AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 16, 2018 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Halloween under the Oaks on October 20th at Shepard State Park from 6-7 pm followed by Halloween Double Feature starting at 7 pm

2. Mississippi Gulf Coast Community College Fall Festival and Trunk or Treat, October 30, 2018 from 6:00 P.M. - 9:00 P.M.

3. Office closed Monday, November 12, 2018 in observance of Veterans Day.

IV. Presentation Agenda

V. Business Agenda

1. Consideration of a request for variance at 3218 Stonegate, allowing an increase in maximum lot coverage for a principal structure, and decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case #18-18-VAR)

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

2. Approval of an Amendment to the Clearwater Solutions Professional Services Agreement

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

3. **Authorization for Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project, approval of final pay application, and authorization of close out documentation**

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

4. **Approval of an order increasing Solid Waste Charges**

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

5. **Authorization to enter into a Professional Services agreement with Seymour Engineering for work associated with the 2018 NRCS Drainage Grant Project**

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

6. **Authorization to accept bids on the Pine Cone Drive Spillway Project and award and execute a contract with Advanced Construction and Development.**

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

7. **Approval of an Ordinance setting the salaries of the Mayor and Council Members**

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

8. **Approval of Docket of Claims**

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

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

1. **Receive September 2018 Privilege License Report**

2. **Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights**

3. **Approval to waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach.**

4. **Approval of minutes from Regular Council Meeting held October 2, 2018.**

5. **Authorization to Advertise for Bids for the City Park Fitness Trail Project**

6. **Order adopting 2018 City of Gautier Tax Assessment rolls**

7. **Approval of Municipal Compliance Questionnaire for FY 2017 – 2018**

8. **Approval of Sponsorship for the 2018 Gautier Mullet and Music Fest**

9. **Approval for road closure and traffic control for the 2018 Gautier Mullet and Music Fest**

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 November 6, 2018 @ 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
October 16, 2018

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Halloween under the Oaks on October 20th at Shepard State Park from 6-7 pm followed by Halloween Double Feature starting at 7 pm**

2. **Mississippi Gulf Coast Community College Fall Festival and Trunk or Treat, October 30, 2018 from 6:00 P.M. - 9:00 P.M.**

3. **Office closed Monday, November 12, 2018 in observance of Veterans Day.**

NOTES:

The City of Gautier presents

Halloween under the Oaks

Oct. 20 at Shepard State Park

1034 Graveline Road

Enjoy Hay Rides, Halloween Treats, & Cake Walks from 6–7 p.m.

followed by a

HALLOWEEN DOUBLE FEATURE

Showing at 7 p.m.

Showing at 9 p.m.

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7(1), Veteran's Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, Veteran's Day annually falls on November 11, which is on Sunday this year; and

WHEREAS, Section 3-3-7(1) declares that in the event Veteran's day shall fall on Sunday, then the next following day shall be a legal holiday:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby make known that offices of the State of Mississippi shall be closed on Monday November 12, 2018, in further observance of Veteran's Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE at the Capitol, in the City of Jackson, this the 20th day of September, in the year of our Lord two thousand and eighteen, and in the two hundred and forty-third year of the Independence of the United States of America.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
October 16, 2018

ITEM DESCRIPTION:

PRESENTATION AGENDA

none

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Consideration of a request for variance at 3218 Stonegate, allowing an increase in maximum lot coverage for a principal structure, and decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case #18-18-VAR)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration of a request for variance at 3218 Stonegate, allowing an increase in maximum lot coverage for a principal structure, and a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case #18-18-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 homeowner of 3218 Stonegate (PID# 87120036.000) has requested a variance to allow an increase in the maximum lot coverage for a principal structure, and a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District; and

WHEREAS, the request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.; and

WHEREAS, the property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10 feet decrease to the minimum rear yard setback; and

WHEREAS, after duly noticed public hearing, the Gautier Planning Commission has recommended approval of the requested variance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to grant a variance to allow an increase in the maximum depth of a front yard setback from 80 feet to 195 feet at PID# 82436060.000;

IT IS FURTHER ORDERED that said Variance is hereby (approved or denied);

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Ramona Morgan, Planning Technician
Date: 10/08/2018
Subject: Request for a variance at 3218 Stonegate allowing an increase of maximum lot coverage for a principal structure, and a variance allowing a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case No. 18-18-VAR)

REQUEST:
The Planning Department has received a request from Jerry L. Johnson for a Variance allowing the increase of maximum lot coverage for a principal structure, and a Variance allowing a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District at 3218 Stonegate, PID #87120036.000. The application fee of $175 was paid on July 30, 2018. All public notice requirements have been met.

BACKGROUND:
The request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.

DISCUSSION:
The property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10 feet decrease to the minimum rear yard setback.

DETERMINATION OF APPLICABLE LAW:
The Unified Development Ordinance (UDO) defines Variances as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines Hardship as:

Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The

City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines Setback as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

A.SETBACK, FRONT: The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

B.SETBACK, REAR: The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

C.SETBACK, SIDE: The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.
UDO SECTION 4.18: Variance
In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with Section 4.18.3 below.
4.18.1Who May Initiate
A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.
4.18.2Application for Variance
Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:
4.18.3Administrative Variances
The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):
A.30% of required off-street parking spaces and/or
B.30% of required setbacks from property lines
4.18.4Criteria for Approval
The Variance application shall demonstrate the following:
A.That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or

buildings in the same district;
B.That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
C.That the special conditions and circumstances do not result from actions of the applicant; and
D.That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

Planning Commission recommends that Council approve the Variance Request

The City Council may:
1.Approve the Variance request as presented;
2.Approve the Variance requests with changes; or
3.Deny the Variance Request.

ATTACHMENTS:

1. Combined 18-18 VAR
2. Excerpt GPC Case #18 18 VAR 3218 Stonegate

Gautier Planning Commission

Regular Meeting Agenda

October 4, 2018

GPC #18-18-VAR

3218 Stonegate Variance Request

VII. NEW BUSINESS

1. 3218 STONEGATE – REQUEST FOR A VARIANCE ALLOWING AN INCREASE OF MAXIMUM LOT COVERAGE FOR A PRINCIPAL STRUCTURE AND A VARIANCE ALLOWING A DECREASE IN MINIMUM REAR YARD SETBACK IN AN R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (GPC CASE #18-18-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.

2. Chairman makes statement, “This is a Public Hearing and all statements to be made need to be true and accurate for the record.”

3. Staff gives brief overview of case.

4. Applicant presents their case.

5. Anyone to speak in support of the Request? Please state your name and address for the record.

6. Anyone to speak in opposition of the Request? Please state your name and address for the record.

7. Any final comments from the applicant?

8. Questions from Commission?

9. Chairman closes public hearing – “This closes the Public Hearing portion of this case” bang of gavel

10. Motion/Deliberation/Vote

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 4, 2018

Subject: 3218 Stonegate – Request for a variance allowing an increase of maximum lot coverage for a principal structure, and a variance allowing a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case No. 18-18-VAR)

REQUEST:

The Planning Department has received a request from Jerry L. Johnson for a Variance allowing the increase of maximum lot coverage for a principal structure, and a Variance allowing a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District at 3218 Stonegate, PID #87120036.000. The application fee of $175 was paid on July 30, 2018. All public notice requirements have been met.

BACKGROUND:

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DISCUSSION:

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DETERMINATION OF APPLICABLE LAW:

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> A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

> Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines **Setback** as:

SETBACK: (SEE YARD*)* The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

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UDO SECTION 4.18: Variance

> In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of

physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

C. That the special conditions and circumstances do not result from actions of the applicant; and

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff recommends that Planning Commission establish a Finding of Fact regarding the "Criteria for Approval" from UDO section 4.18.4 A-D as listed above.

The Planning Commission may:

1. Recommend that City Council approve the maximum request as presented;
2. Recommend that City Council approve the variance requests with changes; or
3. Recommend that City Council deny the maximum lot coverage variance request and decrease in minimum rear yard setback variance request.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map
3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

18-18-VA

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Zoning Change		$300.00
Zoning Change (Comp.)		$300.00
Major Development		$100.00
Variance	X	$175.00
Appeal to Staff Decision		$100.00

****

TO BE HEARD BY PLANNING DIRECTOR ON STAFF		FEE:
Administrative Waiver		$100.00
Administrative Variance		$100.00

Name of Applicant : JERRY L. Johnson Cell 238-0176

Name of Business: _____ Phone: 228-497-1759

Property Address: 3218 Stonegate Circle, Gautier, MS Mailing Address (if Different): _____

E-Mail Address: jerryjohnson100697@gmail.com

Reason for request, location and intended use of Property: VARIANCE, 3218 Stongate Circle Gautier, MS 39553 Residential Storage

ATTACHMENTS REQUIRED AS APPLICABLE:

X 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

X 2. A detailed project narrative.

_____ 3. Copy of protective covenants or deed restrictions, if any.

_____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Jerry L. Johnson Date of Application: 7-30-2018

FOR OFFICE USE ONLY

Date Received 7/30/18 Verify as Complete RM

Fee Amount Received 175.00 Initials of Employee Receiving Application RM

Scott Ankerson

Gautier Planning Commission

Request for Residential Variance

A variance is being requested to complete a home renovation project to include a 12x24 storage building with a 24x24 carport attached.

Jerry L Johnson

Jerry L. Johnson

87120036.000 JOHNSON JERRY L & JOYCE D

PIDN: 87120036.000

GISP: 777.36-03-0073.00

Owner Information

Percent of Ownership: 100

Name: JOHNSON JERRY L & JOYCE D

Name 2:

Mailing Address: 3218 STONEGATE CIRCLE
GAUTIER MS
39553

Site Address: 3218 STONEGATE CR GAUTIER

Land Information

Section: 36

Acreage: .00

Township: 7S

Range: 7W

Street Name STONEGATE CR

Value and Tax Information

Total Assessed Value: 9611

Total Appraised Value: 96110

Improvement Value: 82560

Land Value: 13550

Tax Amount: 1028

SQ FT: 1972

Year Built: 1998

Legal Description

Description: LOT 36 STONEGATE S/D PB 20-17
DB 1162-775 (73 Map777.36-03)

Deed Book / Page: 1162 / 775

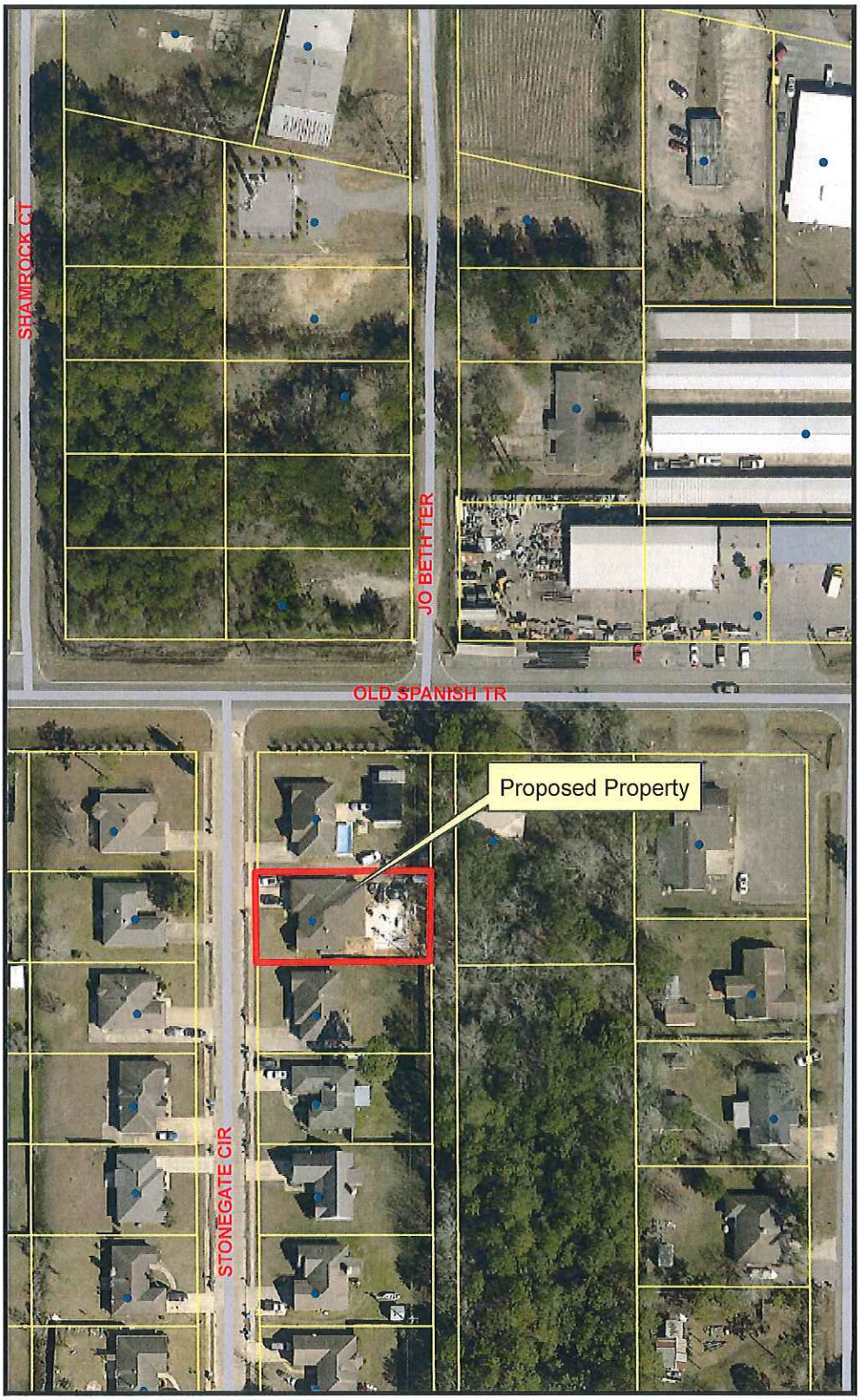
87120036.000 JOHNSON JERRY L & JOYCE D

https://webmap.co.jackson.ms.us/

7/30/2018

Exhibit A
Location Map

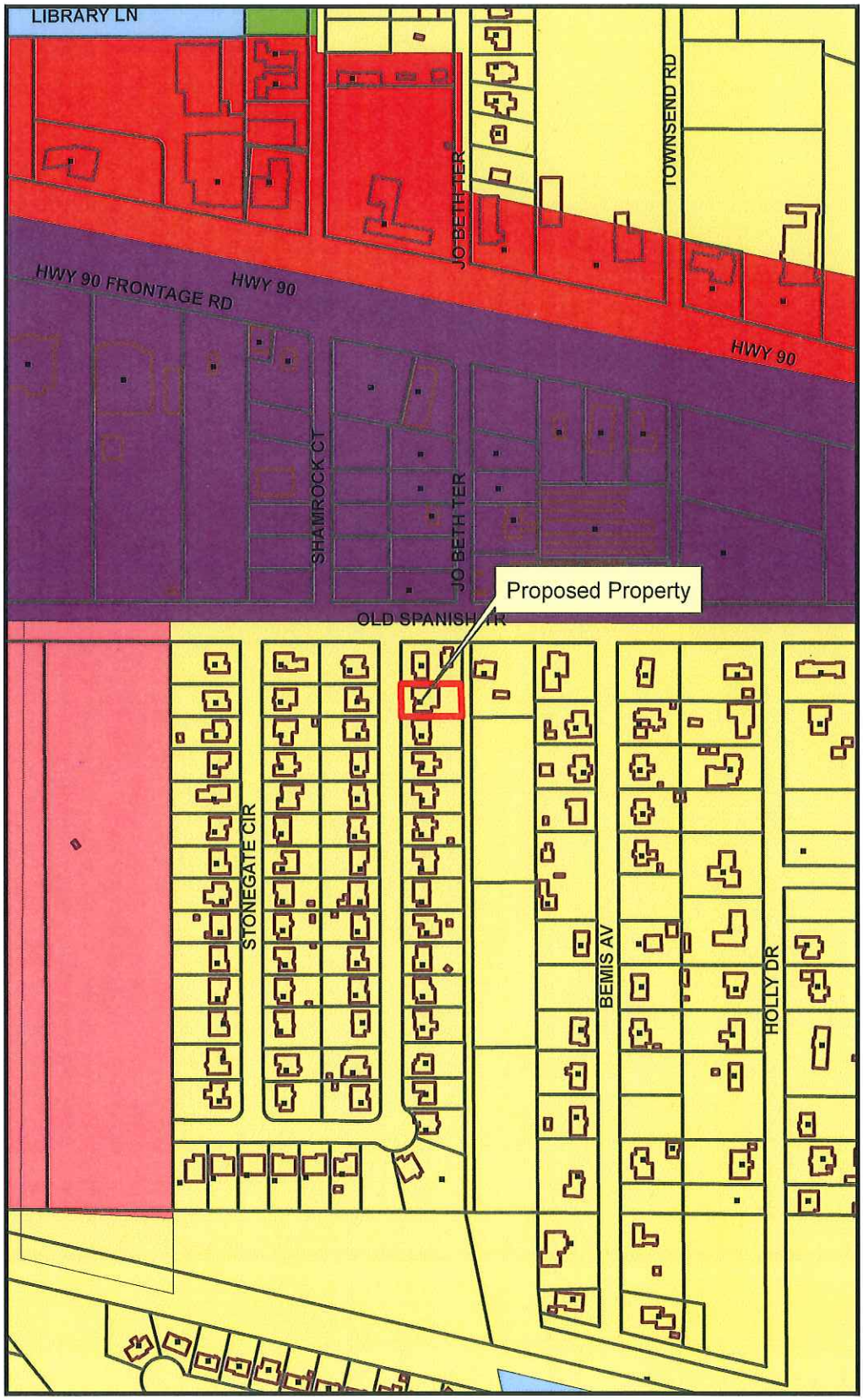
City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

- <all other values>

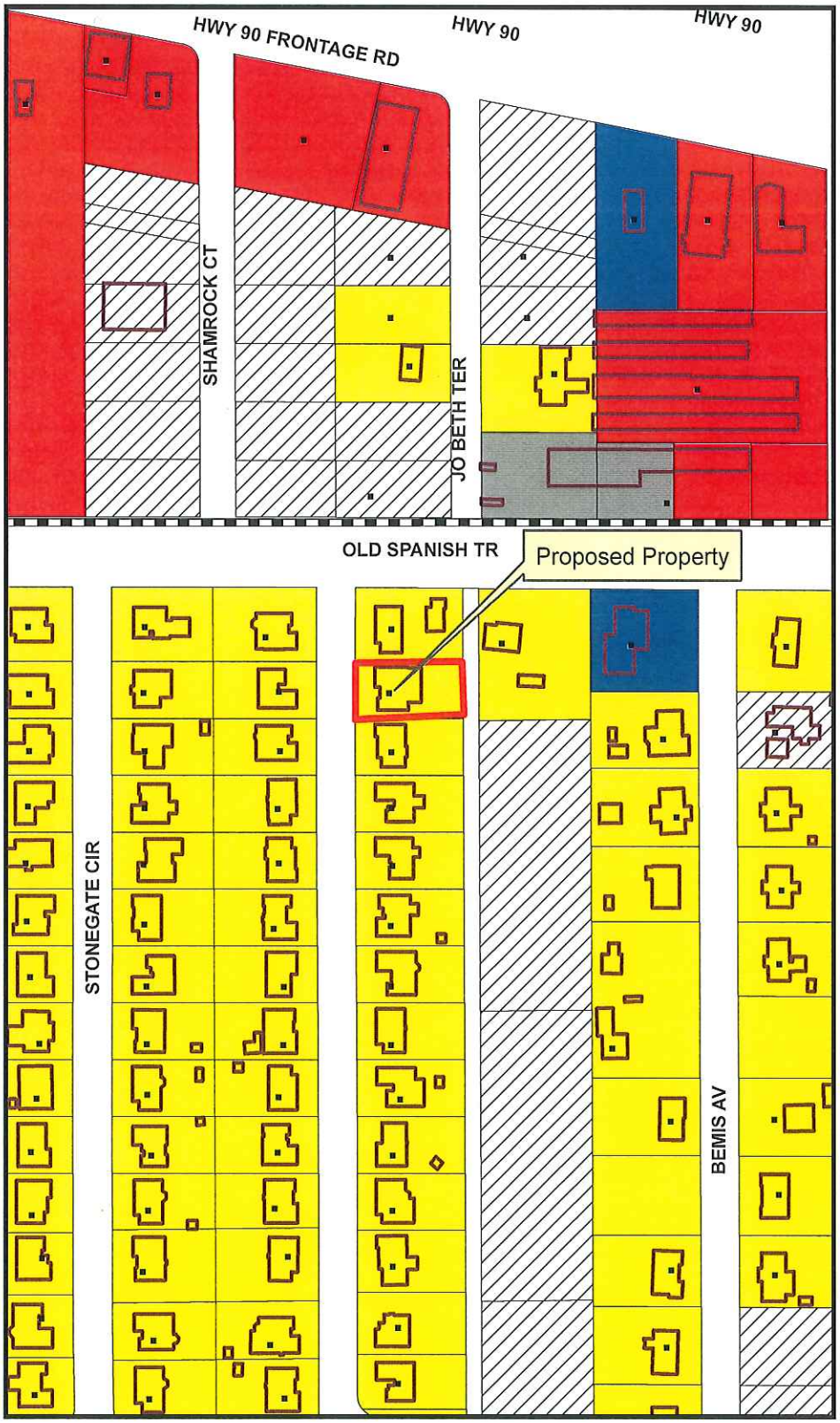
ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

Exhibit C
Existing Land Use Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department



Legend

- Gautier_Parcels_Trimmed_0617
- City_Limits
- CorOverlay

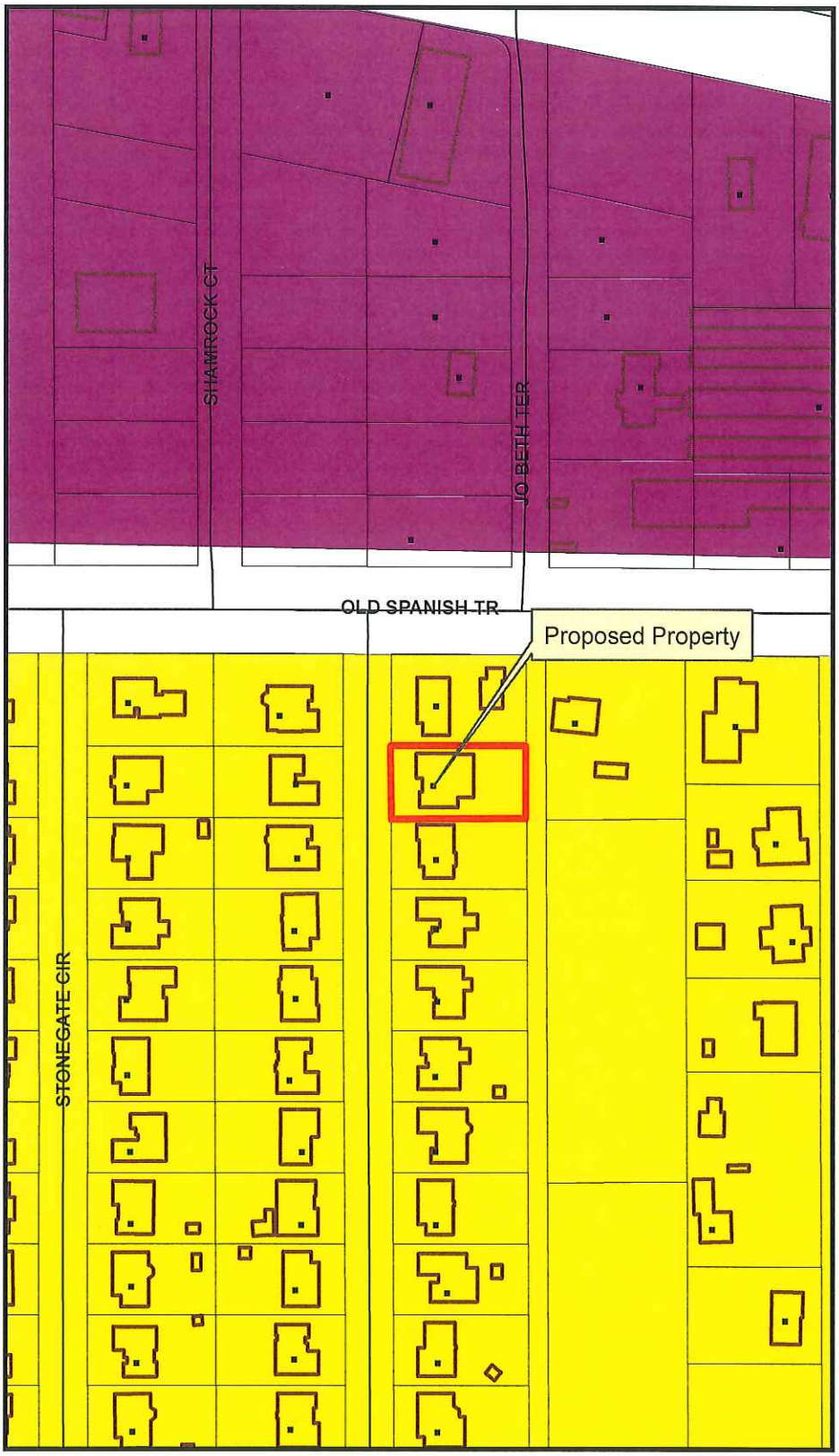
EXISTING LAND USE

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant

Exhibit D
Future Land Use Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department



Legend

FUTURE LAND USE

FLU_Class

- Civic
- high impact commercial
- Conservation
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Mobile Home Residential
- low impact Commercial
- Recreational
- recreational commercial
- Regional Scale Commercial
- mixed use residential
- Town Center
- Very Low Density Residential

Excerpt from October 4, 2018 Gautier Planning Commission Meeting:

3218 Stonegate – Request for a variance allowing an increase of maximum lot coverage for a principal structure, and a variance allowing a decrease of minimum rear yard setback in an R-1 zoning district. (GPC Case No. 18-18-VAR)

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Jerry L. Johnson for a Variance allowing the increase of maximum lot coverage for a principal structure, and a Variance allowing a decrease of minimum rear yard setback in an R-1 Low Density Single Family Residential Zoning District at 3218 Stonegate, PID #87120036.000. The application fee of $175 was paid on July 30, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single Family Residential District. The property contains an existing one thousand nine hundred seventy-two (1972) square foot single-family dwelling with a five hundred seventy-seven (577.75) square foot addition that was permitted September 18, 2015. The proposed new addition and attached carport would add an additional eight hundred sixty-four (864) square feet to the home making the home three thousand four hundred thirteen (3413.5) square feet on a parcel that is nine thousand seven hundred eighty-two (9,782) square feet. The maximum lot coverage allowed for a principle structure in an R-1 districts by the UDO is 25%. The proposed addition would exceed the allowable 25% by nine hundred sixty-eight (968) square feet. Also, the proposed attached carport puts the principal structure fifteen feet (15) from the rear property line causing the house to exceed the rear yard minimum set back requirement by ten (10) feet.

DISCUSSION:

The property owner would like to add covered storage and an attached carport to his addition that was permitted in September 2015. The proposed new storage addition and attached carport exceeds the maximum lot coverage as stated in the City of Gautier UDO. The proposed new storage addition also puts the primary structure fifteen (15) feet from the rear of the property. The minimum setback for the primary structure in an R-1 district is twenty-five (25) feet. A variance request has been submitted to allow more maximum lot coverage and a 10 feet decrease to the minimum rear yard setback.

.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines **Setback** as:

Setback: (See Yard*)* The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.

B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi. Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required

to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

A. 30% of required off-street parking spaces and/or
B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
C. That the special conditions and circumstances do not result from actions of the applicant; and
D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION AND CONCLUSION:

Staff recommends that Planning Commission establish a Finding of Fact regarding the "Criteria for Approval" from UDO section 4.18.4 A-D as listed above.

The Planning Commission may:

1. Recommend that City Council approve the Variance request as presented;
2. Recommend that City Council approve the Variance requests with changes; or
3. Recommend that City Council deny the Variance request.

ACTION TAKEN:

Commissioner Gainer made the motion to recommend City Council approve the Variance. **Commissioner Jamison** seconded the motion and the following vote was recorded:

AYES: **Jimmy Green**
Paul Gainer
Kay C. Jamison
James Lee

NAYS: **None**

Motion passed.

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting: October 16, 2018
Title: Approval of Amendment to the Professional Services Agreement between the City of Gautier and ClearWater Solution, LLC.

Introduced by:
Contact Person/Telephone City Manager 497-8000 Ext. 306

Summary Explanation: Approval of amendments to the Clearwater Professional Services Agreement between the City of Gautier and Clearwater Solutions, LLC. The new monthly amount owed by the City will be reduced by $9,667.00 and reflects the City taking over meter reading.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City entered into a professional services agreement with ClearWater Solutions, Inc. on November 5, 2013 for operation and management of the City's water system, wastewater system, and public street maintenance;

WHEREAS, the amendment reflects the monthly reduction of $9,667.00 in the monthly payments to Clearwater Solutions and reflects the city taking over meter reading;

WHEREAS, it is the intent of the Mayor and Members of Council of the City of Gautier to amend the Contract to reflect this change;

WHEREAS, this amendment would be in the best interests of the City of Gautier;

WHEREAS, the proposed change is necessary or incidental to the completion of the work as originally proposed;

WHEREAS, the change is commercially reasonable and not made to circumvent the public purchasing statutes;

WHEREAS, the decrease in cost is reasonable; and

WHEREAS, the proposed changes would not result in substantially different contract or project.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the amendment to the professional services agreement between the City of Gautier and ClearWater Solutions, LLC 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: October 16, 2018
Subject: The approval for Amendment to the Clearwater Professional Services Agreement

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REQUEST:
The City Manager requests the City Council to approve the Amendment to the Clearwater Professional Services Agreement.

BACKGROUND:
This Amendment reflects the monthly reduction of $9,667.00 in the monthly amount paid to Clearwater. This reduction reflects the cost of the City taking back over the meter reading. The City taking back over this function will promote efficiency in billing as the two work hand in hand together.

DISCUSSION:
The City Manager and Clearwater mutually agree that the proposed change is necessary or incidental to the completion of the work originally proposed, the change is commercially reasonable and not made to circumvent the public purchasing statutes, the decrease in cost is reasonable, the proposed change would not result in substantially different contract or project.

RECOMMENDATION:
The City Manager recommends that the City Council approve the Amendment between the City of Gautier and Clearwater Solutions, LLC.

The City Council may:
1)Approve the Amendment of Professional Service Agreement between the City of Gautier and Clearwater Solutions, LLC; or
2)Not Approve the Professional Service Agreement between the City of Gautier and Clearwater Solutions, LLC

Attachments:
1. Amendment of Professional Service Agreement between the City of Gautier and Clearwater Solutions, LLC.

AMENDMENT OF PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF GAUTIER
AND CLEARWATER SOLUTIONS, LLC

This Amendment forever revises and amends the Professional Service Agreement (including all written amendments and revisions adopted by the City Council) entered on the 5th day of November, 2013 between the City of Gautier (hereinafter, "the City") and ClearWater Solutions, LLC (hereinafter, "ClearWater") which relates to operation and management of the City's water system, wastewater system, public street maintenance, and related office administrative duties.

I. AMENDMENTS

The following language in Article II(5)(nn.) shall be deleted from the contract: "meter reading".

The following language shall be added as Article III (21): The City shall be responsible for meter reading.

Beginning in November 2018, the new monthly amount owed by the City will be reduced by $9,667.00.

No other terms in the Contract or other amendments previously adopted by the City Council will be altered in any respect.

IN WITNESS THEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Amendment on the dates appearing adjacent to their respective signatures.

_____ Date: _____
Mayor, City of Gautier

_____ Date: _____
President, ClearWater Solutions, LLC

_____ Date: _____
City Manager, City of Gautier

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Authorization for Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project, approval of final pay application, and authorization of close out documentation**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization for Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project, Approval of Final Pay Application, and Authorization of Close-Out Documentation.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, The 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, JE Talley Construction, Inc. was awarded a contract to perform certain work under the EWP Program, and has now completed this project; and

WHEREAS, this change order reflects no change to the contract price, only a change to the contract time due to weather delays; and

WHEREAS, closeout documentation to be approved includes the Certificate of Substantial Completion; and

WHEREAS, it is in the best interest of the City of Gautier to approve the change order, approve the final pay application, and authorize execution of close-out documentation;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #2 for the NRCS Emergency Watershed Protection Program Drainage Project is hereby approved.

IT IS FURTHER ORDERED that the final pay application is hereby approved.

IT IS FURTHER ORDERED that execution of the close-out documentation is hereby 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/09/2018
Subject: NRCS Emergency Watershed Protection Program Drainage Project - Change Order #2, Final Pay Application, and Close-out Documentation

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REQUEST:
The Grants and Projects Department requests City Council authorization for Change Order #2 for the Emergency Watershed Protection Program Drainage Project, approval of the final pay application in the amount of $25,668.48, and execution of close-out documentation.

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.

Areas approved under this 2017 round of funding for drainage work include:
-South of White Wood Drive, from Pine Dale Lane to Rockvale Drive.
-Along the conveyance just east of Shell Landing Boulevard, from Highway 90 south to the railroad tracks.
-Along the conveyance just east of Highway 57, from Highway 90 south to Old Spanish Trail.
-South of Old Shell Landing Road, from near house number 2116 to the end of the road.
-Along the west side of Oxford Drive.
-Along the conveyance just southeast of the intersection of Ladnier Road and Service Road, south to the railroad tracks.
-Along the conveyance east of Johnston Road (behind Thomas Transmission), south to Highway 90.

DISCUSSION:
JE Talley Construction, Inc. has completed this project. This change order reflects no change to the contract price. Rather, it reflects only a change to the contract time due to weather delays. Closeout documentation to be approved includes the Certificate of Substantial Completion.

RECOMMENDATION:
The Grants & Projects Director recommends that City Council authorize Change Order #2 for the Emergency Watershed Protection Program Drainage Project, approve the final pay application in the amount of $25,668.48, and authorize execution of close-out documentation as presented.

City Council may:
1) Authorize Change Order #2, approve the final pay application in the amount of $25,668.48, and authorize execution of close-out documentation; or
2) Not authorize Change Order #2, not approve the final pay application in the amount of $25,668.48, and not authorize execution of close-out documentation as presented.

ATTACHMENTS:

1. Change Order #2 (Summary)
2. Certificate of Substantial Completion
3. Pay App #3
4. Recommendation Letter

Change Order

OWNER:
The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 002
DATE: September 19, 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 as the Summary Change Order true up the Contract time to reflect the actual time needed to complete the project. Due to inclement weather and saturated ground conditions, the project was completed on August 31, 2018 rather than August 24, 2018. With that said, this Change Order will increase the contract time by 7 days.

This Change Order will not change the Contract Price.

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	$	21,427.20
The Contract Sum prior to this Change Order was	$	256,684.80
The Contract Sum will now Change (+)	$	0.00
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	19 Days
The Date of Substantial Completion prior to this Change Order	August 24, 2018
The contract time will now Change (+)	7 Days
The new Date of Substantial Completion including this Change will be	August 31, 2018

CONTRACTOR	ENGINEER	OWNER
By:	By: D. Tre Bryant	By:
Date: 9-21-18	Date: 9/19/2018	Date:

Certificate of Substantial Completion

Project: NRCS Debris and Sediment Removal, Grant No. 68-4423-17-222	Owner: City of Gautier	Owner's Contract No.:
Contract: NRCS Debris and Sediment Removal, Grant Award No. 68-4423-17-222		Date of Contract: 3-24-2018
Contractor: J.E. Talley Construction, Inc., 1711 Prospect Avenue, Pascagoula, MS 39567		Engineer's Project No.: 17-066.02

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

August 31, 2018

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

CERTIFICATE OF SUBSTANTIAL COMPLETION MEMO #1

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

D. Rust Bryant — September 5, 2018

Executed by Engineer — Date

J E Talley — 9/21/18

Accepted by Contractor — Date

Accepted by Owner — Date

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

CERTIFICATE OF SUBSTANTIAL COMPLETION

SEPTEMBER 6, 2018

MEMO #1

RE: NRCS Debris and Sediment Removal, Grant Award No. 68-4423-17-222

This Certificate of Substantial Completion serves to cease the Contract Time on August 31, 2018. A final walk through of each alignment at periodic intervals when alignments were completed to determine the level of completion and punch list items were noted and addressed accordingly. There are no outstanding punch list items at this time to be addressed.

JE Talley Construction Inc

1711 Prospect Ave
Pascagoula, MS 39567
Phone: 228-762-0754 FAX: 228-769-6958

August 31, 2018

Seymour Engineering
Attn: Durlon Reed Bryant, PE
925 Tommy Munro Drive, Suite G
Biloxi, MS 39535

RE: Natural Resources Conservation Service Debris and Sediment Removal
Grant Award No: 68-4423-17-222
Gautier, Mississippi

Ms. Bryant,

At this time JE Talley Construction, Inc has completed the required work as outlined in the contract documents. I request inspection for Substantial Completion on the above referenced project,

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

Sincerely,

Joseph E. Talley Jr
Vice President
JE Talley Construction, Inc
228-217-5056

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
The City of Gautier

PROJECT: NRCS Debris and Sediment Removal, Grant Award No. 68-4423-17-222

APPLICATION NO: Three

PERIOD TO: August 31, 2018

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [X] ENGINEER
- [ ]

FROM CONTRACTOR:
J.E. Talley Construction, Inc.

VIA ARCHITECT: Seymour Engineering, PLLC

PROJECT NOS: NRCS - 68-4423-17-222
SE - 17-066.02

CONTRACT FOR: Debris and Sediment Removal

CONTRACT DATE: March 21, 2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 235,257.60
2. Net change by Change Orders		$ 21,427.20
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 256,684.80
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 256,684.80
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$ 0	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 256,684.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 231,016.32
8. CURRENT PAYMENT DUE		$ 25,668.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$21,427.20	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$21,427.20	$0.00
NET CHANGES by Change Order	$21,427.20	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 9/25/18
Joseph E. Talley Jr, Vice President

State of: Mississippi County of: Jackson
Subscribed and sworn to before me this 25th day of September, 2018
Notary Public: Mary L. Johnson
My Commission expires: 12/26/19

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 100934 MARY L. JOHNSON Commission Expires Dec. 26, 2019 JACKSON COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 25,668.48

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT:~~ ENGINEER

By: _____ Date: 9/28/2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Three
APPLICATION DATE: 9/21/18
PERIOD TO: 8/31/18
ARCHITECT'S PROJECT NO: 17-066.02

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	DEBRIS AND SEDIMENT REMOVAL (ALL AREAS)	$251,884.80	$251,884.80	$0.00	$0.00	$251,884.80	100.00%	$0.00	$0.00
2	TAIL DITCH (LENGTH VARIES)(AREA 4)	$4,800.00	$4,800.00	$0.00	$0.00	$4,800.00	100.00%	$0.00	$0.00
	GRAND TOTALS	$256,684.80	$256,684.80	$0.00	$0.00	$256,684.80	100.00%	$0.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232

SEYMOUR ENGINEERING

September 28, 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
Project Closeout with J.E. Talley Construction, Inc.

Dear Ms. Yancey,

Enclosed you will find the Certificate of Substantial Completion for consideration of approval by the City Council at the next meeting. The date specified for completion on the certificate is August 31, 2018, which is the date the Contractor completed the project. I recommend the City approve this Certificate of Substantial Completion for August 31, 2018.

Also enclosed you will find Change Order #2. Due to inclement weather and saturated working conditions, the project's completion was delayed from August 24, 2018 to August 31, 2018. This Change Order #2 serves as the Summary Change Order to increase the contract time to reflect the actual time needed to complete the project. I recommend that the City approve this Change Order #2, effectively extending the contract date to August 31, 2018.

Lastly, you will find enclosed Pay Application #3 (release of retainage) to be considered for payment at the next City Council meeting. J.E. Talley Construction has completed all work in association with their contract and has provided the proper Affidavits and Sureties. With that said, I recommend the City release retainage and pay J.E. Talley Construction, Inc. in the amount of $25,668.48, effectively closing out the Contract.

Please do not hesitate to call me should you have any questions or concerns.

Respectfully,
SEYMOUR ENGINEERING

D. Reed Bryant

Durlon Reed Bryant, P.E.
Project Engineer

Enclosures: Certificate of Substantial Completion
Change Order #2 (Summary)
Pay Application #3 along with:
- Consent of Surety to Final Payment
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens

925 Tommy Munro Dr., Suite G, Biloxi, MS 39535
Phone: 228-385-2350 Fax: 228-385-2353
se@seymoureng.com www.seymoureng.com

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Approval of an order increasing Solid Waste charges**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of an order increasing Solid Waste charges

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 on 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 was recently required to invite requests for proposals for solid waste collection and disposal services; and

WHEREAS, Waste Pro of Mississippi was ultimately awarded the solid waste collection and disposal contract; and

WHEREAS, the terms negotiated between Waste Pro of Mississippi and the City of Gautier have resulted in increased contractual obligations to the City;

WHEREAS, the City of Gautier intends to increase the amount charged to each solid waste customer from $17.00 to $21.00; and

WHEREAS, the purpose of the increase is to cover the additional monetary obligations in the new agreement with Waste Pro of Mississippi;

WHEREAS, the City has published notice of this proposed increase in accordance with Miss. Code Ann. § 21-19-2;

IT IS HEREBY ORDERED that the City of Gautier increases customer charges related to solid waste collection and disposal from $17.00 to $21.00 monthly.

IT IS FURTHER ORDERED that the comprehensive fee schedule is hereby revised and amended to reflect these changes.

IT IS FURTHER ORDERED that the City shall notify each person furnished with these services of the increase in charges by placing a conspicuous notice in the first bill on which the increased charges are assessed.

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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Cynthia Russell, City Clerk

Date: September 24, 2018

Subject: Revisions to FY 2018 Comprehensive Fee Schedule

REQUEST:
City Council authorization is requested for the revisions to the Public Works/Utilities Fee Schedule. Changes include and increase to the Solid Waste Fee from $17.00 monthly to $21.00 monthly for residential and commercial customers.

BACKGROUND:
The City of Gautier recently required requests for proposals for the solid waste collection and disposal services. Waste Pro of Mississippi was awarded the Solid Waste Contract and terms negotiated between the City of Gautier and Waste Pro of Mississippi resulted in increased contractual obligation to the City. The purpose of the increase is to cover the additional monetary obligations in the new Solid Waste agreement.

RECOMMENDATION:
The City Council may:

1. Approve the Comprehensive Fee Schedule with changes; or
2. Not approve the Comprehensive Fee Schedule.

ATTACHMENT(S):
None

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Authorization to enter into a Professional Services agreement with Seymour Engineering for work associated with the 2018 NRCS Drainage Grant 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 2018 NRCS Drainage Grant Project in an amount not to exceed $34,500.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, The 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 via email on June 6, 2018 that it had received an estimated $133,031.25 ($120,937.50 for construction and $12,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City; and

WHEREAS, the grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs, but the city must match 17.5 percent of the total project cost. The local match is $40,312.50.The City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match; and

WHEREAS, this project includes 1,500 feet of debris removal on Brown Road and bank erosion repairs (grouted rock riprap) at Pamela Drive, Perkinston Road, South Haven Road, and Woodbury Road; and

WHEREAS, the work approved under this agreement is not to exceed $34,500; and

WHEREAS, approval of this agreement 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 the professional service agreement with Seymour Engineering for work associated with the 2018 NRCS Drainage Grant Project is hereby approved;

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/09/2018
Subject: NRCS Drainage Grant Project (2018 Round of Funding) – Professional Services Agreement with Seymour Engineering

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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 2018 NRCS drainage grant project in an amount not to exceed $34,500.

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 June 6, 2018, that it had received an estimated $133,031.25 ($120,937.50 for construction and $12,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The city must match 17.5 percent of the total project cost. The local match is $40,312.50. The City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match.

This project includes 1,500 feet of debris removal on Brown Road and bank erosion repairs (grouted rock riprap) at Pamela Drive, Perkinston Road, South Haven Road, and Woodbury Road.

DISCUSSION:
Seymour will provide engineering design, bidding phase, environmental permitting, construction administration, resident project representation, and topographic survey for design related to the NRCS drainage 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 2018 NRCS drainage grant project in an amount not to exceed $34,500.

The City Council may:
1) Approve entering into a professional services agreement with Seymour Engineering for the NRCS drainage grant project as presented; or
2) Not approve entering into a professional services agreement with Seymour Engineering for the NRCS drainage grant project as presented.

ATTACHMENTS:
1. Seymour Engineering Contract

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 perform drainage work in various locations across the City as outlined in Exhibit D 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 OWNERS 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 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 1 page.

5.2.4 Exhibit D Areas Approved for Drainage Work, consisting of 1 page.

5.3 This Agreement (consisting of pages 1 to 14, 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: DATE:

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER

ADDRESS FOR GIVING NOTICES:

3330 US-90
GAUTIER, MS 39553

_____ _____

ENGINEER: DATE:

MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING

ADDRESS FOR GIVING NOTICES:

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

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 OF ENGINEER

ENGINEERING FEE SUMMARY

BASIC SERVICES:

ENGINEERING DESIGN	$9,000.00
BIDDING PHASE	$2,500.00
CONSTRUCTION GENERAL ADMINISTRATION/ RESIDENT PROJECT REPRESENTATIVE	$10,800.00

ADDITIONAL SERVICES

TOPOGRAPHIC SURVEY FOR DESIGN	$7,200.00
ENVIRONMENTAL PERMITTING	$5,000.00

ENGINEERING LUMP SUM FEE TOTAL	**$34,500.00**

EXHIBIT D

NRCS 2018 APPROVED AREAS

AREAS APPROVED FOR DRAINAGE WORK INCLUDE:

1. Pamela Drive – Severe bank erosion; 140’ North of Pamela Dr/Tulane Dr.

2. Brown Road – Channel blocked by sediment and debris; 300’ downstream of bank erosion on Pamela Drive.

3. Perkinston Road – Severe bank erosion; 450’ North of Intersection with Pamela Drive.

4. South Haven Road – Severe bank erosion; Midways between Southhaven Drive and Springfield Drive.

5. Woodbury Road – Severe bank erosion; 130’ before curve on Woodbury.

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Authorization to accept bids on the Pine Cone Drive Spillway Project and award and execute a contract with Advanced Construction and Development.**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization to accept bids on the Pine Cone Drive Spillway Project and award and execute a contract with Advanced Construction and Development in an amount not to exceed $102,000.00.

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, on October 8, 2018, the project engineering, Seymour Engineering, received sealed bids for four contractors for the Pine Cone Drive Spillway project; and

WHEREAS, the City of Gautier received four bids with the lowest bid being Advanced Construction and Development with the bid being under the engineer's construction estimate of $148,920.00; and

WHEREAS, Seymour Engineering recommends awarding this contract to Advanced Construction and Development as the lowest and best bid, in an amount not to exceed $102,000.00; and

WHEREAS, the Mayor and Council Members hereby find that Advanced Construction Development has submitted the lowest and best bid;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Award and Execution of a Contract with Advanced Construction Development for the Pine Cone Drive Spillway project is hereby 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: October 10, 2018
Subject: Pine Cone Drive Spillway - Acceptance of Bids and Contract Award

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REQUEST:
The Grants and Projects Department requests that City Council accept bids on the Pine Cone Drive Spillway project and award and execute a contract with the low bidder, Advanced Construction and Development, in an amount not to exceed $102,000.

BACKGROUND:
The current concrete spillway across Pine Cone is a 50-year-old (or older) concrete slab that is shaped to guide the water across the road. Over the years, the base below the slab has settled or washed away. This lack of base support has left the slab vulnerable to failure from heavy loads that drive across it. A portion of the existing slab is displaying shear failure, which could lead to a larger failure forcing closure of the road. This project will remove the existing spillway slab, repair the base beneath the slab, and pour a new slab with some improvements on the downstream side. Seymour Engineering is performing engineering services related to this project.

DISCUSSION:
Sealed bids were received from four contractors and were opened Oct. 8, 2018. The low bidder was Advanced Construction and Development. This bid came in under the engineer's construction estimate of $148,920. The engineer has reviewed the bidder's qualifications and recommends that the contract be awarded. Jackson County has provided the funds for this project.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council accept bids on the Pine Cone Drive Spillway project and award and execute a contract with the low bidder, Advanced Construction and Development, in an amount not to exceed $102,000.

The City Council may:

1. Accept the bids and authorize the award and execution of the contract; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter/Official Bid Tabulation
2. Contract

PINE CONE DRIVE SPILLWAY
JACKSON COUNTY, MS
Project No. 18-066.06

BID TABULATION

Bid Date: October 8, 2018 1:30 p.m. **Bid Place:** Gautier City Hall

CONTRACTOR NAME	CERTIFICATE OF RESPONSIBILITY	COMBINED BID
Advanced Construction and Development	20916-MC	$ 102,000.00
DCD Construction, Inc.	13234-MC	$ 142,830.00
K.R. Borries Construction	06123-SC	$ 119,500.00
Twin L Construction, Inc.	08365-MC	$ 250,693.20

EDWARD L. HAYS REGISTERED PROFESSIONAL ENGINEER 15642 STATE OF MISSISSIPPI

10/9/18

Certified by: Edward L. Hays

SEYMOUR SE ENGINEERING

October 9, 2018

Ms. April Stennett
Grants & Project Administrator
City of Gautier
3330 US 90
Gautier, MS 39553

RE: Pine Cone Drive Spillway
Acknowledgment of Receipt of Bids and Recommendation of Award

Dear April,

On October 8, 2018, bids were received for the above referenced project. I have reviewed the bids and have attached the Certified Bid Tabulation. I have also reviewed the low bidder's qualifications and I am satisfied that Advanced Construction and Development is qualified to perform the work. It is therefore recommended that the City of Gautier award the contract to Advanced Construction and Development at their low bid of $102,000.00 to perform the work as described in the bid documents.

I also have enclosed the original bid packages that were submitted.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SEYMOUR ENGINEERING

Edward L. Hogg

Edward "Ned" L. Hogg, P.E.

ELG/tmp

Enclosures: Certified Bid Tabulation
Original Bid Packages

ENGINEERING • SURVEYING • ENVIRONMENTAL
925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532 Phone: 228-385-2350 Fax: 228-385-2353
Email: se@seymoureng.com Web: www.seymoureng.com

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

Knowledge for Creating and Sustaining the Built Environment

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EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **CITY OF GAUTIER**

(Owner) and **ADVANCED CONSTRUCTION AND DEVELOPMENT**

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

PINE CONE DRIVE SPILLWAY

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The current concrete spillway across Pine Cone Dr. is a 50 plus year old concrete slab across the road that is shaped to guide the water across the road. Over the years the base below the slab has settled or washed away. This lack of base support has left the slab vulnerable to failure from heavy loads that drive across it. In fact, a portion of the existing slab is displaying shear failure which could lead to a larger failure forcing closure of the road. So, this project is diverting the flow from the pond and either dropping the pond level or installing a temporary sheet pile wall and pumping the water down, removing the existing spillway slab, repairing the base beneath the slab, and re-pouring a new slab with some improvements on the downstream side.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **60** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **60** days after the date when the Contract Times commence to run.

SIXTY (**60**) CONSECUTIVE CALENDAR DAYS FOLLOWING THE "NOTICE TO PROCEED"

4.03 Liquidated Damages - "LIQUIDATED DAMAGES IN THE SUM OF **$300.00** FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER SHALL BE ASSESSED."

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$300.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **$300.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

ONE HUNDRED TWO THOUSAND AND ZERO CENTS	**($102,000.00)**
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

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UNIT PRICE WORK									
Item No.	Description				Unit	Estimated Quantity	Unit Price		Estimated
	N/A								
	TOTAL OF ALL ESTIMATED PRICES								$_____
					(words)				(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Provided that an Application for Payment is received by the Engineer not later than the 20th day of a month, the Owner shall make payment to the Contractor not later than 45 days. If an application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than 60 days after the Engineer receives the Application for Payment All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

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7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The Contractor will name **Seymour Engineering** and the **City of Gautier** as additional insureds on all general liability insurance provided by this Contractor to complete the scope of work in this Agreement. Contractor shall provide a Waiver of Subrogation to **Seymour Engineering** and the **City of Gautier** in respect to workers compensation.

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ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).

2. Performance bond (pages 1 to 3, inclusive).

3. Payment bond (pages 1 to 3, inclusive).

4. Other bonds (pages _____ to _____, inclusive).

a. _____ (pages _____ to _____, inclusive).

b. _____ (pages _____ to _____, inclusive).

c. _____ (pages _____ to _____, inclusive).

5. General Conditions (pages 1 to 43, inclusive).

6. Supplementary Conditions (pages 1 to 14 inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 6 sheets with each sheet bearing the following general title: **Pine Cone Drive Spillway** (or) the Drawings listed on attached sheet index.

9. Addenda (numbers _____ to _____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 2, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages 1 to 1 inclusive).

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

.

This Agreement will be effective on _____, 2018 (which is the Effective Date of the Agreement).

OWNER:

THE CITY OF GAUTIER, MISSISSIPPI

By: **PAULA YANCEY**

Title: **CITY MANAGER**

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

3330 HIGHWAY 90

GAUTIER, MS 39553

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

CONTRACTOR:

ADVANCED CONSTRUCTION AND DEVELOPMENT

By: **JASON GIBSON**

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

ADVANCED CONSTRUCTION AND DEVELOPMENT

619 HILLSIDE DRIVE

BILOXI, MS 39532

License No.: **20916-MC**
(Where applicable)

Agent for service or process: _____

_____

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

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CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Approval of an Ordinance setting the salaries of the Mayor and City Council.**
Introduced by:	
Contact Person/Telephone	**City Manager 497-8000 ext. 306**

Summary Explanation: Approval of an Ordinance setting the salaries of the Mayor and City Council.

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:

ORDINANCE NUMBER _____-2018

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, SETTING THE SALARIES OF THE MAYOR AND CITY COUNCIL MEMBERS

WHEREAS, in 1986 a previous administration originally set the salaries of the Mayor and Council Members by ordinance; and

WHEREAS, the salaries set at that time were $600.00 per month for the Mayor, and $500.00 per month for City Council Members; and

WHEREAS, these salaries have not been increased since that time; and

WHEREAS, the Mayor and City Council Members hereby find that an adjustment of these salaries is in the best interests of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI:

SECTION 1. The Mayor of the City of Gautier, Mississippi shall receive compensation of $800.00 per month.

SECTION 2. The City Council Members of Gautier, Mississippi shall receive compensation of $700.00 per month.

SECTION 3. All provisions of the ordinances of the City in conflict with the provisions of this ordinance, and specifically Ordinance No. 7, shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 4. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not

affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 5. This ordinance shall become effective after passage and in accordance with State law.

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

AYES:

NAYS:

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the _____th day of _____, 2018.

_____
Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet

Council Meeting: October 16, 2018
Title: 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 October 16, 2018.

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	190001	10/16/2018	10/01/2018			2,430.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 NOV 2018 NETWORK SERVICES			3558	09/14/2018			2,280.00
	001-092-698 SYNCHRONIZED EMAIL			3558	09/14/2018			150.00
001	PASCAGOULA UTILITIES	190002	10/16/2018	10/01/2018			25.81	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 CENTRAL FIRE STN			98245	09/27/2018			12.04
	001-161-630 SOUTH FIRE STN			98422	09/27/2018			13.77
001	O'REILLY AUTO PARTS	190003	10/16/2018	10/02/2018			895.35	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 AIR FILTER: U #19591			1978106086	08/29/2018			14.87
	001-161-638 1GAL CAR WASH (3)			1978106295	08/31/2018			14.97
	001-100-570 RADIATOR: U #30			1978107227	09/10/2018			167.82
	001-170-639 ADHESIVE			1978107352	09/11/2018			14.44
	001-170-639 RAZOR BLADE (100)			1978107460	09/12/2018			6.00
	001-170-639 PIGTAIL/SOCKET (5)			1978107494	09/12/2018			46.00
	001-100-570 FAN ASSY: U #30			1978107559	09/13/2018			208.22
	001-100-570 CTRL ARM ASY: U #52			1978107909	09/17/2018			67.19
	001-170-512 PHOTO BOOTH SUPPLIES: CRUISIN			1978108015	09/18/2018			22.47
	001-100-570 BRK CLN(12),ADAPT SET(2),TAPE			1978108082	09/19/2018			61.25
	001-170-639 HOSE CLAMP (2), HOSE MENDER			1978108298	09/21/2018			3.61
	001-161-638 1GAL ANTIFREZ (18): FIRE TRKS			1978108584	09/24/2018			233.82
	001-170-638 BATT CABLE, FUSE HOLDER (2)			1978108821	09/27/2018			34.69
001	AUTO TRUCK AND TRAILER PARTS INC	190005	10/16/2018	10/02/2018			2,091.78	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-639 BATT CABLE: GATOR			270811	09/10/2018			12.85
	001-161-638 BATT (2): E3			270768	09/11/2018			190.00
	001-161-638 BATT (2): E3			270763	09/11/2018			190.00
	001-100-570 CENTRAL ARM (2): U #30			270775	09/12/2018			154.82
	001-100-570 ARM (2): U #30			270781	09/12/2018			116.96
	001-100-570 WIPER (10): PD VEHICLES			270705	09/12/2018			65.00
	001-100-570 ANTIFREZ (4), FAN BLADE (2)			270859	09/12/2018			190.46
	001-170-639 WHEEL: TRAILER			270894	09/13/2018			80.00
	001-170-639 A-FRAME, TRAILER JACK			270886	09/13/2018			104.00
	001-161-638 VALVE: E2			270956	09/18/2018			12.50
	001-100-570 NOZZLE (4)			270961	09/19/2018			148.40
	001-100-570 CONTROL ARM (2): U #12400			270984	09/19/2018			144.50
	001-100-570 CONTROL ARM (2): U #12400			270985	09/19/2018			109.16
	001-161-638 LIGHT MOUNT: CMD R33			271002	09/20/2018			195.86
	001-161-638 WHEEL KIT			271012	09/20/2018			82.22
	001-170-639 WIRE TIES, WIRE CONN, WHEEL			271040	09/21/2018			98.30
	001-170-639 PART PIN (4)			271041	09/21/2018			14.00
	001-100-570 1GAL WASHER FLUID(24)			271095	09/26/2018			52.08
	001-161-638 SEAL KIT (2): E2			271105	09/26/2018			41.06
	001-161-638 KIT: E2			271096	09/26/2018			89.61

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	190012	10/16/2018	10/03/2018			1,475.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-698 OCT 2018 COURT SUPPORT 1-44419 10/01/2018							1,475.00
001	BELL AUTO PARTS INC	190015	10/16/2018	10/03/2018			1,345.60	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 ROTOR (2): U #52 42770 09/04/2018							78.00
	001-100-570 ROTOR (2) 42771 09/06/2018							78.00
	001-100-570 ROTOR (2) 42772 09/06/2018							78.00
	001-100-570 FRT PAD (2), REAR PAD: U #52 42773 09/07/2018							99.00
	001-100-570 FRT PAD (2), REAR PAD 42774 09/07/2018							99.00
	001-100-570 INTERCEPTOR PAD: U #56 42775 09/05/2018							65.75
	001-100-570 ROTOR: U #56 42776 09/10/2018							84.50
	001-100-570 ROTOR: U #56 42777 09/11/2018							84.50
	001-100-570 ROTOR: U #48 42778 09/10/2018							76.95
	001-100-570 ROTOR 42779 09/12/2018							76.95
	001-100-570 ROTOR: U #48 42780 09/12/2018							76.95
	001-100-570 ROTOR 42781 09/13/2018							76.95
	001-100-570 BRAKE PAD 42782 09/14/2018							58.50
	001-100-570 BRAKE PAD: U #48 42783 09/14/2018							58.50
	001-170-639 PULLEY, CLEANER: LAZER Z 42787 09/04/2018							56.55
	001-170-639 EDGER BLADE (25) 42788 09/07/2017							98.75
	001-170-639 EDGER BLADE (25) 42789 09/11/2018							98.75
001	CABLE ONE INC	190018	10/16/2018	10/03/2018			92.31	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 OCT 2018: CFD #122024086 09162018 09/23/2018							92.31
001	CABLE ONE INC	190019	10/16/2018	10/03/2018			92.31	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 OCT 2018: NFD #122024383 09162018 09/23/2018							92.31
001	CABLE ONE INC	190020	10/16/2018	10/03/2018			92.31	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 OCT 2018: SFD #122025091 09162018 09/23/2018							92.31
001	TEC	190025	10/16/2018	10/04/2018			91.62	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY LONG DISTANCE 944215 10/01/2018							91.62
001	MALLETTE BROTHERS CONSTRUCTION INC	190027	10/16/2018	10/04/2018			333.85	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-576 6.07 RIP RAP TN 19934 09/30/2018							333.85
001	CINTAS CORPORATION NO 2	190030	10/16/2018	10/08/2018			274.72	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-535 MAINTENANCE 240542346 09/05/2018							68.68
	001-205-535 MAINTENANCE 240543257 09/12/2018							68.68
	001-205-535 MAINTENANCE 240544163 09/19/2018							68.68
	001-205-535 MAINTENANCE 240545068 09/26/2018							68.68

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MAGNOLIA AD STUDIO LLC	190032	10/16/2018	10/08/2018			750.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-615 OCT 2018: ADVERTISING PKG 985 09/28/2018							750.00
001	M & E FEED & SEED	190033	10/16/2018	10/08/2018			167.96	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-514 DOG FOOD 5243 08/07/2017							41.99
	001-100-514 DOG FOOD 273852 08/21/2018							41.99
	001-100-514 DOG FOOD 273859 09/26/2018							41.99
	001-100-514 DOG FOOD 273860 09/27/2018							41.99
001	BORDIS & DANOS PLLC	190034	10/16/2018	10/08/2018			10,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-060-602 OCT 2018 RETAINER 60 10/03/2018							10,000.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	190035	10/16/2018	10/08/2018			833.33	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-642 SEP 2018 CLUB SUPPORT 09302108 10/05/2018							833.33
001	ACE DATA STORAGE INC	190036	10/16/2018	10/08/2018			105.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 SEP 2018 SHREDDING SERVICE 61714 10/01/2018							105.00
001	JACKSON COUNTY ADULT DETENTION CENTER	190037	10/16/2018	10/08/2018			5,565.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-696 SEP 2018 ADC CHGS 09302018 10/08/2018							5,565.00
001	APRIL HAVENS STENNETT	190038	10/16/2018	10/08/2018			224.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-094-681 TRAVEL ADV: GPA CONFERENCE 11072018 07/05/2018							224.00
001	C SPIRE WIRELESS	190039	10/16/2018	10/08/2018			966.91	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-605 CITY MGR CELL PHONES 0030759348 09/30/2018							50.27
	001-022-605 HR CELL PHONES 0030759348 09/30/2018							50.27
	001-040-605 ADMIN CELL PHONES 0030759348 09/30/2018							134.73
	001-090-605 BLDG-PLNG CELL PHONES 0030759348 09/30/2018							201.08
	001-090-698 IPAD SERVICE (3) 0030759348 09/30/2018							102.57
	001-094-605 GRANT-PROJ CELL PHONES 0030759348 09/30/2018							100.54
	001-161-605 FIRE DEPT CELL PHONES 0030759348 09/30/2018							156.80
	001-170-605 RECREATION CELL PHONES 0030759348 09/30/2018							120.38
	001-205-605 MAINT CELL PHONES 0030759348 09/30/2018							50.27
001	MSC 7511	190041	10/16/2018	10/08/2018			145.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 FNK100-01 RENTAL FEE INV2691306 09/18/2018							145.10

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	190042	10/16/2018	10/08/2018			35.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRAZIER PORT O LET			0000963419	09/30/2018			35.00
001	AT&T	190044	10/16/2018	10/08/2018			206.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC TELECOM SERVS			3104993494	10/01/2018			206.94
001	CABLE ONE INC	190045	10/16/2018	10/08/2018			130.07	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 OCT 2018: #107571481			09242018	10/01/2018			130.07
001	AIRGAS USA LLC	190046	10/16/2018	10/08/2018			200.79	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 CYLINDER RENTAL			9956491457	09/30/2018			200.79
001	SINGING RIVER ELECTRIC COOPERATIVE	190048	10/16/2018	10/08/2018			1,169.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 DOLPHIN ST 94987002			09182018	09/26/2018			114.28
	001-201-633 DOLPHIN ST 94988002			09182018	09/26/2018			93.52
	001-201-633 DOLPHIN ST 94989002			09182018	09/26/2018			110.49
	001-201-633 DOLPHIN ST 94990002			09182018	09/26/2018			541.35
	001-201-633 WM PAYNE 100244001			09182018	09/26/2018			105.29
	001-201-633 WM PAYNE 100245001			09182018	09/26/2018			204.25
001	LOWES HOME CENTERS INC	190049	10/16/2018	10/08/2018			964.29	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-639 25CT SCREWS (3): PD DIVE TRLR			901053	08/28/2018			14.19
	001-100-635 HEAT/COOL THERMOS: PD MBLUFF			901094	08/28/2018			17.94
	001-170-559 BLADE(2),ROPE(2),CBL TIE,SOC			901067	08/28/2018			69.53
	001-170-635 T-STAT GUARD: SR CENTER			909053	08/29/2018			18.05
	001-205-560 80LB MASON MIX (3)			902821	08/30/2018			17.52
	001-170-559 LAWN KILL,SPRD,60W LED,GAS CAN			915406	08/31/2018			82.55
	001-161-559 125V CONN, TOWEL, 10CT WASHERS			909785	09/06/2018			24.85
	001-161-559 WASP/HORNET SPRAY			901352	09/06/2018			4.73
	001-170-577 LID(6), BUCKET(6),LAWN KILL(2)			914658	09/10/2018			84.40
	001-170-559 TEFLON TAPE			909707	09/10/2018			1.41
	001-170-512 SUPPLIES (8): CRUISIN BANNER			901033	09/12/2018			18.55
	001-205-560 80LB MASON MIX			901303	09/13/2018			5.85
	001-170-559 PICKUP TOOL (6), COMBO WRENCH			914855	09/14/2018			153.73
	001-170-559 WIDE ANGLE BROOM			909195	09/17/2018			10.44
	001-170-512 SUPPLIES (16): CRUISIN BANNER			908067	09/18/2018			37.57
	001-170-559 32CT NIAGARA, 20FT PVC TBG (2)			910934	09/18/2018			13.27
	001-170-512 SUPPLIES (7): CRUISIN			901984	09/18/2018			82.03
	001-170-559 CDT RTN (2): 20FT PVC TBG			918005	09/18/2018			-9.49
	001-205-560 THHN WIRE (2),BOLT(12),WASHERS			902928	09/19/2018			45.00
	001-170-512 SUPPLIES (14): CRUISIN BANNER			901024	09/19/2018			13.46
	001-170-639 5/8IN HOOK (2),GALV SHACKLE(2)			901029	09/19/2018			16.84
	001-170-512 PLYWOOD: CRUISIN PHOTO BOOTH			901229	09/20/2018			37.99
	001-161-639 AIR COMPR, PVC AIR HOSE, KIT			902153	09/21/2018			156.24

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	190049	10/16/2018	10/08/2018			964.29	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 SUPPLIES (9): CRUISIN			902387	09/24/2018			26.30
	001-170-559 SPRING LINK, ROPE			901766	09/24/2018			21.34
001	SINGING RIVER ELECTRIC COOPERATIVE	190050	10/16/2018	10/08/2018			2,572.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-631 POLICE STATION 66298004			09182018	09/26/2018			1,689.40
	001-201-629 SIGNAL LIGHT 89113001			09182018	09/26/2018			57.01
	001-170-631 CITY PARK RESTRMS 89912001			09182018	09/26/2018			358.57
	001-201-633 STREET LIGHTS 90345002			09182018	09/26/2018			205.85
	001-092-631 RECORDU BLDG 90790001			09182018	09/26/2018			222.01
	001-170-631 FRAZIER RESTRMS 98546001			09182018	09/26/2018			39.16
001	SINGING RIVER ELECTRIC COOPERATIVE	190054	10/16/2018	10/08/2018			8,722.79	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 STREET LIGHTING 10054			09182018	09/26/2018			5,221.64
	001-201-629 SIGNAL LIGHTS 10054			09182018	09/26/2018			751.30
	001-092-631 CITY HALL 10054			09182018	09/26/2018			1,069.04
	001-170-631 FRAZIER PARK 10054			09182018	09/26/2018			49.49
	001-170-631 SENIOR BLDG 10054			09182018	09/26/2018			591.86
	001-161-631 CENTRAL FD 10054			09182018	09/26/2018			518.48
	001-170-631 CITY PARK 10054			09182018	09/26/2018			137.99
	001-092-631 PUBLIC WORKS 10054			09182018	09/26/2018			353.81
	001-092-631 HWY 90 SIGN 10054			09182018	09/26/2018			29.18
001	SINGING RIVER ELECTRIC COOPERATIVE	190056	10/16/2018	10/08/2018			1,574.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 SOUTH FD 76008001			09202018	09/27/2018			295.32
	001-170-631 BACOT PARK 10137			09202018	09/27/2018			1,128.63
	001-201-629 SIGNAL LIGHTS 10138			09202018	09/27/2018			127.15
	001-170-631 BACOT SPLASHPAD 103751001			09202018	09/27/2018			23.60
001	HARWELLS AC INSTALLATION AND REPAIR	190063	10/16/2018	10/08/2018			125.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-635 SERVICE CALL: WEST STN			100	09/19/2018			125.00
001	CENTER FOR GOVT & COMMUNITY DEV	190065	10/16/2018	10/08/2018			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-681 SPR 2018 CERT PROGRAM:THIGPEN			3141GCD-2	09/26/2018			100.00
001	PITNEY BOWES PURCHASE POWER	190066	10/16/2018	10/08/2018			1,240.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 POSTAGE METER			0434-6213	09/20/2018			1,240.00
001	DIRECTV LLC	190067	10/16/2018	10/08/2018			157.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (NOV)			10132018	10/14/2018			157.00
001	FUELMAN	190068	10/16/2018	10/08/2018			3,499.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP54306182	10/01/2018			58.59
	001-100-525 UNL FUEL			NP54306182	10/01/2018			2,739.71

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001	FUELMAN	190068	10/16/2018	10/08/2018			3,499.12	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-525 UNL & DSL FUEL			NP54306182	10/01/2018			482.89
	001-170-525 UNL FUEL			NP54306182	10/01/2018			217.93
001	FUELMAN	190069	10/16/2018	10/08/2018			3,936.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP54422477	10/08/2018			57.04
	001-100-525 UNL FUEL			NP54422477	10/08/2018			2,850.24
	001-161-525 UNL & DSL FUEL			NP54422477	10/08/2018			780.70
	001-170-525 UNL & DSL FUEL			NP54422477	10/08/2018			216.38
	001-205-525 UNL FUEL			NP54422477	10/08/2018			32.59
001	CREDIT CARD CENTER	190070	10/16/2018	10/09/2018			4,174.41	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 CRUISIN STAFF TSHIRT (13)			08282018	08/27/2018			49.48
	001-170-596 30 GAL BARREL (20)			08292018	08/28/2018			200.00
	001-170-596 55 GAL BARREL (10)			08292018	08/28/2018			200.00
	001-170-596 PARTY BEVERAGE TUB (3)			08302018	08/29/2018			81.29
	001-161-559 MATTRESS (2)			09052018	09/04/2018			74.88
	001-170-596 MOVIE LICENSE: SPLIT			09062018	09/05/2018			285.00
	001-170-596 NIKON D5600 & ACCESSORIES			09062018	09/05/2018			906.80
	001-170-502 CREDIT RTN: FIT KIT			09072018	09/06/2018			-150.00
	001-161-559 LIFEPROOF CASE/BELT CLIP			09122018	09/11/2018			117.68
	001-170-596 CRICUT EXPLORE AIR 2 BUNDLE			09122018	09/12/2018			289.99
	001-170-596 COTTON CANDY MACHINE			09122018	09/12/2018			198.99
	001-170-596 55MM DIGITAL UV FILTER			09132018	09/12/2018			9.74
	001-170-502 CHEER UNIFORM TOP			09132018	09/12/2018			41.82
	001-022-559 RETIREMENT AWARD: PUGH,J			09142018	09/13/2018			157.96
	001-170-512 CRUISIN: BEVERAGES			09202018	09/19/2018			41.98
	001-001-681 HOTEL CHARGES: TORJUSEN			09212018	09/20/2018			8.80
	001-170-512 PRE MASK TAPE 100YDS (2)			09212018	09/20/2018			40.50
	001-170-512 CRUISIN: SUPPLIES			09212018	09/20/2018			60.49
	001-170-512 24" SIGN VINYL WHITE			09212018	09/20/2018			71.00
	001-170-512 CRUISIN: SUPPLIES			09212018	09/20/2018			245.36
	001-001-681 HOTEL-DC TRIP: TORJUSEN			09212018	09/20/2018			741.31
	001-170-512 CRUISIN: WATER			09252018	09/24/2018			52.58
	001-170-512 CRUISIN: GIFTCARDS (10)			09272018	09/26/2018			216.00
	001-170-512 CRUISIN: LUNCH ITEMS			09272018	09/26/2018			98.96
	001-170-512 CRUISIN: GIFTCARDS (7)			09272018	09/26/2018			133.80
001	FEDERAL EXPRESS	190090	10/16/2018	10/09/2018			17.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 EXPRESS SHIP: GRANT DOCS			6-32598554	10/03/2018			17.51
001	HUB INTERNATIONAL GULF SOUTH	190091	10/16/2018	10/09/2018			236,872.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 COMMERICAL PROPERTY			1202275	09/27/2018			56,574.37
	001-092-625 MARINE-BOAT COVERAGE			1202293	09/27/2018			2,903.00
	001-092-625 LAW ENFORCEMENT RENEWAL			1202305	09/27/2018			37,039.00
	001-092-625 GEN LIABILITY-CRIME RENEWAL			1202321	09/27/2018			49,206.00
	001-092-625 PUBLIC OFFICIAL RENEWAL			1202340	09/27/2018			4,385.00
	001-092-625 EMP PRACTICES LIAB RENEWAL			1202348	09/27/2018			8,262.00

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001	HUB INTERNATIONAL GULF SOUTH	190091	10/16/2018	10/09/2018			236,872.37	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	COMMERCIAL AUTO RENEWAL		1202356	09/27/2018			56,503.00
	001-092-625	AGENCY FEE		1202452	09/27/2018			22,000.00
001	CABLE ONE INC	190092	10/16/2018	10/09/2018			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	OCT 2018: SR BLDG #120793682		09242018	10/01/2018			84.62
001	COOPER FAMILY MED CENTER	190096	10/16/2018	10/10/2018			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	ACADEMY PHYSICAL: SEYMOUR,D		38095	10/08/2018			175.00
001	SPORTSCONDUCTOR LLC	190097	10/16/2018	10/10/2018			3.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2018 CHEER (1)		4423	10/01/2018			3.95
001	ALABAMA MEDIA GROUP	190103	10/16/2018	10/10/2018			2,290.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #18-18-VAR		0008790539	09/16/2018	181204		19.44
	001-040-615	FY 2019 BUDGET PUBLICATION		E008799361	09/21/2018	181219		2,270.66
001	MALLETTE BROTHERS CONSTRUCTION INC	190104	10/16/2018	10/10/2018			176.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	12.18 FILL SAND CY		19933	09/30/2018	181255		176.61
001	REYNOLDS WHOLESALE CO	190105	10/16/2018	10/10/2018			1,643.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CS/100 BLACK CAN LINER 33X39		60772	09/25/2018	181245		21.95
	001-170-512	CTN COTTON CANDY PINK (5)		60772	09/25/2018	181245		29.75
	001-170-512	CTN COTTON CANDY BLUE (5)		60772	09/25/2018	181245		29.75
	001-170-512	100CT POPCORN BAGS (2)		60772	09/25/2018	181245		3.90
	001-170-512	100CT 8X4X18 POLY BAGS (5)		60772	09/25/2018	181245		21.25
	001-170-512	PK/25 COTTON CANDY STICKS (12)		60772	09/25/2018	181245		12.00
	001-170-512	40X100 TABLE COVER, LIME (2)		60773	09/25/2018	181246		22.00
	001-170-512	40X100 TABLE COVER, PINK		60773	09/25/2018	181246		11.00
	001-170-512	40X100 TABLE COVER, TURQUOISE		60773	09/25/2018	181246		11.00
	001-092-510	CS HS TISSUE (7)		60932	10/05/2018	190029		283.50
	001-092-510	CS BMF TOWELS (10)		60932	10/05/2018	190029		199.50
	001-092-510	CS WMF TOWELS (5)		60932	10/05/2018	190029		143.50
	001-092-510	CS 4/1GAL NABC CLEANER		60932	10/05/2018	190029		46.00
	001-092-510	CS 12/32OZ WINDEX		60932	10/05/2018	190029		57.50
	001-092-510	CS 6/1GAL VB BLEACH		60932	10/05/2018	190029		11.90
	001-092-510	CS 25# RAGS		60932	10/05/2018	190029		35.55
	001-092-510	CS 12/19OZ LYSOL SPRAY		60932	10/05/2018	190029		75.48
	001-092-510	CS 6/78CT CLOROX WIPES (2)		60932	10/05/2018	190029		59.40
	001-092-510	CS 4/1GAL SPARTAN DAMP MOP		60932	10/05/2018	190029		35.80
	001-092-510	500CT CAN LINER 24X33		60932	10/05/2018	190029		22.95
	001-092-510	200CT CAN LINER 30X36		60932	10/05/2018	190029		19.95
	001-092-510	CS 10/100CT PF LATEX GLOVES(2)		60932	10/05/2018	190029		119.00
	001-092-510	CS VB PAPER TOWELS (4)		60932	10/05/2018	190029		103.60
	001-092-510	CS 12 CAN MIST AIR SPRAY		60932	10/05/2018	190029		54.00
	001-092-510	1GAL DIAL ANTIBACT SOAP (3)		60932	10/05/2018	190029		44.85

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001	REYNOLDS WHOLESALE CO	190105	10/16/2018	10/10/2018			1,643.86	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-510 CS/6 TOILET FLOOR PADS			60932	10/05/2018	190029		59.60
	001-092-510 CS/12 CAN SHAKEDOWN POWDER			60932	10/05/2018	190029		34.68
	001-092-510 BX/12 URINAL SCREENS			60932	10/05/2018	190029		15.00
	001-092-510 CS/6 FOAM SOAP			60932	10/05/2018	190029		59.50
001	GOODGAMES INC	190106	10/16/2018	10/10/2018			652.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 BANNER CRUISIN LN SPONSORS(20)			88946	09/27/2018	181249		435.00
	001-170-512 BANNER REGISTRATION INFO (2)			88946	09/27/2018	181249		43.50
	001-170-512 BANNER WELCOME CRUISERS (6)			88946	09/27/2018	181249		130.50
	001-170-512 BANNER EXIT ONLY (2)			88946	09/27/2018	181249		43.50
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	190107	10/16/2018	10/10/2018			485.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-660 ECC-EL301 PS TELECOM TEST (11)			0174Y6L3T6	09/18/2018	181220		130.68
	001-022-660 PO-EL101 TEST BOOKLET (12)			0174Y6L3T6	09/18/2018	181220		171.00
	001-022-660 ADMIN FEE			0174Y6L3T6	09/18/2018	181220		92.15
	001-022-660 ADMIN FEE			0174Y6L3T6	09/18/2018	181220		92.15
001	MID SOUTH UNIFORM & SUPPLY INC	190108	10/16/2018	10/10/2018			444.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 NAVY SS SHIRT (3)			582749	09/24/2018	181241		133.77
	001-100-535 NAVY LS SHIRT (3)			582749	09/24/2018	181241		142.38
	001-100-535 NAVY PANTS W/BLUE STRIPE (3)			582749	09/24/2018	181241		130.62
	001-100-535 SEW ON PATCHES (12)			582749	09/24/2018	181241		12.00
	001-100-535 NAVY BRAID (3)			582749	09/24/2018	181241		12.75
	001-100-535 LT BLUE BRAID (3)			582749	09/24/2018	181241		12.75
001	MS FIRE ACADEMY	190109	10/16/2018	10/10/2018			885.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 FIRE INSP 1031-1: GRAHAM, J			26785	10/01/2018	181025		885.00
001	WHITEHEAD CONSTRUCTION CO INC	190110	10/16/2018	10/10/2018			1,380.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 11.75 TN COLD MIX ASPHALT			5953	09/12/2018	181203		1,380.63
001	SHERWIN-WILLIAMS COMPANY	190111	10/16/2018	10/10/2018			152.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-596 GALLON EXTREME BOND PRIMER			4050-3	09/24/2018	181242		40.00
	001-170-596 GALLON RESILIENCE			4050-3	09/24/2018	181242		35.00
	001-170-596 QUART ASSRT PAINT (7)			4050-3	09/24/2018	181242		77.00
001	GOODYEAR AUTO CENTER	190112	10/16/2018	10/10/2018			54.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 WHEEL ALIGNMENT: U #31			204391	09/19/2018	181236		54.00
001	THE SUN HERALD	190113	10/16/2018	10/10/2018			6,207.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 PUBLISH:FY 2018-2019 TAX LEVY			IO3849717	09/30/2018	181211		512.00
	001-040-615 PUBLISH: SOLID WASTE INC			IO3850014	09/30/2018	181210		4,736.37
	001-170-512 CRUISIN AD			IO3869958	09/30/2018	181238		700.00

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001	THE SUN HERALD	190113	10/16/2018	10/10/2018			6,207.75	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 BID AD: R HIRAM BRIDGE			003843308	09/08/2018			130.02
	001-040-615 BID AD: PINECONE			003843291	09/09/2018			129.36
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190115	10/16/2018	10/10/2018			248.33	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-500 4PK POST-IT FLAGS			3390480673	09/19/2018	181232		3.74
	001-040-500 2PK POST-IT FLAGS SIGN HERE			3390480673	09/19/2018	181232		4.11
	001-040-500 18PK SELF STICK NOTE PAD (2)			3390480673	09/19/2018	181232		5.12
	001-040-500 BROTHER TN221BK BLACK TONER			3390480673	09/19/2018	181232		70.95
	001-040-500 BROTHER TN221C CYAN TONER			3390480673	09/19/2018	181232		54.48
	001-040-500 BROTHER TN221M MAGENTA TONER			3390480673	09/19/2018	181232		54.48
	001-040-500 BROTHER TN221Y YELLOW TONER			3390480673	09/19/2018	181232		55.45
001	CITY ELECTRIC SUPPLY CO	190116	10/16/2018	10/10/2018			418.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 600V MIDGET FUSE (30)			PAS/053127	09/13/2018	181215		418.50
001	ENGEL ELECTRIC LLC	190118	10/16/2018	10/10/2018			12,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-637 CHG ST LIGHTS TO LEDS (100)			1374	09/19/2018	181130		12,000.00
001	OCCUPATIONAL HEALTH CENTER INC	190121	10/16/2018	10/10/2018			95.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE-EMP PHYSICAL: MCKAIG,L			157698	10/02/2018	181256		65.00
	001-100-604 PRE-EMP DRUG SCREEN: MCKAIG,L			157698	10/02/2018	181256		30.00
001	ECONOMY BOOTS SALES & SERVICE	190122	10/16/2018	10/10/2018			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 REPL SZ DUTY BOOTS: WILSON, J			41969	09/10/2018	181196		100.00
001	MS DEPT OF FINANCE & ADMIN	190124	10/16/2018	10/11/2018			25,212.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 SEP 2018 COURT ASSESSMENTS			09302018	10/10/2018			25,212.20
001	MS DEPT OF PUBLIC SAFETY	190125	10/16/2018	10/11/2018			1,586.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 SEP 2018 SPECIAL ASSESSMENTS			09302018	10/10/2018			1,586.00
001	MS DEPT OF PUBLIC SAFETY	190126	10/16/2018	10/11/2018			350.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 SEP 2018 INTERLOCK FEES			09302018	10/10/2018			350.00

FUND TOTAL 1 Claims to Checks 61 Total 348,342.38 Manual Held Total 348,342.38

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157	LOWES HOME CENTERS INC	190052	10/16/2018	10/08/2018			474.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	18CU FT REFRIGERATOR: N SUBSTN	902054	09/20/2018		474.05

FUND TOTAL 157 Claims to Checks 1 Total 474.05 Manual Held Total 474.05

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GOODWYN MILLS & CAWOOD INC	190098	10/16/2018	10/10/2018			500.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-762	PLAN REVIEW (FINAL)	A MOB1800093	11/01/2018		500.00

FUND TOTAL 171 Claims to Checks 1 Total 500.00 Manual Held Total 500.00

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	O'REILLY AUTO PARTS	190004	10/16/2018	10/02/2018			2.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / MACHINE SCREW			1978108859	09/27/2018			2.99
176	AUTO TRUCK AND TRAILER PARTS INC	190006	10/16/2018	10/02/2018			245.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / STRB HARNESS, FUSE HOLDER			271076	09/22/2018			17.10
	176-170-639 / STRB HARNESS,LGT,SWCH,SPLICE			271087	09/26/2018			113.00
	176-170-639 / STRB HARNESS,LGT,SILCONE,SWCH			271088	09/26/2018			115.70
176	BELL AUTO PARTS INC	190016	10/16/2018	10/03/2018			280.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / SCAG BELT, EXMARK V-IDLER			42784	09/06/2018			93.49
	176-170-639 / SCAG BELT, EXMARK PULLEY			42785	09/10/2018			98.24
	176-170-639 / EXMARK BELT, EXMARK V-IDLER			42786	09/12/2018			89.02
176	STEINER SAW & MOWER	190017	10/16/2018	10/03/2018			164.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / CARB KIT(4),FILTER(4),PTO SWT			847617	09/21/2018			122.00
	176-170-639 / SWITCH (2), CONNECTOR			847637	09/27/2018			42.00
176	C SPIRE WIRELESS	190040	10/16/2018	10/08/2018			50.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 / CELL PHONE			0030759348	09/30/2018			50.27
176	LOWES HOME CENTERS INC	190057	10/16/2018	10/08/2018			14.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 / REPR WATER FOUNTAIN			910979	09/18/2018			14.27
176	SINGING RIVER ELECTRIC COOPERATIVE	190061	10/16/2018	10/08/2018			825.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-631 / PARK FACILITIES 76854002			09202018	09/27/2018			777.40
	176-170-631 / HOUSE 76855002			09202018	09/27/2018			48.24
176	FOSTERS A/C & HEATING INC	190062	10/16/2018	10/08/2018			207.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 / THERMOSTAT REPAIR: TRAILER			W1038069	09/28/2018			127.00
	176-170-635 / FILTER CHANGE: OFFICE			P1036772M	09/28/2018			80.00

FUND TOTAL 176 Claims to Checks 8 Total 1,790.72 Manual Held Total 1,790.72

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	182679	10/16/2018	10/08/2018			186.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-582 CDT RTN (10): WATER TRMT PLANT			917248	06/25/2018			-47.40
	400-651-581 SUPPLIES (2): WATER WELLS			909542	09/18/2018			49.36
	400-651-584 SUPPLIES (9): LIFT STNS			909542	09/18/2018			131.87
	400-651-582 SUPPLIES (6): WATER TRMT PLANT			909499	09/18/2018			52.49
400	JACKSON COUNTY UTILITY AUTHORITY	190013	10/16/2018	10/03/2018			180,418.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-668 OCT 2018 TREATMENT CHGS			162	10/01/2018			181,416.00
	400-651-668 FY 2018 ACTUAL FLOW ADJ			162	10/01/2018			-998.00
400	CABLE ONE INC	190014	10/16/2018	10/03/2018			54.36	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 OCT 2018: #107663106			09162018	09/23/2018			54.36
400	CLEARWATER SOLUTIONS LLC	190026	10/16/2018	10/04/2018			180,357.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 SEP 2018 OPERATION FEE			GAUTIER070	10/01/2018			180,357.75
400	2018 BOND DEBT SERVICE FUND	190043	10/16/2018	10/08/2018			30,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 OCT 2018: 2018 BOND DS			10012018	10/01/2018			30,000.00
400	2018 BOND CONTINGENCY FUND	190047	10/16/2018	10/08/2018			5,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 FY19 CONTINGENCY FUNDING			10012018	10/01/2018			5,000.00
400	2018 BOND DEPRECIATION FUND	190051	10/16/2018	10/08/2018			5,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 FY19 DEPRECIATION FUNDING			10012018	10/01/2018			5,000.00
400	CITY OF GAUTIER	190053	10/16/2018	10/08/2018			96,840.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 SEP 2018 GARBAGE PMTS			09302018	09/30/2018			96,840.38
400	SINGING RIVER ELECTRIC COOPERATIVE	190059	10/16/2018	10/08/2018			8,182.61	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 IONIZATION PLANT 99216002			09182018	09/26/2018			352.32
	400-651-631 LIFT STATIONS 17882			09182018	09/26/2018			2,928.43
	400-651-631 WATER WELLS 17882			09182018	09/26/2018			3,425.48
	400-651-631 CITY HALL SOUTH 17882			09182018	09/26/2018			1,476.38
400	SINGING RIVER ELECTRIC COOPERATIVE	190060	10/16/2018	10/08/2018			4,489.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 17875			09202018	09/27/2018			218.05
	400-651-631 LIFT STNS 17883			09202018	09/27/2018			2,356.86
	400-651-631 LIFT STNS 17884			09202018	09/27/2018			1,914.84

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	190064	10/16/2018	10/08/2018			7,531.91	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-601 PROFESSIONAL FEES			1327	10/08/2018			7,500.00
	400-650-601 TAXI CABS/UBERS-LOCAL			1327	10/08/2018			31.91
400	WASTE MANAGEMENT OF MS-GLF COAST INC	190095	10/16/2018	10/09/2018			671.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 ROLL - OFF TIMBERLANE			6776154768	10/01/2018			671.48
400	UNITED PARCEL SERVICE	190099	10/16/2018	10/10/2018			292.54	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-607 RTN METERS: MUELLER			2218V0398	07/16/2018			31.72
	400-650-607 RTN METERS: MUELLER			2218V0398	08/14/2018			59.60
	400-650-607 RTN METERS: MUELLER			2218V0398	08/27/2018			201.22
400	MISSION COMMUNICATIONS LLC	190100	10/16/2018	10/10/2018			1,737.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 RENEWAL: DOLPHIN LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: HOLIDAY LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: CAMPBELL LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: SEACLIFF LS			1023935	10/03/2018			347.40
	400-651-698 RENEWAL: HWY 90 NELSON LS			1023935	10/03/2018			347.40
400	SOUTHERN WATERWORKS SUPPLY INC	190114	10/16/2018	10/10/2018			563.61	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 #4 BARREL LOCKS (100)			77345	10/08/2018	181229		482.01
	400-651-583 GREEN STAKING FLAGS (4)			77345	10/08/2018	181229		40.80
	400-651-581 BLUE STAKING FLAGS (4)			77345	10/08/2018	181229		40.80
400	U S WATER SERVICES INC	190117	10/16/2018	10/10/2018			99.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-582 GASKET ELLPT MW 14X18X1/8 (3)			INV405327	09/27/2018	181144		99.99
400	CORE & MAIN LP	190119	10/16/2018	10/10/2018			749.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 2X6 WRAP CLAMP (60			J540462	10/01/2018	181231		301.32
	400-651-581 1 CORP CCXPJ (CTS) NO LEAD (6)			J540462	10/01/2018	181231		269.88
	400-651-581 1 CORP MIPXPJ (CTS) NO LEAD(4)			J540462	10/01/2018	181231		178.68
400	DNA UNDERGROUND LLC	190120	10/16/2018	10/10/2018			4,790.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 REPR MANHOLE: MARTIN BLUFF			MP7178	10/08/2018	181200		4,790.00
400	J H WRIGHT & ASSOCIATES INC	190123	10/16/2018	10/10/2018			225.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 SQUARE D STARTER LC1D32G7 (2)			410072	09/25/2018	181248		100.00
	400-651-584 SQUARE D OVERLOAD LRD22 (2)			410072	09/25/2018	181248		90.00
	400-651-584 FREIGHT: BARRACUDA LIFT STN			410072	09/25/2018	181248		35.00

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION INC	190127	10/16/2018	10/11/2018			4,749.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	45.58 RAP TN	19934	09/30/2018		1,367.40
400-651-683	61.50 RIP RAP TN	19934	09/30/2018		3,382.50

FUND TOTAL 400 Claims to Checks 20 Total 531,940.48 Manual Held Total 531,940.48

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	190021	10/16/2018	10/04/2018			102,670.46	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	FLATE RATE 9/01 - 9/15/2018	000963332A	09/30/2018		49,900.00
404-677-693	SEP 2018 RES GARBAGE (6288)	0000963332	09/30/2018		52,770.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	190029	10/16/2018	10/08/2018			282.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	SEP 2018 94 @ 3.00	3496	09/30/2018		282.00

FUND TOTAL 404 Claims to Checks 2 Total 102,952.46 Manual Held Total 102,952.46

Docket of Claims
Release date from 10/16/2018 thru 10/16/2018

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	61	Total	348,342.38	Manual	Held	Total	348,342.38
FUND 157	Claims	to	Checks	1	Total	474.05	Manual	Held	Total	474.05
FUND 171	Claims	to	Checks	1	Total	500.00	Manual	Held	Total	500.00
FUND 176	Claims	to	Checks	8	Total	1,790.72	Manual	Held	Total	1,790.72
FUND 400	Claims	to	Checks	20	Total	531,940.48	Manual	Held	Total	531,940.48
FUND 404	Claims	to	Checks	2	Total	102,952.46	Manual	Held	Total	102,952.46
Total for all Funds			Checks	93	Total	986,000.09	Manual	Held	Total	986,000.09

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: October 16, 2018
Title: Receive September 2018 Privilege License Report

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

Summary Explanation: Receive September 2018 Privilege License Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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. 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 September 2018 is hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 16, 2018.

		City of Gautier		
		Business Registry		
		September 2018		
ACCOUNT#	**LICENSE #**	**BUSINESS NAME/OWNER**	**AMOUNT**	**STATUS**
862	2019-08-0006018	Studio 1 Productions	$20.00	Delinquent
1283	Closed	Bernadette's Engagements	$0.00	Closed
1334	2019-09-0006019	Food Express LLC	$40.00	Current
1501	2019-09-0006020	Wild Lee's Auto Sales	$20.00	New
1231	2019-09-0006021	Jeffery Knight DDS Family	$20.00	Current
524	2019-09-0006022	McClure's Comfort Zone	$20.00	Current
557	2019-09-0006023	Awesome Maint. & Janitorial Svc.	$20.00	Current
1170	2019-09-0006024	Grand View Security LLC	$20.00	Current
1336	2019-09-0006025	Martin Bluff Laundromat	$20.00	Current
516	2019-09-0006026	Condrad Yelvington Dist.	$30.00	Current
917	2019-05-0006027	H&R Cabinets	$22.40	Delinquent
1282	2019-09-0006028	Jennart Ad Design, LLC	$20.00	Current
1502	2019-09-0006029	A Kut Above Tree Service Inc	$20.00	New
1335	2019-09-0006030	Fred's Store #2028	$395.00	Current
1503	2019-09-0006031	Hammer and Stain MS Gulf Coast	$20.00	New
532	2019-09-0006032	O'Bryant- O'Keefe Funeral Home	$20.00	Current
1094	2019-09-0006033	Hot Nails	$30.00	Current
513	2019-09-0006034	McDonald's #5595	$30.00	Current
1084	2019-07-0006035	Tiki Restaurant, Lounge	$56.61	Delinquent
511	2019-09-0006036	Primo Engineering	$20.00	Current
1504	2019-09-0006037	Roy Rogers Communications	$30.00	New
324	2019-03-0006038	Faithfully Yours Learning Center	$23.00	Delinquent
1281	2019-08-0006039	Keesler Federal Credit Union	$33.00	Delinquent
1449	2019-09-0006040	Happy Noodle Asian Cuisine	$35.00	Current
792	2019-09-0006041	Santa Maria RV Resort & Marina	$20.00	Current
261	2019-09-0006042	Dugger Pediatric Clinic	$20.00	Current
1165	2019-08-0006043	Quality Coin Laundry	$38.50	Delinquent
533	2019-09-0006044	Gautier Automotive	$20.00	Current

879	2019-10-0006045	Hurd Realty	$20.00	Current
867	2019-09-0006046	Regency of Mississippi	$20.00	Current
1285	2019-10-0006047	Walden Auto Repair	$20.00	Current
		Total:	$1,123.51	
		New Business	4	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewals Issued	6	

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 Ext. 316**

Summary Explanation: Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights to be delivered on October 30th and ending October 31st for security purposes during the annual Trunk or Treat.

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 Mississippi Gulf Coast Community College has requested from the City the use of two portable lights for the annual Trunk or Treat from October 30, 2018 through October 31, 2018 for security purposes; and

WHEREAS, the City has authority to provide said equipment to an entity such as the community college pursuant to Miss. Code Ann. § 21-19-49;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of two portable lights for the annual Trunk or Treat from October 30, 2018 through October 31, 2018 for security purposes 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	10/04/2018
Subject:	Approval of a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights for the annual Community Trunk or Treat

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REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights to be delivered on October 30th and picked up on October 31st for the purpose of providing lighting for security purposes during the annual Community Trunk or Treat.

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the annual Trunk or Treat for the local community. Last year's event had over 3,000 attendees. The event offers fun & free activities including: trunk or treat, children's games & activities arts & crafts, face painting, and children's costume contest.

DISCUSSION:

In an effort to have a safe event for the community, Mississippi Gulf Coast Community College is in need of additional lighting for security purposes during the annual community Fall Festival and Trunk-or-Treat.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the use of two sets of portable lights to be delivered to MGCCC on October 30th and picked up on October 31st.

The City Council may:

1. Approve the use of two sets of portable lights to be delivered to MGCCC on October 30th and picked up on October 31st; or

2. Not approve the use of two sets of portable lights to be delivered to MGCCC on October 30th and picked up on October 31st

ATTACHMENTS:

1. MGCCC Letter of Request

Mary S. Graham, President
www.mgccc.edu

MGCCC
Mississippi Gulf Coast Community College

Supported by Harrison, Stone, Jackson and George Counties

"Making a positive difference..."

October 3, 2018

Ms. Chassity Bilbo
City of Gautier
3330 Hwy 90
Gautier, MS 39553

Dear Ms. Bilbo,

We are requesting the temporary use of two sets of portable lights to assist with our lighting needs and security purposes for our Fall Festival/Trunk-or-Treat. We would need the lights to be delivered on Tues, October 30th for use that day. They will be ready for pick up on October 31st.

This is a community event that we hold annually. Last year, we had over 3,000 attendees. This year, we are expecting it to be even bigger with even more attendees.

Thank you in advance for your consideration in honoring this request.

Sincerely,

Tammy Franks

Tammy Franks, Ph.D.
Vice President
Jackson County Campus

TF/ad

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Authorization to waive the deposit ($100) and rental fee ($150) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization to waive the deposit ($100) and rental fee ($150) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach

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

RESOLUTION APPROVING WAIVER OF BACOT PARK DEPOSIT AND FIELD RENTAL FEE FOR CHURCH FALL FESTIVAL AND FREE COMMUNITY OUTREACH TO BE HELD ON OCTOBER 27, 2018

WHEREAS, Providence Baptist Church will host a Church Fall Festival and Free Community Outreach on October 27, 2018 and has requested to host the function at Bacot Park; and

WHEREAS, Providence Baptist Church has requested that the City waive the deposit ($100.00) and rental fee ($150.00) associated with use of the Bacot Park fields; and

WHEREAS, the Mayor and Members of the Council have determined that Providence Baptist Church is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Providence Baptist Church has received more than the total amount waived by the City ($250.00) in the form of federal, state or private funding which will be used for this event;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the deposit ($100.00) and rental fee ($150.00) associated with use the Bacot Park fields for the Church Fall Festival and Free Community Outreach event on October 27, 2018 are hereby waived; 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/08/2018
Subject: Approval to waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach.

REQUEST:
The Recreation Department received a request from Providence Baptist Church to waive all associated field rental fees for its free Community Outreach Church Picnic at Bacot Park on October 27, 2018.

BACKGROUND:
Providence Baptist Church is located at 2021 Ladnier Rd Gautier and through local community support will host a Fall Festival and free community outreach for the public to enjoy.

DISCUSSION:
The Fall Festival and Community Outreach will include free food and games for everyone to enjoy. Providence Baptist Church is a 501c3 organization.

RECOMMENDATION:
The Recreation Department recommends that City Council waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach event. The 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 favorable notice the opportunities, possibilities, and resources of the City of Gautier.

The City Council may:
1. Approve to waive the deposit in the amount of ($100.00) and the rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach event; or

2. Not approve to waive the deposit in the amount of ($100.00) and rental fee in the amount of ($150.00) associated with the use of the field rentals at Bacot Park for Providence Baptist Church Fall Festival and free Community Outreach event.

ATTACHMENTS:
1. Letter of Request

Providence Baptist Church

2021 Ladnier Road
Gautier, MS 39553

October 6, 2018

To Whom it May Concern:

Providence Baptist Church is requesting Gautier City Council to waive all associated fees with the use of Bacot Park located at 2300 Ladnier Road. This event will be a Fall Festival and Community Outreach for local youth and will be held on Saturday October 27th from 3:00 pm to 7:00 pm. This event is made possible through Providence Baptist Church located at 2021 Ladnier Rd Gautier, MS and local community donors contributing fund in excess for $350.00.

For further information please contact Pastor Rev. Paul C. Ceasar 228-497-9031 or 228-497-5393.

Sincerely Yours,

Paul C Ceasar

Rev. Dr. Paul C. Ceasar

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting: October 16, 2018
Title: Approval of minutes from Regular Council Meeting held October 2, 2018

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

Summary Explanation: Approval of minutes from Regular Council Meeting held October 2, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held October 2, 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 October 16, 2018.

Tuesday
October 2, 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 October 2, 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
October 2, 2018 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

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

IV. Presentation Agenda

1. **Domestic Violence Awareness Month Proclamation**
2. **Small Business Saturday Proclamation**

V. Business Agenda

1. **Authorize pay adjustments for City Employees.**

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

2. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project.**

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

3. **Approval of Professional Service Agreement with Seymour Engineering**

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

4. **Discuss appointment of Mayor Pro Tem for FY 2018-2019**

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

5. **Approval of an Engagement Agreement between the City of Gautier and Local Government Services, LLC**

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

6. **Approval of Docket of Claims**

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

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

1. **Acceptance of a Certificate of Attendance from the Mississippi Municipal Court Clerk Conference for Donna Davis, Gautier Municipal Court Clerk**

2. **Approval of minutes from Recessed Budget Meeting held September 13, 2018 & Recessed Council Meeting held September 18, 2018.**

3. **Authorization to accept a monetary donation for The City of Gautier's Cruisin' Through the Decades Event**

4. **Approval of a Services Agreement for gardener services**

5. **Authorization to submit an application for FY 2018 Assistance to Firefighters Grant (AFG) funding**

6. **Approval of a Services Agreement for Grounds and Maintenance services**

7. **Receive August 2018 Finance Report**

8. **Authorization of City Petty Cash Fund**

9. **Approval of a prequalified list for Disaster-Related Debris Removal Assistance**

10. **Approval of a prequalified list for Disaster-Related Debris Monitoring Assistance**

11. **Resolution removing office equipment from Police Department inventory and declaring the equipment surplus**

12. **Authorization to ratify the execution of an Emergency - Watershed Protection Program Grant from NRCS**

13. **Authorization to advertise for a notice of finding of no significant impact and notice of intent to request for release of funds for CDBG Public Facilities grant application for Bemis Avenue project.**

14. **Authorization requested to purchase a 1990 Ford F-350 Flatbed Truck for $10.00 from the Jackson County Board of Supervisors**

15. **Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of September, 2018.**

16. **Authorization to accept monetary donation from Action Management LLC. for the economic development trip to Las Vegas for the ICSC Convention.**

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 October 16, 2018 @ 6:30 PM
www.gautier-ms.gov

Meeting was called to order by Mayor Phil Torjusen at 6:30 PM

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

1. Add Business Agenda Item #7- Approval of the 2018 Gautier Mullet & Music Fest Limited Use Agreement and Sponsorship.

2. Add the Revised minutes for September 13th and 18th to Consent Agenda Item #2.

3. Attach the Retail Strategies Agreement to Order Number 177-2018 to September 18th, 2018 Minutes.

4. Correct the motion made by Councilman Colledge to Order Number 175-2018 that reflects the Peoples Bank as the secondary depository to September 18th, 2018.

Councilwoman Martin seconded the motion. The vote was 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

2. Office closed Monday, November 12, 2018 in observance of Veterans Day.

Presentation

1. Domestic Violence Awareness Month Proclamation

2. Small Business Saturday Proclamation

GAUTIER
MISSISSIPPI

Nature's Playground

2nd Saturday Farmers MARKET

FARMERS MARKET

FARM FRESH

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

902 DE LA POINTE DR.

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

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7(1), Veteran's Day is declared a legal holiday in the State of Mississippi; and

WHEREAS, Veteran's Day annually falls on November 11, which is on Sunday this year; and

WHEREAS, Section 3-3-7(1) declares that in the event Veteran's day shall fall on Sunday, then the next following day shall be a legal holiday:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby make known that offices of the State of Mississippi shall be closed on Monday November 12, 2018, in further observance of Veteran's Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE at the Capitol, in the City of Jackson, this the 20th day of September, in the year of our Lord two thousand and eighteen, and in the two hundred and forty-third year of the Independence of the United States of America.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, violence against women and children continues to become more prevalent as a social problem due to the imbalance of power due to gender and age; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, and societal barriers; and supported by societal indifference; and

WHEREAS, the problems of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systemic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, it is fitting to set aside a special time to bring this issue to the attention of all Mississippians so they can become better informed and involved in programs to eliminate this epidemic from our society; and

WHEREAS, the impact of domestic violence is wide ranging directly affecting women, men and children and society as a whole; and

WHEREAS, it is domestic violence victims themselves who have been in the forefront of efforts to bring peace and equality to the home;

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim the month of October, 2018 as:

DOMESTIC VIOLENCE AWARENESS MONTH

And encourage the citizens of our area to observe this moth by joining friends, fellow employees and school, religious, and civic groups in projects that will benefit our community in the fight to stop DOMESTIC VIOLENCE.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the __2nd__ day of October, 2018.

Signed_____

Phil Torjusen, Mayor

CITY OF GAUTIER
PROCLAMATION

WHEREAS, the government of Gautier, Mississippi celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

WHEREAS, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

WHEREAS, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

WHEREAS, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

WJEREAS, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

WHEREAS, The City of Gautier, Mississippi supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim, November 24, 2018, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 2nd day of October, 2018.

Signed_____

Phil Torjusen, Mayor

City Manager, Paula Yancey, left the Council Chambers at 6:42 PM.

Councilman Colledge made the motion to authorize pay adjustments for Administrative, Police, and Fire department personnel as allocated and approved in the City of Gautier FY 2019 Budget, as presented. Councilwoman Martin seconded the motion. The 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 185-2018

WHEREAS, the Mayor and Council Members adopted a budget for FY 2019, which included pay adjustments allocated and approved for Administrative, Police and Fire Department personnel in the City of Gautier; and

WHEREAS, the Mayor and Council Members hereby find that these pay adjustments are in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that pay adjustments allocated and approved for Administrative, Police and Fire Department personnel in the City of Gautier FY 2019 Budget are hereby authorized.

IT IS FURTHER ORDERED that said pay adjustments, including merit based adjustments, will be effective on the first pay cycle of October 05, 2018. The merit adjustments budgeted per the Fire Union contract will be awarded based on receipt of appropriate documentation.

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 October 2, 2018.

City Manager, Paula Yancey, returned to Council Chambers at 6:44 PM.

Councilwoman Martin made the motion to enter into a Professional Service Agreement with Seymour Engineering for work associated with the Town Commons Park Project, as presented, in the amount not to exceed over $46,400. Councilman Jackson seconded the motion. The 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 186-2018

WHEREAS, the Mississippi State Legislature awarded the City of Gautier a total of $500,000 to go toward Town Commons Park through Senate Bill 2002, 2018 First Extraordinary Session, which will be coupled with additional funds available through Tidelands; and

WHEREAS, Seymour Engineering has offered to provide professional services, including environmental permitting and preliminary design, as indicated in the attached contract; and

WHEREAS, the Mayor and Council Members hereby find that entering this professional services agreement is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project in an amount not to exceed $46,400 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 Jackson** 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 October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/25/2018
Subject: Town Commons Park – Professional Services Agreement with Seymour Engineering

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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 Town Commons Park Project in an amount not to exceed $46,400.

BACKGROUND:
The Mississippi State Legislature awarded the City a total of $500,000 to go toward Town Commons Park through Senate Bill 2002, 2018 First Extraordinary Session. Additional funds are available through Tidelands.

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, concession stands, sidewalks, parking, a water feature, etc. in Phase I.

DISCUSSION:
Seymour will provide services including environmental permitting and preliminary design.

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 Town Commons Park Project in an amount not to exceed $46,400.

The City Council may:
1) Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project as presented; or
2) Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project as presented.

ATTACHMENTS:
1. Town Commons Park PSA

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 the new Gautier Town Center Complex 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.

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 A.

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 OWNERS 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 Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.2 Exhibit B Payments to Engineer, consisting of 1 page.

5.3 This Agreement (consisting of pages 1 to 6, 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: DATE:

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER

ADDRESS FOR GIVING NOTICES:

3330 US-90
GAUTIER, MS 39553

_____ _____

ENGINEER: DATE:

MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING

ADDRESS FOR GIVING NOTICES:

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

EXHIBIT A

STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	$160.00/HOUR
ENGINEER (P.E.)	$150.00/HOUR
ENGINEER (E.I.T.)	$130.00/HOUR
PROJECT MANAGER	$130.00/HOUR
ENVIRONMENTAL SCIENTIST	$110.00/HOUR
SENIOR ENGINEERING TECHNICIAN	$ 95.00/HOUR
ENGINEERING TECHNICIAN	$ 95.00/HOUR
TECHNICIAN/INSPECTOR	$ 75.00/HOUR
DESIGN/CADD TECHNICIAN	$ 95.00/HOUR
DRAFTSMAN (CADD)	$ 75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	$ 60.00/HOUR
CLERICAL	$ 40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	$105.00/HOUR
SURVEY ASSISTANT	$ 70.00/HOUR
SURVEY CREW (TWO-MAN)	$130.00/HOUR
SURVEY CREW (THREE-MAN)	$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	$145.00/HOUR
HYDROGRAPHIC SURVEY CREW	$160.00/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 B
PAYMENTS TO ENGINEER

PROPOSAL FOR

ENVIRONMENTAL PERMITTING & PRELIMINARY DESIGN
GAUTIER TOWN CENTER COMPLEX
PHASE I

I. ENVIRONMENTAL PERMITTING

Prepare and submit the required Joint Application to the Mississippi Department of Marine Resources and the United States Army Corps of Engineeers to secure the necessary permitting approval for the project scope.

Note: If the DMR or USACE request an updated Wetland Delineation, Cultural Resources Survey or other items not included within this Agreement, a Supplemental Agreement to perform such shall be sumbitted for approval.

COST: <u>LUMP SUM $7,500.00</u>

II. PRELIMINARY DESIGN

- In consultation with OWNER determine the general scope, extent and character of the Project.
- Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings and outline specifications of the Project.
- Advise OWNER if additional data or services are necessary and assist OWNER in obtaining such data and services.
- Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

- Furnish two copies of the above Preliminary Design documents and present and review them in person with OWNER.

COST: <u>LUMP SUM $38,900.00</u>

Councilwoman Martin made the motion to approve the Professional Service Agreement with Seymour Engineering, at the amount not to exceed the annual budget for engineering, as presented. Councilman Anderson seconded the motion. The 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 187-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the professional service agreement with Seymour Engineering to provide engineering assistance on small jobs as needed without having a contract 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 Anderson** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: October 2, 2018
Subject: Approval of the General Services Agreement with the City of Gautier and Seymour Engineering

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REQUEST:
The City Manager requests the City Council approve the Professional Service Agreement made between the City of Gautier and Seymour Engineering.

BACKGROUND:
From time to time, the need arises for an engineer to look at small jobs and make recommendations as to how they can resolve by public works. This includes drainage, ditches, culverts, and water and sewer issues. The need also arises surveys and easements.

DISCUSSION:
In the past, Seymour has assisted in resolving issues such as those described above gratis. We have included an engineering budget in the enterprise fund in the event we need advice on small items. This contract would enable the City Manager to ask for engineering assistance on small jobs as needed without having a cumbersome contract on each and every item. The City manager will operate within the Engineering budget the Council approved on such small items.

RECOMMENDATION:
The City Manager recommends the City Council approve the Professional Service Agreement between the City of Gautier and Seymour Engineering.

The City Council may:
1. Approve the Professional Service Agreement between the City of Gautier and Seymour Engineering;
2. Not approve the Professional Service Agreement between the City of Gautier and Seymour Engineering.

Attachments:
1. Contract Agreement for Professional Services between City of Gautier and Seymour Engineering, PLLC.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GAUTIER AND
SEYMOUR ENGINEERING, PLLC

The AGREEMENT made this ___ day of _____, 2018, by City of Gautier, hereinafter referred to as the OWNER, and Seymour Engineering, PLLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS, the OWNER selected ENGINEER as the City Engineer to furnish miscellaneous studies, field investigations, reports, reviews, design, construction phase and other assigned responsibilities to support the OWNER in the municipal operation of the City, hereinafter referred to as PROFESSIONAL Services; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for the PROFESSIONAL SERVICES.

ARTICLE I - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall perform the work under this AGREEMENT in accordance with the following:

ARTICLE II - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have sole responsibility for and furnish all necessary labor, direct and indirect cost to perform and complete the PROFESSIONAL SERVICES which may be requested by the OWNER.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be a 12-month period commencing on _____, 2018.

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER at the Standard Hourly Rates (including reimbursable) as shown in Exhibit A attached to this AGREEMENT.

2. The ENGINEER shall submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

ARTICLE V - LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.

2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage.

   2.1 Professional errors and omissions coverage with a limit of $1,000,000.00 per occurrence.

   2.2 Workmen's Compensation and Employer's Liability Insurance and any other insurance coverage as may be required by law in the State of Mississippi.

   2.3 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damage to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT. The limits of liability shall not be less than the following:

Bodily Injury	$500,000.00 each person $500,000.00 each occurrence
Property Damage	$500,000.00 each occurrence

   2.4 Comprehensive General Liability:

   This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising out of any act, or omission to act, of the ENGINEER or any of its agents, employees or subcontractors.

   The limits of liability shall not be less than the following:

Bodily and Personal Injury	$300,000.00 each person $1,000,000.00 each occurrence
Property Damage	$500,000.00 each occurrence $500,000.00 aggregate

   2.5 The insurance coverage specified above shall constitute minimum requirements.

DRAFT

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi, or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.

4. ENGINEER agrees to indemnify owner for any and all claims, damages, legal fees and expenses incurred arising out of or caused by any acts or omissions of ENGINEERS, its agents and employees under the AGREEMENT.

5. ENGINEER shall be construed to be an independent consultant.

ARTICLE VI - CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER, such amendments shall be made a part of the AGREEMENT.

2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

ARTICLE VII - MISCELLANEOUS

All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards, and shall be subject to inspection and acceptance of the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

This AGREEMENT (consisting of Pages 1 to 3 inclusive) together with the Exhibits identified herein constitute the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled 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.

ACCEPTED FOR OWNER:	ACCEPTED FOR ENGINEER:
CITY OF GAUTIER	SEYMOUR ENGINEERING, PLLC
_____	_____
ATTEST	ATTEST
_____	_____

DRAFT

EXHIBIT A

SEYMOUR ENGINEERING

STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	$150.00/HOUR
ENGINEER (P.E.)	$140.00/HOUR
PROJECT MANAGER	$125.00/HOUR
ENGINEER (E.I.T.)	$100.00/HOUR
ENVIRONMENTAL SCIENTIST	$ 95.00/HOUR
SENIOR ENGINEERING TECHNICIAN	$ 85.00/HOUR
TECHNICIAN/INSPECTOR	$ 75.00/HOUR
DESIGN/CADD TECHNICIAN	$ 75.00/HOUR
DRAFTSMAN (CADD)	$ 65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	$ 50.00/HOUR
CLERICAL	$ 40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	$ 85.00/HOUR
PARTY CHIEF	$ 70.00/HOUR
SURVEY ASSISTANT	$ 60.00/HOUR
SURVEY CREW (TWO-MAN)	$125.00/HOUR
SURVEY CREW (THREE-MAN)	$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	$145.00/HOUR
HYDROGRAPHIC SURVEY CREW	$150.00/HOUR

REIMBURSABLE

Travel, lodging, shipping and reproduction costs shall be reimbursable expenses billed to the project.

DRAFT

A discussion was held regarding the appointment of Mayor Pro Tem FY 2018-2019.

Councilwoman Martin resigned from her position as Mayor Pro Tem.

Councilman Colledge made the motion to appoint Councilman Jackson for the position as Mayor Pro Tem for FY 2018-2019. Councilman Vaughan seconded the motion. After further discussion, the motion failed. Ayes were Councilman Colledge and Councilman Vaughan. Nays were Mayor Torjusen, Councilwoman Martin, Councilman George, and Councilman Anderson. Councilman Jackson abstained from the vote.

Councilman George made the motion to appoint Councilwoman Martin for the position as Mayor Pro Tem for FY 2018-2019. Councilman Anderson seconded the motion. The vote was carried by majority. Ayes were Mayor Torjusen, Councilwoman Martin, Councilman George, and Councilman Anderson. Councilman Vaughan voted Nay. Councilman Jackson and Councilman Colledge abstained from the vote.

Councilman Colledge made the motion to enter into an Engagement Agreement with Local Government Services, LLC., for professional services associated with cable television and telecommunication franchise issues, as presented. Councilman Anderson seconded the motion. The 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 188-2018

WHEREAS, Local Government Services and its subcontractors have offered to assist the City of Gautier with negotiating and drafting agreements, and/or amendments associated with Cable/Telecommunication Franchises, for the City submitted by Telepak Networks, Inc.; and

WHEREAS, the City of Gautier will receive an itemized statement of its account from LGS on a monthly basis, which summarizes the services rendered and the costs and expenses incurred on the City's behalf; and

WHEREAS, the estimated cost will not exceed $4,000.00 with LGS obtaining prior approval for the City of Gautier to incur additional cost; and

WHEREAS, LGS assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City of Gautier; and

WHEREAS, the Mayor and Council Members hereby find that entering this engagement agreement is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the engagement agreement with Local Government Services, LLC for negotiating and drafting agreements, and/or amendments associated with Cable/Telecommunication Franchises 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 **Councilman Colledge** seconded by **Councilman Anderson** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

ENGAGEMENT AGREEMENT

This Engagement Agreement sets forth an agreement between the City of Gautier, Mississippi ("City") located at 3330 Highway 90, Gautier, Mississippi 39553 and Local Government Services, LLC ("LGS) located at 127 Laurelwood Lane, Dahlonega, Georgia 30533 concerning cable television and Telecommunication franchise issues.

1. LGS and its subcontractors shall assist the City with negotiating and drafting agreements, and/or amendments associated with Cable/Telecommunication Franchises, for the City as submitted by Telepak Networks, Inc. Greg Fender the owner of LGS will serve as the primary consultant responsible for all services. LGS will use its best judgment to determine the most economical use of attorneys and staff personnel.

2. The City will receive an itemized statement of its account from LGS on a monthly basis, which summarizes the services rendered and the costs and expenses incurred on the City's behalf. Bills are based on the following hourly rates:

   Greg Fender, consultant: $275.00
   Brian Grogan, attorney: $400.00

   Time is billed by the one-tenth of an hour, which is the minimum time charged for any service. Billed time includes all time spent on the City's behalf in connection with the matter referenced above, including conferences, telephone calls, drafting and reviewing of documents and memoranda, preparing and reviewing of correspondence, negotiations, legal research, interoffice conferences, and travel to and from locations away from offices. The estimated cost will not exceed $4,000.00 without LGS obtaining prior approval from the City to incur additional cost.

3. The City will reimburse LGS for all reasonable and necessary costs and expenses which we incur on the City's behalf. These costs and expenses include charges for photocopying, long-distance telephone calls, delivery and messenger services, travel, food and lodging.

4. The periodic statement of account which the City will receive from LGS will include a brief description of activity performed on behalf of the City. All balances on the City's account are due thirty (30) days after the date of the statement.

5. LGS assures that its services will be accomplished in a timely manner and with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom LGS will contact and who will regularly review, discuss, and meet with LGS regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with LGS to facilitate the performance of services by LGS and to ensure that all information and issues required for review by LGS are made available to LGS.

6. This Agreement may be terminated for any reason by either the City or LGS upon giving thirty (30) days written notice to the other. If such notice is given to LGS, it shall immediately cease work. All fees and costs incurred to the date of receipt of the notice will be paid to LGS. Otherwise, there shall be no further liability to LGS.

7. This Agreement contains all of the terms of the services and financial arrangement between the City and LGS and can only be modified by a written document signed by both parties.

8. Each party shall bear the full responsibility for liability for the acts, errors, or omissions of its officers, agents, employees or subcontractors. The City shall not bear any responsibility for the liability for the acts, errors, or omissions of LGS, its officers, agents, employees or subcontractors.

9. This agreement shall be construed under the laws of the State of Mississippi and any action concerning this Agreement shall be brought in County of Jackson Mississippi state court.

LOCAL GOVERNMENT SERVICES, LLC

Dated: October_____ 2018 By_____
Member

CITY OF GAUTIER, MISSISSIPPI

Dated: October _____2018 By_____
Mayor

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. The 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 189-2018

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: **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 October 2, 2018.

Docket of Claims
Release date from 10/02/2018 thru 10/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	183079	10/02/2018	09/17/2018			79.49	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 SEPT 2018 SUBSTN: #107718827			09012018	09/08/2018			79.49
001	C SPIRE WIRELESS	183091	10/02/2018	09/18/2018			555.39	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 POLICE CELLS			0032680896	09/12/2018			555.39
001	CABLE ONE INC	183092	10/02/2018	09/18/2018			205.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 SEPT 2018: #107718371			09012018	09/08/2018			205.11
001	CABLE ONE INC	183093	10/02/2018	09/18/2018			56.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 SEPT CABLE BOX: #118476316			09012018	09/08/2018			56.20
001	SOUTHERN PEST CONTROL INC	183113	10/02/2018	09/20/2018			403.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 CITY FACILITIES			335573	09/19/2018			403.30
001	DELTA COMPUTER SYSTEMS INC	183114	10/02/2018	09/21/2018			485.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 ACCTG SOFTWARE MAINT			MN131449	09/15/2018			335.00
	001-092-698 VOTER REG SOFTWARE MAINT			MN131449	09/15/2018			20.00
	001-092-698 PRIV LICENSE SOFTWATE MAINT			MN131450	09/15/2018			130.00
001	AT&T	183115	10/02/2018	09/21/2018			2,872.76	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284978000	09/14/2018			2,872.76
001	MS MUNICIPAL LEAGUE	183116	10/02/2018	09/24/2018			5,872.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-682 FY 2019 MEMBERSHIP DUES			28285	08/03/2018			5,872.00
001	GULF REGIONAL PLANNING COMMISSION	183117	10/02/2018	09/24/2018			8,477.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-643 FY 2019 ANNUAL FEE			FY 2019	07/12/2018			8,477.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	183118	10/02/2018	09/24/2018			833.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-642 AUG 2018 CLUB SUPPORT			08312018	09/18/2018			833.37
001	LEADSONLINE LLC	183120	10/02/2018	09/24/2018			2,148.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 TOTALTRACK RENEWAL			246742	08/01/2018			2,148.00
001	IDENTI-KIT SOLUTIONS	183121	10/02/2018	09/24/2018			408.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 ANNUAL LICENSE			106414	09/01/2018			408.00

Docket of Claims
Release date from 10/02/2018 thru 10/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES PURCHASE POWER	183122	10/02/2018	09/24/2018			1,225.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 POSTAGE METER			0434-6213	08/20/2018			1,225.00
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	183123	10/02/2018	09/24/2018			422.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 LEASE PMT: POSTAGE MACHINE			3307026372	09/05/2018			422.97
001	FUELMAN	183124	10/02/2018	09/24/2018			4,276.81	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-525 UNL FUEL			NP54238774	09/17/2018			49.87
	001-100-525 UNL FUEL			NP54238774	09/17/2018			2,745.55
	001-100-525 FRAUDULENT CHGS: CLONED CARD			NP54238774	09/17/2018			662.59
	001-161-525 UNL & DSL FUEL			NP54238774	09/17/2018			601.59
	001-170-525 UNL FUEL			NP54238774	09/17/2018			166.59
	001-205-525 UNL FUEL			NP54238774	09/17/2018			50.62
001	JACKSON COUNTY CHAMBER OF COMMERCE	183125	10/02/2018	09/24/2018			2,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-643 FY 2019 MEMBERSHIP			1499	08/01/2018			2,000.00
001	SPECIAL RISK INSURANCE COMPANY	183126	10/02/2018	09/24/2018			2,606.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 RENEWAL: RESERVE ACCIDENT INS			845	09/12/2018			2,606.00
001	RETAIL STRATEGIES LLC	183128	10/02/2018	09/24/2018			20,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 CONSULTING SERVICES			401-1A	09/19/2018			20,000.00
001	AUSTIN GRAHAM	183130	10/02/2018	09/24/2018			504.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: FF-1001			10222018	10/22/2018			504.00
001	JAYDEN GILLESPIE	183133	10/02/2018	09/24/2018			504.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: FF-1001			10222018	10/22/2018			504.00
001	AT&T	183148	10/02/2018	09/25/2018			108.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284977070	09/14/2018			108.67
001	AT&T	183149	10/02/2018	09/25/2018			176.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284972172	09/14/2018			176.06
001	AT&T	183150	10/02/2018	09/25/2018			31.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC TELECOM SERVS			2284970262	09/14/2018			31.70

Docket of Claims
Release date from 10/02/2018 thru 10/02/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	183151	10/02/2018	09/25/2018			60.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 ANALYTICAL FEES 90070818 09/04/2018							60.00
001	FUELMAN	183157	10/02/2018	09/25/2018			3,507.64	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-525 UNL FUEL NP54270179 09/24/2018							57.60
	001-100-525 UNL FUEL NP54270179 09/24/2018							2,734.24
	001-161-525 UNL & DSL FUEL NP54270179 09/24/2018							445.04
	001-170-525 UNL FUEL NP54270179 09/24/2018							142.47
	001-205-525 UNL & DSL FUEL NP54270179 09/24/2018							128.29
001	COMM-TECH SOLUTIONS INC	183158	10/02/2018	09/25/2018			225.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-639 REPAIR PHONE LINES:DISPATCH 16143 09/19/2018							225.00
001	ROBERT E AMONETT JR	183159	10/02/2018	09/25/2018			300.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 PAINT EVENT: CRUISING 09302018 09/30/2018							300.00
001	DARWIN VAN NELSON	183160	10/02/2018	09/25/2018			800.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 EMCEE & PERFORM (DOUBLE DEE) 1 09/14/2018							800.00
001	GLOBALSTAR	183161	10/02/2018	09/25/2018			82.66	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 1009708118 09/16/2018							82.66
001	JERALD H SAVELL	183162	10/02/2018	09/25/2018			500.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 TRAIN RIDE 300 09/30/2018							500.00
001	SIX STRING ANDREW	183163	10/02/2018	09/25/2018			575.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 PERFORM 1 HOUR: CRUISING 1 09/11/2018							575.00
001	STEVEN DEREK NORSWORTHY	183164	10/02/2018	09/25/2018			800.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 PERFORM: CRUISING 18 09/10/2018							800.00
001	AMANDA O JONES	183165	10/02/2018	09/25/2018			800.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 "WAYWARD JONES" PERFORMANCE 001 09/10/2018							800.00
001	THE CATDADDYZ LLC	183166	10/02/2018	09/25/2018			800.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-512 PERFORM: CRUISING 09302018 09/17/2018							800.00

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001	ELEKTRA TECH ENTERTAINMENT	183167	10/02/2018	09/25/2018			2,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 PRODUCTION SERVICES: CRUISING			09302018	08/08/2018			2,000.00
001	FOSTERS A/C & HEATING INC	183169	10/02/2018	09/25/2018			474.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 ESA CLEANING: CITY HALL (6)			P1035076	09/20/2018			474.50
001	FOSTERS A/C & HEATING INC	183170	10/02/2018	09/25/2018			217.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 ESA CLEANING: SR CENTER (2)			P1035078	09/20/2018			302.50
	001-170-698 CREDIT ON ACCOUNT			P1035078	09/20/2018			-85.00
001	TYLER TECHNOLOGIES INC	183171	10/02/2018	09/25/2018			1,038.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 E-GOV IPAD APP: SOFTWARE MAINT			025-235372	09/10/2018			346.00
	001-090-698 E-GOV SERVER: SOFTWARE MAINT			025-235372	09/10/2018			692.00
001	SINGING RIVER ELECTRIC COOPERATIVE	183180	10/02/2018	09/26/2018			812.82	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 BROWN FD 95237002			09152018	09/24/2018			306.00
	001-161-631 MARTIN BLUFF FD 58380001			09162018	09/25/2018			251.32
	001-201-629 SIGNAL LIGHTS 17546			09162018	09/25/2018			32.49
	001-092-631 CITY LIMIT SIGN 17546			09162018	09/25/2018			24.29
	001-100-631 MBLUFF SUB STN 58521002			09162018	09/25/2018			198.72
001	MS FIRE ACADEMY	183182	10/02/2018	09/26/2018			1,481.59	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 NFPA 1021 FIRE OFCR: HERMES			26569	09/14/2018	180868		280.58
	001-161-681 PUBLIC INFO OFCR: ODOM			26640	09/18/2018	180947		350.00
	001-161-681 DRV/OPER CRS 1002: ANSEMAN			26713	09/19/2018	181046		163.67
	001-161-681 DRV/OPER CRS 1002: KOZLOWSKI			26713	09/19/2018	181046		163.67
	001-161-681 DRV/OPER CRS 1002: NORTHINGTON			26713	09/19/2018	181046		163.67
	001-161-681 ENG COMPANY OPER: LORENZO			26740	09/20/2018	181024		360.00
001	BELL AUTO PARTS INC	183183	10/02/2018	09/26/2018			1,484.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 CONT DUTY SOLENOID: E3			42764	09/10/2018	181198		30.87
	001-161-638 CAB LIFT MOTOR: E3			42764	09/10/2018	181198		191.20
	001-170-639 PRIMARY CLUTCH: JD GATOR			42763	09/07/2018	181152		797.15
	001-170-639 EXMARK BLADE (8)			42796	09/21/2018	181218		137.76
	001-170-639 KUBOTA BLADE (6)			42796	09/21/2018	181218		93.78
	001-170-639 SCAG BLADE (12)			42796	09/21/2018	181218		233.52
001	GULF COAST BUSINESS SUPPLY CO	183184	10/02/2018	09/26/2018			107.78	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-510 CS/96 TISSUE			175560	09/19/2018	181226		27.72
	001-092-510 CS/6 ULTRA BLEACH			175560	09/19/2018	181226		22.43
	001-092-510 CS/4 BMF TOWEL (3)			175560.1	09/20/2018	181226		57.63

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001	CUSTOM PRODUCTS CORPORATION	183185	10/02/2018	09/26/2018			407.49	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-565 30X30 STOP SIGN (6)			309761	09/13/2018	181212		289.56
	001-201-565 30X30 DEAD END SIGN (2)			309761	09/13/2018	181212		98.02
	001-201-565 SHIPPING			309761	09/13/2018	181212		19.91
001	MS TROPHY LLC	183186	10/02/2018	09/26/2018			31.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 NAME/SERVING BAR: BLEVINS			10994	09/18/2018	181145		28.20
	001-100-535 POSTAGE			10994	09/18/2018			3.50
001	SOUTHERN PIPE & SUPPLY	183187	10/02/2018	09/26/2018			26.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 CLOSET REPAIR KIT			2300115400	09/10/2018	181199		26.77
001	GOODYEAR AUTO CENTER	183188	10/02/2018	09/26/2018			623.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 P225/60R18 EAG RS-A			204226	09/14/2018	181216		513.28
	001-100-638 MOUNT/BALANCE			204226	09/14/2018	181216		52.00
	001-100-638 WHEEL ALIGNMENT			204226	09/14/2018	181216		54.00
	001-100-638 WASTE TIRE FEE: U #30			204226	09/14/2018			4.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	183190	10/02/2018	09/26/2018			139.26	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-500 CLASS FOLDERS LEGAL BX			3390028055	09/14/2018	181213		37.52
	001-022-500 HP 950XL HYBLK/951 4/PK			3390028055	09/14/2018	181213		101.74
001	DOWNTOWN DECORATIONS INC	183191	10/02/2018	09/26/2018			4,363.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-702 BANNER DESIGN: BOAT (20)			28496	09/10/2018	181166		1,580.00
	001-170-702 BANNER DESIGN:M/CHRISTMAS (34)			28496	09/10/2018	181166		2,686.00
	001-170-702 SHIPPING			28496	09/10/2018	181166		97.64
001	SPORTABOUT	183192	10/02/2018	09/26/2018			760.25	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-512 STAFF T-SHIRT (65): CRUISING			6247	09/20/2018	181225		195.00
	001-170-502 FLAGS/BELTS (15): FLAG FTBL			6248	09/20/2018	181223		101.25
	001-170-502 FREIGHT			6248	09/20/2018	181223		12.00
	001-170-512 AWARD 4'3 TROPHY: CRUISING			6250	09/20/2018	181224		59.00
	001-170-512 AWARDS 3'2 TROPHY (7):CRUISING			6250	09/20/2018	181224		168.00
	001-170-502 YOUTH FTBL JERSEY (5)			6233	09/20/2018	181221		115.00
	001-170-502 FLAG FTBL TOP & SHORTS			6233	09/20/2018	181221		15.00
	001-170-502 FLAG FTBL SHORTS			6233	09/20/2018	181221		7.00
	001-170-502 SCREEN PRINT (22): CHEER TOPS			6249	09/20/2018	181222		88.00
001	MS GULF COAST COMMUNITY COLLEGE	183193	10/02/2018	09/26/2018			3,600.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 LEO ACADEMY TUITION:SEYMOUR, D			18-037	09/06/2018	181243		3,600.00

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001	APCO INTERNATIONAL INC	183194	10/02/2018	09/26/2018			329.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 PST-1 BASIC COMM:HENDERSON,J			538607	09/19/2018	181240		329.00
001	SOUTHERN TIRE MART LLC DEPT 143	183197	10/02/2018	09/26/2018			988.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 TIRE 315/80R22.5 FS40 20 PLY			12386029	09/20/2018	181233		493.47
	001-161-638 FETFGOV			12386029	09/20/2018	181247		-55.47
	001-161-638 TIRE CHANGE			12386029	09/20/2018			25.00
	001-161-638 VALVE STEM, STEEL			12386029	09/20/2018			6.95
	001-161-638 FEE TIRE DISPOSAL: E2			12386029	09/20/2018			7.00
	001-161-638 SERVICE CALL: E5			12386306	09/24/2018			50.00
	001-161-638 FEE, FUEL SURCHARGE			12386306	09/24/2018			10.00
	001-161-638 TIRE 12R22.5 FD663 RADIAL			12386306	09/24/2018			454.00
	001-161-638 WASTE TIRE FEE			12386306	09/24/2018			2.00
	001-161-638 TIRE CHANGE			12386306	09/24/2018			25.00
	001-161-638 VALVE STEM, STEEL			12386303	09/24/2018			6.95
	001-161-638 FET			12386303	09/24/2018			-36.76
001	SENTRY SPORTS A TO Z LLC	183198	10/02/2018	09/26/2018			39,206.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-751 TYPE B POLE ASSEMBLIES (2)			60	09/17/2018	180732		20,550.00
	001-201-751 TYPE D POLE ASSEMBLIES (2)			60	09/17/2018	180732		18,656.00
001	ECONOMY BOOTS SALES & SERVICE	183199	10/02/2018	09/26/2018			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 SZ DUTY BOOTS: WILLIAMS			41877	08/09/2018	181113		100.00
	001-100-535 SZ DUTY BOOTS: HOGGARD			41993	09/21/2018	181239		100.00
001	JERRY LEE'S	183200	10/02/2018	09/26/2018			80.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-559 CS BOTTLED WATER (30)			ACCT 31	09/18/2018	181227		80.70
001	AUDIOWAVE INC	183201	10/02/2018	09/26/2018			250.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-639 REPL SIREN/LIGHT CTRL:U #14435			49623	09/17/2018	181217		250.00
001	TRIDENT INSURANCE SERVICES	183203	10/02/2018	09/26/2018			5,837.68	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 DEDUCTIBLE: BRADLEY CLAIM			94973	09/17/2018			4,551.40
	001-092-625 DEDUCTIBLE: KNOX CLAIM			95038	10/01/2018			102.00
	001-092-625 DEDUCTIBLE: FULLER CLAIM			95107	10/01/2018			1,184.28

FUND TOTAL 1 Claims to Checks 57 Total 127,161.51 Manual Held Total 127,161.51

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130	MICHAEL BAKER INTERNATIONAL	183140	10/02/2018	09/24/2018			11,545.16	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	ENGINEERING: MARTIN BLUFF	1016761	06/15/2018		2,069.53
130-130-770	ENGINEERING: MARTIN BLUFF	1020270	07/19/2018		3,815.24
130-130-770	ENGINEERING: MARTIN BLUFF	1022632	08/16/2018		5,660.39

FUND TOTAL 130 Claims to Checks 1 Total 11,545.16 Manual Held Total 11,545.16

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	183141	10/02/2018	09/24/2018			1,800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
171-300-720	ENGINEERING PLANS & SPECS	6790	09/17/2018		1,800.00

FUND TOTAL 171 Claims to Checks 1 Total 1,800.00 Manual Held Total 1,800.00

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172	JACKSON-GEORGE REGIONAL LIBRARY	183068	10/02/2018	09/15/2018			1,546.01	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	SEP 2018	09/15/2018		1,546.01

FUND TOTAL 172 Claims to Checks 1 Total 1,546.01 Manual Held Total 1,546.01

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176	AD2 INC	183080	10/02/2018	09/17/2018			151.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 HOSTING FEE OCT 2018			3329	09/15/2018			36.50
	176-170-699 SHOPPING CART FEE OCT 2018			3329	09/15/2018			115.00
176	AT&T	183152	10/02/2018	09/25/2018			49.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 SEPT 2018: SSP INTERNET			285615432	09/11/2018			49.94
176	AT&T	183154	10/02/2018	09/25/2018			82.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 MONTHLY SERVICE			2284972244	09/14/2018			82.75
176	MALLETTE BROTHERS CONSTRUCTION INC	183181	10/02/2018	09/26/2018			1,525.24	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 44.86 LIMESTONE TN			19919	09/13/2018	181194		1,525.24

FUND TOTAL 176 Claims to Checks 4 Total 1,809.43 Manual Held Total 1,809.43

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	183142	10/02/2018	09/24/2018			4,312.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	300-600-603 / SERVICES: CONST ADMIN 100%			6791	09/17/2018			4,312.50
300	JE TALLEY CONSTRUCTION INC	183143	10/02/2018	09/24/2018			86,450.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	300-600-683 / DEBRIS REMVL: AREA 1,4,5			2	09/06/2018			82,130.11
	300-600-683 / TAIL DITCH: AREA 4			2	09/06/2018			4,320.00

FUND TOTAL 300 Claims to Checks 2 Total 90,762.61 Manual Held Total 90,762.61

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
301	SEYMOUR ENGINEERING PLLC	183144	10/02/2018	09/24/2018			2,400.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
301-600-603	ENG PLANS & SPECS	6788	09/17/2018		2,400.00

FUND TOTAL 301 Claims to Checks 1 Total 2,400.00 Manual Held Total 2,400.00

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302	SEYMOUR ENGINEERING PLLC	183145	10/02/2018	09/24/2018			1,080.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
302-301-603	ENG PLANS & SPECS	6789	09/17/2018		1,080.00

FUND TOTAL 302 Claims to Checks 1 Total 1,080.00 Manual Held Total 1,080.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	SEYMOUR ENGINEERING PLLC	183146	10/02/2018	09/24/2018			13,000.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
350-721-603	DESIGN/PERMITTING 50%	6786	09/17/2018		13,000.00

FUND TOTAL 350 Claims to Checks 1 Total 13,000.00 Manual Held Total 13,000.00

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354	SEYMOUR ENGINEERING PLLC	183147	10/02/2018	09/24/2018			6,640.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
354-722-603	TOPOGRAPHIC SURVEY	6787	09/17/2018		6,640.00

FUND TOTAL 354 Claims to Checks 1 Total 6,640.00 Manual Held Total 6,640.00

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400	CITY OF GAUTIER	183066	10/02/2018	09/15/2018			43,427.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-821 ST LNS #3 90/57 SWR			09102018	09/10/2018			7,877.45
	400-680-822 ST LNS #4 90/57 WTR			09102018	09/10/2018			10,948.67
	400-680-822 ST LNS #4 90/57 SWR			09102018	09/10/2018			9,019.22
	400-680-823 ST LNS #5 ALLEN RD			09102018	09/10/2018			2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR			09102018	09/10/2018			3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR			09102018	09/10/2018			9,665.99
400	AT&T	183081	10/02/2018	09/17/2018			58.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284972276	09/06/2018			58.28
400	IRBY'S ANSWERING SERVICE	183082	10/02/2018	09/17/2018			471.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 HOLIDAY CHARGES			277-090518	09/05/2018			12.00
	400-650-698 57 CALL OUTS: 8/8-9/4/18			277-090518	09/05/2018			26.79
	400-650-698 594 AGENT MTS: 8/8-9/4/18			277-090518	09/05/2018			155.84
	400-650-698 BASE RATE: 9/5-10/2/18			277-090518	09/05/2018			277.00
400	MSC 7511	183119	10/02/2018	09/24/2018			318.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 FGYJ00-01 RENTAL FEE			INV2675332	09/09/2018			166.49
	400-650-698 MPC4504 USAGE:B/W			INV2675332	09/09/2018			38.29
	400-650-698 MPC4504 USAGE:COLOR			INV2675332	09/09/2018			113.28
400	2012 GUD BONDS DEBT SERVICE	183129	10/02/2018	09/24/2018			20,725.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-816 OCT 2018 PRN PMT			10012018	09/30/2018			17,363.75
	400-680-817 OCT 2018 INT PMT			10012018	09/30/2018			3,361.25
400	BANCORPSOUTH EQUIPMENT FINANCE	183131	10/02/2018	09/24/2018			143,724.87	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-831 ENERGY SERVICES/WATER METERS			651372	09/13/2018			143,724.87
400	ARISTA INFORMATION SYSTEMS INC	183132	10/02/2018	09/24/2018			2,829.25	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 AUG 2018 STATEMENTS			26077	09/13/2018			1,129.25
	400-650-698 AUG 2018 POSTAGE			1425201809	09/13/2018			1,700.00
400	TYLER TECHNOLOGIES INC	183134	10/02/2018	09/24/2018			31,218.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 10/18-09/19 SUBSCRIPTION FEE			025-235372	09/10/2018			24,738.00
	400-650-698 10/18-09/19 ANNUAL USER FEE			025-235372	09/10/2018			6,480.00
400	AT&T	183155	10/02/2018	09/25/2018			128.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284974594	09/14/2018			128.70

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400	AT&T	183156	10/02/2018	09/25/2018			156.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284975234	09/14/2018			156.70
400	SINGING RIVER ELECTRIC COOPERATIVE	183178	10/02/2018	09/26/2018			1,952.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STATIONS 20649			09152018	09/24/2018			1,016.97
	400-651-631 LIFT STATIONS 28779			09152018	09/24/2018			89.56
	400-651-631 SCHOONER WELL 20688			09112018	09/20/2018			648.51
	400-651-631 LIFT STATIONS 20688			09112018	09/20/2018			197.66
400	SINGING RIVER ELECTRIC COOPERATIVE	183179	10/02/2018	09/26/2018			5,686.10	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 89627001			09162018	09/25/2018			75.20
	400-651-631 LIFT STNS 89702001			09162018	09/25/2018			34.18
	400-651-631 LIFT STNS 17881			09162018	09/25/2018			2,693.54
	400-651-631 WATER WELLS 17881			09162018	09/25/2018			2,883.18
400	C & M ELECTRIC MOTOR SERVICE INC	183189	10/02/2018	09/26/2018			1,959.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 7.5HP SUB PUMP: BARRACUDA			12068	09/06/2018	181230		1,798.60
	400-651-584 CAPACITOR (14): SPARES			12068	09/06/2018	181230		161.00
400	CORE & MAIN LP	183195	10/02/2018	09/26/2018			851.76	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 3/4X1/32 RB METER WASHER (200)			J427085	09/06/2018	181159		16.00
	400-651-581 3/4 NL CPLG PJ CTS (6)			J427085	09/06/2018	181159		87.96
	400-651-581 5/8X3/4 BMV PJCTSX MN NL (12)			J427085	09/06/2018	181159		427.68
	400-651-581 3/4 MIPXPJ NO LEAD (6)			J427085	09/06/2018	181159		72.24
	400-651-581 3/4 NL CPLG FIP XPJCTS (6)			J427085	09/06/2018	181159		81.36
	400-651-581 3/4 NL CPLG PJ CTS (6)			J469162	09/18/2018	181159		87.96
	400-651-581 3/4 METER CPLG NO LEAD (5)			J469162	09/18/2018	181159		22.30
	400-651-581 21" 4X5 BLUE MARK FLAG (200)			J440200	09/10/2018	181159		20.00
	400-651-581 3/4 METER CPLG NO LEAD			J440200	09/10/2018	181159		4.46
	400-651-581 3 PVC S40 CPLG HXH (12)			J440200	09/10/2018	181159		31.80
400	MUSCO-GULFPORT 1227	183196	10/02/2018	09/26/2018			13,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 5/8X3/4 COMP METER USG (75)			0612995	09/10/2018	181165		13,500.00
400	J H WRIGHT & ASSOCIATES INC	183202	10/02/2018	09/26/2018			2,610.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 KGSL-2301 GRINDER PUMP(2):SSP			P09753	09/11/2018	181202		1,800.00
	400-651-584 PUMPMASTER CONTROL FLOAT (2)			409753	09/11/2018	181202		130.00
	400-651-581 SERVICE: MALL WELL			409814	09/13/2018	181201		280.00
	400-651-582 INSTL RELAYS: MALL WELL CTRL			409838	09/13/2018	181214		400.00

FUND TOTAL 400 Claims to Checks 16 Total 269,617.76 Manual Held Total 269,617.76

Docket of Claims
Release date from 10/02/2018 thru 10/02/2018

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	57	Total	127,161.51	Manual	Held	Total 127,161.51
FUND 130	Claims	to	Checks	1	Total	11,545.16	Manual	Held	Total 11,545.16
FUND 171	Claims	to	Checks	1	Total	1,800.00	Manual	Held	Total 1,800.00
FUND 172	Claims	to	Checks	1	Total	1,546.01	Manual	Held	Total 1,546.01
FUND 176	Claims	to	Checks	4	Total	1,809.43	Manual	Held	Total 1,809.43
FUND 300	Claims	to	Checks	2	Total	90,762.61	Manual	Held	Total 90,762.61
FUND 301	Claims	to	Checks	1	Total	2,400.00	Manual	Held	Total 2,400.00
FUND 302	Claims	to	Checks	1	Total	1,080.00	Manual	Held	Total 1,080.00
FUND 350	Claims	to	Checks	1	Total	13,000.00	Manual	Held	Total 13,000.00
FUND 354	Claims	to	Checks	1	Total	6,640.00	Manual	Held	Total 6,640.00
FUND 400	Claims	to	Checks	16	Total	269,617.76	Manual	Held	Total 269,617.76
	Total for all Funds		Checks	86	Total	527,362.48	Manual	Held	Total 527,362.48

Councilman Colledge made the motion to approve the sponsorship of the 2018 Gautier Mullet & Music Festival in the form of a limited use agreement for the Singing River Mall site in support of the annual festival, as presented. Councilwoman Martin seconded the motion. The 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 190-2018

WHEREAS, the Gautier Mullet & Music Fest has requested that the City sponsor its annual Fall Festival; and

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2018 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that as a partial form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2018 Gautier Mullet & Music Fest pursuant to the attached Limited Use Agreement.

IT IS FURTHER ORDERED that the City intends to provide further support as sponsor of the event as will be described in a future order adopted by Council.

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 October 2, 2018.

LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER AND THE GAUTIER MULLET & MUSIC FEST FOR THE SINGING RIVER MALL SITE

WHEREAS, the Singing River Mall Site (more fully depicted in the attached "Exhibit A") is leased and maintained by the City of Gautier (hereinafter, "the City") and owned by Singing River LLC; and

WHEREAS, the Gautier Mullet & Music Fest wishes to promote the facilities, opportunities, possibilities and resources available within the City of Gautier, by hosting a community festival on Saturday, October 27, 2018; and

WHEREAS, the City wishes to sponsor the 2018 Gautier Mullet & Music Fest (hereinafter "the event") as an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, this sponsorship and the 2018 Gautier Mullet & Music Fest will be helpful toward advancing the moral, financial and other interests of the City; and

WHEREAS, the City will allow Gautier Mullet & Music Fest to use the Mall Site on October 27, 2018 as part of the sponsorship.

THEREFORE, in consideration of the above, the City and Gautier Mullet & Music Fest agree to the following terms which constitute a Limited Use Agreement of the Mall Site:

1. This Agreement shall govern the use of the Singing River Mall Site by the Gautier Mullet & Music Fest on October 27, 2018.

2. As part of the City's sponsorship of this event, any and all applicable fees associated with use of the Singing River Mall Site are waived.

3. The Gautier Mullet & Music Fest will be allowed to conduct the 2018 Mullet and Music Fest on the Singing River Mall Site on October 27, 2018.

4. The Gautier Mullet & Music Fest is responsible for setting up in preparation for the event.

5. The Gautier Mullet & Music Fest will provide all physical items necessary to conduct the event.

6. The Gautier Mullet & Music Fest will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.

7. The Gautier Mullet & Music Fest will be responsible for cleaning up the Singing River Mall Site after the event, and will return the property to its normal condition after the event.

8. The Gautier Mullet & Music Fest will provide The City of Gautier with proof of liability insurance in an amount of $1,000,000.00, to cover the event and will list the City of Gautier as an additional insured on the policy for purposes of the event.

9. The Gautier Mullet & Music Fest agrees to indemnify and hold harmless the City of Gautier, its employees, council members, and any other of the City's agents and assigns from any and all claims of every kind and nature arising out of or occurring directly or indirectly as a result of the event.

10. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by Gautier Mullet & Music Fest on October 27, 2018, and that any future use will require a separate use agreement as may be appropriate.

11. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.

12. The points of contact for purposes of this agreement are:

Name: Chassity Bilbo	**Name: Guy Cagnolatti**
Entity: City of Gautier	**Entity: Gautier Mullet & Music Fest**
Phone: (228) 497-8000	**Phone: 228-218-6649**

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

BY:

_____

Paula Yancey, City Manager

DATE: _____

BY:

_____

Gautier Mullet & Music Fest

DATE: _____

ATTEST:

_____

CYNTHIA RUSSELL
CITY CLERK

GAUTIER MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 10/27/2018 Day or Week SATURDAY Starting Time 10:00 (AM)/PM
Ending Time: 9:00 (AM)/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:
GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	DOLPHIN ST	NORTH OF HWY 90,	NORTH OF LOWES NORTH ETRANCE
2.	OLD MALL PROPERTY	WEST END	HWY 90
3.	EXTENDED AROUND	FOUNTAIN CURVE;	SEE MAP
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6649
Address: P. O. BOX 852 GAUTIER MS 39553
City State Zip
Type of Organization: CIVIC Profit: ✓ Non-Profit Federal ID# 64-8827576 Zip 4
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649
Address: 1908 GANDY POINT CIRCLE Phone (Work): ( ) -
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:
Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: Received By:
Event has been:
Approved: Disapproved:
Approval/Disapproval Authority
Date:

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

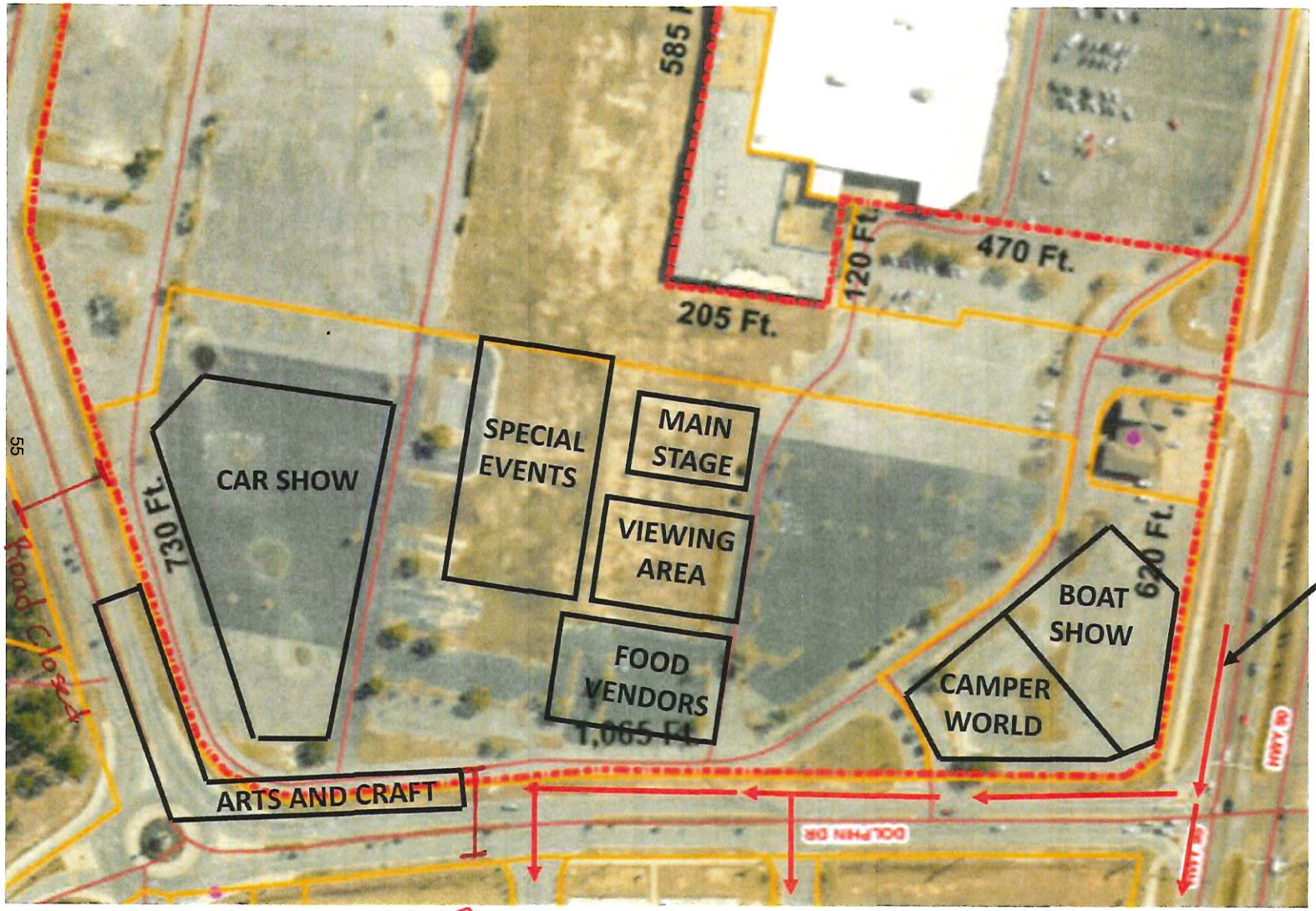
Requirements of Applicant:

___ Security	___ Clean up During Event	___ Staging
___ Traffic Direction	___ Clean up After Event	___ Fencing
___ Barricades	___ Trash Receptacles/Bag	✓ Other
___ Set Up Barricades		

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Guy Cagnolatti Date: 9/22/16



TRAFFIC FLOW

Councilwoman Martin made the motion to approve Consent Agenda Items 1-16, as presented. Councilman George seconded the motion. The 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 191-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-16 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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

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

ORDER NUMBER 192-2018

WHEREAS, pursuant to Miss. Code Ann. § 21-23-12 (2017), every person appointed as clerk of the municipal court shall be required annually to attend and complete a comprehensive course of training and education conducted or approved by the Mississippi Judicial College of the University of Mississippi Law Center; and

WHEREAS, the Municipal Court Clerk, Donna Davis completed such training and education in Jackson, Mississippi, September 12-14, 2018 at the Municipal Court Clerk Conference;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Attendance from the Municipal Court Clerk Conference in Jackson, Mississippi, September 12-14, 2018 for Donna Davis, Gautier Municipal Court Clerk is hereby accepted.

IT IS FURTHER ORDERED that the certificate of completion shall be made a permanent record of the minutes of the City Council in the municipality from which the municipal clerk is appointed.

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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Donna Davis

for having attended the

Municipal Court Clerk Conference
Hilton ~ Jackson, Mississippi
September 12-14, 2018

conducted by the

Mississippi Judicial College

Program Manager

Director

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

ORDER NUMBER 193-2018

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 Budget Meeting held September 13, 2018 and Recessed Council Meeting held September 18, 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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

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

ORDER NUMBER 194-2018

WHEREAS, THE 22nd Annual Cruisin' the Coast will be held September 30, 2018 through 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; and

WHEREAS, 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; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations 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 following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held September 30, 2018 from 11:00 A.M. – 4:00 P.M. are hereby approved.

Bronze Sponsor	- $500.00	by Keesler Federal Credit Union
Silver Sponsor	- $1,000.00	by Mallette Brothers Construction Co., Inc.
Patron Sponsor	- $250.00	by Foster's Air Conditioning and Heating, Inc.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: September 24, 2018

Subject: Approval to accept a monetary donation for The City of Gautier's Cruisin' Through the Decades Event

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REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Cruisin' Through the Decades Event held on September 30, 2018.

BACKGROUND:

The 22nd Annual Cruisin' the Coast will be held Sept. 30-Oct. 7 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.

DICUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Bronze Sponsor $500.00- Keesler Federal Credit Union
2. Silver Sponsor - $1,000- Mallette Brothers Construction Co, Inc.
3. Patron Sponsor $250.00- Foster's Air

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

1. Approve the monetary donations listed above ; or
2. Not approve the monetary donations listed above.

ATTACHMENT(S):

Sponsorship Checks

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

KEESLER FEDERAL CREDIT UNION
P.O. Box 7001 • Biloxi, MS 39534-7001
(228) 385-5500

85-7758/2655

CHECK # 02-0101509775

DATE
09/11/18

$500.00

PAY ** Five Hundred and 00/100 DOLLARS **

NOT VALID IF 90 DAYS AFTER ISSUE

TWO SIGNATURES REQUIRED IF OVER $25,000

PAY TO THE ORDER OF
CITY OF GAUTIER
PO BOX 670
GAUTIER MS 39553-0670

Authorized Signature

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

MALLETTE BROTHERS CONSTRUCTION CO., INC.
GENERAL FUND
3708 HWY 90 PH (228) 497-2523
GAUTIER, MS. 39553

HANCOCK BANK
Pascagoula, Mississippi
85-368
655

DATE
09/14/18

CHECK NO.
073366
73366

PAY **ONE THOUSAND AND XX / 100 DOLLARS

$ **1,000.00

PAY TO THE ORDER OF
CITY OF GAUTIER
P. O. BOX 330
GAUTIER, MS 39553

MALLETTE BROTHERS CONSTRUCTION CO., INC.

MP

HEAT SENSITIVE

Security Features Included Details on Back.

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

109822

FOSTER'S AIR CONDITIONING AND HEATING, INC.
P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

HANCOCK BANK
PASCAGOULA, MISSISSIPPI

85-368/655

7/14/2018

PAY TO THE ORDER OF CITY OF GAUTIER $ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

FOSTER'S AIR CONDITIONING AND HEATING, INC.

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

MEMO

cruisin the coast

Details on back.

Security Features Included.

SAFEGUARD SECURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

FOSTER'S AIR CONDITIONING AND HEATING, INC.
GAUTIER, MISSISSIPPI 39553

109822

CITY OF GAUTIER 7/14/2018

130.00
70.00
50.00

CHECKING ACCOUN cruisin the coast 250.00

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

ORDER NUMBER 195-2018

WHEREAS, during the FY 2019 budgeting process, Council approved an amount of $10.00/hour, and not to exceed $10,800 per year for a services contract for gardening and bed maintenance; and

WHEREAS, Charles Brown has offered to provide such services pursuant to the attached services contract; and

WHEREAS, the Mayor and Council Members hereby find that entering the attached services contract 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 Grounds and Maintenance Operator Contract for Services 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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/24/2018
Subject: Approval of a Contract Gardner Agreement

REQUEST:
The Parks and Recreation Director request the approval of a Contract Gardner Agreement.

BACKGROUND:
During the FY 19 budgeting process, Council approved a contract employee position in the amount not to exceed $10,800 per year. The contract employee will be payed at a rate of $10.00 per hour and will receive a 10-99 at the end of the year.

DISCUSSION:
I. Scope of Services: The Contract Worker shall perform and render the following services:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

A. Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
B. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
C. Performs special projects and other duties as assigned by the Recreation Director.

RECOMMENDATION:
The Recreation Director recommends that City Council approve the Contract Gardner Agreement.

The City Council may:
1.Approve the Contract Gardner Agreement or;
2.Not approve the Contract Garner Agreement.

ATTACHMENTS:
1. Contract Gardner Charles Brown

CITY OF GAUTIER
GARDENING AND BED MAINTENANCE
CONTRACT FOR SERVICES

This contract is made and entered into by and between the City of Gautier, Mississippi (hereinafter referred to as the City) and **Charles Brown** (hereinafter referred to as Contractor) for the services defined in this agreement.

The City of Gautier hereby engages the services of the Contractor, and the Contractor hereby agrees to render those certain services described in Paragraph I, "Scope of Services", below. This is skilled work in the operation of light to medium automotive equipment and/or, semi-skilled manual contract labor position.

Work may involve the operation of small trucks, riding power mowers, push lawn mowers, weed-eaters, edgers, light tractors, medium size dump trucks, and similar automotive equipment requiring little or no technical training. Operation of a variety of such equipment may be predominant task of this class. The predominant work of this class will likely be manual tasks of a semi-skilled nature requiring special knowledge acquired through work performance. Assignments may include use of standard specialized hand tools, power operated devices, or other equipment.

Work may be performed without direct supervision after assignments are received. Work is reviewed in progress and upon completion for conformance to established policies and procedures, and for accomplishment of desired results.

I. Scope of Services and Contractual Requirements: The Contractor shall perform and render the following services:

A. Perform gardening and bed maintenance for the City, pursuant to assignments provided by the Parks and Recreation Director.
B. Operate riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
C. Perform special projects and other duties as assigned by the Recreation Director.

II. Period of Performance: This Contract shall begin October 1, 2018 and shall auto-renew annually unless terminated by Council.

III. Consideration and Method of Payment:

A. As consideration for the performance of this Contract, the Contract Worker shall be paid a fee of $10.00 an hour not to exceed $10,800 per year.
B. Work Schedule: As assigned by the Recreation Director.
C. As additional consideration for this contract, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Contract Worker's responsibilities under this contract. City vehicles and equipment may be used for providing city services only and may not be used by the contractor for any other purpose.

IV. Relationship of Parties: It is expressly understood and agreed that the City of Gautier enters into this Contract with Contractor based on the purchase of services and not based on an employer-employee relationship.

A. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and is the gross sum due and payable to the Contractor. The City will not withhold taxes on wages earned by the Contractor but will furnish the Contractor with a 10-99 IRS Earnings Statement by January 31st of each year. Contract Worker shall not be eligible for any benefits including workers compensation insurance, paid holidays off, accrual of annual or sick leave, participation in the City's health insurance program or the Public Employees Retirement System.

V. **Termination:** Either the City or the Contractor may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

VI. **Ownership of Documents and Work Product:** All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by Contractor shall be owned by the City. The City reserves the rights to any and all information and/or materials collected on its behalf.

VII. **Records Retention and Access to Records:** Contractor shall maintain, and shall make available to the City or any state agency authorized to audit the City, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State of Federal Government has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

VIII. **Modification or Amendment:** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.

IX. **Assignment:** The Contractor may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.

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

XI. **Indemnification:** Contractor agrees to indemnify, defend, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Contractor, its agents or employees in the performance of this Contract.

XII. **Governing Law and Legal Remedies:** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. The Contractor expressly agrees that under no circumstances shall the City be obligated to pay an attorney's fee or the cost of legal action to the Contractor.

XIII. **Severability:** If any term or provision of the Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of

this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

XIV. **Disputes:** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of the City and the Contractor. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the duties and obligations of the Contract.

XV. **Compliance with Laws:** Contractor shall comply with all applicable laws, regulations policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under the Contract. Specifically, but in no way limited, Contractor shall not discriminate against any employee or third party, nor shall any party be subject to discrimination in the performance of the Contract because of race, creed, color, sex, age, national origin or disability.

XVI. **Special Terms and Conditions:** It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.

XVII. **Notice:** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

City of Gautier: Paula Yancey, City Manager
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

Contract Worker: Charles Brown
_____
_____

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

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this the _____ day of _____ , 2018.

City of Gautier	Contractor
_____	_____
Paula Yancey, City Manager	Charles Brown

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

ORDER NUMBER 196-2018

WHEREAS, the purpose of the AFG Program is to enhance the ability of first responders to protect the health and safety of the public from fire and related hazards. The three eligible categories for grant funding under this program are: Operations and Safety, Vehicle Acquisition, and Regional programs; and

WHEREAS, The Gautier Fire Department proposes to apply for funding under the Operations and Safety category to purchase 5 thermal imaging cameras as well as 5 multi-gas detectors which will require 5% local match totaling $1689.29 of the total funding request of $35,475.00; and

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 submit an application to the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) for FY2018 Assistance to Firefighters Grant (AFG) funding.

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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

GAUTIER FIRE DEPARTMENT

"Proudly Protecting Nature's Playground"

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

MEMORANDUM

To: Paula Yancey, City Manager

From: Derek McCoy, Deputy Fire Chief

Through: Robert Jones, Fire Chief

Date: 09/24/2018

Subject: FY 2018 Assistance to Firefighters Grant Application Submission

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REQUEST:

The Gautier Fire Department requests City Council authorization to submit an application to the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) for FY2018 Assistance to Firefighters Grant (AFG) funding.

BACKGROUND:

The purpose of the AFG Program is to enhance the ability of first responders to protect the health and safety of the public from fire and related hazards. The three eligible categories for grant funding under this program are: Operations and Safety, Vehicle Acquisition, and Regional programs.

DISCUSSION:

The Gautier Fire Department proposes to apply for funding under the Operations and Safety category to purchase 5 thermal imaging cameras as well as 5 multi-gas detectors which will require a 5% local match totaling $1689.29 of the total funding request of $35475.00.

RECOMMENDATION:

The Fire Department recommends that the City Council authorize the submission of an application for FY 2018 AFG Grant Funding as outlined above.

The City Council may:

1. Approve submission of an application for FY 2018 AFG funding as described above;
2. Approve submission of an application for FY 2018 AFG funding with changes; or
3. Not approve submission of an application for FY 2018 AFG funding.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 197-2018

WHEREAS, during the FY 2019 budgeting process, Council approved an amount of $800 biweekly, and not to exceed $20,800 per year for a services contract for grounds and maintenance operator; and

WHEREAS, Jonathon Hanley has offered to provide such services pursuant to the attached services contract; and

WHEREAS, the Mayor and Council Members hereby find that entering the attached services contract 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 Grounds and Maintenance Operator Contract for Services 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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/24/2018
Subject: Approval of an amended Contract Employee Agreement

REQUEST:
The Parks and Recreation Director request the approval of an amended Contract Employee Agreement.

BACKGROUND:
During the FY 19 budgeting process, Council approved an increase in the amount for the contract employee position. The compensation was calculated at $800 biweekly and not to exceed $20,800 per year. The contract employee will receive a 10-99 at the end of the year.

DISCUSSION:
I. Scope of Services: The Contract Worker shall perform and render the following services:

(Any one position of this class may not include all duties listed, nor do listed examples include all duties which may be found in positions of this class.) Duties for the week will be outlined every Monday Morning.

A. Performs semi-skilled duties in several trades, may provide some supervision over seasonal employees or may work independently from the direct supervision of a superior in carrying out such duties.
B. Operates a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
C. Operates riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
D. Performs special projects and other duties as assigned by the Recreation Director.
E. Must maintain a valid driver's license.

RECOMMENDATION:
The Recreation Director recommends that City Council approve the Contract Employee Agreement.

The City Council may:
1. Approve the amended Contract Employee Agreement or;
2. Not approve the amended Contract Employee Agreement.

ATTACHMENTS:
1. Contract Employee Jonathan Haney

CITY OF GAUTIER
GROUNDS AND MAINTENANCE OPERATOR
CONTRACT FOR SERVICES

This contract is made and entered into by and between the City of Gautier, Mississippi (hereinafter referred to as the City) and **Jonathan Hanley** (hereinafter referred to as Contractor) for the services defined in this agreement.

The City of Gautier hereby engages the services of the Contractor, and the Contractor hereby agrees to render those certain services described in Paragraph I, "Scope of Services", below. This is skilled work in the operation of light to medium automotive equipment and/or, semi-skilled manual contract labor position.

Work may involve the operation of small trucks, riding power mowers, push lawn mowers, weed-eaters, edgers, light tractors, medium size dump trucks, and similar automotive equipment requiring little or no technical training. Operation of a variety of such equipment may be predominant task of this class. The predominant work of this class will likely be manual tasks of a semi-skilled nature requiring special knowledge acquired through work performance. Assignments may include use of standard specialized hand tools, power operated devices, or other equipment.

Work may be performed without direct supervision after assignments are received. Work is reviewed in progress and upon completion for conformance to established policies and procedures, and for accomplishment of desired results.

I. Scope of Services and Contractual Requirements: The Contractor shall perform and render the following services:

A. Perform grounds and maintenance operations for the City, pursuant to assignments provided by the Parks and Recreation Director.
B. Perform semi-skilled duties in several trades, may assist seasonal employees or may work independently from the direct supervision in carrying out such duties.
C. Operate a truck in support of crews carrying out maintenance of all parks and City facilities as delegated by the Recreation Director.
D. Operate riding power mower and tractor equipped with grass cutting and ditching attachments; operates push lawn mowers, weed-eaters, edgers, and similar lawn care devices.
E. Perform special projects and other duties as assigned by the Recreation Director.
F. Must maintain a valid driver's license.

II. Period of Performance: This Contract shall begin October 1, 2018 and shall auto-renew annually unless terminated by Council.

III. Consideration and Method of Payment:

A. As consideration for the performance of this Contract, the Contract Worker shall be paid a fee of $800.00 bi-weekly not to exceed $20,800 per year.
B. Work Schedule: As assigned by the Recreation Director.
C. As additional consideration for this contract, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Contract Worker's responsibilities under this contract. City vehicles and equipment may be used for providing city services only and may not be used by the contractor for any other purpose.

IV. **Relationship of Parties:** It is expressly understood and agreed that the City of Gautier enters into this Contract with Contractor based on the purchase of services and not based on an employer-employee relationship.

A. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and is the gross sum due and payable to the Contractor. The City will not withhold taxes on wages earned by the Contractor but will furnish the Contractor with a 10-99 IRS Earnings Statement by January 31st of each year. Contract Worker shall not be eligible for any benefits including workers compensation insurance, paid holidays off, accrual of annual or sick leave, participation in the City's health insurance program or the Public Employees Retirement System.

V. **Termination:** Either the City or the Contractor may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

VI. **Ownership of Documents and Work Product:** All documents, notes, programs, books, databases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by Contractor shall be owned by the City. The City reserves the rights to any and all information and/or materials collected on its behalf.

VII. **Records Retention and Access to Records:** Contractor shall maintain, and shall make available to the City or any state agency authorized to audit the City, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State of Federal Government has begun that is not completed at the end of the three (3) year period, or audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

VIII. **Modification or Amendment:** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.

IX. **Assignment:** The Contractor may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of the City. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.

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

XI. **Indemnification:** Contractor agrees to indemnify, defend, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Contractor, its agents or employees in the performance of this Contract.

XII. **Governing Law and Legal Remedies:** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. The Contractor expressly agrees that

under no circumstances shall the City be obligated to pay an attorney's fee or the cost of legal action to the Contractor.

XIII. **Severability:** If any term or provision of the Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

XIV. **Disputes:** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of the City and the Contractor. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Jackson County, State of Mississippi. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the duties and obligations of the Contract.

XV. **Compliance with Laws:** Contractor shall comply with all applicable laws, regulations policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under the Contract. Specifically, but in no way limited, Contractor shall not discriminate against any employee or third party, nor shall any party be subject to discrimination in the performance of the Contract because of race, creed, color, sex, age, national origin or disability.

XVI. **Special Terms and Conditions:** It is agreed and understood by each party to this Contract that there are no special terms or conditions applicable to this contractual agreement.

XVII. **Notice:** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

City of Gautier: Paula Yancey, City Manager
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

Contract Worker: Jonathon Hanley
_____
_____

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

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto.

Witness our signatures this the _____ day of _____ , 2018.

City of Gautier	Contractor
_____	_____
Paula Yancey, City Manager	Jonathan Hanley

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

ORDER NUMBER 198-2018

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 August 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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting October 2, 2018.

AUGUST 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$2,255,366.21
MS Development Loan Katrina	Depository Account	007-000-001	$875.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	($42,797.54)
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	$405,563.80
Fire Protection Fund	Depository Account	160-000-001	$238,258.26
Tidelands Grant	Depository Account	171-000-001	($8,901.50)
Library Support Fund	Depository Account	172-000-001	$2,755.13
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$47,299.28
USDA NRCS EWP Program	Depository Account	300-000-001	($37,066.71)
Pine Cone Drive Spillway	Depository Account	301-000-001	$171,125.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	$79,231.71
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	$481,564.40
Solid Waste Fund	Depository Account	404-000-001	$109,839.32
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$3,778,719.11
	General Depository Reconciled Cash Balance		$3,777,908.65

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	($29,500.00)
Bemis Sewer Project	Enterprise Account	351-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	$2,683,703.34
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		$2,710,490.86
	Enterprise Reconciled Cash Balance		$2,706,719.20

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$317,410.32
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	$0.00
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	$296,710.72
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	$5,005.24
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	$5,005.24
W&S Rev Bond S2018: Construction	Bond Fund	352-000-001	$3,478,022.97
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	$712,297.07
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	$490,564.00
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$274,183.97
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$691,079.96
	Total Bond & Restricted Reconciled Cash Balances		$6,270,279.49

AUGUST 2018
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2018	AUG 2018	Balance	91.66% % to date
	General Fund Revenues	**9,505,817.00**	**9,132,351.43**	**373,465.57**	***96.0%***
	Expenditures:				
001	Legislative	**129,212.00**	**113,327.63**	**15,884.37**	***87.7%***
010	City Court	**323,366.00**	**275,401.20**	**47,964.80**	***85.1%***
021	City Manager	**261,856.00**	**208,243.26**	**53,612.74**	***79.5%***
022	Human Resources	**141,050.00**	**126,782.84**	**14,267.16**	***89.8%***
040	City Clerk	**272,355.00**	**219,627.99**	**52,727.01**	***80.6%***
045	Finance	**185,611.00**	**169,403.51**	**16,207.49**	***91.2%***
060	City Attorney	**105,000.00**	**91,585.15**	**13,414.85**	***87.2%***
090	Economic Dev - Planning	**313,473.00**	**280,928.50**	**32,544.50**	***89.6%***
092	Building & General Expenses	**524,700.00**	**458,952.88**	**65,747.12**	***87.4%***
094	Grants & Project Admin	**137,127.00**	**126,389.72**	**10,737.28**	***92.1%***
100	Police	**3,161,397.00**	**2,810,663.98**	**350,733.02**	***88.9%***
161	Fire	**2,382,157.00**	**2,145,326.35**	**236,830.65**	***90.0%***
170	Recreation	**488,360.00**	**396,181.35**	**92,178.65**	***81.1%***
201	PW: Streets	**265,000.00**	**141,841.13**	**123,158.87**	***53.5%***
205	PW: Maintenance	**234,530.00**	**202,899.85**	**31,630.15**	***86.5%***
900	Interfund Transfers	**1,055,982.00**	**1,055,981.09**	**0.91**	***99.9%***
	General Fund Expenditures	**9,981,176.00**	**8,823,536.43**	**1,157,639.57**	***88.4%***
	Total Operating Expenditures	**8,736,952.00**	**7,639,851.29**	**1,097,100.71**	
	Total Capital Outlay Expenditures	**124,266.00**	**63,729.24**	**60,536.76**	
	Total Debt Service	**63,976.00**	**63,974.81**	**1.19**	
	Total Transfers Out	**1,055,982.00**	**1,055,981.09**	**0.91**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**9,981,176.00**	**8,823,536.43**	**1,157,639.57**	
	Personnel	**6,777,455.00**	**6,123,239.59**	**654,215.41**	
	Supplies	**487,231.00**	**357,367.08**	**129,863.92**	
	Other Services	**1,472,266.00**	**1,159,244.62**	**313,021.38**	
	Capital Outlay	**124,266.00**	**63,729.24**	**60,536.76**	
	Debt Service	**63,976.00**	**63,974.81**	**1.19**	
	Interfund Transfers for DS	**1,055,982.00**	**1,055,981.09**	**0.91**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**9,981,176.00**	**8,823,536.43**	**1,157,639.57**	

AUGUST 2018
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of AUG 2018	Balance	*91.66% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	279,228.75	0.25	*99.9%*
Expenditures	279,229.00	278,628.75	600.25	*99.7%*
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	56,429.21	(1,826.09)	*103.3%*
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	855,783.26	3,258,778.95	*20.7%*
Expenditures	4,401,062.21	820,644.09	3,580,418.12	*18.6%*
157 US Justice Equitable Sharing				
Revenues	0.00	268,573.56	(268,573.56)	
Expenditures	50,000.00	282,549.60	(232,549.60)	*565.5%*
160 Fire Protection Fund				
Revenues	103,000.00	106,014.30	(3,014.30)	*102.9%*
Expenditures	195,635.85	145,329.32	50,306.53	*74.2%*
171 Combined Tidelands Grant				
Revenues	713,797.29	252,582.87	461,214.42	*35.3%*
Expenditures	632,264.74	212,041.08	420,223.66	*33.5%*
172 Library Support Fund				
Revenues	109,578.00	108,031.99	1,546.01	*98.5%*
Expenditures	109,578.00	105,276.86	4,301.14	*96.0%*

AUGUST 2018
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of AUG 2018	Balance	*91.66% % to date*
176 Shepard State Park				
Revenues	99,500.00	104,864.50	(5,364.50)	*105.3%*
Expenditures	134,623.00	109,611.14	25,011.86	*81.4%*
250 2018 W&S Bond Debt Service				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
251 2018 W&S Bond Debt Serv Reserve				
Revenues	0.00	306,721.20	(306,721.20)	
Expenditures	0.00	0.00	0.00	
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	215,453.71	449,386.29	*32.4%*
301 Pine Cone Drive Spillway				
Revenues	0.00	175,725.60	(175,725.60)	
Expenditures	0.00	4,600.00	(4,600.00)	
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	0.00	81,781.71	(81,781.71)	
Expenditures	0.00	2,550.00	(2,550.00)	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	0.00	481,564.40	(481,564.40)	
Expenditures	0.00	0.00	0.00	
350 Elevated Water Tank				
Revenues	1,122,500.00	36,000.00	1,086,500.00	*3.2%*
Expenditures	1,122,500.00	65,500.00	1,057,000.00	*5.8%*
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	4,004,122.97	(4,004,122.97)	
Expenditures	0.00	526,100.00	(526,100.00)	
404 Solid Waste Fund				
Revenues	1,220,605.00	1,167,213.84	53,391.16	*95.6%*
Expenditures	1,241,605.00	1,082,312.37	159,292.63	*87.1%*
409 EPA: Brownfields Assessment				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	

AUGUST 2018
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2018	As of AUG 2018	Balance	*91.66% % to date*
421 MSB - Water Ionization Plant				
Expenditures	55,131.74	4,544.22	50,587.52	*8.2%*
495 DS Reserve Fund: 2012 Bond				
Revenues	1,000.00	2,021.55	(1,021.55)	*202.1%*
497 DS Fund: 2013 SO Bond				
Revenues	0.00	2,678.08	(2,678.08)	
Expenditures	0.00	1,257.62	(1,257.62)	
602 DS Fund: 2012 Bond Refinance				
Revenues	1,397,350.00	1,282,783.11	114,566.89	*91.8%*
Bonds Payable	1,396,350.00	1,396,350.00	0.00	*100.0%*

AUGUST 2018
YEAR TO DATE TOTALS

ENTERPRISE (400)

	BUDGET FY 2018	AUG 2018	Balance	91.66% % to date
Utility Fund Revenues	**8,959,318.00**	**8,627,110.58**	**332,207.42**	***96.2%***
Administration	**2,856,276.00**	**2,591,870.04**	**264,405.96**	***90.7%***
Water & Sewer O & M	**2,920,884.00**	**2,412,460.92**	**508,423.08**	***82.5%***
Debt Service	**2,476,684.00**	**2,314,496.64**	**162,187.36**	***93.4%***
Transfers	**536,000.00**	**536,000.00**	**0.00**	***100.0%***
Contingencies	**200,000.00**	**0.00**	**200,000.00**	
Utility Fund Expenditures	**8,989,844.00**	**7,854,827.60**	**1,135,016.40**	***87.3%***
Total Operating Expenditures	***5,658,160.00***	***4,963,782.19***	***694,377.81***	
Total Capital Outlay Expenditures	***119,000.00***	***40,548.77***	***78,451.23***	
Total Debt Service	***2,476,684.00***	***2,314,496.64***	***162,187.36***	
Total Interfund Transfers	***536,000.00***	***536,000.00***	***0.00***	
Total Contingency Expenditures	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***8,989,844.00***	***7,854,827.60***	***1,135,016.40***	
Personnel	***221,133.00***	***202,483.51***	***18,649.49***	
Supplies	***330,000.00***	***188,218.24***	***141,781.76***	
Other Services	***5,107,027.00***	***4,573,080.44***	***533,946.56***	
Capital Outlay	***119,000.00***	***40,548.77***	***78,451.23***	
Debt Service	***2,476,684.00***	***2,314,496.64***	***162,187.36***	
Interfund Transfers	***536,000.00***	***536,000.00***	***0.00***	
Contingencies	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***8,989,844.00***	***7,854,827.60***	***1,135,016.40***	

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

RESOLUTION NUMBER 055-2018

WHEREAS, MCA § 7-7-60, Miss. Code Ann. (1972), provides authority for municipalities to operate petty cash funds in accordance with regulations set forth by the Office of the State Auditor; and

WHEREAS, said regulations require that establishment of petty cash funds be authorized by the governing authority and spread upon the minutes; and

WHEREAS, the City has determined that petty cash funds are necessary for the continued efficient operation of City business;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Gautier, Mississippi:

SECTION 1. That a petty cash fund is hereby issued to the following custodians to be used for legally budgeted purposes:

1. City Clerk	$200.00
2. Planning Director	$200.00
3. Police Chief	$800.00
4. Fire Chief	$150.00
5. Recreation Director	$200.00

SECTION 2. That cash funds shall be spent for purchases in accordance with purchasing laws of the State and the policies of the City.

SECTION 3. 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 George** and the following vote was recorded:

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

NAYS: **None**

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

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

ORDER NUMBER 199-2018

WHEREAS, the City submitted a Request for Qualifications to establish a prequalified list for Debris Removal Assistance as an effort to be prepared for future disasters; and

WHEREAS, the City received responses from D&J Enterprises, Crowder Gulf, DRC Emergency Services, Southern Disaster Recovery, TFR Enterprises, Roy Anderson Corp., Custom Tree Care and Looks Great Service; and

WHEREAS, the City staff has scored and otherwise graded these firms on the basis of their responses, as indicated on the attached spreadsheet; and

WHEREAS, based on the above factors, as applied to the information contained in the submitted qualifications, in addition to the evaluations performed by staff based on those factors, the City Manager requests approval of the attached list of prequalified firms for Debris Removal Assistance;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached list of prequalified firms for Debris Removal Assistance is hereby approved; 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 **Councilwoman Martin** seconded by **Councilman George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 09/25/2018
Subject: Approval to name pre-qualified companies for Disaster Debris Removal Assistance

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REQUEST:
City Council action is requested on approving request to name pre-qualified companies for Disaster Debris Removal Assistance that will be invited following a disaster to respond to an event specific Request For Proposals (RFP) should the City Council elect to do so.

BACKGROUND:
The City advertised for pre-qualified companies for Disaster Debris Removal Assistance. Pricing was not 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.

DISCUSSION:
In an effort to be prepared for the future disasters, City staff advertised a Request for Qualifications (RFQ) for Debris Removal Firms to assist The City of Gautier on an as need basis following Federal declarations. State and Federal procurement laws were followed in soliciting these requests. The RFQ was publicized on August 5, 2018 and August 12, 2018. The deadline to submit proposals was August 28, 2018. Eight proposals were received and reviewed.

RECOMMENDATION:
The City Debris Committee has reviewed and scored the proposals regarding Debris Removal Assistance for The City of Gautier and found five (5) companies qualified to perform the work.
1. D & J Enterprises
2. Crowder Gulf
3. DRC Emergency Services
4. Southern Disaster Recovery
5. Roy Anderson Corp

City Staff recommends approval of the above Pre-qualified List.
The City Council may:
Authorize the Pre-qualified list for Debris Removal Assistance
Not authorize list

ATTACHMENTS:
1. Letter to council for agenda debris removal
2. Debris Removal Service Qualifications

TO: **Mayor and City Council**

FROM: **Sherry Farabee, Purchasing Agent**

DATE: **October 2, 2018**

RE: **Prequalification List for Debris Removal Assistance**

The City Debris Committee/Task Force has reviewed and scored the proposals regarding Debris Removal Assistance for The City of Gautier. Eight companies submitted their qualifications to provide this service, and five companies were considered qualified to perform the work.

Therefore, it is recommended that the City Council pre-qualify the following companies for Disaster Debris Removal Assistance:

- D & J Enterprises
- Crowder Gulf
- DRC Emergency Services
- Southern Disaster Recovery
- Roy Anderson Corp

The companies are listed in order based on the scores given by the selection committee. A summary of the individual scores are attached hereto for your use and information.

DEBRIS REMOVAL SERVICE QUALIFICATIONS

SUBMISSION DATE: AUGUST 28, 2018

#	Company	Understanding of the requested services, integrity and compliance with public policy	Past, general and specific experience in providing the services and the qualifications and abilities of personnel	Technical and financial resources to perform this type of service	Past performance of similar work	TOTAL POSSIBLE POINTS (100)
		POSSIBLE POINTS (30)	POSSIBLE POINTS (30)	POSSIBLE POINTS (20)	POSSIBLE POINTS (20)	
1	Crowder Gulf					
	City Employee #1	30	25	15	20	90
	City Employee #2	30	25	20	18	93
	City Employee #3	28	28	18	16	90
	Average Score:					91
2	Southern Disaster Rcovery					
	City Employee #1	30	20	10	15	75
	City Employee #2	18	15	20	18	71
	City Employee #3	24	20	12	15	71
	Average Score:					73
3	D & J Enterprises					
	City Employee #1	30	30	15	20	95
	City Employee #2	30	30	17	18	95
	City Employee #3	28	30	18	20	96
	Average Score:					96

DRC Emergency Services					
City Employee #1	20	30	20	20	90
City Employee #2	28	21	20	20	89
City Employee #3	26	27	15	17	85

Average Score: **88**

TFR Enterprises					
City Employee #1	30	25	10	20	85
City Employee #2	20	16	11	12	59
City Employee #3	20	15	10	10	55

Average Score: **67**

Roy Anderson Corp.					
City Employee #1	30	10	20	10	70
City Employee #2	20	18	20	12	70
City Employee #3	20	20	20	10	70

Average Score: **70**

Custom Tree Care					
City Employee #1	30	15	10	15	70
City Employee #2	15	13	15	12	55
City Employee #3	15	15	5	10	45

Average Score: **57**

Looks Great Services					
City Employee #1	15	15	15	10	55
City Employee #2	20	20	18	18	76
City Employee #3	20	22	18	15	75

Average Score: **69**

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

ORDER NUMBER 200-2018

WHEREAS, the City submitted a Request for Qualifications to establish a prequalified list for Disaster Debris Monitoring Assistance as an effort to be prepared for future disasters; and

WHEREAS, the City received responses from Thompson Consulting Services, Debris Tech and Goodwyn, Mills & Cawood, Inc.; and

WHEREAS, the City staff has scored and otherwise graded these firms on the basis of their responses, as indicated on the attached spreadsheet; and

WHEREAS, based on the above factors, as applied to the information contained in the submitted qualifications, in addition to the evaluations performed by staff based on those factors, the City Manager requests approval of the attached list of prequalified firms for Debris Monitoring Assistance;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached list of prequalified firms for Debris Monitoring Assistance is hereby approved; 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 **Councilwoman Martin** seconded by **Councilman George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 09/25/2018
Subject: Approval to name pre-qualified companies for Disaster Debris Monitoring Assistance

---

REQUEST:
City Council action is requested on approving request to name pre-qualified companies for Disaster Debris Monitoring Assistance that will be be invited following a disaster to respond to an event specific Request For Proposals(RFP) should the City Council elect to do so.

BACKGROUND:
The City advertised for pre-qualified companies for Disaster Debris Monitoring Assistance. Pricing was not 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.

DISCUSSION:
In an effort to be prepared for the future disasters, City staff advertised a Request for Qualifications (RFQ) for Debris Monitoring Firms to assist The City of Gautier on an as need basis following Federal declarations. State and Federal procurement laws were followed in soliciting these requests. The RFQ was publicized on August 5, 2018 and August 12, 2018. The deadline to submit proposals was August 28, 2018. Three proposals were received and reviewed.

RECOMMENDATION:
The City Debris Committee has reviewed and scored the proposals regarding Debris Monitoring Assistance for The City of Gautier and found two (2) companies qualified to perform the work.
1. Thompson Consulting Services
2. DebrisTech

City Staff recommends approval of the above Pre-qualified List.
The City Council may:
Authorize the Pre-qualified list for Debris Monitoring Assistance
Not authorize list

ATTACHMENTS:
1. Letter to council for agenda debris monitoring
2. Debris Monitoring Service Qualifications

TO: **Mayor and City Council**

FROM: **Sherry Farabee, Purchasing Agent**

DATE: **October 2, 2018**

RE: **Prequalification List for Debris Monitoring Assistance**

The City Debris Committee/Task Force has reviewed and scored the proposals regarding Debris Monitoring Assistance for The City of Gautier. Three companies submitted their qualifications to provide this service, and two companies were considered qualified to perform the work.

Therefore, it is recommended that the City Council pre-qualify the following companies for Disaster Debris Monitoring Assistance:

- Thompson Consulting Services
- DebrisTech

The companies are listed in order based on the scores given by the selection committee. A summary of the individual scores are attached hereto for your use and information.

DEBRIS MONITORING SERVICE QUALIFICATIONS

SUBMISSION DATE: AUGUST 28, 2018

#	Company	Understanding of the requested services, integrity and compliance with public policy	Past, general and specific experience in providing the services and the qualifications and abilities of personnel	Technical and financial resources to perform this type of service	Past performance of similar work	TOTAL POSSIBLE POINTS (100)
		POSSIBLE POINTS (30)	POSSIBLE POINTS (30)	POSSIBLE POINTS (20)	POSSIBLE POINTS (20)	
1	DebrisTech					
	City Employee #1	30	30	20	20	100
	City Employee #2	22	23	15	12	72
	City Employee #3	25	25	13	15	78
	Average Score:					84
2	Thompson Consulting Services					
	City Employee #1	30	25	20	20	95
	City Employee #2	21	30	17	20	88
	City Employee #3	25	30	15	20	90
	Average Score:					91
3	GMC					
	City Employee #1	30	15	15	20	80
	City Employee #2	20	12	10	9	51
	City Employee #3	20	10	12	10	52
	Average Score:					61

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

RESOLUTION NUMBER 056-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE DEPARTMENT EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Police Department is requesting the following equipment be removed from inventory and declared surplus:

	ITEM	SERIAL NUMBER
(1)	Dell Computer Monitor	CN-05Y23271618469AAAE
(2)	NEC Computer Monitor	61102602NA
(3)	HP Printer	TH69U8309B
(4)	APC Battery Backup	EB9643343809
(5)	APC Battery Backup	BB0422014300
(6)	APC Battery Backup	BB0618017204

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the 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 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 **Councilwoman Martin,** seconded by **Councilman George,** and the following vote was recorded:

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 2nd, October, 2018.

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Danny Selover, Police
Date:	09/25/2018
Subject:	Authorization to remove office equipment from the Police Department inventory and declare the items surplus.

REQUEST:

City Council authorization is requested for the City to remove and surplus (1) Dell computer monitor, serial number CN-05Y23271618469AAAE, NEC computer monitor, serial number 61102602NA, HP printer, serial numberTH69U8309B, APC battery backup, serial number EB9643343809, and two (2) APC battery backups, serial numbers BB0422014300 and BB0618017204 from the Police Department Inventory.

BACKGROUND:

These items no longer work and are no use to the Police Department.

DISCUSSION:

These items have since been replaced

RECOMMENDATION:

Police Department Staff recommends the City Council authorize the removal of the above described items from the Police Department Inventory and declare it as surplus.

ATTACHMENTS:

1. surplus equipment

V45
D45A
D45B
broken
DELL
HL-L2380DW
RELIABILITY & VALUE
PRINTER
NEC

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

ORDER NUMBER 201-2018

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 via email on September 24, 2018, that funds would be withdrawn if the agreement was not signed and returned by September 27, 2018. The City Manager executed the contract, and it was forwarded to the NRCS office; and

WHEREAS, the Mayor and Council Members find that the ratification of this agreement 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 City hereby ratifies the execution of an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service.

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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: April Stennett, Grants and Projects Director

Date: September 25, 2018

Subject: Acceptance of Emergency Watershed Protection Program Grant from NRCS (2018)

REQUEST:
The Grants and Projects Department requests the City Council ratify the execution of an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service.

BACKGROUND:
The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

DISCUSSION:
The City was notified via email on June 6, 2018, that it had received an estimated $133,031.25 ($120,937.50 for construction and $12,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The city must match 17.5 percent of the total project cost. The local match is $40,312.50. The City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match.

This project includes 1,500 feet of debris removal on Brown Road and bank erosion repairs (grouted rock riprap) at Pamela Drive, Perkinston Road, South Haven Road, and Woodbury Road.

The grant agreement was sent via email to the City on September 24, 2018, with notice that funds would be withdrawn if the agreement was not signed and returned by September 27, 2018. The City Manager executed the contract, and it was forwarded to the NRCS office.

RECOMMENDATION:
The Grants and Projects Department recommends that the City Council ratify the execution of an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service.

The City Council may:

1. Ratify the execution of the grant award as presented; or
2. Not ratify the execution of the grant award as presented.

ATTACHMENT(S):

1. Grant agreement

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR184423XXXXC068		220 calendar days from NRCS signature	Cooperative Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269	CITY OF GAUTIER POST OFFICE BOX 670 GAUTIER MS 39553-5124 DUNS: 964447817 EIN:

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Norman Patterson Phone: 228-497-8000 Email: norman.patterson@ms.usda.gov	Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov	Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.923	33 U.S.C. 701b-1	New Agreement	Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov

15. Project Title/ Description: Debris removal at Brown Road. Bank erosion repair at Pamela Drive, Perkinston Road, South Haven Road and Woodbury Road, City of Gautier, Jackson County, Mississippi.

6000004467

16. Entity Type: 02 = City or Township government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$133,031.25	$40,312.50
Additional funds total	$0.00	$0.00
Grand total	$133,031.25	$40,312.50

18. Approved Budget			
Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$120,937.50	Other	$12,093.75
Total Direct Cost	$133,031.25	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$40,312.50
		Total Federal Funds Awarded	$133,031.25
		Total Approved Budget	$173,343.75

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative Paula Yancey City Manager	Signature Paula Yancey	Date September 25, 2018

NONDISCRIMINATION STATEMENT

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

PRIVACY ACT STATEMENT

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

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Gautier, hereinafter referred to as the "Sponsor", for EWP Project # 5275 in the City of Gautier, MS for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

- Brown Road – debris removal - $24,000
- Pamela Drive – bank erosion repair - $33,500
- Perkinston Road – bank erosion repair - $26,750
- South Haven Road – bank erosion repair - $34,500
- Woodbury Road – bank erosion repair - $42,500

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: $173,343.75

The budget includes:

Financial Assistance (FA) Costs:
Construction Costs (75% NRCS $120,937.50 + 25% Sponsor $40,312.50): $161,250

Technical Assistance (TA) Costs:
100% NRCS (7.5% of total construction cost): $12,093.75

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.

2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.

4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.

5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.

6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

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

9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.

11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

18. Provide construction inspection in accordance with the QAP.

19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

25. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

30. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

31. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

32. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

33. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

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

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required)

and QAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.

5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverables will be provided to NRCS.

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

8. Quantities of the units of work applied for each site within 30 days of completion of construction.

Resources Required

No resources required other than funding

Milestones

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

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

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

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

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

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

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

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

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

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

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

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

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

VI. ACCRUALS

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

VII. FINANCIAL REPORTING

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

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

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

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

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

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

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

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

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

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

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

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

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

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

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

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

XIV. NONEXPENDABLE EQUIPMENT

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

XV. LIMIT OF FEDERAL LIABILITY

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

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

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

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

ORDER NUMBER 202-2018

WHEREAS, as part of the CDBG process, the City of Gautier is required to advertise for a notice of finding of no significant impact and notice of intent to request for release of funds; and

WHEREAS, the City of Gautier proposes to use CDBG Public Facilities funding to support the Bemis Avenue Sewer Project; and

WHEREAS, 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; and

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 a notice of finding of no significant impact and notice of intent to request release of funds for CDBG Public Facilities grant application for Bemis Avenue project.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/25/2018
Subject: Authorization to advertise for a notice of finding of no significant impact and notice of intent to request for release of funds for CDBG Public Facilities grant application for Bemis Avenue project.

REQUEST:
The Grants & Projects Department requests City Council authorization to advertise for a notice of finding of no significant impact and notice of intent to request for release of funds, as required for the CDBG Public Facilities grant application process for the Bemis Avenue project.

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:
As part of the CDBG process, the City is required to advertise for a notice of finding of no significant impact and notice of intent to request for release of funds.

RECOMMENDATION:
The Grants & Projects Director recommends that City Council authorize advertising for a notice of finding of no significant impact and notice of intent to request for release of funds, as required for the CDBG Public Facilities grant application process for the Bemis Avenue project.

The City Council may:
1) Approve the advertisement as presented; or
2) Not approve the advertisement as presented.

ATTACHMENTS:
1. Advertisement

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT
AND
NOTICE OF INTENT TO REQUEST FOR RELEASE OF FUNDS

Date of Publication: **October 10, 2018 (legal)**

City of Gautier
P. O. Box 670
3330 Highway 90
Gautier, MS 39553
Phil Torjusen / (228) 497-1878

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Gautier.

REQUEST FOR RELEASE OF FUNDS

On or about October 30, 2018 the above-named City will submit a request the Mississippi Development Authority for the release of Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known as and for the purpose of the following:

FY 2018 CDBG Public Facilities Project, which consists of constructing a new 8" sewer main to provide adequate sewer collection services for the residents on Bemis Avenue. The new line will be tied into an existing pump station on Stonegate Circle and upgrades may need to be made to the pump station depending upon the additional flows. In addition, the existing 18" sewer main that runs up Bemis Avenue will need to be video inspected in order to determine its current condition. The video results will conclude if the line can be rehabilitated or if a proposed 30" main will need to be installed, with related appurtenances. The proposed 30" main would greatly reduce the velocities in the existing main and eliminate the routine sewer bypasses in the resident's yards. All of the proposed improvements will take place along or in the vicinity of Bemis Avenue and Stonegate Circle in Gautier, Mississippi. Estimated total project cost is $1,302,014, with $590,000 being provided by the CDBG Program and $712,014 being provided by the City.

FINDING OF NO SIGNIFICANT IMPACT

The City of Gautier has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the above address and may be examined or copied weekdays 8:00 A.M. and 5:00 P.M.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to the City. All comments received by October 29, 2018 will be considered by the City of Gautier prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The City of Gautier certifies to the Mississippi Development Authority that Mr. Phil Torjusen in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to environmental review process and that these responsibilities have been satisfied. The Mississippi Development Authority’s approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Gautier to use HUD Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Mississippi Development Authority will accept objections to its release of funds and the City of Gautier’s certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Gautier; (b) the City of Gautier has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized in 24 CFR Part 58 before approval of a release of funds by the Mississippi Development Authority; or (d) another Federal Agency acting pursuant to 40 CFR part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to: Attn: Compliance Bureau, Community Services Division, Mississippi Development Authority, P. O. Box 849, Jackson, Mississippi 39205-0849. Potential objectors should contact the Mississippi Development Authority to verify the actual last day of the objection period.

Phil Torjusen, Mayor
City of Gautier

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

ORDER NUMBER 203-2018

WHEREAS, Jackson County owns a 1990 Ford F-350 Flatbed truck, for which it no longer has any use; and

WHEREAS, the City of Gautier has requested that Jackson County sell the vehicle to the City of Gautier for $10.00; and

WHEREAS, the City of Gautier would benefit from the use of this vehicle to assist the Recreation Department in day to day operations; and;

WHEREAS, pursuant to Miss. Code Ann. Section 31-7-13(m)(iv), Jackson County may sell this vehicle to the City of Gautier for an amount below fair market value so long as the sale is in the best interests of the taxpayers of the State of Mississippi; and

WHEREAS, the Mayor and Council Members hereby find that this purchase would be in the best interest of the City and the taxpayers of the State of Mississippi;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a 1990 Ford F-350 Flatbed Truck (VIN#1FDJF37H4LNB01271) from Jackson County 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 George,** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: October 2, 2018
Subject: Approve the transfer of the flatbed truck #6420 to the City of Gautier from the Jackson County Board of Supervisors.

REQUEST:
The City Manager requests the City Council approve the transfer of a Ford flatbed truck (ICN #6420) from the Jackson County Board of Supervisors to the City of Gautier.

BACKGROUND:
The 1990 Ford F-350 Flatbed is in Fair Condition with 177,240 miles.

DISCUSSION:
The title has been misplaced for this vehicle. However, it has been confirmed with the State there is a title. As soon as it comes in, it will be sent to the City of Gautier.

RECOMMENDATION:
The City Manager recommends the City Council approve the transfer of the Ford flatbed truck from the Jackson County Board of Supervisors.

The City Council may:
1. Approve the transfer of the Ford Flatbed truck from the Jackson County Board of Supervisors to the City of Gautier; or
2. Not approve the transfer of the Ford Flatbed truck from the Jackson County Board of Supervisors to the City of Gautier

Attachments:
1. Property Transfer Form

Inventory Control

Jackson County Board of Supervisors
Phone: 769-3192
Fax: 769-3186

N. Michelle Anglada
Inventory Control Mgr.
nancy_anglada@co.jackson.ms.us

Diana Dixon
Inventory Control Asst.
diana_dixon@co.jackson.ms.us

PROPERTY TRANSFER FORM

ICN: 6420

FROM: Roads (Department) 228-826-2547 (No.)

TO: City of Gautier (Department) 228-497-8000 (No.)

DESCRIPTION: 1990 Ford F-350 Flatbed

SERIAL NO: 1FDJF37H4LNB01271

MILEAGE/HOURS: 177,240

CONDITION: Fair

REASON FOR TRANSFER:
No longer needed.

NOTE: BOTH PARTIES MUST SIGN TRANSFER FORM.

Paula S. Yancy — 9-17-18
(Authorized Signature) (Date)

(Authorized Signature) (Date)

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

RESOLUTION NUMBER 057-2018

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 September 2018 Mayor Phil Torjusen travelled along the Gulf Coast of MS for the purpose of meetings with B.P Bill signing, Bienville MRI Grand Opening, travel to and from New Orleans, LA airport to fly to Washington DC for Mississippi Local Leaders White House 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 320 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 George,** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	09/27/2018
Subject:	Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the month of September 2018.

REQUEST:

Authorization to reimburse for mileage to Mayor Phil Torjusen for the purpose of traveling along the Gulf Coast for meetings and travel.

BACKGROUND:

In the month of September, Mayor Phil Torjusen traveled along the Gulf Coast, MS for the purpose of meetings with the B.P. Bill Signing, Bienville MRI Grand Opening, travel to and from New Orleans, LA airport to fly to Washington DC for Mississippi Local Leaders White House Conference, and other performances of his official duties using his personal vehicle and traveling 320 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:

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

ORDER NUMBER 204-2018

WHEREAS, the City Council approved for the City Manager and Planning Director to attend the ICSC Convention in Las Vegas, Nevada in May of 2018; and

WHEREAS, this was 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; and

WHEREAS, Action Management LLC has offered to provide a monetary donation in the amount of $2,500.00 for the purpose of offsetting the costs incurred by the City at the ICSC Convention in Las Vegas, Nevada; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation 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 monetary donation of $2,500 from Action Management LLC for the City of Gautier for the ICSC Convention held in Las Vegas, Nevada on May 20th – May 24th 2018 is hereby approved and accepted.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 2, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: City of Gautier
Date: October 2, 2018
Subject: Authorization to accept monetary donation from Action Management LLC. for the economic development trip to Las Vegas for the ICSC Convention.

REQUEST:
The City of Gautier request the authorization to accept the monetary donation of $2,500 from Action Management, LLC.

BACKGROUND:
This monetary donation is from Action Management, LLC for the economic development trip to Las Vegas for the ICSC convention. The City Council approved for the City Manager and Planning Director to attend the ICSC Convention in Las Vegas, Nevada in May of 2018. This was an opportunity to promote and bring favorable opportunity to the City of Gautier.

DISCUSSION:
This donation is in the best interest of the City of Gautier, which will have great economic impact to our local businesses.

RECOMMENDATION:
The City of Gautier recommends the City Council to approve the authorization to accept the monetary donation of $2,500 from Action Management, LLC.

The City Council may:
1)Approve the authorization to accept the monetary donation of $2,500 from Action Management, LLC; or
2)Not Approve the authorization to accept the monetary donation of $2,500 from Action Management, LLC

Attachments:
1. Donation from Action Management, LLC

014018

Action Management LLC
110 N Jerry Clower Blvd Ste W
Yazoo City, MS 39194
662-746-8000

Citizens National Bank
86-21/653
Madison MS 39130
86-21/653

9/17/2018

PAY TO THE ORDER OF City of Gautier $ **2,500.00

Two Thousand Five Hundred and 00/100********** DOLLARS

City of Gautier

FOR

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈014018⑈ ⑆065300211⑆ ⑈1019545844⑈

Action Management LLC

City of Gautier 9/17/2018 014018

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/17/2018	Bill	Donation	2,500.00	2,500.00		2,500.00
					Check Amount	2,500.00

MGMT Citizens Natio 2,500.00

Councilman Colledge made the motion to enter closed session to determine whether executive session is appropriate. **Councilman Anderson** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss JCUA litigation. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

Councilman Anderson made the motion to approve and authorize the City Attorney to meet with WJCUD regarding JCUA litigation. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to return to open session. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

City Attorney announced action taken during executive session.

Councilman Colledge made the motion to return to closed session to determine whether executive session is appropriate. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Mayor Torjusen made the motion to go into executive session to discuss potential litigation relating to the recent resignation of the court clerk. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

City Clerk, Cindy Russell left Council Chambers at 7:54 PM as requested by Council.

Councilwoman Martin made the motion to return to open session. **Councilman Colledge** seconded the motion. The vote was carried unanimously.

No action was taken during executive session.

Councilman Vaughan made the motion to recess until October 16, 2018 at 6:30 PM. **Councilwoman Martin** seconded the motion. The vote was 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 October 16, 2018.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Authorization to Advertise for Bids for the City Park Fitness Trail Project**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Authorization to Advertise for Bids for the City Park Fitness Trail Project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	**Martin**	☐	**George**	☐	**Jackson**	☐	**Vaughan**	☐	**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 Seymour Engineering will serve as the City of Gautier's professional engineering representative for the project, providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration); and

WHEREAS, The project includes an 8 foot wide asphalt trail with outdoors exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of the current amenities; and

WHEREAS, the project is funded entirely through a Tidelands grant; and

WHEREAS, to move forward with the City Park Fitness Trail project, the City must advertise for bids; and

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 City Park Fitness Trail project.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/09/2018
Subject: City Park Fitness Trail – Advertisement for Bid

REQUEST:
The Grants and Projects Department requests that the City Council authorize advertising for bid on the City Park Fitness Trail project.

BACKGROUND:
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 Engineering is providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail.

DISCUSSION:
This project is funded entirely through a Tidelands grant. The project would be advertised Oct. 26 and Nov. 2. Bids would be opened Dec. 7, 2018.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize City staff to advertise for bid on the City Park Fitness Trail project.

The City Council may:
1) Authorize City staff to advertise for bid on the City Park Fitness Trail project as presented; or
2) Not authorize City staff to advertise for bid on the City Park Fitness Trail project as presented

ATTACHMENTS:
1. Bid Advertisement
2. Request to Advertise

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 2:00 p.m. (CDT) on Friday, December 7, 2018, for the following:

CITY PARK NATURE TRAIL
CITY OF GAUTIER

These bids are invited to construct an asphalt walking trail in Gautier, Mississippi.

A Pre-Bid meeting will be held at 10:00 a.m. on Friday, November 16, 2018 at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. It is strongly suggested that all prospective Bidders attend this meeting.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of $50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to clearing, grubbing, and snagging.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at (228) 385-2350 ext. 124 regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39553 and designated as Bid for:

CITY PARK NATURE TRAIL
CITY OF GAUTIER

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for $50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2018.

_____

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 Times: 10/26/2018
11/02/2018
Open: 12/07/2018

SEYMOUR ENGINEERING

September 28, 2018

Ms. April Stennett
Grants and Projects Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39533

Re: Approval to Advertise for Bids
City Park Nature Trail, Gautier, MS

Dear Ms. Stennett,

At this time, preparation of the plans and specifications for this project is such that it is now appropriate to seek Council approval to advertise for bids. We anticipate having the bid documents finalized within the upcoming weeks, and will advertise the project shortly thereafter. The plans and specifications are available to the City upon request.

With this said, I am requesting the City Councilôs approval to advertise the City Park Nature Trail Project for Bid.

Sincerely,
SEYMOUR ENGINEERING

D. Reed Bryant, P.E.
Project Engineer

925 Tommy Munro Dr., Suite G, Biloxi, MS 39535
Phone: 228-385-2350 Fax: 228-385-2353
se@seymoureng.com www.seymoureng.com

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: October 16, 2018
Title: Approval of the 2018 City of Gautier Tax Assessments rolls

Introduced by:
Contact Person/Telephone City Manager 497-8000 Ext. 306

Summary Explanation: Approval of the 2018 City of Gautier Tax Assessments rolls

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 ADOPTING JACKSON COUNTY, MISSISSIPPI AD VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT ROLLS FOR THE CITY OF GAUTIER

WHEREAS, the 2018 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2018 Jackson County assessment roll containing the property located within the City of Gautier; and

WHEREAS, the total assessed value of the real property within the City of Gautier is $88,976,976.00; and

WHEREAS, the total assessed value of all personal property within the City of Gautier is $33,278,158.00; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Gautier is $122,255,134.00; and

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Gautier for the year 2018.

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 October 16, 2018.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Approval of Municipal Compliance Questionnaire for FY 2017 – 2018**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 Ext. 302**

Summary Explanation: Approval of Municipal Compliance Questionnaire for FY 2017- 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Municipal Compliance Questionnaire for FY 2017 - 2018 is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 16, 2018.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
   City of Gautier, 3330 Highway 90, Gautier, Ms. 39553

2. List the date and population of the latest official U.S. Census or most recent official census:
   2016 - 18,471

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

4. Period of time covered by this questionnaire:

   From: October 2017 To: September 2018

5. Expiration date of current elected officials' term: 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) ___y___

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) ___y___

3. Are municipal records open to the public? (Section 25-61-5) ___y___

4. Are meetings of the board open to the public? (Section 25-41-5) ___y___

5. Are notices of special or recess meetings posted? (Section 25-41-13) ___y___

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) ___y___
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) ___y___
   - Municipal clerk (Section 21-15-38) ___y___
   - Deputy clerk (Section 21-15-23) ___y___
   - Chief of police (Section 21-21-1) ___y___
   - Deputy police (Section 45-5-9) (if hired under this law) ___n/a___

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) ___y___

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) ___y___

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) ___y___

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) ___y___

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) ___y___

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) ___y___

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) ___y___

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) ___y___

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) ___y___

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) ___y___

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) ___y___

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) ___y___

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) ___y___

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) ___y___

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) ___y___

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) ___y___

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) ___n___

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) ___y___

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) ___y___

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) ___y___

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) ___y___

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] ___y___

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) ___y___

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? ___y___

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) ___y___

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] ___y___

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] ___y___

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] ___y___

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) ___y___

PART IV - Bonds and Other Debt

1.	Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)	y
2.	Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)	y
3.	Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)	y
4.	Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)	y
5.	Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)	y

PART V - Taxes and Other Receipts

1.	Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)	n
2.	Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)	y
3.	Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)	county
4.	Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)	y
5.	Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)	y
6.	Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)	y
7.	Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)	y
8.	Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)	y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) ___y___

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) ___y___

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) ___y___

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) ___y___

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) ___y___

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) ___y___

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) ___y___

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 18

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Gautier, and, to the best of our knowledge and belief, all responses are accurate.

_____	_____
(City Clerk's Signature)	(Mayor's Signature)
_____	_____
(Date)	(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Approval of Sponsorship for the 2018 Gautier Mullet & Music Fest**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Approval of Sponsorship for the 2018 Gautier Mullet and Music Fest

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 Gautier Mullet and Music Fest will be held on October 27, 2018; and

WHEREAS, the Gautier Mullet and Music Fest has requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

i) Advertisement of the event on the City's electronic signs;
ii) Provision of traffic control at the event (2 officers with an all-terrain vehicle);
iii) Provision of 4 sets of bleachers;
iv) Banner placement at the highway city entrances;
v) Provision of the 16X16 wooden stage;
vi) Provision of the large and small tents; and
vii) Provision of 4 night light plants.

WHEREAS, in exchange for these services, the City of Gautier will be recognized as a sponsor of this event; and

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2018 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the sponsorship described above is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2018 Gautier Mullet & Music Fest pursuant to the previously approved Limited Use Agreement.

IT IS FURTHER ORDERED that the City Manager and City Clerk are 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 October 16, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: October 10, 2018

Subject: 2018 Gautier Mullet & Music Festival Sponsorship

REQUEST:

The Recreation Department has received a request from the Gautier Mullet and Music Festival Committee to sponsor the 2018 Gautier Mullet and Music Festival by providing in-kind services.

BACKGROUND:

The 28th Annual Gautier Mullet and Music Festival will be held on Saturday, October 27th from 10:00 a.m. to 9:00 p.m. The free event features arts and craft vendors, live entertainment, heritage and educational displays, children's area, classic cars, and food booths.

DISCUSSION:

Gautier Mullet and Music Festival have requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

1. Advertisement of the event on the City's electronic signs
2. Provision of traffic control at the event (2 officers with an all-terrain vehicle);
3. Provision of 4 sets of bleachers
4. Banner placement at the highway city entrances
5. Provision of the 16X16 wooden stage
6. Provision of the large and small tents
7. Provision of 4 night light plants

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to provide sponsorship for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1) Approve a sponsorship for the 2018 Gautier Mullet & Music Festival as requested;
2) Not approve a sponsorship for the 2018 Gautier Mullet & Music Festival as requested.

ATTACHMENT(S):

Special Event Request

GAUTIER MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 10/27/2018 Day or Week SATURDAY Starting Time 10:00 (AM)/PM
Ending Time: 9:00 (AM)/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:
GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	DOLPHIN ST	NORTH OF HWY 90,	NORTH OF LOWES NORTH ETRANCE
2.	OLD MALL PROPERTY	WEST END	HWY 90
3.	EXTENDED AROUND	FOUNTAIN CURVE;	SEE MAP
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6649
Address: P. O. BOX 852 GAUTIER MS 39553
City State Zip
Type of Organization: CIVIC Profit: ✓ Non-Profit Federal ID# 64-8827576 Zip 4
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649
Address: 1908 GANDY POINT CIRCLE Phone (Work): ( ) -
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:
Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: Received By:
Event has been:
Approved: Disapproved:
Approval/Disapproval Authority
Date:

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

___ Security	___ Clean up During Event	___ Staging
___ Traffic Direction	___ Clean up After Event	___ Fencing
___ Barricades	___ Trash Receptacles/Bag	✓ Other
___ Set Up Barricades		

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Guy Cagnolatti Date: 9/22/16

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**October 16, 2018**
Title:	**Approval for road closure and traffic control for the 2018 Gautier Mullet and Music Fest**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Approval for road closure and traffic control for the 2018 Gautier Mullet and Music Fest

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:

RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY THE GAUTIER MULLET AND MUSIC FEST

RESOLUTION NUMBER 000-2018

WHEREAS, the Gautier Mullet and Music Fest has made a request for road closure of portions of Dolphin Drive as more fully described in an application for special permit submitted on September 22, 2018; and

WHEREAS, the purpose of the road closure is to conduct the 2018 Gautier Mullet and Music Fest; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Mullet and Music Fest , the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closure of portions of Dolphin Drive as more fully described in an application for special permit dated September 22, 2018 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or 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 **16th** day of October, 2018.

_____
PHIL TORJUSEN, MAYOR

ATTEST:

_____
CITY CLERK

GAUTIER MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 10/27/2018 Day or Week SATURDAY Starting Time 10:00 (AM)/PM
Ending Time: 9:00 (AM)/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:
GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	DOLPHIN ST	NORTH OF HWY 90,	NORTH OF LOWES NORTH ETRANCE
2.	OLD MALL PROPERTY	WEST END	HWY 90
3.	EXTENDED AROUND	FOUNTAIN CURVE;	SEE MAP
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:
Organization:
Name: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6649
Address: P. O. BOX 852 GAUTIER MS 39553
City State Zip
Type of Organization: CIVIC Profit: ✓ Non-Profit Federal ID# 64-8827576 Zip 4
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649
Address: 1908 GANDY POINT CIRCLE Phone (Work): ( ) -
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:
Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: Received By:
Event has been:
Approved: Disapproved:
Approval/Disapproval Authority
Date:

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

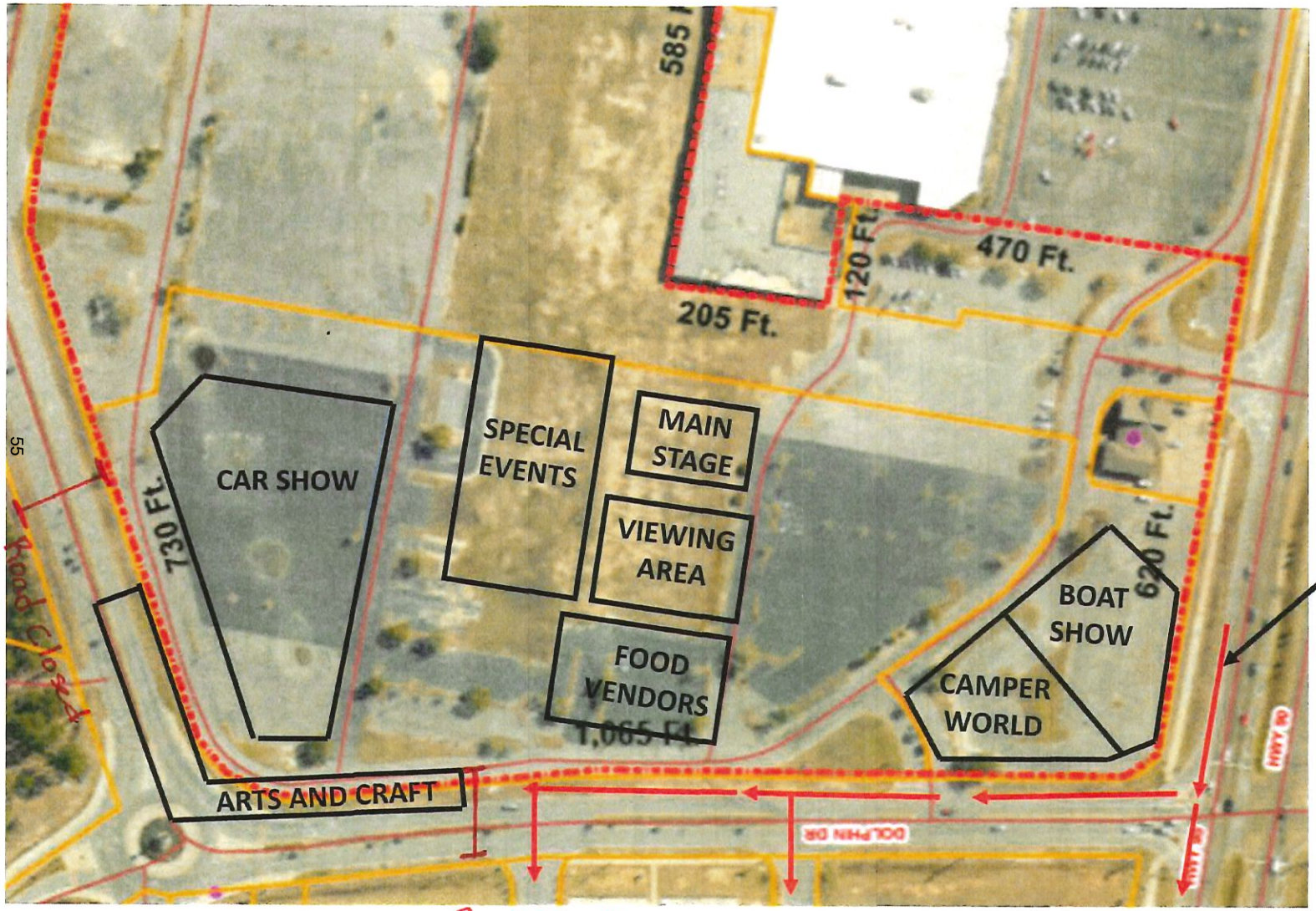
Requirements of Applicant:

___ Security	___ Clean up During Event	___ Staging
___ Traffic Direction	___ Clean up After Event	___ Fencing
___ Barricades	___ Trash Receptacles/Bag	✓ Other
___ Set Up Barricades		

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Guy Cagnolatti Date: 9/22/16



TRAFFIC FLOW

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
October 16, 2018

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: