232,418.20)	
Expenditures	50,000.00	156,633.82	(106,633.82)	313.2%
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	106,441.01	89,194.84	54.4%
171 Combined Tidelands Grant				
Revenues	713,797.29	179,840.73	533,956.56	25.1%
Expenditures	632,264.74	131,408.16	500,856.58	20.7%
172 Library Support Fund				
Revenues	109,578.00	96,897.78	12,680.22	88.4%
Expenditures	109,578.00	93,605.70	15,972.30	85.4%

**MAY 2018
YEAR TO DATE TOTALS**

<i>General Depository Special Funds</i>	BUDGET FY 2017	As of MAY 2018	Balance	66.66% % to date
176 Shepard State Park				
Revenues	99,500.00	74,478.00	25,022.00	74.8%
Expenditures	134,623.00	82,108.38	52,514.62	60.9%
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	57,950.00	606,890.00	8.7%
350 Elevated Water Tank				
Revenues	1,122,500.00	36,000.00	1,086,500.00	3.2%
Expenditures	1,122,500.00	39,500.00	1,083,000.00	3.5%
351 Bemis Sewer Project				
Revenues	1,200,000.00	0.00	1,200,000.00	
Expenditures	1,200,000.00	0.00	1,200,000.00	
352 2018 Bond General Construction/Admin				
Revenues	0.00	80,017.75	(80,017.75)	
Expenditures	0.00	0.00	0.00	
404 Solid Waste Fund				
Revenues	1,220,605.00	822,010.52	398,594.48	67.3%
Expenditures	1,241,605.00	764,733.11	476,871.89	61.5%
409 EPA: Brownfields Assessment				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	

**MAY 2018
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2018	MAY 2018	Balance	66.66% % to date
Utility Fund Revenues	8,959,318.00	6,107,150.63	2,852,167.37	68.1%
Administration	2,856,276.00	1,903,035.44	953,240.56	66.6%
Water & Sewer O & M	2,920,884.00	1,750,889.65	1,169,994.35	59.9%
Debt Service	2,476,684.00	1,630,769.44	845,914.56	65.8%
Transfers	536,000.00	286,000.00	250,000.00	53.3%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,989,844.00	5,570,694.53	3,419,149.47	61.9%
<i>Total Operating Expenditures</i>	<i>5,658,160.00</i>	<i>3,623,516.62</i>	<i>2,034,643.38</i>	
<i>Total Capital Outlay Expenditures</i>	<i>119,000.00</i>	<i>30,408.47</i>	<i>88,591.53</i>	
<i>Total Debt Service</i>	<i>2,476,684.00</i>	<i>1,630,769.44</i>	<i>845,914.56</i>	
<i>Total Interfund Transfers</i>	<i>536,000.00</i>	<i>286,000.00</i>	<i>250,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>8,989,844.00</i>	<i>5,570,694.53</i>	<i>3,419,149.47</i>	
 <i>Personnel</i>	 <i>221,133.00</i>	 <i>148,064.30</i>	 <i>73,068.70</i>	
<i>Supplies</i>	<i>330,000.00</i>	<i>145,535.99</i>	<i>184,464.01</i>	
<i>Other Services</i>	<i>5,107,027.00</i>	<i>3,329,916.33</i>	<i>1,777,110.67</i>	
<i>Capital Outlay</i>	<i>119,000.00</i>	<i>30,408.47</i>	<i>88,591.53</i>	
<i>Debt Service</i>	<i>2,476,684.00</i>	<i>1,630,769.44</i>	<i>845,914.56</i>	
<i>Interfund Transfers</i>	<i>536,000.00</i>	<i>286,000.00</i>	<i>250,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>8,989,844.00</i>	<i>5,570,694.53</i>	<i>3,419,149.47</i>	

Enterprise Special Funds

	BUDGET FY 2018	MAY 2018	Balance	66.66%
421 MSB - Water Ionization Project				
Capital Outlay	55,131.74	3,704.22	51,427.52	6.7%

	BUDGET FY 2018	MAY 2018	Balance	66.66%
602 DS FUND: 2012 BOND REFINANCE				
Revenue	1,397,350.00	933,030.65	464,319.35	66.7%
Bonds Payable	1,396,350.00	1,382,450.00	13,900.00	99.0%

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

ORDER NUMBER 131-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held June 19, 2018 are hereby approved.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

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

ORDER NUMBER 132-2018

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for May & June 2018 is hereby received.

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

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

AYES: **Phil Torjusen**
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson

NAYS: **None**

ABSENT: **Mary Martin**
 Adam Colledge

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

		City of Gautier		
		Business Registry		
		May 2018		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1367	2019-05-0005882	Gautier Little Ceasers	\$60.00	Current
498	2019-05-0005883	Mary Walker Marina	\$35.00	Current
1481	2019-05-0005884	Extreme Auto	\$20.00	New
433	2019-05-0005885	Tucei's	\$35.00	Delinquent
484	2019-05-0005886	Auto Air of Gautier	\$20.00	Current
397	2018-04-0005887	Dr. Edward R. Cohen	\$30.00	Delinquent
843	2019-05-0005888	All Washed Up	\$20.00	Current
506	2019-05-0005889	Economy Boots	\$20.00	Current
979	2019-05-0005890	D&S Marine	\$49.00	Delinquent
1074	2019-05-0005891	Shay Collins	\$30.00	Current
1188	2018-11-0005892	Gautier Senior Care Center	\$23.00	Delinquent
1425	2019-04-0005894	Domino's Pizza	\$30.00	Delinquent
220	2019-05-0005895	Noble Realty	\$20.00	Current
481	2019-05-0005896	Shell Landing Golf Club	\$45.00	Current
1411	2019-03-0005897	Tenesha & Company	\$22.20	Delinquent
1478	2019-04-0005898	Dollar General #18932	\$97.50	New
1148	2019-05-0005899	RedBox Automated Retail	\$45.00	Current
496	2019-05-0005900	Family Dollar	\$97.50	Current
1368	2019-05-0005901	Brock Services, LLC	\$20.00	Current
1482	2019-05-0005902	T&T Rents, LLC	\$20.00	New
760	2019-05-0005903	Tobey L. Bartee	\$20.00	Current
1429	2019-05-0005904	Big Dog Liquor Store	\$20.00	Current
841	2019-05-0005905	Trinity House	\$20.00	Current
1483	2019-05-0005906	Guardian Halo Health Care, LLC	\$20.00	New
913	2019-05-0005907	Volunteer In Medicine Gautier	\$20.00	Current
494	2019-05-0005908	Chuck Stevens Automotive	\$96.00	Current
1484	2019-05-0005809	Greater Home & Auto Insurance	\$20.00	New
1269	2019-06-0005910	McCabe Orthodontics, PLLC	\$30.00	Current

1319	2019-05-0005911	Southern Hands Catering	\$20.00	Current
		Total:	\$1,005.20	
		New Business	5	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	0	
		Delinquent Renewals Issued	6	

City of Gautier

Business Registry

June 2018

<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
601	2019-05-0005912	A&V Cleaning	\$20.00	Delinquent
1046	2019-01-0005913	Kuttin' Up	\$22.80	Delinquent
501	2019-05-0005914	Larry Bell Quality Food Service	\$22.00	Delinquent
995	2019-06-0005915	Hickory Hills Pottery	\$20.00	Current
479	2019-05-0005916	River Chase Village	\$165.00	Delinquent
504	2019-05-0005917	Eco- Tours of South Mississippi	\$20.00	Delinquent
777	2019-06-0005918	Larry's Pool & Handyman Service	\$20.00	Current
413	2019-04-0005919	Magnolia State Construction Inc	\$22.20	Delinquent
1418	2019-04-0005920	Southern Signs	\$22.20	Delinquent
634	2019-06-0005921	Robinson Realty, LLC	\$20.00	Current
453	2019-02-0005922	Southern Cuts and Styles	\$22.60	Delinquent
1364	2019-04-0005923	Amedisys Home Health Inc	\$36.63	Delinquent
605	2019-06-0005924	Audio Wave	\$20.00	Current
1485	2019-06-0005925	Martin's Tire	\$20.00	New
536	2019-06-0005926	Lowe's	\$1,840.00	Current
1486	2019-06-0005927	491 Dolphin Gautier Holdings, LL	\$30.00	New
789	2019-06-0005928	Quality Aero, Inc.	\$20.00	Current
1325	2019-06-0005929	CVS Pharmacy	\$250.00	Current
1487	2019-06-0005930	Quality Home Repair By Lee	\$20.00	New
607	2019-06-0005931	Cash Now # 208	\$20.00	Current
1260	2019-04-0005932	Certificataion Services Inc	\$22.20	Delinquent
1354	2019-02-0005933	Possom Palaces LLC	\$22.60	Delinquent
618	2019-06-0005934	Handy Lock Self Storage	\$20.00	Current
622	2019-06-0005935	Handy Lock LLC	\$20.00	Current
612	2019-06-0005936	D&D Consulting	\$20.00	Current
267	2019-06-0005937	American Lube Fast	\$30.00	Current
769	2019-06-0005938	Delta Sanitaiton LLC	\$150.00	Current
379	2019-05-0005941	Bunny Bread Warehouse	\$20.00	Delinquent

1488	2019-06-0005942	Studio 613 Tattoo and Piercing	\$20.00	New
620	2019-06-0005943	Dirt Cheap LLC	\$50.00	Current
616	2019-06-0005944	Gautier Family Dentistry	\$30.00	Current
626	2019-06-0005945	Andersen- Wells LLC	\$20.00	Current
985	2019-06-0005946	Vivint, Inc	\$30.00	Current
615	2019-06-0005947	G&S Construction Co.	\$20.00	Current
1438	2019-07-0005948	El Tapatio Mexican Restaurant	\$45.00	Current
1152	2019-06-0005949	R&R Lawn Care	\$20.00	Current
623	2019-06-0005950	Joseph's Contracting LLC	\$20.00	Current
		Total:	\$3,173.23	
		New Business	4	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	0	
		Delinquent Renewals Issued		

Councilman Vaughan made the motion to approve the Consideration of Revisions to policy for adjustments on water and sewer charges, as presented. **Councilman Jackson** seconded the motion. Vote was carried unanimously. Absent were Councilwoman Martin and Councilman Colledge.

POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES

Pursuant to Mississippi Law, whether a municipality may reduce a utility bill of a customer depends upon the facts and circumstances of each case. Also, by law, the City Council must ultimately approve all such adjustment requests.

LEAK ADJUSTMENTS

If a leak occurs in a portion of the City owned and maintained water system, the Customer will not have to pay for either the water usage or sewer treatment attributable to the leak.

If a leak occurs in a portion of the Customer owned and maintained water system, the Customer will have to pay for the increased water usage. However, in such an instance, the Customer may seek an adjustment from the City Manager relating to the sewer charge for any water that was not routed through the City sewer system. Any adjustment for leaks of sewer usage shall be based on the previous (3) months average.

METER MALFUNCTIONS

If the City water meter malfunctions and results in a reading of increased usage, the Customer will not be required to pay either the water service charge or the sewer charge for any usage in excess of the previous six (6) month average.

POOL AND IRRIGATION OPTIONS

The City offers an irrigation meter (water charge only) for outdoor use. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through the meter.

The City offers a fire hydrant meter for in ground pool filling. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through this meter. When an above ground pool is filled, the Customer may seek an adjustment from the City Manager relating to the sewer charge for any water that was not routed through the City sewer system. Proper and sufficient proof that such an adjustment is warranted must be submitted to the City Manager prior to issuance of such an adjustment.

TAMPERING AND VANDALISM

In cases of a significant increase in usage caused by tampering, vandalism or unforeseen abnormalities, which can be documented to the City's satisfaction, that portion of the bill for water and sewer in excess of the prior six (6) month average may be forgiven at the discretion of the City Manager.

PAYMENT PLANS

Any abnormally high monthly billing may be satisfied through a payment plan, which shall not exceed a twelve (12) month period, and may only be approved by the City Manager.

THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME BY ORDER OF THE CITY COUNCIL

Councilman Vaughan made the motion to declare an emergency related to Solid Waste Disposal within the City in order to preserve order, public health, and safety; and to authorize the City Manager to extend the Solid Waste Contract with Waste Pro for 30 days, if necessary, based on that emergency. **Councilman Anderson** seconded the motion. Vote was carried unanimously. Absent were Councilwoman Martin and Councilman Colledge.

Councilman Vaughan made the motion to go into closed session to determine whether to go into Executive Session. **Councilman Jackson** seconded the motion. Vote was carried unanimously. Absent with Councilwoman Martin and Councilman Colledge.

Councilman Vaughan made the motion to go into Executive Session to discuss potential litigation brought by Christopher Crawford. **Councilman George** seconded the motion. Vote was carried unanimously. Councilman Anderson was not present during the vote to enter Executive Session, he returned at 7:09 p.m. Absent were Councilwoman Martin and Councilman Colledge.

Councilman Vaughan made the motion to authorize the City Attorney to investigate and consult city staff and former city employees to determine whether the City has a prescriptive easement located on the property owned by Christopher W. Crawford, also known as, William Tye Crawford. **Councilman Anderson** seconded the motion. Vote was carried unanimously. Absent were Councilwoman Martin and Councilman Colledge.

Councilman Vaughan made the motion to re-enter open session. **Councilman George** seconded the motion. Vote was carried unanimously. Absent were Councilwoman Martin and Councilman Colledge.

City Attorney announced action taken during Executive Session.

Councilman Vaughan made the motion to adjourn until August 7, 2018 at 6:30PM. Motion seconded by **Councilman Jackson** and unanimously carried. Absent were Councilwoman Martin and Councilman Colledge.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2018.

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

Council Meeting:
Title:

August 7, 2018
**Authorization for Change Order #1 for the NRCS
Emergency Watershed Protection Program
Drainage Project.**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization for Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project.

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	☐
☐		☐		☐		☐		☐	

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:

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

ORDER NUMBER 000-2018

WHEREAS, The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters; and

WHEREAS, 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; and

WHEREAS, the City was notified 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; and

WHEREAS, based on the funds available, additional drainage work is possible, and can be accomplished through a change order; and

WHEREAS, this additional work is necessary to further improve drainage in the affected areas; and

WHEREAS, the change order will add 19 days for J.E. Talley Construction to complete the work; and

WHEREAS, the change order will add 866 linear feet of debris and sediment removal at the existing unit price, for an increase of \$16,627.20; and

WHEREAS, the change order will include the digging of 4 tail ditches at a cost of \$4,800.00; and

WHEREAS, the total contract increase will result in a new contract amount of \$256,684.80, and a new substantial completion date of August 24, 2018; and

WHEREAS, it is in the best interest of the City of Gautier to approve the change order; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project is hereby approved;

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/31/2018
Subject: NRCS Emergency Watershed Protection Program Drainage Project — Change Order #1

REQUEST:

The Grants and Projects Department requests City Council approval of Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City 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.

DISCUSSION:

This Change Order would add \$21,427.20 and 19 days to J.E. Talley Construction's contract. This additional work includes additional debris and sediment removal in the Hickory Hill area and four tail ditches in the Oxford Drive alignment. This work is necessary to further improve drainage in these areas.

If this Change Order is approved, the new contract amount will total \$256,684.80 and the new date of substantial completion will be Aug. 24, 2018.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project.

The City Council may:

- 1) Approve Change Order #1 for a time extension as presented; or
- 2) Not approve Change Order #1 for a time extension as presented.

ATTACHMENTS:

1. 1. Engineer's Letter and Change Order #1



July 31, 2018

Paula Yancey
City Manager
City of Gautier
3330 US Highway 90
Gautier, MS 39553

RE: NRCS Debris Removal, City of Gautier, Grant No. 68-4423-17-222
Change Order No.1 to Contract with J.E. Talley Construction, Inc.

Dear Ms. Yancey,

Enclosed, please find Change Order Number 1 for this project for your review and presentation to the City Council for approval. This Change Order comes at the request of the City for the Contractor to perform additional debris and sediment removal in the Hickory Hills area and to also add four tail ditches to the Oxford Drive area alignment. I find that the Contractor's proposed pricing for the additional work is fair given the labor and time involved in order to complete the additional work. This Change Order will increase the contract amount by \$21,427.20 and will also increase the contract time by 19 days.

With that said, I recommend that the City Council approve this Change Order Number 1 to the Contract with J.E. Talley Construction, Inc. Please do not hesitate to contact me should you have any questions.

Respectfully,
SEYMOUR ENGINEERING

A handwritten signature in blue ink, appearing to read 'Durlon Reed Bryant', is written over the printed name.

Durlon Reed Bryant, P.E.
Project Engineer

Enclosures: Change Order Number 1 (two original copies)

Change Order

OWNER:

The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 001

DATE: July 31, 2018

CONTRACTOR:

J.E. Talley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

ENGINEER: Seymour Engineering, PLLC

PROJECT TITLE: NRCS Debris and
Sediment Removal, Gr. No. 68-4423-17-222

SUMMARY:

This Change Order serves to increase the contract amount by \$21,427.20 and the contract time by 19 days for additional work requested by the City. This work includes adding 866 LF of debris and sediment removal in Area 1 per the existing Bid Schedule and the addition of digging four (4) tail ditches in Area 4, which will be a new Bid Item. This additional work is referenced on the drawings included with this Change Order (this includes Sheets C2.1, C7.1, & C8.1).

THE CONTRACT IS CHANGED AS FOLLOWS:**Provide new Contractor Unit Quantities for the Original Bid Item:** (as included below)

These quantities are added to the existing bid schedule:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	DEBRIS AND SEDIMENT REMOVAL (ALL AREAS)	866	LF	\$ 19.20	\$16,627.20
TOTAL					<u>\$ 16,627.20</u>

Incorporate New Bid Item and Quantities into the Bid Schedule: (as included below)

This bid item and quantities are added to the bid schedule:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2	TAIL DITCH (LENGTH VARIES)(AREA 4)	4	EA	\$ 1,200.00	\$ 4,800.00
TOTAL					<u>\$ 4,800.00</u>

TOTAL THIS CHANGE ORDER

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	\$ 235,257.60
Net change by previously authorized Change Orders	\$ 0
The Contract Sum prior to this Change Order was	\$ 235,257.60
The Contract Sum will now Change (+)	\$ 21,427.20
The new Contract Sum including this Change Order will be	\$ 256,684.80

The original Contract Time	90 Days
Net change by previously authorized Change Orders	0 Days
The Date of Substantial Completion prior to this Change Order	August 5, 2018
The contract time will now Change (+)	19 Days
The new Date of Substantial Completion including this Change will be	August 24, 2018

CONTRACTOR

By: _____
Date: _____

ENGINEER

By: _____
Date: _____

OWNER

By: _____
Date: _____

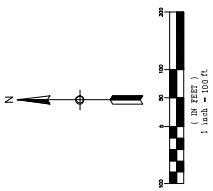
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Checked	
Approved	
Scale	1" = 100'
Date	10/12/2016

Sheet Title
 AREA #1 - ALIGNMENTS A.1 & A.2
 AND SEDIMENT REMOVAL

Project Name
 NATURAL RESOURCES CONSERVATION SERVICE
 DEBRIS AND SEDIMENT REMOVAL
 CITY OF GAUTIER, MISSISSIPPI

SEYMOUR ENGINEERING
 PHONE: 228-365-2350
 925 TOWN MONRO DRIVE, SUITE 0
 BLOOM, MISSISSIPPI 39002
 FAX: 228-365-2353

Sheet
 C2.1
 Project No.
 17-0566-02



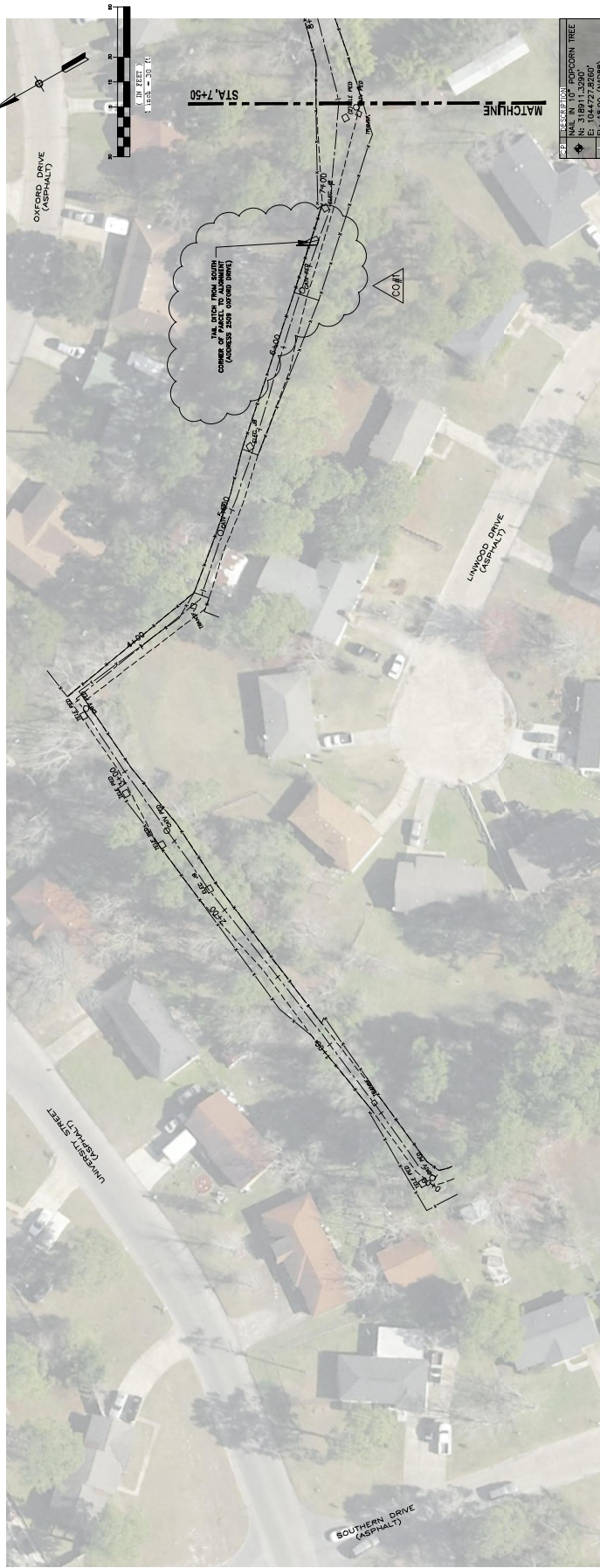
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Project No.	17-556-02
Client	CITY OF GAUTHER, MISSISSIPPI
Project Name	NATURAL RESOURCES CONSERVATION SERVICE DEBRIS AND SEDIMENT REMOVAL
Area #	4 - TAIL DITCHES
Stationing	STA. 0+00 - STA. 7+50
Drawn	1/20/20
Checked	1/20/20
Approved	1/20/20
Scale	1"=30' Horiz. 1"=3' Vert.

Project Name
NATURAL RESOURCES CONSERVATION SERVICE
DEBRIS AND SEDIMENT REMOVAL
CITY OF GAUTHER, MISSISSIPPI

Sheet Title
AREA #4 - TAIL DITCHES
STA. 0+00 - STA. 7+50

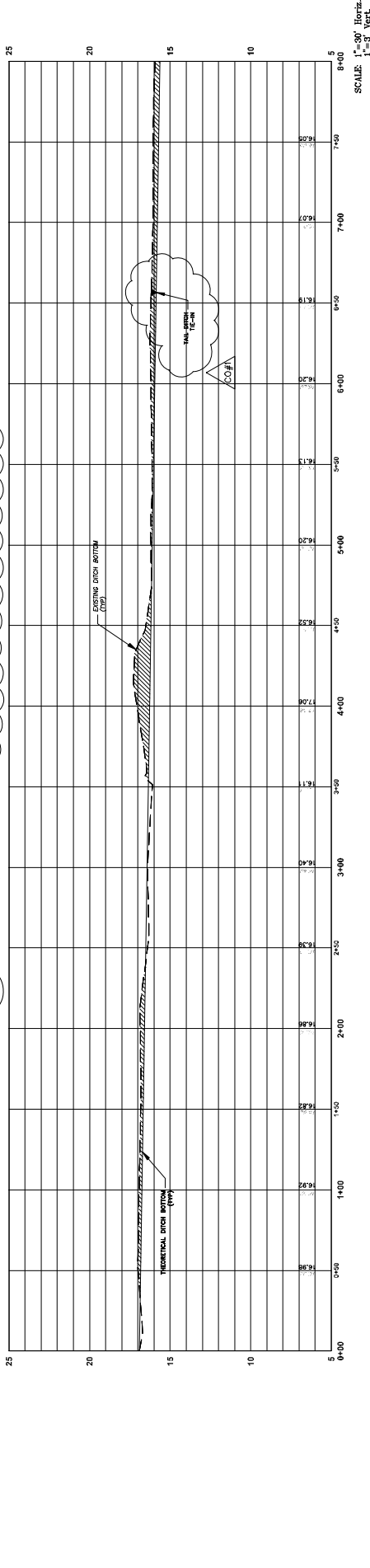
SEYMOUR ENGINEERING
PHONE: 228-365-2350
925 TOMMY MUNRO DRIVE, SUITE 0
BLOOM, MISSISSIPPI 39032
FAX: 228-365-2353

Sheet
C7.1



PLAN VIEW
SEDIMENT REMOVAL AS REQUIRED IN ORIGINAL SCOPE (TYPICAL)

NOTE:
1. TAIL DITCHES ARE TO CEASE AT PROPERTY LINE UNLESS PERMISSION IS GIVEN BY PROPERTY OWNER TO CONTINUE INTO PROPERTY.
2. TAIL DITCH LOCATIONS ON PLAN ARE FOR INFORMATION PURPOSES ONLY. ACTUAL TAIL DITCH LOCATION MAY BE ADJUSTED ACCORDINGLY TO FIELD CONDITIONS.
3. TAIL DITCHES FROM PROPERTY TO BE TIED IN TO THEORETICAL DITCH BOTTOM WHERE SEDIMENT IS REMOVED.



PROFILE VIEW
SCALE: 1"=30' Horiz.
1"=3' Vert.

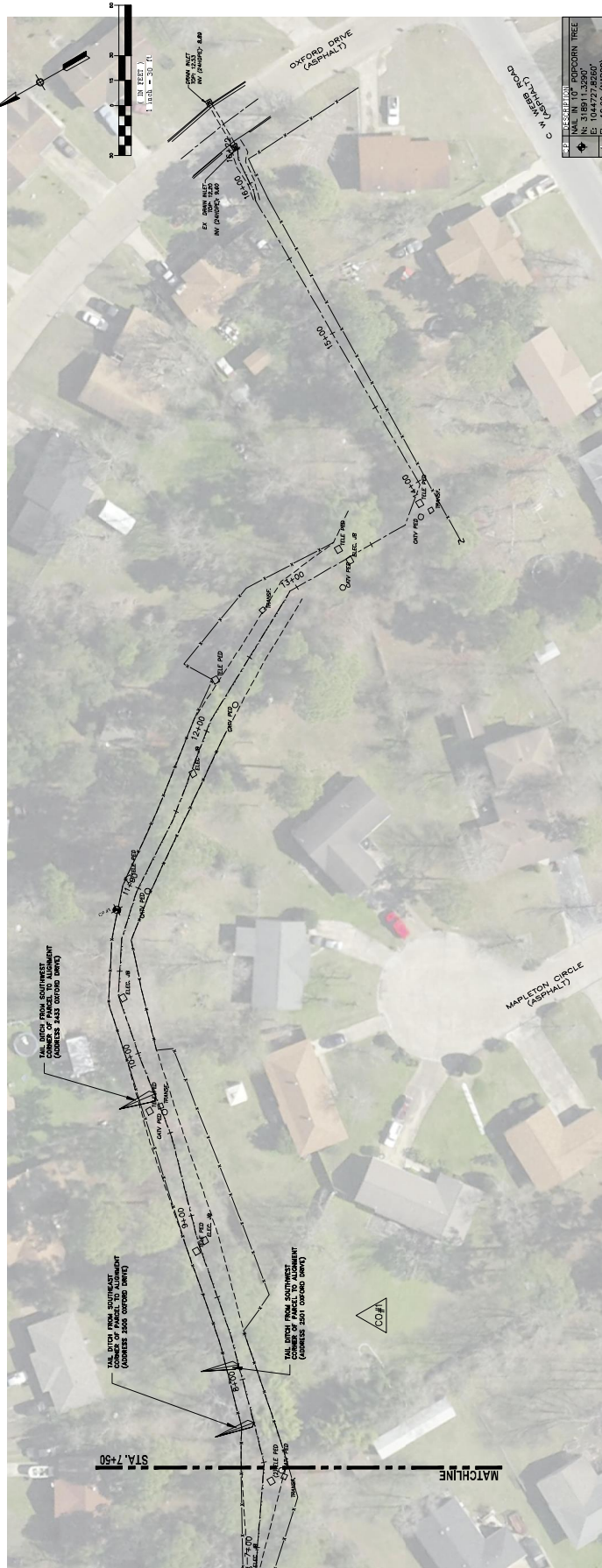
Drawn	Checked	Approved	Date
			11/24/2017
Scale	1" = 30'		
North Arrow			

AREA #4 - TAIL DITCHES
PLAN AND PROFILE
STA. 7+50 - STA. 13+76

Project Name
NATURAL RESOURCES CONSERVATION SERVICE
CITY OF GAUTIER, MISSISSIPPI
DEBRIS AND SEDIMENT REMOVAL

SEYMOUR ENGINEERING
PHONE: 228-365-2350
925 TOWN OF MUNRO DRIVE, SUITE 0
BLOK, MISSISSIPPI 39532
FAX: 228-365-2353

Sheet
C8.1
Project No.
17-546.02

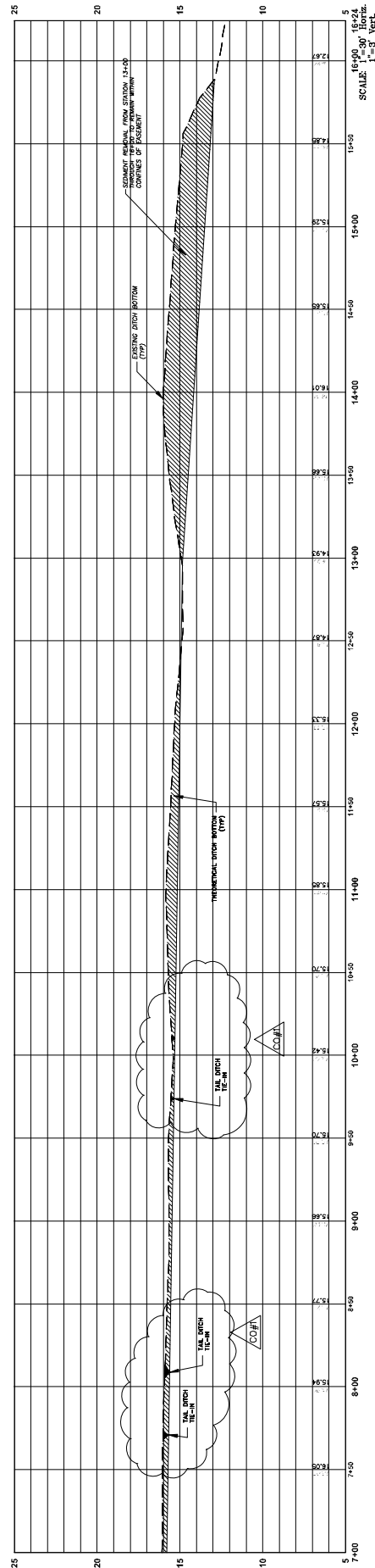


PLAN VIEW

SEDIMENT REMOVAL AS REQUIRED IN ORIGINAL SCOPE
(THP&C)

NOTE:
1. TAIL DITCHES ARE TO CEASE AT PROPERTY LINE UNLESS PERMISSION IS GIVEN BY PROPERTY OWNER TO CONTINUE INTO PROPERTY.
2. TAIL DITCH LOCATIONS ON PLAN ARE FOR INFORMATION PURPOSES ONLY. ACTUAL TAIL DITCH LOCATION MAY BE ADJUSTED ACCORDINGLY TO FIELD CONDITIONS.
3. TAIL DITCHES FROM PROPERTY TO BE TIED IN TO THEORETICAL DITCH BOTTOM WHERE SEDIMENT IS REMOVED.

PROFILE VIEW



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

Council Meeting:
Title:

August 7, 2018
Approval of the professional services agreement with Seymour Engineering for engineering services associated with the City Park Fitness Trail

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Approval of the professional services agreement with Seymour Engineering for engineering services associated with the City Park Fitness Trail in an amount not to exceed \$7,200.

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 000-2018

WHEREAS, the City desires to construct an 8-foot-wide asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities; and

WHEREAS, this project is funded entirely through a Tidelands grant; and

WHEREAS, completion of this project requires surveying, engineering plans and specifications, and construction phase services (bidding and construction administration); and

WHEREAS, Seymour Engineering has proposed to provide surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail pursuant to the attached agreement; and

WHEREAS, the City Council finds this work is necessary, and that entering this professional services agreement with Seymour Engineering in an amount not to exceed \$7,200 is in the best interest of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Seymour Engineering is hereby approved.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/31/2018
Subject: City Park Fitness Trail – Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the City Park Fitness Trail in an amount not to exceed \$7,200.

BACKGROUND:

The purpose of the Tidelands fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.

DISCUSSION:

This project includes an 8-foot-wide asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities.

Seymour will provide surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail. This project is funded entirely through a Tidelands grant.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the City Park Fitness Trail in an amount not to exceed \$7,200.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the City Park Fitness Trail project as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the City Park Fitness Trail project as presented.

ATTACHMENTS:

1. Proposed Contract for City Park Fitness Trail

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2018, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct a Recreational Trail at City Park in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of a the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

- 5.1 This Agreement is subject to the following special provisions.
 - 5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
 - 5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.
 - 5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
 - 5.2.3 Exhibit C Payments to Engineer, consisting of 3 pages.
- 5.3 This Agreement (consisting of pages 1 to 15, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 US-90
GAUTIER, MS 39553**

DATE:

ENGINEER:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

DATE:

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, **2018**, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 9. Reports
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- C. LIMITATIONS OF AUTHORITY - Resident Project Representative:
 - 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
 - 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
 - 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize OWNER to occupy the Project in whole or in part.
 - 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.



**EXHIBIT C
PAYMENTS TO ENGINEER**

**PROPOSAL FOR
ENGINEERING SERVICES
CITY PARK RECREATIONAL TRAIL
CITY OF GAUTIER**

I. SURVEYING

A. Topographic Survey

Conduct a topographic survey of the project area including pertinent trees, property elevations, and all existing conditions.

II. ENGINEERING PLANS AND SPECIFICATIONS

A. Work with the Owner in developing final plans and specifications for the Civil Engineering Package. Plans will include the following:

ENGINEERING CONSTRUCTION DOCUMENTS

1. Title Sheet
2. Topographic Survey
3. Site Plan
4. Construction Details
5. Stormwater Pollution Prevention Plan

SPECIFICATIONS

6. Contract Documents
7. Technical Specifications

III. CONSTRUCTION PHASE

A. BIDDING PHASE

ENGINEER shall:

Assist OWNER in advertising for and obtaining bids with a prime contractor for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued.

Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

Assist OWNER in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services.

B. CONSTRUCTION ADMINISTRATION

General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative.

Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

Payment Requests. Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values.

C. RESIDENT PROJECT REPRESENTATIVE

Work with the Owner throughout the construction period relating to supervision of the site Contractor.

Periodic site visits (approximately 2 per week) at intervals appropriate to the various stages of construction as necessary in order to observe the progress and quality of the various aspects of Contractor's work.

Defective Work. During periodic site visits and on the basis of such observations, the Resident Project Representative may disapprove of or reject Contractor's work while it is in progress if the Resident Project Representative believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

TOTAL COST: LUMP SUM \$7,200.00

We appreciate the opportunity to provide you with this proposal and look forward to working with you. If you find this proposal acceptable, please sign the signature block below and return this form.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

SEYMOUR ENGINEERING

BY _____
Mark M. Seymour, Jr. P.E.
Principal

BY: _____
Paula Yancey, City Manager
City of Gautier

ACCEPTED: _____, 2018

**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

**August 7, 2018
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **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 000-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	182505	08/07/2018	07/16/2018			98.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2018 SUBSTN: #107718827		07012018	07/08/2018			98.56
001	CABLE ONE INC	182506	08/07/2018	07/16/2018			65.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL CABLE BOX: #118476316		07012018	07/08/2018			65.19
001	CABLE ONE INC	182507	08/07/2018	07/16/2018			213.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2018: #107718371		07012018	07/08/2018			213.06
001	SOUTHERN PEST CONTROL INC	182516	08/07/2018	07/18/2018			403.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		333111	07/17/2018			403.30
001	SBM REPORTING LLC	182517	08/07/2018	07/18/2018			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	7/5/18 PLANNING MTG		MB899	07/17/2018			175.00
001	DPS CRIME LAB	182518	08/07/2018	07/18/2018			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90069031	07/03/2018			60.00
001	AT&T	182520	08/07/2018	07/20/2018			178.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	07/14/2018			178.68
001	DELTA COMPUTER SYSTEMS INC	182521	08/07/2018	07/20/2018			455.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN130423	07/15/2018			315.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN130423	07/15/2018			20.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN130424	07/15/2018			120.00
001	AT&T	182522	08/07/2018	07/20/2018			113.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	07/14/2018			113.90
001	AT&T	182523	08/07/2018	07/20/2018			31.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM SERVS		2284970262	07/14/2018			31.92
001	GLOBALSTAR	182539	08/07/2018	07/24/2018			82.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0009520253	07/16/2018			82.66
001	C SPIRE WIRELESS	182540	08/07/2018	07/24/2018			554.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	06/12/2018			554.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	182550	08/07/2018	07/24/2018			2,891.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	07/14/2018			2,891.93
001	BUTLER SNOW LLP	182559	08/07/2018	07/27/2018			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	FY 2017 BOND DISCLOSURE		07172018	07/17/2018			3,000.00
001	SEYMOUR ENGINEERING PLLC	182562	08/07/2018	07/27/2018			1,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLAN REVIEW: M&M BANK		6717	07/25/2018			1,700.00
001	PITNEY BOWES PURCHASE POWER	182567	08/07/2018	07/27/2018			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER		0434-6213	07/20/2018			1,200.00
001	MAGNOLIA AD STUDIO LLC	182569	08/07/2018	07/27/2018			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-615	AUG 2018: ADVERTISING PKG		948	07/18/2018			750.00
001	SECURE NETWORKS LLC	182570	08/07/2018	07/27/2018			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FIREWALL RENEWAL: SOUTH FD		3492	07/14/2018			300.00
001	CIVICPLUS INC	182571	08/07/2018	07/27/2018			2,388.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	ANNUAL FEE: CIVIC CLERK PKG		174595	09/01/2018			2,388.00
001	JOHNATHAN P SHERMAN	182572	08/07/2018	07/27/2018			72.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM: RESCUE TECH COURSE		08132018	07/16/2018			72.00
001	MAURICE E MCCLURE	182573	08/07/2018	07/27/2018			72.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM: ROPE RESCUE 1		08202018	04/30/2018			72.00
001	TEDDY LORENZO	182574	08/07/2018	07/27/2018			72.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM: ENGINE CO OPS		08272018	01/04/2018			72.00
001	MS RECREATION & PARK ASSOCIATION	182575	08/07/2018	07/27/2018			65.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-682	AGENCY BRONZE MEMBERSHIP		07172018	07/17/2018			65.00
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	182577	08/07/2018	07/27/2018			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	EVENT SPONSORSHIP		06272018	07/17/2018			1,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	182578	08/07/2018	07/27/2018			919.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		07152018	07/24/2018		384.50	
	001-161-631	MARTIN BLUFF FD 58380001		07162018	07/25/2018		229.78	
	001-201-629	SIGNAL LIGHTS 17546		07162018	07/25/2018		32.38	
	001-092-631	CITY LIMIT SIGN 17546		07162018	07/25/2018		24.29	
	001-100-631	MBLUFF SUB STN 58521002		07162018	07/25/2018		248.90	
001	BROADCAST MUSIC INC	182579	08/07/2018	07/27/2018			349.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL FEE 2427468		2427468	07/11/2018		349.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	182582	08/07/2018	07/27/2018			2,552.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		07182018	07/26/2018		1,792.35	
	001-201-629	SIGNAL LIGHT 89113001		07182018	07/26/2018		54.52	
	001-170-631	CITY PARK RESTRMS 89912001		07182018	07/26/2018		247.25	
	001-201-633	STREET LIGHTS 90345002		07182018	07/26/2018		185.40	
	001-092-631	RECORDS BLDG 90790001		07182018	07/26/2018		237.17	
	001-170-631	FRAZIER RESTRMS 98546001		07182018	07/26/2018		35.67	
001	HANCOCK WHITNEY CORPORATE OPERATIONS	182583	08/07/2018	07/27/2018			9,249.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-810	2016 F150 LEASE #076246		208612	07/23/2018		9,249.54	
001	SINGING RIVER ELECTRIC COOPERATIVE	182584	08/07/2018	07/27/2018			1,110.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		07182018	07/26/2018		107.29	
	001-201-633	DOLPHIN ST 94988002		07182018	07/26/2018		96.02	
	001-201-633	DOLPHIN ST 94989002		07182018	07/26/2018		94.52	
	001-201-633	DOLPHIN ST 94990002		07182018	07/26/2018		527.48	
	001-201-633	WM PAYNE 100244001		07182018	07/26/2018		98.52	
	001-201-633	WM PAYNE 100245001		07182018	07/26/2018		186.98	
001	JUSTIN M FREMIN	182585	08/07/2018	07/27/2018			20.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	TRAVEL REIMB: MEALS		07122018	07/20/2018		20.89	
001	HILTON-JACKSON	182586	08/07/2018	07/27/2018			92.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-681	CONF# 3463784044 DAVIS, D		G# MJC18	09/11/2018		92.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	182589	08/07/2018	07/30/2018			8,752.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		07182018	07/26/2018		5,207.19	
	001-201-629	SIGNAL LIGHTS 10054		07182018	07/26/2018		704.04	
	001-092-631	CITY HALL 10054		07182018	07/26/2018		1,132.29	
	001-170-631	FRAZIER PARK 10054		07182018	07/26/2018		49.19	
	001-170-631	SENIOR BLDG 10054		07182018	07/26/2018		639.35	
	001-161-631	CENTRAL FD 10054		07182018	07/26/2018		505.90	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	182589	08/07/2018	07/30/2018			8,752.75	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	CITY PARK 10054		07182018	07/26/2018			141.07
	001-092-631	PUBLIC WORKS 10054		07182018	07/26/2018			344.54
	001-092-631	HWY 90 SIGN 10054		07182018	07/26/2018			29.18
001	SINGING RIVER ELECTRIC COOPERATIVE	182590	08/07/2018	07/30/2018			1,418.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		07202018	07/27/2018			268.89
	001-170-631	BACOT PARK 10137		07202018	07/27/2018			1,000.20
	001-201-629	SIGNAL LIGHTS 10138		07202018	07/27/2018			125.37
	001-170-631	BACOT SPLASHPAD 103751001		07202018	07/27/2018			23.70
001	PASCAGOULA UTILITIES	182595	08/07/2018	07/30/2018			28.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		82030	07/26/2018			13.64
	001-161-630	SOUTH FIRE STN		82210	07/26/2018			15.33
001	PITNEY BOWES INC	182621	08/07/2018	08/01/2018			312.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SUPPLIES: RED INK CART (2)		1008518886	07/21/2018			249.88
	001-092-698	SUPPLIES: TAPE STRIPS (300)		1008518886	07/21/2018			62.89
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	182622	08/07/2018	08/01/2018			378.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SHARP MX-M654N SERVICE AGRMNT		328713	07/31/2018			378.00
001	FEDERAL EXPRESS	182623	08/07/2018	08/01/2018			118.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	EXPRESS SHIP: PLEIN AIR ART		625566803	07/25/2018			33.44
	001-170-513	EXPRESS SHIP: PLEIN AIR ART		625566803	07/25/2018			84.56
001	FUELMAN	182624	08/07/2018	08/01/2018			3,650.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP53751950	07/16/2018			137.95
	001-092-525	UNL FUEL		NP53751950	07/16/2018			84.27
	001-100-525	UNL FUEL		NP53751950	07/16/2018			2,665.85
	001-161-525	UNL & DSL		NP53751950	07/16/2018			405.40
	001-170-525	UNL FUEL		NP53751950	07/16/2018			247.39
	001-205-525	UNL & DSL FUEL		NP53751950	07/16/2018			109.57
001	FUELMAN	182625	08/07/2018	08/01/2018			3,366.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP53795443	07/23/2018			2,601.92
	001-161-525	UNL & DSL FUEL		NP53795443	07/23/2018			574.55
	001-170-525	UNL & DSL FUEL		NP53795443	07/23/2018			114.47
	001-205-525	UNL FUEL		NP53795443	07/23/2018			75.23
001	FUELMAN	182627	08/07/2018	08/01/2018			3,992.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP53823766	07/30/2018			66.13
	001-100-525	UNL FUEL		NP53823766	07/30/2018			3,107.06
	001-161-525	UNL & DSL FUEL		NP53823766	07/30/2018			594.29

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	182627	08/07/2018	08/01/2018			3,992.84	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-525	UNL & DSL FUEL		NP53823766	07/30/2018			169.70
	001-205-525	DSL FUEL		NP53823766	07/30/2018			55.66
001	CAN'T MISS EMBROIDERY	182631	08/07/2018	08/01/2018			282.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	POLO SHIRT: GFD CAPTAIN (5)		20734	07/26/2018	180909		145.00
	001-161-535	POLO SHIRT: GFD LIEUTENANT (5)		20734	07/26/2018	180909		87.00
	001-161-535	NAVY SHORTS: GFD (3)		20734	07/26/2018	180909		37.50
	001-161-535	FREIGHT		20734	07/26/2018	180909		12.50
001	TEAM ONE COMMUNICATIONS INC	182632	08/07/2018	08/01/2018			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	400 SER HD SIREN 100W:U #14435		1730000701	07/27/2018	181054		330.00
001	REYNOLDS WHOLESALE CO	182633	08/07/2018	08/01/2018			122.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	2.5 GAL POWDER GATORADE (12)		60057	07/23/2018	181036		47.40
	001-170-513	45/CT CHEEZ-IT CRACKERS (2)		60057	07/23/2018	181036		27.00
	001-170-513	PK/50 LAY'S CHIPS DORITOS (2)		60057	07/23/2018	181036		28.00
	001-170-513	200/CT 4.5 WATER CUP (4)		60057	07/23/2018	181036		7.96
	001-170-513	9 GAL CAN GATORADE		60057	07/23/2018	181036		11.95
001	ACTION PRINTING CENTER INC	182635	08/07/2018	08/01/2018			418.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-500	REG ENVELOPE (500): GRANTS		94885	07/23/2018	181010		78.25
	001-010-500	TRI COLOR RECEIPT PAPER (3000)		94747	07/27/2018	180999		340.45
001	MID SOUTH UNIFORM & SUPPLY INC	182637	08/07/2018	08/01/2018			1,030.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS NAVY SHIRTS (11)		580037	07/13/2018	180959		490.49
	001-100-535	NAVY PANT W/BLUE STRIPE (9)		580037	07/13/2018	180959		391.86
	001-100-559	RAID JACKETS (2)		580037	07/13/2018	180959		34.54
	001-100-535	NAVY BRAID (9)		580037	07/13/2018	180959		38.25
	001-100-535	LT BLUE BRAID (9)		580037	07/13/2018	180959		38.25
	001-100-535	EMBROID FRONT (2)		580037	07/13/2018	180959		10.00
	001-100-535	EMBROID BACK (2)		580037	07/13/2018	180959		5.00
	001-100-535	SEW ON PATCHES (22)		580037	07/13/2018	180959		22.00
001	GULF COAST BUSINESS SUPPLY CO	182638	08/07/2018	08/01/2018			231.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	8.5X11 COPY PAPER 500/REAM		172011	07/17/2018	181026		5.73
	001-092-510	CS BMF PAPER TOWELS		172011	07/17/2018	181026		19.21
	001-092-510	409 CLEANER 12/CT		172011	07/17/2018	181026		38.84
	001-092-510	CS/1GAL PINE CLEANER (5)		172011	07/17/2018	181026		26.65
	001-092-510	1GAL BLEACH 3/CT		172011	07/17/2018	181026		18.99
	001-092-510	1GAL WINDEX (3)		172011	07/17/2018	181026		42.87
	001-092-510	CS BMF TOWELS (3)		171150	06/29/2018	180964		57.63
	001-092-510	CS CAN LINERS 43X47		171150	06/29/2018	180964		21.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF SALES AND SUPPLY INC	182639	08/07/2018	08/01/2018			1,467.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	HAMMER DEMO 40LB KIT		475246	07/12/2018	181007		1,182.90
	001-170-559	42" FAN BELT DRIVE W/WHEELS		475246	07/12/2018	181007		285.00
001	SOUTHERN PIPE & SUPPLY	182640	08/07/2018	08/01/2018			130.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	1-HOLE METER S/C PUSH FAUCET		2500706	07/06/2018	180885		130.45
001	GULF COAST ARMY NAVY STORE	182641	08/07/2018	08/01/2018			293.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	BDU TACTICAL PANT (3):SEYMOUR		524867	07/10/2018	181004		146.85
	001-100-535	BDU TACTICAL PANT (3):WYLLIE		524867	07/10/2018	181004		146.85
001	NAFECO INC	182643	08/07/2018	08/01/2018			172.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	F525250236 TACTICAL PANT (6)		938836	07/18/2018	180995		193.62
	001-161-535	SHIPPING		938836	07/18/2018	180995		11.00
	001-161-535	CDT RTN: TACTICAL PANT		933387	06/12/2018	180995		-32.27
001	FASTENAL COMPANY	182645	08/07/2018	08/01/2018			386.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	250-540/510 TORCH OUTFIT		MSPAS75741	07/18/2018	181006		386.18
001	RIVIERA FINANCE OF TEXAS INC	182647	08/07/2018	08/01/2018			172.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	MOUNT/DISMOUNT		75848	07/09/2018	180974		28.50
	001-161-638	FLAT REPAIR		75848	07/09/2018	180974		34.00
	001-161-638	SERVICE CALL: E2		75848	07/09/2018	180974		110.00
001	ALLISTON'S SCREEN PRINTING	182648	08/07/2018	08/01/2018			221.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	NAVY GYM SHORTS (6)		7090	07/23/2018	181003		49.50
	001-100-559	WHITE T-SHIRTS (16)		7090	07/23/2018	181003		68.00
	001-100-559	NAVY FLEECE SET (4)		7090	07/23/2018	181003		104.00
001	SECURE NETWORKS LLC	182649	08/07/2018	08/01/2018			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-704	DELL OPTIPLEX 3050 W7: ACO		3500	07/23/2018	181016		704.00
	001-090-704	DELL OPTIPLEX 3050 W7: CEO		3500	07/23/2018	181016		704.00
	001-090-704	MS HOME & BUSINESS 2016 (2)		3500	07/23/2018	181016		500.00
	001-090-704	DISPLAY VGA ADAPTER (2)		3500	07/23/2018	181016		42.00
	001-090-704	SHIPPING (2)		3500	07/23/2018	181016		50.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182652	08/07/2018	08/01/2018			1,529.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	HP 80A TONER CARTRIDGE (2)		3382877704	07/03/2018	180993		171.10
	001-094-559	HP OFFICEJET PRO 8720 PRINTER		3382933227	07/04/2018	180998		179.99
	001-094-500	HP 952XL/952 HYBLK/CLR 4PK		3382933227	07/04/2018	180998		105.99
	001-094-500	CS COPY PAPER 8.5X11		3382933227	07/04/2018	180998		33.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182652	08/07/2018	08/01/2018			1,529.11	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-500	HP 05A (CE505D) 2PK	3383021702	07/06/2018	181001		137.45	
	001-045-500	STPLS STORAGE BOX 10PK	3383021702	07/06/2018	181001		7.84	
	001-090-500	STPLS STANDARD 25000CT	3383298260	07/07/2018	181005		2.99	
	001-090-500	PAPER CLIPS 1000CT	3383298260	07/07/2018	181005		1.56	
	001-090-500	SMALL METAL BINDER CLIP 144CT	3383298260	07/07/2018	181005		1.78	
	001-090-500	MEDIUM METAL BINDER CLIP 24CT	3383298260	07/07/2018	181005		2.31	
	001-090-500	PAPER MATE FLAIR MED RED DZ	3383298260	07/07/2018	181005		14.50	
	001-090-500	PAPER MATE STIC MED RED DZ	3383298260	07/07/2018	181005		1.37	
	001-090-500	2-PART SPIRAL RECEIPT BOOK (2)	3383298260	07/07/2018	181005		11.98	
	001-090-500	INKJET BUSINESS CARD 250CT	3383298260	07/07/2018	181005		8.03	
	001-090-500	HP 951XL INK CARTRIDGE YEL	3383298260	07/07/2018	181005		25.58	
	001-090-500	HP 65 BLK /TRICOLOR COMBO INK	3383298260	07/07/2018	181005		26.99	
	001-090-500	HP 305A BLK TONER CARTRIDGE	3383298260	07/07/2018	181005		141.98	
	001-090-500	HP 305A YEL TONER CARTRIDGE	3383298260	07/07/2018	181005		101.16	
	001-090-500	ROUND STIC GRIP MED BLUE PEN	3383298260	07/07/2018	181005		1.45	
	001-090-500	BIC ATLANTIS BLUE PEN (2)	3383298262	07/07/2018	181005		7.10	
	001-040-500	BROTHER TN221C CYAN TONER	3383953190	07/14/2018	181022		54.48	
	001-040-500	BROTHER TN221M MAGENTA TONER	3383953190	07/14/2018	181022		54.48	
	001-040-500	BROTHER TN221Y YELLOW TONER	3383953190	07/14/2018	181022		55.45	
	001-040-500	BROTHER GENUINE TN221BK TONER	3383953190	07/14/2018	181022		70.95	
	001-040-500	LEXMARK 501H HY BLK TONER	3383953190	07/14/2018	181022		142.49	
	001-040-500	DAB N SEAL 50ML 4/PK	3383953190	07/14/2018	181022		5.97	
	001-100-500	BROTHER EHLL23ODW WL PRIINTER	3384262143	07/19/2018	181029		99.99	
	001-090-500	BX 100/CT BLU LEGAL FOLDERS(2)	3384359148	07/20/2018	181034		29.08	
	001-090-500	BX 100/CT GREEN LEGAL FOLDERS	3384359148	07/20/2018	181034		14.54	
	001-090-500	DZ STAPLES PERF PAD 8.5X11.75	3384359148	07/20/2018	181034		4.32	
	001-090-500	STAPLES PINK WEDGE ERASERS 3PK	3384359148	07/20/2018	181034		1.56	
	001-090-500	STAPLES CAP ERASERS 12PK	3384359148	07/20/2018	181034		.42	
	001-090-500	BIC ATLANTIS PEN (3)	3384359149	07/20/2018	181034		10.65	
001	AFFORDABLE PAINT & BODY	182653	08/07/2018	08/01/2018			920.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTALL DECALS: U #12456	552	07/24/2018	180994		230.00	
	001-100-638	INSTALL DECALS: U #12457	552	07/24/2018	180994		230.00	
	001-100-638	INSTALL DECALS: U #12458	552	07/24/2018	180994		230.00	
	001-100-638	INSTALL DECALS: U #12459	552	07/24/2018	180994		230.00	
001	SPORTABOUT	182654	08/07/2018	08/01/2018			230.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	YOUTH FTBL CAMP T-SHIRTS (50)	6108	07/19/2018	181037		200.00	
	001-170-502	YOUTH FTBL CAMP T-SHIRTS (6)	6108	07/19/2018	181037		30.00	
001	TOPPER WORLD GULFPORT	182655	08/07/2018	08/01/2018			370.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	REAR DOOR CAB HIGH CAP: R39	12322	07/16/2018	180939		335.00	
	001-161-638	INSTALLATION	12322	07/16/2018	180939		35.00	
001	GLOCK PROFESSIONAL INC	182656	08/07/2018	08/01/2018			250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	REG FEE GLOCK ARMORER: BOND,L	08082018	08/01/2018	181059		250.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	182657	08/07/2018	08/01/2018			368.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	4X8 BANNER: MUSIC ON THE LAWN		JOB #193	07/12/2018	181020		160.00
	001-170-615	DATE CHANGE PATCHES		JOB #193	07/12/2018	181020		78.15
	001-170-615	3X6 BANNER: GAUTIER SR CENTER		1020	07/16/2018	181032		90.00
	001-170-615	2X4 BANNER: SSP "BLACK BEAR"		1020	07/16/2018	181032		40.00
001	SOUTHERN TIRE MART LLC DEPT 143	182658	08/07/2018	08/01/2018			149.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FRONT END ALIGNMENT: CMD33		12380976	07/25/2018	181043		149.00
001	MISSISSIPPI PRISON INDUSTRIES CORP	182659	08/07/2018	08/01/2018			682.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	24X36 ALUM LITTER SIGNS (10)		112442	07/20/2018	180963		682.50
001	ECONOMY BOOTS SALES & SERVICE	182661	08/07/2018	08/01/2018			369.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DUTY BOOTS: HEDMAN, DEREK		41767	07/03/2018	180996		184.50
	001-161-535	DUTY BOOTS: DUBUISSON, RICHARD		41767	07/03/2018	180996		184.50
001	AUDIOWAVE INC	182662	08/07/2018	08/01/2018			649.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REMOV EQUIP WRECKED U #117		A49356	07/16/2018	180916		550.00
	001-100-559	SS PWR SOCKET 12V ADAPTER (12)		A49533	07/27/2018	181056		99.96
001	RED RIVER SPECIALTIES INC	182663	08/07/2018	08/01/2018			575.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	RANGER PRO 30 GA (30)		641999	07/10/2018	181009		465.00
	001-201-559	FREIGHT		641999	07/10/2018	181009		110.88
001	M & E FEED & SEED	182664	08/07/2018	08/01/2018			159.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	QUICK BAIT (10)		5236	07/11/2018	181013		159.90
001	SECURE NETWORKS LLC	182668	08/07/2018	08/02/2018			425.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DOT GOV DOMAIN RENEWAL		3508	08/01/2018			425.00
001	CREDIT CARD CENTER	182669	08/07/2018	08/02/2018			4,384.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	GO DADDY FEES		06282018	06/29/2018			15.17
	001-001-509	YTH COUNCIL MEET & GREET		07052018	07/06/2018			168.10
	001-094-682	GRANT PRO ASSC DUES:STENNET,A		07052018	07/06/2018			209.00
	001-094-681	2018 GPA CONFERENCE:STENNET,A		07052018	07/06/2018			525.00
	001-094-681	FLIGHT-CHICAGO: STENNET, A		07062018	07/09/2018			272.60
	001-094-681	HOTEL 3 NIGHTS: STENNET, A		07062018	07/09/2018			656.26
	001-170-535	SHIRT(12),SWEATER: REC DEPT		07112018	07/12/2018			158.25
	001-170-535	UNIFORM SHIRT (38): REC DEPT		07102018	07/12/2018			789.72
	001-170-513	DOOR PRIZES: SR MEMBR DRIVE		07162018	07/17/2018			35.00
	001-161-682	NAFI RENEWAL: MCCOY, D		07172018	07/18/2018			55.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	182669	08/07/2018	08/02/2018			4,384.37	(CONTINUED)
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-001-509		MYC SWEARING IN: REFRESHMENTS	07172018	07/18/2018			56.39
	001-170-513		REFRESHMENTS: SR MEMBR DRIVE	07182018	07/19/2018			27.92
	001-170-513		REFRESHMENTS: SR MEMBR DRIVE	07182018	07/19/2018			113.35
	001-161-559		24 PK WATER (31): FIRE DEPT	07192018	07/20/2018			80.29
	001-170-535		SHIRT (2): REC DEPT	07202018	07/23/2018			38.40
	001-001-509		T SHIRTS (15): M YTH COUNCIL	07232018	07/25/2018			94.35
	001-170-513		MOVIE RENTAL (3):FALL EVENTS	07252018	07/26/2018			855.00
	001-170-639		SOLENOID (2):C PARK SPLASHPAD	07262018	07/27/2018			234.57
FUND TOTAL	1 Claims	to	Checks	68 Total	70,577.86 Manual	Held	Total	70,577.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK WHITNEY CORP TRUST SERVS Account Number 007-680-807	182587	08/07/2018	07/27/2018			9,315.00	
		Description BOND INT GAUTIER S2010		Invoice # 09012018	Date 07/05/2018	P.O.	Amount	
								9,315.00
FUND TOTAL	7 Claims	to	Checks	1 Total	9,315.00	Manual	Held	Total 9,315.00

Docket of Claims
Release date from 08/07/2018 thru 08/07/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	RIGHT OF WAY TECHNOLOGY INC	182620	08/07/2018	08/01/2018			42,850.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	ACQUISITION FEES (5)		179	07/02/2018			17,500.00
	130-130-770	CLOSING-TITLE (5)		179	07/02/2018			1,750.00
	130-130-770	RELOCATION ASSISTANCE (6)		179	07/02/2018			23,600.00
FUND TOTAL 130 Claims	to	Checks	1 Total	42,850.00	Manual	Held	Total	42,850.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	ROUND ISLAND DIVERS	182651	08/07/2018	08/01/2018			6,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	JET SPORT BLK/GRY (3)	2901003251	07/17/2017	181019		240.00	
	157-100-799	PROFILE STEAMER 0.5MM MEN'S	2901003251	07/17/2017	181019		133.00	
	157-100-799	PROFILE STEAMER 0.5MM MEN'S (2)	2901003251	07/17/2017	181019		266.00	
	157-100-799	DELTA SHORT BOOT 5MM BLACK	2901003251	07/17/2017	181019		41.00	
	157-100-799	WETSUIT HANGER (3)	2901003251	07/17/2017	181019		32.85	
	157-100-799	BOD HANGER (3)	2901003251	07/17/2017	181019		32.85	
	157-100-799	SOLARA BLACK (4)	2901003251	07/17/2017	181019		324.00	
	157-100-799	SL3 ELED 425 LUMS (3)	2901003251	07/17/2017	181019		207.00	
	157-100-799	GEAR BAG (3)	2901003251	07/17/2017	181019		60.00	
	157-100-799	SPORT STEAM 5MM BZIP MEN'S (3)	2901003251	07/17/2017	181019		960.00	
	157-100-799	UK KNIFE (3)	2901003251	07/17/2017	181019		209.85	
	157-100-799	LIFT BAG RID1257	2901003251	07/17/2017	181019		75.00	
	157-100-799	LIFT BAG LS10	2901003251	07/17/2017	181019		75.00	
	157-100-799	EVERFLEX HOOD BIBBED 3MM (3)	2901003251	07/17/2017	181019		180.00	
	157-100-799	WT UNCOATED LACE THRU 5LB (12)	2901003251	07/17/2017	181019		240.00	
	157-100-799	EQUATOR W/AIR2 21.725.550	2901003251	07/17/2017	181019		715.00	
	157-100-799	EQUATOR W/AIR2 21.725.450 (2)	2901003251	07/17/2017	181019		1,430.00	
	157-100-799	USED/PREVIOUS RENTAL GEAR (3)	2901003251	07/17/2017	181019		900.00	
	157-100-799	SHIPPING	2901003251	07/17/2017	181019		28.45	
	157-100-799	LINE DISCOUNT	2901003251	07/17/2017	181019		-150.00	
157	PT ARMOR INC	182660	08/07/2018	08/01/2018			267.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	UNIFORM SHIRT CARRIER	24844	07/20/2018	180612		230.00	
	157-100-799	MOLLE SYSTEM FRONT ONLY	24844	07/20/2018	180612		15.00	
	157-100-799	NAME ID	24844	07/20/2018			7.00	
	157-100-799	SHIPPING	24844	07/20/2018			15.00	
FUND TOTAL 157 Claims	to	Checks	2 Total	6,267.00	Manual	Held	Total	6,267.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GOODWYN MILLS & CAWOOD INC Account Number 171-176-762	182628	08/07/2018	08/01/2018			6,000.00	
		Description CONSTRUCTION DOCUMENTS		Invoice # A MOB1800091	Date 07/25/2018	P.O.	Amount	
							6,000.00	
FUND TOTAL	171 Claims	to	Checks	1 Total	6,000.00 Manual		Held	Total 6,000.00

Release date from 08/07/2018 thru 08/07/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	182581	08/07/2018	07/27/2018			3,811.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		JUL 2018	07/12/2018			3,811.63
FUND TOTAL	172 Claims	to	Checks	1 Total	3,811.63	Manual	Held	Total 3,811.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	182508	08/07/2018	07/16/2018			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE AUG 2018		3297	07/15/2018			36.50
	176-170-699	SHOPPING CART FEE AUG 2018		3297	07/15/2018			115.00
176	AT&T	182524	08/07/2018	07/20/2018			81.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	07/14/2018			81.98
176	AT&T	182526	08/07/2018	07/23/2018			49.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	JUL 2018: SSP INTERNET		285615432	07/11/2018			49.94
176	SINGING RIVER ELECTRIC COOPERATIVE	182594	08/07/2018	07/30/2018			2,713.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		07202018	07/27/2018			2,665.13
	176-170-631	HOUSE 76855002		07202018	07/27/2018			48.24
176	FUELMAN	182626	08/07/2018	08/01/2018			32.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP53795443	07/23/2018			32.97
176	REYNOLDS WHOLESALE CO	182634	08/07/2018	08/01/2018			74.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	CS JUMBO JR TISSUE		181012	07/10/2018	181012		25.50
	176-170-559	CS BMF TOWELS		181012	07/10/2018	181012		19.95
	176-170-559	32-OZ WINDEX		181012	07/10/2018	181012		5.29
	176-170-559	PKG 500 NAPKINS		181012	07/10/2018	181012		4.95
	176-170-559	PK 125/6" STYROFOAM PLATES (4)		181012	07/10/2018	181012		11.80
	176-170-559	PK 100 PLASTIC FORKS (3)		181012	07/10/2018	181012		6.87
FUND TOTAL	176 Claims	to	Checks	6 Total	3,104.12 Manual	Held	Total	3,104.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	182561	08/07/2018	07/27/2018			7,762.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	SERVICES: CONST ADMIN 75%		6718	07/25/2018			7,762.50
FUND TOTAL 300 Claims	to	Checks	1 Total	7,762.50	Manual	Held	Total	7,762.50

Docket of Claims
Release date from 08/07/2018 thru 08/07/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
301	SEYMOUR ENGINEERING PLLC	182629	08/07/2018	08/01/2018			4,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	301-600-603	TOPOGRAPHIC SURVEY		6720	07/25/2018			1,600.00
	301-600-603	ENG PLANS & SPECS		6720	07/25/2018			3,000.00
FUND TOTAL 301 Claims	to	Checks	1 Total	4,600.00	Manual	Held	Total	4,600.00

Docket of Claims
 Release date from 08/07/2018 thru 08/07/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
302	SEYMOUR ENGINEERING PLLC	182630	08/07/2018	08/01/2018			2,550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	302-301-603	TOPOGRAPHIC SURVEY		6719	07/25/2018			1,200.00
	302-301-603	ENG PLANS & SPECS		6719	07/25/2018			1,350.00
FUND TOTAL 302 Claims	to	Checks	1 Total	2,550.00	Manual	Held	Total	2,550.00

Docket of Claims
Release date from 08/07/2018 thru 08/07/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	SEYMOUR ENGINEERING PLLC	182560	08/07/2018	07/27/2018			13,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-603	DESIGN/PERMITTING 30%		6712	07/13/2018		13,000.00	
FUND TOTAL 350 Claims	to	Checks	1 Total	13,000.00	Manual	Held	Total	13,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
352	ENTERPRISE FUND	182557	08/07/2018	07/27/2018			72,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	352-700-601	REIMB PMT1: W&S CIP/WAGGONER		CK 12208	05/02/2018			48,400.00
	352-700-601	REIMB PMT2: W&S CIP/WAGGONER		CK 12242	06/06/2018			24,200.00
352	WAGGONER ENGINEERING INC	182558	08/07/2018	07/27/2018			72,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	352-700-601	W&S CAPITAL IMP PLAN 50%		34800	06/11/2018			48,400.00
	352-700-601	W&S CAPTIAL IMP PLAN 60%		34908	07/10/2018			24,200.00
FUND TOTAL	352 Claims	to	Checks	2 Total	145,200.00	Manual	Held	Total 145,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	182504	08/07/2018	07/13/2018			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		07092018	07/09/2018			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		07092018	07/09/2018			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		07092018	07/09/2018			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		07092018	07/09/2018			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		07092018	07/09/2018			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		07092018	07/09/2018			9,665.99
400	AT&T	182509	08/07/2018	07/16/2018			55.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	07/06/2018			55.69
400	IRBY'S ANSWERING SERVICE	182519	08/07/2018	07/18/2018			305.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	HOLIDAY CHARGES		277-071118	07/11/2018			12.00
	400-650-698	35 CALL OUTS: 6/13-7/10/18		277-071118	07/11/2018			16.45
	400-650-698	BASE RATE: 7/1-8/7/18		277-071118	07/11/2018			277.00
400	AT&T	182525	08/07/2018	07/20/2018			135.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	07/14/2018			135.85
400	AT&T	182527	08/07/2018	07/23/2018			159.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	07/14/2018			159.09
400	LORI M MIGUES CSR	182563	08/07/2018	07/27/2018			494.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	TRANSCRIPT: SMITH DEPOSITION		07102018	07/19/2018			494.00
400	CITY OF GAUTIER	182564	08/07/2018	07/27/2018			250,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX TO GEN FUND		07312018	07/31/2018			250,000.00
400	2012 GUD BONDS DEBT SERVICE	182565	08/07/2018	07/27/2018			116,362.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	AUG 2018 PRN PMT		08012018	07/31/2018			112,916.67
	400-680-817	AUG 2018 INT PMT		08012018	07/31/2018			3,445.83
400	ARISTA INFORMATION SYSTEMS INC	182568	08/07/2018	07/27/2018			3,714.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2018 STATEMENTS		25727	07/13/2018			1,214.02
	400-650-698	JUN 2018 POSTAGE		1425201807	07/13/2018			2,500.00
400	SINGING RIVER ELECTRIC COOPERATIVE	182576	08/07/2018	07/27/2018			2,320.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		07152018	07/24/2018			1,019.48
	400-651-631	LIFT STATIONS 28779		07152018	07/24/2018			87.88
	400-651-631	SCHOONER WELL 20688		07112018	07/20/2018			1,016.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	182576	08/07/2018	07/27/2018			2,320.36	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20688		07112018	07/20/2018			196.17
400	SINGING RIVER ELECTRIC COOPERATIVE	182580	08/07/2018	07/27/2018			5,201.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		07162018	07/25/2018			64.44
	400-651-631	LIFT STNS 89702001		07162018	07/25/2018			33.78
	400-651-631	LIFT STNS 17881		07162018	07/25/2018			3,152.36
	400-651-631	WATER WELLS 17881		07162018	07/25/2018			1,950.67
400	SINGING RIVER ELECTRIC COOPERATIVE	182588	08/07/2018	07/30/2018			7,050.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		07182018	07/26/2018			330.16
	400-651-631	LIFT STATIONS 17882		07182018	07/26/2018			2,586.67
	400-651-631	WATER WELLS 17882		07182018	07/26/2018			3,155.43
	400-651-631	CITY HALL SOUTH 17882		07182018	07/26/2018			978.73
400	SINGING RIVER ELECTRIC COOPERATIVE	182592	08/07/2018	07/30/2018			4,140.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		07202018	07/27/2018			214.27
	400-651-631	LIFT STNS 17883		07202018	07/27/2018			2,267.76
	400-651-631	LIFT STNS 17884		07202018	07/27/2018			1,657.98
400	CABLE ONE INC	182593	08/07/2018	07/30/2018			62.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	AUG 2018: #107663106		07162018	07/23/2018			62.76
400	SOUTHERN PEST CONTROL INC	182619	08/07/2018	07/31/2018			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	PW BLDG: FLEA TREATMENT		333345	07/20/2018			60.00
400	PASCAGOULA SHEET METAL WORKS INC	182636	08/07/2018	08/01/2018			751.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	#9 X 3/4" CARBON STEEL		76800	07/23/2018	181011		143.00
	400-651-583	40 SQ FT 1" GRATING		76813	07/25/2018	181044		608.94
400	DOLPHIN SAFETY SUPPLY	182642	08/07/2018	08/01/2018			2,385.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	7X10 NO TRESPASSING SIGN (10)		83749	06/26/2018	180997		65.00
	400-651-581	7X10 DGR HIGH VOLT SIGN (10)		83749	06/26/2018	180997		55.00
	400-651-581	7X10 DGR CHLORINE SIGN (10)		83749	06/26/2018	180997		65.00
	400-651-581	13X54 COMBO WINDSOCK (10)		83749	06/26/2018	180997		990.00
	400-651-584	7X10 NO TRESPASSING SIGN (90)		83749	06/26/2018			585.00
	400-651-584	7X10 DGR HIGH VOLT SIGN (90)		83749	06/26/2018			495.00
	400-651-584	7X10 DGR CHLORINE SIGN (20)		83749	06/26/2018			130.00
400	COAST BATTERY SPECIALIST INC	182644	08/07/2018	08/01/2018			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	12V 5AH BATTERY (5)		63621	07/11/2018	180932		70.00
	400-651-584	12V 5AH BATTERY (5)		63621	07/11/2018			70.00

Release date from 08/07/2018 thru 08/07/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	USA BLUEBOOK	182646	08/07/2018	08/01/2018			43.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	1/8X1/4 HDPE 100FT COIL (3)		591797	06/06/2018	180892		50.97
	400-651-582	FREIGHT		591797	06/06/2018	180892		20.40
	400-651-582	CDT RTN:1/8X1/4 100FT COIL (3)		612301	06/28/2018	180892		-50.97
	400-651-582	1/4X3/8 HDPE 100FT COIL (3)		598744	06/14/2018	180892		77.85
	400-651-582	FREIGHT		598744	06/14/2018	180892		22.87
	400-651-582	CDT RTN:1/4X3/8 100FT COIL (3)		614662	07/02/2018	180892		-77.85
400	SECURE NETWORKS LLC	182650	08/07/2018	08/01/2018			334.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK MX317DN LASER PRINTER		3505	07/27/2018	181033		334.00
400	CREDIT CARD CENTER	182670	08/07/2018	08/02/2018			210.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-703	METAL SHELF (3)		07242018	07/25/2018			210.30
FUND TOTAL 400 Claims	to	Checks	21 Total	437,353.59 Manual		Held	Total	437,353.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
602	FIRST NATIONAL BANK TRUST DEPT	182566	08/07/2018	07/27/2018			13,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	602-000-133	SEP 2018 INTEREST PMT		09012018	07/15/2018			13,900.00
FUND TOTAL 602 Claims	to	Checks	1 Total	13,900.00	Manual		Held	Total 13,900.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	68 Total	70,577.86 Manual	Held	Total	70,577.86
FUND 7 Claims	to	Checks	1 Total	9,315.00 Manual	Held	Total	9,315.00
FUND 130 Claims	to	Checks	1 Total	42,850.00 Manual	Held	Total	42,850.00
FUND 157 Claims	to	Checks	2 Total	6,267.00 Manual	Held	Total	6,267.00
FUND 171 Claims	to	Checks	1 Total	6,000.00 Manual	Held	Total	6,000.00
FUND 172 Claims	to	Checks	1 Total	3,811.63 Manual	Held	Total	3,811.63
FUND 176 Claims	to	Checks	6 Total	3,104.12 Manual	Held	Total	3,104.12
FUND 300 Claims	to	Checks	1 Total	7,762.50 Manual	Held	Total	7,762.50
FUND 301 Claims	to	Checks	1 Total	4,600.00 Manual	Held	Total	4,600.00
FUND 302 Claims	to	Checks	1 Total	2,550.00 Manual	Held	Total	2,550.00
FUND 350 Claims	to	Checks	1 Total	13,000.00 Manual	Held	Total	13,000.00
FUND 352 Claims	to	Checks	2 Total	145,200.00 Manual	Held	Total	145,200.00
FUND 400 Claims	to	Checks	21 Total	437,353.59 Manual	Held	Total	437,353.59
FUND 602 Claims	to	Checks	1 Total	13,900.00 Manual	Held	Total	13,900.00
Total for all Funds		Checks	108 Total	766,291.70 Manual	Held	Total	766,291.70

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Resolution removing a Police Department vehicle from inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus

Introduced by:
Contact Person/Telephone

Chief Dante Elbin 497-8007

Summary Explanation: Approval of a resolution removing a 2009 Dodge Charger Police Car, VIN #2B3KA43T79H561762 (Inventory Control #1223) from inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING A POLICE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2009 Dodge Charger Police Car, VIN#2B3KA43T79H561762 (Inventory Control #1223) be removed from inventory and insurance coverage, and be used for parts until such time as it can be deemed surplus;

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that the 2009 Dodge Charger Police Car is hereby removed from inventory, removed from insurance coverage, and authorized to be used for parts until such time as it can be deemed surplus.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th day of August 2018.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 07/18/2018
Subject: Authorization to remove Police Department vehicle off inventory and insurance

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove a 2009 Dodge Charger Police Car, VIN 2B3KA43T79H561762 (city inventory control 1223) from inventory, remove from insurance coverage, and authorize the vehicle to be used as parts until such time as they can be deemed surplus.

BACKGROUND:

The 2009 Dodge Charger was involved in an accident on June 09, 2018 and was totaled as a result. Insurance has settled the claim and the Police Department has determined that, given the condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used for parts until such time that it can be declared surplus.

DISCUSSION:

This vehicle has been declared a total loss by insurance. The city was able to purchase the vehicle back for parts at a minimal amount.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the vehicle to be removed from its inventory and insurance and authorize the vehicle to be used for parts until such time as it can be deemed surplus.

ATTACHMENTS:

1. Unit 11762



CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center by the City of Gautier

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 317

Summary Explanation: Resolution requesting the Jackson County Board of Supervisors authorize the use of the Gautier Convention Center for a Halloween Dance on October 26, 2018. The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host a Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast.

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI AUTHORIZING THE USE OF THE GAUTIER CONVENTION CENTER BY THE CITY OF GAUTIER

WHEREAS, the Jackson County is the owner of the Gautier Convention Center; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

WHEREAS, the City of Gautier will be hosting the South Mississippi Special Needs Organization (SNO) Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast on October 26, 2018;

WHEREAS, the City of Gautier would like to request from Jackson County the use of the Gautier Convention Center on October 26, 2018;

WHEREAS, SNO is a volunteer, non-profit organization that is comprised of parents, family members, educators, service providers, and those who have interests in specific disabilities;

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests that the Jackson County Board of Supervisors waive all fees associated with the use of the Gautier Convention Center on October 26, 2018, and permit the City of Gautier to host the South Mississippi Special Needs Organization (SNO) Halloween Dance at the Gautier Convention Center for citizens with disabilities along the Mississippi Gulf Coast City.

IT IS FURTHER RESOLVED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/23/2018
Subject: Resolution of the City of Gautier requesting Jackson County Board of Supervisors authorize the use of the Gautier Convention Center on October 26, 2018

REQUEST:

The Recreation Department is requesting approval of a resolution requesting Jackson County Board of Supervisors waive all fees associated with the rental of the Gautier Convention Center on October 26, 2018.

BACKGROUND:

The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host an annual Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast. The dance will take place on October 26, 2018 from 6pm- 9pm.

DISCUSSION:

SNO is a volunteer, non-profit organization that is comprised of parents, family members, educators, service providers, and those who have interests in specific disabilities. The organization serves families of the Mississippi Gulf Coast who have a loved one with intellectual, developmental, or a specific learning disability, offering support and family resources. The City is excited about our new partnership with this organization and looks forward to hosting such a worthwhile event.

RECOMMENDATION:

The Recreation Department recommends that City Council authorize a resolution be sent to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 26, 2018.

City Council May:

1. Approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 26, 2018; or
2. Not approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 26, 2018.

ATTACHMENTS:

1. Consent Agenda Item 2 - Halloween Dance Request

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Approval of a Use Agreement between the City of
Gautier and Brock Services, LLC for the Cruisin'
Through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 306

Summary Explanation: Approval of the attached Use Agreement between the City of Gautier and Brock Services, LLC for the use of a stage for the City of Gautier's Cruisin' Through the Decades Event to be held September 30, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City of Gautier requires use of a stage for hosting Gautier's Cruisin' through the Decades Event to be held September 30, 2018; and

WHEREAS, Brock Services, LLC has offered the use of a stage, free of charge, under the attached Use Agreement; and

WHEREAS, the Mayor and City Council hereby find that the use of the stage, pursuant to the attached Use Agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Use Agreement between the City of Gautier and Brock Services, LLC for use of a stage for the City of Gautier's Cruisin' through the Decades Event to be held September 30, 2018 is hereby approved.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/23/2018
Subject: Approval of a use of construction equipment agreement between the City of Gautier and Brock Services, LLC for the Cruisin' through the Decades Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Brock Services, LLC for use of a stage for the City of Gautier's Cruisin' Through the Decades Event to be held September 30, 2018.

BACKGROUND:

The 22nd Annual Cruisin' the Coast will be held September 30- October 6, 2018 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place September 30, 2018 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The Cruisin through the Decades event will consist of musical entertainment, reserved parking for cruisers, an all-out car show, and food vendors. Brock Services, LLC will provide the performance stage for our live musical entertainment. Their charitable contribution will allow the City of Gautier to provide a free event that will leave a positive impact on families along the Mississippi Gulf Coast.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Brock Services, LLC.

The City Council May:

1. Approve the attached agreement between the City of Gautier and Brock Services, LLC; or
2. Not approve the attached agreement between the City of Gautier and Brock Services, LLC.

ATTACHMENTS:

1. Brock Services LLC Stage Agreement

USE OF CONSTRUCTION EQUIPMENT AGREEMENT

This AGREEMENT made this ___ day of ___ 2018 by and between Brock Services, LLC ("Brock") and City of Gautier (the "User").

In consideration of the willingness of the Brock to allow User to use certain equipment, materials, staging, and/or scaffolding (the "EQUIPMENT") on or about September 30, 2018 for the Cruisin' the Coast production, and for as long as any Equipment is being used by User or its agents, User, through authorized representative below, warrants and agrees as follows:

1. To assume complete responsibility for the use of the Equipment and shall reimburse Brock for any damage during User's use.
2. To the maximum extent permitted by the laws of the State of Mississippi, User shall release, defend, indemnify and hold harmless Brock, its parent, affiliates and subsidiaries, and directors, officers, employees and agents of such companies (collectively "Indemnified Party") against any bodily injury, property damage or personal and advertising injury loss, damage, claim, suit, liability, judgment, and expense (including but not limited to attorneys' fees, and other costs of litigation), and any fines, penalties, or assessments, arising out of injury, disease or death of persons or damage to or loss of any property or violation of the applicable law but only when caused by or arising out of the acts or omissions of the User, or anyone for whom User is directly or indirectly responsible. This indemnity obligation shall be applicable against User with respect to any Use by its parent, affiliates subsidiaries, subcontractors and agents, and each of their employees and agents or anyone for whom they are directly or indirectly responsible. User shall maintain Liability Coverage for attorney fees, damages, and injuries associated with User's access or use of the EQUIPMENT, and shall name the Indemnified Party as an additional insured on the Event Policy, if any, associated with the Cruisin' the Coast production.
3. That User has inspected the Equipment prior to use and by its use, accepts the Equipment AS-IS and all risks relating thereto.
4. User acknowledges that Brock has made no express or implied warranty of any kind whatsoever with respect to the Equipment, including but not limited to: the merchantability of the Equipment or its fitness for any particular purpose; the design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship of the Equipment; compliance of the Equipment with the requirements of any law, rule, specification or contract pertaining to the Equipment; patent infringement; or latent defects.
5. That the obligations of User under paragraphs 1 and 2 shall survive the termination of this Agreement.

City of Gautier, Mississippi

Brock Services, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Approval of an agreement between the City of
Gautier and Elektra-Tech Entertainment to provide
sound, stage roofing and production services for
the City of Gautier's one day Cruisin' Through the
Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 306

Summary Explanation: Approval of the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, stage roofing and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held September 30, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City requires sound, stage roofing, and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held September 30, 2018; and

WHEREAS, Elektra-Tech Entertainment has offered, as in years past, to provide such services under the attached agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering the attached agreement is in the best interests of the City,

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, stage roofing and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held September 30, 2018 is hereby approved.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/23/2018
Subject: Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, stage roofing and production services for the City of Gautier's one day Cruisin' Through the Decades Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, stage roofing and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held September 30, 2018.

BACKGROUND:

The 22nd Annual Cruisin' the Coast will be held September 30, 2018 - October 7, 2018 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place September 30, 2018 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

- 1) Elektra-Tech Entertainment agrees to provide sound, stage roofing, and production services for entertainment purposes at: Gautier, MS for Cruisin' the Coast 2018.
- 2) The Elektra-Tech Entertainment agrees to provide the contracted services during the hours of 11:00 a.m. – 4:00 p.m., on the day of September 30, 2018.
- 3) Entertainment services are provided for a fee of \$2,000.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of \$100.00 per hour.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment; or
2. Not approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment.

ATTACHMENTS:

1. ElektraTech Entertainment (revised) 2018

Elektra-Tech Entertainment

Entertainment Agreement

This agreement made and entered on this ___ day of _____ between City of Gautier as buyer, and Elektra-Tech Entertainment; whereas, the buyer wishes to contract the entertainers to provide musical and/or lighting entertainment and stage roofing.

The buyer and Elektra-Tech Entertainment agree to the following terms and conditions of this listed agreement between both parties:

- 1) The entertainer agrees to provide sound, stage roofing and production services for entertainment purposes at: Gautier, MS for Cruisin the Coast 2018.
- 2) The entertainer agrees to provide the contracted services during the hours of 11:00am – 4:00pm, on the day of September 30, 2018.
- 3) Entertainment services are provided for a fee of \$2,000.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of \$100.00 per hour.
- 4) **All fees are due and payable to the entertainer on October 5, 2018.**
- 5) The buyer agrees to provide 30 days notice of cancellation of the event. A re-schedule date must be agreed upon by BOTH parties.
- 6) Entertainer is not responsible for cancellation or postponement due to outdoor events. At the sign of inclement weather, buyer is responsible for the relocation of the entertainer to protect any and all equipment. When chance of rain is 30% or higher for an outdoor venue site, relocation is required. Elektra-Tech Entertainment reserves the right to cease operations in the event of inclement weather without penalty from the buyer.

**At the sound of thunder and/or visible lighting Elektra-Tech Entertainment reserves the right to CANCEL the production for the safety of the crew and the guests in attendance. Elektra-Tech Entertainment is committed to providing an enjoyable and safe experience for all of our customers.
- 7) Any entertainment venue that is greater than 25 miles from Lucedale, MS will incur an additional \$1.00 per mile of travel expenses to and from the venue.
- 8) Adequate lodging may be required of the buyer of said services if the event is more than twelve (12) hours long and/or over fifty (50) miles away from Lucedale, MS. "Adequate

9) During the hours of 11:00am – 4:00pm, on the day of September 30, 2018, the buyer will, to the extent reasonably possible, ensure that the equipment provided by the entertainer is not damaged.

Buyer is responsible for providing adequate power (50 amp / 230 volts) for the production team to use for the event.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS.

Print: _____ Sign: _____

Email: _____

Balance Due: _____

****Please make check payable to:**
Elektra-Tech Entertainment
2285 Beaver Dam Rd
Lucedale, MS 39452

Dwayne Barker
(601) 508-0954

**CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

August 7, 2018
Approval of water and sewer adjustments dated May 2018 in the amount of \$10,304.38

Introduced by:
Contact Person/Telephone

Cynthia Russell 497- 8000 ext. 302

Summary Explanation: Approval of water and sewer adjustments dated July 2018 in the amount of \$8,239.11.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2018

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

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

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated July 2018 in the amount of \$8,239.11 is hereby approved.

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

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 7, 2018.

JULY 2018 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
001-12401-001		356.27	140.00			496.27	PIPE LEAKING
011-24401-004	1,333.35	1,498.16	210.00			3,041.51	POLICE REPORT
015-00701-000	153.03	176.14	140.00			469.17	POLICE REPORT
019-47251-001		1,588.54	140.00			1,728.54	PIPE LEAKING
020-40001-002		1,735.22	35.00			1,770.22	BUSTED PIPE
025-14301-000		132.48				132.48	HOT WATER HEATER
025-20101-001		56.52				56.52	BUSTED PIPE
027-28401-000		299.40	245.00			544.40	SUPPLY LINE
TOTAL	1,486.38	5,842.73	910.00	0.00	0.00	8,239.11	

COMPLETED

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Authorization to Advertise for Bids for Shepard State
Park Log Cabin Welcome Center, Phase II Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to Advertise for Bids for Shepard State Park Log Cabin
Welcome Center, Phase II Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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:

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

ORDER NUMBER 000-2018

WHEREAS, Phase I of the Shepard State Park Historic Log Cabin Welcome Center project is complete. The work in the phase included disassembly, transportation, and reassembly of the log cabin at the entrances of Shepard State Park, a new foundation for the structure, a new parking lot, sidewalks, RV dump station, etc. The City is now ready to advertise for the second phase of work; and

WHEREAS, the Phase II scope of work includes stairs, landings, guards, handrails, concrete ramp, wall construction and repairs, roof repairs, gutters and downspouts, insulation, sealant, exterior doors, windows, and electrical rough-in; and

WHEREAS, a future third phase will complete interior renovations. The project will be funded through Tidelands.

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 advertise for bids for the Shepard State Park Log Cabin Welcome Center project.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/27/2018
Subject: Authority to Advertise for Bids for the Shepard State Park Log Cabin Welcome Center, Phase II Project

REQUEST:

The Grants and Projects Department requests that City Council authorize staff to advertise for bids for the Shepard State Park Log Cabin Welcome Center, Phase II Project.

BACKGROUND:

Phase I of the Shepard State Park Historic Log Cabin Welcome Center project is complete. The work in the phase included disassembly, transportation, and reassembly of the log cabin at the entrance of Shepard State Park, a new foundation for the structure, a new parking lot, sidewalks, RV dump station, etc. The City is now ready to advertise for the second phase of work.

DISCUSSION:

The Phase II scope of work includes stairs, landings, guards, handrails, concrete ramp, wall construction and repairs, roof repairs, gutters and downspouts, insulation, sealant, exterior doors, windows, and electrical rough-in. A future third phase will complete interior renovations. The project will be funded through Tidelands.

RECOMMENDATION:

The Grants and Projects Director recommends that City Council authorize staff to advertise for bids for the Shepard State Park Log Cabin Welcome Center, Phase II Project.

City Council may:

- 1) Authorize staff to advertise for bid; or
- 2) Not authorize staff to advertise for bid.

ATTACHMENTS:

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for General Construction of the **Shepard Park Welcome Center Phase II** will be received by the City of Gautier, Mississippi until **1:00 PM on Tuesday, September 4, 2018**, and said bids are to be opened and read aloud in the City Council's Meeting Room located in the Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

Envelopes containing the bids must be sealed, addressed to "Sherry Farabee, Purchasing Agent" and designated as bids for the following item described, to wit:

"Shepard Park Welcome Center Phase II"

1. If any envelope is not so marked, any bid contained therein will not be considered.
2. All bids shall be submitted in a sealed envelope addressed to "Sherry Farabee, Purchasing Agent." If a bid is submitted by mail, the address of the City Clerk is Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.
3. All bid envelopes should contain the bidder's name and mailing address, the name of the bid item, and Certificate of Responsibility Number on the face of the sealed envelope.
4. The proposed work provides for the construction of the Shepard Park Welcome Center Phase II. The new construction will include, but not be limited to, selective demolition, construction of new wood stairs, a new wood stair landing, a new concrete accessible ramp, replacement of broken glazing, exterior wall repairs and infill, new wood siding and trim, metal roof panel repairs, structural repairs w/ new CMU piers, new gutters and downspouts, new joint sealants as well as other required ancillary items.
5. The BID DOCUMENTS, consisting of Information for Bidders, Drawings, Specifications and Addenda, may be examined at the locations listed below.
6. The Issuing Office for the Bidding Documents is Goodwyn, Mills & Cawood, Inc., 11 North Water Street, Suite 15250, Mobile, AL 36602, Attn: Katie Fowler (251) 460-4006 katie.fowler@gmcnetwork.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. – 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.
7. General Contractors may procure plans and specifications from the Architect upon payment of a deposit of **Twenty dollars (\$20.00)** for a one time administrative fee for digital/file sharing access or **One Hundred Fifty dollars (\$150.00)** (printed) per set. Contractors are encouraged to use the digital plans. Refunds will be issued for printed sets only issued by the Architect to each **general contract bidder** on the first two (2) sets issued submitting a bonafide bid, upon return of documents in good and reusable condition within ten (10) days of bid date. Additional sets for General Contractors, and sets for subs and vendors, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling and distribution, which is estimated to be the same as the deposit amount.
8. Checks shall be made payable to "Goodwyn, Mills & Cawood, Inc." Bid documents will be mailed only upon receipt of deposit. No bid documents will distributed later than 24

hours prior to the scheduled opening of bids. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

9. For the list of plan holders on this project visit <http://www.gmcnetwork.com/bids/>.
10. The OWNER reserves the right to waive any informality or to reject any and all bids.
11. Each BID must be accompanied by a bid bond, certified check or cashier's check for an amount equal to five percent (5%) of the total base bid.
12. An executed Non-Collusion Affidavit will be required to accompany the bid.
13. The successful Bidder will be required to furnish a 100% Performance Bond, a 100% Labor and Payment Bond, guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the contract.
14. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
15. Each BIDDER must complete and submit with Bid, a current valid Certificate of Responsibility by the Mississippi State Board of Contractors and must show Certificate Number on the face of the sealed proposal envelope. Out-of-the-State bidders must have a similar certificate issued by a similar board of another state which recognizes certificates issued by the Mississippi State Board of Contractors prior to submitting the bid.
16. Bidders must include with their bid; Standard Questionnaire, Financial Statement and other documents as required by Mississippi Law, or under the terms of the Contract Documents.
17. A **PRE-BID MEETING** is scheduled on Tuesday, August 21, 2018 at 10:00 AM in the City Council's Meeting Room, located in the Gautier City Hall, 3330 Highway 90, Gautier, MS. Attendance is strongly encouraged.

CITY OF GAUTIER
Gautier, Mississippi

GOODWYN, MILLS & CAWOOD, INC.
MEMBERS, AMERICAN INSTITUTE OF ARCHITECTS
11 North Water Street, Suite 15250
Mobile, AL 36602
Phone: (251) 460-4006
Fax: (251) 460-4423

TO ADVERTISE:

August 12, August 19, and August 26

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CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Resolution authorizing Mileage Reimbursement for Mayor Torjusen while on official travel for the month of July 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Resolution authorizing Mileage Reimbursement for Mayor Torjusen at the mileage reimbursement rate allowable to federal employees for the use of a privately owned vehicle while on official travel for the month of July 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

**RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING
MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO
PERFORMANCE OF HIS OFFICIAL DUTIES**

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for travel expenses and mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted travel expenses and mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars (\$100.00) per month; and

WHEREAS, in the month of July 2018 Mayor Phil Torjusen travelled along the Gulf Coast of MS for the purpose of meetings with FEMA, One Coast Ambassadors, the MML Conference and other performances of his official duties as the Mayor of Gautier; and

WHEREAS, the personal vehicle of the mayor was used for the above travel;

WHEREAS, the distance of travel was 344 miles; and

WHEREAS, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars (\$100) per month with the mileage expense at the federal approved rate of reimbursement; and

WHEREAS, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member's official duties;

BE IT, THEREFORE, RESOLVED that the mileage reimbursement of \$100 is hereby approved.

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/30/2018
Subject: Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of July 2018.

REQUEST:

Authorization to reimburse for mileage to Mayor Phil Torjusen for the purpose of traveling along the Gulf Coast for meetings.

BACKGROUND:

In the month of July, Mayor Phil Torjusen traveled along the Gulf Coast, MS for the purpose of meetings with FEMA, One Coast Ambassador, the MML Conference and other performances of his official duties using his personal vehicle and traveling 344 miles.

DISCUSSION:

The City Council has budgeted travel expenses and mileage reimbursement for the mayor and council members to travel in performance of their official duties, up to one hundred dollars (\$100) per month.

RECOMMENDATION:

City Clerk recommends reimbursement to Mayor Phil Torjusen for mileage expense in the amount of one hundred dollars (\$100).

ATTACHMENTS:

1. Consent Agenda Item 8 - Council Members Mileage Reimbursement Resolution (Mayor Torjusen July)

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting: August 7, 2018
Title: Authorization to advertise for bids to select a bank depository for the years 2018 and 2019 pursuant to state law

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

Summary Explanation: Authorization is requested to advertise for bids to select a bank depository(s) for the years 2018 and 2019 pursuant to section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Mississippi state law requires local governments to advertise for bids every two years for municipal depositories;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise for bids to select a bank depository(s) for the years 2018 and 2019 pursuant to Section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/30/2018
Subject: Order authorizing the advertisement for proposals to select a bank depository for the years 2018 and 2019 pursuant to state laws.

REQUEST:

City council authorization is requested for the City to advertise for proposals to select bank depositories for the years 2018 and 2019 pursuant to section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

BACKGROUND:

Every two years the City must advertise for depository services. Hancock Bank currently is the City's lead depository and The Peoples Bank is the secondary bank depository. The request for proposal specifies that the City desires a variable interest rate, not fixed, for the most competitive savings rate. The City has utilized the current depositories with varying services for more than 10 years.

RECOMMENDATION:

The City Council shall:

1. Authorize to advertise for proposal bids for the Bank Depository.

ATTACHMENTS:

1. Advertisement for Depository
2. City of Gautier depository bid specs 2018 RFP

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Gautier, Mississippi will receive sealed bids at the Gautier Municipal Building, 3330 Highway 90, Gautier, Mississippi, until 10:00 AM on Wednesday, September 5th, 2018 for the following:

“Bank Depository Services”

Each bank is directed to Sections 27-105-303, 27-105-305, & 27-105-6, Mississippi Code of 1972 Annotated. Specifications are on file in the Administration (City Clerk) Department. Bids shall be delivered to the Purchasing Agent located at 3330 Hwy 90 Gautier, MS 39553 and the envelope(s) plainly marked “Bid – Bank Depository Services”.

Bids shall apply to bank depository services to be rendered from July 2018 through June 2020.

All bid envelopes should contain the bidder’s name and mailing address on the face of the envelope.

The City reserves the right to reject any and all bids and to waive any informality in the bid accepted.

Sherry Farabee
Purchasing Agent
City of Gautier, MS

Publication Dates: August 12th, and 19th, 2018
Open Date: September 5, 2018

Mississippi Press

City of Gautier
Invitation for Bids
(SPECIFICATIONS)

Notice is hereby given to all financial institutions in the City limits of Gautier, Mississippi, whose accounts are insured by Federal Deposit Insurance Corporation of the Federal Savings & Loan Insurance Corporation that the City of Gautier will be accepting sealed bids for the privilege of keeping City funds, for the years 2018 & 2019 pursuant to section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended. Please address submissions to the City of Gautier, Purchasing Department, Attention Sherry Farabee, 3330 Hwy 90, Gautier, MS 39553, and plainly marked on the front of the envelope "Bid City Depository." Proposals may be delivered in person to the Purchasing Department located at 3330 Hwy 90, Gautier, MS. Any proposal sent through the US Mail is done so at the risk of the bank submitting said proposal. The City reserves the right to reject any and all bids.

The intent of the City Council is to select a banking institution that is able to provide all services required to serve as a City Depository / Depositories. The City will continue to solicit investment opportunities from all banks represented in the City limits. Each bank is directed to Sections 27-105-303, 27-105-305, & 27-105-6, Mississippi Code of 1972 Annotated.

The bid proposal shall include the following, with responses indicating the number responding to:

1. Kind of security, as authorized by law, that the bank proposes to give as security for the funds
2. Provide guaranteed minimum interest rate on the NOW and SUPER NOW accounts at 100% of balances (indicating possible rate increase when applicable)
3. Safe deposit box fee (10 X 10 minimum)
4. Minimum balance fee and amount of minimum required if any

5. Demand deposit account fee
6. NOW account fee
7. Money market deposit account fee
8. Stop payment fee
9. Money order processing fee
10. Direct deposit processing fee for payroll and bank's procedure for this service
11. Bank draft fee for processing citizen payments and bank's procedure for this service
12. Acknowledgement that at the beginning of every month a statement will be provided to the City in duplicate showing the daily balances of the City money held during the month next proceeding
13. Designate in your bid if the bank is willing to distribute funds on a daily basis so that all deposits and withdrawals can be made by the City through one bank, in the event the City selects more than one bank as a depository – (indicate if there is a fee)
14. Indicate, if chosen as lead bank, whether your bank will handle opening accounts with other banks
15. Indicate maximum and minimum balance, at any one time, that the City can place on deposit with your financial institution
16. Provide certificate from State Treasurer designating your institution has qualified as an insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation, may qualify as a depository if the institution qualifies as a public funds depository under Section 27-105-5, or a public fund guaranty pool member under Sections 27-105-5 and 27-105-6.
17. Provide electronic banking services on line such as daily/monthly activity statements, view checks that have been paid, view deposits made, issue stop payments, wire transfers, etc. and any fee associated for such services
18. Interest paid on all funds combined on a daily basis.
19. Provide a complete fee / charge schedule.
20. Rates of interest to be paid on checking accounts. If the rate is

subject to change as market conditions fluctuate, please give the proposed rate.

21. Cancelled checks are required to be provided in bank statements and if any fee is charged for service.
22. Any charges for bank statements reflecting activity through the last working day of the each month.
23. The ability to accept credit cards for payment of fees & services. The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of credit cards.
24. The ability to accept debit cards for payments of fees and services.
The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of debit cards.
25. The ability to accept on line payments from our website for payments for fees and services. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the services will be accommodated for acceptance of on line payments.
26. Please provide a copy of the bank's current depository commission certificate.
27. Please provide information, fees or other information concerning other services your bank provides that may be an advantage to the City.

Note:

- The depository designation will be for a period of two (2) years.
- Submission of bid shall also allow your institution to be considered for the City to purchase certificates of deposit. You may submit bid for this purpose only if you so choose.

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:

August 7, 2018

Authorization to enter into an agreement with Brindlee Mountain Fire Apparatus, LLC. to sell, at public auction, the 1994 Emergency One Commercial Cab Tanker/Pumper.

Title:

Introduced by:

Contact Person/Telephone

Fire Chief Robert Jones 497-1656

Summary Explanation: Authorization to enter into an agreement with Brindlee Mountain Fire Apparatus, LLC. to sell, at public auction, the 1994 Emergency One Commercial Cab Tanker/Pumper.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City owns a 1994 Emergency One Commercial Cab Tanker/Pumper; and

WHEREAS, this equipment has ceased to be used for public purposes, and in the opinion of the Fire Chief, Mayor, and Council Members, the sale of this equipment is in the best interest of the City; and

WHEREAS, pursuant to Miss. Code Ann. Section 17-25-25, the City may hire an auction company to sell such equipment by public auction; and

WHEREAS, Brindlee Mountain Fire Apparatus, LLC offers such services; and

WHEREAS, the Fire Department has requested that the City enter into an agreement with Brindlee Mountain Fire Apparatus, LLC to sell, at public auction, the above equipment; and

WHEREAS, upon the auction of such equipment, Brindlee Mountain Fire Apparatus, LLC will receive 10% commission from the exchange to be paid out of the sale proceeds;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City engage Brindlee Mountain Fire Apparatus, LLC to conduct a public auction of the equipment.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 07/30/2018
Subject: Authorization to enter into an agreement with Brindlee Mountain Fire Apparatus, LLC. to sell, at public auction, the 1994 Emergency One Commercial Cab Tanker/Pumper.

REQUEST:

City Council authorization to enter into an agreement with Brindlee Mountain Fire Apparatus, LLC to sell, at public auction, the 1994 Emergency One Commercial Cab Tanker/Pumper.

BACKGROUND:

This equipment has ceased to be used for public purposes, and in the opinion of the Fire Chief the sale of this equipment is in the best interest of the City.

DISCUSSION:

Upon the auction of such equipment, Brindlee Mountain Fire Apparatus, LLC will receive 10% commission from the exchange to be paid out of the sale proceeds.

RECOMMENDATION:

The City Shall enter into an agreement with Brindlee Mountain Fire Apparatus, LLC to sell at public auction, the above equipment.

ATTACHMENTS:

1. Consent Agenda Item 10 - Authorization to enter into agreement with Brindlee Mountain Fire Apparatus, LLC

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Approval and authorization to pay business
landlord searching expenses totaling \$2,500.00 to
Chris and Crystal Ramsdell for the Martin Bluff
Road Widening Project STP-9194-00(001)
LPA/105069-801000

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval and authorization to pay business landlord searching expenses totaling \$2,500.00 to Chris and Crystal Ramsdell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

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 000-2018

WHEREAS, the Martin Bluff Widening Project requires payment of certain moving expenses for those individuals relocated as a result of the widening; and

WHEREAS, the City has contracted with ROW Technologies to negotiate, pursuant to state law, the payment of such expenses; and

WHEREAS, pursuant to that agreement, ROW Technologies has recommended payment of business landlord searching expenses totaling \$2,500.00 to Chris and Crystal Ramsdell; and

WHEREAS, the Mayor and Members of Council find that such payment is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that payment of the business landlord searching expenses (totaling \$2,500.00) to Chris and Crystal Ramsdell for the Martin Bluff Widening Project STP-9194-00(001) LPA/105069-801000 is hereby approved and authorized.

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

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 7, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/31/2018
Subject: Martin Bluff Road Widening Project - Approval and authorization to pay business landlord searching expenses totaling \$2,500 to Chris and Crystal Ramsdell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Grants & Projects Department requests that City Council approve and authorize payment for business landlord searching expenses totaling \$2,500 to Chris and Crystal Ramsdell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10.

DISCUSSION:

This cost includes business landlord searching expenses totaling \$2,500. Mr. and Mrs. Ramsdell searched for a replacement location, but were not able to find a replacement within their financial means. Therefore, they will not be claiming reestablishment expenses, and their file will be closed. This is the final payment to this business landlord for searching expenses.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize payment for business landlord searching expenses totaling \$2,500 to Chris and Crystal Ramsdell for the Martin Bluff Road Widening Project.

The City Council may:

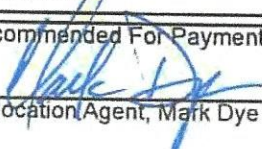
- 1) Approve business landlord reestablishment expenses totaling \$2,500 for the Martin Bluff Road Widening Project; or
- 2) Not approve business landlord reestablishment expenses totaling \$2,500 for the Martin Bluff Road Widening Project.

ATTACHMENTS:

1. ROW Invoice

Date July 13, 2018**INVOICE - RIGHT OF WAY**

P.O. Number 941/

State _____		Vendor No. <u>V99941ROWY0</u>		Customer Acct. No. _____		Acquired By: Agreement _____ Settlement _____ Condemnation _____ Special _____ Circuit _____ Supreme _____		Nature of Title Fee Simple _____ Perm. Ease _____ Temp. Ease _____ D.E. _____ 84-01 RELOCATION	
Payee <u>Chris and Crystal Ramsdell</u>									
Mortgagee <u>N/A</u>						TIN NO. <u>426-43-4104</u>			
Address <u>8200 Mesa Drive</u>									
<u>Gautier, MS 39553</u>									
Project No. <u>STP 9194-00-(001)</u>		County <u>Jackson</u>		45-1		File No. <u>Chris and Crystal Ramsdell</u>			
Project No. <u>LPA/105069-801000</u>									
Description								Amount	
BUSINESS LANDLORD Searching Expenses								\$ 2,500.00	
W-9 SIGNED 4-11-16 HOLD CHECK FOR RELOCATION AGENT MARTIN BLUFF ROAD WIDENING PROJECT									
TOTAL INVOICE								\$ 2,500.00	
Recommended For Payment  Relocation Agent, Mark Dye				Approved <u>Paula Yancey, City Manager</u>		Paid By Warrant No. _____ Req. No. _____ Date _____			
Relocation Reviewer, Bruce Fogg				Signature _____					
OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.		Amount	Parcel No.	Acres	

**CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet**

Council Meeting:
Title:

August 7, 2018
Resolution requesting the Mississippi Legislature to amend the applicable sales tax laws and use tax laws to provide the 18.5 percent of the sales tax collected from internet interstate sales shall be paid to the municipalities as currently provided for in-state sales

Introduced by:
Contact Person/Telephone

City Attorney Josh Danos

Summary Explanation: Resolution requesting the Mississippi Legislature to amend the applicable sales tax laws and use tax laws to provide the 18.5 percent of the sales tax collected from internet interstate sales shall be paid to the municipalities as currently provided for in-state sales.

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	☐
☐		☐		☐		☐		☐	

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:

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

RESOLUTION NUMBER 000-2018

RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE TO AMEND THE APPLICABLE SALES TAX LAWS AND USE TAX LAWS TO PROVIDE THAT 18.5 PERCENT OF THE SALES TAX COLLECTED FROM INTERNET INTERSTATE SALES SHALL BE PAID TO THE MUNICIPALITIES AS CURRENTLY PROVIDED FOR IN-STATE SALES; AND FOR RELATED PURPOSES

WHEREAS, the rapidly growing use of online purchases by Mississippians has already dramatically altered the source sites of retail sales in Mississippi and has already had a major impact on the operating budgets of municipalities throughout the state of Mississippi; and

WHEREAS, the U.S. Supreme Court in the case of *South Dakota v. Wayfair, Inc.*, et al, has held that states have the legal authority to tax interstate sales in the same manner as intrastate sales; and

WHEREAS, the State of Mississippi should enact amendments to applicable sales and use tax laws that would tax interstate sales on the Internet in the same manner as intrastate sales; and

WHEREAS, amendments to tax interstate Internet sale should distribute the collected taxes in the same proportions as currently exist for municipal allocations of sales tax collected by the Department of Revenue—i.e. out of the 7% total sales tax, 18.5% should be distributed to municipalities and 81.5 % to the State treasury; and

WHEREAS, if the Legislature adopts amendments contrary to the longstanding allocation of sales tax between the municipalities and the State, the consequences of the declining source of sales tax revenues for cities would compel cities either to make dramatic cuts in basic services for law enforcement, public safety, health and welfare of

the citizens of Mississippi, most of whom live within incorporated municipalities, or raise property taxes.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAUTIER THAT:

Section One: The findings, conclusions, and statements of fact and policy contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

Section Two: The Mayor and City Council of the City of Gautier respectfully request the Mississippi Legislature, Governor, Lieutenant Governor, and Speaker of the House, to amend the applicable state laws pertaining to sales tax and use tax to collect sales tax from interstate Internet sales to Mississippians and to continue the current 18.5% allocation of the 7% sales tax to municipalities.

Section Three: The City Clerk is directed to send certified copies of this resolution to the Governor, Lieutenant Governor, Speaker of the House, Secretary of the Senate, and Clerk of the House, with our respectful request that it be distributed to all members of the Legislature; further, City Clerk is directed to email copies of this resolution to each member of the Coast Legislative Delegation, and to local and statewide press.

Section Four: This resolution shall take effect and be enforced from and after passage.

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 7, 2018.

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Approval of a Mobile App Agreement with Cloud 12 Publishing

Introduced by:
Contact Person/Telephone

Paula Yancey, City Manager

Summary Explanation: Approval of a Mobile App Agreement with Cloud 12 Publishing.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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:

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

ORDER NUMBER 000-2018

WHEREAS, the City of Gautier desires to utilize the resources of a Mobile App to disseminate City information to the public; and

WHEREAS, Cloud 12 Publishing has offered to provide a Mobile App platform for this purpose, at no cost to the City, pursuant to the attached Agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering this Agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Mobile App Agreement with Cloud 12 Publishing is hereby authorized and approved.

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

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 7, 2018.



THIS AGREEMENT (hereinafter, "Agreement") is made by and between Cloud 12 Publishing, (hereinafter, "the Designer"), and the City of Gautier, MS (hereinafter, "Client"), on this 8th day of August, 2018.

WHEREAS, the Designer has constructed and designed a Mobile App specific to the City of Gautier, and wishes to offer the use of said app to the City of Gautier at no cost to the Client; and

WHEREAS, the Client wishes to utilize the Mobile App as described herein, and in exchange for this use, hereby agrees that it will use no other Mobile App for the purposes described herein;

NOW THEREFORE, the Client and Designer hereby agree to the following provisions:

1. Designer Responsibilities: Designer will create, maintain, and promote a Mobile App which provides local information relating to the City of Gautier. The Mobile App will remain the property of the Designer; and the Client will have no responsibility for the costs associated with creation, maintenance, or promotion of the Mobile App. The Mobile App will provide a digital platform for the Client to disseminate information pertinent to City matters, including, but not limited to safety updates, notices, event promotion, etc. Designer will coordinate with the Client regarding the design of the Mobile App, and incorporate all reasonable design features requested by the Client. Designer retains the right to place additional content on the Mobile App, such as advertisements, however the Client reserves the right to reject any such content which, in its sole discretion, does not comport with the values and direction of the City.
2. Client Responsibilities: Client agrees to utilize no other Mobile App for dissemination of the above-described information. This does not preclude the City's use of online platforms which, as part of their services, have Mobile Apps, such as Facebook. Additionally, the City may continue to use any and all media to promote the City which is currently in use at the time of this Agreement. Client agrees to access the Mobile App and upload City information as deemed appropriate, in the sole discretion of the City. Client agrees to provide Designer with Design Requirements so that the Mobile App may be completed to Client's satisfaction.
3. Term and Termination: The primary term for this agreement shall be for a period of one (1) year commencing on the date of this agreement, and shall automatically renew each year on the anniversary date of this Agreement for successive terms of twelve (12) months each. Either party may terminate this agreement at any time without cause on thirty (30) days' written notice to the following individuals and addresses:

Paula Yancey
City of Gautier
3330 HWY 90
Gautier, MS 39553

Paul Purvis
Cloud 12 Publishing

4. Indemnification: Designer shall indemnify and hold harmless Client for any claims, loss, damage, or expenses, including Attorney fees and court costs arising out of or due to Agency's negligence.
5. Assignment: This Agreement shall not be assignable in whole or in part by either Party without the written consent of the other Party.
6. Entire Agreement: All agreements between Designer and Client are incorporated herein and no statement made by either party shall vary the terms herein expressed.
7. Independent Contractor Relationship: Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.
8. Governing Law: This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Mississippi, without regard to principles of conflicts of law. The Parties hereby (a) consent to the jurisdiction of all state and federal courts sitting in County, Mississippi (b) agree that venue for any such action shall lie exclusively in such courts, and (c) agree that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement.

CLOUD 12 PUBLISHING

BY: _____

NAME: Paul Purvis

TITLE: _____

DATE: _____

CITY OF GAUTIER

BY: _____

NAME: Paula Yancey

TITLE: City Manager

DATE: _____

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Receive July 2018 Privilege License Report

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Receive July 2018 Privilege License Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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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 000-2018

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for July 2018 is hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2018.

City of Gautier

Business Registry

July 2018

<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
584	2019-06-0005951	Adacian Ambulance Service	\$30.00	Delinquent
1435	2019-06-0005952	New York Pizza	\$45.00	Delinquent
650	2019-07-0005953	The Magnolia Inn of Gautier	\$30.00	Current
611	2019-06-0005954	Crown of Glory Beauty Salon	\$22.00	Delinquent
1328	Closed	Allen's Tire & Wheel	Closed	Closed
1330	2019-07-0005955	Circle K Store	\$95.00	Current
1329	2019-07-0005956	World Acceptance Corp	\$20.00	Current
1489	2019-07-0005957	C & S Enterprises	\$20.00	New
649	2019-07-0005958	Batson & Brown Inc.	\$30.00	Current
653	2019-07-0005959	College Villa	\$20.00	Current
651	2019-07-0005960	Canine Clips	\$20.00	Current
1490	2019-07-0005961	Singing River Apartments	\$20.00	New
1003	2019-07-0005962	AD2, Inc.	\$20.00	Current
998	2019-07-0005963	Hanger Prosthetics	\$20.00	Current
1491	2019-07-0005964	Cole's Kitchen	\$20.00	New
1373	2019-07-0005965	National Entertainment Network	\$70.00	Current
377	2019-06-0005966	HMS Incorporated	\$22.00	Delinquent
1261	2019-04-0005967	Kay Lynn Salon	\$22.40	Delinquent
778	2019-07-0005968	Collision Depot	\$20.00	Current
654	2019-07-0005969	Delo's Heavenly House of Coffee	\$20.00	Current
652	2019-07-0005970	Casual Cuts	\$20.00	Current
772	2019-06-0005971	G.T. Enterprises	\$22.00	Delinquent
1327	2019-07-0005972	Dollar General #15710	\$90.00	Current
780	2019-07-0005973	Sailmaker's Supply	\$20.00	Current
1372	2019-07-0005974	Boost Mobile Advanced Cellular	\$24.20	Delinquent
1492	2019-07-0005975	Get Your Sweets On	\$20.00	New
1416	Closed	nesha Bradford Quality Cleaning Serv	\$0.00	Closed
1434	2019-06-0005976	Union Bay LLC	\$22.00	Delinquent

331	2019-07-0005977	JWK Carpet, Inc.	\$20.00	Current
1493	2019-07-0005978	NY Liquor	\$20.00	New
1372	2019-07-0005979	Boost Mobile Advanced Cellular	\$20.00	Current
		New Business	5	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	2	
		Delinquent Renewals Issued	8	

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
August 7, 2018**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
