

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 21, 2018 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Office closed Monday, September 3, 2018 in observance of Labor Day.**
- 2. Gautier's Farmers Market (2nd Saturday Monthly) May - October 8:00 AM until 12:00 PM at George Martin City Park**

IV. Presentation Agenda

- 1. Certificate of Appreciation for Gautier High School Coaching Staff and Football Team for the 2018 Youth Football Camp**
- 2. Certificate of Appreciation for Coach Andrew Pickens, Gautier Middle School and High School Basketball Coach for the Gautier Youth Basketball Camp.**
- 3. Martin Bluff Road Widening Update by Jeff May, Michael Baker International**

V. Business Agenda

- 1. Receive and Accept Audited Financial Statements for the year ended September 30, 2017, and authorization to publish a synopsis of same.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **Approval of an Ordinance to adopt the 2018 ICC Building Code, 2017 National Electrical Code and other related codes**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Approval of Supplemental Agreement #1 for Additional Services for Martin Bluff Road Widening and Improvements Project STP-9194-00(0001)LPA/105069-801000**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Robinson Still Road Water Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Approval of minutes from Special Call Meeting held July 31, 2018 and Regular Meeting held August 7, 2018**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Approval of minutes from Budget Meeting held August 9, 2018**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **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. **Reappointment of Doug Mansfield as Civil Service Commissioner**
2. **Request to waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00 at the George Martin City Park for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event**
3. **Receive June 2018 Finance Report**

4. Order authorizing Mayor Phil Torjusen to travel to Washington D.C. for the Mississippi Local Leaders White House Conference.
5. Resolution removing various office equipment from the City of Gautier's inventory and declaring the equipment surplus.
6. Resolution requesting approval to implement the Bemis Sewer Project in accordance with Section 3 requirements.
7. Approval of water and sewer adjustments dated August 2018 in the amount of \$23,353.17.
8. Authorization for the City Clerk to run the attached advertisement on August 26th and September 2nd.

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 September 4, 2018 at 6:30 PM
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
August 21, 2018**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Office closed Monday, September 3, 2018 in observance of Labor Day.
2. Gautier's Farmers Market (2nd Saturday Monthly) May – October 8:00 AM until 12:00 PM at George Martin City Park.

NOTES:

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the first Monday in September as the day for the observance of Labor Day, and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

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

MONDAY, SEPTEMBER 3, 2018

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 8th day of August, 2018.



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



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
August 21, 2018**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. Certificate of Appreciation for Gautier High School Coaching Staff and Football Team for the 2018 Youth Football Camp.**
- 2. Certificate of Appreciation for Coach Andrew Pickens, Gautier Middle School and High School Basketball Coach for the Gautier Youth Basketball Camp**
- 3. Martin Bluff Road Widening Update by Jeff May, Michael Baker International**

NOTES:

Certificate of Appreciation

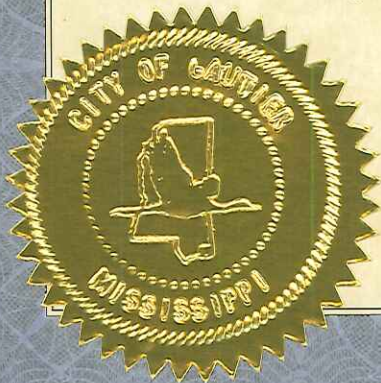
Presented to
Gautier High School
Football Coaching
Staff & Team

For hosting the City of Gautier's
Annual Football Camp.

Thanks to volunteers and organizations like yours, the children of our
City become better citizens through youth sports.

Signed This Day, August 21, 2018

Mayor Phil Torjusen



Certificate of Appreciation

Presented to
Coach Andrew Pickens

For volunteering his time and effort in the
City of Gautier's 2018 Basketball Camp.

Thanks to volunteers like you, the children of our
City become better citizens through youth sports.

Signed This Day, August 21, 2018

Mayor Phil Torjusen



Certificate of Appreciation

Presented to
Coach Scott Stalnaker

For volunteering his time and effort in the
City of Gautier's 2018 Basketball Camp.

Thanks to volunteers like you, the children of our
City become better citizens through youth sports.

Signed This Day, August 21, 2018

Mayor Phil Torjusen



Certificate of Appreciation

Presented to
Coach Keisha Keys

For volunteering her time and effort in the
City of Gautier's 2018 Basketball Camp.

Thanks to volunteers like you, the children of our
City become better citizens through youth sports.

Signed This Day, August 21, 2018

Mayor Phil Torjusen



Certificate of Appreciation

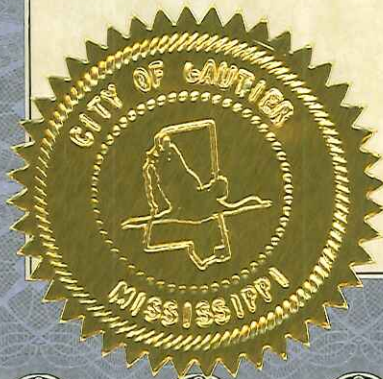
Presented to
Coach Mary Bradley

For volunteering her time and effort in the
City of Gautier's 2018 Basketball Camp.

Thanks to volunteers like you, the children of our
City become better citizens through youth sports.

Signed This Day, August 21, 2018

Mayor Phil Torjusen



Certificate of Appreciation

Presented to
Coach Jennifer Peterson

For volunteering her time and effort in the
City of Gautier's 2018 Basketball Camp.

Thanks to volunteers like you, the children of our
City become better citizens through youth sports.

Signed This Day, August 21, 2018

Mayor Phil Torjusen



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

Council Meeting:
Title:

August 21, 2018
Receive and Accept Audited Financial Statements
for the year ended September 30, 2017, and
authorization to publish a synopsis of same

Introduced by:
Contact Person/Telephone

City Manager 497-8000 Ext. 306

Summary Explanation: Receive and Accept Audited Financial Statements for the year ended September 30, 2017, and authorization to publish same.

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, pursuant to Miss. Code Ann Section 21-35-31, the City is required to have its municipal books audited annually;

WHEREAS, the City has retained a firm to perform such an audit, and these services are complete;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Audited Financial Statements and Special Reports for the year ended September 30, 2017 is hereby received and accepted.

IT IS FURTHER ORDERED that a synopsis of the audit be published in accordance with state law.

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 21, 2018.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

For the Year Ended September 30, 2017

CITY OF GAUTIER, MISSISSIPPI
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For the Year Ended September 30, 2017

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INTRODUCTORY SECTION

ELECTED OFFICIALS
As of September 30, 2017



Phil Torjusen
Mayor



Mary Martin
Councilwoman At-Large



Cameron B. George
Councilman, Ward 1



Richard "DJ" Jackson
Councilman, Ward 2



Casey Vaughan
Councilman, Ward 3

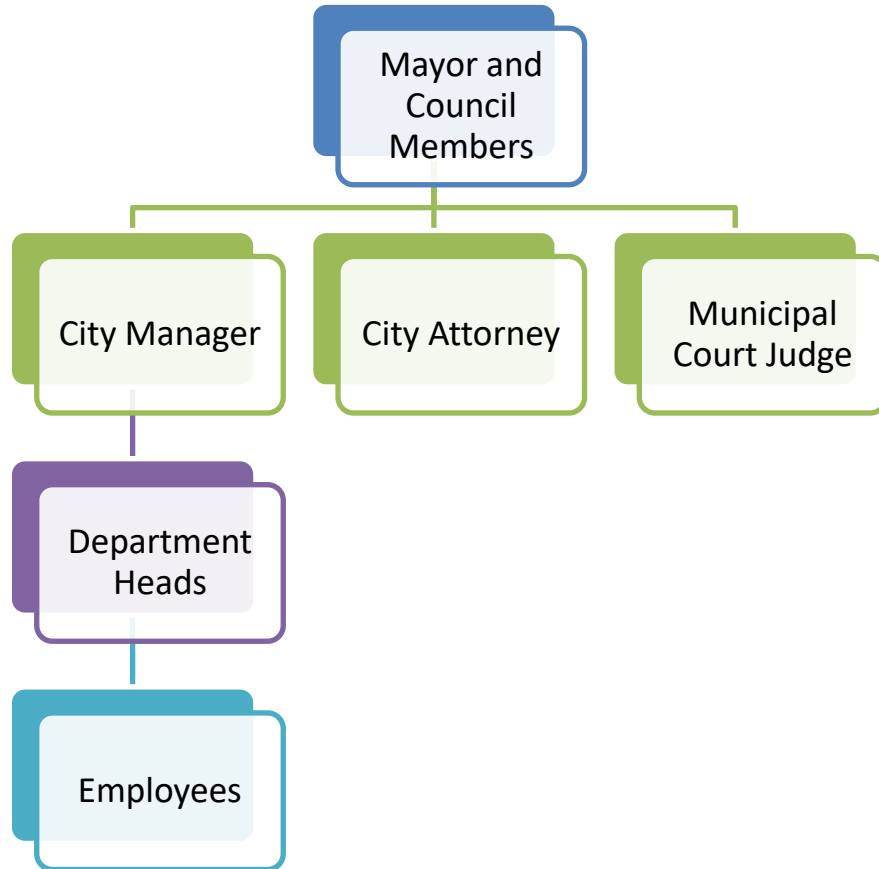


Charles "Rusty" Anderson
Councilman, Ward 4



Adam Colledge
Councilman, Ward 5

ORGANIZATION CHART
As of September 30, 2017



FINANCIAL SECTION

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

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CHARLENE KERKOW, CPA

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MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
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INDEPENDENT AUDITORS' REPORT

August 7, 2018

Honorable Mayor and
City Council of
City of Gautier, Mississippi

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of September 30, 2017, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedule and corresponding notes, the Schedule of the City's Proportionate Share of the Net Pension Liability, and the Schedule of the City's Contributions, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Gautier, Mississippi's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

The Schedule of Surety Bonds for City Officials has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 7, 2018, on our consideration of City of Gautier, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Gautier, Mississippi's internal control over financial reporting and compliance.

Other Reporting Required by *State of Mississippi*

In accordance with the State of Mississippi, we have also issued our report dated August 7, 2018, on our consideration of the City of Gautier's compliance with state laws and regulations. The purpose of that report is to describe the scope of our testing of internal controls over compliance with state laws and regulations and the result of that testing, and not to provide an opinion on internal controls or compliance. That report is an integral part of an audit performed in accordance with state guidelines in considering the City of Gautier's internal control over financial reporting and compliance.

MANAGEMENT DISCUSSION AND ANALYSIS

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017



MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Gautier, Mississippi's (the City) Annual Financial Report presents a narrative overview and comparative analysis of the financial activities of the City for the fiscal year ended September 30, 2017 and 2016. Readers are encouraged to consider the information presented here in conjunction with the basic financial statements that immediately follow.

City of Gautier is located on the Mississippi Gulf Coast. According to the United States Census Bureau, the estimated population of City of Gautier as of July 1, 2017, is 18,512. The median household income is \$47,931 with over 89.8% of persons 25 years or older holding a high school degree or higher.

Government-wide Financial Highlights

- Total net position increased \$4,031,681 or 11% from 2016 primarily due to increased grant revenues received.
- General revenues amounted to of \$8,662,234 or 38% of total revenues. This amount increased \$105,907 from 2016. Program revenues amounted to \$14,149,254 or 62% of total revenues, which increased \$3,994,503 from 2016. This increase was mostly due to the federal revenues received for capital projects.
- Capital assets, net of accumulated depreciation, increased by \$2,098,352 in the governmental activities and decreased \$1,253,782 in the business-type activities during 2017. The increase in governmental capital assets is primarily as a result of the purchases of land associated with the Martin Bluff project. The decrease in business-type activities stems from annual depreciation.
- Long-term debt increased by \$636,281 in the governmental activities primarily due to a new capital improvement loan associated with the Allen Road project. This amount also includes a \$13,896 increase in compensated absences which represents amounts that would be due to an employee from the City upon termination of employment. Long-term debt decreased by \$2,082,833 in the business-type activities. The City's total debt outstanding at September 30, 2017 is \$20,457,441 which the liability for compensated absences is \$366,083.

Fund Highlights

- *General Fund* – This fund is used for the general operations of the City. The General Fund had \$8,685,247 in revenues, which shows an increase of \$378,463 from 2016 and \$8,723,917 in expenditures, an increase of \$9,566 from 2016, in the current year. The General Fund's fund balance decreased by \$39,704.
- *\$7M Capital Improvement Bond* – This fund is used to account for bond proceeds received for construction and repair of the City's infrastructure. The fund balance of \$935,093 represents monies still available for construction and repair.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017

Using this Annual Financial Report

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City of Gautier as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole City, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Gautier as a Whole

Statement of Net Position and the Statement of Activities

While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2017?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by the private sector companies. These bases of accounting take into account all of the current year's revenues and expenses regardless of when the cash is received or paid.

These two statements report the City's net position and the changes in those assets. This change in assets is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, the City's activities are reported as governmental and business-type activities, which include all of the City's services including general government, police, fire, public works, culture and recreations, community services, water and sewer and solid waste. The City of Gautier has no component units.

Table 1 and Table 2 provide a summary of the City's net position and changes in net position for 2017 compared to 2016.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017

TABLE 1
Condensed Statement of Net Position
September 30, 2017 and 2016

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Assets						
Current assets	\$ 9,611,401	8,716,966	5,382,490	3,901,478	14,993,891	12,618,444
Capital assets	20,180,831	18,082,479	41,721,945	42,975,727	61,902,776	61,058,206
Total Assets	29,792,232	26,799,445	47,104,435	46,877,205	76,896,667	73,676,650
Deferred Outflows	903,965	1,891,971	-	-	903,965	1,891,971
Liabilities						
Current liabilities	689,112	802,497	1,017,858	1,075,463	1,706,970	1,877,960
Non-current liabilities	19,173,667	18,868,883	12,920,150	15,002,983	32,093,817	33,871,866
Total Liabilities	19,862,779	19,671,380	13,938,008	16,078,446	33,800,787	35,749,826
Deferred Inflows	4,452,006	4,302,637	-	-	4,452,006	4,302,637
Net Position						
Investment in capital assets, net of related debt	13,009,623	11,533,656	31,578,702	32,095,604	44,588,325	43,629,260
Restricted net assets	701,952	1,034,850	832,535	1,550,346	1,534,487	2,585,196
Unrestricted	(7,330,163)	(7,851,107)	755,190	(2,847,191)	(6,574,973)	(10,698,298)
Total Net Position	\$ 6,381,412	4,717,399	33,166,427	30,798,759	39,547,839	35,516,158

TABLE 2
Condensed Statement of Activities
September 30, 2017 and 2016

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Revenues:						
Program revenues	\$ 3,975,910	1,849,457	10,173,344	8,305,267	14,149,254	10,154,724
General revenues	8,103,245	8,048,470	558,989	507,857	8,662,234	8,556,327
Total revenues	12,079,155	9,897,927	10,732,333	8,813,124	22,811,488	18,711,051
Expenses:						
General government	2,594,421	2,730,130	-	-	2,594,421	2,730,130
Public safety	6,663,535	6,025,392	-	-	6,663,535	6,025,392
Public works	814,529	1,190,246	-	-	814,529	1,190,246
Culture and recreation	615,884	209,575	-	-	615,884	209,575
Interest on long-term debt	243,273	238,804	-	-	243,273	238,804
Water and sewer	-	-	6,931,569	7,329,372	6,931,569	7,329,372
Solid waste	-	-	916,596	1,074,643	916,596	1,074,643
Total expenses	10,931,642	10,394,147	7,848,165	8,404,015	18,779,807	18,798,162
Transfers	516,500	(100,000)	(516,500)	100,000	-	-
Increase (Decrease) in net assets	1,664,013	(596,220)	2,367,668	509,109	4,031,681	(87,111)
Net Position - beginning, restated	4,717,399	5,313,619	30,798,759	30,289,650	35,516,158	35,603,269
Net Position - ending	\$ 6,381,412	4,717,399	33,166,427	30,798,759	39,547,839	35,516,158

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017

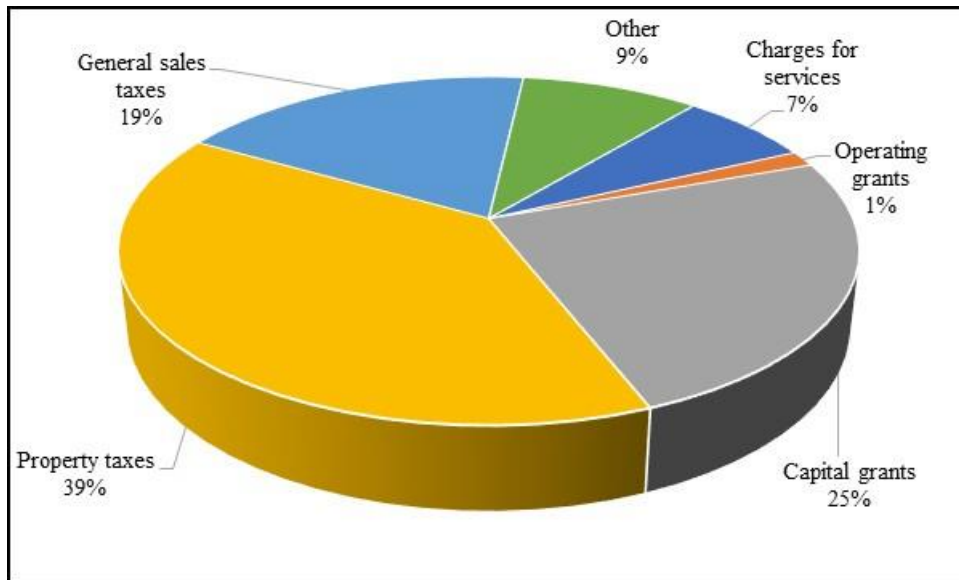
Governmental Activities

Total net position increased \$1,664,013 as a result primarily due to an increase in grant revenues.

Under the accrual basis of accounting, general revenues amounted to of \$8,103,245 or 67% of total revenues. This amount increased \$54,775 from 2016. Program revenues amounted to \$3,975,910 or 33% of total revenues, which increased \$2,126,453 from 2016.

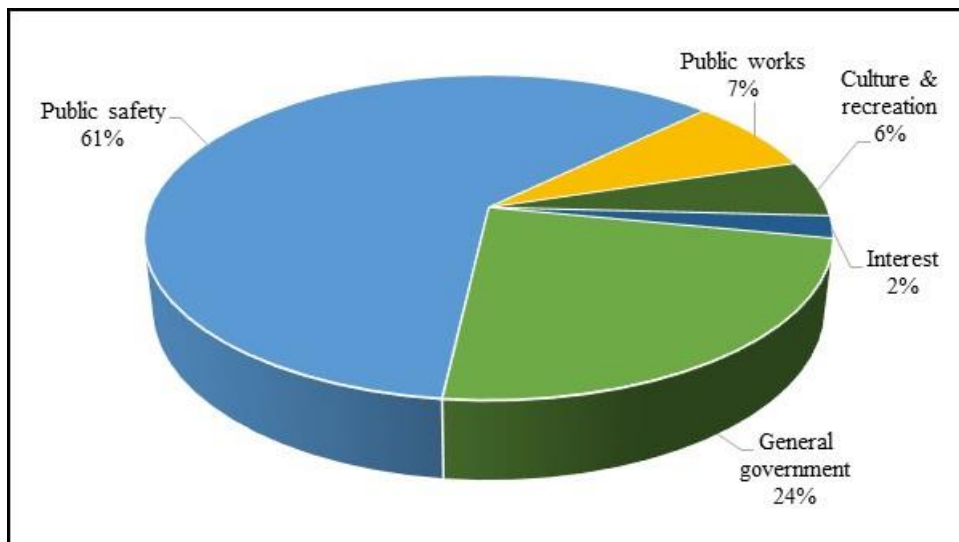
Several revenue sources fund our governmental activities. The following chart shows the City's total general revenues and program income that is used to offset governmental expenses.

Chart 1 – Governmental Revenue Sources



Major governmental expense activities are shown in the following chart.

Chart 2 – Governmental Activities



CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017

Business-type activities

Net position for the business-type activities was \$33,166,427, an increase of \$2,367,668. Charges for services increased approximately \$1,933,157 due primarily to an increase in collections.

Reporting the City of Gautier's Most Significant Funds

Fund Financial Statements

Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds, which account for the multitude of services provided to the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Gautier, the City's major funds are the General and \$7M Capital Improvement Bond funds.

Governmental Funds

The City's governmental funds focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future on services provided to the City's residents. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

Proprietary Funds

The City's proprietary funds focus on business-type activities conducted by the City. These funds are reported using the accrual method of account, which uses an "economic resources" measurement focus. Under the accrual basis of accounting revenues are recognized in the period in which they are earned regardless of when cash flows occur. Expenses are recorded when the recognized service is performed or the goods are received regardless of when the invoice is paid. Proprietary Fund information helps you to determine whether business-type activities are self-maintaining or if they are being subsidized by general government revenues. The proprietary funds show operating revenues and expenses that support the primary operations of the fund.

Fiduciary Funds

Fiduciary Funds show amounts held by the City for the benefit of others and clearing accounts used by the city to track payroll expenditures and property tax receipts and disbursements.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017

The City's Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable and nonspendable resources. Such information may be useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use at the end of the fiscal year. These funds are accounted for by using the modified accrual basis of accounting. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

General Fund Budgeting Highlights

The City's budget is prepared according to Mississippi law and is based on accounting for certain transactions on a basis of cash receipts, disbursements and encumbrances. Governmental auditing standard require that cities present budgetary comparison schedules as required supplementary information to the financial statements. The most significant budgeted fund is the General Fund.

During the course of 2017, the City amended its general fund budget. All recommendations for a budget change come from the City Clerk to the Board of Alderman for approval. State law does not allow budget changes that modify functional levels of budget amounts within a department without board approval. With the General Fund supporting many of our major activities, such as our police and fire departments, as well as most legislative and executive activities, the General Fund is monitored closely looking for possible revenue shortfalls or over spending by individual departments.

Capital Assets

Table 3 shows the Changes in Capital Assets for the years ended September 30, 2017 and 2016.

TABLE 3
Schedule of Capital Assets (Net of Accumulated Depreciation)
September 30, 2017 and 2016

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Land	\$ 4,768,936	3,382,460	1,190,870	1,190,870	5,959,806	4,573,330
Construction in progress	1,045,701	1,126,979	-	-	1,045,701	1,126,979
Buildings	2,329,301	2,385,747	-	-	2,329,301	2,385,747
Infrastructure	11,079,013	10,648,807	37,020,037	38,123,928	48,099,050	48,772,735
Mobile equipment	291,778	402,049	512,212	586,864	803,990	988,913
Leased equipment	666,102	136,437	2,998,826	3,074,065	3,664,928	3,210,502
Total	<u>\$ 20,180,831</u>	<u>18,082,479</u>	<u>41,721,945</u>	<u>42,975,727</u>	<u>61,902,776</u>	<u>61,058,206</u>

The primary increase in capital assets occurred due to land purchases.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2017

General Long-term Obligations

At September 30, 2017, the City had \$20,457,441 outstanding debt obligations, which included \$366,083 of compensated absences payable.

TABLE 4
Schedule of Long-term Debt
September 30, 2017 and 2016

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
General Obligation Bonds	\$ 5,860,000	6,425,000	-	-	5,860,000	6,425,000
Revenue Refunding Bonds	-	-	2,745,000	4,075,000	2,745,000	4,075,000
Special Obligation Bonds	-	-	2,955,000	3,090,000	2,955,000	3,090,000
Capital Improvement Loans	731,738	-	-	-	731,738	-
Revolving Loans	-	-	4,360,970	4,773,768	4,360,970	4,773,768
Capital Leases	579,470	123,823	2,827,273	3,016,355	3,406,743	3,140,178
Add: Bond Premium*	-	-	31,907	47,860	31,907	47,860
Compensated Absences	366,083	352,187	-	-	366,083	352,187
Total	<u>\$ 7,537,291</u>	<u>6,901,010</u>	<u>12,920,150</u>	<u>15,002,983</u>	<u>20,457,441</u>	<u>21,903,993</u>

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over time as people leave or retire. This liability refers to vacation pay for employees of the city. See Note 1 for more details.

Contact the City's Financial Management

Questions about this report or requests for additional financial information may be addressed to:

Paula Yancy, City Manager
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553
(228) 497-8000

FINANCIAL STATEMENTS

City of Gautier, Mississippi

Statement of Net Position

September 30, 2017

	<u>Governmental</u>	<u>Business-Type</u>	<u>Total</u>
Assets			
Current assets			
Cash	\$ 3,397,014	1,850,984	5,247,998
Taxes receivables	4,724,424	-	4,724,424
Customer accounts receivable (net of allowance)	-	1,298,266	1,298,266
Fines receivable (net of allowance)	495,270	-	495,270
Intergovernmental receivables	791,117	-	791,117
Premium receivable	76,523	-	76,523
Intra-agency receivables	127,053	-	127,053
Restricted current assets - cash	-	2,233,240	2,233,240
Total Current Assets	<u>9,611,401</u>	<u>5,382,490</u>	<u>14,993,891</u>
Capital assets			
Land and construction in progress	5,814,637	1,190,870	7,005,507
Other capital assets (net of accumulated depreciation):			
Buildings	2,329,301	-	2,329,301
Infrastructure	11,079,013	37,020,037	48,099,050
Mobile equipment	291,778	512,212	803,990
Equipment under capital leases	666,102	2,998,826	3,664,928
Total Capital Assets	<u>20,180,831</u>	<u>41,721,945</u>	<u>61,902,776</u>
Total Assets	<u>\$ 29,792,232</u>	<u>47,104,435</u>	<u>76,896,667</u>
Deferred Outflow of Resources			
Deferred amounts on pension	\$ 903,965	-	903,965
Total Deferred Outflow of Resources	<u>\$ 903,965</u>	<u>-</u>	<u>903,965</u>
Liabilities			
Current liabilities:			
Claims and wages payable	\$ 258,919	28,337	287,256
Accrued interest payable	37,583	311,913	349,496
Grant revenue not earned	173,387	-	173,387
Claims and judgements payable	219,223	-	219,223
Payable from restricted assets - Customer deposits	-	677,608	677,608
Noncurrent Liabilities:			
Net pension liability	11,636,376	-	11,636,376
Due within one year			
Capital debt	782,061	757,856	1,539,917
Noncapital debt	22,113	1,370,953	1,393,066
Due in more than one year			
Capital debt	6,389,147	9,385,387	15,774,534
Noncapital debt	343,970	1,405,954	1,749,924
Total Liabilities	<u>\$ 19,862,779</u>	<u>13,938,008</u>	<u>33,800,787</u>
Deferred Inflows of Resources			
Property tax for future reporting period	\$ 4,131,108	-	4,131,108
Deferred amount on pension	320,898	-	320,898
Total Deferred Inflows of Resources	<u>\$ 4,452,006</u>	<u>-</u>	<u>4,452,006</u>
Net Position			
Investment in capital assets, net of related debt	\$ 13,009,623	31,578,702	44,588,325
Restricted Net Position:			
Non-expendable	4,839	-	4,839
Expendable:			
Restricted for debt service	-	761,670	761,670
Restricted for grant/bond purposes	-	70,865	70,865
Restricted for public safety	697,113	-	697,113
Unrestricted	(7,330,163)	755,190	(6,574,973)
Total Net Position	<u>\$ 6,381,412</u>	<u>33,166,427</u>	<u>39,547,839</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Activities
For the Year Ended September 30, 2017

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:					\$		
General government	\$ 2,594,421	137,410	2,215	-	(2,454,796)		(2,454,796)
Public safety	6,663,535	587,283	174,078	-	(5,902,174)		(5,902,174)
Public works	814,529	-	-	2,528,411	1,713,882		1,713,882
Culture, recreation and community services	615,884	113,372	-	433,141	(69,371)		(69,371)
Interest on long-term debt	243,273	-	-	-	(243,273)		(243,273)
Total governmental activities	10,931,642	838,065	176,293	2,961,552	(6,955,732)		(6,955,732)
Business-type activities:							
Water and sewer	6,931,569	8,874,257	-	-		1,942,688	1,942,688
Solid waste	916,596	1,299,087	-	-		382,491	382,491
Total business-type activities	7,848,165	10,173,344	-	-		2,325,179	2,325,179
Total government	\$ 18,779,807	11,011,409	176,293	2,961,552		2,325,179	(4,630,553)
General Revenues:							
Taxes:							
Property taxes, general					3,259,656	-	3,259,656
Property taxes, debt service					921,833	-	921,833
Property taxes, community support					107,212	-	107,212
Property taxes in lieu - federal government					443,575	-	443,575
General sales taxes					2,247,340	-	2,247,340
Road and bridge privilege taxes					609,450	-	609,450
Franchise taxes					163,132	-	163,132
Grants and contributions not restricted to a special purpose					105,460	-	105,460
Unrestricted investment earnings					6,303	6,882	13,185
Miscellaneous					239,284	552,107	791,391
Total general revenues					8,103,245	558,989	8,662,234
Transfers					516,500	(516,500)	-
Total general revenues and transfers					8,619,745	42,489	8,662,234
Changes in net position					1,664,013	2,367,668	4,031,681
Net position - beginning					4,717,399	30,798,759	35,516,158
Net position - ending					\$ 6,381,412	33,166,427	39,547,839

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Balance Sheet – Governmental Funds
September 30, 2017

	Major Funds			
	General	\$7M Capital	Other	Total
	Fund	Improvement	Governmental	Governmental
		Bond Fund	Funds	Funds
ASSETS				
Cash	\$ 2,015,077	282,271	916,457	3,213,805
Receivables:				
Property tax	4,083,520	-	111,272	4,194,792
Sales tax	357,600	-	-	357,600
Franchise taxes	137,873	-	-	137,873
Intergovernmental	34,159	652,822	138,295	825,276
Court fines & fees	495,270	-	-	495,270
Due from other funds	127,053	-	-	127,053
Total Assets	<u>\$ 7,250,552</u>	<u>935,093</u>	<u>1,166,024</u>	<u>9,351,669</u>
LIABILITIES				
Liabilities:				
Claims payable	\$ 60,989	-	5,668	66,657
Wages payable	192,262	-	-	192,262
Grant revenue unearned	-	-	173,387	173,387
Compensated absences, current	22,112	-	-	22,112
Total Liabilities	<u>275,363</u>	<u>-</u>	<u>179,055</u>	<u>454,418</u>
DEFERRED INFLOWS OF RESOURCES				
Property taxes for future reporting period	4,021,530	-	109,578	4,131,108
Unavailable revenue - fines	495,270	-	-	495,270
Total Deferred Inflows of Resources	<u>4,516,800</u>	<u>-</u>	<u>109,578</u>	<u>4,626,378</u>
FUND BALANCES				
Non-spendable				
Unemployment compensation	4,839	-	-	4,839
Restricted:				
Debt service	-	-	275	275
Grant/bond purposes	-	935,093	13,632	948,725
Public safety	-	-	697,113	697,113
Committed:				
Capital projects	-	-	749,240	749,240
Unassigned	2,453,550	-	(582,869)	1,870,681
Total Fund Balances	<u>2,458,389</u>	<u>935,093</u>	<u>877,391</u>	<u>4,270,873</u>
Total Liabilities, Deferred Inflows of				
Resources and Fund Balances	<u>\$ 7,250,552</u>	<u>935,093</u>	<u>1,166,024</u>	<u>9,351,669</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2017

Total governmental funds balance		\$ 4,270,873
Amounts reported for governmental activities in the statement of net position are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Governmental capital assets	\$ 23,525,690	
Less: accumulated depreciation	<u>(3,344,859)</u>	20,180,831
Long-term liabilities are not due and payable in the current period expenditures and therefore are not reported in the governmental funds.		
Bonds payable	\$ (5,860,000)	
Capital leases payable	(1,311,208)	
Compensated absences	<u>(343,971)</u>	(7,515,179)
Other long term assets are not available to pay or current period expenditures and therefore are deferred in the funds.		
Court fines receivable	<u>\$ 495,270</u>	495,270
Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds.		
Net pension liability		(11,636,376)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions	\$ 903,965	
Deferred inflows of resources related to pensions	<u>(320,898)</u>	583,067
Internal Service Funds are used by management to charge the costs of various internal operations to individual funds. The assets and liabilities of Internal Service Funds are included in governmental activities in the Statement of Net Position as follows:		
Current assets	\$ 259,732	
Estimated claims payable	<u>(219,223)</u>	40,509
Accrued interest not due and payable in the current period expenditures and, therefore, not reported in the funds.		<u>(37,583)</u>
Net position of governmental activities		<u><u>\$ 6,381,412</u></u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenditures and
Changes in Fund Balance – Governmental Funds
For the Fiscal Year Ended September 30, 2017

	Major Funds			
	General Fund	\$7M Capital Improvement Bond Fund	Other Governmental Funds	Total Governmental Funds
Revenues:				
Property taxes	\$ 4,625,064	-	107,212	4,732,276
General sales taxes	2,247,340	-	-	2,247,340
Franchise fees	163,132	-	-	163,132
Licenses and permit fees	124,380	-	-	124,380
Intergovernmental	760,705	2,037,823	1,054,558	3,853,086
Charges for services	36,841	-	89,562	126,403
Fines and forfeitures	533,515	-	-	533,515
Investment earnings	3,139	2,117	-	5,256
Miscellaneous	191,131	9,378	38,443	238,952
Total Revenues	8,685,247	2,049,318	1,289,775	12,024,340
Expenditures:				
General government	2,176,226	-	147,032	2,323,258
Public safety	5,653,037	-	547,499	6,200,536
Public works	442,742	1,357,648	262,182	2,062,572
Culture & recreation	376,895	-	593,633	970,528
Debt service:				
Principal	72,741	320,000	294,096	686,837
Interest and other fiscal charges	2,276	188,119	49,271	239,666
Total Expenditures	8,723,917	1,865,767	1,893,713	12,483,397
Excess (Deficiency) of Revenues Over Expenditures	(38,670)	183,551	(603,938)	(459,057)
Other Financing Sources (Uses):				
Lease proceeds	157,239	-	388,896	546,135
Proceeds from loans	-	-	763,087	763,087
Transfers in	648,863	508,119	299,018	1,456,000
Transfers out	(807,136)	-	(132,364)	(939,500)
Total Other Financing Sources (Uses)	(1,034)	508,119	1,318,637	1,825,722
Net change in fund balances	(39,704)	691,670	714,699	1,366,665
Fund balances - beginning	2,498,093	243,423	162,692	2,904,208
Fund balances - ending	\$ 2,458,389	935,093	877,391	4,270,873

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of the Governmental Funds
Statement of Revenues, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Fiscal Year Ended September 30, 2017

Net Change in Fund Balances - total governmental funds **\$ 1,366,665**

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ 2,644,819	
Depreciation	<u>(546,467)</u>	2,098,352

Debt proceeds provide current financial resources to Governmental Funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the Governmental Funds, but the repayment reduces

Debt retirement	\$ 686,837	
Debt issuance	<u>(1,309,222)</u>	(622,385)

Fine revenue recognized on the modified accrual basis in the funds during the current year is reduced because prior year recognition would have been required on the Statement of Activities using the full accrual basis of accounting.	53,768
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Pension expense and other related activity do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Pension expense and contributions made after measurement date	(765,858)
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Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Accrued interest payable	(3,607)
Compensated absences	(22,953)
Prepaid expenses	(7,423)

Internal service funds are used by management to charge the cost of certain activities, such as insurance costs and risk management, to individual funds.	<u>(432,546)</u>
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Change in net position of governmental activities **\$ 1,664,013**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi

Statement of Net Position

Proprietary Funds

September 30, 2017

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Assets				
Current assets				
Cash	\$ 1,850,984	-	1,850,984	183,209
Customer accounts receivable (net of uncollectible of \$2,096,971)	1,164,242	134,024	1,298,266	-
Premiums receivable	-	-	-	76,523
Due from other fund	-	116,656	116,656	-
Restricted current assets				
Cash	2,233,240	-	2,233,240	-
Total Current Assets	<u>5,248,466</u>	<u>250,680</u>	<u>5,499,146</u>	<u>259,732</u>
Capital assets, net				
Land	1,190,870	-	1,190,870	-
Infrastructure	37,020,037	-	37,020,037	-
Mobile equipment	503,002	9,210	512,212	-
Equipment under capital leases	2,998,826	-	2,998,826	-
Total Capital Assets	<u>41,712,735</u>	<u>9,210</u>	<u>41,721,945</u>	<u>-</u>
Total Assets	<u>\$ 46,961,201</u>	<u>259,890</u>	<u>47,221,091</u>	<u>259,732</u>
Liabilities				
Current liabilities:				
Claims payable	\$ 28,337	-	28,337	-
Accrued interest payable	311,913	-	311,913	-
Due to other fund	116,656	-	116,656	-
Claims and judgements payable	-	-	-	219,223
Payable from restricted assets:				
Customer deposits	677,608	-	677,608	-
Noncurrent Liabilities:				
Due within one year				
Capital debt	757,856	-	757,856	-
Noncapital debt	1,370,953	-	1,370,953	-
Due in more than one year				
Capital debt	9,385,387	-	9,385,387	-
Noncapital debt	1,405,954	-	1,405,954	-
Total Liabilities	<u>\$ 14,054,664</u>	<u>-</u>	<u>14,054,664</u>	<u>219,223</u>
Net Position				
Net investment in capital assets	\$ 31,569,492	9,210	31,578,702	-
Restricted Net Position				
Expendable:				
Restricted for debt service	761,670	-	761,670	-
Restricted for grant purposes	70,865	-	70,865	-
Unrestricted	504,510	250,680	755,190	40,509
Total Net Position	<u>\$ 32,906,537</u>	<u>259,890</u>	<u>33,166,427</u>	<u>40,509</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenses and
Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2017

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Revenues:				
Charges for services	\$ 8,874,257	1,299,087	10,173,344	-
Employer contributions	-	-	-	50,000
Employee contributions	-	-	-	938,043
Insurance claim reimbursements	-	-	-	86,382
Miscellaneous operating revenues	552,107	-	552,107	690
Total Operating Revenues	<u>9,426,364</u>	<u>1,299,087</u>	<u>10,725,451</u>	<u>1,075,115</u>
Operating Expenses:				
Wastewater treatment	2,157,216	-	2,157,216	-
Privatization costs	2,202,935	-	2,202,935	-
Waste collection and disposal	-	913,270	913,270	-
Supplies	221,867	-	221,867	-
Maintenance and repairs	74,964	-	74,964	-
Other contractual services and charges	401,461	-	401,461	1,550
Claims and estimate changes	-	-	-	1,507,158
Depreciation	1,250,456	3,326	1,253,782	-
Total Operating Expenses	<u>6,308,899</u>	<u>916,596</u>	<u>7,225,495</u>	<u>1,508,708</u>
Operating income (loss)	<u>3,117,465</u>	<u>382,491</u>	<u>3,499,956</u>	<u>(433,593)</u>
Non-Operating Revenues (Expenses)				
Interest and investment revenue	6,882	-	6,882	1,047
Interest Expense	(622,670)	-	(622,670)	-
Transfers in	-	-	-	-
Transfers out	(273,009)	(243,491)	(516,500)	-
Total Non-Operating Revenues (Expenses)	<u>(888,797)</u>	<u>(243,491)</u>	<u>(1,132,288)</u>	<u>1,047</u>
Change in net position	2,228,668	139,000	2,367,668	(432,546)
Total net position - beginning	<u>30,677,869</u>	<u>120,890</u>	<u>30,798,759</u>	<u>473,055</u>
Total net position - ending	<u>\$ 32,906,537</u>	<u>259,890</u>	<u>33,166,427</u>	<u>40,509</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2017

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Cash Flows From Operating Activities				
Cash received from customers	\$ 8,500,456	1,165,063	9,665,519	-
Cash received for premiums	-	-	-	1,046,081
Other operating receipts	552,107	-	552,107	-
Cash paid to suppliers	(221,867)	(81,945)	(303,812)	-
Cash paid to contractors	(5,144,199)	(913,270)	(6,057,469)	-
Cash paid for judgements and claims	-	-	-	(1,377,294)
Cash paid for administrative services	-	-	-	(1,550)
Net cash provided by (used in) operating activities	3,686,497	169,848	3,856,345	(332,763)
Cash Flows From Non-Capital Financing Activities				
Advances from (to) other funds	(266,813)	(249,428)	(516,241)	-
Net cash flows from non-capital financing activities	(266,813)	(249,428)	(516,241)	-
Cash Flows From Capital and Related Financing Activities				
Purchase of capital assets	-	-	-	-
Non-operating receipts for capital expenditures	-	-	-	-
Repayment of notes payable	(2,066,880)	-	(2,066,880)	-
Interest and amortization on debt	(366,079)	-	(366,079)	-
Net cash used in capital and related financing activities	(2,432,959)	-	(2,432,959)	-
Cash Flows From Investing Activities				
Interest received	6,882	-	6,882	1,047
Net cash flows from investing activities	6,882	-	6,882	1,047
Net increase (decrease) in cash	993,607	(79,580)	914,027	(331,716)
Cash - October 1	3,090,617	79,580	3,170,197	514,925
Cash - September 30	\$ 4,084,224	-	4,084,224	183,209

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement Cash Flows
Proprietary Funds (continued)
For the Fiscal Year Ended September 30, 2017

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Reconciliation of Operating Income (Loss) to Net Cash				
Provided by (Used In) Operating Activities:				
Operating income (loss)	\$ 3,117,465	382,491	3,499,956	(433,593)
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	1,250,456	3,326	1,253,782	-
(Increase) decrease in assets:				
Accounts receivable	(433,220)	(134,024)	(567,244)	(29,034)
Customer deposits	59,419	-	59,419	-
Increase (decrease) in liabilities:				
Claims and wages payable	(307,623)	(81,945)	(389,568)	-
Claims and judgements payable	-	-	-	129,864
Net cash provided by (used in) operating activities	\$ 3,686,497	169,848	3,856,345	(332,763)

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Combining Statement of Assets
and Liabilities – Agency Fund
September 30, 2017

		Payroll Clearing Account
Assets	\$	
Cash		246,786
Total Assets		<u>246,786</u>
Liabilities		
Due to other intra-entity government agencies		127,053
Accrued liabilities		<u>119,733</u>
Total Liabilities		<u>246,786</u>
Net Position		
Held in trust for benefits and other purposes	\$	<u>-</u>

The notes to these financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies

The City of Gautier, Mississippi, (the "City") was incorporated June 17, 1986 under the laws of the State of Mississippi. The City operates under a Council-Manager form of government, which provides for an elected mayor and a six-member council. The following services are authorized by the City's charter: Public Safety (Police, Fire, Civil Defense and Protection Inspection), Street Maintenance, Garbage Collection, Water and Sewer, Culture, Recreation and Community Services, Public Improvements, Planning and Zoning, and General Administrative Services. The accounting and reporting policies of the City relating to the funds and accounts groups included in the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled *Audits of State and Local Governmental Units* and by the Financial Accounting Standards Board (when applicable). The more significant accounting policies of the City are described below.

A. Financial Reporting Entity

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the City's governing board. As defined by accounting principles generally accepted in the United States of America, the City is considered a "primary government." The City is governed by a six member council in which five members were elected by the citizens of each defined ward and one member elected at-large.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Accounting Principles Generally Accepted in the United States of America. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters.

The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based upon the application of these criteria, the following is a brief review of each potential component unit addressed in defining the government's reporting entity. Based upon the application of these criteria, the City has no component units.

Jackson County Utility Authority

This potential component unit was established by State Code and its governing board is appointed jointly by the area governments' governing bodies. This is an independent unit that selects management staff, sets user charges, establishes budgets and controls all aspects of its daily activities. The District has been determined to be a joint venture of the participating agencies. See Note 12 for details.

B. Basis of Presentation.

The City's basic financial statement consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

Government-wide Financial Statements:

The Statement of Net Position and Statement of Activities display information about the City as a whole. The statements include all non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements.

Governmental activities generally are financed through taxes, intergovernmental revenues and other non-exchange revenues and are reported separately from business-type activities. Business-type activities rely mainly on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities and business-type activities of the City at year-end. The Government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other revenues, not classified as program revenues, are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the City.

Fund Financial Statements:

Fund financial statements of the City are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into governmental, proprietary and fiduciary. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements. Non-major funds are aggregated and presented in a single column as Other Governmental Funds.

C. Measurement Focus and Basis of Accounting.

The Government-wide, Proprietary Funds and Fiduciary Funds (excluding agency funds) financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Shared revenues are recognized when the provider recognizes the liability to the City. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied. Agency funds have no measurement focus, but use the accrual basis of accounting.

The City's proprietary funds apply all applicable GASB pronouncements and only the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: FASB Statements and Interpretations, Accounting Principle Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedure.

The revenues and expenses of the proprietary funds are classified as operating and non-operating. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's primary operations. All other revenue and expenses are reported as non-operating.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized only when payment is due. Property taxes, state appropriations and federal awards are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period.

The City reports the following major Governmental Funds:

General Fund - This is the City's primary operating fund. It is used to account for all activities of the general government for which a separate fund has not been established.

\$7M Capital Improvement Bond Fund - This fund, along with others, is used to account for the City's revenues and expenditures restricted, committed or assigned to the construction and maintenance of public roads and bridges of the City and also to account for the City's debt service on the City's bond principal, interest and other debt related costs.

Additionally, the City reports the following fund types:

GOVERNMENTAL FUND TYPES

Special Revenue Funds - These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds - These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including acquisition or construction of capital facilities and other assets.

PROPRIETARY FUNDS

Enterprise Funds - These funds are used to account for those operations that are financed and operated in a manner similar to private business enterprises or where the City has decided that periodic determination of revenues earned, expenses incurred and/or net income is necessary for management accountability.

It is the intent of the City Council that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges and that periodic determination of revenues earned, expenses incurred, and net income be identified for capital maintenance, public policy, management control, account ability, or other purposes.

Internal Service Funds - These funds are used to account for those operations that provide services to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The City's internal service funds report on self-insurance for employee medical benefits and risk management for City's legal contingencies.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

FIDUCIARY FUNDS

Agency Funds - These funds account for various taxes, deposits and other monies collected or held by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

D. Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers' Association.

E. Deposits and Investments

State law authorizes the City to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or any City, municipality or school district of this state. Further, the City may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, and all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value. However, the City had an investment that included governmental bonds during the fiscal year.

F. Receivables

All trade receivables are shown net of an allowance for uncollectibles. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by customers of the water and sewer department since the City started providing these services to citizens. The allowances are based on trade receivables in excess of 120 days outstanding.

G. Inter-Fund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "due to/from other funds." Noncurrent portions of inter-fund receivables and payables are reported as "advances to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a non-spendable fund balance account in the General Fund, if applicable, to indicate that they are not available for appropriation and are not expendable available financial resources. However, this is not applicable to advances reported in other governmental funds, which are reported, by definition, as restricted, committed, or assigned.

Inter-fund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Any outstanding balances between fiduciary funds and the government-wide activities of the government are reported as Intra-entity balances and included in intergovernmental receivables on the Statement of Net Position.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

H. Intragovernmental Transactions and Balances

Transactions between governmental agencies (agency funds) of the City are considered as transactions with external parties and are reported as revenues and expenditures/expenses in both the fund statements and the government-wide statements. However, associated receivables and payables as displayed as intragovernmental balances on the Statement of Net Position.

I. Capital Assets

Capital acquisition and construction are reflected as expenditures in Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements. All purchased capital assets are stated at historical cost where records are available and at an estimated historical cost where no records exist. Capital assets include significant amounts of infrastructure which have been valued at estimated historical cost. The estimated historical cost was based on replacement cost multiplied by the consumer price index implicit price deflator for the year of acquisition. The extent to which capital assets, other than infrastructure, costs have been estimated and the methods of estimation are not readily available. Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on capital assets.

Governmental accounting and financial reporting standards allowed governments meeting certain criteria to elect not to report major general infrastructure assets retroactively. The City meets these criteria and has so elected. Therefore, the major general infrastructure assets acquired prior to October 1, 2002, are not reported in the government-wide financial statements. However, as of September 30, 2017, the City has not systematically reported capital assets in accordance with generally accepted accounting principles.

Capital assets acquired or constructed for Proprietary Fund operations are capitalized at cost in the respective funds in which they are utilized. No interest is capitalized on self-constructed assets because non-capitalization of interest does not have a material effect on the City's financial statements. Donated capital assets are recorded at their fair value at the time of donation.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives are used to report capital assets in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. A full year's depreciation expense is taken for all purchases and sales of capital assets during the year.

The following schedule details those thresholds, estimated useful lives and salvage value percentage of cost:

	Capitalization Threshold	Estimated Useful Life	Salvage Value (% of Cost)
Land	\$ -	N/A	N/A
Infrastructure	-	20 years	30%
Buildings	50,000	40 years	20%
Improvements	25,000	20 years	20%
Heavy machinery & equipment	5,000	10 years	10%
Machinery & equipment	5,000	5 years	10%
Property under capital leases	*	*	*

* Leased property capitalization policy and estimated useful life will correspond with the amounts for the asset classification, as listed above.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources expenditure until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

Deferred amounts on pensions – Deferred outflows and inflows of resources should be reported when to show the City's proportionate share of amounts of the effects of actuarial differences and changes in assumptions to economic or demographic factors and differences between actual and projected earnings of multi-employer pension plan. In addition, a deferred inflow should be reported for employer contributions to the pension plan made subsequent to the measurement date.

Property tax for future reporting period/unavailable revenue – property taxes – Deferred inflows of resources should be reported when resources associated with imposed non-exchange revenue transactions are received or reported as a receivable before the period for which property taxes are levied.

Unavailable revenue – fines – When an asset is recorded in the governmental fund financial statements but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

L. Long-term Liabilities

Long-term liabilities are the unmatured principal of bonds, loans, notes or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt issuances, but may also include liabilities on lease-purchase agreements and other commitments.

In the government-wide financial statements and the Proprietary Fund financial information, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business activities Statement of Net Position.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

M. Compensated Absences

The City has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Accounting principles generally accepted in the United States of America require accrual of accumulated unpaid employee benefits as long-term liabilities in the government-wide financial statements. In fund financial statements, Governmental Funds report the compensated absence liability payable only if the payable has matured.

An employee may accumulate unused vacation leave hours without limitation, however, cash payments upon employee termination or retirement are limited to a maximum of 30 days of an accumulated leave of pay. Employees have no claim for accumulated sick leave at termination, for retirement, lay-off, or cause. As such, no provision for unused sick leave has been provided in the financial statements. Unused vacation and sick leave balances may be credited to the Public Employee's Retirement System (PERS) as time worked.

N. Fund Balance Policies

In the fund financial statements, governmental funds report fund balance into classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purpose for which amount in those funds can be spent. The classifications of fund balance are Non-spendable, Restricted, Committed, Assigned, and Unassigned. The following are descriptions of fund classifications used by the City:

Non-spendable fund balance includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling

Committed fund balance includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the City Council, the City's highest level of decision-making authority. This formal action is an order of the City Council as approved in the board minutes.

Assigned fund balance includes amounts that are constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not classified as non-spendable and is neither restricted nor committed. Assignments of fund balance are created by management pursuant to authorization established by the Board of Alderman.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

When both restricted and unrestricted resources are available for specified expenditures, restricted resources are considered spent before unrestricted resources. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

O. Net Position

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position not meeting the definition of "restricted" or "invested in capital assets, net of related debt."

P. Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

Q. Property Tax Revenues

Numerous statutes exist under which the City Council may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the City. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The City Council, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however, are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

Accounting principles generally accepted in the United States of America require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue in the year for which they are levied. Motor vehicle and mobile home taxes do not meet the measurability and collectability criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 1 - Summary of Significant Accounting Policies (continued)

R. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

S. Change in Accounting Standard

The City implemented the following standards issued by the Governmental Accounting Standards Board (GASB) in the current fiscal year as required: GASB Statement No. 77, Tax Abatement Disclosures and GASB Statement No. 82, Pension Issues – an amendment of GASB Statements No. 67, No. 68 and No. 73. The provisions of these standards have been incorporated into the financial statements and notes.

Note 2 – Cash

The carrying amount of the city's total deposits with financial institutions at September 30, 2017, was \$7,728,024 and the bank balance was \$8,052,255. Of this amount \$2,238,079 is restricted for workman's compensation trust and utility customer's deposits. The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC).

A summary of cash at September 30, 2017 is as follows:

	Deposits with Financial Institutions		Cash on Hand	Total
	Unrestricted	Restricted		
Governmental-type activities				
General Fund	\$ 2,008,688	4,839	1,550	2,015,077
\$7M Capital Improvement Bond Fund	282,271	-	-	282,271
Other governmental fund	916,437	-	20	916,457
Total governmental activities	3,207,396	4,839	1,570	3,213,805
Business-type activities				
Water & Sewer Fund	1,850,384	2,233,240	600	4,084,224
Solid Waste Fund	-	-	-	-
Self-Insurance Fund	183,209	-	-	183,209
Total business-type activities	2,033,593	2,233,240	600	4,267,433
Agency Fund	246,786	-	-	246,786
Total cash	<u>\$ 5,487,775</u>	<u>2,238,079</u>	<u>2,170</u>	<u>7,728,024</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 2 – Cash (continued)

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of the failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the City. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City.

Note 3 – Receivables

A. Governmental Activities

Receivables in the governmental activities at September 30, 2017, consisted of the following:

Taxes receivable:	
Property taxes	
Current	\$ 63,684
For future reporting period	4,131,108
Total taxes receivable	<u>4,194,792</u>
Intergovernmental receivable:	
Sales taxes	357,600
Franchise taxes	137,873
County road taxes	34,159
Federal grants	720,949
State grants	70,168
Total intergovernmental	<u>1,320,749</u>
Court fines receivable	9,905,398
Less: allowance for doubtful accounts	<u>(9,410,128)</u>
Total court fines receivable, net	<u>495,270</u>
Total receivable - governmental activities	<u><u>\$ 6,010,811</u></u>

B. Business-type Activities

Receivable in the business-type activities at September 30, 2017, consisted of the following:

Customer accounts receivable:	
Customer utility charges (billed)	2,604,933
Customer accounts, earned but unbilled	790,304
Less: allowance for doubtful accounts	<u>(2,096,971)</u>
Total customer accounts receivable, net	<u>1,298,266</u>
Total receivable - business-type activities	<u><u>\$ 1,298,266</u></u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 3 – Receivables (continued)

All trade receivables are shown net of an allowance for bad debt. An allowance in the amount of \$2,096,971 at September 30, 2017 has been provided in the Water and Sewer Enterprise Fund for estimated uncollectible utility charges.

Note 4 – Interfund Transactions and Balances

Government-wide Financial Statements

A. Internal Balances

At September 30, 2017, the City had the following transfers:

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
Governmental Activities	Business-type Activities	<u>\$ 516,500</u>

These amounts represent monies transferred from the governmental-type activities to the business-type activities for construction of water wells.

B. Intra-entity Balances

At September 30, 2017 the City had the following intra entity balances:

<u>Due from other Government Agencies</u>	<u>Due to other Government Agencies</u>	<u>Amount</u>
Governmental Activities	Fiduciary Agency Funds	<u>127,053</u>
		<u>\$ 127,053</u>

These amounts represent excess cash transfers to the agency clearing funds that are owed back to the City Depository.

Fund Financial Statements

A. Due From/To Other Funds:

During the course of the year, certain expenditures were paid on a reimbursement basis requiring the City to borrow monies at year-end from the general fund in order to prevent a deficit cash balance in certain funds. Allocation percentages of federal reimbursement for construction projects caused expenditures to be paid from the wrong fund requiring many “due to/due from” transactions requiring cash transfer after year end.

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Agency Fund	\$ 127,053
Solid Waste Fund	Water & Sewer Fund	116,656
Total		<u>\$ 243,709</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 4 – Interfund Transactions and Balances (continued)

B. Transfers In/Out:

Transfers were made in the course of the year for loans to various funds. Other transfers were made to reimburse the various funds for expenditures made on the behalf of other fund purposes.

Transfers In	Transfers Out	Amount
General Fund	Other Governmental Funds	\$ 132,363
General Fund	Water & Sewer Fund	273,009
General Fund	Solid Waste Fund	243,491
\$7M Capital Improvement Bond Fund	General Fund	508,119
Other Governmental Funds	General Fund	299,018
Total		<u>\$ 1,456,000</u>

Note 5 – Capital assets

A. Governmental Activities

The following is a summary of governmental capital assets activity for the year ended September 30, 2017:

	Balance 9/30/2016	Additions	Adjustments/ Sales	Balance 9/30/2017
Capital assets not being Depreciated:				
Land	\$ 3,382,460	1,386,476	-	4,768,936
Construction in Progress	1,126,979	644,410	(725,688)	1,045,701
Total capital assets not being depreciated	<u>4,509,439</u>	<u>2,030,886</u>	<u>(725,688)</u>	<u>5,814,637</u>
Capital assets being depreciated:				
Buildings & Improvements	2,822,319	-	-	2,822,319
Infrastructure	12,028,110	725,688	-	12,753,798
Machinery & Equipment	1,221,588	8,095	-	1,229,683
Equipment under Capital Leases	299,415	605,838	-	905,253
Total capital assets being depreciated	<u>16,371,432</u>	<u>1,339,621</u>	<u>-</u>	<u>17,711,053</u>
Less accumulated depreciation for:				
Buildings & improvements	436,572	56,446	-	493,018
Infrastructure	1,379,303	295,482	-	1,674,785
Machinery & Equipment	819,539	118,366	-	937,905
Equipment under Capital Leases	162,978	76,173	-	239,151
Total accumulated depreciation	<u>2,798,392</u>	<u>546,467</u>	<u>-</u>	<u>3,344,859</u>
Total Capital assets being depreciated, net	<u>13,573,040</u>	<u>793,154</u>	<u>-</u>	<u>14,366,194</u>
Total governmental activities capital assets, net	<u>\$ 18,082,479</u>	<u>2,824,040</u>	<u>(725,688)</u>	<u>20,180,831</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 5 – Capital assets (continued)

Depreciation expense was charged to the following governmental functions:

General Government	\$ 50,923
Public Safety	187,192
Public Works	291,166
Culture & Recreation	17,186
	<u>\$ 546,467</u>

B. Business-type Activities

The following is a summary of business-type capital assets activity for the year ended September 30, 2017:

	Balance 10/1/2016	Additions	Adjustments/ Sales	Balance 9/30/2017
Capital assets not being Depreciated:				
Land	\$ 1,190,870	-	-	1,190,870
Construction in Progress	-	-	-	-
Total capital assets not being depreciated	<u>1,190,870</u>	<u>-</u>	<u>-</u>	<u>1,190,870</u>
Capital assets being depreciated:				
Infrastructure	47,309,607	-	-	47,309,607
Machinery & Equipment	1,658,584	-	-	1,658,584
Equipment under Capital Leases	3,224,544	-	-	3,224,544
Total capital assets being depreciated	<u>52,192,735</u>	<u>-</u>	<u>-</u>	<u>52,192,735</u>
Less accumulated depreciation for:				
Infrastructure	9,185,679	1,103,891	-	10,289,570
Machinery & Equipment	1,071,721	74,651	-	1,146,372
Equipment under Capital Leases	150,478	75,240	-	225,718
Total accumulated depreciation	<u>10,407,878</u>	<u>1,253,782</u>	<u>-</u>	<u>11,661,660</u>
Total Capital assets being depreciated, net	<u>41,784,857</u>	<u>(1,253,782)</u>	<u>-</u>	<u>40,531,075</u>
Total business-type activities capital assets, net	<u>\$ 42,975,727</u>	<u>(1,253,782)</u>	<u>-</u>	<u>41,721,945</u>

Depreciation expense was charged to the following governmental functions:

Water and Sewer Fund	\$ 1,250,456
Solid Waste Fund	3,326
Total depreciation - business-type activities	<u>\$ 1,253,782</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 6 – Court Fines Receivable/Deferred Inflows of Resources

Court fines receivables are recorded as deferred inflow of sources in the fund financial statements due to the funds using modified accrual basis. However, revenues received during the year are recorded in the government-wide financial statements on the full-accrual basis of accounting. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by citizens to the municipal courts since the City started providing court services. Court fines receivable at September 30, 2017, were \$9,905,398, of which an allowance of \$9,410,128 has been determined as uncollectible with \$495,270 deemed collectible.

Note 7 – Claims and Judgments

Risk Financing

The City finances its exposure to risk of loss related to workers' compensation for injuries to its employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool.

The City pays premiums to the pool for its workers' compensation insurance coverage, and the participation agreement provides that the pool will be self-sustaining through member premiums. The retention for the pool is \$1,000,000 for each accident and completely covers statutory limits set by the Workers' Compensation Commission. Risk of loss is remote for claims exceeding the pool's retention liability. However, the pool also has catastrophic reinsurance coverage for statutory limits above the pool's retention, provided by Safety National Casualty Corporation, effective from January 1, 2017, to January 1, 2017. The pool may make an overall supplemental assessment or declare a refund depending on the loss experience of all the entities it insures.

The City is exposed to risk of loss relating to employee health, accident and dental coverage. Pursuant to Section 25-15-101, Miss. Code Ann. (1972), the City established a risk management fund (included as an Internal Service Fund) to account for and finance its uninsured risk of loss. Under the plan, amounts payable to the risk management fund are based on actuarial estimates. Each employee pays a portion of his/her premium through a payroll deduction. The City pays the remaining portion of the premium on a single coverage policy for its respective employees. Employees desiring additional and/or dependent coverage pay the additional premium through a payroll deduction. Premium payments to the risk management fund are determined on an actuarial basis. The City has minimum uninsured risk retention to the extent that actual claims submitted exceed the predetermined premium. The City has implemented the following plans to minimize this potential loss:

The City has purchased coinsurance which functions on specific stop loss coverage. This coverage is purchased from an outside commercial carrier. For the current fiscal year, the specific coverage begins when an individual participant's claim exceeds \$65,000.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2017, the amount of this liability was \$219,223.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 7 – Claims and Judgments (continued)

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2017, the amount of this liability was \$219,223.

	<u>Amount</u>
Liability at beginning of year	\$ 89,359
Claims and changes of estimates	1,637,022
Claims payments	<u>(1,507,158)</u>
Liability at end of year	<u><u>\$ 219,223</u></u>

Note 8 – Retirement Plan

The City contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature.

Plan Description and Provisions

Substantially all of the City's full-time employees participate in PERS, a multi-employer, cost-sharing, defined benefit public employee pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public cities. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 8 – Retirement Plan (continued)

PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate as of September 30, 2017, was 15.75% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2017, the City reported a liability of \$11,636,376 in the governmental activities for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the PERS net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2017, the City's proportion was .070%. For the year ended September 30, 2017, the City recognized PERS pension expense for governmental activities of \$1,479,217.

At September 30, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 167,178	\$ (84,908)
Changes of assumptions	258,631	(19,828)
Net difference between projected and actual earnings on pension plan investments	-	(149,402)
Changes in City proportionate share of net pension liability and differences between City contributions and proportionate share of contributions	322,331	(66,760)
City contributions subsequent to the measurement date	155,825	-
Total	<u>\$ 903,965</u>	<u>\$ (320,898)</u>

Within the deferred outflows, a net amount of \$155,825 of deferred outflows of resources is related to pensions resulting from the City's contributions subsequent to the measurement date and will be recognized as a reduction to the net pension liability in the year ended September 30, 2017.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 8 – Retirement Plan (continued)

The remaining amounts reported as deferred outflows of resources related to pensions of \$748,140 and deferred inflows of resources related to pensions of \$320,898 netting to \$427,242 will be recognized in pension expense as follows:

Year Ending September 30,	
2018	\$ 275,537
2019	315,515
2020	60,964
2021	(224,774)
	<u>\$ 427,242</u>

Actuarial assumptions

The total pension liabilities in the June 30, 2017, actuarial valuation were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.25 percent to 18.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

The table for post-retirement mortality rates used in evaluating allowances to be paid was the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2017 with male rates set forward one year. The RP-Disabled Retiree Table set forward five years for males and four years for females, was used for the period after disability retirement.

The actuarial assumptions used in the June 30, 2017, valuation were based on the results of an actuarial experience study for the four year period ending June 30, 2017. The experience report is dated May 4, 2016.

The long-term expected rate of return on the investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of the plans' investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rate of return by the target asset allocation percentage and by adding expected inflation.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 8 – Retirement Plan (continued)

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
US Broad	27.00 %	4.60
International Equity	18.00	4.50
Emerging Markets Equity	4.00	4.75
Global	12.00	4.75
Fixed Income	18.00	0.75
Real Assets	10.00	3.50
Private Equity	8.00	5.10
Emerging Debt	2.00	2.25
Cash	1.00	0.00
Total	100.00 %	

Discount rate

The discount rate used to measure the total pension liability was 7.75 percent, which was based on the future long-term expected rate of return of 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions for PERS will be made at rates set in the Board's Funding Policy. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return investments was applied to all periods of projected benefit payments to determine the plan's total pension liability.

Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.75 percent) or one percentage-point higher (8.75 percent) than the current rate:

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1 % Increase (8.75%)
City's Proportionate share of PERS	\$ 15,261,884	\$ 11,636,376	\$ 8,626,416

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report which can be obtained at www.pers.ms.gov.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 8 – Retirement Plan (continued)

Three-year Trend Information

The following table provides the employer contribution to PERS for the last three fiscal years:

Fiscal Years Ending	Employer Contributions
2017	\$ 713,359
2016	681,575
2015	658,899

Note 9 – Long-term Debt

A. Governmental Activities

Transactions for the year ended September 30, 2017 are summarized as follows:

	Balance 10/1/2016	Additions	Retirements	Balance 9/30/2017	Due Within one Year
General Obligation Bonds	\$ 6,425,000	-	(565,000)	5,860,000	580,000
Capital Improvement Loan	-	763,087	(31,349)	731,738	31,981
Capital Leases	123,823	546,135	(90,488)	579,470	170,080
Compensated Absences	352,187	13,896	-	366,083	22,113
	<u>\$ 6,901,010</u>	<u>1,323,118</u>	<u>(686,837)</u>	<u>7,537,291</u>	<u>804,174</u>

General Obligation Bonds, Series 2010 – In 2010, the City issued \$7,000,000 in general obligation bonds to be used for public improvements in the City. The bond is to be repaid over 20 years, maturing in August 2030 and carries a variable interest rate of 2.875% - 4.0%. Payment on this bond will be made from general ad valorem tax collections.

General Obligation – Katrina Loan Refunding Bond, Series 2010 – In 2010, the City issued \$2,360,000 in general obligation refunding bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 10 years, maturing in 2020, and carries a fixed interest rate of 3.45%. Payment on this bond will be made from general ad valorem tax collections.

Annual debt service requirements to maturity for these bonds payable are as follows:

September 30,	Principal	Interest	Total
2018	\$ 580,000	213,061	793,061
2019	600,000	185,371	785,371
2020	630,000	161,262	791,262
2021	370,000	145,868	515,868
2022	385,000	134,769	519,769
2023-2027	2,015,000	475,000	2,490,000
2028-2030	1,280,000	103,000	1,383,000
	<u>\$ 5,860,000</u>	<u>1,418,331</u>	<u>7,278,331</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 9 – Long-term Debt (continued)

A. Governmental Activities

Capital Improvement Loan – In February 2017, the City received a \$763,087 capital improvement loan from the Mississippi Development Authority to be used to cover the costs associated with Allen Road. The bond is to be repaid over 18 years, maturing in 2036, and carries a fixed interest rate of 2.0%. Payment on this loan will be made from general ad valorem tax collections.

Annual debt service requirements to maturity for these bonds payable are as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 31,981	14,343	46,324
2019	32,627	13,697	46,324
2020	33,285	13,039	46,324
2021	33,957	12,367	46,324
2022	34,643	11,681	46,324
2023-2027	183,988	47,632	231,620
2028-2030	203,322	28,297	231,619
2031-2036	177,935	7,361	185,296
	<u>\$ 731,738</u>	<u>148,417</u>	<u>880,155</u>

Capital Lease Obligations-Governmental Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2017:

<u>Classes of Property</u>	<u>Governmental Activities</u>
Mobile equipment	\$ 456,654
Pumper truck	448,599
Less: accumulated depreciation	(239,151)
Leased property under capital leases	<u>\$ 666,102</u>

The following is a schedule by years of the total payments due as of September 30, 2017:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 170,080	12,760	182,840
2019	157,064	9,136	166,200
2020	151,833	5,645	157,478
2021	100,493	2,261	102,754
	<u>\$ 579,470</u>	<u>29,802</u>	<u>609,272</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 9 – Long-term Debt (continued)

B. Business-type Activities

Transactions for the year ended September 30, 2017 are summarized as follows:

	Balance 10/1/2016	Additions	Retirements	Balance 9/30/2017	Due Within one Year
Revenue Refunding Bonds	\$ 4,075,000	-	(1,330,000)	2,745,000	1,355,000
Special Obligation Bonds	3,090,000	-	(135,000)	2,955,000	140,000
Revolving Loans	4,773,768	-	(412,798)	4,360,970	422,459
Capital Leases	3,016,355	-	(189,082)	2,827,273	195,397
Subtotal	14,955,123	-	(2,066,880)	12,888,243	2,112,856
Add: Bond Premium*	47,860	-	(15,953)	31,907	15,953
Total business-type activities	<u>\$ 15,002,983</u>	<u>-</u>	<u>(2,082,833)</u>	<u>12,920,150</u>	<u>2,128,809</u>

Water & Sewer Revenue Refunding Bonds, Series 2012 – In 2012, the City issued \$9,185,000 in refunding bonds. These bonds were issued to refund the Revenue Bonds, Series 2001 in an effort to reduce total debt payments. The refunding decreased the City's total debt service payments by approximately \$864,418. The transaction resulted in an economic loss (difference between the present value of the debt service on the old and the new bonds) of approximately \$866,494. The bond is to be repaid over 7 years, maturing in 2019, and carries a fixed interest rate of 2%. Payment on this bond will be made from the net revenues from the Water and Sewer system operations.

Annual debt service requirements to maturity for this bond payable is as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 1,355,000	41,350	1,396,350
2019	1,390,000	13,900	1,403,900
	<u>\$ 2,745,000</u>	<u>55,250</u>	<u>2,800,250</u>

Special Obligation Bonds, Series 2013 – In 2013, the City issued \$3,500,000 in special obligation bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 20 years, maturing in 2033, and carries a variable interest rate of 2.0% - 5.0%. Payment on this bond will be made from the net revenues from the Water and Sewer system operations.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 9 – Long-term Debt (continued)

B. Business-type Activities

Annual debt service requirements to maturity for this bond payable is as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 140,000	126,256	266,256
2019	145,000	122,056	267,056
2020	145,000	117,706	262,706
2021	150,000	113,356	263,356
2022	155,000	108,856	263,856
2023-2027	870,000	450,482	1,320,482
2028-2032	1,100,000	230,950	1,330,950
2033	250,000	12,500	262,500
	<u>\$ 2,955,000</u>	<u>1,282,162</u>	<u>4,237,162</u>

Revolving Loans - The City's utility enterprise fund finances extensions and improvements to its system through note obligations, which are subordinate to the revenue bonds.

The utility currently has six state revolving loans, which enabled the City to provide sewer services in needed areas. The City executed these loan agreements with the State of Mississippi Environmental Quality for the purpose of improving the water distribution and sewer collection systems. The City entered into an agreement with the Mississippi State Tax Commission, allowing the Tax Commission to withhold \$43,424 from monthly sales tax revenues as payment for principal and interest on bonds beginning in fiscal year 2006.

Annual debt service requirements to maturity for these loans payable are as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 422,459	98,667	521,126
2019	432,368	88,759	521,127
2020	442,532	78,594	521,126
2021	452,956	68,171	521,127
2022	463,646	52,079	515,725
2023-2027	1,847,844	129,989	1,977,833
2028-2030	299,165	7,083	306,248
	<u>\$ 4,360,970</u>	<u>523,342</u>	<u>4,884,312</u>

Capital Lease Obligations-Business-type Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2017:

<u>Classes of Property</u>	<u>Business-type Activities</u>
Water meter project	\$ 3,224,544
Less: accumulated depreciation	(228,718)
Leased property under capital leases	<u>\$ 2,995,826</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 9 – Long-term Debt (continued)

B. Business-type Activities

The following is a schedule by years of the total payments due as of September 30, 2017:

September 30,	Principal	Interest	Total
2018	\$ 195,397	92,052	287,449
2019	201,924	85,526	287,450
2020	208,668	78,781	287,449
2021	215,638	71,811	287,449
2022	222,840	64,609	287,449
2023-2027	1,230,946	206,303	1,437,249
2028-2030	551,860	23,039	574,899
	<u>\$ 2,827,273</u>	<u>622,121</u>	<u>3,449,394</u>

A. Legal Debt Margin

The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the then last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. As of September 30, 2017, the amount of outstanding debt was equal to 5.08% of the latest property assessments.

B. Compensated Absences

Compensated absences will be paid from the funds from which the employees' salaries were paid which are generally the General Fund.

Note 10 – Property and Sales Tax Revenue

A. Property Tax Revenues

The City levies a tax on real and personal property based on the assessed value of property as compiled by the information extracted from the City assessment tax rolls. The taxes on real property attach as an enforceable lien on the property as of January 1. Taxes on real and personal property are levied by the City Council at the first regular meeting in September.

In accordance with the Mississippi Code of 1972, as amended, the City Council may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for the current year are limited to an increase of not more than 10% over receipts for any one of the preceding ten years or a minimum of 20 mills. For purposes of the computation, taxes collected in the current year resulting from property added to the tax assessment roll are excluded from the computation.

The rates are expressed in terms of mills (i.e., ten mills equal one cent). The combined tax rate to finance general governmental services, including the payment of principal and interest on long-term debt but exclusive of school bond and interest for the year ended September 30, 2017 was 37.70 mills or \$37.70 per \$1,000 of assessed valuation.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 10 – Property and Sales Tax Revenue (continued)

Property taxes at the fund level are recorded as receivables and deferred inflow of resources at the time the taxes are levied. Revenues are recognized as the related ad valorem taxes are collected including those collected 60 days after year-end. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with GAAP have been recognized as revenue.

B. General Sales Tax Revenues

The State levies a 7% sales tax on retail sales and remits 18.5% of the amount collected (within the corporate boundaries of the City of Gautier) back to the City monthly. General sales tax revenue reported in the General Fund was \$2,247,340.

Note 11 – Commitments and Contingencies

A. Risk Management

Claims and Judgments - The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Federal Grants - The city has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the City. No provision for any liability that may result has been recognized in the City's financial statements.

Litigation - The City is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the City with respect to the various proceedings. However, the City's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the City.

B. Commitments

Contract for Operations of Water and Wastewater Systems – The City renewed a contract with Clearwater Solutions, LLC for operation and maintenance of the City's water and sewer systems and utility billing of water and sewer systems. The fee under the contract is \$203,358/month for the year ended September 30, 2017. Annually, the amount shall be adjusted by the consumer price index by the U.S. Department of Labor Statistics. During the fiscal year ended September 30, 2017 the City paid a total of \$2,202,935 to Clearwater Solutions, LLC under this contract.

Contract for Operations of Solid Waste Collections – The City renewed a contract with Delta Sanitation of MS, LLC for the operations of solid waste collections. The fee under the contract is approximately \$82,600/month for the year ended September 30, 2017. This amount includes commercial and residential garbage collection and approximately \$2,670/month for cart rentals. During the fiscal year ended September 30, 2017 the City paid a total of \$913,270 to Delta Sanitation of MS, LLC under this contract.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 12 – Joint Ventures

Joint Venture - The City of Gautier contracts with the Jackson County Utility Authority (the “Authority”), whereby the Authority picks up and disposes the City’s solid waste and treats and disposes of the City’s wastewater in compliance with water quality standards established by the Mississippi Air and Water Pollution Control law and the Federal Water Pollution Control Act.

The Authority provides for the operation and maintenance of the sewer treatment plants on a cost reimbursement basis. Pursuant to the terms of the agreement, the City is required to pay monthly costs of operations and maintenance directly associated with the treatment facilities and to share in the construction costs of the treatment facilities. The costs associated with this contract totaled \$2,157,216 for the year.

As of the date of this report, the financial statements of the Jackson County Utility Authority had not been published; therefore, the following is a synopsis of the Authority’s financial statements as of and for the year ended September 30, 2016:

CONDENSED STATEMENT OF NET POSITION

<u>ASSETS</u>	
Current assets	\$ 4,961,364
Restricted assets	29,323,459
Capital assets, net	146,570,377
Total assets	<u>180,855,200</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>	<u>3,233,605</u>
<u>LIABILITIES</u>	
Current liabilities	7,274,005
Long-term liabilities	60,575,100
Total liabilities	<u>67,849,105</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>	<u>32,586</u>
<u>NET POSITION</u>	<u>\$ 116,207,114</u>

**CONDENSED STATEMENT OF REVENUES AND EXPENDITURES AND
CHANGES IN NET POSITION**

Operating revenue	\$ 15,458,591
Operating expenses	(19,281,537)
Nonoperating revenues	29,292
Nonoperating expenditures	(2,175,701)
Capital grants and contributions	3,363,024
Change in net position	<u>\$ (2,606,331)</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2017

Note 12 – Joint Ventures (continued)

The City's obligation to pay operational costs of the Authority is joint and several with the obligations of all other public agencies similarly contracting with the Authority. Whenever any public City shall default in the payment to the Authority of its respective payment, the Authority may adjust the contract sums of the remaining public agencies, which are not in default so as to increase their contract sums by a proportional amount.

A complete copy of the 2017 financial statements should be soon on file at the administrative offices of the Authority which are located at 11100 Highway 57, Vancleave, Mississippi 39565, or may be obtained by calling (228) 762-0119.

Note 13 – Jointly Governed Organizations

Jointly Governed Organization - On November 2, 1970, the City entered into an agreement with the Board of Trustees of the Jackson George Regional Library System, the City of Moss Point, City of Pascagoula, City of Ocean Springs, City of Lucedale, and the Board of Supervisors of Jackson County to mutually cooperate in securing a more economical public library system through combined resources, interests, materials and facilities to be known as the Jackson George Regional Library System. There are no specific monetary terms in the agreement and the City of Gautier has no equity interest in the organization. However, a budget is approved every year by the County Library Board, which stipulates the amount of funds needed from the participating municipalities and various other funding sources. The City contributed \$108,639 to the Library for the year ended September 30, 2017.

Note 14– Subsequent Events

Events that occur after the Statement of Net position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net position date require disclosure in the accompanying notes. Management of the City evaluated the activity of the City through August 7, 2018, (the date the financial statements were available to be issued), and determined that the following significant subsequent events have occurred requiring disclosure in the notes to the financial statement.

In January of 2018 the City approved a resolution authorizing the sale of \$10,000,000 of Revenue Bonds to improve, repair and extend the utility system. In June of 2018 the city sold \$4,000,000 of these bonds at interest rates varying from 3.25% to 4.375% with the final payment due in November of 2032.

REQUIRED SUPPLEMENTARY INFORMATION

City of Gautier, Mississippi
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
For the Fiscal Year Ended September 30, 2017

	Budgeted Amounts		Actual Budgetary Basis	Variances	
				Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Property taxes	4,472,188	4,472,188	4,573,749	-	101,561
General sales tax	2,225,000	2,225,000	2,252,620	-	27,620
Fines and forfeitures	476,000	466,000	510,698	(10,000)	44,698
Licenses and permits	92,600	92,600	124,380	-	31,780
Intergovernmental	776,555	776,555	766,825	-	(9,730)
Charges for services	28,000	28,000	36,841	-	8,841
Franchise fees	163,000	153,000	164,164	(10,000)	11,164
Investment earnings	2,200	2,200	2,737	-	537
Miscellaneous	29,400	64,300	91,131	34,900	26,831
Total Revenues	8,264,943	8,279,843	8,523,145	14,900	243,302
Expenditures:					
General government:					
Personnel services	2,125,113	2,129,444	2,105,695	(4,331)	23,749
Supplies	52,700	58,112	44,973	(5,412)	13,139
Other services and charges	973,114	946,859	896,729	26,255	50,130
Capital outlay	184,500	175,900	163,012	8,600	12,888
Total general government	3,335,427	3,310,315	3,210,409	25,112	99,906
Public safety:					
Personnel services	4,097,434	4,108,434	3,997,548	(11,000)	110,886
Supplies	252,867	254,467	226,301	(1,600)	28,166
Other services and charges	260,870	245,870	195,104	15,000	50,766
Capital outlay	142,515	142,515	128,345	-	14,170
Total public safety	4,753,686	4,751,286	4,547,298	2,400	203,988
Public works:					
Personnel services	205,708	205,708	204,098	-	1,610
Supplies	64,900	94,900	86,951	(30,000)	7,949
Other services and charges	154,830	134,830	117,865	20,000	16,965
Capital outlay	15,000	46,900	36,656	(31,900)	10,244
Total public works	440,438	482,338	445,570	(41,900)	36,768
Culture and recreation					
Personnel services	272,919	254,539	252,841	18,380	1,698
Supplies	37,700	37,700	28,938	-	8,762
Other services and charges	85,900	89,400	85,711	(3,500)	3,689
Capital outlay	-	-	-	-	-
Total culture and recreation	396,519	381,639	367,490	14,880	14,149
Debt service	-	-	75,017	-	(75,017)
Total Expenditures	8,926,070	8,925,578	8,645,784	492	279,794
Excess (Deficiency) of Revenues					
Over Expenditures	(661,127)	(645,735)	(122,639)	15,392	523,096

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
For the Fiscal Year Ended September 30, 2017

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Other Financing Sources (Uses):					
Transfers in	516,500	522,896	522,896	6,396	-
Transfers out	(791,839)	(813,627)	(813,627)	(21,788)	-
Total Other Financing Sources (Uses)	(275,339)	(290,731)	(290,731)	(15,392)	-
Cash Basis	\$ (936,466)	(936,466)	(413,370)	-	523,096
Net Change in fund balance - Budget-Cash Basis			\$ (413,370)		
Revenues per Cash-basis Budget		9,046,041			
Additional accrued revenues		288,069	288,069		
Revenues per Fund Financial Statements		9,334,110			
Expenditures per Cash-basis Budget		9,459,411			
Additional accrued expenses		71,642	(71,642)		
Expenditures per Fund Financial Statement		9,531,053			
Lease proceeds not budgeted		157,239	157,239		
Net Change in fund balance - Fund Financials			\$ (39,704)		

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required
Supplementary Information-Budgetary Schedules
For the Fiscal Year Ended September 30, 2017

A. Budgetary Information.

State statutes authorize the State Auditor to regulate the municipal budget process. Expenditures must be defined to the minimum level prescribed by the State Auditor. The State Auditor has set this level at the purpose level. Municipalities are prohibited from spending in excess of the lowest level adopted in the budget except for capital outlay, election expense and emergency warrants.

B. Basis of Presentation.

The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP Basis) and variances between the final budget and the actual amounts. The schedule is presented for the General Fund and each major Special Revenue Fund. The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) is a part of required supplemental information.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

D. Budgetary Data

The procedures used by the City in establishing budget are mandated by Mississippi State law. A brief summary of the City's policies for recording budgetary data in the financial statements are as follows:

1. Prior to August 1, the Mayor submits to the Board of Alderman a proposed operating budget for the fiscal year beginning October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. No later than September 15, the budget is legally enacted through passage of a resolution.
4. Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary funds.
5. Budgets for the governmental and proprietary funds are adopted on a cash basis except for expenditures which include those paid within 30 days of the fiscal year end as required by state statute.

City of Gautier, Mississippi
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years*
For the Fiscal Year Ended September 30, 2017
(UNAUDITED)

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
City's proportion of the net pension liability (asset)	0.070%	0.067%	0.067%	0.069%
City's proportionate share of the net pension liability (asset)	\$ 11,636,376	11,967,873	10,356,879	8,132,573
City's covered payroll	\$ 4,502,222	4,269,283	4,199,035	4,182,032
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	258.46%	280.33%	246.65%	194.46%
Plan fiduciary net position as a percentage of the total pension liability	0.61%	57.47%	61.70%	67.21%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10 year trend is compiled, the City has only presented information for the years in which information is available.

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Schedule of the City's Contributions
Last 10 Fiscal Years*
For the Fiscal Year Ended September 30, 2017
(UNAUDITED)

	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 713,359	681,575	658,899
Contributions in relation to the contractually required contribution	<u>713,359</u>	<u>681,575</u>	<u>658,899</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>-</u>	<u>-</u>
City's covered payroll	\$ 4,529,263	4,327,460	4,183,486
Contributions as a percentage of covered payroll	15.75%	15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until, a full 10 year trend is compiled, the City has only presented information for the years in which information is available.

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required Supplementary Information – Pension Schedules
For the Fiscal Year Ended September 30, 2017

Pension Schedules

A. Changes of assumptions.

2017

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

2016

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

2015

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

B. Changes in benefit provisions.

2016

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

SUPPLEMENTAL INFORMATION

City of Gautier, Mississippi
Schedule of the Expenditures of Federal Awards
For the Year Ended September 30, 2017

Federal Grantor/ Passed-through Grantor/ Program Title or Cluster	Federal CFDA Number	Grant No. / Pass-Through Number	Federal Expenditures
Environmental Protection Agency			
Brownfield Assessment	66.818	BFD00D25414	\$ 211,972
Total Environmental Protection Agency			<u>211,972</u>
U.S. Department of Transportation			
Passed through the MS Department of Transportation			
Transportation Improvement - Martin Bluff Road	20.205	STP-919	1,332,242
Transportation Improvement - Hwy 57	20.205	STP-0494	1,142
Transportation Improvement - Safe Routes to Schools	20.205	STP-0494	186,972
Sub-total			<u>1,520,356</u>
Passed through MS Department of Public Safety			
Alcohol Impaired Driving Enforcement Grant	20.607	154AL-2017-ST-21-1	21,732
Total U.S. Department of Transportation			<u>1,542,088</u>
U.S. Fish and Wildlife Service			
Passed through MS Department of Marine Resources			
Sport Fish Access Program - Boat Launch Improvements	15.605	MS-F-F16AF00484	156,638
Total U.S. Fish and Wildlife Service			<u>156,638</u>
U.S. Department of Agriculture			
Passed through the Natural Resources Conservation Service			
Emergency Watershed Protection	10.923	68-4423-17-222	14,150
Total U.S. Department of Agriculture			<u>14,150</u>
U.S. Department of Justice			
Equitable Sharing Program	16.922		51,257
Total U.S. Department of Justice			<u>51,257</u>
Total Expenditures of Federal Awards			<u><u>1,976,105</u></u>

City of Gautier, Mississippi
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2017

Note 1 – General

The accompanying schedule of Expenditures of Federal Awards (SEFA) presents the activity of all federal award programs of the City of Gautier, Mississippi (the “City”). All federal awards received directly from federal agencies as well as federal awards passed through other government agencies to the City are included in the accompanying SEFA.

Note 2 – Basis of Accounting

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the modified-accrual basis of accounting. Differences between the granting-agency basis of accounting and the basis of accounting used by the City in preparing its financial fund statements may occur.

Note 3 – Federal Loans

The City has the following federal loans outstanding as of September 30, 2017:

<u>Program Title</u>	<u>CFDA Number</u>	<u>Current Year Expenditures</u>	<u>Unpaid Loan Balance</u>	<u>Original Loan Amount</u>
Environmental Protection Agency Passed-through the Mississippi Department of Environmental Quality				
DWI-H280114-02	66.458	-	243,030	422,610
DWI-H280114-01-02	66.458	-	477,191	470,475
SRF-C280879-02-2	66.458	-	1,170,483	1,760,448
SRF-C280879-01-3	66.458	-	670,862	1,288,485
DWI-H280092-01-3	66.458	-	781,318	1,344,987
SRF-C280754-01-3	66.458	-	1,018,086	1,865,320
Total federal loans		<u>\$ -</u>	<u>\$ 4,360,970</u>	<u>\$ 7,152,325</u>

City of Gautier, Mississippi
Schedule of Surety Bonds
(Required by State of Mississippi)
For the Fiscal Year Ended September 30, 2017

Position	Name	Amount
Mayor	Philip Henry Torjusen	\$ 100,000
Councilman	Adam Douglas Colledge	100,000
Councilman	Mary F Martin	100,000
Councilman	Cameron B George	100,000
Councilman	Richard Jackson	100,000
Councilman	Casey C Vaughan	100,000
Councilman	Charles Rusty Anderson	100,000
City Manager	Paula N Yancey	50,000
Police Chief	Dante L Elbin	50,000
City Clerk	Cynthia Russell	50,000
Deputy City Clerk	Teresa Montgomery	50,000
Deputy City Clerk	Tricia Thigpen	50,000
Executive Asst	Chasity Bilbo	50,000
Administrative Clerk	Joan Craswell	50,000
Administrative Clerk	Rachel Honea	50,000
Administrative Clerk	Addie Bang	50,000
Administrative Clerk	Ramona Morgan	50,000
Purchasing Clerk	Sherry Farabee	50,000
Acctg/Personnel Clerk	Lekeisha Hill	50,000
Acctg/Personnel Clerk	Kim Sheppard	50,000
Acctg/Personnel Clerk	Leoquetta Reddix	50,000
Court Clerk	Donna Davis	50,000
Michael Steward	Michael Steward	50,000
Records Clerk	Tina Hansen	50,000
Police	Daniel Selover	25,000
Dispatcher	Teresa Godwin	50,000
Dispatcher	Cameron Thigpen	50,000
Dispatcher	Juanita Wells	50,000
Dispatcher	Danielle Price	50,000
Dispatcher	Ashtin Langdon	50,000
Dispatcher	Timothy Werner	50,000
Dispatcher	Keisha Keyes	50,000
Dispatcher	David Lovett	50,000
Dispatcher	Alyssa McVicker	50,000
Park Attendant	Laquita Harris	50,000
Park Attendant	Paxton Stokley	50,000
Park Attendant	Donnie Bennett	50,000
Park Attendant	Emily Cumbest	50,000

SPECIAL REPORTS

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

August 7, 2018

Honorable Mayor and
City Council of
City of Gautier, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi (the "City") as and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated August 7, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we considered to be material weaknesses. We did not identify any deficiencies in internal control that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs to be a material weakness: 2017-002.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs to be a significant deficiency. 2017-001.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matter that is required to be reported under *Government Auditing Standards* as described in the schedule of findings and questioned cost: 2017-002.

City of Gautier, Mississippi's Response to Findings

City of Gautier Mississippi's response to the findings identified in our audit is described in the Auditee's Corrective Action Plan. City of Gautier, Mississippi's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1926)

Certified Public Accountants

HANCOCK BANK BUILDING

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**LIMITED INTERNAL CONTROL AND
COMPLIANCE REVIEW MANAGEMENT REPORT**

August 7, 2018

Honorable Mayor and
City Council of
City of Gautier, Mississippi

In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2017, we considered the City's internal control to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on internal control.

In addition, for areas not considered material to the City of Gautier, Mississippi's financial reporting, we have performed some additional limited internal control and state legal compliance review procedures as identified in the state legal compliance audit program issued by the Office of the State Auditor. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the County's compliance with these requirements. Accordingly, we do not express such an opinion. This report does not affect our report dated August 7, 2018, on the financial statements of the City of Gautier, Mississippi.

Due to the reduced scope, these review procedures and compliance tests cannot and do not provide absolute assurance that all state legal requirements have been complied with. Also, our consideration of internal control would not necessarily disclose all matters within the internal control that might be weaknesses. In accordance with Section 7-7-211, Miss. Code Ann. (1972), the Office of the State Auditor, when deemed necessary, may conduct additional procedures and tests of transactions for this or other fiscal years to ensure compliance with legal requirements.

The results of our review procedures and compliance tests identified certain areas that are opportunities for strengthening internal controls and operating efficiency. Our finding, recommendation, and your response are disclosed below:

Purchasing.

1. The state purchase law regarding the bidding procedures for purchases over \$5,000 but not over \$50,000 requires two bids to be obtained as prescribed by the State Auditor Purchase Law Summary. (Section 31-7-13(d)). The City made a purchase within the above limits without receiving two quotes.

Repeat Finding	No
Criteria	Purchases must be made in compliance with state law.
Condition	During our audit testing we noted an instance where two quotes were not obtained for a purchase that totaled between \$5,000 and \$50,000. This purchase was made for equipment in total of \$5,278.
Cause	Two bids were not received for purchases that were greater than \$5,000.
Effect	Mississippi law was not followed.
Recommendation	We recommend that the City follow the State Auditor's Purchase Law Summary and to ensure that all costs, exclusive of freight or shipping charges, are included to determine the threshold for obtaining two quotes.
City's Response	A purchase was made for \$5,573 for disc golf equipment, of which \$295 of that amount was for shipping; therefore, making the purchase for \$5,278. The City obtained verbal quotes, but not written as prescribed. The City will take measures to ensure that \$5,000 threshold is complied with in accordance with purchasing laws.

This report is intended for the information of the City's management and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

CHRIS TAYLOR, CPA
CHARLENE KERKOW, CPA

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: THECPAFIRM@AOL.COM

**INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

August 7, 2018

Honorable Mayor and
City Council of
City of Gautier, Mississippi

Report on Compliance for Each Major Federal Program

We have audited City of Gautier, Mississippi's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on the City's major federal program for the year ended September 30, 2017. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each of the Other Major Federal Programs

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2017.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs
September 30, 2017

SECTION 1 – SUMMARY OF AUDITORS’ RESULTS

Financial Statements:

- | | | |
|----|---|------------|
| 1. | Type of auditors' report issued on the financial statements: | |
| | Governmental activities | Unmodified |
| | Business-type activities | Unmodified |
| | General and other major funds | Unmodified |
| | Aggregate remaining fund information | Unmodified |
| 2. | Internal control over financial reporting: | |
| | a. Material weaknesses identified? | Yes |
| | b. Significant deficiencies identified that are not considered to be material weaknesses? | Yes |
| 3. | Noncompliance material to the financial statements noted? | Yes |

Federal Awards:

- | | | |
|----|--|---------------|
| 4. | Type of auditor's report issued on compliance for major programs: | Unmodified |
| 5. | Internal control over major programs: | |
| | a. Material weaknesses identified? | No |
| | b. Significant deficiencies identified that are not considered to be material weaknesses? | None Reported |
| 6. | Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | None |
| 7. | Federal programs identified as major: | |

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
20.205	U.S. Department of Transportation

- | | | |
|-----|---|------------|
| 8. | Dollar threshold used to distinguish between type A and type B programs: | \$ 750,000 |
| 9. | Auditee qualified as low-risk auditee? | No |
| 10. | Prior fiscal year audit finding(s) and questioned costs relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings in accordance with 2 CFR 200.526(b)? | No |

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs (Continued)
September 30, 2017

SECTION 2 – FINANCIAL STATEMENT FINDINGS

Governmental Activities

Significant Deficiency in Internal Control

2017-001	Inadequate segregation of duties.
Repeat Finding	Yes, 2016-002
Criteria	An effective system of internal control under generally accepted accounting principles requires that no one person handle all of the elements of a single transaction.
Condition	During our audit, we noted that the court clerk handles large volumes of cash transactions. She also handles receipts and posts the payments to court software. The court clerk also has the ability to make adjustments to case data.
Cause	The city lacks proper staffing and task assignments for adequate segregation of duties.
Effect	Failure to implement controls over the collecting, recording and lack of separation of duties could result in the loss or misappropriation of public funds.
Recommendation	We recommend that the City establish and implement new procedures and policies in order to maintain adequate separation of duties or oversight in the collection of court and traffic fees.

Business-type Activities

Material weakness in Internal Control/Non-Compliance

2017-002	Lack of oversight in handling delinquent employee utility bills.
Repeat Finding	No
Criteria	An employee of the city with a city utility account with the city should not be allowed to carry an extended delinquent account and continue to have utility service.
Condition	During our audit, we noted instances where employees were beyond the period for having services terminated, yet termination still did not occur.
Cause	Failure to follow-up and lack of policies and procedures concerning employee's utility accounts.
Effect	An employee's failure to follow the city's policy can result in loss of public trust and loss of public funds.
Recommendation	We recommend that the City follow established guidelines and monitor employees utility accounts on a more diligent basis.

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs (Continued)
September 30, 2017

SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no federal award findings noted during the fiscal year ended September 30, 2017.

AUDITEE CORRECTIVE ACTION PLAN

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula S. Yancey*

*City Clerk
Cynthia Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron B. George
Ward 2 Richard "DJ" Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

**CITY OF GAUTIER, MISSISSIPPI
Corrective Action Plan
For the Year Ended September 30, 2017**

Section 2 – Financial Statements Findings

2017-001 Inadequate segregation of duties Significant Deficiency

Response: The City disagrees with the finding that a significant deficiency in internal control exists relating to the segregation of the court clerk's duties (Finding Number 2017-001). By law, specifically, Miss. Code Ann. Section 21-23-11, the municipal court clerk "**shall** keep permanent dockets [and/or] a minute record", "**shall** administer collection of all fines, penalties, fees and costs imposed by the court and [**shall**] deposit all collections" (emphasis added). Therefore, to "segregate" these responsibilities as suggested in the above-referenced Finding, would be a violation of state statute.

2017-002 Oversight of employee utility bills Material weakness

Response: During the audited time period, Utility billing was actually done by a third-party contractor. Subsequently during fiscal year 2018, (and prior to the actual audit occurring), the City has taken back over its Utility billing by City employees, which is now under the supervision of the City Clerk. There has also been established the position of Billing Supervisor to oversee the billing process. Additional steps have been taken to resolve the notation. It does deserve to be noted that the code "cutoff override" utilized by the Tyler billing system appears in many cases, such as when an account is pending council action on a proper adjustment, or when payment arrangements have been made. This is true for any resident of the City of Gautier.

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

Council Meeting:
Title:

August 21, 2018
Approval of an Ordinance to adopt the 2018 ICC Building Code, 2017 National Electrical Code and other related codes

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Approval of an Ordinance to adopt the 2018 ICC Building Code, 2017 National Electrical Code and other related codes

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:

ORDINANCE NUMBER 000-2018

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, ADOPTING THE 2018 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2017 NATIONAL ELECTRICAL CODE; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

The City Council finds that the adoption of the 2018 International Building Code including appendices C and I, the 2018 International Residential Code including appendices E, G, I, J, K, M, N, O, and P (excluding section 313.2- **One and two family dwellings automatic fire sprinkler systems**), the 2018 International Existing Building Code, the 2018 International Fire Code including appendices B thru N, the 2018 International Fuel Gas Code the 2018 International Mechanical Code including appendix A, the 2018 International Plumbing Code including appendices B, C, D, and E, the ICC 600-2008 Standard for Residential Construction in High Wind Regions, and the 2017 National Electrical Code (NFPA 70) is necessary to ensure safety and welfare of the citizens of the City of Gautier and to ensure conformity with local, state and federal requirements.

Section 2. Amendment of Chapter 6

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, and Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully;

2018 International Building Code including appendices C and I

2018 International Residential Code including appendices E, G, I, J, K, M, N, O, and P (excluding section 313.2- **One and two family dwellings automatic fire sprinkler systems**)

2018 International Existing Building Code

2018 International Fire Code including appendices B through N,

2018 International Fuel Gas Code including appendices A, B, C and D

2018 International Mechanical Code including appendix A

2018 International Plumbing Code including appendices B, C, D, and E

2017 National Electrical Code (NFPA 70)

ICC 600-2008 Standard for Residential Construction in High-Wind Regions

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Adopted: _____

Phil Torjusen, Mayor

Attest:

Approved as to form and legal sufficiency.

Cindy Russell,
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Planning Technician
Date: 08/08/2018

Subject: Approval to adopt the 2018 ICC Building Code, 2017 National Electrical Code and other related codes

REQUEST:

The Planning Department requests that City Council adopt updated Building and related Codes. The request to adopt includes the 2018 editions of the International Building Code, International Residential Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, and the 2017 National Electrical Code (NFPA 70).

BACKGROUND:

The City of Gautier's current Building and related codes consist of the 2012 editions of the International Building Code, International Residential Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, and the 2011 edition of the National Electrical Code (NFPA 70). These codes were adopted by the City of Gautier, reflected in Ordinance Number 210-2012, on December 18, 2012. Although the 2012 edition of the International Existing Building Code was not adopted at that time, staff is requesting that council consider adopting the 2018 edition of the International Existing Building Code at this time.

DISCUSSION:

The adoption of updated Building and related Codes are necessary for the City of Gautier to regulate and govern the erection, alteration, maintenance, and conditions of all property, buildings, and structures within the jurisdiction while providing minimum safeguards for citizens and to protect health, safety, and welfare as they relate to the residential and commercial built environment.

In addition, it is also a requirement of the Mississippi State Rating Bureau that municipalities maintain and enforce current building codes, specifically within two (2) code cycles of the most current codes. This requirement aids in maintaining or possibly improving our Building Code Effectiveness Grading Schedule (BCEGS) score. This score is a key factor in lowering certain insurance rates for homeowners within the City.

RECOMMENDATION:

Staff recommends that City Council adopt the 2018 editions of the International Building Code including appendices C and I, the International Residential Code including appendices E, G, I, J, K, M, N, O, and P but excluding section 313.2- One and two family dwellings automatic fire sprinkler systems, the International Existing Building Code, the International Fire Code including appendices B thru N, the International Fuel Gas Code including appendices A, B, C and D, the International Mechanical Code including appendix A, the International Plumbing Code including appendices B, C, D, and E, and the 2017 National Electrical Code (NFPA 70).

City Council may:

1. Approve to adopt the proposed codes as presented; or
2. Approve to adopt the proposed codes with changes; or
3. Deny adopting the proposed codes.

ATTACHMENTS:

None

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

Council Meeting:
i Title:

**August 21, 2018
Approval of Supplemental Agreement #1 for
Additional Services for Martin Bluff
Road Widening and Improvements Project
STP-9194-00(0001)LPA/105069-801000**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval of Supplemental Agreement #1 for Additional Services for Martin Bluff Road Widening and Improvements Project STP-9194-00(0001) 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, J.E. Talley Construction, Inc. was awarded a contract for the demolition of all structures (including homes, fences, driveways, etc.) acquired by the City for the Martin Bluff Road Widening Project (hereinafter, the "Project");

WHEREAS, the original contract included unit pricing for borrow excavation, clearing and grubbing, and grassing; and

WHEREAS, during the course of the work, it became apparent that additional borrow excavation, clearing and grubbing, and grassing will be necessary to complete the goal of the Project; and

WHEREAS, the project engineer, Michael Baker Intl. has therefore requested (and MDOT has approved) Supplemental Agreement 1 to address the additional work; and

WHEREAS, the original construction cost was \$144,801.06. The supplemental agreement would add \$42,100.00, for a total project cost of \$186,901.06; and

WHEREAS, based on the information provided by the project engineer, Michael Baker Intl., the City finds that the additional work is necessary and incidental to completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and the increase in cost is reasonable; and

WHEREAS, pursuant to 31-7-13(g), the City is authorized to make changes to a construction contract without further public bidding when the modifications are necessary and would better serve the purposes of the City.

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Supplemental Agreement #1 with J.E. Talley Construction, Inc. for additional services for Martin Bluff Road Widening and Improvements Project STP-9194-00(0001) LPA/105069-801000 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 21, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 07/27/2018
Subject: J.E. Talley Construction, Inc. Supplemental Agreement No. 1 for Additional Services for Martin Bluff Road Widening and Improvements Project STP-9194-00(0001)LPA/105069-801000

REQUEST:

The Grants and Projects Department requests City Council approval of Supplemental Agreement No. 1 with J.E. Talley Construction, Inc. for the Martin Bluff Road Widening and Improvements Project.

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:

Talley was awarded a contract for the demolition of all structures (including homes, fences, driveways, etc.) acquired by the City for the Martin Bluff Road Widening Project. This supplemental agreement includes the clearing of additional right-of-way in order for utilities to relocate prior to road widening construction. Talley has agreed to perform the additional work and provide borrow material/grassing at the original unit price. The original construction cost was \$144,801.06. This supplemental agreement would add \$42,100.00, for a total project cost of \$186,901.06.

RECOMMENDATION:

The City Council may:

- 1) Approve Supplemental Agreement No. 1 with J.E. Talley Construction, Inc. as presented; or
- 2) Not approve Supplemental Agreement No. 1 with J.E. Talley Construction, Inc. as presented.

ATTACHMENTS:

1. Engineer's Letter and Supplemental Agreement No. 1
2. Business Item 1- Martin Bluff Road Widening and Improvements Agreement

July 12, 2018

April Stennett, Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: **Martin Bluff Road, Demolition Project**
STP-9194-00(001)LPA/105069-811000

Ms. Stennett,

Please find enclosed (3) partially executed copies of Supplemental Agreement No. 1 for the contractor to complete additional clearing of right-of-way in order for utilities to relocate prior to the roadway widening project. Please submit this to the City Council for review and concurrence at their next meeting. Upon approval by the Council, please proceed with the Supplemental Agreement process and follow the PDM as outlined below:

- The City of Gautier (LPA) must review the Supplemental Agreement for approval purposes only (PLEASE NOTE: The City should not sign the Supplemental Agreement at this time);
- Upon the Council's approval, the (3) original Supplemental Agreements, signed only by the Consultant/Engineer, Contractor, and Surety, will be sent to the MDOT LPA Coordinator (listed below) requesting review and concurrence from the MDOT;
Attn: David Seyfarth, P.E.
Special Projects Engineer
Mississippi Department of Transportation
16499 #B Highway 49
Saucier, MS 39574-9740
- The Supplemental Agreement will be reviewed by the MDOT, and if appropriate, the MDOT district engineer will approve and sign;
- At the appropriate time, the LPA Division will forward (2) original Supplemental Agreements to the LPA for execution at their discretion. The executed Supplemental Agreement will remain on file with the LPA.

Should you have any questions, or require any additional information, please feel free contacting me at (228) 818-2839.

Respectfully,

Jeffrey D. May, P.E., P.M.P.
Project Manager

File No. 162483

City of Gautier
Project No. STP-9194-00(001)LPA/105609-811000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, J.E. Talley Construction, Inc., Contractor, and **SureTec Insurance Company**, Surety, entered into a contract with the **City of Gautier, LPA**, on the **23rd** day of **February**, for the construction of Federal Aid Project No. **STP-9194-00(001)LPA/105069-811000**, **Jackson county**; AND

WHEREAS: The City of Gautier has requested the Contractor clear approximately 4 acres of right-of-way to allow for the relocation of existing utilities prior to the future roadway widening project along Martin Bluff Road; AND

WHEREAS: The City of Gautier has requested the Contractor use a different classification of material for the backfill of demolished house slabs in order to properly establish permanent grassing; AND

WHEREAS: The City of Gautier has reviewed the contract documents and determined the most feasible solution to add this necessary work to the contract, AND

WHEREAS: The contractor has agreed to perform the work in accordance with the contract specifications and has agreed to provide the borrow material and grassing at the original unit price bid, AND

WHEREAS: The contractor has agreed to perform the work in accordance with the contract specifications and has agreed to perform the additional clearing at an agreed upon price, AND

WHEREAS: The contractor is due additional monies due to added work and quantity adjustments, AND

WHEREAS: These changes and additional work are listed on the attached supplemental sheet(s) and Quantity Adjustment Form(s); AND

NOW, THEREFORE, It is mutually agreed by all parties that this participating work will be accomplished under the following pay items and unit prices;

Pay Item	Description	Unit	QTY	Unit Price	Extension
203-EX012	Borrow Excavation, AH, FME, Class B3	CY	2467	\$10.89	\$26,865.63
201-A001-SA1	Clearing and Grubbing	Acre	4	\$7,500.00	\$30,000.00
225-A001	Grassing	Acre	4	\$3,025.00	\$12,100.00
Additional Items Total					\$68,965.63

Original Construction Cost	\$144,801.06
Changes by Previous Supplemental Agreements	\$ 0.00
Total Additional Participating Pay Items	<u>\$ 42,100.00</u>
Total Revised Construction Costs	\$186,901.06

City of Gautier
Project No. STP-9194-00(001)LPA/105609-811000
SUPPLEMENTAL AGREEMENT NO. 1

The total number of working days allowed for completion of the contract will remain at forty-seven (47). Any increase in contract time will be in accordance with Subsection 108.06 of the 2017 Edition of Standard Specifications for Road and Bridge Construction.

It is mutually agreed that the above stated price is full and final compensation for all materials, equipment, labor, traffic control, and incidentals necessary to complete the work addressed herein. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Mr. David Seyfarth District LPA Coordinator, Mr. Gabe Faggard MDOT Construction Area Engineer, Mr. Greg Grondin, MDOT Construction Division, and Mr. Jeff Altman, MDOT LPA Division.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Brody Eric Buckley, Angela Bullie, Trina Cobb, Peggy L. Jackson, Stephen Wesley Price, Jr., Amanda Jean Charfauros

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2019 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 23rd day of February, A.D. 2017.

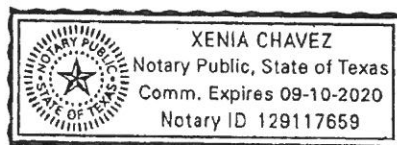


SURETEC INSURANCE COMPANY

By: John Knox Jr., President

State of Texas ss:
County of Harris

On this 23rd day of February, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this JUL 11 2018 day of JUL 11 2018, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

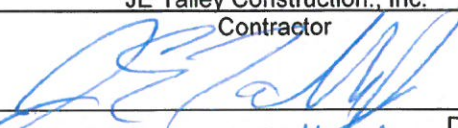
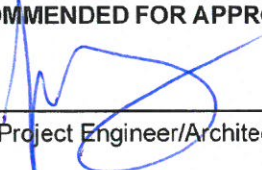
Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

City of Gautier
Project No. STP-9194-00(001)LPA/105609-811000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, JE Talley Construction, Inc., Contractor, and SureTec Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this ____ day of ____, 20__.



<u>SureTec Insurance Company</u>		<u>JE Talley Construction, Inc.</u>	
Surety		Contractor	
By: 	<u>7/14/18</u>		<u>7/12/18</u>
Stephen Wesley Price, Jr.	Date	Joseph E. Talley, Jr.	Date
Attorney-in-Fact Vice President			
RECOMMENDED FOR APPROVAL:			
	<u>7/12/2018</u>		
LPA Project Engineer/Architect	Date		

MDOT District Engineer Date

APPROVED:

LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

City of Gautier
Project No. STP-9194-00(001)LPA/105609-811000
SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET

PROJECT NO.: STP-9194-00(001)LPA / 105609-811000

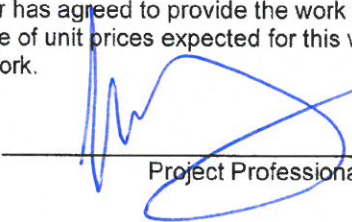
DETAILED EXPLANATION OF NECESSITY OF WORK INVOLVED:

This Contract is for the demolition of structures and obstructions within the right-of-way of Martin Bluff Road. The project is necessary to demolish houses within the right-of-way acquired by the City of Gautier for the future Widening of Martin Bluff Road. Original Contract Documents call for Class B3 material to be used as backfill for demolished house slabs removed as part of this project. Class B3 material is a clean sand that will likely cause the establishment of permanent grassing to be difficult. It is recommended a Class B5 material be used in lieu of the Class B3 as specified in the original contract documents. The use of Class B5 material will promote the growth of permanent grassing and aid in erosion control.

The contractor has agreed to provide the work at original contract unit price for borrow material. No additional time will be required to accomplish this work.

The demolition of houses and other obstructions as part of this project is necessary for the future roadway widening project along Martin Bluff Road. Prior to the roadway widening project beginning, all utilities known to be in conflict with construction must be relocated as required by the MDOT LPA Project Development Manual. There are multiple wooded areas of right-of-way along the existing Martin Bluff Road that must be cleared in order for utilities to be relocated. The total area to be cleared is 4 acres.

Although an existing pay item for clearing and grubbing was included in the contract, the nature and scope of this work has changed. The contractor has agreed to provide the work at an increased price which is within the reasonable range of unit prices expected for this work. No additional time will be required to accomplish this work.



Project Professional

LPA Official

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. STP-9194-00(001)LPA / 105069-811000
 3. DATE 6/27/2018 4. LPA City of Gautier
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	203-EX012 Borrow Excavation, AH, FME, Class B3	2467	0	-2467	CY	\$ 10.89	\$ (26,865.63)
Reason: The sandy backfill material will prove difficult to establish permanent grassing.							
2	203-EX014 Borrow Excavation, AH, FME, Class B5	0	2467	2467	CY	\$ 10.89	\$ 26,865.63
Reason: This material classification will be better suited for the establishment of permanent grassing							
3	201-A001-SA1 Clearing and Grubbing	0	4	4	Acre	\$ 7,500.00	\$ 30,000.00
Reason: Clearing of the right-of-way will be necessary for the relocation of utilities prior to the future roadway widening project.							
4	225-A001 Grassing	1	5	4	Acre	\$ 3,025.00	\$ 12,100.00
Reason: Right-of-way cleared of trees and vegetation will require additional grassing quantity.							
5							\$ -
Reason:							
6							\$ -
Reason:							

6. Original Cost Estimate for Project: Dated	5/6/2018	\$ 144,801.06
7. Changes by Previous Quantity Adjustment(s)	\$ -	\$ 144,801.06
8. Changes This Quantity Adjustment	QA1	\$ 42,100.00
9. a. Original Construction Engineering and Contingencies	N/A	
b. Less - Total of All Quantity Adjustments to Date	\$ 42,100.00	
c. Less - Construction Engineering Expenses to Date	N/A	
d. Equals - Remaining Const. Eng and Contingencies	N/A	
10. Revised Total Estimated Cost of Project		\$ 186,901.06

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL
 Date Requested 7/12/18

 Project Manager
 Date Approved _____

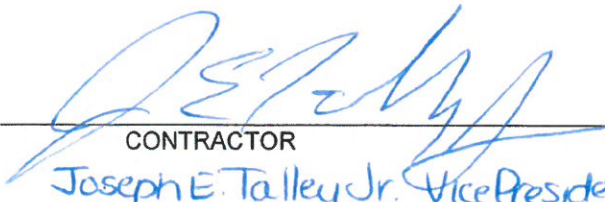
 LPA Official

City of Gautier
Project No. STP-9194-00(001)LPA/105609-811000
SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:

Unit Prices for the additional work to be added by this Supplemental Agreement and Quantity Adjustment have been compared to average bid prices provided by MDOT Construction Division and found to be fair.


CONTRACTOR

Joseph E. Talley Jr. Vice President

(If additional space is needed use extra sheets.) JE Talley Construction Inc

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

Council Meeting:
Title:

August 21, 2018
Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Robinson Still Road Water Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Robinson Still Road Water Project in an amount not to exceed \$54,440.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City of Gautier annexed the Robinson Still Road area in 2002.

WHEREAS, engineering work is required to determine the best way to provide water services to the area; and

WHEREAS, Seymour Engineering has offered to provide professional services for this project, including topographic survey, obtaining approvals from the Mississippi Department of Health/Jackson County Utility Authority, drafting engineering plans and specifications, construction phase services, construction administration, and RPR;

WHEREAS, the project will be funded through the revenue bond;

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 for work associated with the Robinson Still Road Water Project in an amount not to exceed \$54,440 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 21, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 08/14/2018
Subject: Robinson Still Road Water Project – 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 Robinson Still Road Water Project in an amount not to exceed \$54,440.

BACKGROUND:

The City of Gautier annexed the Robinson Still Road area in 2002. This engineering work is to determine the best way to provide water services to the area. The project will be funded through the revenue bond.

DISCUSSION:

Seymour will provide services including topographic survey, obtaining approvals from the Mississippi Department of Health/Jackson County Utility Authority, engineering plans and specifications, construction phase services, construction administration, and RPR.

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 Robinson Still Road Water Project in an amount not to exceed \$54,440.

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Robinson Still Road Water Project as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Robinson Still Road Water Project as presented.

ATTACHMENTS:

1. Robinson Still Rd. Agreement

**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 extend the water main on Robinson Still Road 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
ROBINSON STILL ROAD WATER MAIN EXTENSION
CITY OF GAUTIER**

I. SURVEYING

A. Topographic Survey

Conduct a topographic survey of the project area locating underground utilities, roadway alignment, house locations, and all existing conditions.

COST: LUMP SUM \$6,640.00

II. LOCAL/STATE APPROVALS

Work with the Mississippi State Department of Health, Jackson County Utility Authority, and other government agencies to obtain appropriate approvals.

COST: LUMP SUM \$1,500.00

III. 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. Sheet Pile Dimensions and Elevation Cross-Sections
5. Construction Details
6. Stormwater Pollution Prevention Plan

SPECIFICATIONS

7. Contract Documents
8. Technical Specifications

COST: LUMP SUM \$31,800.00

IV. 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.

COST: LUMP SUM \$2,500.00

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.

COST: LUMP SUM \$5,200.00

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.

COST: LUMP SUM \$6,800.00

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:

August 21, 2018

Title:

**Approval of minutes from Special Call Meeting
held July 31, 2018 and Regular Council Meeting held
August 7, 2018**

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

**Summary Explanation: Approval of minutes from Special Call Meeting held July 31, 2018 and
Regular Council Meeting held August 7, 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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Special Call Meeting held July 31, 2018 and Regular Council Meeting held August 7, 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 21, 2018.

Tuesday
July 31, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A SPECIAL CALL MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held July 31, 2018 at 5:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members, Richard Jackson, Casey Vaughan, and Rusty Anderson. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney and other concerned citizens. Councilman George and Councilman Colledge subsequently arrived at 5:32 PM, and Councilwoman Martin subsequently arrived at 5:50 PM.

**July 31, 2018
CALL FOR SPECIAL MEETING**

WHEREAS, there exist certain matters which the below signed Mayor of the City of Gautier desires to handle prior to the next regular meeting; and

NOW, THEREFORE, the undersigned Mayor of the City of Gautier hereby calls for a Special Meeting of the Mayor and Council of the City of Gautier, said meeting to be held in the Gautier Municipal Building, 3330 Hwy 90, Gautier, Mississippi, on Tuesday, July 31, 2018 at 5:30 PM. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972.

The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
July 31, 2018
5:30 PM**

I. Call to Order

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

II. Agenda Order Approval

- 1. Selection of most qualified proposal(s) for solid waste collection and disposal services, and authorization of City Manager to negotiate terms of solid waste contract.**
- 2. Authorization to advertise for proposals and qualifications for pre-event disaster contracts.**
- 3. Budget Workshop**

Adjourn until August 7, 2018 @ 6:30 PM
www.gautier-ms.gov

Councilman George and Councilman Colledge arrived at the meeting at 5:32 p.m.

Councilman Vaughan made the motion to approve the agenda order, as presented. **Councilman Colledge** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to select the two most qualified proposals as those submitted by Waste Pro of Mississippi and Pelican Debris and Waste, and to authorize the City Manager to enter negotiations with these entities in order to prepare a contract for solid waste collection and disposal for consideration by City Council, as presented. Councilman Jackson seconded the motion and the vote carried unanimously.

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

ORDER NUMBER 133-2018

WHEREAS, pursuant to Miss. Code Ann. Section 31-7-13(r), the City of Gautier publicly issued a request for proposals for solid waste collection and disposal services; and

WHEREAS, the City received responses from Waste Pro of Mississippi, Pelican Waste and Debris, and Waste Management; and

WHEREAS, it is the responsibility of the City to select the proposal or proposals that, in the opinion of the City shall be the most qualified proposal(s), on the basis of price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to the attachments, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors; and

WHEREAS, based on the above factors, as applied to the information contained in the submitted proposals, in addition to the evaluations performed by staff based on those factors, the Council, the Mayor and Members of Council hereby find that the proposal(s) submitted by Pelican Debris and Waste and Waste Pro is/are the most qualified;

THEREFORE, 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 negotiate with such entity(ies) in an effort to prepare a contract for these services, which will be entertained by this Council at an upcoming meeting; and

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

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

NAYS: None

ABSENT: Mary Martin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 31, 2018.

Company	PRICE	FINANCIAL RESPONSIBILITY	TECHNOLOGY	LEGAL RESPONSIBILITY	EXPERIENCE, BACKGROUND AND QUALIFICATIONS	ANSWERS TO THE ATTACHMENTS IN THE RFP	COMPLIANCE & ACCEPTANCE OF THE TERMS	Total
Pelican Waste TOTAL AVERAGE POINTS 42								
Selection Committee #1	6	6	7	8	8	8	7	50
Selection Committee #2	4	5	6	6	5	5	6	37
Selection Committee #3	6	5	6	6	5	6	6	40
Selection Committee #4	5	7	5	5	7	7	5	41
								168
Waste Pro TOTAL AVERAGE POINTS 37								
Selection Committee #1	6	7	6	8	1	7	8	43
Selection Committee #2	5	6	5	5	5	5	4	35
Selection Committee #3	5	7	5	6	6	4	4	37
Selection Committee #4	5	6	4	4	5	5	4	33
								148
Waste Management TOTAL AVERAGE POINTS 35								
Selection Committee #1	1	8	2	8	8	8	7	42
Selection Committee #2	3	6	5	5	7	4	4	34
Selection Committee #3	4	7	6	5	6	4	4	36
Selection Committee #4	2	4	6	3	5	3	3	26
								138

	POINT SCALE	
10	BEST RESPONSE	
9- 8	EXCELLENT, INSIGHTFUL RESPONSE	
7- 6	MORE THE ADEQUATE RESPONSE	
5- 4	ADEQUATE RESPONSE	
3- 2	INADEQUATE RESPONSE	
1	TOTALLY INADEQUATE RESPONSE	
0	NO RESPONSE	

Mayor/Council based on price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to the attachments, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors; the Selection Committee hereby found that the proposal(s) submitted by Pelican Waste & Waste Pro of Mississippi are the most qualified proposals and the Selection Committee asks that the City Manager be authorized to negotiate with such entity(ies) in an effort to prepare a contract for these services, which will be entertained by this Council at an upcoming meeting

Councilman George made the motion for the authorization to advertise for proposals and qualifications for pre-event disaster contracts, as presented. Councilman Colledge seconded the motion and the vote carried unanimously.

Councilwoman Martin arrived after motion was made at 5:50 p.m., she was present to vote.

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

ORDER NUMBER 134-2018

WHEREAS, the current contracts for pre-event disaster services are set to expire in the coming months; and

WHEREAS, the Mayor and Council Members find it is in the best interests of the City to issue requests for proposals and qualifications for these services; and

THEREFORE, 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 issue request for proposals and qualifications for pre-event disaster services, and to advertise same.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 31, 2018.

**REQUEST FOR PROPOSALS
DISASTER RESPONSE SERVICES AND SUPPLIES**

The City of Gautier will accept sealed proposals from qualified companies until 12:00 noon on August 28, 2018, for Disaster Response Services and Supplies in Gautier, Mississippi. Proposals will be opened in the Council Chambers located in the Gautier City Hall Building at 3330 Highway 90, Gautier, Mississippi, 39553 at 1:00 P.M. on August 28, 2018.

Packages containing the Proposals must be stamped and dated before 12:00 noon addressed to Sherry Farabee, Purchasing Agent and designated as:

**"PROPOSAL FOR PRE-EVENT DISASTER RESPONSE SERVICES AND
SUPPLIES FOR THE CITY OF GAUTIER, MISSISSIPPI"**

An original and ten (10) copies of the proposal must be received in a sealed package prominently marked on the exterior with the name and address of the firm.

Submittals should be mailed or hand delivered to Sherry Farabee, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553. Submissions by fax or other electronic media will not be accepted. Late submissions will not be accepted, but will be returned to the sender unopened. If you have questions concerning this RFP, please contact the Purchasing Department at 228-497-8000.

Proposal specifications may be obtained from the Purchasing Department at 3330 Highway 90, Gautier, Mississippi 39553. Proposals will be evaluated based on qualifications, experiences, price, and references as described in the request for proposals.

The Owner reserves the right to reject any and all proposals received and to award said proposals in the best interest of the Owner. Furthermore, the Owner reserves the right to award any one bid item or multiple bid items to multiple contractors.

Publication Dates:

August 5th

August 12th

MISSISSIPPI PRESS

Open Date:

August 28, 2018

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE DISASTER RESPONSE FOR
SERVICES AND SUPPLIES FOLLOWING A NATURAL OR MANMADE DISASTER
IN THE CITY OF GAUTIER, MISSISSIPPI**

The City of Gautier, Mississippi, (hereinafter "City") is seeking proposals from experienced and qualified firms for a pre-disaster/pre-storm contract at no immediate or annual cost to the City for response services and supplies in the event of a disaster and as directed by the City in order to eliminate immediate threats to public health and safety. The existence of a pre-event contract does not bind the City to activate any or all of the terms of the contract and such activation is at the sole discretion of the City Council. The contract, attached hereto and incorporated herein by reference (the "Contract"), is to be in place and Task Orders shall only be issued at the City's option in the event of a disaster.

Proposals are sought for response services and supplies for disasters. The City seeks proposals for said services City-wide. The City will evaluate the proposals and award City-wide, in its discretion.

This shall be a three-year contract utilized on an "as needed" basis with the option for the City, after the initial contract period, to renew on a yearly basis for additional one (1) year terms, not to exceed three (3) additional years. Renewals shall be in accordance with the terms herein and prices may be adjusted up or down based on the annual percentage change in the Consumer Price Index as published by the U. S. Department of Commerce, Bureau of Labor Statistics as stated further herein.

Respondent must meet the following conditions:

1. Be licensed to do business in the State of Mississippi or at a minimum be authorized to transact business in the State of Mississippi (the "State").
2. Be able to provide eligible disaster response services and supplies, as set forth in the Scope of Services attached as Exhibit "A" attached hereto and incorporated herein by reference (the "Services").
3. Be willing and capable of performing the Services in the time and manner required, including but not limited to, maintenance of proper documentation, proper documentation preparation and management, and event closure services.
4. Be knowledgeable and have experience in the provision of the Services and in insuring that all Services qualify for reimbursement as available under FEMA and MEMA, as defined by the Stafford Act.
5. Be able to perform the Services and any other agreed to services in a timely manner and on short notice, recognizing that in the event of a disaster and issuance of a Task Order pursuant to the Contract, the City desires maximum and immediate response time.

Respondent must further agree to provide the following information:

1. A Company profile which must include the firm name and business address, including telephone number.
2. Year established (include former firm names and year established, if applicable).
3. Type of ownership and parent Company, if any.

4. Identification of governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and amount of contract.
5. The person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with City.
6. Whether Respondent or any employee thereof anticipated being assigned to provide disaster recovery and response services has been a defendant or plaintiff in any proceeding involving or arising out of such services within the past seven years.
7. Whether or not Respondent has had a contract related to disaster response and recovery canceled or has canceled same within the past seven years. If so, state the name and address of the other contracting party and reason.
8. Whether or not Respondent and/or its sub-contractors, which it proposes to use in response to this request, have performed work within the past five (5) years for which FEMA reimbursement was sought but which FEMA determined to be ineligible. If so, state the entity for which you performed the work, the dates of the work, the name of the storm involved or FEMA's Declaration Number, FEMA's basis for finding ineligibility, and any other information you deem relevant.
9. All Respondents must certify that neither Respondent, nor any employee thereof, has any conflict of interest, whether actual, apparent, direct or indirect, in connection with the services sought herein pursuant to Federal or Mississippi law.
10. Current obligations of Respondent, including time schedules and available staff.
11. Name, address, phone number, fax number and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
12. The Respondent's qualifications to meet the City's objectives and perform tasks listed in the proposal. This shall include size of firm, office location from which the service is being performed, nature of staff and equipment to be employed for each type of disaster event.
13. Types of and general listing of equipment, services and supplies available for recovery projects. (Please list all other services and supplies your Company is capable of providing regardless of whether those services are requested in the Fee Schedule attached as Exhibit "B".)
14. List of all disaster specific experience within the last five (5) years, including response time, client and contact person. The Respondent should indicate, relative to response time: The location of the Contractor's firm and equipment. In the case of a major disaster explain how quickly you could mobilize based on the severity of the disaster. Please indicate how your required equipment, services, supplies and personnel would be made available within time prescribed in this document.
15. Minimum three (3) letters of reference.

In addition to the above, Respondent must address the following areas:

1. **Services:**

A. Respondent must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has sufficient experience and expertise as is necessary to insure that all charges incurred by the City with respect to Respondent's Services hereunder must meet all Federal Emergency Management Agency ("FEMA") and the Mississippi Emergency Management Agency ("MEMA") eligibility requirements.

B. Request for services shall be through issuance of a Task Order and Notice to Proceed. It shall be within the sole discretion of the City to designate the services and pay items to be utilized.

2. **Payment to Respondent:**

A. Respondent shall submit a Fee Schedule on Exhibit "B". In the event of a Disaster and Authorization from the governing authorities of The City of Gautier to proceed with work, successful Respondent shall submit invoices to the City for all services provided. To receive payment, the Respondent must provide a bill of lading and receiving invoice signed by an authorized City representative.

B. Respondent acknowledges that the City will apply for FEMA or MEMA assistance. Therefore, Respondent represents that it will perform all Services hereunder in a manner, time and place so as to ensure and be consistent with such reimbursement by FEMA and MEMA to the City.

3. **Inspection by Respondent:** Respondent represents that it has inspected the City and is familiar with its road system, road widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the City. City agrees to provide whatever public information it has to assist Respondent in estimating the amount of labor and equipment and goods and materials needed. Respondent understands that any information provided by the City is meant only to assist the Respondent, and Respondent agrees to rely on its own knowledge and investigation and not any assistance provided by City. Respondent acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

4. **Hours of Work:** Respondent recognizes that time is of the essence in the event of issuance of a task order and Notice to Proceed under this contract, and City desires immediate response in less than twenty- four (24) hours following the disaster, upon issuance of task order and notice to proceed, Respondent shall devote such time, attention, and resources to the performance of Respondent's services and obligations hereunder as shall be necessary to provide services and supplies needed by City within the time frame as determined and dictated by the Governing authorities of The City of Gautier, Mississippi upon Notice to Proceed; however, the date set by the Council shall be reasonable.

5. **Local Preference:** In choosing materials related to its services under this Contract, the Respondent shall give preference to materials grown, produced, prepared, made or manufactured in Mississippi, to the extent feasible and practical. To the extent feasible and practical, Respondent will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources, if applicable or available.

6. **Time of the Essence:**

A. Respondent understands that time is of the essence in the performance of this Contract.

B. The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. City will issue Notice of Alert, for pre-staging purposes, prior to issuance of Notice to Proceed. There shall be no costs incurred by City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by City until Task Order designating services and pay item desired and Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters etc. is not an exact science and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued. Additionally, a representative of the Contractor must be available 24/7 once Notice of Alert is issued. In the event of communication failure, due to disaster, a Contractor representative must report to the City Manager as soon as the disaster conditions allow for further instruction by the City of Gautier. City reserves the right in severe emergency to issue task orders, notices to proceed and alerts by phone or any other available means.

C. Respondent agrees to work diligently to provide services and supplies by the earliest possible date.

7. **Staging of Labor and Equipment and Supplies:** Respondent must have enough labor, equipment, supplies and manpower to respond within twenty-four (24) hours.

8. **Indemnity:** Respondent agrees to indemnify and save harmless the City, its agents, officers and employees from and against losses and claims, demands, payments, suits, actions and judgments and damages of every kind and nature, both public and private, brought or recovered against them arising out of any act or omission of the Respondent, its agents or employees, or any of Respondent's subcontractors which results from or arises out of Respondent's performance or services under this contract.

9. **Liability Insurance:** The Respondent agrees to and shall procure and maintain during the duration of this Contract, Respondent's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Respondent from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Respondent or a subcontractor of the Respondent, and said insurance shall name, indemnify, defend, and hold harmless the City. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with an umbrella coverage of \$4,000,000.
- B. \$1,000,000 primary limit for all property damage, with an umbrella coverage of \$4,000,000.

10. **Workers' Compensation Insurance:** Respondent shall provide and maintain at its expense during the term of this Contract, in accordance with workers' compensation laws of the State of Mississippi, including occupational disease provisions, for all of the Respondent's employees, and in case any work is sublet, Respondent shall require any such subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Respondent. In case employees engaged in hazardous work under this contract

are not protected under the Workers' Compensation Law, the Respondent shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Respondent's workers' compensation coverage.

11. **Performance Bond:** Respondent agrees to provide the City with performance bond payable to, in favor of, or for the protection of the City for the work to be performed under this Contract in the amount of \$2,500,000 conditioned for the full and faithful performance of this Contract. Respondent will provide the name of the bonding Contractor.

12. **Payment Bond:** Respondent agrees to provide the City with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of \$2,500,000. Respondent will provide the name of the bonding Contractor.

13. **Subcontractors:** Respondent will provide the names and business addresses of any known subcontractors or teams which you plan on utilizing. Upon issuance of task order, Respondent must provide names, addresses of all subcontractors or teams to be utilized. All information required of submitting Respondent is also required from any proposed subcontractor or firm which Respondent expects to utilize. Respondent is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Respondent, by submitting this proposal, agrees that it shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required and shall not discriminate on the basis of race, color, national origin or sex and will require any contract with subcontractors to contain this provision. Respondent acknowledges that it is completely responsible for the actions or inactions of its subcontractors.

14. **Safety:** It shall be the sole responsibility of Respondent to ensure and provide for all safety precautions necessary in the performance of the contract, including food safety and preparation.

15. **Performance:** Respondent shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the City. Such performance by Respondent shall be in compliance with all applicable local, State and federal laws and regulations.

16. **Proprietary Information:** The Respondent should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

17. **Debarment:** By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Mississippi or the United States of America and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or the United States of America.

18. **Non-Collusion:** By submitting a response to this RFP, the Respondent represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Respondent has not in any manner sought by collusion to secure to that Respondent any advantage over any other respondent. By submitting a proposal, the Respondent represents and warrants that no official or employee of The City of Gautier has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

THIS IS A REQUEST FOR PROPOSALS AND IS NOT AN OFFER.

The City reserves the right to reject all proposals. The City of Gautier will establish a selection committee made up of five City Employees to rank and rate the proposals based on the following scale:

Qualifications	20 Points
Experience	20 Points
Price	50 Points
References	10 Points

After the proposals have been rated and ranked, the selection committee will develop recommendations of the respondent(s) that it determines to be responsible, responsive, fully qualified and best suited among those submitting proposals to fulfill the purposes of the RFP in a cost-effective manner. The recommendations will be submitted to City Council to designate the most qualified proposal(s), and then for negotiations and awarding of a contract(s). The City reserves the right to seek additional/supplemental representation on specific issues as needed. The City further reiterates this is a request for proposals for a non-exclusive contract. Choice of companies, if any, is within the sole discretion of City. The City's opinion as to qualifications and best interest of the City is final and fully vested in the City.

THE FOLLOWING STANDARD TERMS AND CONDITIONS WILL BE INCLUDED IN ANY CONTRACT AWARDED FROM THIS REQUEST FOR PROPOSALS

A. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the Contract with The City of Gautier; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; (d) notwithstanding any other provision of the Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the Contract; (e) that the Contractor is not barred from contracting with The City of Gautier; and (f) that the contractor is at least eighteen (18) years old.

B. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Respondents who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

C. Compliance with Laws and Regulations: The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. All applicable federal and State laws, municipal and City ordinances, and the rules and regulations of FEMA, MEMA and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. (1251-1387) and will report any violations to the County, FEMA or other applicable federal agency, and the regional Office of the Environmental Protection Agency (EPA). Where applicable, Contractor agrees to

comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Contractor will comply with the Energy Policy and Conservation Act (42 U.S.C. 6201) as well as any mandatory standards and policies relating to energy efficiency contained within any state energy conservation plan issued in compliance therewith.

D. Nondiscrimination: The Contractor understands that The City of Gautier is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that it will strictly adhere to this policy in its employment practices and provision of services.

E. Failure to Provide Service: If the Contractor fails to provide any services as discussed hereunder or fails to meet any obligations contained herein, the City reserves the right, in its sole discretion, to terminate the contract under Section 18 of the Contract, or the City may provide a time table to allow the Contractor to cure the default based upon the exigent circumstances.

F. Termination for Convenience: The City shall have the right to terminate the Contract without cause and at its convenience, upon written notice to the Contractor, and without damage, penalty, liability, additional cost or expenses paid by or assessed to the City. If the Contract is terminated by the City for convenience, the Contractor will be paid for the work completed as of the date of termination. The effective date of termination shall be as specified in the notice of termination.

G. Law to Govern: The Contract shall be construed and enforced in accordance with the laws of the State of Mississippi, without regard to conflicts of laws. The parties acknowledge that the Contract is made and entered into in The City of Gautier, Mississippi and will be performed in Gautier, Mississippi. The parties further acknowledge and agree that Mississippi law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that Mississippi law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the Contract. Any action to enforce the terms and provisions hereof shall be commenced in the Circuit or Chancery Court of Jackson County, Mississippi. By executing the Contract, the Contractor submits to the jurisdiction of said courts and hereby irrevocably waives any and all objections that it may have with respect to venue in any court sitting in Jackson County, Mississippi.

H. E-Verification: By submitting this proposal, Respondent represents and warrants that it will ensure its compliance with Miss. Code Ann. §71-11-1 and §71-11-3, and will register and participate in the status verification system for all newly hired employees.

LIMITATIONS

A. This request does not commit the City to the award of a contract or to pay any costs incurred in the preparation for a response to this request.

B. Proposals which do not conform to the requirements set forth in this RFP may be rejected by the City. Proposals may be rejected for reasons which include, but are not limited to, the following:

- a) The proposal contains unauthorized amendments to the requirements of the RFP;
- b) The proposal is conditional;
- c) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- d) The proposal is received late;
- e) The proposal is not signed by an authorized representative of the party;
- f) The proposal contains false or misleading statements or references;

- g) The proposal does not offer to provide all services required by the RFP; or
- h) The Respondent's Certification and Statement of Non-Collusion is not included or is not complete.

C. City reserves the right to reject any and all proposals, waive informalities, request additional information, and if an award is made, to award based on City's opinion as to whom is most advantageous for the City based on the selection criteria. This clause in no way requires the City to waive informalities or irregularities.

D. City is not responsible for any expenses which proposers may incur in the preparation and submittal of proposal requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations.

**REQUEST FOR PROPOSALS
DISASTER RESPONSE SERVICES AND SUPPLIES**

RESPONDENT'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

This form is to be completed by all respondents and included in their submitted proposal.

RESPONDENT: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

Certification of Independent Price Determination: The Respondent certifies that the prices submitted in response to this solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Representation Regarding Contingent Fees: The Respondent represents that it has not retained a person to solicit or secure a Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Respondent's bid or proposal.

Employees Not to Benefit: The Respondent hereby certifies that if the contract is awarded to our firm, partnership, or corporation, that no employee of The City of Gautier, Mississippi or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract. A selection committee made up by qualified Gautier representatives and staff shall review and evaluate all replies. It is important that respondents emphasize specific information pertinent to the work.

Representation Regarding Gratuities: The Respondent hereby certifies that is has not offered, is not offering, and will not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of The City of Gautier for the purpose of influencing consideration of this proposal.

Conflicts of Interest: The Respondent [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Collusion: The Respondent certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my Company.

Signature

Date

Name (Printed)

Title

EXHIBIT A

SCOPE OF SERVICES

The primary purpose of this scope of services is to provide services and supplies to the City as needed to maintain the public health, safety and well-being during the response to an emergency/disaster situation in the shortest time period possible. Company understands and agrees that the provision of supplies and services as requested in the most expeditious manner possible is of the utmost importance and it will provide services requested within twenty-four (24) hours of a request by City to do so.

The City may elect to hire a consultant to monitor the performance and eligibility issues associated with this Contract.

THIS IS A PRE-EVENT CONTRACT. The City, at its sole discretion, may seek some, all or none of the services on the fee schedule and may, during an emergency, require additional services not addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by City and a Notice to Proceed given as to that particular service. Time for service provision by Company is in City's sole discretion, and City will dictate time of service and supplies desired on the Task Order issued. This contract is for the provision of services and supplies in the event of a disaster as directed by the City in order to assist in eliminating immediate threats to public health and safety.

1. Documentation and Recovery Process: Company will provide the following in addition to provision of services and supplies:

- A. Recovery process documentation-create recovery process documentation plan.
- B. Maintain documentation of recovery process.
- C. Provide written and oral status as requested by the City.
- D. Review documentation for accuracy and quantity.
- E. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2. Equipment:

A. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT and safety regulations, and are subject to the approval of the City.

B. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of supplies. The listing shall include the following information:

- 1. Truck and/or trailer license number.
- 2. Year, make and color of each truck and/or trailer.
- 3. Cubic yardage of each trailer.

C. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. Services and Emergency Protective Measures.

The City may elect to request any of the following services or any sub-part thereof. These Services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

A. Fuel Supply

Company shall have available 5,000 gallons of diesel and 5,000 gallons of unleaded gasoline for vehicles owned by The City of Gautier, including police cruisers and fire/rescue vehicles. Company will provide sufficient personnel and equipment to maintain and secure, at a minimum, five (5) distribution points as selected by the City.

B. Janitorial, Laundry and Catering Services for City workers.

Company shall be able to provide:

1. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
2. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 150 City employees (*for Company's planning purposes only*; no amount is guaranteed);
3. transportation to deliver meals to and pick up laundry from locations outside the service centers;
4. Portable shower services; and
5. Laundry and janitorial services as directed.

C. Temporary Shelter Space

At sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:

1. City office space;
2. Volunteer Organizations;
3. City of Gautier Residents; and
4. Other groups as directed by the City.

D. Generators (5kw to 350kw), Satellite Telecommunications, Portable Lighting and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.

E. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.

F. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat) and First Aid Stations.

G. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.

None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City. Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the pay item on Exhibit "B" authorized and may contain a "Do Not Exceed" price. However, if the Council finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of The City of Gautier, then the City Council may waive a portion or all of the task order requirement.

EXHIBIT B

DISASTER RESPONSE SERVICE AND SUPPLIES FEE SCHEDULE

The costs listed shall include all expenses in any way related to the service/supply, including delivery and maintenance. The Respondent shall provide prices in the units provided below. **“Cost plus percentage” prices cannot be accepted, and the Respondent risks rejection of the proposal if they are provided in this manner with the exception of Item number 23.**

Item	Description of Service	Cost	Unit
1.	Sleep trailers – specify number of beds per trailer _____ beds per trailer		Per Week
2.	Sleep tents – specify number of beds per tent _____ beds per tent		Per Week
3.	Bed units (Cots, Pillows, Sheets, Blankets)		Per Week
4.	Catering/Food Preparation A. Hot meal (drinks included w/meal) Full USDA Calorie Requirement B. Box lunch (drinks included w/meal) Full USDA Calorie Requirement (Not MRE)	_____ _____	Per Meal
5.	Ice - Specify size _____ LB bag		Per Bag
6.	Reefer/Refrigerated trailers 53' trailer not including fuel		Per Week
7.	Shower trailers w/all water supply _____ person per trailer		Per Week
8.	Portable restrooms (1) standard POL		Per Week
9.	Pump truck for port a john/shower trailers (1) service per day		Per Week
10.	Hand wash units w/ water supply– (1) specify type		Per Week
11.	Bottled Water per case- specify size and bottles per case _____ oz/ _____ per case		Per Case
12.	Tower/Area Lighting – standard 4000 watt		Per Week
13.	First aid kit – supplies to accommodate 700 people		Per Week
14.	Trash receptacles – 20 cu yd. dumpster delivered		Per Week
15.	Garbage disposal per dump		Per Week
16.	Distribution panel for internet 1 (hot spot)		Per Week
17.	Forklifts – minimum 6000lb all-terrain		Per Week
18.	Air conditioning and heating 10T portable unit		Per Week
19.	Generators/Power Distribution/ with power cord 5Kw 100Kw 350Kw	_____ _____ _____	Per Week
20.	Temporary office space, fully equipped, furnished Specify size _____		Per Week
21.	Laundry service per person		Per Week
22.	Satellite telecommunications		Per Week
23.	Emergency fuel and distribution Gas - Bulk price delivered Diesel - Bulk price delivered	_____ _____	Cost + Fixed Fee
24.	Fueling stations - Operation and monitored at designated sites per each location		Per Week

SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Company's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Company.
- D. Temporary Storage of Documents- The Company shall provide storage of daily or disaster related documents and reports for protection during the disaster event.
- E. Reporting and Documentation- The Company shall provide and submit to any Consultant of the City and the City reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA and MEMA for reimbursement of costs.

STATE OF MISSISSIPPI

CITY OF GAUTIER

**NON-EXCLUSIVE CONTRACT FOR DISASTER RESPONSE AND RECOVERY SERVICES
FOR SERVICES AND SUPPLIES IN THE CITY OF GAUTIER**

This contract ("Contract") is made and entered into on the _____ day of _____, by and between The City of Gautier, Mississippi (the "City"), and _____ ("Contractor"), authorized to transact business in the State of Mississippi (the "State").

WHEREAS, The City of Gautier is a coastal city which is subject to severe property damage and to loss of essential services as a result of natural and man-made disasters, particularly hurricanes; and

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services for disaster response and recovery services and supplies as more particularly described in the Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the services and providing supplies requested, including, but not limited to, proper documentation, preparation, management, and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the services and supplies and in identifying the Services which are eligible for reimbursement under FEMA and MEMA, as hereinafter defined; and

WHEREAS, Contractor acknowledges that this is a Pre-Event Contract and provides the general conditions and terms that City may, as its sole option and discretion, issue specific task orders under;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the City and Contractor hereby contract and agree as follows:

1. **Authority to Contract:** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract; and (e) that the Contractor is not barred from contracting with The City of Gautier; and (f) that the contractor is at least eighteen (18) years old.

2. **Services:**

A. Contractor's responsibility under this Contract is to provide all of the Services as more specifically set forth in the Scope of Services attached hereto as "Exhibit A", as needed and as requested by City. Contractor agrees that it will not charge the City for any work or services that are not Eligible Services without prior

approval by the City Council reflected on its minutes. City shall have the option to request additional services and supplies during an emergency not addressed in Exhibit "B". At the time of emergency, City will request a price and Contractor will provide quotes for additional services not addressed on the Fee Schedule or Exhibit "B". All services on Exhibit "B" shall be provided at the prices provided therein.

B. The representative of Contractor who shall serve as Contractor's representative and liaison to the City during the performance of this Contract shall be

_____, whose telephone number is (____) _____ - _____. City reserves the right to require replacement of representative of Contractor if, in the opinion of the City, problems or deficiencies with the representative arise. Prior to requiring removal, City shall notify Contractor of the alleged problems or deficiencies and give Contractor fourteen (14) days to correct the problems or deficiencies. If the problems or deficiencies are not corrected within the fourteen (14) days, City may elect to require removal.

C. All disposal, if any, shall be the responsibility of the Contractor. It is the responsibility of the Contractor to see that the waste is removed and disposed of in accordance with all laws and regulations of any state and federal agencies. It is the responsibility of Contractor to contract with and compensate disposal sites. There shall be no back charge to City for disposal costs or tipping fees.

3. Payment to Contractor:

A. Contractor shall be paid for the Services rendered and accepted per authorized task order and designated pay item in accordance with the rates specified in the Rate Schedule attached hereto as Exhibit "B".

B. Contractor acknowledges that the City will apply for FEMA or MEMA assistance. Therefore, Contractor represents that it will perform all Eligible Services hereunder in a manner, time and place so as to ensure and be consistent with such reimbursement by those agencies to the City.

C. The City shall withhold from all payment to Contractor hereunder a 10% retainage until Contractor has fully performed and City has verified performance of all of its obligations under the task order, not to exceed 120 days after completion of the task order.

D. All invoices received from Contractor pursuant to this Contract will be reviewed and approved by a City representative. Contractor acknowledges that all invoices properly submitted to the City will be paid within six (6) months of said submission.

E. The City does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.

F. Contractor shall clearly include the words "final invoice" on Contractor's final billing to the City. This statement by Contractor shall constitute Contractor's certification that all services and supplies have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the City and shall separate Eligible Services from Ineligible Services. Since this account will thereupon be closed, any and all further charges, if not properly included on this final invoice, shall be deemed waived by Contractor.

4. Inspection by Contractor: Contractor represents that it has inspected the City and is familiar with its road system, road widths, and other factors that will affect the work to be

performed and has not relied on any representation of conditions made by any officer, agent or employee of the City. City agrees to provide whatever public information it has to assist Contractor in estimating the amount of labor and equipment and goods and materials needed should a task order be issued. Contractor understands that any information provided by the City is meant only to assist the Contractor, and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by City. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

5. Hours of Work: Contractor recognizes that time is of the essence in the event of issuance of a task order and notice to proceed under this contract and City desires response and performance immediately, within twenty-four (24) hours.

6. Local Preference: In choosing materials related to its services under this Contract, the Respondent shall give preference to materials grown, produced, prepared, made or manufactured in Mississippi, to the extent feasible and practical. To the extent feasible and practical, Respondent will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources, if applicable or available.

7. Time of the Essence:

A. Contractor understands that time is of the essence in the performance of this Contract.

B. Notice of Alert Is: Upon Notice of Alert or notification of possible Notice to Proceed, Contractor must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. City will issue Notice of Alert, for pre-staging purposes, prior to issuance of Notice to Proceed. There shall be no costs incurred by City of any nature for pre-staging by Contractor. No costs whatsoever shall be incurred by City until Task Order designating services and pay item desired and Notice to Proceed is issued. Contractor understands that anticipating the path of Hurricanes, storms, and/or other potential disasters, etc. is not an exact science and Notice to Alert is for the benefit of Contractor so that Contractor can immediately respond when Notice to Proceed is issued. Additionally, a representative of the Contractor must be available 24/7 once Notice of Alert is issued. In the event of communication failure, due to disaster, a Contractor representative must report to City of Gautier's Emergency Service Director, Robert Jones, as soon as the disaster conditions allow, for further instruction by City Council.

C. Contractor agrees to work diligently to complete this Contract by the earliest possible date.

8. Staging of Labor and Equipment: Contractor must have enough labor, equipment and supplies to respond within twenty-four (24) hours to Task Orders issued and/or requests by City.

9. Indemnity: Contractor agrees to indemnify and save harmless the City, its agents, officers and employees from and against all losses and claims, demands, payments, suits, actions and judgments and damages of every kind and nature, both public and private, brought or recovered against them arising out of any act or omission of the Contractor, its

agents or employees, or any of Contractor's subcontractors which results from or arises out of Contractor's performance or services under this contract.

10. Liability Insurance: The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name, waive and hold harmless the City. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with an umbrella coverage of \$4,000,000.
- B. \$1,000,000 primary limit for all property damage, with an umbrella coverage of \$4,000,000.

11. Workers' Compensation Insurance: Contractor shall provide and maintain at its expense during the term of this Contract, in accordance with workers' compensation laws of the State of Mississippi, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers' Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers' compensation coverage.

12. Performance Bond: Contractor agrees to provide the City with performance bond payable to, in favor of, or for the protection of the City for the work to be performed under this Contract in the amount of \$2,500,000 conditioned for the full and faithful performance of this Contract. Provide the name of the bonding Contractor. Failure to respond to task order issued in the event of a disaster within time provided herein shall result in forfeiture of bond.

13. Payment Bond: Contractor agrees to provide the City with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of \$2,500,000. Provide the name of the bonding Contractor.

14. Certificate of Insurance: Certificates of insurance acceptable to the City shall be filed with the City upon execution of this Contract. These certificates shall contain provisions that all required coverages afforded under the policies required by this Contract will not be canceled unless at least thirty (30) days prior written notice has been given to the City.

15. Independent Contractor: At all times and under all conditions, Contractor shall continue to be an independent contractor and shall not represent itself in any way as an agent of the City.

16. Federal Approval: This Contract and all attachments hereto are subject to FEMA and MEMA approval, and are subject to modifications as FEMA and MEMA may require.

17. Failure to Provide Service: If the Contractor fails to provide any services as discussed hereunder or fails to meet any obligations contained herein, the City reserves the right, in its sole discretion, to terminate the contract under Section 18 of this Contract, or the City may provide a time table to allow the Contractor to cure the default based upon the exigent circumstances.

18. Termination: If Contractor's performance under this Contract shall not be acceptable to the City, the County may terminate this Contract upon written notice to Contractor, who shall be paid for the work performed to the time of termination. The termination of this Contract by the City for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the City shall be liable only for goods or services then delivered by Contractor and accepted by the City. Such termination shall be effective as of the date and time designated by the City. A determination of what constitutes inadequate performance is in City's sole discretion.

19. Termination for Convenience: The City shall have the right to terminate the Contract without cause and at its convenience, upon written notice to the Contractor, and without damage, penalty, additional cost or expenses paid by or assessed to the City. If the Contract is terminated by the City for convenience, the Contractor will be paid for the work completed as of the date of termination. The effective date of termination shall be as specified in the notice of termination.

20. Term of Contract: The term of this Contract is for three (3) years from the date of execution with the option for the City, after the initial contract period, to renew on a yearly basis for additional one (1) year terms, not to exceed three (3) additional years.

21. Use of Care by Contractor: Contractor shall at all times use reasonable care not to damage or further damage any City or private property not already damaged by disaster event. Should any property be damaged due to negligence on part of Contractor, City may either bill Contractor for damages or withhold funds due to Contractor.

22. Performance - Highest Standards: Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services and/or workmanship not conforming to contract documents or meeting approval of City may be rejected. Replacements and/or rework, as required, will be accomplished at no cost to City.

23. Personnel: Contractor represents and warrants to the City that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the City or to have any contractual relationship with the City. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the City. Contractor represents and warrants to the City that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the City deems to be incompetent, careless or otherwise objectionable.

24. Subcontractors: Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable local, State or federal laws or regulations. Contractor is encouraged to seek minority and women

business enterprises for participation in subcontracting opportunities. Contractor, by executing this Contract, agrees that it shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this Contract and shall not discriminate on the basis of race, color, national origin or sex. Contractor shall require inclusion of this provision in all subcontracts for this Contract. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The City reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the City's approval of the new subcontractor.

25. Safety: Provision of adequate safety is solely Contractor's responsibility and Contractor shall indemnify and hold City harmless for any claim of any kind and nature resulting from or arising out of inadequate safety allegations.

26. Federal and State Taxation: The City is exempt from payment of Mississippi Sales and Use Taxes. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations to the City, nor is Contractor authorized to use the City's Tax Exemption Number in securing such materials. Contractor shall be responsible for payment of its own taxes and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.

27. Successors and Assigns: This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the City, which consent may be withheld at the sole and absolute discretion of the City. No provision hereof shall be deemed to create any personal liability on the part of any officer or agent of the City of Gautier, nor shall this Contract be deemed to create any rights or benefits to any person other than the City or Contractor.

28. Cost of Services: Contractor shall bear the costs of performing all contracted services hereunder as directed by City, including, but not limited to, disposal, all items referenced in the Fee Schedule and Scope of Services that must be provided with no additional pay item, plus, applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

29. Costs/Contract Renewal: The Fee Schedule may be reviewed upon notice of renewal by City to amend unit costs up or down to reflect current Consumer Price Index annual increase for said services. Any amendments reflecting adjustment in price must be reviewed and approved by City by action reflected on its minutes.

30. Progress Reports: Contractor shall provide progress reports to the City on a weekly basis or more frequently as requested by the City.

31. Default: Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the City, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State, In the event of a default by Contractor, the City shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by

reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State.

32. Credit: Contractor shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

33. Performance: Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the City. Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.

34. Disclosure and Ownership of Documents: Contractor shall deliver to the City for approval and acceptance, prior to the City's final payment hereunder, all documents and materials prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the City, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the City's prior written consent, unless otherwise required by lawful court order, after a hearing at which the City is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the City's expense shall be and remain the City's sole property and may be reproduced at the discretion of the City. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

35. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. The City shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor and all others in the course of the administration and performance of this Contract. This information shall be accessible at Contractor's local place of business in the City, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the City, Contractor shall ensure that all required records are provided to the City at Contractor's expense.

36. Nondiscrimination: Contractor understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that it will strictly adhere to this policy in its employment practices and provision of services.

37. Entire Agreement: This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto,

38. Severability: If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

39. Modifications of Work: The City reserves the right to make changes in the Services, including alterations, reductions or additions thereto, Upon receipt by Contractor of the City's notification of a contemplated change, Contractor shall (a) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the City of any estimated change in the completion date, and (c) advise the City in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

40. Non-Exclusive Contract: This Contract shall be non-exclusive, and the City may procure the services or supplies contemplated hereby from other sources at the City's discretion.

41. Governing Law; Venue: This Contract shall be construed and enforced in accordance with the laws of the State of Mississippi, without regard to conflicts of laws. The parties acknowledge that the Contract is made and entered into in Gautier, Mississippi and will be performed in Gautier, Mississippi. The parties further acknowledge and agree that Mississippi law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that Mississippi law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the Contract. Any action to enforce the terms and provisions hereof shall be commenced in the Circuit or Chancery Court of Jackson County, Mississippi. By executing this Contract, the Contractor submits to the jurisdiction of said courts and hereby irrevocably waives any and all objections that it may have with respect to venue in any court sitting in Jackson County, Mississippi.

42. Compliance with Laws and Regulations: The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified. All applicable federal and State laws, municipal and City ordinances, and the rules and regulations of FEMA, MEMA and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. (1251-1387) and will report any violations to the City, FEMA or other applicable federal agency, and the regional Office of the Environmental Protection Agency (EPA). Where applicable, Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Contractor will comply with the Energy Policy and Conservation Act (42 U.S.C. 6201) as well as any mandatory standards and policies relating to energy efficiency contained within any state energy conservation plan issued in compliance therewith.

43. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended). Respondents who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

44. E-Verification: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. Section 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

1. termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
2. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. both -- in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the City due to contract cancellation or loss of license or permit.

45. Incorporation of Contract Documents: The Contract between City and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractor's Response to the Request for Proposals. If the documents are in conflict, the order of precedence shall be as follows: Non-Exclusive Contract for Services and Supplies with Exhibits, Request for Proposals for Non-Exclusive Contract with Exhibits, then the Contractor's Response to the Request for Proposals.

46. Notices: All notices and communications required or permitted by this Contract shall be deemed to have been given if sent by certified mail, return receipt requested, to the parties as follows:

If to the City of Gautier:

Sherry Farabee, Purchasing Agent
City of Gautier
3330 Highway 90
Gautier, MS 39553

If to Contractor:

WITNESS WHEREOF, the parties have entered into this Contract on the day and year first above written.

PAULA YANCEY, CITY MANAGER

CONTRACTOR

REQUEST FOR QUALIFICATIONS TO ESTABLISH

A Prequalification List for Debris Removal Assistance for Gautier, Mississippi

To: Debris Removal Companies interested in Prequalifying for Gautier, Mississippi.

From: Sherry Farabee; Purchasing Agent

Date: Responses are due no later than 10:00 a.m. (CT) on August 28, 2018

Subject: Request for Qualifications (RFQ) for Debris Removal Firms to Assist Gautier, Mississippi on an as need basis following Federal Disaster Declarations.

Contact Name: Sherry Farabee; Purchasing Agent

Contact Phone Number: 228-497-8000 Ext. 304

Contact E-mail Address: sfarabee@gautier-ms.gov

SUMMARY OF THE RFQ

Gautier, Mississippi, (hereinafter "City") is seeking Prequalified Firms for Disaster Debris Removal Assistance. Pricing will not be a part of this request; a Request for Proposal will be issued following a Disaster that warrants outside assistance where the City Personnel/Equipment or Mutual Aid Agreements are not sufficient for such an event.

Gautier will utilize its internal Disaster Services Required and Available Clauses. These Required and Available Clauses shall serve as a guideline in keeping in compliance with Federal, State, and Local procurement requirements. A copy of the Required and Available Clauses is attached as exhibits. Respondent must submit an acknowledgment that they have reviewed the Gautier, Mississippi Required and Available Clauses.

Information is sought for the removal of disaster related debris, of every kind and nature from public rights of way within the city, city property, beaches, waterways, (and/or private property if approved by the City, County, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects however if the City, County, State, or FEMA authorizes the ROE it will become part of specific projects.

Respondents should be aware of Historical Preservation Laws; Gautier has several Historical Listings by the Mississippi Department of Archives. Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

The City will seek Qualifications for Debris Removal services within the City limits of Gautier. The City will evaluate the information and establish a "Prequalified List" of firms that will be invited following a Disaster to respond to an event specific Request for Proposal (RFP) should the City Council elect this option. **Respondents should be aware an RFP will be issued, and additional respondents may also respond following disasters per CFR 200.319 (d).** Respondents are cautioned to review this Request for Qualification as the Federal Office of Management and Budget (OMB) has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA. Respondent must submit an acknowledgement of the overview of the Super Circular Guidelines.

It shall be noted that this Request for Qualifications is consistent with the FEMA "Public Assistance Program and Policy Guide" (**PAPPG**) FP-104-009-2 dated April 2017 (Version 2) and the NOAA Mississippi Marine Debris Emergency Response Guide (**MSMERG**). Copies of these guides are available online at www.fema.gov and www.marinedebris.noaa.gov. The second version of the PAPPG replaces multiple FEMA Guideline Documents including FEMA publications 322, 325, and 327. The Respondent must submit an acknowledgement of their overview of the guidelines.

The objective of this RFQ is to "Prequalify" multiple Respondents wishing to participate and possibly provide debris removal services (through an open advertised RFP process) following disasters as activated by the City. Respondent shall appoint a single Point of Contact (SPOC) for each Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), and FEMA, as requested. The RFQ response should be clear on how the Respondent will assist the City for Debris Removal. Future Projects may consist of floods, hurricanes, urban/wildfire, tornados, winter storms, dam failures, earthquakes or any natural or manmade disaster.

The City will receive qualifications from firms having specific experience and qualifications in the areas identified in the request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal. Other information required by the City may be included elsewhere in the request. This request, possible future contracts, and event expenditures are not conditioned upon receipt of FEMA funding.

All respondents shall provide key resumes of staff to be assigned to projects. References and examples of similar work, and other data that demonstrates the respondent's experience in the area of Debris Removal will also be required.

A City Debris Committee or Task Force will review and assess all responses. The committee will only have the response to the request to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Assessments/Scoring of the responses will be based as follows:

A. The overall quality of the plan for performing Debris Removal Services including Safety Practices and Historic Preservations. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific

requirements of the request. (Important-30 points)

B. Respondent ability to perform the Debris Removal Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important – 30 points)

C. The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 20 points)

D. A record of past performance of similar work. (Critical – 20 points)

Respondent's Response shall contain the following Information:

1. Be authorized to conduct business in the State where your Office Headquarters is located.
2. Be able to provide removal of all disaster related debris, as set forth in the Scope of Services hereto and incorporated herein by reference (the “Services”).
3. Be willing and capable of performing the Services in a timely manner, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management and event closure services.
4. Be knowledgeable and have experience in the provision of the Services and in insuring that Services in line with standard FEMA practices.
5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of a disaster and issuance of a Task Order, the City desires maximum percentage of completion of projects within the allotted time frames. Maximum Debris Removal within the first 30 days is desirable and the City prefers not to exceed 90 days for completion if possible.
6. Provide SAM (System for Award Management) number if available however not required.

Respondent additional information:

1. Name of respondent, location of respondent’s principal place of business, and the place of performance of the proposed contract.
2. Age of responder’s business and the average number of employees over the past three (3) years.
3. Resume’ listing abilities, qualifications and experience of key individuals who will be assigned to provide the required services.
4. Listing of three similar projects under which services similar in scope, size, or discipline were performed or undertaken, including at least three (3) references

for current projects or those awarded during the past five (5) years. All information in the request must be completed. Responses containing incomplete data will be rejected.

5. A Technical Plan giving as much detail as practical explaining how the services will be performed.
6. Plan for subcontractor participation. Note, Vendors are **advised** to contact and utilize small, minority, women-owned, and labor surplus area firms. Respondents can utilize the Mississippi Development Authority (or other state systems) to assist in locating such companies by using the established MDA Search utility at www.mnbr.org. A Disadvantaged Business Enterprise (DBE) may also be considered.
7. Provide an Organizational Chart, including **Legal Representative(s)**.

INSURANCE AND BONDING REQUIREMENTS

Bonding Requirements: Projects will require a 5% Bid Guarantee as determined by the City. A Performance/Payment Bond for 100% of each Project will be required. Respondent must provide Bonding ability of \$1,000,000.00 with the response.

- A. Performance Bond:** Respondent agrees to provide the City with performance bond payable to, in favor of, or for the protection of the City for the work to be performed in the amount of each Project. **Respondent must provide with the response a letter from their Carrier stating how their ability to cover how this request is addressed.**
- B. Payment Bond:** Respondent agrees to provide the City with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in the amount of each Project. **Respondent must provide with the response a letter from the Carrier stating how their ability to cover how this request is addressed.**

Any Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish Actual amount of Bonding per event.

Response

All submitted RFQ's become the property of the City and subject to all applicable public records laws include the Mississippi Public Records Act of 1983.

The release of the Request for Qualification does not form an acceptance of any offer, nor does such release in any way obligate the City to execute a contract with any other party. Gautier reserves the right to accept, reject, or negotiate any or all RFQ responses based on criteria contained within this document. The final decision to execute a prequalification status with any party will be decided by the City.

Response Acceptance

The original and ten (10) copies of the response and all attachments (11 copies total)

along with one electronic copy of the response saved as a .pdf file and stored on a CD or jump drive shall be signed and submitted in a sealed envelope or package to: **Sherry Farabee, Purchasing Agent for the City of Gautier, 3330 Hwy 90 Gautier, Mississippi 39553 no later than 10:00 a.m. Central Time on Tuesday, August 28, 2018. No electronic or facsimile copies of the RFQ will be accepted.** Timely submission of the RFQ is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. **The envelope or package shall be marked with the RFQ opening date and time and shall be marked "RFQ to establish a Prequalification List for Debris Removal Assistance for Gautier Mississippi".** The time and date of receipt shall be indicated on the envelope or package by the Purchasing Agent of the City Hall Office. **Each page of the RFQ, all attachments and the CD/Jump Drive shall be identified with the name of the respondent.** Responses to the RFQ will be opened in the Council Chambers located in Gautier City Hall at 3330 Hwy 90 Gautier, MS 39553 at 1:00 p.m. on Tuesday, August 28, 2018, after which time they will be referred to the Selection Committee.

Proprietary Information

The respondent should clearly mark any, and all pages of the response considered to be proprietary information which may remain confidential in accordance with current State Code.

When the City receives a request to release information designated as confidential or proprietary by a respondent, the City shall promptly notify the owner of the information of the request. The owner of the information shall promptly institute appropriate legal proceedings to protect its information. If the City receives a court order it will then notify the requestor that the information is protected by court order and cannot be furnished.

Debarment

By submitting a response to the RFQ, the Respondent certifies that he/she is not currently debarred from participating in any Federal or State Grant Programs.

Procurement Guidelines

Respondents are requested to review the City of Gautier Disaster Services Required and Available Clauses attached as exhibits. Not all items will be included in future contracts, but Respondents must accept these guidelines to establish a quick and clear understanding following any disaster.

The following clauses are required conditions when soliciting information for personnel or services:

1. Acknowledgment of Amendments

Respondents shall acknowledge receipt of any amendments by copying and signing and being a part of the request. Amendments may include Questions/Answers.

2. Applicable Law

Any Contract resulting of this RFQ and/or future RFP's shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding

conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Respondent shall comply with applicable federal, state, and local laws and regulations.

3. Availability of Funds

It is expressly understood and agreed that the obligation of the City to issue any future contracts resulting of RFP's is conditioned upon the appropriation of funds by the City of Gautier.

4. Representation Regarding Contingent Fees

Respondent represents that it has not retained a person to solicit or secure future contracts upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondents response.

5. Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

6. Compliance with Laws

The Respondent understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Respondent agrees during the term of agreements that the Respondent will strictly adhere to this policy in its employment practices and provision of services. The Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

7. E-Verification

Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session- AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such

verification to the City. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of any Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or,
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) Both.

In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the City due to contract cancellation of license or permits.

8. Transparency (7-1-2016)

Future contracts, including any accompanying exhibits, attachments, and appendices, are subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. . Information identified by Respondent as trade secrets or other proprietary information which is deemed confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

9. Approval

It is understood that any future contract requires approval by the Gautier City Council in writing evidenced upon the minutes. If any contract is not approved in writing evidenced on the minutes, it is void and no payment shall be made hereunder.

10. Confidential Information

"Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Respondent has designated in writing as proprietary and confidential; and, (b) all data and information which Respondent acquires, as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following to the extent allowed by Mississippi law:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
- (4) to do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on

the part of Respondent or its subcontractors shall rest with the Respondent.

11. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Gautier is a public agency in the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to the City pursuant to the agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party shall be liable to the other party for disclosures of information required by court order or required by law.

12. Attorney's Fees and Expenses

Subject to other terms and conditions of future agreements and or contracts, in the event the Respondent defaults in any obligations under the agreement, the Respondent shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing any agreement or otherwise reasonably related thereto. Respondent agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to any Respondent.

13. Authority to Contract

Respondent warrants: (a) that it is a validly organized business with valid authority to enter into an agreement; (b) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of agreements to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under any agreement.

14. Respondent Personnel

The City shall, when contracting, have the right of reasonable rejection and approval of staff or Subcontractors. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

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

15. Failure to Deliver

In the event of failure of the Respondent to deliver services in accordance with the terms and conditions of any contract, the City, after due oral or written notice, may procure the services from other sources and hold the Respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

16. Failure to Enforce

Failure by the City at any time to enforce contractual provisions will not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of any contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

17. Independent Respondent Status

Respondents shall, at all times, be regarded as an independent Respondent or Contractor under future contracts and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Respondent, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Respondent.

18. No Limitation of Liability

Nothing in any future Agreement shall be interpreted as excluding or limiting any tort liability of the Respondent for harm caused by the intentional or reckless conduct of the Respondent or for damages incurred through the negligent performance of duties by the Respondent or the delivery of products that are defective due to negligent construction.

19. Notices

All notices required or permitted to be given under any agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Respondent: *Name:* _____
 Title: _____
 Respondent: _____
 Address: _____

For the Agency: *Paula Yancey*
 City Manager
 3330 HWY 90
 Gautier, MS 39553

20. Ownership of Documents and Work Papers

The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with any contract services, except for the Respondent's internal administrative and quality assurance files and internal project correspondence. The Respondent shall deliver such documents and work papers to the City upon termination or completion of each project. The Respondent shall be entitled to retain a set of such work papers for its files. Respondent shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

21. Record Retention and Access to Records

Provided the Respondent is given reasonable advance written notice and such inspection is made during normal business hours of the Respondent, the City or any duly authorized representatives, shall have unimpeded, prompt access to any of the Respondent's books, documents, papers, and/or records which are maintained or produced as a result of any contract for the purpose of making audits, examinations, excerpts, and transcriptions. Record retention shall be maintained beginning with the prequalification process, including future Request for Price, future contracts, and all documentation per activation for three (3) years following any and all declaration closeouts. However, if any audit, litigation or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

22. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

23. Termination for Convenience

1. Termination. The City may, when the interests of the City so require, terminate any contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Respondent specifying the part of the contract terminated and when termination becomes effective.

2. *Respondent's Obligations*. Respondent shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Respondent will stop work to the extent specified. The Respondent shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Respondent shall settle the liabilities and claims arising out of any termination of subcontracts and orders connected with the terminated work. The City may direct the Respondent to assign the Respondent's right, title, and interest under terminated orders or subcontracts to the City. The Respondent must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

24. Termination for Default (for future contracts)

(1) *Default*. If Respondent refuses or fails to perform any of the provisions of this agreement with such diligence as will ensure its completion within the time specified in a contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach, the City may notify Respondent in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the City, such officer may terminate Respondent's right to proceed with a contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Respondent shall continue performance of a contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Respondent's Duties.* Notwithstanding termination of the contract and subject to any directions from the City, Respondent shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Respondent in which the City has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the City shall be at a contract price. The City may withhold from amounts due Respondent such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Respondent shall not be in default by reason of any failure in performance of any contract in accordance with its terms (including any failure by Respondent to make progress in the prosecution of the work hereunder which endangers such performance) if Respondent has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Respondent shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Respondent to meet the contract requirements. Upon request of Respondent, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Respondent's progress and performance would have met the terms of a contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Respondent's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

25. Termination upon Bankruptcy

Any future Contract may be terminated in whole or in part by the City upon written notice to Respondent, if Respondent should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Respondent of an assignment for the benefit of its creditors. In the event of such termination, the Respondent shall be entitled to recover just and equitable compensation for satisfactory work performed under any contract, but in no case shall said compensation exceed the total contract price.

26. Third Party Action Notification

Respondent shall give the City prompt notice in writing of any action or suit filed and prompt notice of any claim made against respondent by any entity that may result in litigation related in any way to any agreements.

27. Unsatisfactory Work

If at any time during any contract term, the service performed, or work done by the Respondent is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Respondent shall, on being notified by the City, immediately correct such deficient service or work. In the event the Respondent fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Respondent.

28. Waiver

No delay or omission by either party to any agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contracts, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to any agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of any agreement will void, waive, or change any other term or condition. No waiver by one party to any agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

REQUIRED FEDERAL PROCUREMENT CLAUSES:**1. Equal Employment Act 41 CFR 60-1.3.****2. Clean Air Act and the Federal Water Pollution Control Act**

Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations of these acts must be reported to the City, so they can be reported to FEMA.

3. Retention of Records

Respondent will be required to retain all records associated with each project for three (3) years after the City or the sub recipient make final payments and

Declaration Closeouts are posted, and all other pending matters are closed.

4. Energy Efficiency, mandatory standards related to Energy Efficiency.

Respondent shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5. Debarment and Suspension

Respondent shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the **System for Award Management (SAM)**, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

6. Byrd Anti-Lobbying Amendment

Respondent certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Respondent shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Respondent shall require all subcontractors to submit these same certifications. [See Attachment B.](#)

7. Contract Work Hours and, Safety Standards Act, as Amended.

8. FEMA Executive Order 12250; Coordination of Civil Rights Statutes.

EVALUATION PROCEDURE PROCESS:

1. Qualifications of Respondent

Respondents may be required before the award of any contract to show to the complete satisfaction of City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Respondents may be required to provide legal understanding of both the City’s Disaster Services Required and Available Clauses as well as the Federal Office of Management and Budget Super Circular. Respondents may also be required to give a history and references to satisfy the City regarding the Respondent’s qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Respondent’s qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;

2. The ability of Respondents to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and,
4. The quality of performance of previous contract or services.

First Step: RFQ's will be reviewed to meet compliance with the request. RFQ's that do not comply with the specifications will be rejected, and no further consideration given.

Second Step: RFQ's that complete the First Step will be reviewed/analyzed for determination if the response adequately meets the needs of the County. The following factors will be utilized:

A. The overall quality of the plan for performing Debris Removal Services including Safety Practices and Historic Preservations. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Important-30 points)

B. Respondent ability to perform the Debris Removal Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important – 30 points)

C. The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 20 points)

D. A record of past performance of similar work. (Critical – 20 points)

Third Step: The City if necessary may contact the most qualified Respondents by telephone to schedule an interview.

SCOPE OF WORK FOR POSSIBLE FUTURE PROJECTS:

(All Projects will be determined as to the type of Services per Event and must contain a Dollar Cap per Project). No Pricing is required for this Request for Qualification, a Request for Proposal will be issued following an Event that requires Contract Services as determined by the City.

Respondent(s) may be responsible for but not limited to the following:

1. Remove **Vegetative Debris** from Road Side, City Property, Right of Entry, Waterways, and Sand Beaches. Vegetative Debris will be either transported to a TDSR (Temporary Debris Reduction Site) location for reduction or to a Final Disposal Site. Tipping Fees will be the responsibility of the Respondent and

should be included in the Exhibit B Fee Schedule. (It will be the Respondent(s) responsibility to Grind Vegetative Debris and/or Burn and remove Chips/Ash from the Temporary Site to a Final Disposal Site or recycle site). It should be noted that the City intends to sell the chips as a recycling effort if possible.

2. Remove **Construction and Demolition Debris** from road/street side. Construction Debris may consist of but is not limited to Ferrous and Non-Ferrous Metal (Note: Metal of any type must be separated for Recycling and cannot be buried), Wood Framing, Sheetrock, Insulation, Furniture, Mattresses, Flooring, Clothing, Roofing, etc. Construction Debris will be the responsibility of the successful Respondent for Final Disposal. All Construction and Demolition Debris will be transported to a Final Site. Landfills are listed in this document are the closest locations, however if the Respondent has additional agreements in place for final disposal it should be noted in the response. All Tipping Fees associated with the final disposal site will be the responsibility of the successful Respondent(s) and should be included in the Cubic Yard (CY) Pricing.
3. Demolition and Removal of **Damaged Structures** on either public or private property (if required). This item will include the Demolition, removal, and haul of such structures to a Final Disposal Site. Demolition will consist of standard Demolition and Regulated Asbestos Containing Material (RACM) Structures. Should Asbestos be identified the following guidelines should be followed:
 - a. Utilization of asbestos certified supervisors for visible assessment of asbestos siding and asbestos tile shingles prior to demolition,
 - b. Wetting debris during demolition to reduce the potential for air migration of asbestos,
 - c. Demolishing the building using a technique to minimize the excess breaking of asbestos,
 - d. Loading the material with techniques to maintain sufficient distance from personnel to reduce the exposure to airborne material,
 - e. Placing a placard on the truck hauling the ACM mix with C/D debris reading "Warning Asbestos Hazard, Stay Away"
 - f. Notifications of MDEQ through demolition notification forms within 24 hours of demolition.
 - g. Contractor shall employ all other demolition methods sufficient to maintain the safety of contractors, employees, sub-contractors, and the citizens of Gautier, Mississippi.
4. Removal of **Ferrous and Non-Ferrous Metals** from roadside. Including but not limited to metals referred to as **White Goods** consisting of but not limited to appliances; refrigerators, freezers, air conditioners, heat pumps, ovens, stoves, washing machines clothes dryers, water heaters and microwaves. Respondent will be responsible while in process of removing and recycling White Goods that no gasses will be released into the air. Respondent should take caution to not damage items that may release any gasses when using equipment to move such items. These items like the electronic waste cannot be buried. These Items must be sold to Metal Recyclers. The City reserves the

right to obtain any recycling collections.

5. Removal of **Non-Regulated Household Hazardous Waste**. Household Hazardous Waste (HHW) is a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. Respondent will pick up and transport HHW to a MS Department of Environmental (MDEQ) approved Final Disposal Site. Certified Hazardous Waste Technicians should handle, capture, recycle, reuse, and dispose of hazardous waste. Respondent must comply with Federal, State, and Local environmental requirements. It should be noted that MDEQ may designate free pick up days throughout a declaration period. Should any Hazardous Material other than Household Hazardous Waste be discovered during Debris Removal Operations the City of Gautier's Emergency Services Director, Robert Jones, should be notified immediately so MDEQ can be notified so the removal of the identified material can be safely completed.
Robert Jones- 228-990-7882

6. Removal of **Electronic Waste**. Electronic Waste may consist of but is not limited to any televisions, computers/peripherals, audio/stereo equipment, VCR's/DVD players, video cameras, telephones, fax/copy machines, video games/consoles, etc. Respondent will collect and dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws. Electronic Waste cannot be buried and must be sold to Certified Electronic Recycling Companies. The City reserves the right to obtain any recycling collections.
7. Removal of **Soil, Mud, and Sand**. Floods, landslides, winds, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, drainage canals and basins, parks, and beaches.
8. **Contracted Stump Removal** FEMA only reimburses contracted costs charged on a per-stump basis if: The stump is 2 feet or larger in diameter measured 2 feet above the ground; and Extraction is required as part of the removal. The Applicant needs to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides PA funding based on volume or

weight as removal of these stumps does not require special equipment. If the Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Hazardous Stump Worksheet (Appendix E Page 183 of the FP 104-009-2 or PAPPG V2 April 2017).

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

9. Removal of Hazardous Limbs; Items must be:

- a. Two (2) Inches or greater.
- b. Limbs that extend over the Public Right of Way and or Property.
- c. Limbs that pose an immediate threat.
- d. Possible threat to traffic or public.

10. Removal of Hazardous Trees; Items must be:

- a. Diameter of six (6) inches or Greater measured 4.5 feet above ground level and has a split trunk, a broken canopy, or is leaning at an angle greater than 30 degrees.
- b. Trees that have 50% or more of the root-ball exposed.

11. Removal of Vehicles and Vessels. Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster. These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities. Every effort by the DMTF Manager, City Officials, and Insurance Inspectors will be made to identify the owner of any unit for recovery. If ownership is not determined and the unit creates a threat then the Respondent(s) will be directed to remove the units. Removal of Cars, Trucks, Vans, RV's, Shipping Containers, Buses, Tractor Trailers, Utility and or Boat Trailers, and Vessels are listed in the Sample Fee Schedule.

12. Putrescent Debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. The City of Gautier has experienced massive quantities of Nutria, Raccoons, and other midsized mammals washed ashore in previous disasters. Respondent will work with the Debris Management Task Force, the Mississippi Department of Animal Health, the Mississippi Department of Environmental Quality, MEMA, and FEMA as directed for proper coordination, removal and disposal.

13. Infectious Waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.) and or the Mississippi Department of Health however the Respondent must be prepared to offer a Medical Waste Solution.

14. Vegetative Debris Reduction by **Grinding or Burning** will be required by the Respondent. Vegetative Debris is bulky and can consume a significant volume of landfill space. To minimize the use of landfill space, FEMA encourages the Applicant to reduce the volume of vegetative debris before burying or depositing in an approved landfill. Costs to reduce vegetative debris using methods such as mulching, grinding, or burning will be required by the Respondent.
15. **Sand and Beaches;** Debris Removal, Raking, Sand Removal and Screening, Replacing, and Grading will be required by the Respondent.
16. **Waterway Debris Removal and Dredging** may be included with projects. Respondent will work with the City to obtain required permits. The following Permits and coordination must be obtained prior to any debris removal. Mississippi Department of Marine Resources (MDMR) Wetland Permitting, Mississippi Department of Archives and History (MDAH) Historical Preservation, Mississippi Department of Environmental Quality (MDEQ), U. S. Army Corps of Engineers (USACE) Regulatory Division, National Oceanic and Atmospheric Administration (NOAA), the U.S. Fish and Wildlife Service (USFWS), and the National Park Service.
17. **“Push”** activation. A “Push” is described as the opening of Critical Roadways usually in the first 72 hours following a disaster. The “Push” will be required to open roadways for emergency operations and will only consist of pushing debris to sides of the roadways; removal of debris will not be part of this function. Items Respondent(s) should include are:
 - a. Truck with Trailer and Fuel Cell.
 - b. Backhoe or Frontend Loader with operator.
 - c. Two (2) Chainsaws with operator.
 - d. Common Laborer.
 - e. Two Flagman.

(Respondent shall utilize mechanical equipment to load and compact debris into trucks and or trailers).

Respondents should be aware that during normal Debris Removal Operations they will identify items that are not listed in the Fee Schedule. Those items may consist of Medical Waste, CBRN, Hazardous Waste, Flares, Ammunition, Human Bodies/Body Parts, Caskets, etc. Should the Respondent identify any items of this nature they are directed to notify the City of Gautier’s Fire Chief Director, Robert Jones, immediately.

Services

1. As to debris removal, all **Final Disposal** shall be the responsibility of the Respondent. If Contract is awarded and Task Order issued and Notice to Proceed activated, the City will only pay for debris removal and no separate amount will be included for disposal. Disposal is the sole responsibility of Respondent. It is the responsibility of the Respondent to see that the debris is removed and disposed of in accordance with all laws and regulations of state and federal agencies. It is the responsibility of Respondent to contract

- with, compensate disposal sites, and prove to the City of Gautier that payments have been made.
2. Any request for services shall be through issuance of a Work Order and Notice to Proceed by the Gautier City Council. It shall be within the sole discretion of the City Council to designate the services and pay items to be utilized.

JACKSON COUNTY PERMITTED SITES AND PHYSICAL ADDRESS

ACTIVE MUNICIPAL SOLID WASTE LANDFILLS-COMMERCIAL (NO Residential Garbage)

MacLand Disposal Center Inc

Permit Number SW03001B0409
30.506917 -88.535833
11300 Highway 63, Moss Point, MS 39562
Contact Person: Bill Cooksey, 228-475-9747

COMMERCIAL CLASS I RUBBISH DISPOSAL FACILITIES

Applewhite Recycling Sys Class I Rubb. Site

Permit Number R1-070
30.410111 -88.666306
4205 Beasley Rd, Gautier, MS 39553
Contact Person: Roger Applewhite, 228-818-5393

John Ward Solomon's Mine Class I Rubbish Disposal Site

Permit Number R1-096
30.554469 -88.737704
8400 Jim Ramsay Rd, Vancleave, MS 39565
Contact Person: Lynn Ward, 228-826-3200

MacLand Disposal Inc II Class I Rubbish Site

Permit Number R1-109
30.528732 -88.529905
12820 Highway 613, Moss Point, MS 39562
Contact Person: Bill Cooksey, 228-475-9747

Talley Disposal, LLC-Waste Pro USA

Permit Number R1-076
30.528533 -88.720308
Seaman Rd, Vancleave, MS 39565
Contact Person: Roger Applewhite, 228-818-5393

COMMERCIAL CLASS II RUBBISH DISPOSAL FACILITIES

Henze Class II Rubbish Site

Permit Number R2-113
30.608917 -88.739667
Highway 57, North Vancleave, MS 39565
Contact Person Gary Henze, 228-497-1022

John Ward Solomon's Mine Class II Rubbish Disposal Site

Permit Number R2-095

30.554469 -88.737704
8400 Jim Ramsay Rd, Vancleave, MS 39565
Contact Person: Lynn Ward, 228-826-3200

Lamey Pit Class II Rubbish Site

Permit Number R2-094
30.484805 -88.875041
9716 Daisy Vestry Rd, Biloxi, MS 39532
Contact Person Donny Lamey, 228-669-3618

Mallette Bros Const. Co. Class II Site

Permit Number R2-053
30.501028 -88.726139
Humphrey Rd, Vancleave, MS 39565
Person Contact Glynn Mallette, 228-497-2523

SEB Class II Rubbish Site

Permit Number R2-124
30.552636 -88.746428
10200 Highway 57, Vancleave, MS 39565
Contact Person Elaine Bright, 228-8264363

SOLID WASTE PROCESSING FACILITIES

Applewhite Industrial Processing Facility

Permit Number SW0300050519
30.410111 -88.666306
4205 Beasley Rd, Gautier, MS 39553
Contact Person: Roger Applewhite, 228-818-5393

Temporary Debris Reduction/Staging Sites

Respondent is advised to identify and negotiate possible Private Sector Temporary Debris Reduction Site (TDRS) locations since it will be the responsibility of the Respondent to secure these locations if needed. Should the Respondent identify any locations when responding to this RFQ they should state whether or not the sites have been submitted or previously submitted to the MDEQ for temporary permitting. Temporary Sites must be identified as to the type of use such as Staging (White Goods, Metal, etc.), Grinding/Chipping, or Burning. Verification of MDEQ Permits must be established prior to any activation by the Respondent. The City does not waive its right to seek any authorization for any said sites. The Gautier City Council must approve any and all locations as reflected in its minutes.

Contact information for the City of Gautier Solid Waste Department:

Cody Dickerson

cdickerson@gautier-ms.gov

228-219-7035

REQUIRED CHECKLIST/SIGNATURE PAGE

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership,

corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Conflicts of Interest

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

Representation Regarding Contingency Fees

The Responder

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204

(Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. _____
initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document. _____ initial

Proprietary Information

This response

☐ does ☐ does not

Contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at

_____.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature

Date

Name (Printed)

Title

CITY OF GAUTIER
"SAMPLE"
FEE SCHEDULE for DR-TBD

COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!

1. No tipping fee or disposal cost may be back charged to the City. All tipping fees/disposal costs shall be paid by Respondent and shall be the responsibility of Respondent. Contractor shall not utilize City-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its Board minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Respondent's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TDRS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Respondent.

PRICING IS NOT REQUIRED FOR THE RFQ

The following List of Services may or may not be utilized in its entirety; a specific List of Services will be provided as determined per event by the City.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	Description of Service
1.	Eligible Vegetative Debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures if approved), and Sand Beaches. Validated loads picked up at designated work zones and hauled to TDS or Final Site. Measurement per CY.
2.	Eligible Construction and Demolition Debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site. Measurement per CY.
3.	Demolish Damaged Structures (public and private). Remove, haul and dispose of all debris from damaged structures from public property or private property (Right of Entry Program) **Price to include demolition** Measurement per CY. Standard Demolition Regulated Asbestos Containing Material Structures (RACM)
4.	Remove, load, haul, recycle and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled and finally disposed. Measurement per UNIT.

5.	Pick up, haul and disposal of eligible Household Hazardous Material including Electronic Waste in accordance with all applicable federal and state rules, regulations and laws. Measurement per CY.
6.	Hazardous Stumps - extraction, transport, disposal, and filling the root-ball hole per Appendix E of the PAPPG. Measurement per EACH. 24 to <48 inches 48 inches or greater
7.	Hazardous Limb Removal (2 Inch or greater) Measurement per TREE.
7.1	2 to 4 Limbs per Tree
7.2	4 to 8 Limbs per Tree
7.3	8 Limbs or More
8.	Hazardous Tree Removal Measurement per EACH
8a.	8 to 12 Inches
8b.	13 to 24 Inches
8c.	25 to 48 Inches
8d.	48 Inches and larger
9.	Removal of Soil, Mud, and Sand from County Roads, Streets, Parking Lots, and Sidewalks. Measurement per CY
10.	Removal, Hauling, and Recycling or Disposal of Concrete and Masonry Material. Measurement per CY.
11.	Removal of Abandoned Cars, Trucks, and Vans. Measurement per UNIT.
12.	Removal of Abandoned Recreational Vehicles. Measurement per UNIT.
13.	Removal of Abandoned Shipping Containers. Measurement per UNIT.

14.	Removal of Abandoned Buses and Tractor Trailers. Measurement per UNIT.
15.	Removal of Abandoned Utility and Boat Trailers. Measurement per UNIT.
16.	Removal of Abandoned Vessels. Measurement per UNIT.
16.1	8 feet to 26 feet
16.2	27 feet to 40 feet
16.3	41 feet to 60 feet
16.4	60 feet and over
17.	Raking of Sand Beaches to 12 inches in Depth. Measurement per SQ CY.
18.	Replacing and Grading of Beach Sand to Original Contour. Measurement per CY.
19.	Removal of Disaster Deposited Beach Sand. Measurement per CY.
20.	Grinding of Eligible Vegetative Debris. Measurement per CY.
21.	Reduction by Uncontrolled Open-Air Incineration. Measurement per CY.
22.	Reduction by Controlled Open Air Incineration. Measurement per CY.
23.	Reduction by Air Curtain Pit Incineration. Measurement per CY.
24.	Reduction by Portable Air Curtain Incinerators. Measurement per CY
25.	Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding from TDRS to Class I Final Site. Measurement per CY.
26.	Load, Haul, and Dispose of Vegetative Debris Reduced by Burning from TDRS to Class I Final Site. Measurement per CY.
27.	Remove, Haul, and Recycle or Dispose of Abandon Tires. Measurement per CY.

28.	Emergency Push (See Item 19 Page 17 this document). Measurement per HOUR.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Supply all necessary Towers at TDRS and Final Disposal Sites.
- E. Temporary Storage of Documents- The Respondent shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Reporting and Documentation- The Respondent shall provide and submit to the City all reports, and documents as may be necessary to adequately seek reimbursements.
- G. Any Equipment utilized by the Respondent shall have a clearly positioned Placard on both sides of the Equipment. The Placard shall reflect "CONTRACTOR TO CITY OF GAUTIER ONLY" and the Cubic Yards Measurement reflected as established by the Debris Monitoring Firm.

ATTACHMENT A: CONFLICTS OF INTEREST

1. List the names of Members of the Respondent's Board of Directors or other Governing Body:

_____	_____
_____	_____
_____	_____

2. Are any Members of the Governing Body or Project Staff Also City employees?

Check one, only: ____YES ____NO

3. If Yes, please list the name of the City employee(s) and the position held within the City.

_____	_____
_____	_____

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of City of Gautier Employees?

Check one, only: ____YES ____NO

5. If Yes, List the Name and Relationship to the employee:

_____	_____
_____	_____

6. List all other current contracts with City of Gautier (include \$ amount/start/end dates):

_____	_____
_____	_____

7. Contractor's Signature:

_____	_____
Signature	Date

ATTACHMENT B

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned **Contractor Name:**_____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 funds other than 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 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 complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C ACRONYMS

C & D	Constructions and Demolition
DAT	Damage Assessment Team
DFO	Disaster Field Office
DMTF	Debris Management Task Force
DOT	Department of Transportation
DPW	Department of Public Works
EMA	Emergency Management Agency
EOC	Emergency Operation Center
EOP	Emergency Operation Plan
EPA	Environmental Protection Agency
ESF	Emergency Support Function
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographical Informational System
HHW	Household Hazardous Waste
HW	Hazardous Waste
ICS	Incident Command System
IW	Infectious Waste
MAA	Mutual Aid Agreement
MDAH	Mississippi Department of Archives and History
MDEQ	Mississippi Department of Environmental Quality
MSMERG	Mississippi Marine Emergency Response Guide
MDWFP	Mississippi Department of Wildlife Fisheries and Parks
MDMR	Mississippi Department of Marine Resources
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NRCS	National Resource Conservation Service
PA	Public Assistance
PAO	Public Assistance Officer
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PW	Project Worksheet
PAPPG	Public Assistance Program and Policy Guide (FP 104-009-2)
PD	Putrescent Debris (debris that will decompose or rot, such as animal carcasses and other fleshy organic matter)
ROW	Rights-of-Way
SBA	Small Business Administration
SCO	State Coordinating Officer
SHPO	State Historic Preservation Office

SWM	Solid Waste Management
TDM	Temporary Debris Management
TDSR	Temporary Debris Storage and Reduction
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USACE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard
USFWS	U.S. Fish and Wildlife Service

CITY OF GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City Council, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the

occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City Council shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment

number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

CITY OF GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms “bid” and “bidder” to “offer” and “offeror,” “bid form” to “proposal form,” “invitation for bid” to “request for proposal,” and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Sherry Farabee, Purchasing Director, at 3330 Highway 90, Gautier, Mississippi 39553 or sfarabee@gautier-ms.gov. Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and ten (10) copies of the bid form, eleven (11) copies total, shall be signed and submitted in a sealed envelope or package to Sherry Farabee, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the

preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City of Gautier. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the County within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (MANDATORY)

A mandatory pre-bid conference will be held at [time] on [date] at [location]. All interested parties are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the City considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Minutes of the conference [will/will not] be published.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at [time] on [date] at [location]. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference [will/will not] be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of [percentage] of the amount of the bid made payable to the City of Gautier shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of a performance bond. The failure of the bidder to accept an award and file acceptable performance and payment bonds within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the [agency] as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: A performance bond in the amount of 100 percent of the bid shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: A payment bond in the amount of 100 percent of the bid shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit in the face amount of the contract such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of a bid, payment, or performance bond subject to approval by the City's attorney.

(5) In no event shall the requirement for a bond be waived.

REQUEST FOR QUALIFICATIONS

TO ESTABLISH

A Prequalification List for Debris Monitoring Assistance for the City of Gautier

To: Debris Monitoring Companies interested in Prequalifying for The City of Gautier, Mississippi

From: Sherry Farabee, Purchasing Agent

Date: Responses are due no later than 10:00 a.m. (CT) on August 28, 2018

Subject: Request for Qualifications (RFQ) for Debris Monitoring Firms to Assist The City of Gautier on an as need basis following Federal Declarations.

Contact Name: Sherry Farabee, Purchasing Agent

Contact Phone Number: 228-497-8000 ext. 304

Contact E-mail Address: sfarabee@gautier-ms.gov

SUMMARY OF THE RFQ

The City of Gautier Mississippi, (hereinafter "City") is seeking Prequalified Firms for Disaster Debris Monitoring Assistance. Pricing will not be a part of this request; a Request for Proposal (RFP) will be issued following a Disaster that warrants outside assistance where the City Personnel/Equipment and Mutual Aid Agreements are not sufficient for such an event.

The City of Gautier will utilize its internal Disaster Services Required and Available Clauses. These Required and Available Clauses shall serve as a guideline in keeping in compliance with Federal, State, and Local procurement requirements. A copy of Required and Available Clauses is attached as exhibits. Respondent must submit an acknowledgement that they have reviewed the Gautier, Mississippi Required and Available Clauses.

Information is sought for Debris Monitoring of disaster related debris, of every kind and nature from public rights of way within the unincorporated areas, county property, beaches, waterways, (and/or private property if approved by the County, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects however if the County, State, or FEMA authorizes the ROE it may become part of specific projects.

Respondents should be aware of Historical Preservation Laws; The City has several Historical Listings by the Mississippi Department of Archives and Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

The City will seek Qualifications for Services for Disaster Debris Monitoring. The City will evaluate the Information and establish a "Prequalified List" of firms that will be invited following a Disaster to respond to an event specific Request for Proposal (RFP) should the City Council elect to do so. **Respondents should be aware since there will be an RFP issued additional Respondents may also respond following disasters per CFR 200.319 (d).** Respondents are cautioned to review this Request for Qualifications as the Federal Office of Management and Budget has introduced new guidelines per the "Super Circular" (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA. As part of the combinations within the Super Circular, A-102 combines 44 C.F.R 13.36 with 2 CFR 200.318 through 326. **Respondents shall acknowledge their Legal Counsel has reviewed the Office of Management and Budget Super Circular Guidelines in their response.**

It shall be noted that this Request for Qualifications is consistent with the FEMA "Public Assistance Program and Policy Guide" (**PAPPG**) FP-104-009-2 dated April 2017 (Version 2) at [https://www.fema.gov/media-library-data/1493305958181-68b5c9372359dd46113899ffb1f7549f/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1493305958181-68b5c9372359dd46113899ffb1f7549f/2017_PAPPG_2.0_508_FINAL(2).pdf) and the NOAA Mississippi Marine Debris Emergency Response Guide (**MSMERG**) at [https://marinedebris.noaa.gov/sites/default/files/publications-files/MS Marine Debris Emergency Response Comprehensive Guide 0.pdf](https://marinedebris.noaa.gov/sites/default/files/publications-files/MS%20Marine%20Debris%20Emergency%20Response%20Comprehensive%20Guide%200.pdf) Since this second version of the PAPPG has replaced multiple FEMA Guideline Documents including FEMA publications 322, 325, and 327 the Respondent must submit an acknowledgement of their overview of the Guideline. This request, possible future contracts, and event expenditures are not conditioned upon receipt of FEMA funding. **Respondents shall acknowledge their Project Managers and Legal Counsel has reviewed the PAPPG and MSMERG.**

The objective of this RFQ is to "Prequalify" Respondents to provide Debris Monitoring Services following disasters as activated by the City. Respondent shall appoint a single Point of Contact (SPOC) for each Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFQ response should be clear on how the Respondent will assist the City for Debris Monitoring. Future Projects may consist of floods, hurricanes, tropical storms, urban/wildfire, tornados, winter storms, dam failures, earthquakes or any natural or man-made disaster. The City is prepared to handle minor events through use of existing Personnel, part time employees, reassignments, and mutual aid agreements. The City of Gautier will receive qualifications from firms having specific experience and

qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Monitoring. Other information required by the City may be included elsewhere in the request.

All respondents shall provide key resumes of staff to be assigned to projects. References and examples of similar work, and other data that demonstrates the respondent's experience in the area of Debris Monitoring will also be required.

A City Selection Committee will review and assess all responses. This committee will only have the responses to the request to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Assessments/Scoring of the responses will be based as follows:

- A.** The overall quality of the plan for performing Debris Monitoring Services including Safety Practices and Historic Preservations. The plan must maintain a full understanding of the requested services, integrity, and compliance with public policy. Consideration will be given to the entirety and specific requirements of the request. (Important-30 points)
- B.** Respondent ability to perform the Debris Monitoring Services as reflected by past performance, general experience, specific experience in providing the services, and the qualifications and abilities of personnel to be assigned to perform such services. (Very Important – 30 points)
- C.** The personnel, equipment, facilities, technical, and financial resources to perform this type service currently available or demonstrated to be made available at the time of request and possible future contracting. (Important – 20 points)
- D.** A record of past performance of similar work. (Critical – 20 points)

Response shall contain the following Information:

- 1.** Be authorized to conduct business in the State where your Office Headquarters is located.
- 2.** Be able to provide Monitoring of all disaster related debris, as set forth in the Scope of Services hereto and incorporated herein by reference (the "Services").
- 3.** Be willing and capable of performing the Services in a timely manner, including, but not limited to, maintenance of proper documentation, proper documentation preparation and management, and event closure services.
- 4.** Be knowledgeable and have experience in the provision of the Services and insuring that Services are in line with FEMA practices.

5. Be able to perform the Services in a timely manner and on short notice, recognizing that in the event of a disaster and issuance of a Task Order, the City desires maximum percentage of completion of projects within the allotted time frames. Maximum Debris Removal within the first 30 days is desirable and the City prefers not to exceed 90 days for completion of any project however the maximum allotted time frame could extend to 180 days or more.
6. Provide SAM (System for Award Management) Number if available. Registration with SAM is not required however if available it will be reviewed for any current status.

Respondent additional information:

1. Name of respondent, location of respondent's principal place of business, type of company, and the place of performance for any proposed contract.
2. Age of responders business and the average number of employees over the past three (3) years.
3. Resume' listing abilities, qualifications, and experience of key individuals who will be assigned to provide the required services.
4. Listing of three similar projects under which services similar in scope, size, or discipline were performed or undertaken, including at least three (3) references for current projects or those awarded during the past six (6) years.
5. List five (5) or more projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information in the request must be completed. Responses containing incomplete data will be rejected.
6. A Technical Plan giving as much detail as practical explaining how the services will be performed.
7. Plan for subcontractor participation. Note, per FEMA FP-104-009-2 (April 2017) **Procurement Standards page 30 Vendors shall conduct all necessary affirmative steps to ensure the use of minority, women's business enterprises, and labor surplus area firms when possible.** Respondent can utilize the Mississippi Development Authority (or other state systems) to assist in locating such companies by using the established MDA Search utility at <http://minority.mississippi.org/> or <http://www.mmbr.org>. The Small Business Administration and the Department of Commerce's Minority Business Development Agency can also be utilized to solicit these businesses. A Disadvantaged Business Enterprise (DBE) may also be considered. **Respondent shall provide a minimum one half page article on how they will address this task.**

INSURANCE REQUIREMENTS

Prior to the signing of any contract, respondent agrees to furnish the City with all applicable certificates of insurance. The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned insurance. **Proof of Insurability must be provided with the response.**

Within 24 hours following the signing of any contract, respondent shall provide copies of insurance policies including all endorsements.

A. Commercial General Liability - in the amount of one million dollars (\$1,000,000.00) per occurrence.

B. Worker's Compensation - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

C. Business Automobile Liability – Proposer shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.

D. Professional Liability (Errors & Omissions) – Proposer shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to any contract or shall be at least twice the required per claim limit.

The Respondent shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of any contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Responder, any subcontractor, agent or employee.

Any contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an amount based on a percentage of estimated debris.

Response

All submitted RFQ's become the property of the City and subject to all applicable public records laws include the Mississippi Public Records Act of 1983.

The release of the Request for Qualification does not form an acceptance of any offer, nor does such release in any way obligate the City to execute a contract with any other party. The City of Gautier reserves the right to accept, reject, or negotiate any or all RFQ responses on the basis of the criteria contained within this document. The final decision to execute a prequalification status with any party will be decided by the City.

Response Acceptance

The original and ten (10) copies of the response and all attachments (eleven copies total) along with one electronic copy of the response saved as a .pdf file and stored on a CD or jump drive shall be signed and submitted in a sealed envelope or package to: **Sherry Farabee, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 10:00 a.m. Central Time on August 28, 2018. No electronic or facsimile copies of the RFQ will be accepted.** Timely submission of the RFQ is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. **The envelope or package shall be marked with the RFQ opening date and time and shall be marked "RFQ to establish a Prequalification List for Debris Monitoring Assistance for The City of Gautier Mississippi".** The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. **Each page of the RFQ, all attachments and the CD/Jump Drive shall be identified with the name of the respondent.**

Responses to the RFQ will be opened in the City of Gautier Council Chambers located in City Hall at 3330 Highway 90, Gautier, MS 39553 at 1:00 p.m. on Tuesday, August 28, 2018, after which time they will be referred to the Selection Committee.

Proprietary Information

The respondent should clearly mark any and all pages of the response considered to be proprietary information which may remain confidential in accordance with current State Code.

When the City receives a request to release information designated as confidential or proprietary by a respondent, the City shall promptly notify the owner of the information of the request. The owner of the information shall promptly institute appropriate legal proceedings to protect its information. If the City receives a court order it will then notify the requestor that the information is protected by court order and cannot be furnished.

Debarment

By submitting a response to this RFQ, the respondent including principles and or owners certifies that he/she is not currently debarred from participating in any Federal or State Grant Programs.

Procurement Guidelines

Respondents are requested to review the City of Gautier Disaster Services Required and Available Clauses attached as exhibits. Not all items will be included in future contracts but Respondents must accept these guidelines to establish a quick and clear understanding following any disaster.

The following clauses are required conditions when soliciting information for services:

1. Acknowledgment of Amendments

Respondents shall acknowledge receipt of any amendments by copying and signing and being a part of the request. Amendments may include Questions/Answers.

2. Applicable Law

Any Contract as a result of this RFQ and/or future RFP's shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Respondent shall comply with applicable federal, state, and local laws and regulations.

3. Availability of Funds

It is expressly understood and agreed that the obligation of the City to issue any contract as a result of any RFP is conditioned upon the appropriation of funds by the City of Gautier.

4. Representation Regarding Contingent Fees

Respondent represents that it has not retained a person to solicit or secure future contracts upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondents response.

5. Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

6. Compliance with Laws

The Respondent understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Respondents agree during the term of any agreements that the Respondent will strictly adhere to this policy in its employment practices and provision of services. The Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal,

State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

7. E-Verification

Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or,
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) Both.

In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the State due to contract cancellation of license or permits.

8. Transparency (7-1-2016)

Future contracts, including any accompanying exhibits, attachments, and appendices, are subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. Information identified by Respondent as trade secrets or other proprietary information which is deemed confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

9. Approval

It is understood that any future contract requires approval by the Gautier City Council in writing evidenced upon the minutes. If any contract is not approved in writing evidenced on the minutes it is void and no payment shall be made hereunder.

10. Confidential Information

“Confidential Information” shall mean: (a) those materials, documents, data, and

other information which the Respondent has designated in writing as proprietary and confidential; and, (b) all data and information which Respondent acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following to the extent allowed by Mississippi Law:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
- (4) to do so by using those methods and procedures normally used to protect the party's own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Respondent or its subcontractors shall rest with the Responder.

11. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to the City pursuant to any agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party shall be liable to the other party for disclosures of information required by court order or required by law.

12. Attorney's Fees and Expenses

Subject to other terms and conditions of possible future contracts, in the event the Respondents defaults in any obligations under the agreement, the respondent shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Respondent agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to any Respondent.

13. Authority to Contract

Respondent warrants: (a) that it is a validly organized business with valid authority to enter into an agreement; (b) that entry into and performance into an agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of agreements to the contrary, that there are no existing legal proceedings or prospective legal

proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under any agreement.

14. Respondent Personnel

The City shall, when contracting, have the right of reasonable rejection and approval of staff or Subcontractors.

15. Failure to Deliver

In the event of failure of the respondent to deliver services in accordance with the terms and conditions of any contract, the City, after due oral or written notice, may procure the services from other sources and hold the Respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

16. Failure to Enforce

Failure by the City at any time to enforce contractual provisions will not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of any contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

17. Independent Respondent Status

Respondents shall, at all times, be regarded as an independent Respondent under future contracts and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Respondent, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Respondent.

18. No Limitation of Liability

Nothing in any future Agreement shall be interpreted as excluding or limiting any tort liability of the Respondent for harm caused by the intentional or reckless conduct of the Respondent or for damages incurred through the negligent performance of duties by the Respondent or the delivery of products that are defective due to negligent construction.

19. Notices

All notices required or permitted to be given under any agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Respondent: **Name:** _____
 Title: _____
 Respondent: _____
 Address: _____

For the City: *Paula Yancey*

*City Manager
3330 Highway 90
Gautier, MS 39553*

20. Ownership of Documents and Work Papers

The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with any contract services, except for the Respondent's internal administrative and quality assurance files and internal project correspondence. The Respondent shall deliver such documents and work papers to the City upon termination or completion of each project. The Respondent shall be entitled to retain a set of such work papers for its files. Respondent shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

21. Record Retention and Access to Records

Provided the Respondent is given reasonable advance written notice and such inspection is made during normal business hours of the Respondent, the City or any duly authorized representatives, shall have unimpeded, prompt access to any of the Respondent's books, documents, papers, and/or records which are maintained or produced as a result of any contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Respondent for three (3) years after final Declaration Closeouts. However, if any audit, litigation or other action arising out of or related in any way to future contracts is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

22. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

23. Termination for Convenience

1. Termination. The City may, when the interests of the City so require, terminate any contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Respondent specifying the part of any contract terminated and when termination becomes effective.

2. Respondent's Obligations. Respondents shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Respondent will stop work to the extent specified. The Respondent shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Respondent shall settle the liabilities and claims arising out of any termination of subcontracts and orders connected with the terminated work. The City may direct the Respondent to assign the Respondent's right, title, and interest under terminated orders or subcontracts

to the City. The Respondent must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

24. Termination for Default

(1) *Default.* If Respondent refuses or fails to perform any of the provisions of any contract with such diligence as will ensure its completion within the time specified in any contract or any extension thereof, or otherwise fails to timely satisfy contract provisions, or commits any other substantial breach of any contract, the procurement officer may notify the Respondent in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the procurement officer, such officer may terminate Respondent's right to proceed with a contract or such part of a contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. Respondent shall continue performance of any contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Respondent's Duties.* Notwithstanding termination of contracts and subject to any directions from the procurement officer, Respondent shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Respondent in which the City has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due Respondent such sums as the procurement officer deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Respondent shall not be in default by reason of any failure in performance of any contract in accordance with its terms (including any failure by Respondent to make progress in the prosecution of the work hereunder which endangers such performance) if Respondent has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Respondent shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Respondent to meet contract requirements. Upon request of

Respondent, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Respondent's progress and performance would have met the terms of any contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Respondent's right to proceed under the provisions of this clause, it is determined for any reason that any contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if any contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under any contract.

25. Termination upon Bankruptcy

Any future Contract may be terminated in whole or in part by the City upon written notice to Respondent, if Respondent should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Respondent of an assignment for the benefit of its creditors. In the event of such termination, the Respondent shall be entitled to recover just and equitable compensation for satisfactory work performed under any contract, but in no case shall said compensation exceed a total contract price.

26. Third Party Action Notification

Respondent shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against respondent by any entity that may result in litigation related in any way to any agreements.

27. Unsatisfactory Work

If at any time during any contract term, the service performed or work done by the Respondent is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Respondent shall, on being notified by the City, immediately correct such deficient service or work. In the event the Respondent fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Respondent.

28. Waiver

No delay or omission by either party to any agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contracts, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to any agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of any agreement will void, waive, or change any other term or condition. No waiver by one party to any agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

REQUIRED FEDERAL PROCUREMENT CLAUSES

1. Equal Employment Act 41 CFR 60-1.4.

2. Clean Air Act and the Federal Water Pollution Control Act

Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations of these acts must be reported to the City so they can be reported to FEMA.

3. Retention of Records

Respondent will be required retain all records associated with each project for three (3) years after the City or the sub recipient make final payments and Declaration Closeouts are posted, and all other pending matters are closed.

4. Energy Efficiency, mandatory standards related to Energy Efficiency.

Respondent shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5. Debarment and Suspension

Respondent shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the **System for Award Management (SAM)**, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

6. Byrd Anti-Lobbying Amendment

Respondent certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Respondent shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Respondent shall require all subcontractors to submit these same certifications. **See Attachment B.**

7. Contract Work Hours and, Safety Standards Act, as Amended.

**8. FEMA Executive Order 12250; Coordination of Civil Rights Statutes.
EVALUATION PROCEDURE PROCESS:**

1. Qualifications of Respondent

Respondents may be required before the award of any contract to show to the complete satisfaction of City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Respondents may be required to provide legal understanding of both the City's Disaster Services Required and Available Clauses as well as the Federal Office of Management and Budget Super Circular. Respondents may also be required to give a past history and references in order to satisfy the City in regards to the Respondent's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of future contracts and to complete the work described therein. Evaluation of the Respondent's qualifications shall include: Evaluation of the Respondent's qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of Respondents to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and,
4. The quality of performance of previous contracts or services.

First Step: RFQ's will be reviewed to meet compliance with the request. RFQ's that do not comply with the specifications will be rejected and no further consideration given.

Second Step: RFQ's that complete the First Step will be reviewed/analyzed for determination if the response adequately meets the needs of the City. The following factors will be utilized:

1. The overall quality of the proposed plan and for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical - 30 points)

2. Respondent's ability to perform such services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualification and abilities of Personnel proposed to be assigned to perform the services. This includes the ability of the respondent to provide a work product that is legally defensible. (Very Important - 30 points)
3. The Personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important - 20 points)
4. A record of past performance of similar work. (Critical - 20points)

Third Step: The City if necessary may contact the most qualified Respondents by telephone to schedule an interview.

SCOPE OF WORK FOR POSSIBLE FUTURE PROJECTS:

(All Projects will be determined as to the type of Services per Event and must contain a Dollar Cap per Project). No Pricing is required for this Request for Qualification, a Request for Proposal will be issued following an Event that requires Contract Services as determined by the City of Gautier.

The City of Gautier is seeking Service proposals for Prequalification of Debris Monitoring Firms. Qualifications are sought for Monitoring of federally declared disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by the State), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this Service however if the City or State authorizes the ROE it will become part of the Service. The City seeks responses for said services within the unincorporated areas. The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City will seek to identify qualified respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any Contract would be for payment of "Only Debris Services that FEMA Determined Eligible" and is consistent with FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 dated April 2017. A Scope of Work (SOW) is provided for respondents to review in detail, the SOW is detailed as to the terms of request and Respondent should acknowledge each line item. Should a respondent take exception to any line items in the SOW it should be clearly stated within the response.

Scope of Work

Respondents must provide a technical overview for debris monitoring as to how they would respond to different types of events including: Tornados, Hurricanes, Tropical Storms, Floods, Straight Line Winds, Ice Storms, Fires, and Man Made. A Historic Preservation overview is also required in the response.

The scope of services as described below shall be considered minimum standards to meet in responding to future RFP's and/or providing services in the event the Respondent is awarded debris monitoring service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA, FEMA, and FHWA. Throughout these specifications, any reference to FEMA shall also imply FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved.

Examples of guidelines and regulations include but are not limited to the following:

FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-02 April 2017 and the NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

The City will designate a Debris Task Force Manager (DTFM) that will act as the Point of Contact for each event. The DTFM POC may consist of a City Employee, a Professional Contractor, or the City Engineer according to the type and size of any activation.

The respondent will work with the City Debris Task Force Manager by assisting in determining the amounts of debris prior to beginning services.

Respondent will work with all associated teams including MEMA, FEMA, City, Debris Removal Contractors, and FHWA as needed for timely project completions, cost effectiveness, and maximum FEMA Category A reimbursements.

Respondent will measure and certify all equipment associated with either the City Task Force or approved removal contractor(s).

Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Debris Task Force Manager any safety issues or irregularities.

Respondent will report any delays, issues or concerns by the City or Removal Contractor to the City Task Force Manager.

Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Hand written Load tickets will either be provided by the City or by the Removal Contractor. Should the respondent be positioned to offer e-ticketing a description should be included in the technical overview for this service. Should the Respondent offer e-ticketing future pricing for any additional devices should be included in the hourly rates for any positions that may be utilizing the devices. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either hand written or electronic tickets must be completed in detail

for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Debris Task Force Manager that will be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Debris Task Force Manager.

As a minimum the respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical. Engineering level positions are not typically required for this service.

Respondent will be required to document any damage to City or private property caused by the removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principles are not barred from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declarations.

Respondents may provide e-ticketing service however it is not mandatory for this request.

Project Manager:

Respondent will provide a Project Manager to oversee debris monitoring activities.

1. Oversight and Supervision of Monitor field activities.
2. Scheduling of Monitoring resources and deployment timing.
3. Communication and coordination with City Personnel.
4. Make suggestions to improve the efficiency of collection and removal of debris.
5. Coordinate daily activities and future planning.
6. Remain in contact with DTFM.
7. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
8. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).

9. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
10. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

Field Debris Monitors and Roving/Operations Manager:

Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of nine Field Monitors.

1. Provide field monitor Personnel at designated areas to check and verify information on debris removal.
2. Monitor collection activity of trucks.
3. Issue manifest load tickets at loading site for each load.
4. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
5. Assist Contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
6. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
7. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
8. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
9. Properly monitor and record performance and productivity of debris removal crew.
10. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the DTFM.
11. Assist Contractor to ensure that loads are contained properly before leaving the loading area.
12. Ensure only eligible debris is collected for loading and hauling.
13. Ensure only debris from approved public areas is loaded for removal.
14. Perform other duties from time to time as directed by the debris management project manager or DTFM.
15. Provide photographs, GPS Coordinates, and other documentation as required.

Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

1. Provide disposal site monitors and inspectors Personnel.

2. Rate Load and complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
3. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
4. Remain in contact with debris management/dispatch center or supervisor.
5. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
6. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
7. Ensure trucks leaving the disposal area are empty.

Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

1. Excel Spreadsheets as to amounts of debris collected daily.
2. Maintenance and data transfer of e-ticketing system if applicable.
3. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the respondent.
4. GPS devices and oversight of coordinating with FEMA on accuracy.
5. GIS coordination with the City, PDD, and/or state.

Clerical:

Respondent will provide Personnel to assist with data collection daily.

1. Enter daily data into either Excel Spreadsheets or e-ticketing system.
2. Verify Billing.
3. Audit billing vs. invoices.
4. Prepare cover documentation for services and create a filing system either electronic and or paper.
5. Respond to the general public regarding questions related to Debris Removal operations.

Terms:

Any Contracts will be established per event as activated.

Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the debris removal operations and must be approved by the DTFM prior to deployment. The respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

CONSIDERATIONS

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's Personal and equipment is the

responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City.

The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays.

The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

Name _____

Company _____

Telephone Number _____

Signature _____ Date _____

REQUIRED CHECKLIST/SIGNATURE PAGE

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract. _____ CONFIRMED

Conflicts of Interest

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

Representation Regarding Contingency Fees

The Responder

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ Initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ Initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document. _____ Initial

Proprietary Information

This response

[] does [] does not
contain proprietary information. If there is proprietary information contained in this
quote it is clearly marked as propriety and can be found at

_____.

I hereby certify that the responses to the above representations, certifications, and
other statements are accurate and complete. I agree to abide by all conditions of the
response and certify that I am authorized to sign for our company.

Signature

Date

Name (Printed)

Title

ATTACHMENT A: CONFLICTS OF INTEREST

1. List the names of Members of the Respondent's Board of Directors or other Governing Body:

_____	_____
_____	_____
_____	_____

2. Are any Members of the Governing Body or Project Staff also City of Gautier employees?

Check one, only: ____YES ____NO

3. If Yes, please list the name of the City employee(s) and the position held within the City.

_____	_____
_____	_____

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of the City of Gautier Employees?

Check one, only: ____YES ____NO

5. If Yes, List the Name and Relationship to the employee:

_____	_____
_____	_____

6. List all other current contracts with City of Gautier if any (include \$ amount/start/end dates):

_____	_____
_____	_____

7. Contractor's Signature:

Signature

Date

ATTACHMENT B

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned **Contractor Name:**_____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 funds other than 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 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 complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," 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 (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C
ACRONYMS

C & D	Construction and Demolition
DAT	Damage Assessment Team
DFO	Disaster Field Office
DMTF	Debris Management Task Force
MDOT	Mississippi Department of Transportation
DPW	Department of Public Works
EMA	Emergency Management Agency
EOC	Emergency Operation Center
EOP	Emergency Operation Plan
EPA	Environmental Protection Agency
ESF	Emergency Support Function
FCO	Federal Coordination Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographical Information System
HHW	Household Hazardous Waste
HW	Hazardous Waste
ICS	Incident Command System
IW	Infectious Waste
MAA	Mutual Aid Agreement
MDAH	Mississippi Department of Archives and History
MDEQ	Mississippi Department of Environmental Quality
MSMERG	Mississippi Marine Emergency Response Guide
MDWFP	Mississippi Department of Wildlife Fisheries and Parks
MDMR	Mississippi Department of Marine Resources
MOU	Memorandum of Understanding
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric System
NRCS	National Resource Conservation Service
PA	Public Assistance
PAO	Public Assistance Officer
PDA	Preliminary damage Assessment
PIO	Public Information Officer
PW	Project Work Sheet
PAPPG	Public Assistance Program & Policy Guide (FP 104-009-2)
PD	Putrescent Debris (debris that will decompose or rot)

ROW	Rights of Way
SBA	Small Business Association
SCO	State Coordinating Officer
SHPO	State Historical Preservation Office
SWM	Solid Waste Management
TDM	Temporary Debris Management
TDSR	Temporary Debris Storage and Reduction
USACE	U S. Army Corps of Engineers
UDSA	U.S. Department of Agriculture
USCG	U.S. Coast Guard
USFWS	U.S. Fish and Wildlife Service

CITY OF GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City Council, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the

occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City Council shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment

number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

CITY OF GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms “bid” and “bidder” to “offer” and “offeror,” “bid form” to “proposal form,” “invitation for bid” to “request for proposal,” and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Sherry Farabee, Purchasing Director, at 3330 Highway 90, Gautier, Mississippi 39553 or sfarabee@gautier-ms.gov. Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and ten (10) copies of the bid form, eleven (11) copies total, shall be signed and submitted in a sealed envelope or package to Sherry Farabee, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the

preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City of Gautier. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the County within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (MANDATORY)

A mandatory pre-bid conference will be held at [time] on [date] at [location]. All interested parties are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the City considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Minutes of the conference [will/will not] be published.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at [time] on [date] at [location]. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference [will/will not] be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of [percentage] of the amount of the bid made payable to the City of Gautier shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of a performance bond. The failure of the bidder to accept an award and file acceptable performance and payment bonds within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the [agency] as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: A performance bond in the amount of 100 percent of the bid shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: A payment bond in the amount of 100 percent of the bid shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit in the face amount of the contract such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of a bid, payment, or performance bond subject to approval by the City's attorney.

(5) In no event shall the requirement for a bond be waived.

Councilman Colledge made the motion to suspend Robert's Rules of Order.
Councilman Jackson seconded the motion and the vote carried unanimously.

Council discussed FY 2019 Budget.

Councilman Colledge made the motion to reinstate Robert's Rule of Order.
Councilwoman Martin seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to adjourn until August 7, 2018 at 6:30PM.
Motion seconded by **Councilman Jackson** and the vote carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 21, 2018.

**Tuesday
August 7, 2018
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 7, 2018 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**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 ElektraTech 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**

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

1. Add order Approving the Solid Waste Collection and Disposal Contract as an attachment to Business Agenda Item #1.
2. Revision to the date of approval on July 17th Minutes as August 7, 2018 on Business Agenda Item #2.
3. Pull Consent Agenda Item #12- City of Gautier Mobile App Agreement

Councilwoman Martin seconded the motion and the vote carried unanimously.

ANNOUNCEMENTS

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

PRESENTATION

NONE



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



Councilman Vaughan made the motion to enter into a Solid Waste Collection Disposal contract with Pelican Waste and Debris as being the best interest of the City based on price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answer to certain inquiries, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors and to direct the City Manager and City Attorney to draft a contract for execution by the City Manager containing the terms and Request for Proposals, providers response to request for proposals, written inquiries, answers submitted during the proposal process, and negotiated terms as set forth in the City Managers memorandum dated August 6, 2018 and updated emails dated August 7, 2018, and prices of those. Councilman Colledge seconded the motion. The motion failed. Ayes were Councilman Vaughan and Councilman Colledge; Opposed were Mayor Torjusen, Councilwoman Martin, Councilman George, Councilman Jackson, and Councilman Anderson.

Councilman Colledge made the motion to enter into a contract with Waste Pro at the amount of \$16.83 based on the email provided to us yesterday, being August 6th, 2018, with providing new garbage cans as needed to residents that have requested them and new garbage trucks no later than the middle of 2019. Councilwoman Martin seconded the motion. Vote was carried by majority. Ayes were Mayor Torjusen, Councilwoman Martin, Councilman George, Councilman Jackson, and Councilman Anderson. Opposed were Councilman Vaughan 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 135-2018

WHEREAS, pursuant to Miss. Code Ann. Section 31-7-13(r), the City of Gautier publicly issued a request for proposals for solid waste collection and disposal services; and

WHEREAS, the City received responses from Waste Pro of Mississippi, Pelican Waste and Debris, and Waste Management; and

WHEREAS, the City Council selected the proposals of Waste Pro of Mississippi and Pelican Waste and Debris as the most qualified proposals on the basis of price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to certain inquiries, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors; and

WHEREAS, the City Council authorized the City Manager to negotiate with Waste Pro of Mississippi and Pelican Waste and Debris in an effort to prepare a contract for these services; and

WHEREAS, the City Manager has negotiated with these entities; and

WHEREAS, on the basis of price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to certain inquiries, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors, the City Council hereby finds that entering a solid waste collection and disposal contract with Waste Pro is in the best interests of the City;

BE IT THEREFORE ORDERED by the Mayor and Council Members that the solid waste collection and disposal contract is awarded to Waste Pro.

IT IS FURTHER ORDERED that the City Attorney is directed to draft a contract for execution by the City Manager, containing the terms in the Request for Proposals, the provider's response to the Request for Proposals, the written inquiries and answers submitted during the proposal process, and the negotiated terms as set forth in the City Manager's Memorandum;

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson

NAYS: **Casey Vaughan**
 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 August 7, 2018.

Councilwoman Martin made the motion to approve the minutes from the Recessed Council Meeting held July 17, 2018, as presented. Councilman Anderson seconded the motion.

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

ORDER NUMBER 136-2018

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 **Councilwoman Martin** seconded by **Councilman Anderson** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Rusty Anderson

NAYS: **Casey Vaughan**

ABSTAIN: **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 August 7, 2018.

Councilman Colledge made the motion to approve the Authorization for Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project, as presented. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 137-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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: _____

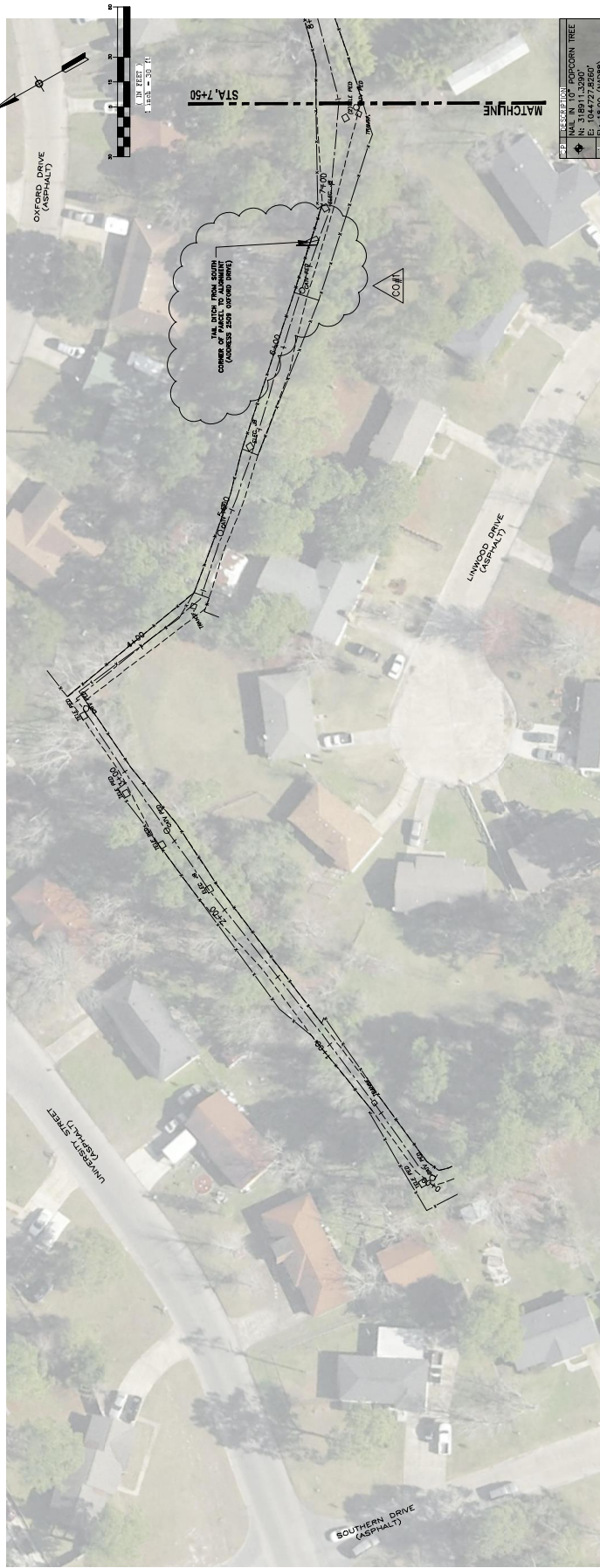
Sheet	1
Drawn	1/2/20
Checked	1/2/20
Approved	1/2/20
Date	1/2/20

Project Name
NATURAL RESOURCES CONSERVATION SERVICE
CITY OF GAUTHER, MISSISSIPPI
DEBRIS AND SEDIMENT REMOVAL
AREA #4 - TAIL DITCHES
STA. 0+00 - STA. 7+50
Sheet Title

Project Name
NATURAL RESOURCES CONSERVATION SERVICE
CITY OF GAUTHER, MISSISSIPPI
DEBRIS AND SEDIMENT REMOVAL
AREA #4 - TAIL DITCHES
STA. 0+00 - STA. 7+50
Sheet Title

Project Name
SEYMOUR ENGINEERING
925 TOMMY MUNRO DRIVE, SUITE 0
BLOOM, MISSISSIPPI 39002
PHONE: 228-265-2350
FAX: 228-265-2353

Sheet
C7.1
Project No.
17-044-02
SCALE: 1"=30' Horiz.
1"=3' Vert.

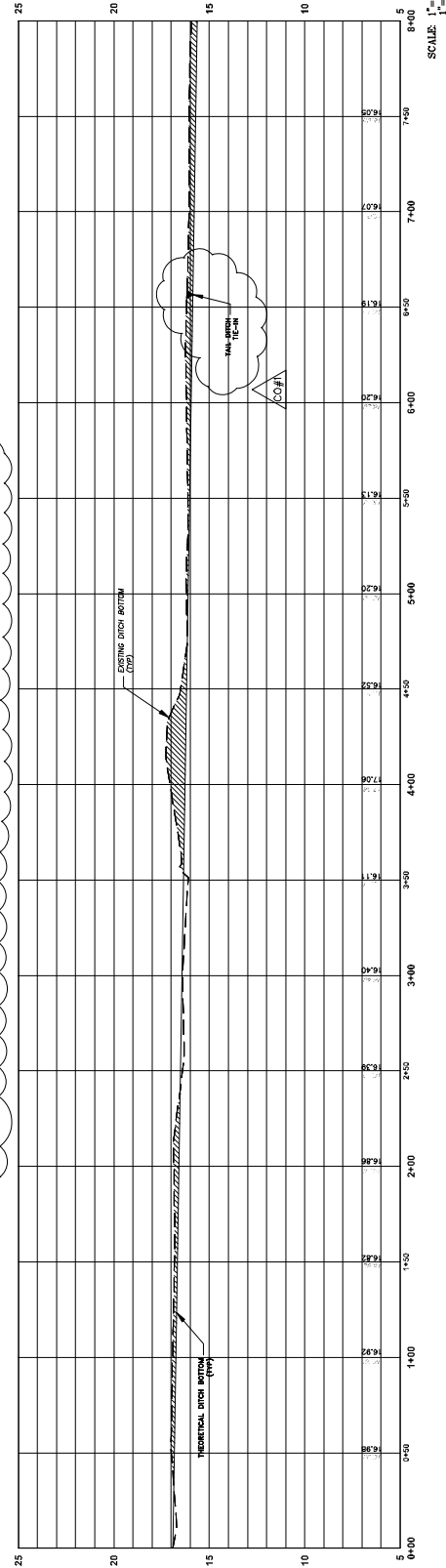


PLAN VIEW

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

SEDIMENT REMOVAL AS REQUIRED IN ORIGINAL SCOPE (TYPICAL)



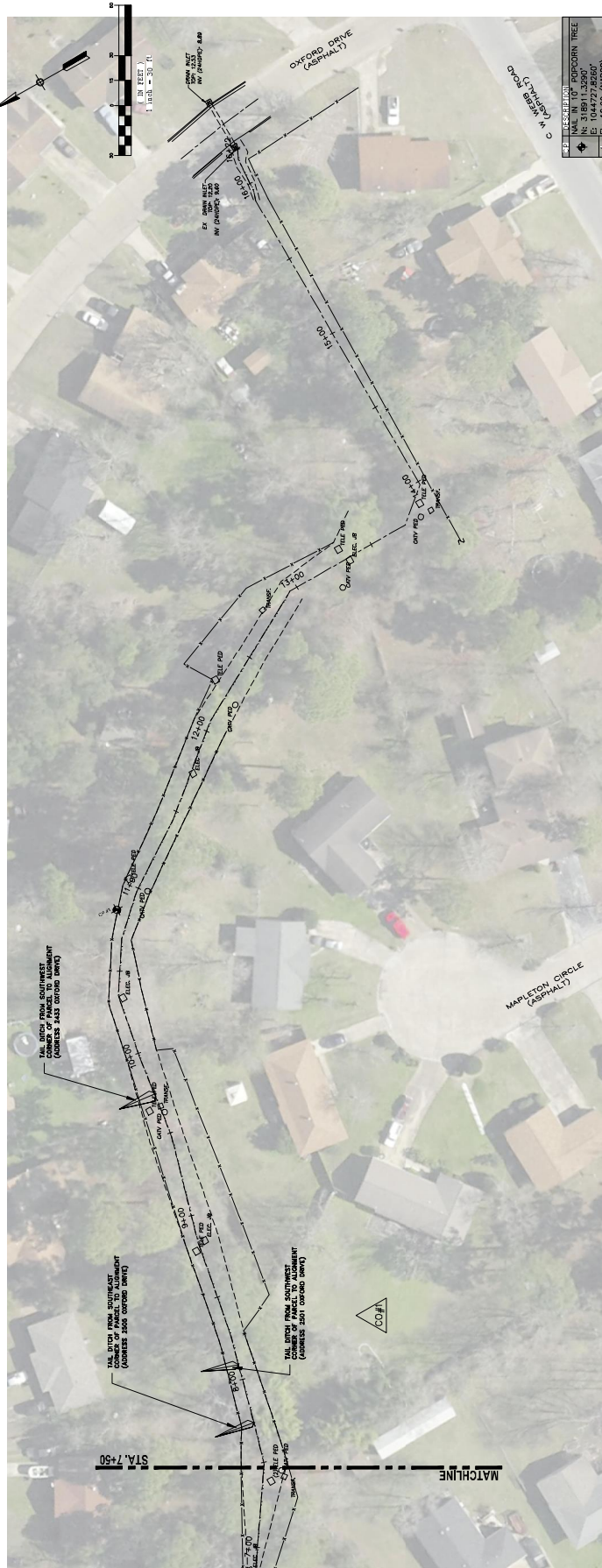
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Checked	_____
Approved	_____
Date	11/24/2017

Sheet Title
 AREA #4 - TAIL DITCHES
 PLAN AND PROFILE
 STA. 7+50 - STA. 13+76

Project Name
 NATURAL RESOURCES CONSERVATION SERVICE
 DEBRIS AND SEDIMENT REMOVAL
 CITY OF GAUTIER, MISSISSIPPI

SEYMOUR ENGINEERING
 PHONE: 228-365-2350
 925 TOWN OF MUNRO DRIVE, SUITE 0
 BLOK, MISSISSIPPI 39312
 FAX: 228-365-2353

Sheet
 C8.1
 Project No.
 17-566.02

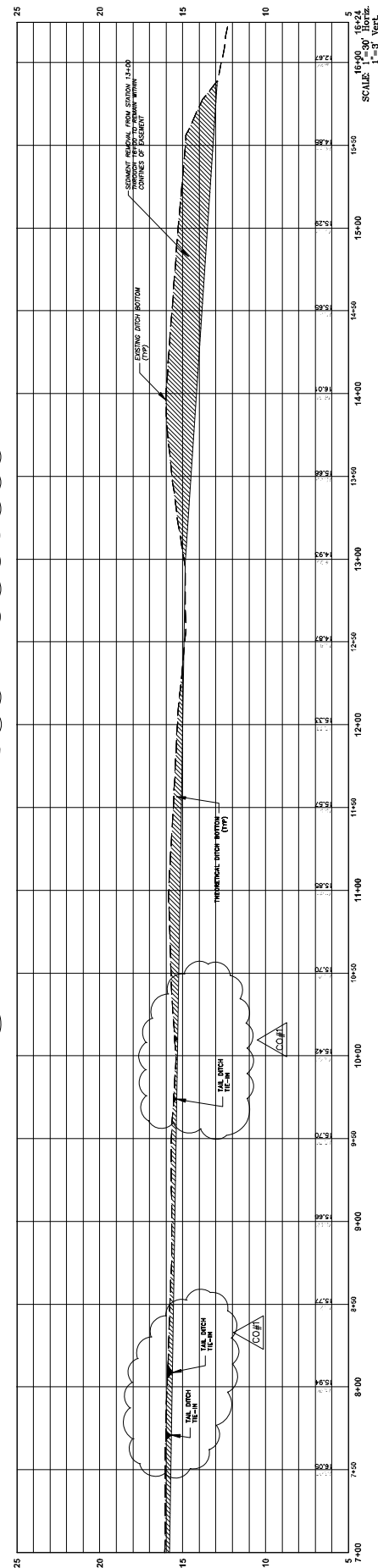


PLAN VIEW

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



Councilman Vaughan made the motion to approve the professional services agreement with Seymour Engineering for engineering services associated with the City Park Fitness Trail. Councilwoman Martin seconded the motion.

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

ORDER NUMBER 138-2018

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

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

NAYS:	None
--------------	-------------

MAYOR

ATTEST:

CITY CLERK

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

Councilwoman Martin 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 George seconded the motion. 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 139-2018

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 **Councilwoman Martin** seconded by **Councilman George** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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

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001	GULF SALES AND SUPPLY INC Account Number 001-170-559 001-170-559	182639	08/07/2018	08/01/2018	Description HAMMER DEMO 40LB KIT 42" FAN BELT DRIVE W/WHEELS	Invoice # 475246 475246	Date 07/12/2018 07/12/2018	P.O. 181007 181007	1,467.90 Amount 1,182.90 285.00
001	SOUTHERN PIPE & SUPPLY Account Number 001-170-635	182640	08/07/2018	08/01/2018	Description 1-HOLE METER S/C PUSH FAUCET	Invoice # 2500706	Date 07/06/2018	P.O. 180885	130.45 Amount 130.45
001	GULF COAST ARMY NAVY STORE Account Number 001-100-535 001-100-535	182641	08/07/2018	08/01/2018	Description BDU TACTICAL PANT (3):SEYMOUR BDU TACTICAL PANT (3):WYLLIE	Invoice # 524867 524867	Date 07/10/2018 07/10/2018	P.O. 181004 181004	293.70 Amount 146.85 146.85
001	NAFECO INC Account Number 001-161-535 001-161-535 001-161-535	182643	08/07/2018	08/01/2018	Description F525250236 TACTICAL PANT (6) SHIPPING CDT RTN: TACTICAL PANT	Invoice # 938836 938836 933387	Date 07/18/2018 07/18/2018 06/12/2018	P.O. 180995 180995 180995	172.35 Amount 193.62 11.00 -32.27
001	FASTENAL COMPANY Account Number 001-170-559	182645	08/07/2018	08/01/2018	Description 250-540/510 TORCH OUTFIT	Invoice # MSPAS75741	Date 07/18/2018	P.O. 181006	386.18 Amount 386.18
001	RIVIERA FINANCE OF TEXAS INC Account Number 001-161-638 001-161-638 001-161-638	182647	08/07/2018	08/01/2018	Description MOUNT/DISMOUNT FLAT REPAIR SERVICE CALL: E2	Invoice # 75848 75848 75848	Date 07/09/2018 07/09/2018 07/09/2018	P.O. 180974 180974 180974	172.50 Amount 28.50 34.00 110.00
001	ALLISTON'S SCREEN PRINTING Account Number 001-100-559 001-100-559 001-100-559	182648	08/07/2018	08/01/2018	Description NAVY GYM SHORTS (6) WHITE T-SHIRTS (16) NAVY FLEECE SET (4)	Invoice # 7090 7090 7090	Date 07/23/2018 07/23/2018 07/23/2018	P.O. 181003 181003 181003	221.50 Amount 49.50 68.00 104.00
001	SECURE NETWORKS LLC Account Number 001-090-704 001-090-704 001-090-704 001-090-704 001-090-704	182649	08/07/2018	08/01/2018	Description DELL OPTIPLEX 3050 W7: ACO DELL OPTIPLEX 3050 W7: CEO MS HOME & BUSINESS 2016 (2) DISPLAY VGA ADAPTER (2) SHIPPING (2)	Invoice # 3500 3500 3500 3500 3500	Date 07/23/2018 07/23/2018 07/23/2018 07/23/2018 07/23/2018	P.O. 181016 181016 181016 181016 181016	2,000.00 Amount 704.00 704.00 500.00 42.00 50.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL Account Number 001-100-500 001-094-559 001-094-500 001-094-500	182652	08/07/2018	08/01/2018	Description HP 80A TONER CARTRIDGE (2) HP OFFICEJET PRO 8720 PRINTER HP 952XL/952 HYBLK/CLR 4PK CS COPY PAPER 8.5X11	Invoice # 3382877704 3382933227 3382933227 3382933227	Date 07/03/2018 07/04/2018 07/04/2018 07/04/2018	P.O. 180993 180998 180998 180998	1,529.11 Amount 171.10 179.99 105.99 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	

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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

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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

Release date from 08/07/2018 thru 08/07/2018

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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	182628	08/07/2018	08/01/2018			6,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-762	CONSTRUCTION DOCUMENTS		A MOB1800091	07/25/2018			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

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
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

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

Councilwoman Martin made the motion to approve Consent Agenda Items 1-11 and 13, as presented. Councilman Colledge seconded the motion. 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 140-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11 and 13 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2018.

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

RESOLUTION NUMBER 040-2018

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

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

NAYS: **None**

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

Passed and Adopted 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



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

RESOLUTION NUMBER 041-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 141-2018

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

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

NAYS:

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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: _____

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

ORDER NUMBER 142-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 143-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 144-2018

WHEREAS, Phase I of the Shepard State Park Historic Log Cabin Welcome Center project is complete. The work in Phase I included disassembly, transportation, and reassembly of the log cabin at the entrance of Shepard State Park, a new foundation for the structure, and 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 **Councilwoman Martin**, seconded by **Councilman Colledge** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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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There came on for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 042-2018

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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)

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

ORDER NUMBER 145-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 146-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 147-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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:

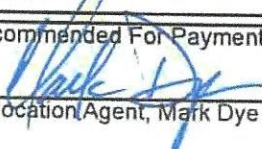
- 1) Approve business landlord reestablishment expenses totaling \$2,500 for the Martin Bluff Road Widening Project; or
- 2) Not approve business landlord reestablishment expenses totaling \$2,500 for the Martin Bluff Road Widening Project.

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>			
LPA/105069-801000									
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	

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

RESOLUTION NUMBER 043-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of August 7, 2018.

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

ORDER NUMBER 148-2018

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by 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	Collisioin 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	

Councilman Colledge made the motion to include \$9.50 for less than 100,000 cubic yards for storm debris removal as part of the Waste Pro Contract.

Councilman Anderson seconded the motion. Vote was passed by majority, with Councilman Vaughan opposing. Ayes were Mayor Torjusen, Councilwoman Martin, Councilman George, Councilman Jackson, Councilman Anderson, and Councilman Colledge. Opposed was Councilman Vaughan.

Councilman Colledge made the motion to go into closed session to determine whether to go into Executive Session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to go into Executive Session to discuss Jackson County Utility Authority litigation. **Councilman Anderson** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to re-enter open session. **Councilman Jackson** seconded the motion and the vote carried unanimously.

City Attorney announced action taken during Executive Session.

Councilwoman Martin made the motion to recess until August 9, 2018 at 6:00 PM. **Councilman Jackson** seconded the motion and the vote carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 21, 2018.

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

August 21, 2018
Approval of minutes from Budget Meeting
held August 9, 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Budget Meeting held August 9, 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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Budget Meeting held August 9, 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 21, 2018.

**Thursday
August 9, 2018
Gautier, Mississippi**

BE IT REMEMBERED THAT A BUDGET MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 9, 2018 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 9, 2018 @ 6:00 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Business Agenda

- 1. Suspend Robert's Rules of Order**
- 2. Discuss FY 2019 Budget**

Recess until August 21, 2018 at 6:30 PM

www.gautier-ms.gov

Meeting began at 6:05 p.m.

Councilman Colledge made the motion to approve the agenda order. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Colledge made the motion to suspend Robert's Rules of Order. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Discussion of FY 2019 Budget was held.

Councilman Colledge made the motion to reinstate Robert's Rules of Order. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilwoman Martin made the motion to recess until August 21, 2018 at 6:30 P.M. **Councilman Jackson** seconded the motion and the vote carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 21, 2018.

FY 2019
BUDGET WORKSHEET

001 GENERAL FUND

000 Revenue

Obj Description	BUDGET FY 2018	BUDGET FY 2019	Difference
200 Ad Valorem - Real Estate	2,344,537.00	2,338,690.00	(5,847.00)
201 Ad Valorem - Automobiles	625,872.00	625,872.00	0.00
202 Ad Valorem - Prior Year	4,000.00	4,000.00	0.00
205 Ad Valorem - Land Redemption	9,600.00	9,600.00	0.00
208 Ad Valorem - Personal Taxes	178,763.00	189,430.00	10,667.00
209 Ad Valorem - Public Utilities	226,228.00	229,056.00	2,828.00
210 Ad Valorem - Penalties & Interest	25,000.00	25,000.00	0.00
211 Ad Valorem - Mobile Home	9,930.00	10,945.00	1,015.00
212 Rail Car Tax	2,200.00	2,500.00	300.00
213 Privilege Tax - Heavy Duty Vhcle	4,000.00	4,200.00	200.00
214 Ad Valorem - Public Safety	202,512.00	203,030.00	518.00
216 S R EPA fees - in leau of taxes	342,000.00	352,000.00	10,000.00
217 Fees in Lieu of Taxes			0.00
218 Ad Valorem - Debt Service	912,431.00	914,765.00	2,334.00
219 Other Permits	2,000.00	2,000.00	0.00
220 Privilege License	25,000.00	21,000.00	(4,000.00)
221 Franchise Fees	155,000.00	148,000.00	(7,000.00)
222 Permits - Building	60,000.00	70,000.00	10,000.00
232 FBI Safe Street Grant	16,000.00	16,000.00	0.00
233 HIDTA Grant	10,000.00	20,449.00	10,449.00
236 Traffic Enforcement Grant	0.00	0.00	0.00
238 TEOAF-TFF Overtime	0.00	15,000.00	15,000.00
244 Contractor License	4,000.00	4,000.00	0.00
245 Lien Revenue (Abatements)			0.00
250 Grant Revenue (MS Bicentennial)	3,000.00	0.00	(3,000.00)
260 General Sales Tax	2,235,000.00	2,235,000.00	0.00
261 Alcoholic Beverage License	13,000.00	13,000.00	0.00
264 Homestead Reimbursement	90,000.00	95,000.00	5,000.00
265 Motor Fuel Tax	115,560.00	15,000.00	(100,560.00)
267 Municipal Aid Surplus	9,200.00	9,250.00	50.00
271 Pro-rata County Road Tax	487,000.00	487,000.00	0.00
272 Co Shared Revenue-Recreation	135,000.00	138,000.00	3,000.00
280 Public Records	11,000.00	12,000.00	1,000.00
300 Court Fines & Forfeitures	350,000.00	380,000.00	30,000.00
301 Park Fees	8,000.00	8,500.00	500.00
302 Court Special Assessment	124,000.00	130,000.00	6,000.00
305 Concessions/Merchandise			0.00
306 Travel Reimbursements	12,800.00	12,800.00	0.00
310 Returned Check Charges			0.00
313 Event/Festival Fees	855.00	6,500.00	5,645.00
315 Police Dept Misc Fees	2,800.00	2,800.00	0.00
320 Insurance Refunds	15,000.00	15,000.00	0.00
325 Veterans Tribute Tower			0.00
326 Donated Funds	2,500.00	800.00	(1,700.00)
331 Interest on Bank Accounts	2,200.00	2,200.00	0.00
333 Forfeited/Evidence Funds			0.00
340 Football Registration	14,000.00	14,000.00	0.00
342 Basketball Registration			0.00
353 Surplus Property			0.00
359 Other Revenue	2,500.00	2,500.00	0.00
370 FEMA/MEMA Reimbursement		176,903.00	176,903.00
361 Transfer from Other Funds	0.00	0.00	0.00
381 Transfer from Enterprise Fund	500,000.00	613,627.00	113,627.00
382 Transfer from Solid Waste Fund	300,000.00	182,244.00	(117,756.00)
390 Loan Proceeds	0.00	200,000.00	200,000.00
	9,592,488.00	9,957,661.00	365,173.00

FY 2019
BUDGET WORKSHEET

001 GENERAL FUND

22 Human Resources

		ENTERED		
Obj Description	BUDGET FY 2018		BUDGET FY 2019	
410 Administration	89,383.00		89,841.00	458.00
411 Longevity	2,330.00		0.00	(2,330.00)
460 PERS 15.75% - 17.4%	14,078.00		14,493.00	415.00
470 FICA & Medicare Match 7.65%	6,890.00		6,747.00	(143.00)
480 Group Insurance	16,870.00		22,292.00	6,422.00
491 Worker's Compensation .39%	349.00		351.00	2.00
500 Office Supplies	1,200.00		1,200.00	0.00
559 Operating Supplies	1,000.00		1,000.00	0.00
596 Donation Expenditure	1,500.00		1,500.00	0.00
604 Professional Services - Medical	4,000.00		4,000.00	0.00
605 Telephone	650.00		650.00	0.00
615 Advertising	1,000.00		1,000.00	0.00
660 Civil Service Expenses	2,500.00		1,250.00	(1,250.00)
681 Travel & Training	1,000.00		1,000.00	0.00
682 Dues	600.00		600.00	0.00
684 Publications	500.00		500.00	0.00
703 Furniture & Fixtures	200.00		0.00	(200.00)
	143,050.00		146,424.00	3,374.00
Medical incs SRS EAP pmt				

001 GENERAL FUND

030 Elections

		NOT UTILIZED		
Obj Description	BUDGET FY 2018		BUDGET FY 2019	
559 Operating Supplies	0.00		0.00	0.00
615 Advertising	0.00		0.00	0.00
681 Travel & Training	0.00		0.00	0.00
699 Services	0.00		0.00	0.00
	0.00		0.00	0.00

001 GENERAL FUND

040 City Clerk

		ENTERED		
Obj Description	BUDGET FY 2018		BUDGET FY 2019	
410 Administration	156,754.00		154,768.00	(1,986.00)
411 Longevity	3,750.00		0.00	(3,750.00)
460 PERS 15.75% - 17.4%	24,689.00		24,966.00	277.00
470 FICA & Medicare Match 7.65%	12,278.00		11,840.00	(438.00)
480 Group Insurance	37,872.00		54,439.00	16,567.00
491 Worker's Compensation .39%	612.00		604.00	(8.00)
500 Office Supplies	10,000.00		10,000.00	0.00
535 Uniforms	0.00		250.00	250.00
559 Operating Supplies	1,500.00		1,500.00	0.00
605 Telephone	1,900.00		1,900.00	0.00
615 Advertising	10,000.00		10,000.00	0.00
681 Travel & Training	2,500.00		2,500.00	0.00
682 Dues	500.00		500.00	0.00
699 Services	13,500.00		13,500.00	0.00
704 Computer AV & Software	1,600.00		1,600.00	0.00
	277,455.00		288,367.00	10,912.00

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

**FY 2019
BUDGET WORKSHEET**

001 GENERAL FUND

092 Building & General Expenses

ENTERED

Obj Description	BUDGET FY 2018	BUDGET FY 2019	
510 Cleaning & Janitorial	8,000.00	4,000.00	(4,000.00)
525 Gasoline & Oil	3,000.00	3,000.00	0.00
565 Signage	5,000.00	5,000.00	0.00
600 Professional Services - Audit	30,000.00	30,000.00	0.00
605 Telephone	46,000.00	46,000.00	0.00
607 Postage	9,000.00	9,000.00	0.00
610 Unemployment - All Funds	15,000.00	15,000.00	0.00
611 Tuition Reimbursement	0.00	0.00	0.00
625 Insurance	280,000.00	280,000.00	0.00
631 Electricity	26,000.00	26,000.00	0.00
635 Repair & Maintenance - Building	4,000.00	4,000.00	0.00
639 Repair & Maintenance - Equipment	2,000.00	2,000.00	0.00
655 Overpayment Refunds Sect 42	15,200.00	15,200.00	0.00
673 County Collection Fees	30,000.00	30,000.00	0.00
698 Contracted Services	83,000.00	83,000.00	0.00
702 Equipment (A/C Unit / Sound System)	6,500.00	7,000.00	500.00
703 Furniture	4,000.00	0.00	(4,000.00)
704 Computer (CH:Backup App, Server)	0.00	10,000.00	10,000.00
714 Veterans Tribute Tower	0.00	0.00	0.00
	566,700.00	569,200.00	2,500.00

Surety Bonds \$7,500 K9s \$1,300 Flood \$2,200 Deductibles \$12,000 Liability & Property Est 257,000

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

001 GENERAL FUND

94 Grants & Projects Admin

ENTERED

Obj Description	BUDGET FY 2018	BUDGET FY 2019	
410 Administration	96,001.00	104,751.00	8,750.00
411 Longevity	220.00	0.00	(220.00)
460 PERS 15.75% - 17.4%	15,121.00	16,898.00	1,777.00
470 FICA & Medicare Match 7.65%	7,361.00	8,014.00	653.00
480 Group Insurance	15,870.00	12,437.00	(3,433.00)
491 Worker's Compensation .39%	375.00	409.00	34.00
500 Office Supplies	500.00	500.00	0.00
535 Uniforms	0.00	250.00	250.00
559 Operating Supplies	500.00	500.00	0.00
605 Telephone	1,320.00	1,250.00	(70.00)
681 Travel & Training	2,000.00	2,000.00	0.00
682 Dues	0.00	250.00	250.00
703 Furniture & Fixtures	1,000.00	500.00	(500.00)
704 Computer AV & Software	1,500.00	600.00	(900.00)
	141,768.00	148,359.00	6,591.00

**FY 2019
BUDGET WORKSHEET**

**001 GENERAL FUND
161 Fire**

Obj Description	BUDGET FY 2018	BUDGET FY 2019	
410 Administration	31,034.00	31,492.00	458.00
411 Longevity	23,600.00	0.00	(23,600.00)
435 Fire Fighters	1,341,041.00	1,352,016.00	10,975.00
450 Overtime	80,000.00	80,000.00	0.00
452 Holiday Pay	48,930.00	49,300.00	370.00
460 PERS 15.75% - 17.4%	236,408.00	243,966.00	7,558.00
470 FICA & Medicare Match 7.65%	116,966.00	116,730.00	(236.00)
480 Group Insurance	279,971.00	368,658.00	88,687.00
491 Worker's Comp .39%, 5.1%	75,090.00	75,670.00	580.00
500 Office Supplies	2,000.00	2,000.00	0.00
510 Cleaning & Janitorial	0.00	4,000.00	4,000.00
525 Gas & Oil	25,000.00	25,000.00	0.00
535 Uniforms	30,000.00	30,000.00	0.00
559 Operating Supplies	4,000.00	4,000.00	0.00
575 Training Supplies	500.00	500.00	0.00
596 Donation Expenditure	1,367.00	1,367.00	0.00
604 Professional Services-Medical	15,000.00	15,000.00	0.00
605 Telephone	2,350.00	2,350.00	0.00
620 Printing & Binding	200.00	200.00	0.00
630 Gas	4,000.00	4,000.00	0.00
631 Electricity	18,000.00	18,000.00	0.00
635 Repair & Maintenance - Building	4,000.00	4,000.00	0.00
638 Repair & Maintenance - Vehicles	25,000.00	25,000.00	0.00
639 Repair & Maintenance - Equipment	8,000.00	8,000.00	0.00
681 Travel & Training	25,000.00	25,000.00	0.00
682 Dues	1,000.00	1,000.00	0.00
698 Services (Cable1, DirecTV, Floors)	1,700.00	5,720.00	4,020.00
703 Furnitures & Fixtures	0.00	2,400.00	2,400.00
704 Computer & Software	0.00	1,600.00	1,600.00
740 Vehicle Purchase	0.00	36,000.00	36,000.00
799 Other Capital Outlay	6,000.00	5,000.00	(1,000.00)
	2,405,157.00	2,536,969.00	131,812.00

**001 GENERAL FUND
170 Recreation**

Obj Description	BUDGET FY 2018	BUDGET FY 2019	
411 Longevity	4,030.00	0.00	(4,030.00)
417 Cultural Services	192,690.00	202,971.00	10,281.00
420 Student Worker	14,040.00	18,720.00	4,680.00
425 Contractual Worker	0.00	5,200.00	5,200.00
450 Overtime	2,500.00	2,500.00	0.00
460 PERS 15.75% - 17.4%	30,743.00	33,152.00	2,409.00
470 FICA & Medicare Match 7.65%	15,713.00	17,150.00	1,437.00
480 Group Insurance	44,861.00	61,149.00	16,288.00
491 Worker's Comp .39%, 4.97%	6,607.00	6,522.00	(85.00)
500 Office Supplies	2,000.00	2,500.00	500.00
502 Football League Supplies	10,000.00	10,000.00	0.00
503 Baseball League Supplies	1,000.00	0.00	(1,000.00)
511 Senior Center Supplies	0.00	2,000.00	2,000.00
512 Cruising the Coast	0.00	10,000.00	10,000.00
513 Events & Festivals	8,000.00	10,000.00	2,000.00
525 Gas & Oil	10,000.00	10,000.00	0.00
535 Uniforms	1,500.00	1,500.00	0.00
559 Operating Supplies	6,000.00	8,000.00	2,000.00
577 Repair & Maint Supplies - Field	6,000.00	3,000.00	(3,000.00)
605 Telephone	2,500.00	2,500.00	0.00
615 Advertising	2,000.00	2,000.00	0.00
631 Electricity	28,500.00	28,500.00	0.00
634 Repair & Maintenance - Parks	8,000.00	8,000.00	0.00
635 Repair & Maintenance - Building	4,000.00	4,000.00	0.00
638 Repair & Maintenance - Vehicles	10,000.00	8,000.00	(2,000.00)
639 Repair & Maintenance - Equipment	15,000.00	13,000.00	(2,000.00)
642 Boys & Girls Club Support	10,550.00	10,550.00	0.00
645 Cultural Services	9,500.00	2,500.00	(7,000.00)
681 Travel & Training	1,000.00	1,000.00	0.00
682 Dues	200.00	200.00	0.00
698 Contracted Services	6,000.00	6,000.00	0.00
704 Computers (Laptop & Publisher)	0.00	1,600.00	1,600.00
721 Improvements (PIER)	0.00	3,500.00	3,500.00
740 Vehicles (2 Trucks & Van)	0.00	80,000.00	80,000.00
	452,934.00	575,714.00	122,780.00

ATT DSL \$3000 Fosters \$610 GC Comm \$400 Delta Stn \$425 Redd \$150 Grand View \$300 Misc \$1115

Men's Club \$1000 Garden Club \$500 MS Songwriters \$1000

FY 2019
BUDGET WORKSHEET

General Fund Totals	BUDGET FY 2018	BUDGET FY 2019	
General Fund Revenues	9,592,488.00	9,957,661.00	
Expenditures:			
001 Legislative	129,212.00	146,502.00	
010 City Court	319,170.00	311,949.00	
021 City Manager	243,564.00	238,884.00	
022 Human Resources	143,050.00	146,424.00	
030 Elections	0.00	0.00	
040 City Clerk	277,455.00	288,367.00	
045 Finance	183,825.00	218,952.00	
060 City Attorney	105,000.00	105,000.00	
090 Economic Dev - Planning	337,137.00	368,829.00	
092 Building & General Expenses	566,700.00	569,200.00	
094 Grants & Projects Adminn	141,768.00	148,359.00	
100 Police	3,204,363.00	3,448,747.00	
161 Fire	2,405,157.00	2,536,969.00	
170 Recreation	452,934.00	575,714.00	
201 PW: Streets	278,000.00	291,205.00	
205 PW: Maintenance	234,530.00	240,955.00	
900 Interfund Transfers	1,045,982.00	830,452.00	
556 Contingency			
General Fund Expenditures	10,067,847.00	10,466,508.00	
<i>Total Operating Expenditures</i>	<i>8,873,297.00</i>	<i>9,267,075.00</i>	
<i>Total Capital Outlay Expenditures</i>	<i>84,592.00</i>	<i>305,005.00</i>	
<i>Total Debt Service</i>	<i>63,976.00</i>	<i>63,976.00</i>	
<i>Total Transfers Out</i>	<i>1,045,982.00</i>	<i>830,452.00</i>	
<i>Check Total</i>	<i>10,067,847.00</i>	<i>10,466,508.00</i>	
<i>Personnel</i>	<i>6,914,250.00</i>	<i>7,282,758.00</i>	
<i>Supplies</i>	<i>456,517.00</i>	<i>474,867.00</i>	
<i>Other Services</i>	<i>1,502,530.00</i>	<i>1,509,450.00</i>	
<i>Capital Outlay</i>	<i>84,592.00</i>	<i>305,005.00</i>	
<i>Debt Service</i>	<i>63,976.00</i>	<i>63,976.00</i>	
<i>Interfund Transfers for DS</i>	<i>1,045,982.00</i>	<i>830,452.00</i>	
<i>Check Total</i>	<i>10,067,847.00</i>	<i>10,466,508.00</i>	
Cash Balance			
Beginning Cash Balance	1,500,000.00	1,600,000.00	
General Fund Revenue	9,592,488.00	9,957,661.00	
General Fund Expenditures	10,067,847.00	10,466,508.00	(508,847)
Remaining Cash Balance	1,024,641.00	1,091,153.00	
Ending Cash Balance	1,024,641.00	1,091,153.00	

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

**August 21, 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 21, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	182665	08/21/2018	08/02/2018			2,430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEPT 2018 NETWORK SERVICES		2479	07/14/2018			2,280.00
	001-092-698	SYNCHRONIZED EMAIL		2479	07/14/2018			150.00
001	BELL AUTO PARTS INC	182666	08/21/2018	08/02/2018			1,352.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	HYD FILTER (2) & FLUID (2)		42669	07/02/2018			99.48
	001-170-639	HYD FILTER (2) & FLUID (2)		42670	07/03/2018			99.48
	001-170-639	HYD FLUID (4): EXMARKS		42671	07/06/2018			55.56
	001-170-639	PARTS (3): DIESEL GATOR		42672	07/09/2018			104.94
	001-170-639	DECK WHEEL KIT (6): EXMARKS		42673	07/10/2018			132.84
	001-170-639	AIR CLNR TOP, BLADES(2), BELT		42674	07/11/2018			109.47
	001-100-570	SOP LINK: U #20		42675	07/02/2018			45.95
	001-100-570	ROTOR (2), PADS: CRN VIC		42676	07/05/2018			105.75
	001-100-570	ROTOR (2), PADS: CRN VIC		42677	07/09/2018			105.75
	001-100-570	ROTOR (2): CRN VIC		42678	07/11/2018			78.00
	001-161-638	1GAL TRANS FLUID (3)		42679	07/10/2018			45.00
	001-161-638	5GAL PURPLE POWER CLEANER		42680	07/12/2018			29.50
	001-170-639	SJ SPRAY GUN: WEED SPRAYER		42701	07/20/2018			95.70
	001-170-639	SUPPLIES (4): MAINT EQUIP		42702	07/23/2018			53.05
	001-170-639	CS TRUE FUEL (2)		42703	07/30/2018			69.00
	001-170-639	FLAP (2),SUPPORT(2),SCREWS(6)		42705	07/30/2018			87.90
	001-100-570	TIRE REPR KIT: K9 U #56		42709	07/27/2018			34.75
001	STEINER SAW & MOWER	182667	08/21/2018	08/02/2018			169.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SPRINGS (2), PULLEYS (2)		424067	07/11/2018			104.00
	001-170-639	BUMPS (6), COVER		413385	07/26/2018			65.00
001	CABLE ONE INC	182671	08/21/2018	08/02/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2018: CFD #122024086		07162018	07/23/2018			92.31
001	CABLE ONE INC	182672	08/21/2018	08/02/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2018: NFD #1220248383		07162018	07/23/2018			92.31
001	CABLE ONE INC	182673	08/21/2018	08/02/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2018: SFD #122025091		07162018	07/23/2018			92.31
001	O'REILLY AUTO PARTS	182676	08/21/2018	08/03/2018			622.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	VEH MAINT (6): DODGE TRUCK		1978101011	07/11/2018			42.57
	001-170-638	MINI LAMP		1978101012	07/11/2018			3.45
	001-170-638	MINI LAMP		1978101115	07/12/2018			5.71
	001-170-639	ELECT TAPE, TOGGLE SWITCH		1978101152	07/12/2018			7.82
	001-170-639	S/LEAK,BATT TERM,BRAKE CLN(12)		1978101223	07/13/2018			45.56
	001-170-639	F/HOSE,F/FILTER,HOSE CLAMP(10)		1978101615	07/17/2018			12.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	182676	08/21/2018	08/03/2018			622.51	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	F/FILTER (3): KUBOTA MOWER		1978101686	07/18/2018		21.87	
	001-161-638	1GAL ANTIFRZ (6): FIRE TRK		1978101833	07/19/2018		77.94	
	001-170-639	5GAL TRACTOR FLUID (2)		1978102221	07/23/2018		69.98	
	001-100-570	ZINC ADDITIVE (2)		1978102224	07/23/2018		35.98	
	001-100-559	4PK BATTERIES		1978102274	07/23/2018		9.99	
	001-161-638	SEMI-MET PAD (2)		1978102567	07/26/2018		51.56	
	001-100-570	BRAKE: ROTOR & CALIPER, CORE		1978102581	07/26/2018		188.01	
	001-205-559	MIN SPIRITS: CLN PARTS		1978102584	07/26/2018		85.09	
	001-100-570	CDT RTN: BRAKE CALIPER		1978102617	07/26/2018		-40.00	
	001-100-570	JCASE FUSE: U #48		1978101331	07/14/2018		4.79	
001	DELTA SANITATION OF MS LLC	182677	08/21/2018	08/06/2018			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0000951344	07/31/2018		35.00	
001	LOWES HOME CENTERS INC	182681	08/21/2018	08/05/2018			2,349.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	NEW PAV SUPPLIES: BACOT PARK		901044	06/25/2018		286.32	
	001-170-559	24CT AQUAFINA (4), SANITIZER		901079	06/26/2018		31.24	
	001-170-596	NEW PAV SUPPLIES: BACOT PARK		901170	06/26/2018		1,011.68	
	001-205-559	ASRT BLADES (3)		901606	06/28/2018		19.91	
	001-170-635	PINE PLYWOOD: FRAZIER PARK		901407	07/03/2018		36.28	
	001-170-559	GALV ANCHOR (2)		901368	07/03/2018		3.20	
	001-205-559	DEWALT 5IN SANDER PAD		902597	07/03/2018		19.56	
	001-170-559	PICKUP TOOL, WORK GLOVES (2)		909360	07/06/2018		29.40	
	001-170-559	KOBALT 50PC BIT SET		909146	07/09/2018		23.74	
	001-170-559	3M SAFE GLASSES (2), GLOVES (2)		909105	07/09/2018		39.80	
	001-205-559	10LB LEVELER		901621	07/10/2018		13.29	
	001-170-559	HEX NUT (12), BOLT (12), SAW BLADE		901761	07/11/2018		34.20	
	001-170-635	1GAL FLOOR ADH, VCT TILE (37)		901716	07/11/2018		42.51	
	001-170-635	3.6QT ROOF COAT, PAINT BRUSH		901924	07/12/2018		29.38	
	001-170-559	ASRT SCREWS (38)		909839	07/12/2018		21.57	
	001-170-559	SPRAY PAINT (2)		909045	07/13/2018		8.52	
	001-170-634	WIRE BRUSH, EPOXY, SPRAY PAINT		909746	07/16/2018		26.29	
	001-170-635	SUPPLIES: FRAZIER PK RESTROOM		902724	07/18/2018		37.17	
	001-170-634	PARTS (11): BACOT COMPRESSOR		901155	07/19/2018		81.13	
	001-170-559	10FT RATCHET, KEY BLANK (2)		910474	07/19/2018		19.89	
	001-170-559	500PK CABLE TIES, KEY BLANK		901257	07/19/2018		27.14	
	001-170-559	14FT RATCHET, REBAR CAP (14)		901340	07/20/2018		76.35	
	001-170-559	4IN UTILITY TIRE AID		910048	07/23/2018		9.48	
	001-205-559	80LB QUIKRETE MORTOR MIX		902068	07/24/2018		5.85	
	001-205-559	GLOSS SPRAY PAINT (2)		902105	07/24/2018		7.56	
	001-205-559	PRO LTS PAINT SPRAYER		914447	07/11/2018		407.55	
	001-205-559	CDT RTN: PRO LTS PAINT SPRAYER		914446	07/11/2018		-492.10	
	001-205-559	PRO LTS PAINT SPRAYER		998415	07/11/2018		492.10	
001	SYSCON INC	182682	08/21/2018	08/06/2018			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	AUG 2018 COURT SUPPORT		1-44242	08/01/2018		1,475.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	182683	08/21/2018	08/06/2018			130.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2018: #107571481		07252018	08/01/2018			130.07
001	CABLE ONE INC	182684	08/21/2018	08/06/2018			86.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	AUG 2018: SR BLDG #120793682		07252018	08/01/2018			86.92
001	CINTAS CORPORATION NO 2	182685	08/21/2018	08/06/2018			274.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		240534063	07/04/2018			68.68
	001-205-535	MAINTENANCE		240535003	07/11/2018			68.68
	001-205-535	MAINTENANCE		240535930	07/18/2018			68.68
	001-205-535	MAINTENANCE		240536860	07/25/2018			68.68
001	AT&T GLOBAL NETWORK SERVS LLC	182688	08/21/2018	08/07/2018			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GE39961	08/01/2018			229.64
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	182690	08/21/2018	08/07/2018			203.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3103925023	08/01/2018			203.15
001	DPS CRIME LAB	182717	08/21/2018	08/09/2018			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90069547	08/02/2018			120.00
001	TEC	182718	08/21/2018	08/09/2018			115.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		938626	08/01/2018			115.46
001	AUTO TRUCK AND TRAILER PARTS INC	182719	08/21/2018	08/09/2018			3,167.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	AC COMPRESSOR: E1		269385	07/02/2018			803.00
	001-170-638	WIRE CONNECTOR (3), SWITCH		269498	07/03/2018			12.35
	001-161-638	DEGREASER: E1		269500	07/03/2018			8.50
	001-161-638	FUEL SENSOR: E1		269521	07/05/2018			19.85
	001-100-570	BEARING (2), SEAL(2), RTV: U #66		269522	07/05/2018			54.98
	001-161-638	FAN: E1		269539	07/06/2018			22.10
	001-100-570	ENG CONTROL MANUAL, COIL		269563	07/09/2018			473.56
	001-161-638	KIT (2): E1		269564	07/09/2018			60.06
	001-161-638	1GAL DEGREASER		269586	07/09/2018			8.00
	001-161-638	VALVE, BRASS: E1		269597	07/10/2018			62.85
	001-170-638	PLUG (2)		269542	07/10/2018			23.36
	001-100-570	AIR FILTER (3)		269622	07/11/2018			73.47
	001-100-570	FORD FUSION KEY		269670	07/12/2018			99.50
	001-161-638	BACK-UP LIGHT (4): R33		269685	07/13/2018			58.40
	001-161-638	FILTER (3), ROTELLA (4): R33		269748	07/17/2018			139.51
	001-100-570	OIL FILTER (24): POLICE VEH		269771	07/18/2018			54.00
	001-161-638	ROTORS (2), PADS(2): CMD33		269796	07/19/2018			165.16

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001	AUTO TRUCK AND TRAILER PARTS INC	182719	08/21/2018	08/09/2018			3,167.01	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FILTER: AIR, FUEL, OIL: CMD33		269797	07/19/2018		115.35	
	001-161-638	ROTELLA (4): CMD33		269798	07/19/2018		66.00	
	001-100-570	WHEELS (4): U #62		269834	07/20/2018		414.00	
	001-161-638	FILTER CUP: CMD33		269825	07/20/2018		35.07	
	001-161-638	JACK: FIRE TRUCKS		269858	07/23/2018		60.77	
	001-161-638	SIGHT GLASS: E1		269839	07/23/2018		101.91	
	001-161-638	TIE ROD: CMD33		269898	07/24/2018		112.10	
	001-161-638	STEM (2), TIE ROD: CMD33		269897	07/24/2018		123.16	
001	STERLING PETROLEUM PRODUCTS INC	182724	08/21/2018	08/09/2018			8.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	LUBE TAX: SHORT PAY INV		58410	06/12/2018		8.80	
001	MALLETTE BROTHERS CONSTRUCTION INC	182725	08/21/2018	08/09/2018			910.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	16.04 RAP TN		19858	07/31/2018		480.30	
	001-201-576	7.83 RIP RAP TN		19858	07/31/2018		430.65	
001	ACE DATA STORAGE INC	182726	08/21/2018	08/09/2018			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2018 SHREDDING SERVICE		60312	08/01/2018		105.00	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	182728	08/21/2018	08/10/2018			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	JUN 2018 CLUB SUPPORT		06302018	08/07/2018		833.33	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	182729	08/21/2018	08/10/2018			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	JUL 2018 CLUB SUPPORT		07312018	08/07/2018		833.33	
001	MS DEPT OF FINANCE & ADMIN	182730	08/21/2018	08/10/2018			32,947.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2018 COURT ASSESSMENTS		07312018	08/03/2018		32,947.00	
001	MS DEPT OF PUBLIC SAFETY	182731	08/21/2018	08/10/2018			1,897.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2018 SPECIAL ASSESSMENTS		07312018	08/03/2018		1,897.00	
001	MS DEPT OF PUBLIC SAFETY	182732	08/21/2018	08/10/2018			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2018 INTERLOCK FEES		07312018	08/03/2018		150.00	
001	JACKSON COUNTY ADULT DETENTION CENTER	182733	08/21/2018	08/10/2018			12,040.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JUL 2018 ADC CHGS		07312018	08/07/2018		12,040.00	
001	MSC 7511	182734	08/21/2018	08/10/2018			152.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV2585600	07/18/2018		145.10	
	001-100-699	MPC2504EX USAGE: B/W		INV2585600	07/18/2018		7.72	

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001	SPORTSCONDUCTOR LLC	182735	08/21/2018	08/10/2018			82.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2018 FOOTBALL (17)		4375	08/01/2018			67.15
	001-170-502	2018 CHEER (4)		4375	08/01/2018			15.80
001	DIRECTV LLC	182742	08/21/2018	08/10/2018			137.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (SEP)		08132018	08/14/2018			137.84
001	BORDIS & DANOS PLLC	182743	08/21/2018	08/10/2018			9,631.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	AUG 2018 RETAINER		57	08/03/2018			7,916.67
	001-060-602	LITIGATION: BRANDYWINE		58	08/03/2018			1,067.50
	001-060-602	LITIGATION: BURRELL		58	08/03/2018			647.50
001	FUELMAN	182744	08/21/2018	08/10/2018			3,488.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP53941238	08/06/2018			59.45
	001-100-525	UNL FUEL		NP53941238	08/06/2018			2,642.44
	001-161-525	UNL & DSL FUEL		NP53941238	08/06/2018			505.70
	001-170-525	UNL & DSL FUEL		NP53941238	08/06/2018			203.30
	001-205-525	UNL FUEL		NP53941238	08/06/2018			77.64
001	WRIGHT WARD HATTEN & GUEL PLLC	182745	08/21/2018	08/10/2018			20,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-600	FY 2017 AUDIT		3667	08/03/2018			20,000.00
001	PTS SOLUTIONS INC	182747	08/21/2018	08/10/2018			18,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANNUAL SOFTWARE MAINT		2018048-M	07/31/2018			18,600.00
001	FAMILY FROZEN FOODS	182750	08/21/2018	08/13/2018			162.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	SUPPLIES: SR MBR DRIVE		106720	07/16/2018			162.06
001	FOSTERS A/C & HEATING INC	182751	08/21/2018	08/13/2018			212.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	SERVICE CALL: POTTERY ROOM		W1034952	07/28/2018			68.00
	001-170-635	SERVICE CALL: KITCHEN		W1034951	07/28/2018			144.00
001	GRAND VIEW SECURITY LLC	182752	08/21/2018	08/13/2018			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ALARM MONITORING: BUDDY DAVIS		0801164841	08/01/2018			300.00
001	MUNICIPAL CODE CORPORATION	182753	08/21/2018	08/13/2018			550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	ANNUAL WEB HOSTING 8/18-7/19		00314701	08/06/2018			550.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FEDERAL EXPRESS	182754	08/21/2018	08/13/2018			114.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	EXPRESS SHIP: PLEIN AIR ART		626244900	08/16/2018			114.81
001	JERED GRAHAM	182755	08/21/2018	08/13/2018			144.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: FI1031-1		08212018	08/21/2018			144.00
001	MSC 7511	182756	08/21/2018	08/13/2018			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV2614584	08/03/2018			470.88
001	C SPIRE WIRELESS	182757	08/21/2018	08/13/2018			972.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	07/31/2018			50.27
	001-022-605	HR CELL PHONES		0030759348	07/31/2018			50.27
	001-040-605	ADMIN CELL PHONES		0030759348	07/31/2018			134.73
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	07/31/2018			201.08
	001-090-698	IPAD SERVICE (3)		0030759348	07/31/2018			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	07/31/2018			100.54
	001-161-605	FIRE DEPT CELL PHONES		0030759348	07/31/2018			156.80
	001-170-605	RECREATION CELL PHONES		0030759348	07/31/2018			126.06
	001-205-605	MAINT CELL PHONES		0030759348	07/31/2018			50.27
001	M & E FEED & SEED	182759	08/21/2018	08/13/2018			125.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5225	06/02/2018			41.99
	001-100-514	DOG FOOD		5227	06/12/2018			41.99
	001-100-514	DOG FOOD		5239	07/18/2018			41.99
001	AIRGAS USA LLC	182760	08/21/2018	08/13/2018			205.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9955098315	07/31/2018			205.17
001	MS PRESS	182761	08/21/2018	08/14/2018			246.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	52 WEEK RENEWAL	13000	Z1000470	08/06/2018			246.40
001	CABLE ONE INC	182762	08/21/2018	08/14/2018			92.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2018 SUBSTN: #107718827		08012018	08/08/2018			92.31
001	CABLE ONE INC	182765	08/21/2018	08/14/2018			65.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG CABLE BOX: #118476316		08012018	08/08/2018			65.19
001	CABLE ONE INC	182766	08/21/2018	08/14/2018			213.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2018: #10771837		08012018	08/08/2018			213.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC Account Number 001-092-635	182767	08/21/2018	08/15/2018	Description ESA CLEANING: ECO DEV (2)	Invoice # P1035077	Date 08/10/2018	P.O. Amount 176.00 176.00
001	ALABAMA MEDIA GROUP Account Number 001-040-615 001-040-615	182768	08/21/2018	08/15/2018	Description PUBLIC NOTICE: ORD #245-2018 AD: SOLID WASTE PROPOSALS RFP	Invoice # 0008690392 0008700331	Date 07/01/2018 07/15/2018	P.O. 180962 181000 Amount 249.88 28.56 221.32
001	CAN'T MISS EMBROIDERY Account Number 001-170-535 001-170-535	182769	08/21/2018	08/15/2018	Description T-SHIRT ASST (32): CITY LOGO T-SHIRT ASST(23): NATURE'S PG	Invoice # 20919 20919	Date 08/01/2018 08/01/2018	P.O. 181021 181021 Amount 295.50 192.00 103.50
001	TEAM ONE COMMUNICATIONS INC Account Number 001-100-799 001-100-799 001-100-799	182770	08/21/2018	08/15/2018	Description LABOR: XTS2500 RADIO VARIABLE 20 OHM 0.05 W VOLUME REPL VOLUME CTRL,MISSING KNOB	Invoice # 908012268 908012268 908012268	Date 08/07/2018 08/07/2018 08/07/2018	P.O. 181100 181100 181100 Amount 107.10 85.00 15.00 7.10
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC Account Number 001-022-660 001-022-660	182772	08/21/2018	08/15/2018	Description PO-EL 101 POLICE OFCR TEST (5) ADMIN FEE	Invoice # 38506J7V15 38506J7V15	Date 07/18/2018 07/18/2018	P.O. 181023 181023 Amount 163.40 71.25 92.15
001	MID SOUTH UNIFORM & SUPPLY INC Account Number 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535 001-100-535	182773	08/21/2018	08/15/2018	Description SS NAVY SHIRTS (3) NAVY PANTS W/BUE STRIPE (3) SEW ON PATCHES (6) NAVY BRAID (3) LT BLUE BRAID (3)	Invoice # 580711 580711 580711 580711 580711	Date 07/31/2018 07/31/2018 07/31/2018 07/31/2018 07/31/2018	P.O. 181038 181038 181038 181038 181038 Amount 295.89 133.77 130.62 6.00 12.75 12.75
001	GULF COAST BUSINESS SUPPLY CO Account Number 001-092-510 001-092-510 001-092-510 001-092-510 001-092-510	182774	08/21/2018	08/15/2018	Description CS 100 CAN LINER 43X47 CS BMF TOWELS 96/CT TISSUE ROLLS 24/CT COMET CLEANSER CS 4/1GAL PINE CLEANER (4)	Invoice # 173086 173086 173086 173086 173086	Date 08/03/2018 08/03/2018 08/03/2018 08/03/2018 08/03/2018	P.O. 181092 181092 181092 181092 181092 Amount 126.97 21.95 19.21 26.40 38.09 21.32
001	CUSTOM PRODUCTS CORPORATION Account Number 001-201-565 001-201-565 001-201-565 001-201-565 001-201-565 001-201-565 001-201-565 001-201-565	182775	08/21/2018	08/15/2018	Description 18X96 AST STREET NAME SIGN (6) 18X54 SIGN SUTER ROAD AST STREET NAME SIGNS (7) SKID CHARGE FREIGHT POST U CHANNEL (50) BOLT CARRIAGE HEAD (100)	Invoice # 307727 307727 307727 307727 307727 308097 308097	Date 07/31/2018 07/31/2018 07/31/2018 07/31/2018 07/31/2018 08/07/2018 08/07/2018	P.O. 181035 181035 181035 181035 181035 181066 181066 Amount 2,629.85 1,136.76 106.63 211.96 80.00 90.00 871.50 43.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	182775	08/21/2018	08/15/2018			2,629.85	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	FREIGHT		308097	08/07/2018	181066		90.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	182780	08/21/2018	08/15/2018			1,051.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-703	MESH BACK MANAGER CHAIR (6)		3385115581	07/28/2018	181015		1,051.50
001	THE FIRE STORE	182781	08/21/2018	08/15/2018			137.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	CS 4/1GAL TURNOUT GEAR CLEANER		1878817	07/28/2018	181045		111.99
	001-161-639	SHIPPING		1878817	07/28/2018	181045		15.00
	001-161-639	FREIGHT		1878817	07/28/2018	181045		10.99
001	BILOXI AUTO RECYCLING INC	182783	08/21/2018	08/15/2018			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	WHEEL RIM: K9 U#56		98897	07/31/2018	181058		100.00
	001-170-638	SPARE WHEEL: REC BLUE VAN		99078	08/06/2018	181070		75.00
001	WESCO GAS AND WELDING SUPPLY INC	182785	08/21/2018	08/15/2018			203.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	CFS CYLINDER SALE 150 CF		2000588993	08/01/2018	181017		203.35
001	OCCUPATIONAL HEALTH CENTER INC	182787	08/21/2018	08/15/2018			520.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: HENDERSON		150244	08/03/2018	181067		65.00
	001-100-604	PRE-EMP DRUG SCREEN: HENDERSON		150244	08/03/2018	181067		30.00
	001-100-604	AUDIOMETRIC EXAM: WYLLIE		150244	08/03/2018	180988		35.00
	001-100-604	EKG: WYLLIE		150244	08/03/2018	180988		60.00
	001-100-604	PHYSICAL EXAM: WYLLIE		150244	08/03/2018	180988		65.00
	001-100-604	PRE-EMP DRUG SCREEN: GIBBS		150244	08/03/2018	181028		60.00
	001-100-604	PRE-EMP PHYSICAL: GIBBS		150244	08/03/2018	181028		65.00
	001-100-604	PRE-EMP PHYSICAL: WARREN		150244	08/03/2018	181048		65.00
	001-100-604	PRE-EMP DRUG SCREEN: WARREN		150244	08/03/2018	181048		30.00
	001-100-604	DRUG SCREEN CONF: WARREN		150244	08/03/2018	181048		45.00
FUND TOTAL	1 Claims	to	Checks	61 Total	124,862.61 Manual	Held	Total	124,862.61

Docket of Claims
Release date from 08/21/2018 thru 08/21/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	TEAM ONE COMMUNICATIONS INC	182771	08/21/2018	08/15/2018			255.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	CARRY CASE W/BELT LOOP (5)		9020015501	08/07/2018	181002		255.00
157	LANDERS CHRYSLER DODGE JEEP	182784	08/21/2018	08/15/2018			86,284.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	2018 DODGE CHARGER #92456		LD157013	06/28/2018	180517		21,571.00
	157-100-799	2018 DODGE CHARGER #92457		LD157018	06/28/2018	180517		21,571.00
	157-100-799	2018 DODGE CHARGER #92458		LD157019	06/28/2018	180517		21,571.00
	157-100-799	2018 DODGE CHARGER #92459		LD157020	06/28/2018	180517		21,571.00
FUND TOTAL 157 Claims	to	Checks	2 Total	86,539.00	Manual		Held	Total 86,539.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	182680	08/21/2018	08/06/2018			574.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	94LB PORTLAND CEMENT (2)		902275	06/29/2018		21.88	
	176-170-559	80LB CONC MIX, SHW CURTAIN (6)		901960	07/12/2018		60.82	
	176-170-586	PRO LTS PAINT SPRAYER		910047	07/23/2018		492.10	
176	AUTO TRUCK AND TRAILER PARTS INC	182721	08/21/2018	08/09/2018			2.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	1QT 30W OIL: AIR COMPRESSOR		269804	07/19/2018		2.50	
176	FUELMAN	182746	08/21/2018	08/10/2018			48.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP53941238	08/06/2018		48.10	
176	C SPIRE WIRELESS	182758	08/21/2018	08/13/2018			50.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	07/31/2018		50.27	
FUND TOTAL 176 Claims	to	Checks	4 Total	675.67	Manual	Held	Total	675.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	182674	08/21/2018	08/02/2018			174,032.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	AUG 2018 TREATMENT CHGS		117	08/01/2018			168,061.00
	400-651-668	FY 2018 ACTUAL FLOW ADJ		117	08/01/2018			5,971.00
400	LOWES HOME CENTERS INC	182679	08/21/2018	08/06/2018			-47.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	CDT RTN: WATER TRMT PLANT (10)		917248	06/25/2018			-47.40
400	CLEARWATER SOLUTIONS LLC	182686	08/21/2018	08/06/2018			180,357.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUL 2018 OPERATION FEE		GAUTIER068	08/01/2018			180,357.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	182687	08/21/2018	08/06/2018			596.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6746584768	08/01/2018			596.66
400	U S WATER SERVICES INC	182739	08/21/2018	08/10/2018			127.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	SALOMETER		INV392885	07/31/2018			99.20
	400-651-582	CYLINDER GRADUATED		INV392885	07/31/2018			13.63
	400-651-582	FREIGHT		INV392885	07/31/2018			14.47
400	COGENT STRATEGIES LLC	182740	08/21/2018	08/10/2018			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1270	08/07/2018			7,500.00
400	AMERICAN TANK MAINTENANCE LLC	182741	08/21/2018	08/10/2018			3,427.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAINTENANCE WATER TANKS (5)		6212	08/01/2018			3,427.50
400	CITY OF GAUTIER	182749	08/21/2018	08/10/2018			104,918.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUL 2018 GARBAGE PMTS		07312018	07/31/2018			104,918.88
400	MSC 7511	182763	08/21/2018	08/14/2018			166.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2621761	08/08/2018			166.49
400	FOSTERS A/C & HEATING INC	182764	08/21/2018	08/14/2018			64.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	LEAK SEARCH: PW SHOP OFFICE		W1031252	05/30/2018			64.00
400	C & M ELECTRIC MOTOR SERVICE INC	182776	08/21/2018	08/15/2018			1,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	3HP SUBPUMP MOTOR: LS-23		12046	07/26/2018	181065		1,294.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	USA BLUEBOOK	182777	08/21/2018	08/15/2018			37.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	1/8IN IDx1/4IN 25FT COIL (4)		636611	07/26/2018	180892		27.96
	400-651-582	FREIGHT		636611	07/26/2018	180892		10.00
400	COAST CHLORINATOR & PUMP CO INC	182778	08/21/2018	08/15/2018			2,201.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1HP BOOSTER PUMP: LARK WELL		68229	07/30/2018	181063		975.00
	400-651-581	CHEMICAL BIB/PLANT		68229	07/30/2018	181063		72.00
	400-651-581	10% DISCOUNT		68229	07/30/2018	181063		-97.50
	400-651-581	2HP BOOSTER PUMP: MALL WELL		68296	08/06/2018	181115		1,318.00
	400-651-581	5% DISCOUNT		68296	08/06/2018	181115		-65.90
400	SOUTHERN WATERWORKS SUPPLY INC	182779	08/21/2018	08/15/2018			141.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	12" PIPE JOINT RESTRAINT		76541	08/08/2018	181102		141.91
400	THE SPECTRUM GROUP INC	182782	08/21/2018	08/15/2018			231.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	ATI MEMBRANES FC PK/10 (4)		8520	07/31/2018	181027		140.00
	400-651-581	ATI ELECTROLYTES 4OZ FC (4)		8520	07/31/2018	181027		80.00
	400-651-581	FREIGHT		8520	07/31/2018	181027		11.12
400	DIBS CHEMICAL AND SUPPLY COMPANY INC	182786	08/21/2018	08/15/2018			581.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	5.5GAL DRUM MURIATIC ACID (2)		16282	07/31/2018	181062		529.32
	400-651-582	DRUM PUMP ADJUSTABLE		16282	07/31/2018	181062		21.22
	400-651-582	RED DRUM PUMP		16282	07/31/2018	181062		31.33
400	J H WRIGHT & ASSOCIATES INC	182788	08/21/2018	08/15/2018			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PRIMEX LEVEL TRANSDUCER:LS-42		409021	08/08/2018	181064		600.00
400	MS STATE DEPT OF HEALTH	182798	08/21/2018	08/17/2018			22,038.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	FY18 WATER QUALITY ANALYSIS		MS0300004	08/13/2018			22,038.00
FUND TOTAL 400 Claims		to	Checks	18 Total	498,269.64	Manual	Held	Total 498,269.64

Docket of Claims
 Release date from 08/21/2018 thru 08/21/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	182678	08/21/2018	08/06/2018			80,695.68	
		Description		Invoice #	Date	P.O.	Amount	
		JUL 2018 RES GARBAGE (6344)		0000951466	07/31/2018			80,695.68
404	APPLEWHITE INDUSTRIES INC Account Number 404-677-695	182689	08/21/2018	08/07/2018			192.00	
		Description		Invoice #	Date	P.O.	Amount	
		JUL 2018 64 @ 3.00		3439	07/31/2018			192.00
FUND TOTAL 404 Claims	to	Checks	2 Total	80,887.68	Manual	Held	Total	80,887.68

Release date from 08/21/2018 thru 08/21/2018

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	61 Total	124,862.61 Manual	Held	Total	124,862.61
FUND 157 Claims	to	Checks	2 Total	86,539.00 Manual	Held	Total	86,539.00
FUND 176 Claims	to	Checks	4 Total	675.67 Manual	Held	Total	675.67
FUND 400 Claims	to	Checks	18 Total	498,269.64 Manual	Held	Total	498,269.64
FUND 404 Claims	to	Checks	2 Total	80,887.68 Manual	Held	Total	80,887.68
Total for all Funds		Checks	87 Total	791,234.60 Manual	Held	Total	791,234.60

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

August 21, 2018
Reappointment of Doug Mansfield to the Civil Service Commission

Introduced by:
Contact Person/Telephone

Jason Pugh 497-8000 Ext. 307

Summary Explanation: Approval of a request to reappoint Doug Mansfield to the Civil Service Commission for a period of six (6) years, effective October 6, 2018 through October 6, 2024.

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 law requires that Civil Service Commissioners serve 6 year terms after appointment; and

WHEREAS, Mr. Doug Mansfield has served on the Gautier Civil Service Commission, and his term is set to expire on October 6, 2018; and

WHEREAS, the City Council hereby finds that reappointment of Mr. Mansfield for an additional 6 year term is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Doug Mansfield to the Civil Service Commission for a period of six (6) years, effective October 6, 2018 through October 6, 2024 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting August 21, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Jason Pugh, Human Resources Director
Date: 08/09/2018
Subject: Reappointment of Doug Mansfield as Civil Service Commissioner

REQUEST:

Reappointment of Doug Mansfield as Civil Service Commissioner.

BACKGROUND:

Doug Mansfield has served as a Commissioner on the City of Gautier Civil Service Board since 2006. He is seeking reappointment to the commission as his current term expires 10/06/18.

DISCUSSION:

Doug Mansfield has served as a commissioner on the Gautier Civil Service Commission for the periods of 2006-2008 and 2009-present. Mr. Mansfield is the current Chairman of the commission whose term is expiring October 6th, 2018 and currently serves without compensation. Mr. Mansfield has requested reappointment to another term as a commissioner on the Gautier Civil Service Commission and once again is not seeking compensation. Per MCA 21-31-5, Commissioners are appointed by the governing authority of the municipality for a term of six (6) years.

RECOMMENDATION:

Mr. Mansfield is a dedicated member of our commission and has served our city honorably during his tenure. He brings over a decade of experience and extensive knowledge of the City of Gautier Civil Service System. It is my recommendation that Mr. Mansfield be reappointed for another six (6) year term beginning October 6th, 2018.

ATTACHMENTS:

1. Email from Doug Mansfield
2. MCA 21-31-5

Jason Pugh

From: Doug Mansfield <mansfielddd@bellsouth.net>
Sent: Tuesday, July 17, 2018 4:49 PM
To: jpugh@gautier-ms.gov
Subject: Re: Commissioner Term

I would welcome the chance to serve another term as a civil service commissioner with the City of Gautier. Thank you for your consideration in this matter.
Doug Mansfield

On Jul 17, 2018 10:14 AM, Jason Pugh <jpugh@gautier-ms.gov> wrote:

Commissioner Mansfield,

As we discussed at our last meeting your 6 year term as civil service commissioner is coming up for renewal on October 6th of this year. Please advise at your earliest convenience if you would like to ask for reappointment for another 6 year term by the city council. I can get your request on the city council agenda in August or September in time for the October renewal.

Thank you for your service to the City of Gautier.

Jason D. Pugh

Human Resources Director

City of Gautier

3330 Hwy. 90

Gautier, MS 39553

Office: 228-497-8000, ext. 307

Cell: 228-219-6194

Fax: 228-497-8028

www.gautier-ms.gov/human-resources

Document: Miss. Code Ann. § 21-31-5

Mississippi Code Public Access

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Miss. Code Ann. § 21-31-5

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[Mississippi Code of 1972 Annotated](#) [TITLE 21.](#)
[MUNICIPALITIES](#) [CHAPTER 31. CIVIL SERVICE](#) [GENERAL PROVISIONS](#)

§ 21-31-5. Appointment and removal, qualifications, and term of office of commissioners

(1) (a) The members of the civil service commission shall be appointed by the city commission, shall be three (3) in number, and shall serve without compensation; however, the governing authorities of any municipality, in their discretion, may pay each of the members of the commission a sum not to exceed One Hundred Dollars (\$ 100.00) per month to compensate them for their services. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of such city for at least five (5) years immediately preceding such appointment, and an elector of the county wherein he resides. The terms of office of such commissioners shall be for six (6) years, except that the first three (3) members shall be appointed for different terms, as follows: One (1) shall serve a period of two (2) years, one (1) shall serve a period of four (4) years, and one (1) shall serve a period of six (6) years.

(b) From and after May 18, 1988, the governing authorities of any municipality organized under the provisions of Chapter 8, Title 21, Mississippi Code of 1972, in which a civil service commission is created pursuant to Sections 21-31-1 through 21-31-27, may increase the members of the commission to the same number of wards into which the municipality is divided and, if the commission is so expanded, the governing authorities shall appoint one (1) member of the commission from each ward. The commissioners shall serve without compensation; however, the governing authorities of any municipality, in their discretion, may pay each of the members of the commission a sum not to exceed One Hundred Dollars (\$ 100.00) per month to compensate them for their services. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of the municipality for



Document: Miss. Code Ann. § 21-31-5

(b), the governing authorities may stagger the terms of such appointees provided that no initial appointment is made for a period of less than one (1) year nor more than six (6) years; thereafter, all appointments shall be for terms of six (6) years.

Appointment of members of the commission by the governing authorities under this paragraph (b) shall be made by the mayor with the confirmation of an affirmative vote of a majority of the city council present and voting at any meeting.

(2) Any member of such commission may be removed from office for incompetency, incompatibility, dereliction of duty, or other good cause, by the appointing power. However, no member shall be removed until charges have been preferred in writing and a full hearing had before the appointing power. Any member being so removed shall have the right of appeal, any time within thirty (30) days thereafter, to the circuit court and may demand a jury trial; such trial shall be confined to the determination of whether the order of removal, made by the appointing power, was, or was not, made in good faith and for cause.

(3) A majority of the members of the commission shall constitute a quorum.

SOURCES: Codes, 1942, § 3825-02; Laws, 1944, ch. 208, § 1; Laws, 1964, ch. 507, § 1; Laws, 1968, ch. 557, § 1; Laws, 1988, ch. 535, § 1, eff from and after passage (approved May 18, 1988).

MISSISSIPPI CODE of 1972 ANNOTATED

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CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

August 21, 2018
Request to waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00 at the George Martin City Park for the First Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 317

Summary Explanation: Authorization is requested by First Methodist Church of Gautier to waive the \$70.00 pavilion rental fee and \$15.00 deposit fee at the George Martin City Park Pavilion A for the Bark in the Park & Blessing of Pets Event on October 20, 2018 from 11:00 A.M. – 1:00 P.M. The church is exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code.

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:

RESOLUTION NUMBER 000-2018

WHEREAS, First United Methodist Church of Gautier will host a Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 20, 2018 from 11:00 A.M. – 1:00 P.M.; and

WHEREAS, First United Methodist Church of Gautier has requested that the City waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00; and

WHEREAS, the Mayor and Members of the Council have determined that First United Methodist Church of Gautier is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, First United Methodist Church of Gautier has received more than the total amount waived by the City (\$85.00) in the form of federal, state or private funding which will be used for this event;

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 20, 2018 from 11:00 A.M. – 1:00 P.M. is hereby approved and authorized; and

BE IT 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 21, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/13/2018
Subject: Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

REQUEST:

First United Methodist Church of Gautier requests City Council to waive the \$70 pavilion rental fee and \$15 deposit fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 20, 2018 from 11:00 a.m. – 1:00 p.m.

BACKGROUND:

First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 20th 11 a.m. – 1 p.m. . The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 and 12-4 time period.

DISCUSSION:

The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or
2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested

ATTACHMENTS:

1. Consent Agenda Item 2- First United Methodist Church Bark in the Park & Blessing of the Pets Event (Waive Fees)
2. 2018 Gautier UMC Bark in the Park

GAUTIER PARKS AND RECREATION

Request for Pavilion Usage

DATE OF APPLICATION:

7/10/18

ORGANIZATION OR INDIVIDUAL NAME:

First United Methodist Church of Gautier

NAME OF APPLICANT:

Bonnie Godwin

CONTACT PHONE:

228-623-4490

CONTACT ADDRESS:

2420 Birch Lane

Gautier, Ms 39553

TYPE OF EVENT:

"Bark in the Park"

4th annual - pavilion has been reserved in past 3 years

DATE(S) APPLIED FOR:

10/20/18

FACILITIES APPLIED FOR:

Pavilion "A" east side

SET-UP TIME:

9:00 am

CLOSE TIME:

2:00 pm

IT IS HEREBY AGREED between the City of Gautier Parks and Recreation Department and the above party the facility named is reserved on

10/20/18

The person requesting this permit agrees:

1. To personally accept responsibility for any damage done to the facility or equipment by persons in his/her group during the reserved period of time.
2. To maintain order and control over persons in the group.
3. To abide by all policies and procedures of the Gautier Parks and Recreation Department as well as those policies regulating this facility.
4. There is NO alcohol allowed on City property, NO water slides, NO farm animals, or any other type of instrument that would require water.

Failure to comply with all the terms of these regulations or violations of any federal, state or municipal law, ordinance or regulation in conjunction with the use of this facility will result in immediate cancellation of the privilege of using this facility and will be grounds for future denial of similar reservations or permits.

Non-profit organizations do not have to pay a fee for rental. To be considered for non-profit status, you must provide a copy of your C-3 Tax Status to the City of Gautier Parks and Recreation Department upon signing the contract.

The rental fee for residents of the City of Gautier is \$35.00 along with a \$15.00 cleanup deposit. The rental fee for non-residents of the City of Gautier is \$35.00 along with a \$15.00 cleanup deposit. Rental fees will not be refunded due to weather conditions. Fees are only refunded if the park is closed by the City of Gautier for any reason. The cleanup fee will be refunded if the area is left in good condition.

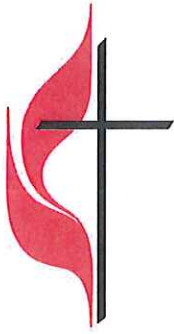
I hereby agree that I have read and understood all the regulations and policies governing the use of the above named facility.

Signature:

Bonnie Godwin

Date

7/10/18



First United Methodist Church

P.O. Box 127 - 2717 Highway 90
Gautier, Mississippi 39553

Church: 228-497-1698 or 228-497-6085
Fax: 228-497-1698

Email: fumcgautier@bellsouth.net
Website: fumcgautier.com

August 1, 2018

City Council

Mayor Phil Torjusen

319 Phil Cove

Gautier, MS 39553

Dear Mayor Torjusen,

Here at First United Methodist Church of Gautier, we are looking forward to the Bark in the Park/Blessing of the Pets events on October 20, 2018. As a 501©(3) organization, we have received more than \$85 in charitable donations from an outside funding source to make this event possible. We look forward to the continued partnership with the City.

Blessings in Christ,

Rev. Austin C. Hoyle

Rev. Austin C. Hoyle, Pastor

Bark
in the
Park



Gautier First United Methodist Church, Family Ministries, will host the 3rd annual, “Bark in the Park, Blessing of the Dogs” on Saturday, October 7th at the George Martin Gautier City Park located at 902 de la Pointe Dr from 11:00am-1:00pm. Bring your doggie on a leash and bring the children to enjoy the playground and splash pad. Make sure to bring a towel! You don’t have to have a dog—we will furnish you with “Hot Dogs”, chips and cold drinks. Donations of pet food will be accepted and given to the Jackson County Animal Shelter.

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

Council Meeting:
Title:

**August 21, 2018
Receive June 2018 Finance Report**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive June 2018 Finance 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. 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 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.

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 August 21, 2018.

JUNE 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,609,456.23
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	
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$530,544.78
Fire Protection Fund	Depository Account	160-000-001	\$150,686.49
Tidelands Grant	Depository Account	171-000-001	(\$6,025.95)
Library Support Fund	Depository Account	172-000-001	\$4,567.45
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$36,072.16
USDA NRCS EWP Program	Depository Account	300-000-001	\$120,437.00
Solid Waste Fund	Depository Account	404-000-001	\$111,658.90
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$3,646,309.88
General Depository Reconciled Cash Balance			\$3,645,811.42

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	(\$3,500.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$2,387,512.29
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$56,287.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,440,299.81
Enterprise Reconciled Cash Balance			\$2,440,028.71

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$365,970.82
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$0.00
W&S Rev Bond S2018: DS Reserve	Retricted Fund	251-000-003	\$296,484.05
W&S Rev Bond S2018: Contingency	Retricted Fund	251-000-005	\$5,001.42
W&S Rev Bond S2018: Depreciation	Retricted Fund	251-000-009	\$5,001.42
W&S Rev Bond S2018: Construction	Bond Fund	352-000-001	\$3,620,493.49
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	\$492,982.21
S2012 W&S Refunding Bonds: DS Reserve	Retricted Fund	495-000-001	\$490,189.23
MS Dev Bank SO Bond S2013: DS Reserve	Retricted Fund	497-000-001	\$273,849.02
Customer Meter Deposit Fund	Restricted Fund	406-000-001	\$685,938.84
Total Bond & Restricted Reconciled Cash Balances			\$6,235,910.50

**JUNE 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2018	JUN 2018	Balance	75.00% % to date
General Fund Revenues	9,505,817.00	7,685,397.42	1,820,419.58	80.8%
Expenditures:				
001 Legislative	129,212.00	95,356.56	33,855.44	73.7%
010 City Court	323,366.00	217,479.84	105,886.16	67.2%
021 City Manager	261,856.00	182,882.09	78,973.91	69.8%
022 Human Resources	141,050.00	109,893.57	31,156.43	77.9%
040 City Clerk	272,355.00	184,755.18	87,599.82	67.8%
045 Finance	185,611.00	137,867.43	47,743.57	74.2%
060 City Attorney	105,000.00	74,036.81	30,963.19	70.5%
090 Economic Dev - Planning	313,473.00	229,468.73	84,004.27	73.2%
092 Building & General Expenses	524,700.00	405,062.20	119,637.80	77.1%
094 Grants & Project Admin	137,127.00	102,035.24	35,091.76	74.4%
100 Police	3,161,397.00	2,249,968.58	911,428.42	71.1%
161 Fire	2,382,157.00	1,797,160.67	584,996.33	75.4%
170 Recreation	488,360.00	324,185.38	164,174.62	66.3%
201 PW: Streets	265,000.00	119,511.13	145,488.87	45.0%
205 PW: Maintenance	234,530.00	169,272.24	65,257.76	72.1%
900 Interfund Transfers	1,055,982.00	623,557.09	432,424.91	59.0%
General Fund Expenditures	9,981,176.00	7,022,492.74	2,958,683.26	70.3%
<i>Total Operating Expenditures</i>	<i>8,736,952.00</i>	<i>6,369,795.63</i>	<i>2,367,156.37</i>	
<i>Total Capital Outlay Expenditures</i>	<i>124,266.00</i>	<i>29,140.02</i>	<i>95,125.98</i>	
<i>Total Debt Service</i>	<i>63,976.00</i>	<i>0.00</i>	<i>63,976.00</i>	
<i>Total Transfers Out</i>	<i>1,055,982.00</i>	<i>623,557.09</i>	<i>432,424.91</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>9,981,176.00</i>	<i>7,022,492.74</i>	<i>2,958,683.26</i>	
<i>Personnel</i>	<i>6,777,455.00</i>	<i>5,101,573.86</i>	<i>1,675,881.14</i>	
<i>Supplies</i>	<i>487,231.00</i>	<i>291,944.76</i>	<i>195,286.24</i>	
<i>Other Services</i>	<i>1,472,266.00</i>	<i>976,277.01</i>	<i>495,988.99</i>	
<i>Capital Outlay</i>	<i>124,266.00</i>	<i>29,140.02</i>	<i>95,125.98</i>	
<i>Debt Service</i>	<i>63,976.00</i>	<i>0.00</i>	<i>63,976.00</i>	
<i>Interfund Transfers for DS</i>	<i>1,055,982.00</i>	<i>623,557.09</i>	<i>432,424.91</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>9,981,176.00</i>	<i>7,022,492.74</i>	<i>2,958,683.26</i>	

**JUNE 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of JUNE 2018	Balance	75.0% % 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	283,252.96	(14,124.96)	105.2%
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	443,584.38	3,670,977.83	10.7%
Expenditures	4,401,062.21	359,884.71	4,041,177.50	8.1%
157 US Justice Equitable Sharing				
Revenues	0.00	268,573.56	(268,573.56)	
Expenditures	50,000.00	157,568.62	(107,568.62)	315.1%
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	126,886.79	68,749.06	64.8%
171 Combined Tidelands Grant				
Revenues	713,797.29	245,733.75	468,063.54	34.4%
Expenditures	632,264.74	202,316.41	429,948.33	31.9%
172 Library Support Fund				
Revenues	109,578.00	101,465.23	8,112.77	92.5%
Expenditures	109,578.00	96,897.78	12,680.22	88.4%

**JUNE 2018
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2017	As of JUNE 2018	Balance	75.0% % to date
176 Shepard State Park				
Revenues	99,500.00	79,663.00	19,837.00	80.0%
Expenditures	134,623.00	95,636.76	38,986.24	71.0%
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	4,001,393.49	(4,001,393.49)	
Expenditures	0.00	380,900.00	(380,900.00)	
404 Solid Waste Fund				
Revenues	1,220,605.00	932,422.23	288,182.77	76.3%
Expenditures	1,241,605.00	845,701.18	395,903.82	68.1%
409 EPA: Brownfields Assessment				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
421 MSB - Water Ionization Plant				
Expenditures	55,131.74	4,544.22	50,587.52	8.2%
602 DS Fund: 2012 Bond Refinance				
Revenues	1,397,350.00	1,049,568.25	347,781.75	75.1%
Bonds Payable	1,396,350.00	1,382,450.00	13,900.00	99.0%

**JUNE 2018
YEAR TO DATE TOTALS**

ENTERPRISE (400)

	BUDGET FY 2018	JUN 2018	Balance	75.00% % to date
Utility Fund Revenues	8,959,318.00	6,944,055.25	2,015,262.75	77.5%
Administration	2,856,276.00	2,151,514.47	704,761.53	75.3%
Water & Sewer O & M	2,920,884.00	1,977,309.28	943,574.72	67.6%
Debt Service	2,476,684.00	1,994,917.42	481,766.58	80.5%
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	6,409,741.17	2,580,102.83	71.2%
<i>Total Operating Expenditures</i>	<i>5,658,160.00</i>	<i>4,088,485.28</i>	<i>1,569,674.72</i>	
<i>Total Capital Outlay Expenditures</i>	<i>119,000.00</i>	<i>40,338.47</i>	<i>78,661.53</i>	
<i>Total Debt Service</i>	<i>2,476,684.00</i>	<i>1,994,917.42</i>	<i>481,766.58</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>6,409,741.17</i>	<i>2,580,102.83</i>	
 <i>Personnel</i>	 <i>221,133.00</i>	 <i>165,365.39</i>	 <i>55,767.61</i>	
<i>Supplies</i>	<i>330,000.00</i>	<i>166,298.88</i>	<i>163,701.12</i>	
<i>Other Services</i>	<i>5,107,027.00</i>	<i>3,756,821.01</i>	<i>1,350,205.99</i>	
<i>Capital Outlay</i>	<i>119,000.00</i>	<i>40,338.47</i>	<i>78,661.53</i>	
<i>Debt Service</i>	<i>2,476,684.00</i>	<i>1,994,917.42</i>	<i>481,766.58</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>6,409,741.17</i>	<i>2,580,102.83</i>	

**CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet**

Council Meeting:
Title:

**August 21, 2018
Order authorizing Mayor Phil Torjusen to travel to
Washington D.C. for the Mississippi Local Leaders
White House Conference**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Order authorizing Mayor Phil Torjusen to travel to Washington D.C. for the Mississippi Local Leaders White House Conference.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2018

AN ORDER AUTHORIZING TRAVEL FOR THE MAYOR PHIL TORJUSEN TO TRAVEL TO WASHINGTON D.C. FOR THE MISSISSIPPI LOCAL LEADERS WHITE HOUSE CONFERENCE

WHEREAS, the City Council finds it is in the best interests of the City for the Mayor to travel to Washington D.C. for the Mississippi Local Leaders White House Conference;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Mayor shall be authorized to travel to Washington D.C. for the Mississippi Local Leaders White House Conference.

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations and flights, will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred during this trip, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip will be reimbursed by the City upon submission of receipts for such expenses.

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 21, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 08/14/2018
Subject: Request approval for Mayor Phil Torjusen to travel to Washington D.C. for the Mississippi Local Leaders White House Conference.

REQUEST:

Approval for Mayor Phil Torjusen to travel to Washington D.C. September 17 - 19, 2018, for the Mississippi Local Leaders White House Conference and that all travel and hotel accommodations will be paid for by the City. The flight and hotel will run approximately \$1,000

BACKGROUND:

The White House Office of Intergovernmental Affairs invites the Mayor to the Mississippi Local Leaders White House Conference for remarks and discussion with key administration officials and policymakers on pertinent issues impacting the State of Mississippi.

DISCUSSION:

Mayor Phil Torjusen should travel to Washington D.C. for the Mississippi Local Leaders White House Conference to learn of the issues that will pertain to our state and city.

RECOMMENDATION:

City staff recommends that the City Council authorize all necessary travel costs known prior to the trip, including but not limited to accommodations and flights to be paid by the City.

ATTACHMENTS:

1. Consent Agenda Item 4 - Mayor Torjusen travel Authorization (Washington D.C.)

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

August 21, 2018
Resolution removing various office equipment from the City of Gautier's inventory and declaring the equipment surplus

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Approval of a resolution removing the following office equipment from the City of Gautier's inventory and other miscellaneous items for public works department storage area and declaring the equipment surplus: one (1) LG Monitor 00GNDHB9Y28 (#002), one (1) Dell Monitor ST-B92KL91 (#052), one (1) Dell Computer DWKG1R1 (#102), one (1) Black Chair (#021), one (1) HP Printer CN36ADXGHM (#026), and one (1) Lanier Printer Q7169600071 (#061), and one (1) Brown Desk. Removal from inventory is in the best interest of the City, given the age and condition of the equipment.

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 VARIOUS CITY OF GAUTIER OFFICE EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the City Clerks Department is requesting the following office equipment and other miscellaneous items for public works department storage area be removed from inventory and declared surplus:

<u>ITEM</u>	<u>SERIAL NUMBER</u>	<u>INVENTORY NUMBER</u>
(1) LG Monitor	OOGNDHB9Y28	002
(1) Dell Monitor	ST-B92KL91	052
(1) Dell Computer	DWKG1R1	102
(1) Black Chair		021
(1) HP Printer	CN36ADXGHM	026
(1) Lanier Printer	Q7169600071	061
(1) Brown Desk		238

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the office equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the office equipment is hereby removed from inventory and declared 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 21st, day of August, 2018.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 08/14/2018
Subject: Resolution removing broken office equipment from inventory and declaring equipment surplus..

REQUEST:

City Council authorization is requested for the City Clerk department to remove the following office equipment from the City of Gautier's inventory and other miscellaneous items from public works storage area and declare the equipment surplus. There were no asset tags on the Public Works items. One (1) LG monitor 00GNDHB9Y28 (#002), one (1) Dell Monitor ST-B92KL91 (#052), one (1) Dell computer DWKG1R1 (#102), one (1) Black chair (#021), one (1) HP printer CN36ADXGHM (#026), one (1) Lanier printer Q7169600071 (#061), and one (1) Brown Desk (#238).

BACKGROUND:

The City Clerk's Department has determined that the items are no longer in working order and have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

The Public Works items have been in storage for several years and the other assets items were beyond repair and have no monetary value to the City of Gautier.

RECOMMENDATION:

The City staff recommends that City Council authorize the removal of these items listed from inventory to surplus.

ATTACHMENTS:

1. Consent Agenda Item 5- Surplus City Hall Office Equipment

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

August 21, 2018
Resolution requesting approval to implement the Bemis Sewer Project in accordance with Section 3 requirements

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Resolution requesting approval to implement the Bemis Sewer Project in accordance with Section 3 requirements

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 _____

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SECTION 3 PLAN**

WHEREAS, the City of Gautier has applied for Community Development Block Grant (CDBG) Program funds from the Mississippi Development Authority; and

WHEREAS, should the City be granted funding through the CDBG Program, the City shall be required by Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by CDBG projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns; and

WHEREAS, it is the intention of the City of Gautier to implement its CDBG project in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Gautier adopts the CDBG Program Section 3 Plan, which is attached hereto as ATTACHMENT A and made a part hereof.

Thereupon, upon motion duly made by _____, seconded by _____ to adopt the foregoing resolution and received the following votes:

AYES:

NAYS:

Thereupon, the Mayor declared said Order approved, passed and adopted on this the 21st day of August, 2018

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

_____ by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of August 21, 2018.

ATTACHMENT A
CDBG PROGRAM SECTION 3 PLAN

The City of Gautier agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for Section 3 eligible lower income residents of the City, and increase the utilization of Section 3 eligible business concerns within the City.

- A.** To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.
- B.** To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.
- C.** To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.
- D.** To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.
- E.** To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan or require a written Section 3 Plan from the Contractor prior to the signing of the contract. Require the contractor to submit reports to document actual accomplishments.
- F.** To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, review Section 3 information at the preconstruction conference, and monitor contractor compliance.
- G.** To maintain records, including copies of correspondence, memoranda, reports, contracts, etc. which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.
- H.** To designate a local government official to coordinate implementation of this Section 3 Plan. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

The Section 3 Plan documents include the following: EXHIBIT A - CDBG Program Section 3 Action Plan

As the chief elected official, I have read and fully agree to this Section 3 Plan and agree to actively pursue full implementation of this program.

Mayor, City of Gautier

Date

EXHIBIT A

CDBG PROGRAM SECTION 3 ACTION PLAN

Introduction

This Section 3 Plan is to fulfill requirements of the CDBG Grant Program as provided in Section 3 of the Housing and Urban Development Act of 1968. The Section 3 Plan has been adopted by the City of Gautier by Resolution of the Governing Body.

What Section 3 Requires

Section 3 requires that, to the “greatest extent feasible,” opportunities for job training and employment be given to low income residents of the Section 3 project area and that contracts for work in connection with the Section 3 covered projects be awarded to business concerns that qualify as a Section 3 Business Concern. Section 3 requires that the City take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects.

HUD Regulations require the City to adopt appropriate procedures and requirements to assure good faith efforts toward compliance with the statutory directive. The City’s Section 3 Plan was prepared and adopted for that purpose.

Definitions

- a. A “Section 3 resident” is:
 - A public housing resident; or
 - a person who resides in the project area and whose income does not exceed 80 percent of the median income for the area, as determined by the Department of Housing and Urban Development (HUD).
- b. “Section 3 business concern” means a business concern that meets one of the following criteria:
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.

Section 3 Thresholds

HUD thresholds for Section 3 covered projects apply to HUD-assisted projects that exceed \$200,000 and contractor and subcontractor thresholds for Section 3 covered contracts apply to contracts that exceed \$100,000. Section 3 compliance is required for Grant Recipients, contractors or subcontractors whose assistance exceeds these thresholds.

Numerical Goals for Meeting the “Greatest Extent Feasible” Requirement

Recipients and contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 Regulations (Sec. 135.30) by meeting the numerical goals set forth in this section for providing training, employment and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

1. Training and Employment: **30 percent** of the aggregate number of new hires shall be Section 3 residents.
2. Construction Contracts: **10 percent** of the total dollar amount of all construction contracts shall be awarded to Section 3 business concerns.
3. Non-Construction Contracts: **3 percent** of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Meeting the “Greatest Extent Feasible” Requirement

In its efforts to meet this requirement, the City will undertake the following:

1. Publish a Notice to Section 3 Residents and Businesses in a local newspaper of general circulation in the community. The Notice will inform interested Section 3 Residents and Businesses of the types of projects to be undertaken and provide an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry.
2. Post at selection locations, a Notice to Section 3 Residents and Businesses informing interested Section 3 Residents and Businesses of the types of projects to be undertaken and provide an opportunity for those interested persons or businesses to be placed on a Section 3 Resident or Business Registry. The list of locations includes the following:
 - Regional Housing Authority
 - Local Housing Authority
 - City Hall/Courthouse
 - Other Selected Locations
3. Establish a Section 3 Resident Registry to provide names, addresses, and contact information of eligible Section 3 Residents to contractors or subcontractors.
4. Establish a Section 3 Business Registry to provide names, addresses, and contact information of eligible Section 3 Businesses to contractors or subcontractors.
5. Maintain a file containing documentation of Section 3 Plan implementation efforts.
6. Take steps to secure the cooperation of contractors in meeting the goals for contract awards to Section 3 Business concerns, and take steps to ensure that Section 3 Business concerns are notified of pending contractual opportunities by accomplishing the following:

- a. Include in all procurement solicitations and bid advertisements, the following paragraph designed to make business concerns aware of the City's desire to utilize eligible Section 3 businesses in the awarding of contracts for covered Section 3 projects.

The successful bidder must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). CDBG regulations governing the grant require that, to the greatest extent feasible opportunities for contracting, subcontracting, training and employment arising in connection with this CDBG project will be extended to Section 3 businesses and Section 3 residents.

- b. Solicit Section 3 Business Concerns to bid on Section 3 Projects and provide them with a copy of the Bid Advertisement.
- c. At pre-construction conferences, provide the Contractor with a Section 3 Plan Example and a Section 3 Notice to be posted at the construction site by the Contractor. Require the Contractor to submit a Section 3 Plan to the City within 10 days of the Pre-Construction conference.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 08/14/2018
Subject: CDBG Public Facilities 2018 Grant Application - Bemis Sewer Project Section 3 Resolution

REQUEST:

The Grants & Projects Department requests City Council approval to implement the Bemis Sewer Project in accordance with Section 3 requirements if awarded a Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier proposes to use CDBG Public Facilities funding to support the Bemis Avenue Sewer Project. The Community Development Block Grant Program provides for a maximum grant amount per project of \$600,000 for cities and counties with a population greater than 3,500 people.

DISCUSSION:

Should the City be granted funding through the CDBG Program, the City will be required by Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan. The Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by CDBG projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council agree to implement the Bemis Sewer Project in accordance with Section 3 requirements if awarded a Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolution; or
- 2) Not approve the proposed resolution.

ATTACHMENTS:

1. Section 3 Plan Resolution

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

August 21, 2018
Approval of water and sewer adjustments dated
August 2018 in the amount of \$23,353.17

Introduced by:
Contact Person/Telephone

Cynthia Russell 497- 8000 ext. 302

Summary Explanation: Approval of water and sewer adjustments dated August 2018 in the amount of \$23,353.17.

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 August 2018 in the amount of \$23,353.17 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 21, 2018.

AUGUST 2018 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
001-00101-000		\$3,200.85				\$3,200.85	LEAK UNDERGROUND
038-28051-000		\$564.67		\$350.00		\$914.67	THEFT
039-12101-005		\$130.43	\$105.00			\$235.43	LEAK IN WALL
039-12901-000		\$293.37	\$140.00			\$433.37	LEAK UNDERGROUND
053-04001-000		\$219.98	\$175.00			\$394.98	BUSTED PIPE
053-04601-000		\$667.31	\$175.00			\$842.31	BUSTED PIPE
062-20601-000		\$3,743.76		\$1,550.00		\$5,293.76	BUSTED PIPE
065-01001-000		\$4,177.19		\$1,800.00		\$5,977.19	BUSTED PIPE
065-36001-001		\$1,907.23		\$800.00		\$2,707.23	BUSTED PIPE
080-11901-001		\$244.56	\$105.00			\$349.56	LEAK IN WALL
090-10201-002		\$89.62				\$89.62	BUSTED PIPE
095-06701-004		\$146.45				\$146.45	LEAK IN WALL
095-10301-000		\$1,195.14	\$140.00			\$1,335.14	BUSTED PIPE
098-00601-000		\$288.10	\$105.00			\$393.10	CWS REPAIRED
102-13501-000		\$59.49				\$59.49	HOT WATER HEATER
110-34551-003		\$294.61	\$140.00			\$434.67	FAUCET BROKEN
113-35601-000		\$99.71	\$105.00			\$204.71	FAUCET BROKEN
116-38501-002		\$53.76				\$53.76	LEAK
119-05051-009		\$154.75				\$154.75	BUSTED PIPE
139-21301-004		\$62.13	\$70.00			\$132.13	HOT WATER HEATER
TOTAL	\$0.00	\$17,593.11	\$1,260.00	\$4,500.00	\$0.00	\$23,353.17	

COMPLETED

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

August 7, 2018
Authorization for the City Clerk to run the attached advertisement on August 26th and September 2nd.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Authorization for the City Clerk to run the attached advertisement on August 26th and September 2nd.

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 will hold a public hearing on proposed ad valorem tax revenue increase for FY 2019 on its proposed budget and proposed tax levies for FY 2019; and

WHEREAS, the Public Hearing will be on September 4, 2018 at 6:30 PM in the Gautier Council Chambers located at 3330 Hwy 90, Gautier, Ms.; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Clerk is hereby authorized to publish the attached advertisement on August 26, 2018 and September 2, 2018 for the public hearing.

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 21, 2018.

**NOTICE OF A TAX INCREASE AND
A PUBLIC HEARING
ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES
FOR CITY OF GAUTIER, MISSISSIPPI**

The City of Gautier will hold a public hearing on a proposed ad valorem tax revenue increase for fiscal year 2019 and on its proposed budget and proposed tax levies for fiscal year 2019 on September 04, 2018 at 6:30 pm in the Council Chambers located at 3330 Hwy 90, Gautier, MS.

The City of Gautier is now operating with projected total budget revenue of \$9,505,817. 47.342% or \$4,500,273 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$10,189,346. Of that amount, 46.493% or \$4,737,378 is proposed to be financed through a total ad valorem tax levy.

For next fiscal year, the City of Gautier plans to increase your general ad valorem tax millage rate by 2 mills from 30.09 mills to 32.09 mills. The proposed increase is necessary to enable the City to provide services at a satisfactory level. The current millage will not allow the City to do so. This increase means that you will pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental property.

The Public Safety millage will remain at 1.80 mills. The Debt Service millage will remain at 8.11 mills. The Library tax assessment will remain at 1.0 mill.

All citizens of the City of Gautier are invited to attend this public hearing on the proposed ad valorem tax increase. Citizens will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

s/ Cynthia Russell, City Clerk

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
August 21, 2018**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
