

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 2, 2019 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Office closed Monday, January 21, 2019 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.

IV. Presentation Agenda

V. Business Agenda

1. Approval of Docket of Claims

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

1. Receive November 2018 Finance Report

2. Approval of minutes from Recessed Council Meeting held December 18, 2018.

3. Approval of a resolution amending language in the Southern Linc Contract from Recessed Council Meeting held December 18, 2018

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 January 15, 2019 at 6:30 PM
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 2, 2019**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Office closed Monday, January 21, 2019 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.

NOTES:

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the third Monday of January as the day for the observance of the birthdays of ROBERT E. LEE and DR. MARTIN LUTHER KING, JR., and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

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

MONDAY, JANUARY 21, 2019

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 19th day of December, 2018.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 2, 2019**

ITEM DESCRIPTION:

PRESENTATION AGENDA

NOTES:

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

Council Meeting:
Title:

**January 2, 2019
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 000-2019

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 the 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 January 2, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	190680	01/02/2019	12/17/2018			422.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3307702067	12/07/2018			422.97
001	C SPIRE WIRELESS	190681	01/02/2019	12/17/2018			555.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		032680896	11/12/2018			555.61
001	M & E FEED & SEED	190685	01/02/2019	12/18/2018			41.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		273871	11/09/2018			41.99
001	FUELMAN	190687	01/02/2019	12/19/2018			2,582.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP54937854	12/17/2018			1,951.67
	001-161-525	UNL & DSL FUEL		NP54937854	12/17/2018			493.52
	001-170-525	UNL FUEL		NP54937854	12/17/2018			74.97
	001-205-525	UNL FUEL		NP54937854	12/17/2018			62.54
001	JACKSON COUNTY CHAMBER OF COMMERCE	190689	01/02/2019	12/19/2018			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-681	LEADERSHIP JC: ANKERSON,S		29188	12/18/2018			1,300.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190691	01/02/2019	12/20/2018			183.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-045-500	LEX 71B10KO BLACK TONER (2)		3398513618	12/06/2018			183.98
001	GLOBALSTAR	190692	01/02/2019	12/20/2018			85.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0009946334	12/16/2018			85.98
001	AT&T	190702	01/02/2019	12/26/2018			176.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	12/14/2018			176.16
001	CABLE ONE INC	190703	01/02/2019	12/26/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2019: SFD #122025091		12162018	12/23/2018			83.32
001	CABLE ONE INC	190704	01/02/2019	12/26/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2019: CFD #122024086		12162018	12/23/2018			83.32
001	AT&T	190713	01/02/2019	12/26/2018			108.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	12/14/2018			108.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	190715	01/02/2019	12/26/2018			31.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC TELECOM SERV	2284970262	12/14/2018			31.80	
001	AIRGAS USA LLC	190717	01/02/2019	12/26/2018			203.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9083563820	12/17/2018			203.90	
001	DELTA COMPUTER SYSTEMS INC	190718	01/02/2019	12/26/2018			485.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	ACCTG SOFTWARE MAINT	MN133108	12/15/2018			335.00	
	001-092-698	VOTER REG SOFTWARE MAINT	MN133108	12/15/2018			20.00	
	001-092-698	PRIV LICENSE SOFTWARE MAINT	MN133109	12/15/2018			130.00	
001	AT&T	190719	01/02/2019	12/26/2018			2,858.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284978000	12/14/2018			2,858.51	
001	FUELMAN	190721	01/02/2019	12/26/2018			2,567.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP54977857	12/24/2018			81.86	
	001-100-525	UNL FUEL	NP54977857	12/24/2018			1,781.25	
	001-161-525	UNL & DSL FUEL	NP54977857	12/24/2018			489.49	
	001-170-525	UNL & DSL FUEL	NP54977857	12/24/2018			169.41	
	001-205-525	DSL FUEL	NP54977857	12/24/2018			45.69	
001	CITY OF GAUTIER 7M BOND ACCT	190734	01/02/2019	12/26/2018			83,285.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-900-969	TR S2010 INT PMT	02012019	01/02/2019			83,285.00	
001	CITY OF OCEAN SPRINGS	190735	01/02/2019	12/26/2018			6,962.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	REIMB TRAINING: CARLSON,C	S 21-25-3	12/25/2018			6,962.55	
001	K & R SERVICES INC	190736	01/02/2019	12/26/2018			228.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-639	SOLENOID	39204	12/20/2018			100.80	
	001-205-639	LABOR	39204	12/20/2018			127.50	
001	TRIDENT INSURANCE SERVICES	190737	01/02/2019	12/27/2018			448.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	DEDUCTIBLE: BRADLEY CLAIM	96258	01/01/2019			448.60	
001	ALABAMA MEDIA GROUP	190738	01/02/2019	12/27/2018			18.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	NOTICE: GPC# 18-23-VAR	0008938453	12/16/2018	190286		18.60	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	190739	01/02/2019	12/27/2018			437.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	FRONT CAP: GPD LOGO (70)		21492	12/14/2018	190188		332.50
	001-100-535	BACK CAP: GAUTIER POLICE (70)		21492	12/14/2018	190188		105.00
001	REYNOLDS WHOLESALE CO	190740	01/02/2019	12/27/2018			22.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	HD PLASTIC FORKS (300)		61692	12/13/2018	190291		12.87
	001-170-559	DINNER NAPKINS (500)		61692	12/13/2018	190291		9.95
001	PASCAGOULA SHEET METAL WORKS INC	190742	01/02/2019	12/27/2018			19.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	3/16" CARBON STL FLAT BAR 10'		77081	12/11/2018	190283		19.75
001	CUSTOM PRODUCTS CORPORATION	190744	01/02/2019	12/27/2018			133.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	18X54 ST SIGN: LADNIER		313655	12/17/2018	190276		106.63
	001-201-565	FREIGHT		313655	12/17/2018	190276		26.90
001	COOPER FAMILY MED CENTER	190745	01/02/2019	12/27/2018			310.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	ACADEMY PHYSICAL: WHITE, C		38282	12/17/2018	190206		100.00
	001-100-604	EKG: WHITE, CHARLES		38282	12/17/2018	190206		55.00
	001-100-604	ACADEMY PHYSICAL: WYLLIE, P		38282	12/17/2018	190257		100.00
	001-100-604	EKG: WYLLIE, PATRICK		38282	12/17/2018	190257		55.00
001	MS TROPHY LLC	190746	01/02/2019	12/27/2018			250.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	COLLAR BRASS: GFD (5)		11338	12/11/2018	190087		150.00
	001-161-535	COLLAR BRASS: MISS (5)		11338	12/11/2018	190087		65.50
	001-161-535	SHIPPING		11338	12/11/2018	190087		3.75
	001-100-535	NAME-SERVING BAR: HOLTER		11357	12/14/2018	190167		31.70
001	SOUTHERN PIPE & SUPPLY	190747	01/02/2019	12/27/2018			98.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	WATER SAVER REPAIR KIT (3)		2558981-00	12/05/2018	190260		83.85
	001-205-559	VAC BREAKER REPAIR KIT (3)		2558981-00	12/05/2018	190260		15.03
001	GOODYEAR AUTO CENTER	190748	01/02/2019	12/27/2018			324.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WRL FORTITUDE HT (2): U#19591		206489	12/13/2018	190295		268.94
	001-100-638	F-E ALIGNMENT: U# 19591		206489	12/13/2018	190295		54.00
	001-100-638	WASTE TIRE FEE		206489	12/13/2018	190295		2.00
001	SECURE NETWORKS LLC	190751	01/02/2019	12/27/2018			357.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	SEAGATE 8TB INT HARD DRIVE		3647	12/18/2018	190275		347.00
	001-100-639	SHIPPING		3647	12/18/2018	190275		10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190752	01/02/2019	12/27/2018			823.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	DRY-ERASE ERASER (2)	3398786293	12/08/2018	190271		1.86	
	001-170-500	2019 STPL 11X8 PLANNER (3)	3398786293	12/08/2018	190271		33.33	
	001-170-500	2019 ERASEABLE WALL CALENDAR	3398786293	12/08/2018	190271		31.24	
	001-170-500	CS WT COPY PAPER LTR (15)	3398786293	12/08/2018	190271		584.25	
	001-045-559	STPL 25' CAT5 ETHERNET CABLE	3396956816	11/21/2018	190203		9.99	
	001-045-559	STPL 15' USB 2.0 AB CABLE	3396956816	11/21/2018	190203		9.99	
	001-022-500	RM CANARY PAPER (2)	3396956816	11/21/2018	190203		10.58	
	001-045-559	STPL 25" CAT5E ETHERNET CABLE	3398444286	12/05/2018	190203		-9.99	
	001-045-559	STPL 15' USB 2.0 CABLE	3398444286	12/05/2018	190203		-9.99	
	001-022-500	RM CANARY PAPER (2)	3398444286	12/05/2018	190203		-10.58	
	001-040-500	SHARPIE PEN FINE BK 12/PK	3399078294	12/13/2018	190289		17.54	
	001-040-500	BROTHER DR221CL DRUM SET	3399078294	12/13/2018	190289		149.99	
	001-022-500	RM CANARY PAPER LTR	3399078294	12/13/2018	190289		5.29	
001	CUPIT SIGNS INC	190753	01/02/2019	12/27/2018			56.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-615	UPDATE CHRISTMAS BANNER INFO	30582	11/07/2018	190154		56.97	
001	EMERGENCY EQUIPMENT PROFESSIONALS	190754	01/02/2019	12/27/2018			5,154.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	REPAIR PARTS: ENGINE 1	439395	12/18/2018	190268		2,274.39	
	001-161-638	LABOR & TRAVEL TIME: ENGINE 1	439395	12/18/2018			2,880.00	
001	AXON ENTERPRISE INC	190757	01/02/2019	12/27/2018			3,915.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	YELLOW X26P CEW,HANDLE (3)	SI-1566736	12/14/2018	190272		3,066.00	
	001-100-799	RT HAND HOLSTER X26P BK (3)	SI-1566736	12/14/2018	190272		183.00	
	001-100-799	PPM STD BATTERY PK X26P (3)	SI-1566736	12/14/2018	190272		186.00	
	001-100-799	25' STD CARTRIDGE X26P (15)	SI-1566736	12/14/2018	190272		480.00	
001	MEDTECH FORENSICS INC	190758	01/02/2019	12/27/2018			758.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	TRI-TECH MS GSR KIT 10/CS (4)	30442	12/17/2018	190233		304.00	
	001-100-559	BIOHZD EVID INTGRTY STRP (200)	30442	12/17/2018	190233		27.34	
	001-100-559	EVID-CHAIN OF POSS TAG (200)	30442	12/17/2018	190233		45.22	
	001-100-559	HIFI VOLCANO LATENT PRNT POWDR	30442	12/17/2018	190233		127.21	
	001-100-559	BLACK NITRILE PF GLOVES (1000)	30442	12/17/2018	190233		195.20	
	001-100-559	SHIPPING AND HANDLING	30442	12/17/2018	190233		60.00	
001	DELTA INDUSTRIAL SERVICE AND SUPPLY	190759	01/02/2019	12/27/2018			1,617.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	LAKELAND COAT SZ 44	68020	12/21/2018	181089		525.00	
	001-161-535	DEFNDR M THERMAL STEDAIR 3000	68020	12/21/2018	181089		342.00	
	001-161-535	LAKELAND PANT 38 X 30	68020	12/21/2018	181089		400.00	
	001-161-535	DEFNDR M THERMAL STEDAIR 3000	68020	12/21/2018	181089		275.00	
	001-161-535	3" LETTERING YLW-LIME	68020	12/21/2018	181089		15.00	
	001-161-535	STEALTH VELCRO TAIL LTR PATCH	68020	12/21/2018	181089		33.00	
	001-161-535	BLACK THUMB LOOP	68020	12/21/2018	181089		8.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA INDUSTRIAL SERVICE AND SUPPLY	190759	01/02/2019	12/27/2018			1,617.96	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	SHIPPING		68020	12/21/2018	181089		19.96
001	DRONE NERDS INC	190760	01/02/2019	12/27/2018			2,321.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	DJI INSPIRE V2.0 DRONE		I100044	10/26/2018	190112		1,399.00
	001-161-639	DJI INSPIRE 1 BATTERY TB47		I100044	10/26/2018	190112		477.00
	001-161-639	CGEAR 3X3 LANDING PAD MAT		I100044	10/26/2018	190112		34.99
	001-161-639	DJI PHANTM REMOTE MONITOR HOOD		I100044	10/26/2018	190112		19.00
	001-161-639	LUME CUBE LIGHTING KIT		I100044	10/26/2018	190112		179.99
	001-161-639	LANDING MODE CASE		I100044	10/26/2018	190112		469.00
	001-161-639	10% DISCOUNT		I100044	10/26/2018	190112		-257.90
001	JERRY LEE'S	190761	01/02/2019	12/27/2018			93.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	CASE BOTTLED WATER		#0148	12/18/2018	190299		93.34
001	SINGING RIVER ELECTRIC COOPERATIVE	190763	01/02/2019	12/27/2018			495.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		12152018	12/21/2018			245.05
	001-161-631	MARTIN BLUFF FD 58380001		12162018	12/26/2018			126.44
	001-201-629	SIGNAL LIGHTS 17546		12162018	12/26/2018			32.38
	001-092-631	CITY LIMIT SIGN 17546		12162018	12/26/2018			25.69
	001-100-631	MBLUFF SUB STN 58521002		12162018	12/26/2018			65.84
FUND TOTAL	1 Claims	to	Checks	39 Total	119,906.79 Manual	Held	Total	119,906.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	190732	01/02/2019	12/26/2018			83,284.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-813	GAUTIER GO BOND S2010		3194	11/20/2018			83,284.38
FUND TOTAL 130 Claims	to	Checks	1 Total	83,284.38 Manual		Held	Total	83,284.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	144TH MARKETING GROUP LLC	190756	01/02/2019	12/27/2018			2,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	RAPTOR RP1,DUAL KA-BAND ANTNNNA		20879	12/13/2018	190222		1,975.00
	157-100-799	SHIPPING		20879	12/13/2018	190222		35.00
FUND TOTAL 157 Claims	to	Checks	1 Total	2,010.00 Manual		Held		Total 2,010.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SOUTHERN PIPE & SUPPLY	190678	01/02/2019	12/17/2018			56.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	4 PVC BACKWATER VALVE (2)		2555753-00	12/04/2018			56.94
176	AD2 INC	190686	01/02/2019	12/18/2018			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE JAN 2019		3377	12/15/2018			36.50
	176-170-699	SHOPPING CART FEE JAN 2019		3377	12/15/2018			115.00
176	AT&T	190690	01/02/2019	12/19/2018			49.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	DEC 2018: SSP INTERNET		285615432	12/11/2018			49.94
176	AT&T	190714	01/02/2019	12/26/2018			91.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	12/14/2018			91.10
176	GULF SALES AND SUPPLY INC	190743	01/02/2019	12/27/2018			428.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-702	135000 BTU KEROSENE HEATER		480743	12/12/2018	190282		428.42
176	CARPET MART INC	190749	01/02/2019	12/27/2018			2,227.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	89.33 YD CARPET & PAD INSTLD		20181218	12/18/2018	190288		1,518.61
	176-170-635	18.33 YD ROLL VINYL		20181218	12/18/2018	190288		219.96
	176-170-635	VINYL ADHESIVE		20181218	12/18/2018	190288		50.00
	176-170-635	VINYL INSTALLATION		20181218	12/18/2018	190288		150.00
	176-170-635	CARPET REMOVAL		20181218	12/18/2018	190288		89.33
	176-170-635	FLOOR PREP		20181218	12/18/2018	190288		200.00
176	CENTRAL BUSINESS FORMS	190755	01/02/2019	12/27/2018			114.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	2000 CAMPING PASS-HANGERS		19231	12/05/2018	190267		98.00
	176-170-500	SHIPPING		19231	12/05/2018	190267		16.00
FUND TOTAL 176 Claims	to	Checks	7 Total	3,119.80 Manual		Held	Total	3,119.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
301	ADVANCED CONSTRUCTION AND DEVELOPMNT LLC	190707	01/02/2019	12/26/2018			78,660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	301-600-683	CONSTRUCTION: SPILLWAY		1	12/21/2018			78,660.00
FUND TOTAL 301 Claims	to	Checks	1 Total	78,660.00	Manual	Held	Total	78,660.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	190705	01/02/2019	12/26/2018			9,725.00	
		Description		Invoice #	Date	P.O.	Amount	
		TOWN COMMONS: DESIGN SERVICES		6885	12/19/2018		9,725.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	9,725.00	Manual	Held	Total	9,725.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	SEYMOUR ENGINEERING PLLC	190727	01/02/2019	12/26/2018			20,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-603	DESIGN/PERMITTING 60%		6883	12/19/2018			13,000.00
	350-721-603	GEOTECHNICAL TESTING 60%		6883	12/19/2018			7,500.00
FUND TOTAL 350 Claims	to	Checks	1 Total	20,500.00	Manual	Held	Total	20,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SAMPLE HICKS & ASSOCIATES INC	190728	01/02/2019	12/26/2018			8,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-601	APPLICATION PREPARATION		1218-13	12/31/2018			5,000.00
	351-726-601	ENVIRONMENTAL CLEARANCE		1218-14	12/31/2018			3,000.00
351	SEYMOUR ENGINEERING PLLC	190729	01/02/2019	12/26/2018			19,980.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-787	FLOW TEST, HYDRAULIC ANALYSIS		6884	12/19/2018			12,500.00
	351-726-787	DESIGN SURVEYS		6884	12/19/2018			7,480.00
FUND TOTAL 351 Claims	to	Checks	2 Total	27,980.00	Manual	Held	Total	27,980.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC	190730	01/02/2019	12/26/2018			5,637.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	354-722-603	ENGINEERING PLANS & SPECS		6886	12/19/2018			5,637.50
FUND TOTAL 354 Claims	to	Checks	1 Total	5,637.50	Manual	Held	Total	5,637.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2012 GUD BONDS DEBT SERVICE	190607	01/02/2019	12/12/2018			17,363.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	JAN 2019 PRN PMT		01012019	12/31/2018			17,363.75
400	2018 BOND DEBT SERVICE FUND	190610	01/02/2019	12/11/2018			30,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2019: 2018 BOND DS		01012019	01/01/2019			30,000.00
400	CITY OF GAUTIER	190676	01/02/2019	12/17/2018			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12102018	12/10/2018			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		12102018	12/10/2018			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		12102018	12/10/2018			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		12102018	12/10/2018			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		12102018	12/10/2018			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		12102018	12/10/2018			9,665.99
400	MSC 7511	190677	01/02/2019	12/17/2018			373.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2820375	12/09/2018			166.49
	400-650-698	MPC4504 USAGE:B/W		INV2820375	12/09/2018			27.26
	400-650-698	MPC4504 USAGE:COLOR		INV2820375	12/09/2018			179.90
400	COMM-TECH SOLUTIONS INC	190679	01/02/2019	12/17/2018			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	LABOR: MOVE EXT 311		16222	12/11/2018			75.00
400	AT&T	190682	01/02/2019	12/17/2018			60.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	12/16/2018			60.03
400	FUELMAN	190688	01/02/2019	12/19/2018			109.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54937854	12/17/2018			109.64
400	ARISTA INFORMATION SYSTEMS INC	190701	01/02/2019	12/26/2018			5,458.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2018 STATEMENTS		26613	12/19/2018			1,458.35
	400-650-698	NOV 2018 POSTAGE		1425201812	12/19/2018			4,000.00
400	COGENT STRATEGIES LLC	190706	01/02/2019	12/26/2018			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1378	12/24/2018			7,500.00
400	CABLE ONE INC	190708	01/02/2019	12/26/2018			54.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2019: #107663106		12162018	12/23/2018			54.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190716	01/02/2019	12/26/2018			128.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	12/14/2018			128.80
400	FUELMAN	190723	01/02/2019	12/26/2018			114.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54977857	12/24/2018			114.31
400	SEYMOUR ENGINEERING PLLC	190731	01/02/2019	12/26/2018			1,660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	GENERAL ENGINEERING		6887	12/19/2018			1,660.00
400	SINGING RIVER ELECTRIC COOPERATIVE	190733	01/02/2019	12/26/2018			2,437.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		12152018	12/21/2018			1,089.24
	400-651-631	LIFT STATIONS 28779		12152018	12/21/2018			92.05
	400-651-631	SCHOONER WELL 20688		12112018	12/19/2018			1,008.03
	400-651-631	LIFT STATIONS 20688		12112018	12/19/2018			248.63
400	REYNOLDS WHOLESALE CO	190741	01/02/2019	12/27/2018			522.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	30X36 WHITE CAN LINERS 200 CT		61693	12/13/2018	190292		59.85
	400-650-510	24X33 WHITE CAN LINERS 500 CT		61693	12/13/2018	190292		45.90
	400-650-510	LYSOL 19OZ SPRAY 12/CS (2)		61693	12/13/2018	190292		150.96
	400-650-510	CASE NABC CLEANER 4/1 GALLON		61693	12/13/2018	190292		46.00
	400-650-510	PINE SOL 3/144OZ BOTTLES		61693	12/13/2018	190292		32.85
	400-650-510	TIME MIST SPY:CNTRY GARDEN (6)		61693	12/13/2018	190292		27.00
	400-650-510	TIME MIST SPY:CLEAN/FRESH (6)		61693	12/13/2018	190292		27.00
	400-650-510	PAPER TOWELS 30/CS (2)		61693	12/13/2018	190292		51.80
	400-650-510	TOILET TISSUE 96/CS (2)		61693	12/13/2018	190292		81.00
400	SOUTHERN WATERWORKS SUPPLY INC	190750	01/02/2019	12/27/2018			337.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	8" MJ CUT IN SLEEVE		78108	12/17/2018	190121		337.55
400	J H WRIGHT & ASSOCIATES INC	190762	01/02/2019	12/27/2018			1,025.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	KEEN LCG2301SL GRINDER PUMP		411679	12/11/2018	190230		700.00
	400-651-583	KEEN CONTROL PANEL		411679	12/11/2018	190230		325.00
400	SINGING RIVER ELECTRIC COOPERATIVE	190764	01/02/2019	12/27/2018			4,745.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		12162018	12/26/2018			70.21
	400-651-631	LIFT STNS 89702001		12162018	12/26/2018			31.79
	400-651-631	LIFT STNS 17881		12162018	12/26/2018			2,425.03
	400-651-631	WATER WELLS 17881		12162018	12/26/2018			2,218.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190765	01/02/2019	12/27/2018			156.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	12/14/2018		156.80	
FUND TOTAL 400 Claims	to	Checks	19 Total	115,550.21	Manual	Held	Total	115,550.21

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	39 Total	119,906.79 Manual	Held	Total	119,906.79
FUND 130 Claims	to	Checks	1 Total	83,284.38 Manual	Held	Total	83,284.38
FUND 157 Claims	to	Checks	1 Total	2,010.00 Manual	Held	Total	2,010.00
FUND 176 Claims	to	Checks	7 Total	3,119.80 Manual	Held	Total	3,119.80
FUND 301 Claims	to	Checks	1 Total	78,660.00 Manual	Held	Total	78,660.00
FUND 304 Claims	to	Checks	1 Total	9,725.00 Manual	Held	Total	9,725.00
FUND 350 Claims	to	Checks	1 Total	20,500.00 Manual	Held	Total	20,500.00
FUND 351 Claims	to	Checks	2 Total	27,980.00 Manual	Held	Total	27,980.00
FUND 354 Claims	to	Checks	1 Total	5,637.50 Manual	Held	Total	5,637.50
FUND 400 Claims	to	Checks	19 Total	115,550.21 Manual	Held	Total	115,550.21
Total for all Funds		Checks	73 Total	466,373.68 Manual	Held	Total	466,373.68

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

January 2, 2019
Receive November 2018 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive November 2018 Finance Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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 November 2018 is hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 2, 2019.

NOVEMBER 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,152,912.77
MS Development Loan Katrina	Depository Account	007-000-001	\$240.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$40,971.45)
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$1,158.43
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	\$579,020.30
Fire Protection Fund	Depository Account	160-000-001	\$237,831.76
Tidelands Grant	Depository Account	171-000-001	(\$10,600.00)
Library Support Fund	Depository Account	172-000-001	\$1,759.38
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$73,455.93
USDA NRCS EWP Program	Depository Account	300-000-001	(\$127,829.32)
Pine Cone Drive Spillway	Depository Account	301-000-001	\$159,625.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	\$73,681.71
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$481,564.40
Town Commons Park Project	Depository Account	304-000-001	\$500,000.00
Solid Waste Fund	Depository Account	404-000-001	(\$47,154.91)
EPA: Brownfields Assessment	Depository Account	409-000-001	\$0.00

General Ledger Cash Balance \$3,136,707.44

General Depository Reconciled Cash Balance **\$3,135,896.98**

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	(\$58,988.00)
Bemis Sewer Project	Enterprise Account	351-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$2,898,234.66
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 \$2,895,534.18

Enterprise Reconciled Cash Balance **\$2,892,028.23**

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$308,868.97
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$142,959.10
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	\$298,016.59
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	\$10,040.81
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	\$10,040.81
W&S Rev Bond S2018: Construction	Bond Fund	Funds 352-354	\$3,444,447.74
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	\$873,814.24
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	\$492,702.34
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$275,700.70
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$701,160.06

Total Bond & Restricted Reconciled Cash Balances **\$6,557,751.36**

**NOVEMBER 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2019	NOV 2018	Balance	16.66% % to date
General Fund Revenues	10,220,685.00	784,880.60	9,435,804.40	7.6%
Expenditures:				
001 Legislative	158,969.00	29,782.93	129,186.07	18.7%
010 City Court	322,255.00	40,134.53	282,120.47	12.4%
021 City Manager	259,533.00	43,649.25	215,883.75	16.8%
022 Human Resources	125,631.00	21,244.19	104,386.81	16.9%
040 City Clerk	291,241.00	38,441.11	252,799.89	13.1%
045 Finance	225,702.00	44,473.69	181,228.31	19.7%
060 City Attorney	130,000.00	20,000.00	110,000.00	15.3%
090 Economic Dev - Planning	371,209.00	67,457.20	303,751.80	18.1%
092 Building & General Expenses	569,200.00	277,506.27	291,693.73	48.7%
094 Grants & Project Admin	154,639.00	28,868.54	125,770.46	18.6%
100 Police	3,471,472.00	564,666.92	2,906,805.08	16.2%
161 Fire	2,562,288.00	461,245.27	2,101,042.73	18.0%
170 Recreation	585,705.00	93,059.60	492,645.40	15.8%
201 PW: Streets	286,420.00	17,810.75	268,609.25	6.2%
205 PW: Maintenance	245,788.00	47,758.08	198,029.92	19.4%
900 Interfund Transfers	830,452.00	0.00	830,452.00	
General Fund Expenditures	10,590,504.00	1,796,098.33	8,794,405.67	16.9%
<i>Total Operating Expenditures</i>	9,404,276.00	1,773,267.85	7,631,008.15	
<i>Total Capital Outlay Expenditures</i>	291,800.00	22,830.48	268,969.52	
<i>Total Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Total Transfers Out</i>	830,452.00	0.00	830,452.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,590,504.00	1,796,098.33	8,794,405.67	
<i>Personnel</i>	7,389,434.00	1,359,022.38	6,030,411.62	
<i>Supplies</i>	474,867.00	44,299.16	430,567.84	
<i>Other Services</i>	1,539,975.00	369,946.31	1,170,028.69	
<i>Capital Outlay</i>	291,800.00	22,830.48	268,969.52	
<i>Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Interfund Transfers for DS</i>	830,452.00	0.00	830,452.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,590,504.00	1,796,098.33	8,794,405.67	

**NOVEMBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of NOV 2018	Balance	16.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	0.00	280,259.00	
Expenditures	280,309.00	0.00	280,309.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	0.00	46,324.00	
Expenditures	46,324.00	0.00	46,324.00	
029 MDOT Safe Routes to School				
Revenues	27,155.81	0.00	27,155.81	
030 MDAH 2014 Community Heritage				
Expenditures	0.00	0.00	0.00	
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	5,428,367.47	1,145.98	5,427,221.49	
Expenditures	5,665,471.60	0.00	5,665,471.60	
157 US Justice Equitable Sharing				
Revenues	0.00	173,209.60	(173,209.60)	
Expenditures	50,000.00	11,942.59	38,057.41	23.8%
160 Fire Protection Fund				
Revenues	104,000.00	0.00	104,000.00	
Expenditures	179,915.06	29.50	179,885.56	
171 Combined Tidelands Grant				
Revenues	707,700.99	0.00	707,700.99	
Expenditures	697,199.49	4,100.00	693,099.49	0.5%
172 Library Support Fund				
Revenues	110,096.00	3,291.11	106,804.89	2.9%
Expenditures	110,096.00	1,531.73	108,564.27	1.3%
176 Shepard State Park				
Revenues	95,500.00	19,427.00	76,073.00	20.3%
Expenditures	128,450.00	12,446.33	116,003.67	9.6%
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	60,416.45	274,783.55	18.0%
Expenditures	274,964.00	0.00	274,964.00	

**NOVEMBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of NOV 2018	Balance	16.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	11,176.84	23.16	99.7%
300 USDA-NRCS EWP				
Revenues	344,795.00	0.00	344,795.00	
Expenditures	161,250.00	0.00	161,250.00	
301 Pine Cone Drive Spillway				
Expenditures	164,525.60	4,900.00	159,625.60	2.9%
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	0.00	0.00	0.00	
Expenditures	76,261.71	2,580.00	73,681.71	3.3%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	578,784.00	0.00	578,784.00	
Expenditures	1,060,348.40	0.00	1,060,348.40	
304 Town Commons Park Project				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	0.00	0.00	0.00	
350 Elevated Water Tank				
Revenues	1,086,500.00	0.00	1,086,500.00	
Expenditures	1,044,000.00	16,488.00	1,027,512.00	1.5%
351 Bemis Sewer Project				
Revenues	1,302,014.00	0.00	1,302,014.00	
Expenditures	1,302,014.00	0.00	1,302,014.00	
352 2018 Bond General Construction/Admin				
Revenues	10,000.00	12,732.50	(2,732.50)	127.3%
Expenditures	1,446,448.00	0.00	1,446,448.00	
353 Hwy 57 Utility Line Relocation				
Revenues	2,143,479.00	0.00	2,143,479.00	
Expenditures	2,143,479.00	0.00	2,143,479.00	
354 Robinson Still Road Utility Extension				
Revenues	336,318.00	0.00	336,318.00	
Expenditures	336,318.00	12,277.50	324,040.50	3.6%
404 Solid Waste Fund				
Revenues	1,567,944.00	96,840.38	1,471,103.62	6.1%
Expenditures	1,484,526.00	208,981.43	1,275,544.57	14.0%

**NOVEMBER 2018
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2018	As of NOV 2018	Balance	16.66% % to date
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	0.00	56,287.52	
495 DS Reserve Fund: 2012 Bond				
Revenues	600.00	1,818.20	(1,218.20)	303.0%
Expenditures	491,325.00	0.00	491,325.00	
497 DS Fund: 2013 SO Bond				
Revenues	1,000.00	786.01	213.99	78.5%
Expenditures	2,000.00	0.00	2,000.00	
602 DS Fund: 2012 Bond Refinance				
Revenues	575,280.00	44,622.49	530,657.51	7.7%
Bonds Payable	1,403,900.00	0.00	1,403,900.00	

**NOVEMBER 2018
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2019	NOV 2018	Balance	16.66% % to date
Utility Fund Revenues	9,124,000.00	1,531,971.24	7,592,028.76	16.7%
Administration	3,187,726.00	576,958.00	2,610,768.00	18.0%
Water & Sewer O & M	3,020,016.00	399,548.24	2,620,467.76	13.2%
Debt Service	1,164,489.00	272,029.09	892,459.91	23.3%
Transfers	2,435,335.00	70,000.00	2,365,335.00	2.8%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,007,566.00	1,318,535.33	8,689,030.67	13.1%
 <i>Total Operating Expenditures</i>	 5,995,742.00	 883,680.24	 5,112,061.76	
<i>Total Capital Outlay Expenditures</i>	212,000.00	92,826.00	119,174.00	
<i>Total Debt Service</i>	1,164,489.00	272,029.09	892,459.91	
<i>Total Interfund Transfers</i>	2,435,335.00	70,000.00	2,365,335.00	
<i>Total Contingency Expenditures</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	10,007,566.00	1,318,535.33	8,689,030.67	
 <i>Personnel</i>	 487,033.00	 56,925.86	 430,107.14	
<i>Supplies</i>	305,000.00	18,178.22	286,821.78	
<i>Other Services</i>	5,203,709.00	808,576.16	4,395,132.84	
<i>Capital Outlay</i>	212,000.00	92,826.00	119,174.00	
<i>Debt Service</i>	1,164,489.00	272,029.09	892,459.91	
<i>Interfund Transfers</i>	2,435,335.00	70,000.00	2,365,335.00	
<i>Contingencies</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	10,007,566.00	1,318,535.33	8,689,030.67	

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

January 2, 2019
Approval of minutes from Recessed Council
Meeting held December 18, 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held December 18, 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	☐
☐		☐		☐		☐		☐	

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held December 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 **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 January 2, 2019.

Tuesday
December 18, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESS MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held December 18, 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
December 18, 2018 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Offices closed Monday, December 24, 2018 and Tuesday, December 25, 2018 in observance of Christmas; and on Monday, December 31, 2018 and January 1, 2019 in observance of New Year's Day.**
- IV. Presentation Agenda**
- V. Business Agenda**

- 1. Approve creation and classification of positions on Revised Schedule of Authorized Positions**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration for a variance allowing a decrease in front property set back requirements from the minimum requirement of twenty-five (25) feet to twelve (12) feet in an R1 zoning district. (GPC Case No. 18-22-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Approval to authorize Mayor Torjusen to execute a sub grant agreement with the Mississippi Development Authority for Community Development Block Grant for funding public facilities improvements.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the Shepard State Park Boardwalk Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Authorization to enter into an Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks and Associates, Inc. relating to the CDBG Public Facilities grant for the Bemis Avenue Sewer Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Authorization to mutually rescind prior contract with Seymour Engineering and to enter into a new Professional Services Agreement with Seymour Engineering to work for associated with the Bemis Avenue Sewer project**

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

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

1. **Approval of minutes from Regular Council Meeting held December 4, 2018.**
2. **Approval to enter into a contract agreement with Southern Linc**
3. **Resolution removing office equipment from Police Department inventory and declaring the equipment surplus**
4. **Authorization to purchase a 2019 Ford F150 pickup truck**
5. **Reappointment of three incumbents to the Gautier Historic Preservation Commission**
6. **Approve the Engagement Contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion**
7. **Approve the amendment to the agreement between the City of Gautier and Mississippi State University's GCCDS regarding a no cost Contract extension until December 31, 2019.**

8. Authorization to adopt an Alternate Signature Resolution as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.
9. Authorization to adopt a Code of Standards of Conduct Resolution as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.
10. Authorization to adopt an Antidisplacement Resolution as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.
11. Authorization to adopt a Fair Housing Resolution as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.
12. Authorization to adopt a Minority and Women Owned Business Goals Resolution as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.
13. Authorization to adopt a Prohibition of Excessive Force Resolution as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

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 January 2, 2019 at 6:30 PM
www.gautierms.gov

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

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

1. Add Corrected Business Agenda Item #3- Approval to authorize Mayor Torjusen to execute a sub grant agreement with the Mississippi Development Authority for Community Development Block Grant for funding public facilities improvements.
2. Add Corrected Business Agenda Item #6- Authorization to mutually rescind prior contract with Seymour Engineering and to enter into a new Professional Services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer project
3. Add Corrected Memo to Consent Agenda Item #6- Approve the Engagement Contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion
4. Correct the Attachment for Business Agenda Item #2- At the top of the Excerpt, the address should read, 2100 Soundview, as well as the (GPC Case No. 18-22-VAR).
5. Correct the Attachment for Consent Agenda Item #2- On the Southern Linc Contract, the shipping address should read, 3330 Highway 90.

Councilwoman Martin seconded the motion. The vote was carried unanimously.

Announcements

1. Offices closed Monday, December 24, 2018 and Tuesday, December 25, 2018 in observance of Christmas; and on Monday, December 31, 2018 and January 1, 2019 in observance of New Year's Day.
-

Presentation

None

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 22, 2018, in observance of THANKSGIVING DAY; on Tuesday, December 25, 2018, in observance of CHRISTMAS DAY; and on Tuesday, January 1, 2019, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 23, 2018, in further observance of the Thanksgiving holiday; on Monday, December 24, 2018, in further observance of Christmas; and on Monday, December 31, 2018, in further observance of the New Year; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.



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

DONE in the City of Jackson, on the 16th day of October in the year of our Lord, two thousand and eighteen, and of the Independence of the United States of America, the two hundred and forty-third.



PHIL BRYANT
GOVERNOR

BY THE GOVERNOR



C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE

Councilman Vaughan made the motion to approve the creation and classification of positions on Revised Schedule of Authorized Positions to correct the finding on the Audit, 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:

ORDINANCE NUMBER 248-2018

**ORDINANCE APPROVING CREATION OF SPECIFIED POSITIONS, AND
A REVISED SCHEDULE OF AUTHORIZED POSITIONS**

**AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI,
PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI
ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO
CREATE AND RECLASSIFY SPECIFIED POSITIONS, AND TO
APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.**

WHEREAS, the City Manager has recommended creation of the following position pursuant to Miss. Code Ann. 21-9-45:

1. Finance Department/Court Division
 - a. Deputy Court Clerk (1)

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

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

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on December 18, 2018 to consider creation of the specified position, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council creates the following positions:

1. Finance Department/Court Division
 - a. Deputy Court Clerk (1)

- B. The Official Schedule of Authorized Positions shall be amended as Attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

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

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

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **18th** day of December, 20**18**.

Phil Torjusen, Mayor

Attest: _____

Cynthia Russell
City Clerk

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, Comptroller
Date: December 5, 2018
Subject: Creation of Additional Court Position

REQUEST:

Create Deputy Court Clerk position in Court Division and approve revised Schedule of Authorized Positions.

BACKGROUND:

Address audit issues within the Court Division.

DISCUSSION:

The FY 2017 audit cited a significant deficiency due to an inadequate segregation of duties in the Court Division. While several steps have been taken to improve internal controls within the division, we are unable to effectively address the segregation of duties issue without additional personnel. This position will require additional funding to be allocated to the division.

RECOMMENDATION:

The City Manager recommends the City Council approve the attached Schedule of Authorized Positions as presented.

The City Council may:

- 1) Approve the Schedule of Authorized Positions
- 2) Reject the Schedule of Authorized Positions

Attachments:

1. Schedule of Authorized Positions

SCHEDULE OF AUTHORIZED POSITIONS FY 2019

Department - Positions	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
<u>JUDICIAL DEPARTMENT</u>					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				2	
Total Non-Funded					
<u>EXECUTIVE DEPARTMENT</u>					
City Manager	N/A	N/A	1		
Administrative Assistant III - DCC	2080	11	1		
Economic Developer			Unfunded (1)		
Total Funded			2		
Total Non-Funded			1		
<u>GRANTS AND PROJECTS DEPT.</u>					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Administrative Clerk	2080	8	1		
Total Funded			3		
Total Non-Funded					
<u>RECREATION DEPT.</u>					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		
Parks Supervisor	2080	12	1		
Grounds and Maint. Oper. Crew Ldr	2080	9	1		
Grounds and Maintenance Oper.	2080	7	2		
Student Administrative Clerk	N/A	N/A		1	
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		3	
Custodian	2080	7	1		
Total Funded			7	5	
Total Non-Funded					
<u>FINANCE DEPARTMENT</u>					
Comptroller	2080	21	1		
Assistant Comptroller	2080	17	1		
Accounting Generalist	2080	11	1		
<u>Court Division</u>					
Court Clerk	2080	13	1		
Deputy Court Clerk	2080	10	2		
Total Funded			6		
Total Non-Funded					
<u>HUMAN RESOURCES DEPARTMENT</u>					
Director	2080	19	1		
HR Generalist	2080	10	1		

Maintenance Division

Mechanic	2080	14	2
Multi-Craft Maintenance Worker	2080	12	1

Total Funded			5
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Total Non-Funded			
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CITY CLERK DEPARTMENT

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

Utility Services Division

Utility Services Manager	2080	15	1
Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	8	1
Meter Reader	2080	7	2

Total Funded			13
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Total Non-Funded			
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PLANNING DEPARTMENT

Director/Building Official	2080	21	1
Planning Technician	2080	11	1
Administrative Clerk	2080	8	1
Building and Code Inspector	2080	13	1
Code Enforcement Officer	2080	10	1
Animal Control Officer	2080	9	1

Total Funded			6
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Total Non-Funded			
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POLICE DEPARTMENT

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

CID

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

Patrol

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

Traffic

Traffic Sergeant	2184	10S	Unfunded (1)
K9 Officer	2184	10	1

Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			48	4	21
Total Non-Funded			4		
* Probationary Officer/Grade 9 Certified Officer/Grade 10					

FIRE DEPARTMENT

Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshall	2080	20	1		
Administrative Assistant I	2080	9	1		
Fire Captain	2496	12	3		
Fire Lieutenant	2496	11	9		
Firefighter	2496	9 or 10*	24		
Part Time Firefighter	N/A	N/A		3	
Total Funded			39	3	
Total Non-Funded					
*Probationary Firefighter/Grade 9 Certified Firefighter/Grade 10					

<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>		
Judicial: Funded		2			
Executive Dept: Funded	2				
Executive Dept: Unfunded	1				
Grants and Projects Dept.	3				
Recreation Dept.	7	5			
Finance Dept: Funded	6				
Human Resources Dept: Funded	5				
City Clerk Dept: Funded	13				
Planning Dept: Funded	6				
Police Department: Funded	48	4	21		
Police Department: Unfunded	4				
Fire Dept: Funded	39	3			
TOTAL	129	14	21		
TOTAL UNFUNDED	5				

Councilman Vaughan made the motion to approve a variance at 2100 Soundview Drive allowing a decrease in front property setback requirements from the minimum requirement of twenty-five (25) feet to twelve (12) feet in an R-1 zoning district (GPC Case #18-22-VAR). All public notice requirements have been met, and hereby find that all criteria under section 4.18.4 in the Unified Development Ordinance have been met in this case, 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 254-2018

WHEREAS, the homeowner of 2100 Soundview Drive (PID# 87100016.000) has requested a variance to allow the decrease in front property set back requirements from the minimum front setback requirement of twenty-five (25) feet to twelve (12) feet 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 had previously had a home located on it before Katrina. That house was destroyed by the storm and the house and slab have been cleared away for the purpose of the proposed new house on the property. The property is peculiar in that the property elevation drops drastically toward the south. The proposed decrease in minimum property setbacks from twenty-five (25) feet to twelve (12) feet would allow the house to be more protected from flood waters, high tides, and wind driven waters; and

WHEREAS, the property owner would like to be granted a variance for a decrease of minimum property setbacks of twenty-five (25) feet to twelve (12) feet for a principle structure in an R-1 Low Density Single Family Residential District. The proposed new structure is located in AE and VE Flood Zones. The property is also peculiar in that the elevation drops drastically toward the south. By granting the property owner this variance the structure will be more protected from flood waters, high tides, and wind driven waters; and

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

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance have been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the Gautier Planning Commission's recommendation to grant a variance to allow a decrease in front property set back requirements from the minimum front setback requirement of twenty-five (25) feet to twelve (12) feet at PID# 87100016.000;

IT IS FURTHER ORDERED that said Variance is hereby approved;

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Planning Technician
Date: 12/10/2018
Subject: Consideration for a variance allowing a decrease in front property set back requirements from the minimum requirement of twenty-five (25) feet to twelve (12) feet in an R-1 zoning district. (GPC Case No. 18-22-VAR)

REQUEST:

The Planning Department has received a request from Don Gautier for a Variance allowing the decrease in front property set back requirements from the minimum front setback requirement of twenty-five (25) feet to twelve (12) feet in an R-1 Low Density Single Family Residential Zoning District at 2100 Soundview Drive, PID #87100016.000. The application fee of \$175 was paid on October 16, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single Family Residential District. The property had previously had a home located on it before Katrina. That house was destroyed by the storm and the house and slab have been cleared away for the purpose of the proposed new house on the property. The property is peculiar in that the property elevation drops drastically toward the south. The proposed decrease in minimum property setbacks from twenty-five (25) feet to twelve (12) feet would allow the house to be more protected from flood waters, high tides, and wind driven waters.

DISCUSSION:

The property owner would like to be granted a variance for a decrease of minimum property setbacks of twenty-five (25) feet to twelve (12) feet for a principle structure in an R-1 Low Density Single Family Residential District. The proposed new structure is located in AE and VE Flood Zones. The property is also peculiar in that the elevation drops drastically toward the south. By granting the property owner this variance the structure will be more protected from flood waters, high tides, and wind driven waters. 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 request with changes; or
3. Deny the Variance Request.

ATTACHMENTS:

1. 2 CC Memo
2. Combined File 18-22-VAR
3. Excerpt GPC Case #18 22 VAR 3218 Stonegate

Gautier Planning Commission

Regular Meeting Agenda

December 6, 2018

GPC #18-22-VAR

2100 Soundview Drive Variance Request

VII. NEW BUSINESS

1. 2100 SOUNDVIEW DRIVE – REQUEST FOR A VARIANCE ALLOWING A DECREASE IN THE FRONT PROPERTY SETBACK FROM THE REQUIRED TWENTY-FIVE (25) FEET TO TWELVE (12) FEET IN AN R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL ZONING DISTRICT (GPC CASE #18-22-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: December 6, 2018

Subject: 2100 Soundview Drive – Request for a variance allowing a decrease in front property set back requirements from the minimum requirement of twenty-five (25) feet to twelve (12) feet in an R-1 zoning district. (GPC Case No. 18-22-VAR)

REQUEST:

The Planning Department has received a request from Don Gautier for a Variance allowing the decrease in front property set back requirements from the minimum front setback requirement of twenty-five (25) feet to twelve (12) feet in an R-1 Low Density Single Family Residential Zoning District at 2100 Soundview Drive, PID #87100016.000. The application fee of \$175 was paid on October 16, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single Family Residential District. The property had previously had a home located on it before Katrina. That house was destroyed by the storm and the house and slab have been cleared away for the purpose of the proposed new house on the property. The property is peculiar in that the property elevation drops drastically toward the south. The proposed decrease in minimum property setbacks from twenty-five (25) feet to twelve (12) feet would allow the house to be more protected from flood waters, high tides, and wind driven waters.

DISCUSSION:

The property owner would like to be granted a variance for a decrease of minimum property setbacks of twenty-five (25) feet to twelve (12) feet for a principle structure in an R-1 Low Density Single Family Residential District. The proposed new structure is located in AE and VE Flood Zones. The property is also peculiar in that the elevation drops drastically toward the south. By granting the property owner this variance the structure will be more protected from flood waters, high tides, and wind driven waters.

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 & CONCLUSION:

The Staff has no objection to the Variance requested, but the Planning Commission must record a Finding of Fact regarding the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve variance request as presented;

2. Recommend that City Council approve the variance requests with changes; or
3. Recommend that City Council 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
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

18-22-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant : Don Gautier

Name of Business: _____ Phone: _____

Property Address: 2100 Snuff Creek Mailing Address (if Different): _____

E-Mail Address: labhartergautier@yahoo.com

Reason for request, location and intended use of Property: _____

ATTACHMENTS REQUIRED AS APPLICABLE:

- X 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- _____ 2. A detailed project narrative.
- N/A 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.
- N/A 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: [Signature] Date of Application: 10-17-18

FOR OFFICE USE ONLY

Date Received 10/18/18 Verify as Complete (12m)

Fee Amount Received 1750x Initials of Employee Receiving Application CH 2/11/16 (PM)

I am requesting a Variance to move my proposed house toward the front property line an additional thirteen (13) feet further than the twenty-five (25) foot front property setback requirement. This would place my proposed house twelve (12) feet from my front property line.

My property contains both AE and VE Flood Zones. By allowing me this Variance I would be able to place my house at a much higher elevation on my property. My property is peculiar in that the elevation drops drastically toward the south.

Allowing me this Variance would keep my house more protected from flood waters, high tides, and wind driven waters.

 10-18-18

Thomas

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

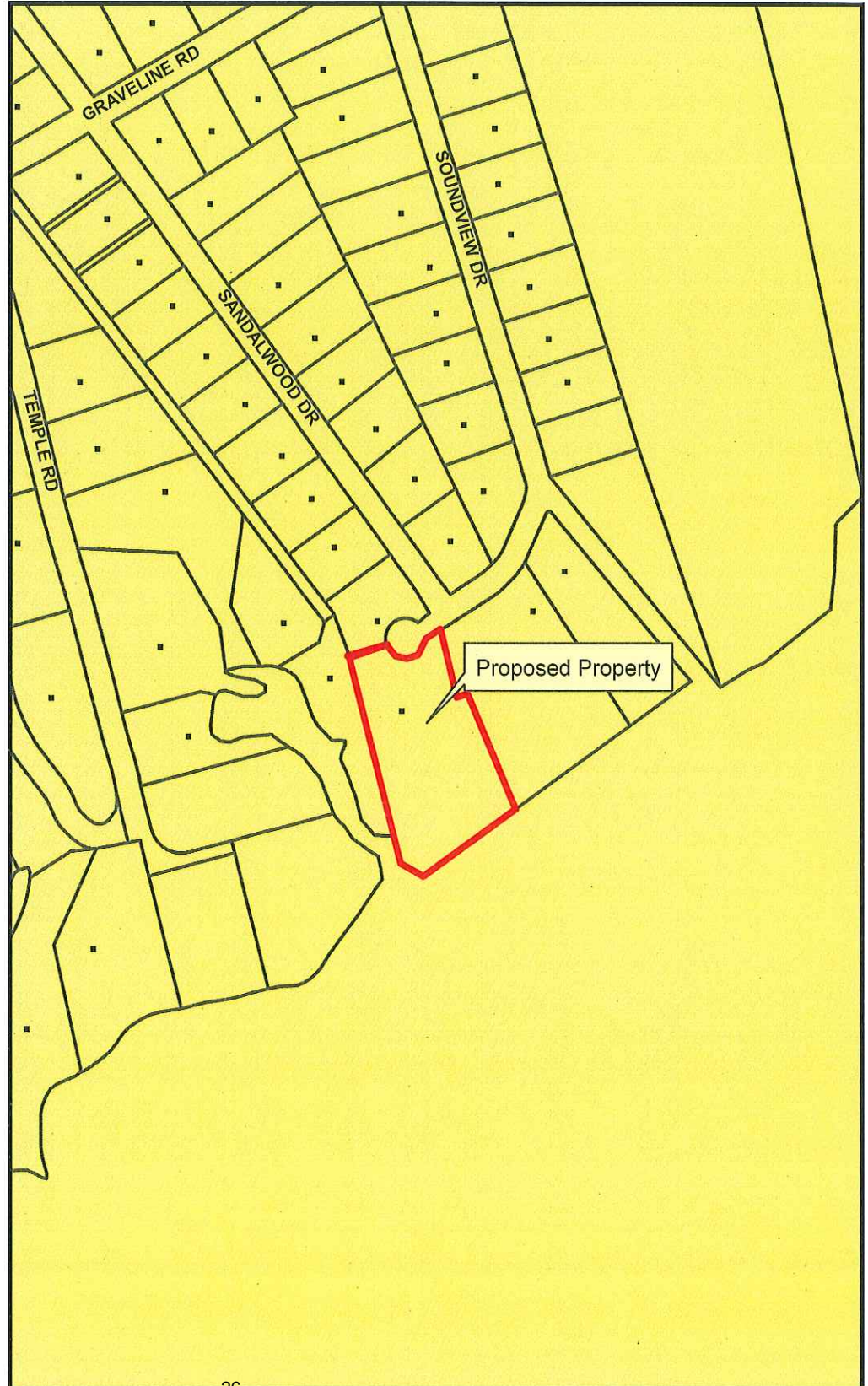


Exhibit C Existing Land Use Map

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

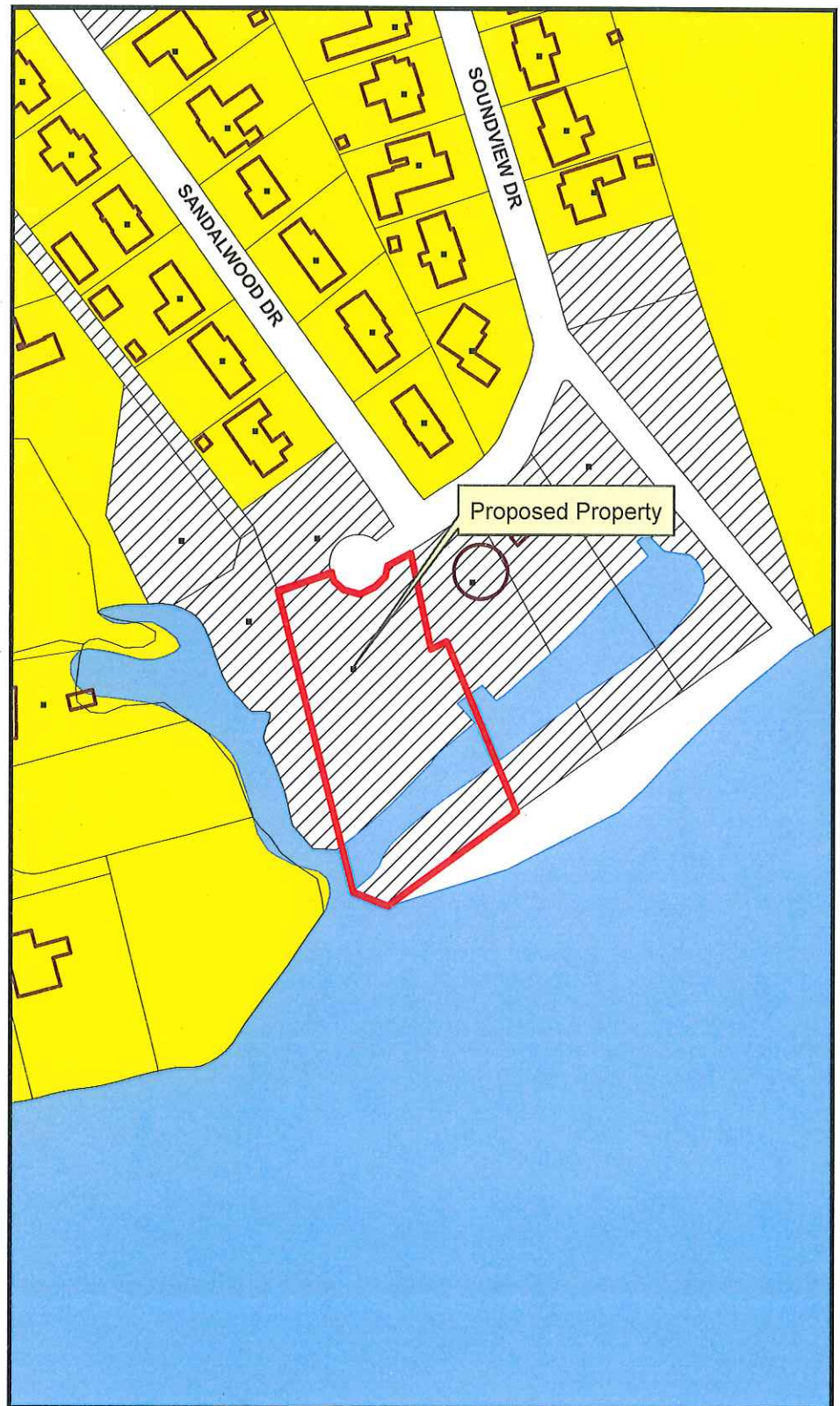


Exhibit D Future Land Use Map

City Of Gautier
Planning Department



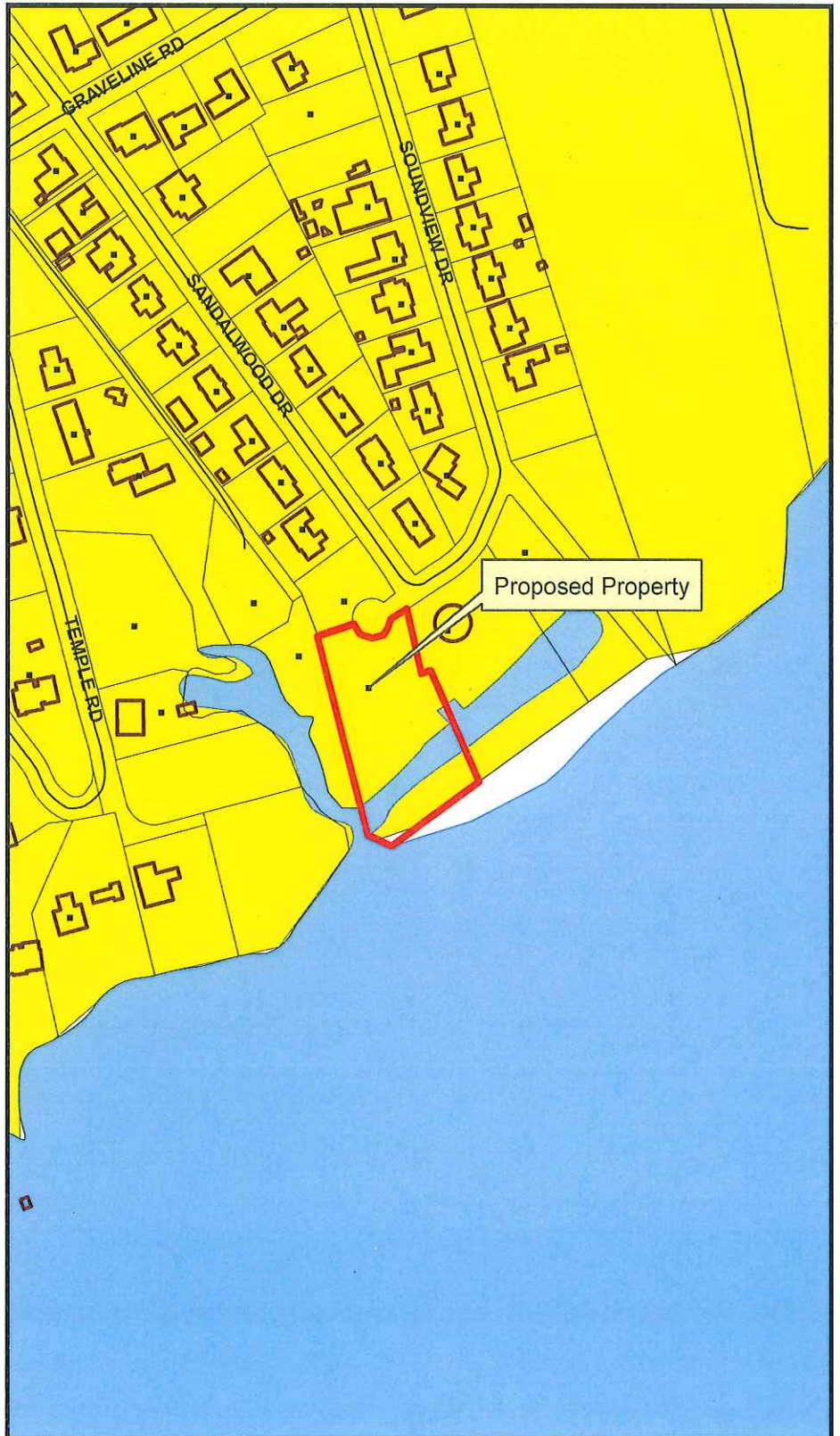
Prepared by the
City of Gautier
Planning Department

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 December 6, 2018 Gautier Planning Commission Meeting:

2100 Soundview– 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. 18-22-VAR)

Ramona Morgan, Planning Technician, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Don Gautier for a Variance allowing the decrease in front property set back requirements from the minimum front setback requirement of twenty-five (25) feet to twelve (12) feet in an R-1 Low Density Single Family Residential Zoning District at 2100 Soundview Drive, PID #87100016.000. The application fee of \$175 was paid on October 16, 2018. All public notice requirements have been met.

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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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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:

The Staff has no objection to the Variance requested, but the Planning Commission must record a Finding of Fact regarding the “Criteria for Approval” from the UDO 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 Jamison made the motion to recommend City Council approve the Variance. **Commissioner Lee** seconded the motion and the following vote was recorded:

AYES: **David Wooten**
 Paul Gainer
 Kay C. Jamison
 James Lee

NAYS: **None**

Motion passed.

Councilwoman Martin made the motion to authorize Mayor Torjusen to execute a sub-grant agreement with Mississippi Development Authority for Community Development Block Grant for funding public facilities improvements, as presented. Councilman Vaughan 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 255-2018

WHEREAS, the City of Gautier has been awarded a CDBG Public Facilities funding to support the Bemis Avenue Sewer Project; and

WHEREAS, the grant period is from October 26, 2018 to October 26, 2020; and

WHEREAS, the Community Development Block Grant Program will provide \$590,000 in funds. This grant will require \$712,014 in local matching funds, to include activities such as engineering, flow testing, geotechnical, acquisition surveys, design surveys, portions of the construction; and

WHEREAS, the subgrant agreement is required for the City to access the CDBG funds; and

WHEREAS, the Mayor and Councilmembers find that execution of the subgrant agreement with MDA 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 City authorizes the Mayor to execute a sub grant agreement with the Mississippi Development Authority for Community Development Block Grant funding for public facilities improvements.

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 Vaughan** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities Subgrant Agreement-Bemis Sewer Project

REQUEST:

The Grants & Projects Department requests that City Council approve and authorize the mayor to execute a subgrant agreement with the Mississippi Development Authority for Community Development Block Grant funding for public facilities improvements.

BACKGROUND:

The City of Gautier has been awarded a CDBG Public Facilities funding to support the Bemis Avenue Sewer Project. The grant period is from Oct 26, 2018 to October 26, 2020.

DISCUSSION:

The total project cost is estimated at \$1.3 million. The Community Development Block Grant Program will provide \$590,000 in funds. This grant will require \$712,014 in local matching funds, to include activities such as engineering, flow testing, geotechnical, acquisition surveys, design surveys, portions of the construction, etc.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve and authorize the mayor to execute a subgrant agreement with the Mississippi Development Authority for Community Development Block Grant funding for public facilities improvements.

The City Council may:

- 1) Approve the subgrant agreement as presented; or
- 2) Not approve the subgrant agreement as presented.

ATTACHMENTS:

1. Letter of Award
2. Subgrant Agreement



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

November 26, 2018

Honorable Phil Torjusen
Mayor
City of Gautier
Post Office Box 670
Gautier, Mississippi 39553-0670

SUBJECT: Grant Agreement – City of Gautier
Project Number – 1134-18-192-PF-01

Dear Mayor Torjusen:

I am pleased to notify you that three copies of the grant agreement for your approved Community Development Block Grant (CDBG) project are enclosed. Please read the agreement carefully, then sign all three copies, keep one for your files, and return the other two to this office no later than December 15, 2018.

At this time you should initiate the following:

(1) ENVIRONMENTAL CLEARANCE

The enclosed contracts are contingent upon environmental clearance. Environmental clearance must be completed within four (4) months of the award date or your contract will automatically be voided. No request for cash will be processed until the environmental clearance is granted (with the exception of application preparation fee).

(2) ADMINISTRATIVE ACTIVITIES

Administrative services may be performed by the recipient's own staff, the Planning and Development District or a private administrator. In the latter case, the administrator must be selected in accordance with 24CFR PART 85.

(3) MINORITY AND WOMEN-OWNED BUSINESSES PARTICIPATION

You are required to follow state and federal policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) as set forth in CSD Policy. You are required to provide the maximum opportunity for increased participation by minority and women-owned businesses in the procurement of goods and services.

Honorable Phil Torjusen

November 26, 2018

-2-

(4) AFFIRMATIVELY FURTHERING FAIR HOUSING REQUIREMENTS

As a Sub-Recipient of federal funds, you certify to Affirmatively Further Fair Housing within your jurisdiction and comply with all legislation providing Fair Housing and Equal Opportunity in program administration per Section 106(d)(5) of the Housing and Community Development Act. Non-discrimination laws require that no person or protected group is denied or excluded from project related activities such as employment, training, housing or contracts generated by any federally funded activity on the basis of race, color, religion, sex, disability, familiar status or national origin.

(5) SECTION 3 REQUIREMENTS

As a Sub-Recipient of federal funds, you are required to make good faith efforts to provide **"to the greatest extent feasible"** opportunities to Section 3 area residents and Section 3 Businesses. As a Sub-Recipient, you are required to adhere to the Section 3 requirements set for at 24 CFR 135 and CSD Policy.

(6) PAYMENT METHOD

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Congratulations on receiving this CDBG grant to carry out this community development program to improve the quality of life in the City of Gautier. If you have questions, please contact Kristen Chancellor at (601) 359-9490.

Sincerely,



Steven C. Hardin
Director
Community Services Division

SCH:acs

Enclosure

**MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET**

**501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi**

1. Subgrantee's Name, Address, and Telephone Number

City of Gautier
Post Office Box 670
Gautier, Mississippi 39553-0670

228-497-1878

DUNS Number:

CAGE Number:

Fiscal Year End: 9/30

2. Effective Date: October 26, 2018

3. Subgrant Number: 1134-18-192-PF-01

4. Grant Identifier: (Funding Source & Year):

CDBG-PF-2017

CDFA 14.228

5. Beginning and Ending Dates:

October 26, 2018 - October 26, 2020

6. Subgrant Payment Method:

Current Needs

7. Page 1 of 21

8. Project Description:

Sewer Improvements as specified in their 2018
Community Development Block Grant Public
Facilities Application.

9. National Objective:

Low/Moderate Income

10. The following funds are obligated:

Federal

Other

\$590,000

\$712,014

11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement:

X General Terms and Conditions

X Financial Reports and Recordkeeping

X Budget

X Special Provisions Stipulated by HUD

X Special Conditions

X State of MS CDBG Assurances

All policies, terms, conditions, and provisions of the current notebooks entitled *Community Development Block Grant Program*, *CDBG Implementation Manual*, and *CDBG Policy Statements* are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

12. Approved for Contractor:



Date

11/26/18

Signature

Name: Steven C. Hardin

Title: Director

13. Approved for Subgrantee:

Signature

Date

Name: Phil Torjusen

Title: Mayor

Community Development Block Grant Budget

Applicant: City of Gautier

Funding Year: 2017 **Grant Year :** 2018 **Contract:** 1134-18-192-PF-01

Description	MDA	IDIS		Other Funding Sources		
Administration			CDBG	LOCAL		Total
General Administration				\$ 35,000.00		\$ 35,000.00
Application Prep.				\$ 5,000.00		\$ 5,000.00
Subtotal (A)			\$ -	\$ 40,000.00		\$ 40,000.00
Description	MDA	IDIS		Other Funding Sources		
Public Facilities			CDBG	LOCAL		Total
Acquisition						\$ -
Architectural/Engineering				\$ 135,814.00		\$ 135,814.00
Bridges						\$ -
Contingency						\$ -
Demolition						\$ -
Drainage/Flood Improvements						\$ -
Legal						\$ -
Other Utilities						\$ -
Public Building Construction						\$ -
Public Building Renovation						\$ -
Public Services:						\$ -
Purchase of equipment						\$ -
Street & Road Improvements						\$ -
Sewer Improvements			\$ 590,000.00	\$ 479,740.00		\$ 1,069,740.00
Sewage Pumping Station						\$ -
Sewage Treatment						\$ -
Water Line(s)						\$ -
Flow Testing/Hydr. Any				\$ 25,000.00		\$ 25,000.00
Geotechnical				\$ 10,000.00		\$ 10,000.00
Acquisition Surveys				\$ 1,500.00		\$ 1,500.00
Design Surveys				\$ 14,960.00		\$ 14,960.00
SWPPP				\$ 5,000.00		\$ 5,000.00
						\$ -
						\$ -
Subtotal (B)			\$ 590,000.00	\$ 672,014.00	\$ -	\$ 1,262,014.00
Grand Total (A + B)			\$590,000.00	\$712,014.00	\$0.00	\$1,302,014.00

GENERAL TERMS AND SPECIAL CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under The Housing and Community Development Act of 1981 - Public Law 97-35), and as amended by the Housing and Urban-Rural Recovery Act of 1983, to Applicant Name "Sub-grantee", in accordance with the plan set forth in the application of the above mentioned Sub-grantee and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program Final Statement, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

1. Application of the Mississippi Employment Protection Act of 2008.

All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein. Any unauthorized change or amendment by the Sub-grantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Sub-grantee for any expenses or costs associated with such an unauthorized change or amendment.

MDA reserves the right to withhold grant funds or to terminate this contract for cause, if the Sub-grantee fails to fulfill in a timely and proper manner the obligations under this contract or if the Sub-grantee should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the Sub-grantee of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The Sub-grantee hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the Sub-grantee further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding. The Sub-grantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Sub-grantee. This grant shall become

effective on the beginning date of the grant period stated in section 5 of page 1 provided that this contract shall have been fully completed, executed by the Sub-grantee, and received in the office of MDA.

Sub-grantees are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred by MDA, any federal agency or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

2. Debarment and Suspension

The Mississippi Development Authority (MDA), Community Services Division (CSD) must ensure that Sub-recipients (Local Units of Government and Non-Profit Agencies) of federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549 and per 2 CFR Part 200. MDA/CSD has performed the required due diligence by verifying the SAM.GOV database to ensure at pre-award that all sub-recipients have met this certification. In the event that a Sub-recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MDA/CSD may pursue available remedies, including suspension and/or debarment or termination of the existing grant agreement.

3. Special Conditions That Require Written Clearance

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

4. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

5. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

6. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

7. Generators and Auxiliary Power Sources

CDBG funds may not be used for the purchase of generators or auxiliary power sources in water or sewer improvement projects. The only exception is when the generator is built-in on the wastewater pump stations.

8. Nonperformance Standard

If at the end of 12 months from the start of the contract period and construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

9. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

10. Program Income

If any program income is generated as result from CDBG funds, the Sub-grantee shall return these funds to the Mississippi Development Authority. However, 570.489 (e)(2)(v)...”proceeds received from the sale of real property acquired or improved in whole or part with CDBG funds will not be considered program income if the proceeds are received more than 5 years after expiration of the grant agreement and are, therefore, exempt from being tracked.”

11. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

12. Paymode

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds. MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

1. Access to Records and Facilities

The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.

2. Audits and Monitoring

The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular 2 CFR Part 200 (formerly known as Circular A-133) and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular 2 CFR Part 200 (formerly known as A-133) and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular 2 CFR Part 200 or, if 2 CFR Part 200 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular 2 CFR Part 200.

All audits shall conform to generally accept auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

Failure to submit all Audit documentation by the required due dates may deem the Local Units of Government or Non-Profit Organizations in non-compliance with the Audit Requirements. **CSD may impose sanctions such as suspending payments of current grants until the Audit is received and/or the eligibility for future funding.**

3. Leveraged Funds

- a. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.
- b. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

4. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

5. Request for Cash

When submitting a request for cash, the Sub-grantee must provide the Request for Cash form sheet and the CDBG Consolidated Support Sheet. Drawdowns should be made only in the amount necessary to meet current disbursement needs. A zero balance must be maintained and funds disbursed within three (3) days.

6. Cost Overruns

The Sub-grantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Sub-grantee.

7. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

8. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

9. Procurement

The local unit of government must comply with all State and Federal laws per 2 CFR Part 200 dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application. All procurements transactions, regardless of dollar amount, must be conducted in a manner to provide free and open competition

10. Close-out Package

Within 30 days after the completion of all activities or 60 days after the expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

**SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives' access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract for Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Record-Keeping

All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Uniform Relocation Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

7. Citizens Participation

The Sub-grantee must follow the Citizen Participation procedures in accordance with the requirements listed in Title 24 CFR 91.115 of the Housing and Community Development Act of 1974, as amended. The Act provides for and encourages, Citizen Participation and emphasizes participation by persons of low and moderate income, particularly residents of predominantly low and moderate income neighborhoods, slum or blighted areas, and areas in which the State of Mississippi proposes to use federal funds.

8. Environmental Compliance

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided unless the Division Director authorizes a waiver. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance except for Application Preparation.

Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

9. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties

10. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

11. Labor Standards - Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

13. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

14. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee. All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

15. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

16. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

17. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

18. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and Section for training apprenticeship.

19. Section 3

Section 3 of the Housing and Urban Development Act of 1968, is a statutory provision which requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities be given to low and very- low income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part, by persons residing in the project area. The Sub-recipient and contractors must demonstrate a good faith effort and document compliance as set-forth by 24 CFR 135.

20. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

- a. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- b. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. This requirement dictates some form of action to be taken by the grantee, not just passive compliance with existing laws and ordinances. Fair housing choice is the ability of persons of

similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. CDBG grantees make a commitment to Affirmatively Further Fair Housing in the community as a recipient of CDBG funds. It is important for grantees to be aware that this is a commitment to understand every individual's fair housing rights and ensure all local policies and practices do not hinder fair housing and when appropriate actively further fair housing.; and,

- c. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
- d. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

21. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

22. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

23. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

24. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

25. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

26. Conflict of Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contracted Party will comply with Section 25-4-105,

Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119, Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

27. Interest of Certain Federal Officers

No member or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

28. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

29. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

30. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

31. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

32. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

33. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

34. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

35. Third-Party Contracts

The Sub-grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

- a. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
- b. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all closeout procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Sub-grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

36. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT
ASSURANCES**

The Sub-grantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of the Sub-grantee:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the Sub-grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:
 - (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
 - (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of OMB Circular 2 CFR Part 200 (formerly known as 24 CFR Part 85 and 24 CFR Part 87), as they relate to the application and use of federal funds.
- (i) It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-grantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Sub-grantee, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. It shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. It also agrees to comply with applicable grantee ordinances, resolutions and policies concerning the displacement of persons from their residences. It also agrees to follow the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 for the acquiring of easements.

- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of OMB Circular 2 CFR Part 200 (formerly known as 24 CFR, Part 85.36).
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The Sub-grantee shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the Sub-grantee. Any recipient who is not the Sub-grantee shall comply with all lawful requirements of the Sub-grantee necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the Sub-grantee, is carried out in accordance with the Sub-grantee's assurances and certifications to comply with all applicable laws, regulations, and other requirements.

- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Sub-grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (v) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.489 (d).
- (w) It will comply with the Part 85.31 regulating the acquisition & disposition of Real Property and Part 85.32 concerning acquisition & disposition of equipment.
- (x) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome on an annual basis to MDA Performance Measurements

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of

Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Previous editions are obsolete

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form HUD-4010 (06/2009)
ref. Handbook 1344.1

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DavisBacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the DavisBacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted

to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Councilwoman Martin made the motion to enter into a Professional Services Agreement with Heflin Engineering for work associated with Shepard State Park Boardwalk Project in an amount not to exceed \$31,500, 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 256-2018

WHEREAS, the City intends to proceed with a project to construct approximately 400 feet of pedestrian boardwalk at Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities; and

WHEREAS, engineering services will be funded through Tidelands; and

WHEREAS, Heflin Engineering has proposed a professional services agreement to provide conceptual layout, topographic survey, test pile data, preliminary layout, opinion of probable cost, detailed design, final construction drawings and specifications, etc. related to this project; 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 Heflin Engineering for work associated with the Shepard State Park Boardwalk Project in an amount not to exceed \$31,500 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 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 December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: Shepard State Park Boardwalk – Professional Services Agreement with Heflin Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Heflin Engineering for work associated with the Shepard State Park Boardwalk project in an amount not to exceed \$31,500.

BACKGROUND:

The purpose of the Tidelands fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three most southern counties of the state. Funds are disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.

DISCUSSION:

This project includes approximately 400 feet of pedestrian boardwalk at Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities. Engineering services will be funded through Tidelands.

Heflin will provide conceptual layout, topographic survey, test pile data, preliminary layout, opinion of probable cost, detailed design, final construction drawings and specifications, etc. related to this project. This professional services agreement does not include costs for the bidding, contracting and construction phase, as completion of the project is dependent upon future Tidelands funding.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Heflin Engineering for work associated with the Shepard State Park Boardwalk project in an amount not to exceed \$31,500.

The City Council may:

- 1) Approve entering into a professional services agreement with Heflin Engineering for the Shepard State Park Boardwalk project as presented; or
- 2) Not approve entering into a professional services agreement with Heflin Engineering for the Shepard State Park Boardwalk project as presented.

ATTACHMENTS:

1. Proposed Engineering Agreement

AGREEMENT

FOR

PROFESSIONAL SERVICES

* * * * *

THIS IS AN AGREEMENT made between CITY OF GAUTIER, MISSISSIPPI (hereinafter called OWNER) and HEFLIN ENGINEERING, INC. (hereinafter called ENGINEER). OWNER intends to construct an estimated 400 foot long pedestrian boardwalk (hereinafter called the Project) at Shepard State Park in Gautier, Mississippi; and ENGINEER intends to provide certain professional services related to Design Phase services and Permitting & Studies for construction of said improvements as more particularly set forth herein.

OWNER and ENGINEER, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by ENGINEER and payment for those services by OWNER as set forth herein.

SECTION 1 - SERVICES OF ENGINEER

Design Phase

Upon execution of this Agreement, the Design Phase shall begin and the ENGINEER will:

1. Prepare a conceptual layout of the project.
2. Review conceptual layout with the OWNER.
3. Perform a topographic survey of the project site.
4. Perform one driven test pile to determine subsurface conditions of the site.
5. Prepare preliminary layout drawings and details of the project.
6. Prepare an Opinion of Probable Cost (OPC).
7. Review preliminary drawings and OPC with the OWNER.
8. Prepare detailed design, final construction drawings, and specifications of the project.
9. Prepare an updated Opinion of Probable Cost (OPC).
10. Review final drawings, specifications, and OPC with the OWNER.

Permitting & Studies

1. The ENGINEER will perform field studies for the project area to evaluate:
 - a. Presence and extent of wetlands
 - b. Presence of threatened and endangered species
 - c. Presence of shellfish beds
 - d. Presence of submerged aquatic vegetation
2. The ENGINEER will apply for the following permits and authorizations, including permit facilitation and agency communication regarding issuance:
 - a. Clean Water Act Section 404 permit from USACE Mobile District
 - b. Coastal Wetlands Protection Act permit and Coastal Zone Consistency Certification from MS Department of Marine Resources
 - c. Clean Water Act Section 401 certification from MS Department of Environmental Quality

Bidding, Contracting & Construction Phase
Future. To Be Determined.

SECTION 2 - OWNER'S RESPONSIBILITIES

1. The OWNER will provide all criteria and full information as to his requirements for the Project.
2. The OWNER will assist the ENGINEER by providing any and all information which the OWNER has compiled or has available that is pertinent to the Project.
3. The OWNER will arrange for access to and make all provisions for the ENGINEER to enter upon properties as required for the rendering of services under this Agreement.
4. Any grant application or administration will be the responsibility of the OWNER.

SECTION 3 - SCHEDULE

The aforementioned Services are anticipated to be accomplished by the ENGINEER according to the following schedule:

Task	Duration	Cumulative
Initiate Services	--	--
Conceptual Design	2 Weeks	2 Weeks
Topographic Survey	4 Weeks	6 Weeks
Test Pile	2 Weeks	8 Weeks
Preliminary Design	8 Weeks	16 Weeks
Client Review	1 Week	17 Weeks
Final Design	4 Weeks	21 Weeks
Client Review	1 Week	22 Weeks
Permitting & Studies	4 Weeks	26 Weeks

SECTION 4 - COMPENSATION TO THE ENGINEER

For rendering the services described hereinbefore in SECTION 1, the OWNER will compensate the ENGINEER in accordance with the following:

1. The ENGINEER agrees that the total amount of services rendered in accordance with the aforementioned compensations provisions will not exceed the amounts in the following table, provided that the scope of services does not exceed that described in SECTION 1.

TASK	AMOUNT
Design Phase	\$19,800
Topographic Survey	\$2,800
Test Pile	\$2,400
Permitting & Studies	\$6,500
Bidding, Contracting & Construction Phase*	TBD

*If the OWNER chooses to proceed with construction of the Project, compensation for Bidding, Contracting & Construction Phase Services shall be determined at a future date, and shall require prior approval by City Council.

2. The OWNER will make monthly payments to the ENGINEER for services rendered and invoiced in accordance with the aforementioned compensation provisions. The OWNER will make payment to the ENGINEER within thirty (30) days of the date of the ENGINEER's invoice.
3. The terms of compensation as described hereinbefore shall not be altered except by mutual agreement of OWNER and ENGINEER.

SECTION 5 - OTHER CONSIDERATIONS

1. This Agreement may be terminated by either party at any time for any reason within either party's discretion upon written notice thereof to the terminated party.
2. This Agreement will be subject to the laws of the State of Mississippi.
3. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives of such other party in respect of the terms of this Agreement.
4. All documents prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and the ENGINEER will retain an ownership and property interest therein whether or not the Project is completed. The OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by the OWNER on extensions of the Project or any other project.
5. The OWNER will furnish to ENGINEER information identifying the type and location of underground utilities.

SECTION 6 - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site topographic surveys and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in

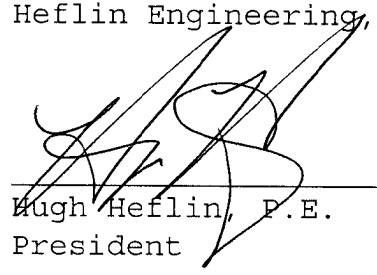
- negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
 5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
 6. Appearances before courts or boards on matters of litigation or hearing related to the project.
 7. Preparation of environment impact assessments or environmental impact statements.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of this the _____ day of _____, 20____.

OWNER:
City of Gautier, Mississippi

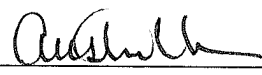
ENGINEER:
Heflin Engineering, Inc.

Paula Yancey
City Manager



Hugh Heflin, P.E.
President

Attest:



Austin Moore, P.E.
Vice President

Councilman Vaughan made the motion for the authorization to enter into an Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks, and Associates, Inc. relating to the CDBG Public Facilities grant for the Bemis Avenue Sewer Project in an amount not to exceed \$35,000, as presented. Councilman Colledge seconded the motion. The vote was carried as presented.

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

ORDER NUMBER 257-2018

WHEREAS, the City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project; and

WHEREAS, Sample, Hicks and Associates, Inc. provided grant preparation services for the CDBG application. Since awarded, the City would like to enter into an Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks and Associates, Inc.; and

WHEREAS, funds will come from the Enterprise Fund and approved budget within the CDBG sub grant agreement.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Application Preparation and Administrative Consulting Services Agreement with Samples, Hicks and Associates Inc. for work related to the CDBG Public Facilities grant for the Bemis Avenue Sewer Project in an amount not to exceed \$35,000 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 Vaughan** seconded by **Councilman Colledge** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Bemis Sewer Project-Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks and Associates, Inc.

REQUEST:

The Grants & Projects Department requests City Council authorization to enter into an Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks and Associates, Inc., in an amount not to exceed \$35,000, related to the CDBG Public Facilities grant for the Bemis Avenue sewer project.

BACKGROUND:

The City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

Sample, Hicks and Associates, Inc. provided grant preparation services for the CDBG application. Since awarded, the City would like to enter into an Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks and Associates, Inc. The scope of work includes general services, labor standards administration and enforcement, environmental assessment, and project close-out.

This cost is included in the approved budget within the CDBG subgrant agreement. Funds will come from the Enterprise Fund and have been budgeted.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council authorize entering into an Application Preparation and Administrative Consulting Services Agreement with Sample, Hicks and Associates, Inc., in an amount not to exceed \$35,000, related to the CDBG Public Facilities grant for the Bemis Avenue sewer project.

The City Council may:

- 1) Approve the agreement as presented; or
- 2) Not approve the agreement as presented.

ATTACHMENTS:

1. Sample Hicks and Associates Agreement

**APPLICATION PREPARATION & ADMINISTRATIVE
CONSULTING SERVICES AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES PROJECT**

THIS AGREEMENT is entered into this the ____ day of _____, 2018 by and between Sample, Hicks and Associates, Inc., herein called the "Consultant", and the City of Gautier, Mississippi, herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has approved the City's application for Community Development Block Grant (Project No. 1134-18-192-PF-01) funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the City needs management and administrative assistance in executing this Community Development Block Grant Program, Project No. 1134-18-192-PF-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed in part by grant funds from HUD under Title I of the Housing and Community Development Act of 1974 as amended.

B. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary under this program. Specific job tasks that the Consultant will assist the City in performing include, but are not necessarily limited to the following:

1. General Services

- a. Establish a filing system to keep the necessary records:
 - (1) Citizen Participation
 - (2) Environmental
 - (3) Labor Standards
 - (4) Acquisition
 - (5) Relocation
 - (6) Financial Management
 - (7) Other Resources
 - (8) Equal Opportunity
 - (9) General Correspondence

- b. Responsible for overall coordination of project activities.
- c. Attend state monitoring visits, meetings, etc.
- d. Establish and maintain financial records including monthly worksheets.
- e. Preparation of the necessary forms to request funds from the State Treasury.
- f. Responsible for insuring adoption of required resolutions in accordance with grant agreement.
- g. Work with local government to obtain necessary right-of-ways and easements in compliance with the applicable acquisition requirements.

2. *Labor Standards Administration and Enforcement*

- a. Serve as Labor Standards Officer to insure compliance with all applicable labor standard requirements.
- b. Request Wage Rate Determination in accordance with the Davis-Bacon Act.
- c. Ensure the inclusion of all construction documents and bid specifications, the applicable wage decisions and labor standard provisions.
- d. Verify with the State Office the current eligibility status of all contractors and subcontractors to be used on any Title I funded construction prior to award of contract.
- e. Documentation of contractor and subcontractor certification in accordance with HUD Handbook (6500.3) paragraph 5(b).
- f. Assist Engineer in conducting the Preconstruction Conference for each construction contract under the Community Development Program to appraise contractors and subcontractors of their responsibilities and obligations regarding the labor standard provisions obtained in the contract documents.
- g. Prepare a Preconstruction Conference Report for each conference held in accordance with the labor handbook.
- h. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as stated in the labor handbook.
- i. Conduct employee interviews to insure that there are no violations and discrepancies in the existing wage rate and labor classifications.

- j. Notify the state office of the start of construction of each construction contract in accordance with labor standards.
- k. File Labor Standards Enforcement Report to State Office as requested.

3. *Environmental Assessment*

- a. Preparation of the Environmental Review Record for each project activity:
 - (1) Description of the project.
 - (2) Documentation showing that each step in the Environmental Review Record has been performed.
 - (3) Identification of the Environmental Impacts (beneficial or adverse)
 - (4) Documentation of any modification of project due to an adverse environmental impact.
 - (5) Determination of Level of Clearance Finding.
- b. Preparation of Cultural Resources Survey.
- c. Preparation of Notice of Finding of No Adverse effect on the Environment and Request for Release of Funds.
- d. Preparation of Request for Release of Funds and Certification to the State of Mississippi.
- e. Submit copies of Notice of No Effect on the Environment and Request for Release of Funds to interested agencies.

4. *Close-out Project*

- a. Preparation of close-out report as required by state.
- b. Assist the City in the selection of auditor, if applicable.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would form to the specific needs of the City.

C. DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in furnishing the scope of services set forth herein shall be the property of the City.

D. TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

E. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and shall be furnished to the Consultant at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

F. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

G. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

H. CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

I. COMPENSATION DUE TO CONSULTANT

As consideration for the performance of this Contract, the City agrees to pay the Consultant the following lump sum payments. Consultant's fees are in accordance with the established CDBG Program fee schedule.

General Administration Duties \$35,000.00

Included in this fee is the procurement of up to ten (10) easements. Any easements obtained over the ten (10) identified above will be charged at the rate of \$1,000.00 per easement.

J. METHOD OF PAYMENT

The City will pay the Consultant \$5,000.00 for Application Preparation upon the execution of the CDBG grant agreement with MDA; \$3,000.00 when environmental clearance is received; \$5,900.00 when the construction contracts are signed; \$5,900.00 when the overall project is 25% complete; \$5,900.00 when the overall project is 50% complete; \$5,900.00 when the overall project is 75% complete; \$5,900.00 when the overall project is 90% complete; and \$2,500.00 when the close-out package is accepted by the Mississippi Development Authority.

K. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

L. INTEREST OF MEMBERS OF CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

M. ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

N. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

O. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

P. OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Q. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this Grant.

IN WITNESS WHEREOF, THE CITY OF GAUTIER and the **CONSULTANT** have executed this Agreement this the ____ day of _____, 2018.

CITY OF GAUTIER, MISSISSIPPI

WITNESS:

CLERK

BY: _____
MAYOR

SAMPLE, HICKS & ASSOCIATES, INC.

WITNESS:

BY: _____
JASON A. HICKS, PRESIDENT

Councilman Vaughan made the motion for the Authorization to mutually rescind prior contract with Seymour Engineering and to enter into a Professional Services Agreement with Seymour Engineering for work associated with Bemis Avenue Sewer project in an amount not to exceed \$192,274, 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 258-2018

WHEREAS, the City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project; and

WHEREAS, the City previously entered into a professional services agreement with Seymour Engineering for the Bemis Avenue sewer project; and

WHEREAS, Seymour submitted no invoices under that contract; and

WHEREAS, the scope of work changed as the CDBG application process proceeded; and

WHEREAS, Seymour Engineering has agreed to mutually rescind the previous contract (letter attached) and has presented the City with a new contract to reflect the updated scope of work; and

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

WHEREAS, the Mayor and Councilmembers hereby find that entry into the attached professional 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 mutual rescission of a professional services contract previously approved by Order Number 032-2018, and authorization to enter into the attached professional services agreement with Seymour Engineering relating to the Bemis Avenue Sewer project in an amount not to exceed \$192,274 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 Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Bemis Sewer Project-Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants & Projects Department requests that City Council approve the mutual rescission of a professional services contract previously approved by Order Number 032-2018, and authorize entering into a professional services agreement with Seymour Engineering relating to the Bemis Avenue Sewer project in an amount not to exceed \$192,274.

BACKGROUND:

The City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City previously entered into a professional services agreement with Seymour Engineering for the Bemis Avenue sewer project. Seymour submitted no invoices under that contract. The scope of work changed as the CDBG application process proceeded. Seymour Engineering has agreed to mutually rescind the previous contract (letter attached) and has presented the City with a new contract to reflect the updated scope of work.

The scope of work now includes engineering study, flow testing, hydraulic analysis, geotechnical, engineering design, easement acquisition surveys, design surveys, stormwater pollution prevention plan, and project representative/inspection and construction administration.

This cost is included in the approved budget within the CDBG subgrant agreement. Funds will come from the Enterprise Fund and have been budgeted.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve the mutual rescission of a professional services contract previously approved by Order Number 032-2018, and authorize entering into a professional services agreement with Seymour Engineering relating to the Bemis Avenue Sewer project in an amount not to exceed \$192,274.

The City Council may:

- 1) Rescind the prior agreement approved by Order Number 032-2018 and approve the new agreement as presented; or
- 2) Not rescind the prior agreement approved by Order Number 032-2018 and not approve the new agreement as presented.

ATTACHMENTS:

1. Seymour Engineering Agreement
2. Letter from Seymour Engineering

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2018, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct a new gravity sewer system on Bemis Avenue to serve approximately 25 residential homes. The existing sewer main will be upgraded to provide enhanced flow in Gautier, Mississippi (CDBG Grant #1134-18-192-PF-01), hereinafter called the Project.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project

cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative

(and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

- 5.1 This Agreement is subject to the following special provisions.
 - 5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
 - 5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.
 - 5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
 - 5.2.3 Exhibit C Payments to Engineer, consisting of 1 pages.
- 5.3 This Agreement (consisting of pages 1 to 13, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 GAUTIER VANCLEAVE RD.
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

DATE:

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2018, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 9. Reports
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- C. LIMITATIONS OF AUTHORITY - Resident Project Representative:
 - 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
 - 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
 - 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize OWNER to occupy the Project in whole or in part.
 - 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

EXHIBIT C
PAYMENTS TO ENGINEER

1	Engineering Study, Flow Testing & Hydraulic Analysis	\$ 25,000.00
2	Geotechnical	\$10,000.00
3	Engineering Design	\$90,628.00
4	Easement Acquisition Surveys / 1 @ \$1,500 each - (Additional Services)	\$1,500.00
5	Design Surveys - (Additional Services)	\$14,960.00
6	Stormwater Pollution Prevention Plan	\$5,000.00
7	Project Representation/Inspection & Construction Administration	\$45,186.00
TOTAL		\$192,274.00



November 28, 2018

Mrs. April Stennett
Grant and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Bemis Avenue Sewer Project

Dear April,

I, Mark M. Seymour, Jr., (Owner of Seymour Engineering), agree to mutually rescind the original Engineering Agreement for the contract previously approved by Order #032-018.

Sincerely,

Mark M. Seymour, Jr., P.E.
Principal

MMS/tmp

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 259-2018

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 the 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 December 18, 2018.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	190535	12/18/2018	12/03/2018			2,430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2019 NETWORK SERVICES		3593	11/14/2018			2,280.00
	001-092-698	SYNCHRONIZED EMAIL		3593	11/14/2018			150.00
001	BELL AUTO PARTS INC	190536	12/18/2018	12/03/2018			566.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	5GAL BUCKET HYD FLUID		42823	10/03/2018			49.50
	001-170-639	BELT: EXMARK RANGER		42826	10/10/2018			100.30
	001-161-639	BELT: MOWER		42829	10/09/2018			19.82
	001-161-639	BX TRU FUEL (2)		42851	11/01/2018			69.00
	001-161-639	BX TRU FUEL (2), KROIL OIL		42852	11/05/2018			87.50
	001-100-570	KROIL OIL		42853	11/05/2018			18.50
	001-161-639	FUEL VALVE ASSY: GENERATOR		42855	11/07/2018			100.15
	001-161-639	FILTER (3), CARB MT GKT SET		42856	11/09/2018			77.60
	001-170-639	POWER WASHER TIP SET		42857	11/13/2018			43.80
001	LOWES HOME CENTERS INC	190540	12/18/2018	12/04/2018			547.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	WHITE LITHIUM GREASE (2)		909348	10/29/2018			9.46
	001-092-510	ZEP 5GAL FLOOR FINISH		910514	10/30/2018			63.63
	001-170-513	SUPPLIES: L&L CHRISTMAS		902899	11/02/2018			53.03
	001-161-559	25FT INDOOR DATA CABLE		909265	11/06/2018			23.74
	001-205-559	GE REPL BULB & FUSE (5)		915403	11/07/2018			5.15
	001-205-559	DRILL BIT, SCREW (29), BOLT		901248	11/08/2018			10.10
	001-205-560	SUPPLIES (11): FLOWER BED		920239	11/08/2018			258.56
	001-170-559	12-OZ ANT KILLER, GLOVES (2)		909692	11/08/2018			42.68
	001-170-559	WIRE MARKER		901049	11/13/2018			9.49
	001-170-559	PRONG HOOK, DRYWALL ANCHOR (2)		909706	11/14/2018			16.56
	001-205-559	POLY LN, 100CT STRING LIGHT (3)		915626	11/15/2018			54.60
001	PASCAGOULA UTILITIES	190543	12/18/2018	12/04/2018			36.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		114394	11/27/2018			19.94
	001-161-630	SOUTH FIRE STN		114567	11/27/2018			16.92
001	TEC	190545	12/18/2018	12/04/2018			86.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		949677	12/01/2018			86.43
001	O'REILLY AUTO PARTS	190547	12/18/2018	12/04/2018			623.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	MANIFOLD SET: U #51		1978112180	10/31/2018			39.14
	001-170-639	MIN SPIRITS, 96-OZ PART CLNR		1978112322	11/01/2018			120.20
	001-100-570	BLOWER MOTOR: U #14406		1978113092	11/09/2018			40.66
	001-100-570	SPARK PLUG (8): U #19614		1978113441	11/13/2018			39.92
	001-170-638	CIRCUIT BRD, MINI BULB (2)		1978113562	11/14/2018			25.63
	001-161-638	1GAL CAR WASH, 1QT PS FLUID		1978114571	11/26/2018			18.55
	001-100-570	THERMOSTAT, OUTLET SEAL:U #62		1978114600	11/26/2018			10.72
	001-100-570	PLASTIC PLSH		1978114707	11/27/2018			9.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	190547	12/18/2018	12/04/2018			623.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	HEAD LAMP (2): U #10508		1978114770	11/28/2018			141.54
	001-100-570	INT DR HANDLE (2): U #10508		1978114771	11/28/2018			176.68
001	DELTA SANITATION OF MS LLC	190550	12/18/2018	12/05/2018			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0000980207	11/30/2018			35.00
001	SINGING RIVER ELECTRIC COOPERATIVE	190556	12/18/2018	12/06/2018			1,307.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		11202018	11/28/2018			241.45
	001-170-631	BACOT PARK 10137		11202018	11/28/2018			914.74
	001-201-629	SIGNAL LIGHTS 10138		11202018	11/28/2018			127.37
	001-170-631	BACOT SPLASHPAD 103751001		11202018	11/28/2018			23.50
001	CABLE ONE INC	190559	12/18/2018	12/06/2018			130.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2018: #107571481		11242018	12/01/2018			130.07
001	CABLE ONE INC	190560	12/18/2018	12/06/2018			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	DEC 2018: SR BLDG #120793682		11242018	12/01/2018			84.62
001	MALLETTE BROTHERS CONSTRUCTION INC	190561	12/18/2018	12/06/2018			69.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-560	2.31 WASH GRAVEL TN		20035	11/30/2018			69.30
001	DIRECTV LLC	190570	12/18/2018	12/10/2018			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (JAN)		12132018	12/14/2018			140.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	190571	12/18/2018	12/10/2018			198.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MX-M654N SERV AGRMNT (6 MO)		17431	11/28/2018			198.00
001	SYSCON INC	190572	12/18/2018	12/10/2018			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	DEC 2018 COURT SUPPORT		1-444550	12/03/2018			1,475.00
001	BORDIS & DANOS PLLC	190573	12/18/2018	12/10/2018			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	DEC 2018 RETAINER		62	12/05/2018			10,000.00
001	MAGNOLIA AD STUDIO LLC	190574	12/18/2018	12/10/2018			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-615	DEC 2018: ADVERTISING PKG		1013	11/29/2018			750.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	190575	12/18/2018	12/10/2018			533.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	WELLNESS EXAM-VACCS: CAESAR		215275	11/28/2018			140.10
	001-100-514	MEDICATIONS: CAESAR		215275	11/28/2018			393.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	190576	12/18/2018	12/10/2018			967.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONES	0030759348	11/30/2018			50.29	
	001-022-605	HR CELL PHONES	0030759348	11/30/2018			50.29	
	001-040-605	ADMIN CELL PHONES	0030759348	11/30/2018			134.77	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	11/30/2018			201.16	
	001-090-698	IPAD SERVICE (3)	0030759348	11/30/2018			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	11/30/2018			100.58	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	11/30/2018			156.86	
	001-170-605	RECREATION CELL PHONES	0030759348	11/30/2018			120.43	
	001-205-605	MAINT CELL PHONES	0030759348	11/30/2018			50.29	
001	LAMEY ELECTRIC INC	190577	12/18/2018	12/10/2018			180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-698	REPR:SRA SCHOOL ZONE FLASHER	1237A	11/28/2018			180.00	
001	ACE DATA STORAGE INC	190579	12/18/2018	12/10/2018			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NOV 2018 SHREDDING SERVICE	0062692	12/01/2018			105.00	
001	JACKSON COUNTY ADULT DETENTION CENTER	190580	12/18/2018	12/10/2018			7,700.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	NOV 2018 ADC CHGS	11302018	12/06/2018			7,700.00	
001	CREDIT CARD CENTER	190581	12/18/2018	12/10/2018			3,786.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	CFEI APP & EXAM FEE: MCCOY	12042018	10/30/2018			125.00	
	001-161-799	SAMSUNG GALAXY TAB,2 SD CARDS	10292018	10/30/2018			232.97	
	001-161-704	DELL 27" LED MONITOR	10292018	10/30/2018			190.00	
	001-161-799	WESTINGHOUSE 32" SMART HDTV	10292018	10/30/2018			140.30	
	001-161-704	LOGITECH Z200 SPEAKERS	10302018	10/31/2018			36.70	
	001-161-799	KANTO SHELF BLACK	10302018	10/31/2018			39.70	
	001-100-559	MGCCC TRUNK OR TREAT SUPPLIES	10302018	10/31/2018			184.45	
	001-161-559	DRONE REGISTRATION	10312018	11/01/2018			5.00	
	001-040-681	HOTEL-CLERK TRNG: RUSSELL	10312018	11/02/2018			202.74	
	001-090-681	HOTEL-CERT CLASS: ANKERSON	11012018	11/05/2018			376.00	
	001-040-682	NIGP MEMBERSHIP: FARABEE	11072018	11/09/2018			190.00	
	001-205-559	OTTERBOX BELT CLIP: FOX,P	11112018	11/12/2018			14.99	
	001-170-511	SR THANKSGIVING LUNCH	11142018	11/16/2018			117.16	
	001-161-682	NOTARY COMMISSION: ROSSCUP,R	11192018	11/21/2018			150.00	
	001-022-682	NOTARY COMMISSION: HILL, L	11192018	11/21/2018			150.00	
	001-170-513	SUPPLIES: L&L CHRISTMAS	11192018	11/21/2018			292.05	
	001-001-615	PARADE THROWS: CUPS (1000)	11202018	11/21/2018			397.63	
	001-090-559	LAPTOP BATTERY: ANKERSON	11232018	11/26/2018			51.99	
	001-001-615	PARADE THROWS: FRISBEES (700)	11232018	11/26/2018			507.86	
	001-170-513	MESH (20): L&L CHRISTMAS	11262018	11/27/2018			59.80	
	001-170-513	SUPPLIES: L&L CHRISTMAS	11262018	11/27/2018			322.53	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T INTERSTATE DED PRIVATE LINE SERV	190583	12/18/2018	12/10/2018			206.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET TI.5 DIGITAL SERV		3106114798	12/01/2018			206.94
001	AIRGAS USA LLC	190584	12/18/2018	12/10/2018			200.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9957914626	11/30/2018			200.79
001	CINTAS CORPORATION NO 2	190586	12/18/2018	12/10/2018			274.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		240550563	11/07/2018			68.68
	001-205-535	MAINTENANCE		240551484	11/14/2018			68.68
	001-205-535	MAINTENANCE		240552394	11/21/2018			68.68
	001-205-535	MAINTENANCE		240553315	11/28/2018			68.68
001	FUELMAN	190588	12/18/2018	12/10/2018			2,519.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP54845695	12/03/2018			24.14
	001-092-525	UNL FUEL		NP54845695	12/03/2018			23.84
	001-100-525	UNL FUEL		NP54845695	12/03/2018			1,934.64
	001-161-525	UNL & DSL FUEL		NP54845695	12/03/2018			404.21
	001-170-525	UNL FUEL		NP54845695	12/03/2018			86.84
	001-205-525	DSL FUEL		NP54845695	12/03/2018			45.84
001	MSC 7511	190590	12/18/2018	12/10/2018			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FFO200-01 RENTAL FEE		INV2814984	12/05/2018			470.88
001	AUTO TRUCK AND TRAILER PARTS INC	190592	12/18/2018	12/10/2018			2,822.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	STUD (2), AIR CHUCK		271897	11/02/2018			55.44
	001-161-638	BATT: R39		271959	11/05/2018			89.00
	001-100-570	BULB (13): PD VEHICLES		271878	11/07/2018			72.00
	001-100-570	LIGHT (2): U #12400		271931	11/07/2018			71.84
	001-100-570	FORD HUB CAP: PD VEHICLE		271975	11/07/2018			75.38
	001-100-570	RIGHT CNTL ARM, LOWER CNTL ARM		271934	11/07/2018			112.36
	001-100-570	LEFT CNTL ARM, LOWER CNTL ARM		271935	11/07/2018			112.36
	001-100-570	BATT: U #12459		272032	11/08/2018			150.00
	001-100-570	FUEL PUMP, P/FUEL PUMP: U #11277		271928	11/09/2018			591.00
	001-100-570	BATT: U #48		272121	11/13/2018			155.00
	001-100-570	AXLE KIT: U #14403		272146	11/15/2018			148.48
	001-100-570	RADIATOR FAN BLADE: U #12411		272154	11/15/2018			132.86
	001-100-570	NOZZLE (5): CHARGERS		272153	11/15/2018			198.75
	001-170-638	PICO WIRE, WIRE CONN		272230	11/20/2018			7.28
	001-100-570	GL-5 OIL		272252	11/21/2018			65.00
	001-100-570	CENTER CAPS (2): U #17823		272296	11/27/2018			30.28
	001-100-570	CNTRL ARM (2): U #12405		272294	11/27/2018			192.00
	001-100-570	CNTRL ARM (2): U #12405		272295	11/27/2018			109.16
	001-100-570	BATT: U #10508		272312	11/27/2018			109.00
	001-100-570	CNTRL ARM: U #12405		272325	11/28/2018			154.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	190592	12/18/2018	12/10/2018			2,822.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	FILTER CHANGE KIT (2): BOATS		272354	11/30/2018			190.00
001	AT&T GLOBAL NETWORK SERVS LLC	190595	12/18/2018	12/10/2018			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GF01888	12/01/2018			229.64
001	FUELMAN	190597	12/18/2018	12/10/2018			2,697.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP54906911	12/10/2018			44.73
	001-100-525	UNL FUEL		NP54906911	12/10/2018			1,676.14
	001-100-525	FRAUDULENT CHGS: CLONED CARD		NP54906911	12/10/2018			184.28
	001-161-525	UNL & DSL FUEL		NP54906911	12/10/2018			546.08
	001-170-525	UNL & DSL FUEL		NP54906911	12/10/2018			206.99
	001-205-525	UNL FUEL		NP54906911	12/10/2018			38.99
001	MS DEPT OF FINANCE & ADMIN	190600	12/18/2018	12/11/2018			22,988.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2018 COURT ASSESSMENTS		11302018	12/11/2018			22,988.50
001	MS DEPT OF PUBLIC SAFETY	190601	12/18/2018	12/11/2018			1,457.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2018 SPECIAL ASSESSMENTS		11302018	12/11/2018			1,457.00
001	MS DEPT OF PUBLIC SAFETY	190602	12/18/2018	12/11/2018			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2018 INTERLOCK FEES		11302018	12/11/2018			300.00
001	SUN HERALD	190604	12/18/2018	12/11/2018			129.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID NOTICE: C PARK NATURE TRL		I03920046	12/02/2018			129.94
001	CABLE ONE INC	190613	12/18/2018	12/12/2018			205.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2018: #107718371		12012018	12/08/2018			205.12
001	CABLE ONE INC	190614	12/18/2018	12/12/2018			56.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC CABLE BOX: #118476316		12012018	12/08/2018			56.20
001	CABLE ONE INC	190623	12/18/2018	12/12/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2018 SUBSTN: #107718827		12012018	12/08/2018			83.32
001	ALABAMA MEDIA GROUP	190624	12/18/2018	12/12/2018			22.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #18-22 VAR		0008896523	11/18/2018	190179		18.12
	001-040-615	AD: ORDINANCE NUMBER 247-2018		0008898253	11/16/2018	190182		4.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	190625	12/18/2018	12/12/2018			394.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	CS BROWN MF TOWELS	61542	11/29/2018	190227		19.95	
	001-170-559	CS GEN 202 JR TISSUE (2)	61542	11/29/2018	190227		51.00	
	001-170-559	CS/96 HS TISSUE	61542	11/29/2018	190227		40.50	
	001-170-559	CS 12/8 ROLL TOWEL (2)	61542	11/29/2018	190227		47.90	
	001-170-559	CS 4/1 GAL ODO BAN (2)	61542	11/29/2018	190227		103.60	
	001-170-559	CS/100 38X58 CAN LINER (4)	61542	11/29/2018	190227		131.80	
001	ACTION PRINTING CENTER INC	190626	12/18/2018	12/12/2018			94.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	REG ENVELOPE (1000): PLANNING	95797	11/29/2018	190207		94.04	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	190627	12/18/2018	12/12/2018			211.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FCO603 FIRE LT TEST (6)	1607C1V4D2	11/19/2018	190176		91.20	
	001-022-660	ADMINISTRATION FEE	1607C1V4D2	11/19/2018	190176		92.15	
	001-022-660	PO-EL101 POLICE OFCR TEST (2)	1608L9C7Y7	11/19/2018	190176		28.50	
001	MS FIRE CHIEF'S ASSOCIATION	190628	12/18/2018	12/12/2018			90.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-682	ANNUAL DUES: JONES, ROBERT	20181112	12/11/2018	190279		45.00	
	001-161-682	ANNUAL DUES: MCCOY, DEREK	20181112	12/11/2018	190279		45.00	
001	MID SOUTH UNIFORM & SUPPLY INC	190629	12/18/2018	12/12/2018			1,484.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	NAVY HIDDEN AGENDA JACKET	585403	12/04/2018	190144		149.34	
	001-100-535	NAVY PANT W/BLUE STRIPE (9)	585403	12/04/2018	190144		391.86	
	001-100-535	NAVY PANT W/GOLD STRIPE (5)	585403	12/04/2018	190144		217.70	
	001-100-535	LS MIDNIGHT NAVY SHIRT (2)	585403	12/04/2018	190144		94.92	
	001-100-535	SS MIDNIGHT NAVY SHIRT (7)	585403	12/04/2018	190144		312.13	
	001-100-535	SS WHITE TEX TROP (3)	585403	12/04/2018	190144		155.49	
	001-100-535	SEW ON PATCHES	585403	12/04/2018	190144		26.00	
	001-100-535	NAVY BRAID (14)	585403	12/04/2018	190144		59.50	
	001-100-535	LT BLUE BRAID (9)	585403	12/04/2018	190144		38.25	
	001-100-535	OLD GOLD BRAID (5)	585403	12/04/2018	190144		21.25	
	001-100-535	GENESIS ID PANELS POLICE	585403	12/04/2018	190144		17.84	
001	LEWIS PRINTING	190630	12/18/2018	12/12/2018			315.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	EVIDENCE STICKERS (2000)	35921	12/05/2018	190232		315.00	
001	GULF COAST BUSINESS SUPPLY CO	190631	12/18/2018	12/12/2018			348.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	32OZ CLNR DISINFECT SPRAY (12)	179122	11/27/2018	190211		56.28	
	001-161-510	4CS 1GAL CLEANER PINE (10)	179122	11/27/2018	190211		55.20	
	001-161-510	6/CTN 1GAL ULTRA BLEACH	179122	11/27/2018	190211		20.99	
	001-161-510	100CS BLACK LINER 43X47	179122	11/27/2018	190211		23.95	
	001-161-510	BMF TOWELS GENMF4001K (4)	179122	11/27/2018	190211		87.32	
	001-161-500	HP 60XL CARTRIDGE CYAN/MAG/YEL	179122	11/27/2018	190211		55.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO Account Number 001-161-500	190631	12/18/2018	12/12/2018			348.72	(CONTINUED)
	Description			Invoice #	Date	P.O.	Amount	
	HP 60XL CARTRIDGE BLACK			179122	11/27/2018	190211	48.99	
001	CUSTOM PRODUCTS CORPORATION Account Number 001-201-565 001-201-565 001-201-565	190632	12/18/2018	12/12/2018			448.80	
	Description			Invoice #	Date	P.O.	Amount	
	18X24 SLOW/LOVE CHILD SIGN (8)			313251	12/06/2018	190269	212.40	
	18X24 CHILD AT PLAY SIGN (8)			313251	12/06/2018	190269	196.40	
	FREIGHT			313251	12/06/2018	190269	40.00	
001	GULF COAST ARMY NAVY STORE Account Number 001-100-535	190633	12/18/2018	12/12/2018			146.85	
	Description			Invoice #	Date	P.O.	Amount	
	KHAKI TACT PANT (3): WYLLIE			484754	12/05/2018	190263	146.85	
001	GOODYEAR AUTO CENTER Account Number 001-100-638 001-090-638	190635	12/18/2018	12/12/2018			108.00	
	Description			Invoice #	Date	P.O.	Amount	
	WHEEL ALIGNMENT : U #54			206136	11/29/2018	190173	54.00	
	WHEEL ALIGMENT: ACO TRUCK			206265	12/04/2018	190256	54.00	
001	GREGGS AFFORDABLE AUTO GLASS Account Number 001-100-638	190636	12/18/2018	12/12/2018			325.00	
	Description			Invoice #	Date	P.O.	Amount	
	REPR WINDSHIELD: U #12406			40171	12/12/2018	190284	325.00	
001	COMM-TECH SOLUTIONS INC Account Number 001-100-799	190638	12/18/2018	12/12/2018			1,151.00	
	Description			Invoice #	Date	P.O.	Amount	
	INSTALL 32" MONITOR/EQUIPMENT			16202	11/29/2018	190074	1,151.00	
001	POWELL CONSTRUCTION SERVICES INC Account Number 001-201-698	190639	12/18/2018	12/12/2018			286.00	
	Description			Invoice #	Date	P.O.	Amount	
	REPL RED BULB:MARTIN BLUFF TS			2021	11/29/2018	190218	286.00	
001	CUPIT SIGNS INC Account Number 001-170-513	190641	12/18/2018	12/12/2018			179.99	
	Description			Invoice #	Date	P.O.	Amount	
	PARKING BANNER: L&L CHRISTMAS			30648	11/28/2018	190228	179.99	
001	PTS SOLUTIONS INC Account Number 001-100-639	190642	12/18/2018	12/12/2018			500.00	
	Description			Invoice #	Date	P.O.	Amount	
	REMOTE SERVER MIGRATION SERVS			201868-A	12/03/2018	190220	500.00	
001	WARING OIL COMPANY LLC Account Number 001-170-525	190643	12/18/2018	12/12/2018			1,391.70	
	Description			Invoice #	Date	P.O.	Amount	
	700 GALS 87 NO-LEAD GAS			001722770	12/06/2018	190266	1,391.70	
001	BAILEY LUMBER & SUPPLY CO. Account Number 001-170-639 001-170-639	190647	12/18/2018	12/12/2018			197.46	
	Description			Invoice #	Date	P.O.	Amount	
	TREATED YEL PINE 2X8X20 (10)			02696566	12/10/2018	190281	180.90	
	TREATED YEL PINE 2X6X20			02696566	12/10/2018	190281	16.56	
001	PROFESSIONAL SOLUTIONS USA INC Account Number 001-090-620	190648	12/18/2018	12/12/2018			536.81	
	Description			Invoice #	Date	P.O.	Amount	
	2018 FLOOD MAILOUT (7500)			370039	12/05/2018	190199	536.81	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COASTAL FIRE SAFETY LLC	190650	12/18/2018	12/12/2018			259.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	FIRE EXTINGUISHER (2)		2454	12/06/2018	190210		90.00
	001-100-635	FIRE EXTINGUISHER CABINET		2454	12/06/2018	190210		169.00
001	ONE TEN CONTRACTING	190653	12/18/2018	12/12/2018			1,830.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	CUT DOWN LARGE TREE: IOWANA		344	12/01/2018	190170		1,250.00
	001-201-698	REMOVE/HAUL OFF ALL DEBRIS		344	12/01/2018	190170		430.00
	001-201-698	GRIND STUMP BELOW YARD LEVEL		344	12/01/2018	190170		150.00
001	OCCUPATIONAL HEALTH CENTER INC	190655	12/18/2018	12/12/2018			410.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL: FLOYD, C		161177	12/05/2018	190157		65.00
	001-022-604	PRE-EMP DRUG SCREEN: FLOYD, C		161177	12/05/2018	190157		30.00
	001-022-604	PRE-EMP PHYSICAL: GRECO, B		161177	12/05/2018	190122		65.00
	001-022-604	PRE-EMP DRUG SCREEN: GRECO, B		161177	12/05/2018	190122		30.00
	001-022-604	PRE-EMP PHYSICAL: TAYLOR, H		161177	12/05/2018	190120		65.00
	001-022-604	PRE-EMP DRUG SCREEN: TAYLOR, H		161177	12/05/2018	190120		30.00
	001-100-604	PRE-EMP PHYSICAL: WALTMAN, R		161177	12/05/2018	190168		65.00
	001-100-604	PRE-EMP DRUG SCREEN: WALTMAN, R		161177	12/05/2018	190168		60.00
001	STEINER SAW & MOWER	190656	12/18/2018	12/12/2018			219.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	CHAIN SAW REPAIR		334833	11/29/2018	190217		219.00
FUND TOTAL	1 Claims	to	Checks	60 Total	77,343.58 Manual	Held	Total	77,343.58

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	190611	12/18/2018	12/11/2018			3,547.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	ENGINEERING: MARTIN BLUFF		1025185	09/13/2018			1,993.34
	130-130-770	ENGINEERING: MARTIN BLUFF		1028893	10/16/2018			1,554.36
FUND TOTAL 130 Claims	to	Checks	1 Total	3,547.70	Manual	Held	Total	3,547.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AUTO TRUCK AND TRAILER PARTS INC	190594	12/18/2018	12/10/2018			1,736.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	60 LIGHT BAR	272147	11/15/2018			1,157.00	
	157-100-799	REAR UPPER LIGHT BAR (2)	272147	11/15/2018			179.00	
	157-100-799	SIDE LEN (4)	272147	11/15/2018			200.00	
	157-100-799	BUMPER/REAR LEN (4): U #14782	872147	11/15/2018			200.00	
157	GRAFIX SHOPPE	190644	12/18/2018	12/12/2018			528.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	ULT 2004 REFLECT GRAPHIC:U #48	124831	12/05/2018	190231		463.00	
	157-100-799	CAUTION K9 DECAL (3): U #48	124831	12/05/2018	190231		45.00	
	157-100-799	SHIPPING	124831	12/05/2018	190231		20.78	
FUND TOTAL 157 Claims		to	Checks	2 Total	2,264.78 Manual	Held	Total	2,264.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC	190537	12/18/2018	12/03/2018			300.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	HYD FILTER, BELT: EXMARK RANGER	42824	10/12/2018			91.00	
	176-170-639	BELT (2): SCAG	42825	10/16/2018			127.28	
	176-170-639	KROIL OIL, BELT: SCAG	42854	11/07/2018			82.12	
176	LOWES HOME CENTERS INC	190541	12/18/2018	12/04/2018			43.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	UTILITY KOBALT KNIFE (2)	909542	10/30/2018			17.06	
	176-170-635	TOILET SEAT: SHEP BATH HOUSE	909542	10/30/2018			23.73	
	176-170-635	CDT RTN: TOILET SEAT	918289	10/30/2018			-23.73	
	176-170-635	TOILET SEAT: SHEP BATH HOUSE	909584	10/30/2018			26.60	
176	O'REILLY AUTO PARTS	190548	12/18/2018	12/04/2018			7.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	8PK BATTERIES	1978112659	11/05/2018			7.99	
176	SINGING RIVER ELECTRIC COOPERATIVE	190557	12/18/2018	12/06/2018			1,517.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	11202018	11/28/2018			1,469.07	
	176-170-631	HOUSE 76855002	11202018	11/28/2018			48.24	
176	C SPIRE WIRELESS	190578	12/18/2018	12/10/2018			50.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONE	0030759348	11/30/2018			50.29	
176	CREDIT CARD CENTER	190587	12/18/2018	12/10/2018			46.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	DECORATIVE FLAGS (5)	11162018	11/19/2018			46.60	
176	AUTO TRUCK AND TRAILER PARTS INC	190593	12/18/2018	12/10/2018			82.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	SAFETY STRAP (6), TAPE, WRENCH	272018	11/08/2018			82.30	
176	FUELMAN	190598	12/18/2018	12/10/2018			26.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP54906911	12/10/2018			26.23	
176	ENGEL ELECTRIC LLC	190645	12/18/2018	12/12/2018			560.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	LABOR GRINDER PUMP UPGR: SHEP	190258	12/04/2018	190258		560.00	
176	GRAND VIEW SECURITY LLC	190649	12/18/2018	12/12/2018			920.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	ALARM KIT: SHEP PARK	0814220105	12/02/2018	190162		199.00	
	176-170-699	ALARM WIRELESS CONTACT (6)	0814220105	12/02/2018	190162		222.00	
	176-170-699	ALARM WIRELESS MO/DETECTOR (2)	0814220105	12/02/2018	190162		100.00	
	176-170-699	ALARM GSM AAM, CELLULAR COMM	0814220105	12/02/2018	190162		99.00	
	176-170-699	ALARM MONITORING PLUS	0814220105	12/02/2018	190162		300.00	
FUND TOTAL 176 Claims to		Checks	10 Total	3,554.78 Manual		Held	Total	3,554.78

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL	190612	12/18/2018	12/11/2018			48,258.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-603	DESIGN SERVICES, TOPOG SURVEY		1023776	08/28/2018		25,213.30	
	303-301-603	DESIGN SERVICES		1025812	09/18/2018		8,054.88	
	303-301-603	DESIGN SERVICES		1029350	10/22/2018		1,038.03	
	303-301-603	DESIGN SERVICES		1031542	11/14/2018		13,952.60	
FUND TOTAL 303 Claims	to	Checks	1 Total	48,258.81	Manual	Held	Total	48,258.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	190542	12/18/2018	12/04/2018			525.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	METER READER SUPPLIES		901213	11/14/2018			195.54
	400-651-582	SUPPLIES: TREATMENT PLANT		909791	11/14/2018			156.19
	400-651-582	SUPPLIES: TREATMENT PLANT		909866	11/15/2018			148.58
	400-651-582	SUPPLIES: TREATMENT PLANT		901583	11/16/2018			6.75
	400-651-582	SUPPLIES: TREATMENT PLANT		901463	11/21/2018			18.78
400	JACKSON COUNTY UTILITY AUTHORITY	190544	12/18/2018	12/04/2018			180,418.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	DEC 2018 TREATMENT CHGS		215	12/01/2018			181,416.00
	400-651-668	FY 2018 ACTUAL FLOW ADJ		215	12/01/2018			-998.00
400	CITY OF GAUTIER	190554	12/18/2018	12/06/2018			128,275.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	NOV 2018 GARBAGE PMTS		11302018	11/30/2018			128,275.59
400	SINGING RIVER ELECTRIC COOPERATIVE	190555	12/18/2018	12/06/2018			3,517.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		11202018	11/28/2018			224.11
	400-651-631	LIFT STNS 17883		11202018	11/28/2018			1,774.50
	400-651-631	LIFT STNS 17884		11202018	11/28/2018			1,518.91
400	IRBY'S ANSWERING SERVICE	190558	12/18/2018	12/06/2018			448.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	HOLIDAY CHARGES		277-112818	11/28/2018			12.00
	400-650-698	474 MTS:10/31-11/27/18		277-112818	11/28/2018			22.08
	400-650-698	BASE RATE:11/28-12/28/18		277-112818	11/28/2018			414.00
400	MALLETTE BROTHERS CONSTRUCTION INC	190562	12/18/2018	12/06/2018			2,315.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	11.76 FILL SAND CY		20035	11/20/2018			141.12
	400-651-585	8.04 RAP TN		20035	11/20/2018			241.20
	400-651-683	17.22 RAP TN		20035	11/20/2018			516.60
	400-651-683	25.75 RIP RAP TN		20035	11/20/2018			1,416.25
400	WASTE MANAGEMENT OF MS-GLF COAST INC	190582	12/18/2018	12/10/2018			671.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6810644768	12/03/2018			671.48
400	CREDIT CARD CENTER	190585	12/18/2018	12/10/2018			364.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	MENS SS TEE (5): METER RDRS		11112018	11/12/2018			31.88
	400-650-535	MENS SS TEE (5): METER RDRS		11132018	11/14/2018			37.28
	400-650-535	YLW RAINUIT (3): METER RDRS		11132018	11/15/2018			33.00
	400-650-559	PVC PIPE (2), WT LTR/NBR PK		11142018	11/15/2018			12.56
	400-650-559	28" STEEL CURB KEY (2)		11142018	11/15/2018			20.07
	400-650-559	KOBALT 3PC ADJ WRENCH		11142018	11/15/2018			12.82
	400-650-535	POLO SHIRT (11): CSR & MR		11142018	11/16/2018			216.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	190589	12/18/2018	12/10/2018			149.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54845695	12/03/2018			149.56
400	CLEARWATER SOLUTIONS LLC	190591	12/18/2018	12/10/2018			174,557.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	NOV 2018 OPERATION FEE		GAUTIER072	12/01/2018			174,557.55
400	REGIONS BANK	190596	12/18/2018	12/10/2018			60,921.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-819	INT PMT: MDB BOND 2013		5703	11/21/2018			61,028.13
	400-680-819	LESS AMOUNT ON DEPOSIT		5703	11/21/2018			-106.88
400	FUELMAN	190599	12/18/2018	12/10/2018			153.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54906911	12/10/2018			153.95
400	MISSISSIPPI 811 INC	190605	12/18/2018	12/11/2018			2,244.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	2019 BILLING (1143)		190416	11/16/2018			2,019.52
	400-651-698	UFDP BOARD FEE (1143)		190416	11/16/2018			57.15
	400-651-698	CREDIT: 2018 BILLING		190416	11/16/2018			-60.70
	400-651-698	FAX CHARGE (1143)		190416	11/16/2018			228.60
400	MISSION COMMUNICATIONS LLC	190606	12/18/2018	12/11/2018			1,737.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: TOWNSEND		1025216	12/04/2018			347.40
	400-651-698	RENEWAL: SKYLINE		1025216	12/04/2018			347.40
	400-651-698	RENEWAL: CALLIE RD		1025216	12/04/2018			347.40
	400-651-698	RENEWAL: GARDEN LANE		1025216	12/04/2018			347.40
	400-651-698	RENEWAL: 17MIS21787		1025216	12/04/2018			347.40
400	MICRO METHODS INC	190634	12/18/2018	12/12/2018			52.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	WATER SAMPLE: TREATMENT PLANT		1811462186	11/30/2018	190197		52.00
400	C & M ELECTRIC MOTOR SERVICE INC	190637	12/18/2018	12/12/2018			2,695.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	1.5 HP SUB PUMP MOTOR: JSSC-1		12084	11/29/2018	190255		1,298.60
	400-651-584	1.5 HP SUB PUMP MOTOR: JSSC-1		12084	11/29/2018	190255		1,396.80
400	SOUTHERN WATERWORKS SUPPLY INC	190640	12/18/2018	12/12/2018			788.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	8" MJ GASKET & BOLT PACK (4)		77692	11/05/2018	190121		57.60
	400-651-581	8"X6" MJ REDUCER		77692	11/05/2018	190121		59.04
	400-651-581	1"X6" PS COLLAR LEAK CLAMP (2)		77692	11/05/2018	190121		98.66
	400-651-581	2"X7.5" SB F/CIR REPR CLAMP (6)		77692	11/05/2018	190121		274.92
	400-651-581	6"X13" ANCHOR COUPLING (2)		78049	12/10/2018	190270		229.44
	400-651-581	6" MJ GASKET & BOLT PACK (2)		78049	12/10/2018	190270		25.92
	400-651-581	8" MJ GASKET & BOLT PACK (3)		78049	12/10/2018	190270		43.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ENGEL ELECTRIC LLC	190646	12/18/2018	12/12/2018			214.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	DISCONNECT POWER BOX: LABOR		181252	12/05/2018	181252		214.00
400	CORE & MAIN LP	190651	12/18/2018	12/12/2018			685.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	UTILITY PUMP W/72" HOSE (3)		J802204	11/19/2018	190177		92.31
	400-650-559	2X36" METER READING TUBE (2)		J81274	11/27/2018	190177		126.45
	400-651-583	8 PVC HW SWR PIPE (G) 14' (28)		J789524	11/19/2018	190171		148.12
	400-651-583	2 702-200G TELSCO COUP (6)		J821271	11/21/2018	190171		131.16
	400-651-583	8X6 MJ TEE C153 IMP (2)		J821271	11/21/2018	190171		187.74
400	MUSCO-GULFPORT 1227	190652	12/18/2018	12/12/2018			606.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	GASKET FOR SWIVEL (20):HYDRANT		0621065	12/07/2018	190208		606.60
400	ONE TEN CONTRACTING	190654	12/18/2018	12/12/2018			1,695.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	CUT DOWN LRG PINE TREE:BOXWOOD		372	12/01/2018	190261		700.00
	400-651-683	CUT DOWN DEAD PINE #2: BOXWOOD		372	12/01/2018	190261		600.00
	400-651-683	REMOV/HAUL PINE TREES & DEBRIS		372	12/01/2018	190261		350.00
	400-651-683	RAKE/BAG DEAD PINE TREE DEBRIS		372	12/01/2018	190261		45.00
400	J H WRIGHT & ASSOCIATES INC	190657	12/18/2018	12/12/2018			10,715.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	M112 WIRELESS ALARM SYSTEM (5)		411069	11/08/2018	190142		7,000.00
	400-651-767	M651 WET WELL MODULE (5)		411069	11/08/2018	190142		875.00
	400-651-767	1 YEAR SERVICE PACKAGE (5)		411069	11/08/2018	190142		1,740.00
	400-651-767	FREIGHT		411069	11/08/2018	190142		100.00
	400-651-584	FLOAT NO NARROW WT 30FT (10)		410776	10/26/2018	190083		350.00
	400-651-584	LRG FLOAT 40FT CORD (10)		410865	10/31/2018	190083		650.00
FUND TOTAL 400 Claims	to	Checks	22 Total	573,752.47	Manual	Held	Total	573,752.47

Docket of Claims
Release date from 12/18/2018 thru 12/18/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	190551	12/18/2018	12/05/2018			65,454.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	NOV 2018 RES GARBAGE (6254)		0000980123	11/30/2018		105,254.82	
	404-677-693	OCT 2018 DAMAGES		10312018	11/02/2018		-39,800.00	
404	APPLEWHITE INDUSTRIES INC	190603	12/18/2018	12/11/2018			66.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	NOV 2018 22 @ 3.00		3556	11/30/2018		66.00	
FUND TOTAL 404 Claims	to	Checks	2 Total	65,520.82 Manual		Held	Total	65,520.82

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	60 Total	77,343.58 Manual	Held	Total	77,343.58
FUND 130 Claims	to	Checks	1 Total	3,547.70 Manual	Held	Total	3,547.70
FUND 157 Claims	to	Checks	2 Total	2,264.78 Manual	Held	Total	2,264.78
FUND 176 Claims	to	Checks	10 Total	3,554.78 Manual	Held	Total	3,554.78
FUND 303 Claims	to	Checks	1 Total	48,258.81 Manual	Held	Total	48,258.81
FUND 400 Claims	to	Checks	22 Total	573,752.47 Manual	Held	Total	573,752.47
FUND 404 Claims	to	Checks	2 Total	65,520.82 Manual	Held	Total	65,520.82
Total for all Funds		Checks	98 Total	774,242.94 Manual	Held	Total	774,242.94

Councilman Jackson requested for Consent Agenda #6 to be pulled.

Councilwoman Martin made the motion to approve Consent Agenda Items 1-5 and 7-13, as presented. 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 260-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5 and 7-13 are hereby approved.

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

Motion was made by **Councilwoman Martin** seconded by **Councilman 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 December 18, 2018.

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

ORDER NUMBER 261-2018

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 December 4, 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 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 December 18, 2018.

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

ORDER NUMBER 262-2018

WHEREAS, the City Council approved on October 16, 2018, to take control of the meter reading services from Clearwater Services, Inc.; and

WHEREAS, Southern Linc is a wireless communications network backed by the strength and reliability of Southern Company, which is parent company of four electric utilities in the Southeast; and

WHEREAS, Southern Linc can provide Sonim XP5S rugged feature phones and console private and group unlimited data service plan to the Utility Meter Readers; and

WHEREAS, after the one-time equipment fee of \$3.96, the monthly service plan will cost \$80.00 per month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Southern Linc contract agreement is hereby approved.

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

Motion was made by **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 December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 12/11/2018
Subject: Authorization to enter into a Contract Agreement with Southern Linc.

REQUEST:

The Utility Department requests City Council authorization to enter into a contract agreement with Southern Linc in the amount of \$80.00 per month for a service plan and a one time equipment fee of \$3.96 for the meter reader's radios and data services.

BACKGROUND:

Southern Linc will provide Sonim XP5S Rugged Feature Phone and Console Private and Group Unlimited Data Service Plan to the Utility Department Meter Readers. The City Council approved on October 16, 2018, to take control of the meter reading services from Clearwater Solutions, Inc.

DISCUSSION:

Southern Linc is a wireless communications network backed by the strength and reliability of Southern Company - the parent company of four electric utilities in the Southeast. In addition, Southern Linc provides reliable wireless communications service, including mobile phones, to a wide range of businesses and consumers within their 127,000 square-mile coverage area that includes Alabama, Georgia, southeastern Mississippi and the Florida Panhandle. Southern Linc bundles multiple communication options, including Push To Talk (PTT) two-way radio, cellular service, wireless Internet access, wireless data, and text and picture messaging, into one hand-held device. The Southern Linc network is digital and private. There is no known scanner that can intercept communications over the Southern Linc network. The company's customer base is comprised of business, government and consumer users.

RECOMMENDATION:

The Utility Department recommends that the City approve a Contract Agreement with Southern Linc for \$80.00 per month and \$3.96 one time equipment fee.

City Council May:

1. Approve a Contract Agreement with Southern Linc
2. Not approve a Contract Agreement with Southern Linc

ATTACHMENTS:

1. Southern Linc Quote on equipment and service plan
2. Contract

**5555 Glenridge Connector
Suite 500
Atlanta, GA 30342**



CriticalLinc Government Customer Agreement
Order Form

Account Information							
Total # of Phones \$NUMBER_OF_PH ONES	Customer Type Company/Proprietorship/Partnership		Bill Type		Tax Exemptions \$TAX_EXEMPTIONS		
Account #		Existing Fleet Info			Fleet #		
Sales Information							
Sales Person Drew Bailey		Sales Rep Code BCS101		Email Address dbailey.southernlinc@gmail.com			
Phone 251-287-7042		Fax		Private ID			
Company Information							
Agency/Company Name City of Gautier							
Billing Authorization Name Sherry Farabee		Title		Phone 251-497-8000 ext: 304		Fax	
Address Information							
Billing Address	Contact Sherry Farabee	Suite	Address 3330 Highway 90	City Gautier	State MS	Zip 39553	County Jackson
Shipping Address	Contact Sherry Farabee	Suite	Address 3700-C Government Blvd	City Mobile	State AL	Zip 36693	County Mobile
Primary Use Address	Contact Sherry Farabee	Suite	Address 3330 Highway 90	City Gautier	State MS	Zip 39553	County Jackson
City Limit Designator:							
Contact Preferences							
Email Address: By checking this box, you agree to receive marketing text messages from Southern Linc, which may be sent through an automatic telephone dialing system, from Southern Linc to the phone number(s) associated with your account. By checking this box, you agree to receive marketing email messages from Southern Linc. You may change your contact preferences at any time by visiting https://www.SouthernLinc.com/privacy/preferencecenter-login.aspx, or by contacting the Customer Solution Center at (866) 530-5462							
Payment Information							
Payment Type							

Purchased Equipment

Number of Units	Product Type	Product or Service Description	Part Number	Price	Total
4	Equipment	Sonim XP5S Rugged Feature Phone - Conversion	SONI-XP5SACnv-00	\$0.99	\$3.96
Total One-Time Amount*:					\$3.96

*Note: Unless listed above, amounts shown exclude Shipping, Taxes & Fees

Monthly Subscriptions

Number of Units	Product Type	Product or Service Description	Part Number	Price	Total
4	Service	Gov MCPTT Private & Group Unlimited Plan	GCLPGU	\$20.00	\$80.00
Total Monthly Service Amount*:					\$80.00

*Note: Unless listed above, amounts shown exclude Shipping, Taxes & Fees

***Coverage is only available in the Southern Linc Regional Service Area unless your plan provides additional coverage.**

TERMS OF SERVICE: By signing below, the Customer: (1) certifies that the information provided by or on behalf of the Customer in connection with this Agreement is true and complete; (2) agrees to all the terms and conditions of this Agreement, including those set forth on the additional pages below; (3) authorizes Southern Communications Services, Inc., d/b/a Southern Linc, to check the financial status and credit history of the Customer from any sources, listed and not listed, at any time to determine creditworthiness; and (4) acknowledges that if this Agreement is subject to the terms of a state governing purchase authorization ("State Contract"), the terms of the applicable State Contract are incorporated into this Agreement by reference and are controlling in the event of any conflict between this Agreement and the State Contract.

Authorized Representative (print)	Title	Authorizing Signature	Date
Sales Person's Signature			Date

CUSTOMER SUPPORT'S TOLL FREE # 1-800-406-0151
SLCriticalLincCA-Rev. 08/2018

CriticalLinc
Terms and Conditions
For Government Entities

In consideration of the parties' respective rights and obligations under this CriticalLinc Customer Agreement, including the order page or form (whether electronic or otherwise) with which you order services and/or equipment (your "Order Form"), and these Terms and Conditions (together, the "Agreement"), Southern Linc ("our", "us" or "we") and Customer ("you" or "your") (collectively, the "parties") agree as follows:

1. **State Contracts.** This Agreement is subject to the terms of a state (the "State") governing purchase authorization ("State Contract"), if such State Contract is applicable to the Services (as defined below) and/or Equipment (as defined below). The terms of the applicable State Contract, if any, are incorporated into this Agreement by reference and are controlling in the event of any conflict between this Agreement and the State Contract.

2. **Acceptance.** All sales to you of routers, modems, handsets and other data equipment or accessories ("Equipment") and wireless telecommunications services, data services, wireless content, applications and software ("Services") for voice and data communications are made under the terms and conditions herein. Your placement of an order, acceptance of or payment for Equipment or Services will constitute acceptance of these terms. Equipment also includes, without limitation, any routers, modems, handsets and other data equipment or accessories provided by you in connection with your receipt of Services (see Section 14 "Bring Your Own Equipment"). If you purchase certain Equipment, applications, features or software, you may be subject to and required to agree to additional terms available at www.southernlinc.com.

3. **Services.** Services are provided utilizing our CriticalLinc Long-Term Evolution (LTE) network ("System"). We may provide you Services to use on the Equipment for the selected plan, features and data as specified on the Order Form, as further detailed on our website at www.southernlinc.com, or as otherwise agreed by the parties in writing. COVERAGE IS ONLY AVAILABLE IN THE OPERATING RANGE OF THE SYSTEM AS DEPICTED ON OUR COVERAGE MAPS (available at www.southernlinc.com). The primary use of your Equipment must be for purposes within our System (see Section 13 "Customer Covenants"); however, your Equipment may connect to another provider's network ("Roaming"). Roaming may happen even if you are in our coverage area. You must check your Equipment to determine if you are Roaming. Use of Services when Roaming is dependent upon the Roaming provider's support of applicable network technology and functionality. Availability and quality of coverage, and access to Services while Roaming are not guaranteed. You may not abuse Roaming – we may limit or terminate your Service, in our sole discretion, if you do. We may not provide maintenance and support services for software or applications.

4. **Network Management.** To provide the best possible user experience for all of our customers, we have established certain network management practices to assure that our network resources are used for the benefit of all our customers especially during periods when network demand exceeds available network resources. As a part of these network management practices, we reserve the right to reduce your data speeds during times of network congestion or if you exceed certain data usage amounts in a given month. Reduced speeds and increased latency may affect the performance of data-heavy activities. The degree of reduced speeds and increased latency will vary and the performance impact for affected customers may also vary significantly. Additional terms regarding our network management practices to which you may be subject and required to agree are available at www.southernlinc.com.

5. **Equipment.** If Equipment is purchased by you, you will pay the cost shown for any Equipment described on the Order Form, plus shipping and any applicable tax. Equipment may be new or reconditioned. We may pass-through certain manufacturer warranties which apply to your Equipment and/or terms and conditions related to use of such Equipment that you purchased from us, and you may be subject to and required to agree to those terms and conditions, which are available at www.southernlinc.com.

6. **Payment and Collection.** You will pay us all amounts due under this Agreement (including, without limitation, amounts due for any Services, Equipment, and any other charges) by the payment due date shown on your invoice. You will pay us for any expenses we incur in collecting amounts due under this Agreement. You will provide us with a valid email address to which you authorize us to send your invoice. If you fail to provide us with a valid email address for invoicing, we may disconnect any Services without prior notice to you. Notwithstanding the prior two sentences, you may opt to receive a paper invoice, for an additional fee, by contacting the Customer Solution Center. You may update your email address at www.southernlinc.com or by contacting the Customer Solution Center. We and our agents may contact your email, any Southern Linc number you have and any other phone/cell number provided to us to contact you about your account status or as otherwise permitted by law, including but not limited to, collecting amounts due, using prerecorded or live calls, emails and calls or messages delivered by an automatic telephone dialer system. You will pay any federal, state, and local transactional taxes, fees or surcharges based on the place of primary use set forth on the Order Form, including, without limitation and as applicable, universal service fees, 911 surcharges, gross receipt taxes, as well as fees related to sales, mobile communications services, activation, and regulatory cost recovery (subject to change, legal or otherwise). If a place of primary use is not provided, we may refuse to sell you Equipment or Services. If you believe your invoice is incorrect, you must notify us of your dispute within 30 days from the date of the first invoice containing your dispute or waive your right to that dispute. We require written notification of any disputes to the attention of Customer Accounting at the address in Section 19. All undisputed charges must be paid by the statement due date. Upon review, if we agree with your dispute, such charges will be corrected following our resolution of the dispute or (if this Agreement has been terminated).

7. **Dishonored Check Charge; Re-connect Fees; Deposits.** If any check or similar instrument that you remit to us in payment of charges owing under this Agreement is not paid or is dishonored by a financial institution, you will pay us a fee of \$25 or the maximum amount allowed by law. We may demand payment by money order, cashier's check or similarly secure form of payment. If we disconnect any Service, you must pay a re-connect fee of \$25 per unit of Equipment per Service, in addition to any other outstanding fees, before we may reactivate Service. We may modify the terms of Service as a precondition to reactivation. We may also, in our reasonable discretion, require you to make an advance deposit in an amount not to exceed two (2) months of estimated charges to be held by us as an assurance of payment.

8. **Term/Termination/Renewal/Termination Charge.**

a. You may use Services specified on the Order Form from the date of activation of Services and continuing for the length of time shown on the Order Form or as may be otherwise extended by Equipment or service upgrades or plans (the "Initial Term"). After the end of the Initial Term, this Agreement will renew for successive one-month terms (each a "Renewal Term") unless either we or you terminate this Agreement as provided herein. Either you or we may terminate this Agreement upon the expiration of the Initial Term or any Renewal Term by providing the other with 30 days' advance written notice. We may terminate this Agreement at any time without notice upon the occurrence of a default under Section 9. If this Agreement is terminated, you will pay all amounts incurred prior to the effective date of termination.

9. **Default.** The occurrence of any of the following events constitutes default under this Agreement: (i) your failure to pay when due any amount payable under this Agreement; (ii) the sale, lease or transfer of Services without our prior written consent; (iii) any statement made or furnished to us by you or any guarantor that is false or misleading; (iv) use of Equipment, Services or System in a manner that affects our services or operations, is not within your permissible usage allowance under Section 13, is not within our system or is not approved by us; or (v) any other breach of your obligations under this Agreement or any other agreement with us. Upon the occurrence of any default, we may immediately disconnect any Services and pursue any legal remedies.

10. **Emergency Service (911).**

a. **Voice.** Your handset may be capable of Wi-Fi calling, which allows you to connect and complete voice calls using a Wi-Fi network, though log-in credentials for access may be required. When calling 911, always provide the 911 operator with your location. Your 911 call will go over Wi-Fi only if the System is unavailable. 911 calls made over Wi-Fi may disconnect, be delayed or unsuccessful, may not connect to any emergency services provider or the appropriate emergency services provider, and may not be able to identify your identity, device, telephone number, or location. To enable Wi-Fi calling, you must acknowledge and agree to these limitations and you must register an emergency address ("Emergency Address"). This Emergency Address may be used to help locate you when you call 911 over Wi-Fi. You must keep your Emergency Address up to date. We disclaim any liability in connection with your failure to register and/or update your Emergency Address.

b. **Data.** Data Services provided hereunder interact with 911 and other emergency services in different manners than landline or wireless telephone service. Unless your router, modem, or other data equipment is Wi-Fi Equipment (as below defined) and you have a handset enabled with Wi-Fi calling, you will not be able to use your router, modem, or other data equipment to dial 911 and other emergency services. 911 services may not be available to you, even if 911 fees are assessed by state and local authorities.

Your router, modem, or other data equipment (whether fixed or mobile) may be capable of serving as a Wi-Fi hotspot ("Wi-Fi Equipment"); this feature lets other devices access the Internet through your network connection. Handsets enabled with Wi-Fi calling may connect and complete calls using your Wi-Fi Equipment, though log-in credentials for access may be required. Whenever possible, any 911 caller using a handset connected to your Wi-Fi Equipment should use the handset's carrier network, and not your Wi-Fi Equipment network connection, to dial 911 in an emergency and provide the 911 operator with his/her location.

If a 911 caller does dial 911 using your Wi-Fi Equipment network connection, these 911 calls made over Wi-Fi may disconnect, be delayed or unsuccessful, may not connect to any emergency services provider or the appropriate emergency services provider, and may not be able to identify the caller's identity, device, telephone number, or location. To facilitate appropriate 911 call routing, you must register the physical address (including any building, floor, or suite number) ("Dispatchable Location") of your Wi-Fi Equipment. The Dispatchable Location of your Wi-Fi Equipment may be used to help locate 911 callers. You must keep the Dispatchable Location of your Wi-Fi Equipment up to date. We disclaim any liability in connection with your failure to register and/or update your Dispatchable Location.

11. **TTY.** Text Telephone Device or Telecommunication Device for the Deaf ("TTY" or "TDD"), is a special device required at both ends of the conversation that enables people who are deaf, hard of hearing or speech-impaired to use the telephone to communicate. TTY works by allowing people to type messages back and forth to one another instead of talking and listening. The FCC requires digital wireless carriers to have the capability to transmit a call from a wireless phone that is connected to a TTY. While the FCC mandate pertains specifically to calls made to 911, the ability to make a call to 911 means that you can complete a call using TTY to anyone, anywhere, provided the person on the receiving end of the call also has TTY. Our wireless phones only make voice calls using Voice Over LTE (VoLTE). You should be aware that TTY does not work on voice calls that are placed over Wi-Fi or VoLTE. TTY calls, including, without limitation, TTY calls to 911, cannot be made using IP-based calling, including Wi-Fi calling or VoLTE. If you have a communication disability and need to call 911 while using IP-based calling, we recommend that you use an alternative means of communicating utilizing IP-based Telecommunications Relay Services (TRS) such as IP Relay or Video Relay Services (VRS). Additionally, you may send a text message to 911 directly, where text to 911 is available. For more information, see www.southernlinc.com.

12. **Privacy.** To provide the Services, and in accordance with applicable laws, rules and regulations, we may use and disclose information about you, including, but not limited to, your name, street address, telephone number, email, IP address and location. Additionally, we will obtain and possess certain usage-related information about the quantity, type and usage patterns of services that you use. You acknowledge and agree that we may be obligated to disclose your information pursuant to court order or as otherwise required by law. If we are required by law or similar process to disclose your information, we may (to the extent legally permissible) provide you with written notice of such request or requirement so that you may seek an appropriate protective order. In addition, and more generally, we may collect and protect certain information from you during (and about) your use of the Services in accordance with our Privacy Policy which is available at www.southernlinc.com. Your use of certain Push-to-Talk applications requires us to provide you with additional privacy disclosures, available at www.southernlinc.com.

13. **Customer Covenants.** You will use Equipment, Services (including the transfer of information) and the System only in the manner for which each was designed and not for any unlawful, fraudulent, abusive or unethical purpose, and within your permissible usage allowance, all strictly in accordance with our Acceptable Use Policy, which is available at www.southernlinc.com. You will use only Equipment that is fully compatible with the System. If you are an institutional customer, you must instruct your employees in the use of Equipment and Services. Training assistance may be obtained by contacting the Customer Solution Center. We may terminate the Agreement if we believe that you are violating any applicable law or engaging in any fraudulent, abusive or unethical behavior. You are responsible for payment for all use (whether or not authorized) or misuse of Service(s) by you or any third party. We may block your access to the Services if we experience excessive billing, collection, fraud or other misuse of Services. All intellectual property rights remain with us or the developer and you will not (nor will you permit any other person to) modify, disclose, reproduce or reverse engineer any portion of software. Any applications, software and content that are loaded on your Equipment by non-representatives or by you are done so at your own risk. We are not responsible for (or have any liability whatsoever arising from or in connection with) any third party information, content, applications or services that you access, download or use on Equipment or otherwise use with the Services.

14. **Bring Your Own Equipment.** Equipment may be provided by you in our sole discretion. Any Equipment provided by you must be eligible and technologically compatible for use on the System, which may be determined by us in our sole discretion, and we may terminate Service without prior notice to you if (i) the Equipment becomes ineligible or technologically incompatible for use on the System, (ii) your use of the Equipment violates the terms of this Agreement, or (iii) we determine, in our sole discretion, that the Equipment would cause us to violate any law, regulation, or any other agreement by which we are bound.

15. **Warranty Disclaimer.** Services provided hereunder are part of a telecommunications service available to the public from a network serving all System customers as an integrated System. System routes all communications through central points of control used by other public traffic. We do not guarantee that there will be no gaps, interruptions or delays in Services. You may experience variations in Services and access times based upon the location involved, the other traffic on the System, or conditions of System. You may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low powered portable equipment in areas where higher powered mobile equipment is needed, radio frequency propagation effects, the effects of weather, the effects of natural and constructed obstructions, equipment maintenance and upgrades, System facilities and changes, repairs and malfunctions, and public usage exceeding capacity. SERVICES MAY BE DEPENDENT UPON THIRD PARTY PROVIDERS AND MAY BE DISRUPTED OR CANCELED DUE TO ACTIONS OF THE THIRD PARTY PROVIDERS. WE DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM, EQUIPMENT OR SERVICES. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT ANY SERVICES WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF SERVICES OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR APPLICATIONS, SOFTWARE OR CERTAIN EQUIPMENT IS SOLELY PROVIDED BY THE MANUFACTURER OR DEVELOPER. THE ONLY WARRANTIES ON THE EQUIPMENT ARE LIMITED WARRANTIES AVAILABLE AT WWW.SOUTHERNLINC.COM. WE FURTHER DISCLAIM ANY HARM THAT MAY RESULT FROM THE USE OR MISUSE OF ANY EQUIPMENT, APPLICATIONS OR SOFTWARE, OR PORTION THEREOF.

16. **Security.** We do not guarantee the security of your systems or Equipment and are not responsible if any software code enters your Equipment through the System that disrupts, disables or self-limits hardware or software. We disclaim any liability with respect to the unauthorized use of your information to the extent permitted by law.

17. **Force Majeure.** Neither party will be liable for a failure or delay in its performance under this Agreement (other than payment) to the extent such failure or delay was covered by an event beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or governmental action, war, cyberattack, labor dispute, failure of telecommunications facilities or transmission links, failure of digital transmission links, Internet slow-down or failure, lightning or extreme temperatures. For purposes of this Section 18, "cyberattack" means any action or series of actions, electronic or physical, taken with the intent of damaging, undermining, or destroying an electronic network or system.

18. **Miscellaneous.** Any notices under this Agreement must be made in writing and delivered to us at 4601 Southlake Parkway, Hoover, AL 35244, with a copy (for legal notices) to the Director of Legal & External Affairs, Southern Linc, 5555 Glenridge Conn., Ste. 500, Bin 79490 Atlanta, GA 30342 (or to such other addressee(s) that we may advise you of in writing). This Agreement is governed by the laws of the state in which the Services and/or Equipment are purchased, without regard to any conflict of laws. If any provision of this Agreement is held to be invalid in any respect in any jurisdiction, it will be deemed severed in that jurisdiction, but the enforceability and applicability of such provision (in any other jurisdiction) and of all other remaining provisions will continue in effect to the fullest extent permitted by law. Subject to any applicable State Contract, this Agreement constitutes the entire Agreement among the parties with respect to its subject matter, and supersedes any prior agreements, whether written, electronic, or verbal, between the parties with respect thereto. The term "person" includes any individual, corporation, partnership, trust, limited liability company, limited liability partnership, and any other entity. The term "affiliate" means any person, controlling, controlled by or under common control with, the affiliated person, and control means the power to vote the controlling interest or otherwise direct the affairs of the controlled person. The term "day" means calendar day. Except as otherwise provided herein, the Agreement may be amended only by a writing signed by both parties. Any waiver by a party must be in a writing signed by such party.

19. **Agreement Changes.** (i) Subject to applicable law, we may modify any terms of this Agreement by providing 30 days' prior written notice to you of such modification and the effective date of such modification. If you use the Services on or after the effective date of the modification or make any payment to use Services not already rendered prior to the effective date of the modification, you accept the modification. (ii) **We may modify materials referenced in this Agreement that are available on our web site from time to time by posting the then-current terms on our web site at www.southernlinc.com.** Your continued use of the Services constitutes your acceptance of such modifications. (Notwithstanding the foregoing, you may not terminate this Agreement or avoid a Termination Charge in the event that the modification is not material or consists only of a change in governmental taxes or charge or cost recovery fees.)

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

RESOLUTION NUMBER 069-2018

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:

<u>ITEM</u>	<u>SERIAL NUMBER</u>
(1) Dell PowerEdge T110 CPU	CN-OU559N-70821-014-2504-AOO
(1) APC Battery Back-up	ASO735142134

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 Jackson**, 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 18th, December 18, 2018.

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 12/07/2018
Subject: Request authorization to declare Police Department equipment as surplus

REQUEST:

City Council authorization is requested for the City to remove and surplus (1) Dell PowerEdge T110 CPU, serial number CN-OU559N-70821-041-2504-AOO, SERVICE TAG 87C2QM1 and a APC battery backup, serial number ASO735142134 from the Police Department Inventory.

BACKGROUND:

The Dell CPU was utilized by the court department as its main server. The APC battery backup was utilized in the Police Department's server room.

DISCUSSION:

The Dell CPU has been replaced with a new server for court. The hard drives will be removed and destroyed. The APC battery backup will need to be 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. APC
2. DELL
3. Consent Agenda Item 3- Surplus Police Department Equipment



PowerEdge
T110



Installation and Setup Tips ...
 Please read the enclosed Safety Guide and User's Manual for detailed instructions.

- Before Plugging in the Unit:**
 - Connect the battery following the instructions on the attached label.
 - Install any SmartSlot accessories. Follow the installation instructions that come with the accessory.
- Install UPS:**
 - For 120V models, plug the power cord attached to the UPS into the power supply.
 - For 230V models, transfer the existing power cord from your server to the UPS and plug it into the power supply.
- Connect Equipment:**
 - For 120V models, plug your equipment's power cords into the UPS.
 - For 230V models, use the power cords included with the UPS to connect your computer and equipment to the UPS.
 - Turn on all connected equipment (load).
 - Note: Do not power laser printers through the UPS.
- Turn on UPS:**
 - Press the UPS's ON switch to turn on your UPS. This will power-up connected load.
 - The unit performs a self-test automatically when turned on, and every two weeks thereafter.
 - The UPS charges its battery whenever it is connected to utility power. The battery charges fully during the first 4 hours of normal operation. Do not expect full runtime during this initial charge period.
- Install PowerChute®:**
 - For additional computer system security, install PowerChute® UPS monitoring software. It provides automatic unattended shutdown capabilities on most major network operating systems. See the *Software Installation Instruction Sheet* for details.

Load Bar Graph

Battery Charge Graph

AVR Trim	UPS regulating high AC voltage
On Line	UPS filtering AC voltage
AVR Boost	UPS regulating low AC voltage
Overload	Too much load connected
On Battery	Loads powered by battery
Replace Battery	Battery needs replacing

AP 883-1305, Revision 3, 8/01



APC
 www.apc.com

Smart-UPS
 1000

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

ORDER NUMBER 263-2018

WHEREAS, the Gautier Police Department currently has a narcotics officer at the South Mississippi Metro Enforcement Team; and

WHEREAS, the 2019 Ford F150 Truck will be issued to the Narcotics Officer that is assigned to the South Mississippi Metro Enforcement Team and the vehicle that is currently assigned to this narcotic officer, a Ford Interceptor SUV, will be reassigned and outfitted for the newly assigned K9 officer; and

WHEREAS, the purchase of this vehicle will come from the Department of Justice/Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only; and

WHEREAS, the City has obtained two competitive written bids for this equipment; and

WHEREAS, based on the recommendation of the police department, the Mayor and Councilmembers hereby find that Estabrook Ford 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 purchase of an 2019 Ford F150 Truck from Estabrook Ford is hereby authorized and approved; and

IT IS FURTHER ORDERED that placement of this vehicle on City insurance and inventory is hereby authorized; 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 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 12/07/2018
Subject: Authorization to purchase a 2019 Ford F150 pickup truck

REQUEST:

City Council authorization is requested for the Police Department to purchase a 2019 Ford F150 truck.

BACKGROUND:

The purchase of this truck will be assigned to our narcotics officer at the South Mississippi Metro Enforcement Team. The vehicle that is currently assigned to this narcotic officer, a Ford Interceptor SUV, will be reassigned and outfitted for the newly assigned K9 officer.

DISCUSSION:

The purchase of this vehicle will come from the Department of Justice/Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

RECOMMENDATION:

The Gautier Police Department recommends that the Mayor and Council authorize the purchase of this vehicle from Estabrook Ford in the amount of \$31,953.00 and place it on the City insurance and inventory.

ATTACHMENTS:

1. estabrook quote 12-7-18
2. Courtesy ford quote



A TRADITION OF SERVICE SINCE 1951
ESTABROOK
MOTOR CO., INC.



Post Office Box 1119
3689 14th Street, Pascagoula, MS 39568-1119
(228) 762-2641 • Fax (228) 769-7430

2019 F150 CREW CAB 4X4 STATE CONTRACT-----\$27,080

WITH STANDAD EQUIPMENT

OPTIONS:

101A XL PKG-----\$1,805

40/CONSOL/40 SEAT-----\$ 242

FX4 OFF ROAD-----\$ 680

STX PKG-----\$1,340

XL SPORT PKG-----\$ 713

CARPET-----\$ 93

OPTIONS SUBTOTAL-----\$ 4,873

TOTAL INCLUDING TITLE-----\$31,953

PHILLIP EVERETT

FLEET MANAGER

TO: GAUTIER PD

COURTESY FORD

**2019 F150 4X4 CREW
145" WHEELBASE
AGATE BLACK
SPORT 40/CON/40
.XL SERIES
.POWER EQUIP GR
.CRUISE CONTROL
5.0L V8 FFV ENG
ELEC 10-SPDAUTO
3.31 ELEC LOCK
FLOOR CARPET
FX4 OFF ROAD
.SKID PLATES
STX PACKAGE
.275/55R20 A/T
.SYNC 3 .REAR DEFROSTER
.20" MACH-ALUM
.MANUAL LUMBER
.PRIVACY GLASS
XL SPORT PKG
.FOG LAMPS**

TOTAL: \$31,955.00

Ritchie Bearden
Fleet Manager
Courtesy Ford
Pinebelt Chevrolet/Dodge Ram
662-360-8590 CELL
rbearden@pinebeltmotors.com



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

ORDER NUMBER 264-2018

WHEREAS, the historic preservation commission is charged with the responsibility to preserve, promote and develop the historical resources of the city in accordance with the provisions of the Mississippi Local Government Historic Preservation Law of 1978, codified as Chapter 13 of Title 39 of the Mississippi Code of 1972; and

WHEREAS, the historic preservation commissioners serve 3-year terms after appointment; and

WHEREAS, Mary Elsie Hubley, Paul Ceasar, and Henry Enrico "Rico" Borrazzo are currently serving on the Historic Preservation Commission and whose staggered terms are expiring January 5, 2019, are willing to be re-appointed; and

WHEREAS, the City Council hereby finds that reappointments of Mary Elsie Hubley, Paul Ceasar, and Henry Enrico "Rico" Borrazzo for an additional 3 year term is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Mary Elsie Hubley, Paul Ceasar, and Henry Enrico "Rico" Borrazzo to the Historic Preservation Commission for a period of three (3) years, effective January 5, 2019 through January 5, 2022 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 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: Gautier Historic Preservation Commission Re-appointments

REQUEST:

The Grants & Projects Department requests City Council approval of the re-appointment of three incumbents who are willing to be re-appointed to the Gautier Historic Preservation Commission.

BACKGROUND:

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 9 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

Currently, three members of the Historic Preservation Commission whose staggered terms are expiring January 5, 2019, are willing to be re-appointed. These members include Mary Elsie Hubley, Paul Ceasar, and Henry Enrico "Rico" Borrazzo.

RECOMMENDATION:

City Council may:

- 1) Approve the three re-appointments to the Historic Preservation Commission as presented; or
- 2) Not approve one or more of the proposed re-appointments.

ATTACHMENTS:

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

ORDER NUMBER 265-2018

WHEREAS, the Gray House at Shepard State Park was damaged by water leak in 2016; and

WHEREAS, it was determined that renovations could be accomplished through partnerships with the Mississippi Department of Wildlife, Fisheries & Parks, MSU's Gulf Coast Community Design Studio, and non-profit Women in Construction; and

WHEREAS, the City entered into an agreement with Mississippi State University Gulf Coast Design Studio with the project start date as December 1, 2017 and project end date as December 31, 2018; and

WHEREAS, Design Services are required to determine a new floor plan, create a scope of work, develop a preliminary cost estimate. Mississippi State University Gulf Coast Design Studio may coordinate with the City of Gautier for additional services to include construction documents and construction administration; and

WHEREAS, the project period needs to be extended to December 31, 2019;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that amendment to the agreement with Mississippi State University Gulf Coast Design Studio to extend the agreement until December 31, 2019 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 December 18, 2018.

City of Gautier
Memorandum

To: Paula Yancey, City Manager

From: April Stennett, Grants Administrator

Date: 12/18/2018

Subject: Approve the amendment to the agreement between the City of Gautier and Mississippi State University's GCCDS regarding a no-cost contract extension until December 31, 2019.

REQUEST:

The Grants and Projects Department requests that the City Council approve the amendment to the agreement between the City of Gautier and Mississippi State University's GCCDS regarding a no-cost contract extension until December 31, 2019.

BACKGROUND:

The Gray House at Shepard State Park was damaged by a water leak in 2016. It has been determined and approved that renovations can be completed through partnering with Mississippi Department of Wildlife, Fisheries & Parks, MSU's Gulf Coast Community Design Studio, and non-profit Women in Construction.

DISCUSSION:

Design Services are required to determine a new floor plan, create a scope of work, develop a preliminary cost estimate, etc. The project period needs to be extended to December 31, 2019. GCCDS may coordinate with the City for additional services to include construction documents and construction administration.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council approve the amendment to the agreement between the City of Gautier and Mississippi State University's GCCDS regarding a no-cost contract extension until December 31, 2019.

The City Council may:

- 1) Approve the amendment to the agreement between the City of Gautier and Mississippi State University's GCCDS regarding a no-cost contract extension until December 31, 2019; or
- 2) Not approve the amendment to the agreement between the City of Gautier and Mississippi State University's GCCDS regarding a no-cost contract extension until December 31, 2019.

Attachments:

1. Fixed Priced Research Agreement

**FIXED PRICE RESEARCH AGREEMENT
MODIFICATION NO. 1**

Between
Mississippi State University
(hereinafter "MSU")
and
City of Gautier, Mississippi
Under MSU No. G00003312

WHEREAS, MSU and City of Gautier, Mississippi entered into an agreement with an effective date of December 1, 2017.

NOW THEREFORE: Both parties agree to amend the agreement as follows:

Period of Performance: Project Period End date extended to December 31, 2019

IN WITNESS WHEREOF: The other terms and conditions of the original memorandum of agreement remain in full force and effect.

MISSISSIPPI STATE UNIVERSITY

CITY OF GAUTIER, MISSISSIPPI

Signed Date

Kevin Enroth
Director, Office of Sponsored Projects

Signed Date

Name and Title

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

RESOLUTION NUMBER 070-2018

**AUTHORIZING PHIL TORJUSEN, MAYOR, OR PAULA S. YANCEY,
CITY MANAGER, TO SIGN THE REQUEST FOR CASH FORMS
AND OTHER PROJECT RELATED REPORTS AND DOCUMENTS
UNDER THE STATE OF MISSISSIPPI CDBG PROGRAM
PROJECT NUMBER 1134-18-192-PF-01**

WHEREAS, the State of Mississippi has awarded a Block Grant to the City of Gautier under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the City will be responsible for ordering funds from the State of Mississippi to pay all costs incurred in the implementation of the CDBG project activities.

NOW, THEREFORE, BE IT RESOLVED by the Gautier City Council that it does hereby designate either its Mayor, Phil Torjusen or Paula S. Yancey, City Manager, to sign the request for cash forms and other related reports and documents in order to secure monies under the State of Mississippi Community Development Block Grant Program.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Jackson** to adopt the foregoing resolution and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Order approved, passed and adopted on this the 18th day of December, 2018

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

Passed and Adopted by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project-Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution

REQUEST:

The Grants & Projects Department requests City Council approval of an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier will use \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City is required to pass the above-referenced resolutions, as required by the Mississippi Development Authority's Community Development Block Grant program.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolutions; or
- 2) Not approve the proposed resolutions.

ATTACHMENTS:

1. Consent Agenda Item 6 - Authorization to approve resolutions for the Ms Development Authority Dev Block Grant
2. Alternate Signature Resolution

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

RESOLUTION NUMBER 071-2018

**RESOLUTION
ESTABLISHING A CODE OF STANDARDS
OF CONDUCT FOR OFFICERS AND EMPLOYEES
OF THE CITY OF GAUTIER, MISSISSIPPI**

WHEREAS, no employee, officer, or agent of the City will participate in the selection or award of administration of a contract supported by any City, state or federal funds if a conflict of interest, real or apparent, would be involved. A conflict of interest would arise when the employee, officer, agent, any member of his immediate family, partner, or any organization which employs or is about to employ any of them, has a financial or other interest in the firm selected for award.

WHEREAS, no employee, officer, or agent of the City will solicit or accept any gratuity, favor, or anything of monetary value from any contractor, potential contractor, or provider of any goods or services to the City.

WHEREAS, no employee, officer, or agent of the City or their spouse, child, business associate, or partner will obtain any direct or indirect interest in any contract, subcontract, or agreement with the City, or for a period of one (1) year after leaving any position with the City.

NOW, THEREFORE BE IT RESOLVED by the Gautier City Council that all the aforesaid prohibitions will specifically apply, but will not be limited in their application, to any expenditure of funds received under the Community Development Block Grant Program or any other program financed in whole or in part by any federal or state funds.

BE IT FURTHER RESOLVED that Gautier, Mississippi shall comply with the regulations set forth in 2 CFR 200.318(c)(1), Section 25-4-105 of the Mississippi Code of 1972, OMB 2 CFR Part 200, and all relevant CSD Policy and Procedures.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Jackson** to adopt the foregoing resolution and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Order approved, passed and adopted on this the 18th day of December, 2018

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

Passed and Adopted by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project-Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution

REQUEST:

The Grants & Projects Department requests City Council approval of an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier will use \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City is required to pass the above-referenced resolutions, as required by the Mississippi Development Authority's Community Development Block Grant program.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolutions; or
- 2) Not approve the proposed resolutions.

ATTACHMENTS:

1. Consent Agenda Item 6 - Authorization to approve resolutions for the Ms Development Authority Dev Block Grant
2. Code of Conduct Resolution

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

RESOLUTION NUMBER 072-2018

**RESOLUTION TO ADOPT RESIDENTIAL ANTIDISPLACEMENT
AND RELOCATION ASSISTANCE PLAN**

WHEREAS, the City of Gautier has received approval of a Community Development Block Grant (CDBG) from the Mississippi Development Authority; and

WHEREAS, the CDBG Program requires that all grant recipients adopt by resolution a Residential Antidisplacement and Relocation Assistance Plan; and

NOW THEREFORE BE IT RESOLVED, that the City of Gautier hereby adopts the attached Residential Antidisplacement and Relocation Assistance Plan.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Jackson** to adopt the foregoing resolution and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared Order approved, passed and adopted on this the 18th day of December, 2018.

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

Passed and Adopted by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE
PLAN UNDER SECTION 104 (d) OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

The City of Gautier will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City will make public and submit to the HUD Field Office the following information in writing:

1. A description of the proposed assisted activity; and
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to use other than as low/moderate income dwelling units as a direct result of the assisted activity; and
3. A time schedule for the commencement and completion of the demolition or conversion; and
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units; and
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The City will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by the demolition or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the City's goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the displacement of persons from their homes:

1. All public facilities projects (water, sewer, gas, etc.) will be designed so that there will be no displacement of any residences or businesses;
2. No homes will be demolished that can be rehabilitated.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project-Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution

REQUEST:

The Grants & Projects Department requests City Council approval of an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier will use \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City is required to pass the above-referenced resolutions, as required by the Mississippi Development Authority's Community Development Block Grant program.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolutions; or
- 2) Not approve the proposed resolutions.

ATTACHMENTS:

1. Consent Agenda Item 6 - Authorization to approve resolutions for the Ms Development Authority Dev Block Grant
2. Antidisplacement Resolution

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

RESOLUTION NUMBER 073-2018

FAIR HOUSING RESOLUTION

WHEREAS, the City of Gautier desires to give meaning to the guarantees of equal rights contained in the Constitution and laws of the State of Mississippi and the United States, and to encourage and bring about mutual self-respect and understanding among all citizens and groups in the City of Gautier; and

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to discriminate in the sale, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability; and

NOW, THEREFORE, BE IT RESOLVED the City of Gautier, Mississippi makes a firm commitment to do all within its power to eliminate prejudice, intolerance, disorder and discrimination in housing.

BE IT FURTHER RESOLVED that the following procedures will be used to accomplish the purpose of the aforementioned resolution:

1. The City of Gautier shall inform all City employees of the City's commitment to fair housing.
2. The City will post this resolution in City buildings and other public places.
3. The City of Gautier shall direct all employees to forward immediately to the Mayor or Board of Aldermen any reports they receive on housing discrimination.
4. The Mayor will be responsible for seeing to/or assisting with the filing of said complaints by filing the complaint through HUD's online complaint service, calling the toll free housing discrimination complaint number, or contacting the State's local HUD office or MDA.
5. The Fair Housing Law poster, which has the "Equal Housing Opportunity" logo, will be displayed at City Hall. (Both English and Spanish Versions)
6. The City will distribute posters, flyers, and other means which will bring to the attention to those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing. Some of the pamphlets to be made available at City Hall and other public places would include, but not be limited to: "Fair Housing-It's the Law" and "Are You a Victim of Housing Discrimination."
7. The City will declare the month of April as Fair Housing Month in recognition of the anniversary of the passage of the Fair Housing Act of 1968. (See attached proclamation)

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Jackson** to adopt the foregoing resolution and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Order approved, passed and adopted on this the 18th day of December, 2018

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

Passed and Adopted by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project-Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution

REQUEST:

The Grants & Projects Department requests City Council approval of an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier will use \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City is required to pass the above-referenced resolutions, as required by the Mississippi Development Authority's Community Development Block Grant program.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolutions; or
- 2) Not approve the proposed resolutions.

ATTACHMENTS:

1. Consent Agenda Item 6 - Authorization to approve resolutions for the Ms Development Authority Dev Block Grant
2. Fair Housing Resolution

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

RESOLUTION NUMBER 074-2018

**RESOLUTION ESTABLISHING GOALS FOR MINORITY
AND WOMEN OWNED BUSINESS PARTICIPATION IN
THE IMPLEMENTATION OF THE CDBG PROGRAM**

WHEREAS, the City of Gautier has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority; and

WHEREAS, one of the requirements of the CDBG program is that the City establish goals for Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) participation in the implementation of their CDBG projects; and

NOW, THEREFORE, BE IT RESOLVED that the City of Gautier adopts the goal of 10% participation by MBE's and 5% participation by WBE's in the implementation of its CDBG projects.

BE IT FURTHER RESOLVED that the City will solicit at least two (2) proposals or bids from MBE/WBE companies, as well as post the advertisements for said services on the State's Contract Procurement Website, in order to attempt to meet the goals as established above.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Jackson** to adopt the foregoing resolution and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Order approved, passed and adopted on this the 18th day of December, 2018

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

Passed and Adopted by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project-Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution

REQUEST:

The Grants & Projects Department requests City Council approval of an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier will use \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City is required to pass the above-referenced resolutions, as required by the Mississippi Development Authority's Community Development Block Grant program.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolutions; or
- 2) Not approve the proposed resolutions.

ATTACHMENTS:

1. Consent Agenda Item 6 - Authorization to approve resolutions for the Ms Development Authority Dev Block Grant
2. Minority and Women Owned Business Goals Resolution

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

RESOLUTION NUMBER 075-2018

PROHIBITION OF EXCESSIVE FORCE RESOLUTION

WHEREAS, the City of Gautier has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority; and

WHEREAS, paragraph (s) of the Assurances section of the grant agreement between the State of Mississippi and the City of Gautier, requires that the City comply with Public Law 101-144; and

NOW, THEREFORE, BE IT RESOLVED that the City of Gautier will prohibit the use of excessive force, by law enforcement agencies within its jurisdiction, against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman Jackson** to adopt the foregoing resolution and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Order approved, passed and adopted on this the 18th day of December, 2018

Phil Torjusen, Mayor

Attest: _____
Cynthia Russell
City Clerk

Passed and Adopted by Mayor and Members of the City Council of the City of Gautier, Mississippi, at the meeting of December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 12/11/2018
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project-Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution

REQUEST:

The Grants & Projects Department requests City Council approval of an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

BACKGROUND:

The City of Gautier will use \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project.

DISCUSSION:

The City is required to pass the above-referenced resolutions, as required by the Mississippi Development Authority's Community Development Block Grant program.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council approve an Alternate Signature Resolution, Code of Standards of Conduct Resolution, Antidisplacement Resolution/Plan, Fair Housing Resolution, Minority and Women Owned Business Goals Resolution, and Prohibition of Excessive Force Resolution, as required for the Mississippi Development Authority Community Development Block Grant for public facilities improvements.

The City Council may:

- 1) Approve the attached resolutions; or
- 2) Not approve the proposed resolutions.

ATTACHMENTS:

1. Consent Agenda Item 6 - Authorization to approve resolutions for the Ms Development Authority Dev Block Grant
2. Prohibition of Excessive Force Resolution

Councilman Colledge made the motion to approve the Engagement Contract with R. Belew, GAA for appraisal services for the Mississippi Coast Sports Pavilion, as presented, with the amount not to exceed of \$1,950.00. 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 266-2018

WHEREAS, the City previously entered into an Option to Purchase real property owned by MS Coast Sports Pavilion; and

WHEREAS, said Option to Purchase requires the City to acquire an appraisal of the relevant property; and

WHEREAS, the City obtained two quotes for appraisal services, and has determined that the quote from David Belew is the lowest and best offer; and

WHEREAS, the Mayor and Councilmembers find that procuring the services of David Belew for the referenced appraisal services 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 City hereby retains David Belew to perform appraisal services on the relevant property pursuant to the attached terms;

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 December 18, 2018.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: December 11, 2018

Subject: Approve the Engagement Contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion

Request:

The City Manager requests the approval of the engagement contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion.

Background:

The report is to provide a Market Value opinion as of its inspection date. The use of this appraisal is to assist in determining a credible value opinion for the property in its current condition in association with future purchase efforts.

Discussion:

When hiring, there will be a \$0.00 retainer fee. The total fees associated with this appraisal are \$1,950.00. The balance of the total fee must be paid on completion and delivery of the certified appraisal report.

Recommendation:

The City Manager recommends the City Council approve the engagement contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion.

The City Council may:

1. Approve the engagement contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion; or
2. Not Approve the engagement contract with R. David Belew, GAA for appraisal services for the MS Coast Sports Pavilion.

Attachments:

1. Engagement Contract for Appraisal Services
2. ArcGIS Web Map
3. Property Link-Tax Sales Info



Appraisal Associates, LLC
Real Estate Appraisers & Consultants

ENGAGEMENT CONTRACT FOR APPRAISAL SERVICES

Date: 11/21/2018

APPRAISER (S): R. David Belew, GAA, Licensed Certified General Appraiser: GA-661

CLIENT(S): Joshua W. Danos
Bordis & Danos, PLLC
1215 Government St.
Ocean Springs, MS 39564
City of Gautier

This contract sets forth the terms of your engagement of my/our services as appraiser(s) for the real property located at:

2715 Highway 90, Gautier MS 39533 / MS Coast Sports Pavilion
Parcel #'s: **82435250.050 82435250.100**

This appraisal is sought for the purpose of reaching an independent opinion of Market Value, as defined below. The report(s) is to provide a Market Value opinion as of its inspection date. The use of this appraisal is to assist in determining a credible value opinion for the subject property in its "As Is" condition in association with future purchase efforts. This value opinion is effective as of the inspection date.

This is a real property valuation only, no equipment, fixtures or furniture are included. Further, no "going concern" value is included.

In hiring us you agree to pay **\$0.00** as a retainer, which shall be applied toward and deducted from the total fee. The balance of the total fee shall be paid on completion and delivery of a certified appraisal report. Work on the appraisal(s) will not begin until a signed copy of this document and the retainer is received by Appraisal Associates, LLC.

The total fees associated with this appraisal(s) are **\$1,950.00 (Narrative Report Format)**

The certified appraisal report we (Appraisal Associates, or hereafter referred to as "AA") prepare per this agreement is intended to comply with all the requirements of the Uniform Standards of Professional Appraisal Practice's (USPAP), which govern appraisers and is enforced by the State of Mississippi. The scope of the appraisal and report format has been discussed by the appraiser and client, and were agreed upon prior to engagement based on the appraiser's understanding of the client's needs. Appraisal Associates, LLC will be responsible for all costs incurred by us in connection with the valuation process of the above stated property, unless otherwise specified and agreed to in advance by both parties. We are not responsible for costs incurred beyond those customarily associated with preparing an appraisal report.

The value opinion indicated in the completed report will be subject to the limiting conditions and certifications cited in the report, and under no circumstances shall the appraiser's liability for errors or omissions exceed the total fee for the appraisal. By signing this engagement document you are agreeing to such terms. This engagement contract does not extend to expert witness services or any related legal action or court appearance in association with this property or appraisal service.

This appraisal and report will be prepared by us (AA) as independent contractors and not as agents or employees/partners of the client. In addition, by signing this agreement we certify that we have no personal interest in the property to be appraised and that we will abide by the terms of this engagement letter. A copy of this engagement letter will be included in the addenda of the submitted appraisal report. The completed appraisal report will be emailed to the Client's email address identified above in a "PDF" file format, by or before December 11, 2018.

The client agrees to provide copies of the sales contract if applicable, survey's, site plans, warranty deeds, environmental reports, tenant rent-rolls, operating expenses and or any other pertinent information in the Client's possession within 3 days of

signing this engagement letter. Delay in delivery of these and or similar items requested by the appraiser may result in completion delays of the appraisal.

The type of value estimate required in this report is Market Value of the Fee Simple Interest. The appraiser shall use the definition of Market Value as it is provided in "The Appraisal of Real Estate", Thirteenth Edition.

Definition of Market Value:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

All documents furnished to the appraiser by the client are to be considered confidential information to the appraiser pursuant to the disclosure requirements in the confidentiality section of the ethics provision and Statement #5 of USPAP. Except as provided, neither the appraiser(s) nor the appraisal firm may divulge any operating information pertaining to the property appraisal or the analysis, opinions or conclusions developed in the appraisal report. Nor may they give a copy of the report to anyone other than the client or client's designee as specified in writing, without the client's permission. However, this condition does not apply to any request made by professional organizations for the purpose of confidential professional standards or ethics enforcement. Also, this condition does not apply to any order by a court of law or any other body with power of subpoena. The appraiser may not discuss the confidential contents of the appraisal or the results thereof with anyone without the client's prior approval.

Arrangements for a site and improvements inspection as well as obtaining all necessary property information (leases, rent rolls, income & expense statements, etc.) can be made by contacting the following:

CONTACT (S): Josh Danos 228-215-1367 jdanos@bordisdanos.com

Additional Instructions:

Assume two parcels are one site for valuation purposes. Assume there is a dedicated access easement in place. Most applicable approaches to value to be determined by Appraiser.

All fees associated with the preparation of this appraisal / consulting assignment are due on delivery of report, or cancellation of assignment. Non-payment of the outstanding balance by the client after 30 days from completion / cancellation and or delivery of the finished appraisal may result in the addition of interest, late fees, court and attorney's fees to the amount owed. Non-payment by a mutually agreed upon date may result in Appraisal Associates, LLC recording a Notice of Lien against the subject property, and or obtaining a court ordered judgment.



R. David Belew, GAA
Licensed Certified General Appraiser
Appraisal Associates, LLC
P.O. Box 4554
Biloxi, MS 39535

Date: 11/21/18

ACCEPTED AND AGREED:

Joshua Danos, Attorney for City of Gautier

Date

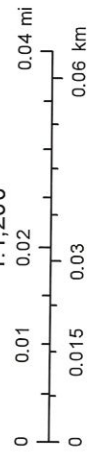
ArcGIS Web Map



November 20, 2018

- Parcels
- Major
- PrimaryRoads
- CenterLines
- City Limits

1:1,200



Jackson County GIS
1

Jackson County Mississippi


 Powered by:
Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Current Date 11/20/2018

Tax Year 2018

Records Last Updated 11/19/2018

PROPERTY DETAIL

OWNER MISSISSIPPI COAST SPORTS
PAVILION LLC
MISSISSIPPI COAST SPORTS PAVIL
GAUTIER MS 39553

ACRES : .23
LAND VALUE : 18790
IMPROVEMENTS : **NA**
TOTAL VALUE: 18790
ASSESSED : 2819

PARCEL 82435250.100
ADDRESS HWY 90

TAX INFORMATION

YEAR 2018	TAX DUE	PAID	BALANCE
COUNTY	144.81	0.00	144.81
CITY	121.22	0.00	121.22
SCHOOL	147.80	0.00	147.80
TOTAL	413.83	0.00	413.83

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR**MISCELLANEOUS INFORMATION**

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 3840
PPIN 065677
SECTION 35
TOWNSHIP 7S
RANGE 7W

LEGAL COM SEC SECT 35 N 2356.48' TO
S/M HWY 90 N 79* W 2460.55' S
10* W 250' TO POB N 79* W 200'
N 10* E 50' S 79* E 200' S 10*
W 50' TO POB DB 1604-289
(10 Map777.35-03)

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2017	LONG LAND INVESTMENTS, INC	NOT REDEEMED
2016	KALE FARMS LLC	NOT REDEEMED

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Jackson County Mississippi



Property Link

JACKSON COUNTY, MS

Current Date 11/20/2018

Tax Year 2018

Records Last Updated 11/19/2018

PROPERTY DETAIL

OWNER MISSISSIPPI COAST SPORTS
PAVILION LLC
MISSISSIPPI COAST SPORTS PAVIL
GAUTIER MS 39553

ACRES : .69
LAND VALUE : 51130
IMPROVEMENTS : 144500
TOTAL VALUE: 195630
ASSESSED : 29345

PARCEL 82435250.050
ADDRESS 2715 HWY 90

TAX INFORMATION			
YEAR 2018	TAX DUE	PAID	BALANCE
COUNTY	1507.42	0.00	1507.42
CITY	1261.84	0.00	1261.84
SCHOOL	1538.56	0.00	1538.56
TOTAL	4307.82	0.00	4307.82

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE	HOMESTEAD CODE	TAX DISTRICT	PPIN	SECTION	TOWNSHIP	RANGE	Book	Page
	None	3840	065676	35	7S	7W		

LEGAL COM SE COR SEC 35 N 2356.48' T
O
S ROW HWY 90 N 79 DEG W 2460.5
5'
ALG HWY S 10 DEG W 250' TO POB
S
10 DEG W 150' N 79 DEG W 200'
N 10 DEG E 150' S 79 DEG E 200'

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2017	MS TL LLC RAI AS CUSTODIAN	NOT REDEEMED
2016	MS TL LLC RAI AS CUSTODIAN	NOT REDEEMED

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Councilman Vaughan made the motion to adjourn until January 2, 2019 at 6:30PM.
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 January 2, 2019.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

January 2, 2019
Approval of a resolution amending language in the
Southern Linc Contract from Recessed Council
Meeting held December 18, 2018

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of a resolution amending language in the Southern Linc Contract from Recessed Council Meeting held December 18, 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:

RESOLUTION NUMBER 000-2019

WHEREAS, at the December 18, 2018 council meeting under agenda order approval, council asked that the Southern Linc Contract shipping date be changed to 3330 Highway; and

WHEREAS, after corresponding with Southern Linc, the radios are shipped to the Southern Linc office at 3700-C Government Blvd., Mobile, Al 36693 for programming prior to being delivered to the City of Gautier; and

WHEREAS, after further review, the area code for the City of Gautier was in error, and should have been 228; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Southern Linc Contract shipping address remain as originally stated in the contract.

IT IS FURTHER ORDERED that the area code for the City of Gautier be corrected as indicated.

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 January 2, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Cindy Russell, City Clerk
Date: December 27, 2018
Subject: Approval of a resolution amending language in the Southern Linc Contract from Recessed Council Meeting held December 18, 2018

REQUEST:

The City Clerk requests the City Council to approve the resolution amending the language in Southern Linc Contract from Recessed Council Meeting held December 18, 2018.

BACKGROUND:

At the December 18, 2018 Council Meeting, council requested that the contract from Consent Agenda Item #2, Approval to enter into a contract agreement with Southern Linc, be corrected to show the shipping address as 3330 Highway 90. After corresponding with Southern Linc, the radios are shipped to the Southern Linc office at 3700-C Government Blvd., Mobile, Al 36693 for programming and delivered to the City of Gautier.

DISCUSSION:

However, the area code for the City of Gautier was inadvertently put in error and should be corrected to 228. The Southern Linc contract shipping address should remain as stated in the contract with the area code updated.

RECOMMENDATION:

The City Clerk recommends approval of this request.

ATTACHMENT(S):

1) Southern Linc Email

Cindy Russell

From: Drew Bailey <dbailey.southernlinc@gmail.com>
Sent: Wednesday, December 26, 2018 1:31 PM
To: crussell@gautier-ms.gov
Subject: Re: Southern Linc LTE Agreement (City of Gautier)

The shipping address is our office. We have the radios sent here for programming. I will be delivering them to you as soon as they come in. I will make the adjustment for the area code.

On Wed, Dec 26, 2018 at 10:26 AM Cindy Russell <crussell@gautier-ms.gov> wrote:

Drew,

Could you please make the corrections as soon as possible?

Thanks

Cindy

From: Sherry Farabee [mailto:sfarabee@gautier-ms.gov]
Sent: Friday, December 14, 2018 9:21 AM
To: crussell@gautier-ms.gov
Subject: FW: Southern Linc LTE Agreement

Here is the copy with the highlighted area removed.

Sherry Farabee

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
January 2, 2019**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
