Tuesday
October 3, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 3, 2017 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 and Josh Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 3, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier 2nd Saturday Farmers Market October 14, 2017 8:00 A.M. - 12:00 P.M.**

2. **Clearwater Solutions in partnership with the City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. The deadline has been extended to October 8, 2017 at 5:00 P.M. The winning idea will receive a $500.00 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.**

3. **Mississippi Masterpieces Art and Songwriting Contest.**

4. **2017 Gautier Mullet and Music Fest Saturday, October 21, 2017 9:00 A.M. - 9:00 P.M.**

5. **Office close on November 10th in observance of Veterans Day.**

IV. Presentation Agenda

1. **Domestic Violence Awareness Month Proclamation presentation.**

2. **Down Syndrome Awareness Month Proclamation presentation.**

V. Business Agenda

1. **Authorization and Creation of the Gautier Mayor's Youth Council.**

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

2. **Approval of 2017 Gautier Mullet & Music Fest Limited Use Agreement and Sponsorship.**

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

3. **Approval of Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Roadway Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000).**

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

4. **Approval of revisions to the FY2017 Comprehensive Fee Schedule.**

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

5. **Approval of Docket of Claims.**

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

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

1. **Authorization for LPA Representation on MDOT College Park Elementary Safe Routes to School Project.**

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

3. **Resolution removing office equipment from police department inventory and declaring equipment surplus.**

4. **Resolution removing a Police Department vehicle from inventory, insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.**

5. **Approval and authorization to pay business landlord moving expenses and searching expenses totaling $2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

6. **Authorization for the 2017 Mullet & Music Fest to have a Fire Works Display.**

7. **Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**

8. **Authorization to accept a donation and authority to enter into agreement with M&M for Mississippi Masterpieces Art and Songwriting Contest.**

9. **Authorization for 2017 Gautier Mullet & Music Fest In-kind services.**

10. **Resolution of the City of Gautier requesting Jackson County Board of Supervisors authorize the use of the Gautier Convention Center on October 27, 2017.**

11. **Authorization to accept a Mississippi Gulf Coast National Heritage Area Program Grant for Shepard State Park Historic Log Cabin Welcome Center Project.**

12. **Approval of minutes from Recessed Council Meeting held September 19, 2017.**

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

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Recess until October 17, 2017 @ 6:30 P.M.
www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda order as follows:

1. Revise Business Agenda Item#4 - Approval of revisions to the FY2017 Comprehensive Fee Schedule.

2. Revise Consent Agenda Item#6 - Authorization for the 2017 Mullet & Music Fest to have a Fire Works Display.

3. Add Business Agenda Item#6 – Approval of Amendments to the Professional Services Agreement between the City of Gautier and ClearWater Solution, LLC.

Councilwoman Martin seconded the motion and the vote carried unanimously.

ANNOUNCEMENTS:

1. City of Gautier 2nd Saturday Farmers Market October 14, 2017 8:00 A.M. - 12:00 P.M.

2. Clearwater Solutions in partnership with the City of Gautier are asking for your help in developing an anti-litter slogan for the City of Gautier. The deadline has been extended to October 8, 2017 at 5:00 P.M. The winning idea will receive a $500.00 visa gift card. Submit your slogan ideas to david.lewis@clearwatersol.com.

3. Mississippi Masterpieces Art and Songwriting Contest.

4. 2017 Gautier Mullet and Music Fest Saturday, October 21, 2017 9:00 A.M. - 9:00 P.M.

5. Office close on November 10th in observance of Veterans Day.

PRESENTATION:

1. Domestic Violence Awareness Month Proclamation presentation.

2. Down Syndrome Awareness Month Proclamation presentation.

GAUTIER
MISSISSIPPI

Nature's Playground

2nd Saturday Farmers MARKET

FARMERS MARKET

FARM FRESH

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

902 DE LA POINTE DR.

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

Sometimes it is okay to talk trash!

The City of Gautier and ClearWater Solutions have teamed up to clean up and we need your help! We are looking for creative minds to help develop an anti-litter slogan for our city. There are no specific requirements and all ages are encouraged to participate. Submit your slogan ideas to david.lewis@clearwatersol.com by October 8th. The winning idea will receive a $500 VISA gift card.

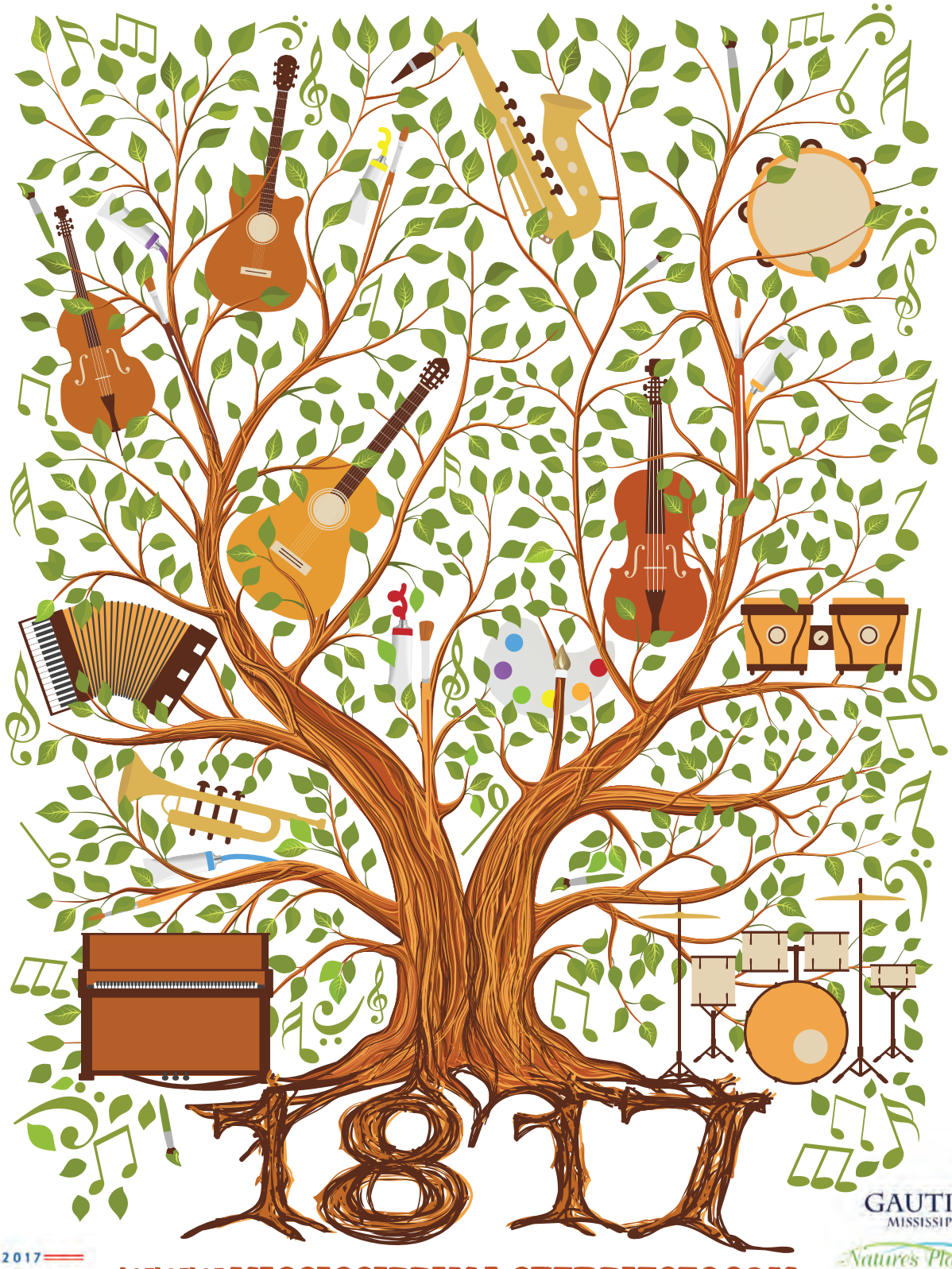
ClearWater SOLUTIONS *in partnership with* GAUTIER MISSISSIPPI Nature's Playground

The City Of Gautier Presents

MISSISSIPPI MASTERPIECES

ART AND SONGWRITING CONTEST

Exploring Our Southern Roots Through Art And Music



WWW.MISSISSIPPIMASTERPIECES.COM

This official bicentennial project was made possible by a grant from the Mississippi Humanities Council, through support from the Mississippi Development Authority.

27TH ANNUAL GAUTIER Mullet & Music Fest

FEATURING
COUNTRY MUSIC LEGEND

Ronnie McDowell

7PM - 9PM

WASTE PRO • BUDWEISER MAIN STAGE

KRISTIAN COWART
HIGHWAY SISTERS
AMANDA JONES BAND
SMOKING MULLET BAND
FEATURING MS SONGWRITERS

KEESLER COMMUNITY STAGE

RAZOO UNPLUGGED
DEUCES WILD LIVE
THE BEACHCOMERS
MIKE MOSS
TEDDY BAXTER
TOMMY CRAWFORD
DANA WOODS
ROBERT JOSEPHS
CARL EDWARDS

THANKS
TO OUR SPONSORS

WASTE PRO
BUD LIGHT
GAUTIER
JACKSON

9AM - 9PM FREE ADMISSION
DOLPHIN DRIVE NORTH GAUTIER, MS

OCT 21

CAR & TRUCK SHOW

FIREWORKS

@ 9PM BRING A BLANKET & CHAIRS

BICENTENNIAL
COSTUME CONTEST

Glo Stick DISCO PARTY
7PM - 9PM
CHILDREN 12 & UNDER

O'Reilly AUTO PARTS
GUERRILLA WRAPS
BURNHAM
KEESLER FEDERAL CREDIT UNION
AZTECAS Restaurant & Cantina
Ingalls Shipbuilding
Chevron
M&M BANK
SINGING RIVER SERVICES

Indian Point RV Resort
Fosters Heating and Air
Southern Pest Control
Town & Country Vet
Gautier Family Dental
Formal Affair
Jerry Lee's
Huck's Cove
The Peoples Bank
Coldwell Banker

FOR MORE INFORMATION CONTACT JAN 228-215-0828 GAUTIERMULLETFEST@GMAIL.COM FACEBOOK.COM/GAUTIERMULLETFEST

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

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

WHEREAS, Veterans Day annually falls on November 11, which is a Saturday this year; and

WHEREAS, the Veterans Day holiday will be observed by the Federal Government by closing offices on Friday, November 10:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby 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 10, 2017, in further observance of Veterans Day.

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

DONE at the Capitol, in the City of Jackson, this the 18th day of September, in the year of our Lord two thousand and seventeen, and in the two hundred and forty-second year of the Independence of the United States of America.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim the month of October, 2017 as:

DOMESTIC VIOLENCE AWARENESS MONTH

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

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 3rd day of October, 2017.

Signed_____
Phil Torjusen, Mayor

_____
Clerk

CITY OF GAUTIER MISSISSIPPI

GULF COAST
Down Syndrome Society

Building a Bridge to a Brighter Future
...One Family at a Time

Down Syndrome Awareness Month Proclamation

WHEREAS, approximately one in every 700 babies born in the United States each year has the genetic disorder known as Down Syndrome and about 250,000 people in the United States have Down syndrome; and

WHEREAS, parents, family members, professional and self-advocates support the mission of the National Down Syndrome Society and the local Gulf Coast Down Syndrome Society to ensure that individuals with Down Syndrome are valued, included and live fulfilling lives; and

WHEREAS, the designation of **October as Down Syndrome Awareness Month** will be celebrated by the Gulf Coast Down Syndrome Society at the annual Buddy Walk on October 21, 2017 at the Gulfport Sportsplex and

WHEREAS, we celebrate the potential, accomplishments and contributions of individuals with Down syndrome

FURTHER, we encourage all cities/counties and its residents to support the Gulf Coast Down Syndrome Society in the work they do with families, schools, healthcare professionals and governments to support families, create opportunities, raise awareness, advocacy as well as education and activities for all these very valuable members of our community.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi to be affixed on this 3rd day of October, 2017.

CITY OF GAUTIER
MISSISSIPPI

Signed: _____
Phil Torjusen, Mayor

© 2015 Clipart Panic

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

RESOLUTION NUMBER 034-2017

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI AUTHORIZING AND CREATING A GAUTIER MAYOR'S YOUTH COUNCIL TO ASSIST WITH CIVIC PROJECTS AND PROVIDE INPUT TO THE GAUTIER CITY COUNCIL PERTAINING TO YOUTH ISSUES

WHEREAS, the Mayor and Members of the Council have determined that the creation of a Gautier Mayor's Youth Council is in the best interest of the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to create a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

WHEREAS, this year's youth council will be selected and appointed after interview with the mayor and staff. The members of the first youth council are as follows: Ronald Myers, Jodi Crabtree, Annie Perkins, Caroline Smith, Eriana Peyton, Skye Hawkins, Connor Tingle, Brandon Bonds, Miranda Dunnigan, Jake Franks, Breanna Lambert, Taylor McVeay, Adriana Pitts, Madison Thompson, and Kayla Triche.

WHEREAS, next year's youth council members will be selected by the outgoing youth council after application and interview.

WHEREAS, the City Manager or City Clerk is authorized to execute any and all documents necessary.

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

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

NAYS: **None**

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Authorization and Creation of the Gautier Mayor's Youth Council.

REQUEST:
The Executive Department requests that City Council authorize and create a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

BACKGROUND:
Many cities within the state of Mississippi have created mayor's youth councils in effort to engage the youth in their area. Ocean Springs, Pascagoula, and Moss Point also have established councils. At the request of Mayor Phil Torjusen, city staff researched the process for creating youth councils, created the necessary forms, and accepted applications for the inaugural GMYC. After interviews with Mayor Torjusen and other City Hall staff, 15 students from Gautier High School and Resurrection Catholic School were chosen. The City Manager has budgeted $3,000 in FY2018 to fund this city project.

DISCUSSION:
The Gautier Mayor's Youth Council will meet twice a month, volunteer at City events and functions, advise the Gautier City Council on issues affecting local youth, organize and execute their own city-approved events geared toward youth, and more. The GMYC's mission is to help the City better engage its youth.

RECOMMENDATION:
The Executive Department requests that City Council authorize and create a Gautier Mayor's Youth Council to assist with civic projects and provide input to the Gautier City Council pertaining to youth issues.

The City Council may:
1) Authorize and create a Gautier Mayor's Youth Council as presented; or
2) Not authorize and create a Gautier Mayor's Youth Council.

ATTACHMENTS:
1. GMYC General Information

Gautier Mayor's Youth Council
General Information

Mission

The GMYC provides youth with opportunities for personal growth and leadership development by encouraging an active role in community-sponsored activities and volunteer work. GMYC members organize and participate in events that improve our city and unite all age groups.

Membership Requirements

Each member will be required to:

- Complete a team building retreat to become more familiar with other GMYC members and the mission of the Council.
- Take the oath of office pledging to support the GMYC mission and adhere to the code of conduct.
- Complete ten (10) hours of community service per semester (must be documented).
- Attend at least two (2) Gautier City Council meetings throughout the year.
- GMYC membership terms are one (1) year. Succession is not mandatory or automatic.
- To remain a member, students cannot have more than three (3) unexcused absences from monthly meetings.

Leadership Team

President: Leads the organization, presides over meetings, and helps create the agenda. Presents semi-annual reports to the Gautier City Council on GMYC service projects, leadership training, projects, etc. Chairs the Fundraising Committee.
Vice President: Serves as a second in command and fills in during the president's absence. Responsible for creating semi-annual Gautier City Council reports. Chairs the Social Committee.
Secretary: Keeps the minutes, records attendance of each GMYC meeting, and posts the minutes to the Facebook page. Chairs the Communication Committee.
Outreach Coordinator: Responsible for coordinating and finding volunteer opportunities for GMYC. Takes pictures and/or videos and documents all GMYC events. Chairs the Volunteer Committee.

GMYC Committees

Each GMYC member must serve on at least one committee.
Fundraising: Responsible for fundraising activities and events that benefit the community and the GMYC's mission and goals.
Social: Responsible for coordinating, planning, and organizing social events, including the end-of-year banquet.
Communication: Responsible for media relations, marketing, and public relations.
Volunteer: Responsible for identifying, coordinating, planning, and organizing community service events. Must identify or plan one community service project to be available to the GMYC each month.

Councilwoman Martin made a motion to approve. Councilwoman Martin withdrew her original motion.

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

ORDER NUMBER 196-2017

WHEREAS the Mayor and Members of the Council have determined that the sponsorship of the 2017 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the sponsorship in the amount of $2500.00 is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2017 Gautier Mullet & Music Fest pursuant to the attached Limited Use Agreement.

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

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

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

NAYS: **None**

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/26/2017
Subject: Approval of 2017 Gautier Mullet & Music Fest Limited Use Agreement and Sponsorship

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REQUEST:
City Staff requests City Council authorization for a sponsorship in the amount of _____ and approval of a limited use agreement for the Singing River Mall site for the 2017 Gautier Mullet & Music Fest in support of the annual festival.

BACKGROUND:
The 27th Annual Gautier Mullet and Music Fest will be held on Saturday, October 21st. The free event features arts and craft vendors, live entertainment, heritage and educational displays, a children's area, classic cars, food booths, a glow stick disco party, fireworks, and the Mullet Toss. The City of Gautier also provides in-kind support services through the Parks and Recreation Division and the Police Department for security, traffic control, set-up, and logistics.

DISCUSSION:
The City recognizes that family events provide a "special sense of place" and bring residents and a growing number of visitors to Gautier each year. The winning entry for the festival's annual poster contest will be used for the official festival t-shirt design and promotional materials.

Gautier Council entered into a lease agreement with Singing River, LLC in exchange for grass cutting and maintenance. The City of Gautier intends to utilize the leased space for community events until the property is developed. The proposed mall site would eliminate the closure of Dolphin Rd. and William Payne and will provide parking needed for the annual festival.

RECOMMENDATION:
The Recreation Department has determined that it is in the best interest of the City to provide sponsorship and approval of a limited use agreement for the Singing River Mall site for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1) Approve a sponsorship in the amount of _____ and approve a limited use agreement for the Singing River Mall site for the 2017 Gautier Mullet & Music Fest as requested;
2) Approve a limited use agreement for the Singing River Mall site for the 2017 Gautier Mullet & Music Fest only; or
3) May decline sponsorship to the festival this year.

ATTACHMENTS:

1. Sponsorship Request
2. Special Event Request
3. Certificate of Liability Insurance

Gautier Mullet & Music Fest

Saturday, October 21, 2017 — 9 a.m. to 9 p.m.

July 11, 2017

Paula Yancey
Gautier City Manager
3305 Gautier Vancleave Rd.
PO Box 670
Gautier, MS 39553

Dear Paula,

For 27 years, the annual **Gautier Mullet & Music Fest** has been a proud coastal community tradition. A **FREE** fun-filled family affair, the GMMF features some of the Gulf Coast's favorite entertainment, great food, local and regional arts and crafts, an array of children's activities and attractions, educational displays, the Classic Car & Truck Show, and of course, the traditional Mullet Toss Contest.

For our sponsors, the GMMF is a great opportunity for **extensive local and regional media coverage, advertising and exposure to the thousands of festival goers.**

Presented by Waste Pro and co-sponsored by **Mitchell Distributing & Budweiser,** the 2017 Gautier Mullet & Music Fest will feature **music artist Ronnie McDowell,** expanded coastal and festival food booths and a variety of new vendors. In connection with Mississippi's Bicentennial Celebration, a period clothing **Costume Contest** will be judged with prizes awarded.

- Continuous performances by live bands and artists will fill the **Budweiser Main Stage** with **Ronnie McDowell's** "Tribute to Elvis" - a Las Vegas level show - along with favorite bands on Saturday night.

- The **Keesler Federal Credit Union Community Stage** will host **local bands and talent** from our many school and community groups.

- The **McDonald's Children's Area** has been expanded and will offer Kid Master Express, Angela's Pony Rides, Bouncy Houses, a petting zoo and exciting new educational booths including the care and rescue of wildlife, reptiles and birds of prey. "Kids "of all ages can enjoy the return of db Rocks.

The Gautier Mullet and Music Fest promotes the City of Gautier as "Nature's Playground" through image beautification and tourism. The festival is sponsored by Gautier Pride - designated a *501(c)(3)* by the Internal Revenue Service making your contribution **100% tax deductible.** The festival is coordinated completely by volunteers with 100% of the proceeds going directly to the community to fund special city projects and improvements *without utilizing our tax dollars.*

The festival achieves its goals with the assistance of generous donations from you, our sponsors.

To maximize your media and advertising exposure, we REQUEST your verbal sponsorship commitment by <u>August 31st.</u> *A* sponsorship form is attached.

Please join us on Saturday, October 21, 2017. It is through our partnerships that we are able to carry on this proud community tradition and create a fun family fall event.

Kind Regards,

Ann Anderson

Ann Anderson
GMMF Sponsorship Coordinator
228-249-8220

2017 SPONSORSHIP FORM

We appreciate your support! Please fill out the following information to be listed as a sponsor of the GMMF.

Sponsorship form and logo must be received by August 31, 2017 to ensure recognition on all promotional materials.

Sponsorship Information:

Name as you would like it to appear for recognition purposes: _____

Company Name: City of Gautier

Billing Address: _____

Physical Address: 3305 Gautier Vancleave Rd., PO Box 670

City, State & Zip Code: Gautier, MS 39553

Contact Name: Paula Yancey, City Mgr. Contact Phone: _____

Contact E-mail: _____

Website: _____

Email LOGO in .PNG* format to gautiermulletfest@gmail.com with your company or organization's name in email subject line. Sponsorship form and logo must be received by August 31, 2017 to be included in any pre-event marketing your sponsor level may contain.

*We recommend a logo saved as a PNG (Portable Network Graphic) with a transparent background.

Sponsorship level: *(Please select one)*

☐ Presenting Sponsor ($10,000 - $5,000) ☐ Gold Sponsor ($4,999 - $1,000)

☐ Silver Sponsor ($999 - $500) ☐ Bronze Sponsor ($499 - $250) ☐ Friends of GMMF ($200)

Payment Information

☐ Check # _____ enclosed for $_____

Make Check Payable to: **Gautier Pride (with 'Mullet & Music Fest' in the memo)**

Mailing Address: **PO Box 852**
Gautier, MS 39553

Contact Info: **(228) 249-8220**
gautiermulletfest@gmail.com

The Gautier Mullet & Music Fest is sponsored by Gautier Pride which is designated as a 501 (c) 3 by the Internal Revenue Service. All sponsorships are tax deductible.

WWW.GAUTIERMULLETFEST.ORG

GAUTIER
MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:
Date of Event 10/21/2017 Day or Week Saturday Starting Time 9:00 (AM)/PM
Ending Time: 9:00 AM/(PM) Proposed Location of the Event: Dolphin Dr. Gautier, Ms
Describe the type of event to be conducted: Community Festival
Reason for Event, Demonstration or March:
Promoting Gautier

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

	(Street)	(Direction Turn)	(Street)
1.	Dolphin Drive	North	to Gautier-Vancleave Rd
2.	William Payne	East	to Roundabout
3.			
4.			
5.			

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

Applicant Information:
Organization:
Name: Gautier Mullet & Music Festival Phone: (228) 215-0828
Address: PO Box 852, Gautier Ms 39553
City State Zip
Type of Organization: Social Profit: X Non-Profit Federal ID#
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: Jan McQuillen Phone (Home): (228) 627-1275
Address: 1209 Lagrange Dr. Phone (Work); ( ) -
City: Gautier State: Ms Zip Code: 39553 -
Position with Organization: Chairman

Individual(s) Responsible for keeping order and maintenance:
Name: Phone (H): ( ) - (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: 7/12/17 Received By: Brandy Bay
Event has been:
Approved: Disapproved:
Approval/Disapproval Authority
Date:

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

Requirements of Applicant:

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

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

Applicant's Signature: Jan McQuillen Date: 7/11/17

Fax: (228) 497-1038

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Beacon Insurance Services, Inc.
1009 Howard Avenue
Biloxi, MS 39530
License #: 205172

CONTACT NAME: Karleen Morgan
PHONE (A/C, No, Ext): (228)374-0067 FAX (A/C, No): (228)374-0068
E-MAIL ADDRESS: karleen@beaconins.biz

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Strickland General Agency, Inc	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gautier Mullet & Music Festival Inc
Jan McQuillen
PO BOX 852
GAUTIER, MS 39553

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y			10/21/2017	10/21/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and Morrison Companies (Singing River Mall) are additional Insured in regard to the GL.

CERTIFICATE HOLDER
City of Gautier
3330 Hwy 90
P O BOX 670
Gautier, MS 39553-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
(KBM)

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Printed by KBM on September 26, 2017 at 10:34AM

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

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

WHEREAS, the Gautier Mullet & Music Fest wishes to promote the facilities, opportunities, possibilities and resources available within the City of Gautier, by hosting a community festival on Saturday, October 21, 2017; and

WHEREAS, the City wishes to sponsor the 2017 Gautier Mullet & Music Fest (hereinafter "the event") as an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, this sponsorship and the 2017 Gautier Mullet & Music Fest will be helpful toward advancing the moral, financial and other interests of the City; and

WHEREAS, the City will allow Gautier Mullet & Music Fest to use the Mall Site on October 1,2017 as part of the sponsorship.

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

1. This Agreement shall govern the use of the Singing River Mall Site by the Gautier Mullet & Music Fest on October 21, 2017.

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

3. The Gautier Mullet & Music Fest will be allowed to conduct the 2017 Mullet and Music Fest on the Singing River Mall Site on October 21, 2017.

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

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

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

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

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

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

10. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by Gautier Mullet & Music Fest on October 21, 2017, and that any future use will require a separate use agreement as may be appropriate.

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

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

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

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

BY:

_____

Paula Yancey, City Manager

DATE: _____

BY:

_____

Mississippi Senior Olympic Archery Association

DATE: _____

ATTEST:

_____

CYNTHIA RUSSELL
CITY CLERK

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

ORDER NUMBER 197-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000) is hereby approved.

IT IS FURTHER ORDERED that MDOT has reviewed and concurred with the contract and recommends execution by the City.

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

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

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

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Approval of Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Roadway Widening and Improvements Project (STP-9194-00(001)LPA/105069-811000).

REQUEST:
The Grants and Projects Department requests City Council approval of a Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project.

BACKGROUND:
The LPA Group, Inc. entered into a Preliminary Engineering Services Contract with the City of Gautier on May 9, 2011, to perform roadway improvements to Martin Bluff Road from Gautier-Vancleave Road to the service road just north of Interstate 10. That contract expired Dec. 31, 2016.

DISCUSSION:
This contract will allow Michael Baker to complete the required work and will allow the City to seek reimbursement from MDOT for work performed Jan. 1, 2017 to present. This contract adds no additional costs above the original contract. MDOT has reviewed and concurred with the contract and recommends execution by the City.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve the Preliminary Engineering Services Contract with Michael Baker International (formerly the LPA Group, Inc.) for the Martin Bluff Road Widening and Improvements Project.

City Council may:
1) Approve the Preliminary Engineering Services Contract with Michael Baker International as presented, or;
2) Not approve the Preliminary Engineering Services Contract with Michael Baker International as presented.

ATTACHMENTS:
1. Proposed Preliminary Engineering Services Contract
2. MDOT Concurrence Letter

ESC
Rev. 08/28/94 (Base)
Rev. 08/30/16 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

Martin Bluff Road Widening and Improvements
Project No. STP-9194-00(001)LPA/105069-811000
Jackson County

THIS CONTRACT, is made and entered into by and between the ***City of Gautier*** a body Politic of the State of Mississippi (the "LPA"), and, ***Michael Baker International (formerly the LPA Group Incorporated)*** (the "CONSULTANT"), a ***Corporation,*** duly registered to do business in the State of Mississippi, whose address for mailing is ***2113 Government Street, Suite D-3, Ocean Springs, MS 39564,*** effective Jan. 1, 2017. AH 9/20/17

WITNESSETH:

WHEREAS, the LPA proposes to perform ***Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to the service road just north of Interstate 10 (Station 10+00 – 121+68.67)in Jackson County,*** as provided for in Project No. ***STP-9194-00(001)LPA/105069-811000*** , hereinafter called the "PROJECT"; and,

WHEREAS, a Supplemental Agreement No. (1) executed on September 25, 2014 was requested to provide additional Preliminary Engineering to add a twelve foot (12') multi use path on the north side of Martin Bluff Road from Gautier-Vancleave Road to Martin Bluff Elementary and six foot (6') sidewalk on the south side of Martin Bluff Road from Martin Bluff Elementary t the west side of Homestead Boulevard; and,

WHEREAS, the originally executed CONTRACT expired on December 31st, 2016 with the Office Review and preparation of the final Plans, Specifications, and Estimate (PS&E) Assembly scope remaining; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing,

CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence Jan. 1, 2017 AH 9/20/17 and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until ***12:00 PM CDT on December 31, 2018***, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not

limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work

done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties

may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims,

and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative

agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Jackson*** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Jackson County***, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the

fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or
(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Paula Yancey
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
pyancey@gautier-ms.gov

For Technical Matters:
April Havens
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
ahavens@gautier-ms.gov

CONSULTANT:

For Contractual Matters:
Ray Balentine
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
Phone: 601-607-8712
Fax: 601-607-8701
Ray.Balentine@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #__08618_____
Surveyor #__02060_____

For Technical Matters:
Jeffrey D. May
Michael Baker International
2113 Government Street, Suite D-3
Ocean Springs, MS 39564
Phone: 228-818-2839
Fax: 228-875-5187
jmay@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. #15572_____
Surveyor #_____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

City of Gautier

_____

Paula Yancey, City Manager

WITNESS this my signature in execution hereof, this the 14th day of August, 2017.

Michael Baker International

BY: Ray Bakemine

Ray Bakemine, PE, PS

ATTEST: Martha L Nelson

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

CERTIFIED COPY OF RESOLUTION ADOPTED
AT A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF MICHAEL BAKER JR., INC.

May 11, 2015

I, H. James McKnight, hereby certify that I am duly elected and qualified Corporate Secretary of Michael Baker Jr., Inc. (the "Corporation") that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the Commonwealth of Pennsylvania at a Special Meeting of the Board of Directors of the Corporation duly called, held and convened on the 14th day of April, 2015, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, Michael Baker Jr., Inc. is desirous of entering into Engineering Agreements with the Mississippi Department of Transportation (MDOT) from time to time for the performance of certain professional engineering services; and

WHEREAS, MDOT requires a Special Resolution of the Board of Directors authorizing (1) Michael Baker Jr., Inc. to enter into aforesaid Agreements and (2) empowering a specific corporate officer to execute Agreements;

RESOLVED, the Michael Baker Jr., Inc. be, and hereby is, authorized to enter into aforesaid Agreements and that William R Balentine, Vice President of Michael Baker Jr., Inc. be, and hereby is, empowered to execute said Agreements on behalf of Michael Baker Jr., Inc. and H. James McKnight, Corporate Secretary, and/or Terri A. Vojnovich, Assistant Corporate Secretary be, and hereby are, empowered to attest to the signature of William R Balentine on behalf of Michael Baker Jr., Inc.

IN WITNESS WHEREOF, I hereby subscribe my name as Corporate Secretary and have caused the corporate seal of the Corporation to be affixed this 14th day of April, 2015.

H. James McKnight
H. James McKnight
Corporate Secretary

EXHIBIT 2

SCOPE OF WORK

MARTIN BLUFF ROAD WIDENING PROJECT

The project is located within the Gautier City limits in Jackson County, MS **from Gautier-Vancleave Road to the service road just north of Interstate 10 (Station 10+00 - 121+68.67) in Jackson County as identified in Figure 1 below**. The project is intended to provide improved traffic operations and safety on Martin Bluff Road. The improvements include the widening of Martin Bluff Road to three (3) lanes from the intersection of Gautier-Vancleave Road to a point near the entrance to the Santa Maria RV Resort, the remaining portion of Martin Bluff Road will receive an overlay with pavement improvements. Other elements of work to include realignment of the existing roadway where necessary to meet design criteria, upgrades to traffic signalization at the Gautier-Vancleave Road intersection, drainage improvements related to the new roadway, utility relocation, replacement of the existing bridge located near Homestead Boulevard, and the identification of right-of-way that will be required for the project.

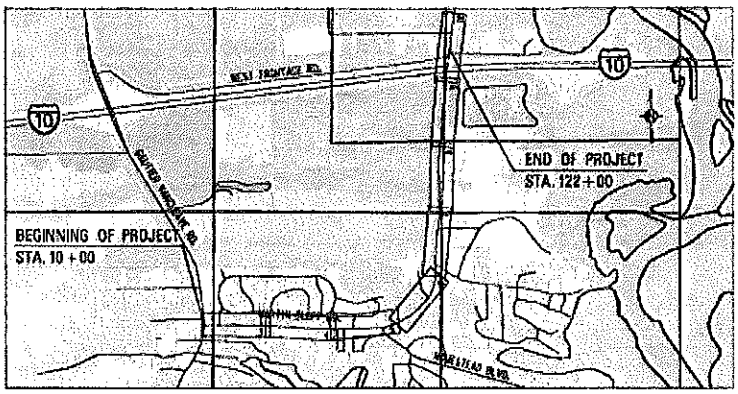

Figure 1 – Project Vicinity Map

A monthly status report is required. This report is to be submitted between the 18th and 25th of each month to the LPA Project Director. This monthly report is to be submitted by the CONSULTANT, and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also the target dates for the future milestones should be included.

All elements of the construction documents will be prepared in accordance with the Mississippi Department of Transportation's, "Project Development Manual for Local Public Agencies" (PDM) dated January 11, 2011. On matters of discrepancy between the PDM and this Contract, the PDM will govern.

This projects was previously started under the original contract dated May 9, 2011. The project was advance completely though the original contract's Phase 1 scope. The remaining work to be performed from the original contract is described in the specific work requirements on the following pages.

1. SPECIFIC WORK REQUIREMENTS FOR PHASE 2: OFFICE REVIEW:

PHASE 2 shall consist of all services required for the production of final contract plans. The CONSULTANT shall not begin work on PHASE 2 until a written NOTICE TO PROCEED for PHASE 2 has been issued.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - OFFICE REVIEW PLANS

For the office review plans, the CONSULTANT shall submit ten (10) sets of plans and quantity calculations in 8.5"x11" format for review by the LPA and the MDOT District LPA Coordinator. A final office review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date for scheduling and completing the office review. In the office review, the LPA and MDOT shall review and mark the plans with all required revisions.

After the office review is conducted, the CONSULTANT shall provide the LPA and MDOT with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Part 2 - FINAL CONTRACT PLANS (PS&E ASSEMBLY)

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; complete form grades for interchange ramps, loops, and channelized intersections (in accordance with current Design Manual, at 25 feet intervals); permanent directional signing sheets that include layouts, details (signs and overhead assemblies), and estimated quantities; detailed pavement marking sheets; Right-of-Way Coordinate Sheet(s), final cross-sections; and all notes and data used to develop the plans.

2. BIDDING

The CONSULTANT will assist the LPA with preparation of the Advertisement for Bids for the project, and will assist with construction document distribution to potential contractors for bidding. The CONSUTLANT will hold a Pre-Bid Meeting for potential bidders to explain the requirements of the project. The CONSULTANT will also attend the Bid Opening and assist the LPA with the tabulation of bids and provide the necessary documentation to the Mississippi Department of Transportation for concurrence of award.

3. RIGHT OF WAY STRUCTURE DEMOLITION

The CONSULTANT has been requested to provide additional services related to the PROJECT which included developing plans and specifications for the demolition of all structures within the purchased right of way along Martin Bluff Road. For those properties identified as containing asbestos building materials, a

Mississippi Certified Asbestos Project Designer will develop specifications for the abatement of identified asbestos containing materials. The CONSULTANT will also assist the City of Gautier in obtaining competitive bids in accordance with the state bid laws of Mississippi and provide construction administration services during the project. The construction administration services will consist of the following.

1. The CONSULTANT will attend and administer a preconstruction conference.
2. The CONSULTANT will visit the project site and observe the progress of the project. A maximum of three (3) visits per week will be performed.
3. The CONSULTANT will review and approve payment applications from the contractor, as necessary based on the progress observed during site visits.
4. The CONSULTANT will provide a certified asbestos air monitoring device and supervisor to be present during all asbestos abatement activities. The quantities of asbestos materials removed and a summary of the air monitoring activities performed will be documented daily.
5. The CONSULTANT will perform a final inspection of the project site to confirm all project requirements have been completed.
6. The CONSULTANT will assist the City with the final project closeout and recommend final payment to the contractor as necessary.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's or LPA's request, all charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of the CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be ***$ 4,121.71***, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed ***$ 49,387.33*** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	$34,465.62	$10,800.00	$4,121.71	0.00	$49,387.33

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	$	$	$
* PAYROLL ADDITIVE (less FCCM)	$	$	$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	$	$	$
PAYROLL ADDITIVE w/ FCCM only	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$
AMOUNT DUE THIS INVOICE:	$	$	$

NOTE:
1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 000000-000000LPA

County _____

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on

the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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; and

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 14th day of August, 20 17.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 7423 MARTHA F. NELSON Commission Expires March 21, 2018 HINDS COUNTY

Michael Baker International

BY: Ray Balentine

Ray Balentine, PE, PS

ATTEST: Martha F. Nelson

My Commission Expires:

Martha F. Nelson

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20____.

City of Gautier

_____

Paula Yancey, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

75263
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Ray B [signature] — August 14, 2017
Authorized Officer or Agent — Date

RAY BALENTINE — Vice President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 14th day of August, 2017.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 7423 MARTHA F. NELSON Commission Expires March 21, 2018 HINDS COUNTY

Martha F. Nelson
NOTARY PUBLIC
My Commission Expires: March 21, 2018

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

Martin Bluff Road Improvements
Jackson County
Project Number STP-9194-00(001)LPA / 105069-811000
Michael Baker International
8/8/2017

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation									
Meetings	98		$3,978.16	$5,626.71	$33.02	**$9,637.89**	$3,650.00	$1,152.58	$14,440.47
ROW Structure Demolition	118		$8,686.66	$12,286.41	$72.10	**$21,045.17**	$7,150.00	$2,516.77	$30,711.94
Geotechnical									
Roadway									
Bridge									
Hydraulics									
Survey									
PS&E/Advertisement	47		$1,561.30	$2,208.30	$12.96	**$3,782.56**		$452.35	$4,234.91
Total	263		**$14,226.12**	**$20,121.42**	**$118.08**	**$34,465.62**	**$10,800.00**	**$4,121.71**	**$49,387.33**

Grand Total	$49,387.33

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Meetings Sheet

Martin Bluff Road Improvements
Jackson County
Project Number STP-9194-00(001)LPA / 105069-811000
Michael Baker International
8/8/2017

MDOT Process Item Description	No. Sheets	Senior Engineer	Engineer	Engineer Intern	Designer	Technician	Admin	Labor Classification	Labor Classification	Total Hours
		Estimated Hours								
Field Review										
Print and Distribute Plans										
Conduct Plan in Hand review										
Prepare Field Review Report										
Office Review										
Print Plans and Specifications					24.0	24.0	4.0			52.0
Compile Design Notebook			8.0	4.0						12.0
Prepare ROW/Util Status Report				4.0						4.0
Conduct Plan Review		4.0	4.0							8.0
Prepare Office Review Report		2.0					4.0			6.0
PS&E Assembly										
MDOT Coordination		8.0								8.0
Quality Control		8.0								8.0
Total Hours		22.0	12.0	8.0	24.0	24.0	8.0			98.0
Raw Labor Rates		$69.44	$42.30	$29.82	$36.39	$27.29	$22.00	$0.00	$0.00	
Labor Cost		1527.7	507.6	238.6	873.4	655.0	176.0			$3,978.16
						Overhead	%	141.44%		$5,626.71
						Fixed Fee	%	12.00%		$1,152.58
						FCCM Overhead	%	0.83%		$33.02

Direct Costs:	Qty.	Unit Price[1]	
Mileage			
Meals			
Lodging			
Postage	1.0	$50.00	$50.00
Supplies			
Reproductions	3600.0	$1.00	$3,600.00
Other			

[1] See State Travel Handbook

Total Direct Costs:	$3,650.00
Prime Total	$14,440.47
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	$14,440.47

PS&E / Advertisement

Martin Bluff Road Improvements
Jackson County
Project Number STP-9194-00(001)LPA / 105069-811000
Michael Baker International
8/8/2017

MDOT Process Item Description	No. Sheets	Estimated Hours: Senior Engineer	Engineer	Engineer Intern	Designer	Technician	Admin	Labor Classification	Labor Classification	Total Hours
PS&E Assembly										
Right of Way Certification				1.0						1.0
Utility Certification				1.0						1.0
Encroachment Certification				1.0						1.0
Hazardous Waste Certification				1.0						1.0
Asbestos Abatement Certification				1.0						1.0
Compose Letters				2.0						2.0
Complile Forms							4.0			4.0
Print Plans				4.0		4.0	4.0			12.0
Assemble Specifications										
Material Checklist			2.0							2.0
MDOT Coordination		4.0								4.0
Advertisement										
Print Plans and Specifications							4.0			4.0
Prepare Advertisement							4.0			4.0
Bidder Coordination							4.0			4.0
Receive & Evaluate Bids		2.0								2.0
Assemble Bids and Submit		2.0					2.0			4.0
Quality Control										
Total Hours		8.0	2.0	11.0		4.0	22.0			47.0
Raw Labor Rates		$69.44	$42.30	$29.82	$36.39	$27.29	$22.00	$0.00	$0.00	
Labor Cost		555.5	84.6	328.0		109.2	484.0			$1,561.30

Overhead	%	141.44%	$2,208.30
Fixed Fee	%	12.00%	$452.35
FCCM Overhead	%	0.83%	$12.96

Direct Costs:	Qty.	Unit Price[1]
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

[1] See State Travel Handbook

Total Direct Costs:

Prime Total		$4,234.91
Subconsultant A		
Subconsultant B		
Subconsultant Total		
Project Total		$4,234.91

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, MS 39574
September 14, 2017

Ms. Paula Yancey
Interim City Manager
3330 Highway 90
Gautier, MS 39553

Re: Preliminary Engineering Contract Concurrence
STP-9194-00 (001) LPA 105069/811000/Jackson County
Martin Bluff Road Widening Project

Dear Ms. Yancey:

Attached are the reviewed updated Preliminary Engineering Services Contracts for the above referenced federal aid project as reviewed by the MDOT. The Consultant Services Unit, CSU, recommends that you execute the contracts at your discretion. (see attached memo) Please retain one (1) original for your file and remit one (1) original to the consultant. Additionally, please send two copies of the executed contract and Notice to Proceed, NTP, by mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499B Highway 49
Saucier, MS 39574-9740

My office will distribute the copies to CSU as needed.
Should you need additional information, contact my office at 228-832-0682.

Sincerely,

Adelio Flores
for

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments

DHS/aj

Transportation: The Driving Force of a Strong Economy

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: **David Seyfarth, PE**

FROM: **Scot Ehrgott**

DATE: **09/11/17**

SUBJECT: **Preliminary Engineering Contract Review**
STP-9194-00(001)LPA/ 105069-811000
City of Gautier – Martin Bluff Road Widening Project
Jackson County

David,

The Consultant Services Unit (CSU) has reviewed the following attached Contract for Preliminary Engineering Services between the City of Gautier and Michael Baker International (formerly the LPA Group Incorporated) for the above referenced project in the amount of $49,387.33. The funds for this project were approved by FHWA on 01/26/2017 and therefore the CSU recommends that the LPA may execute the Contracts at their discretion. Please remind the LPA to retain one (1) original for their file and remit the other original to the Consultant. In addition, the LPA will need to send one (1) copy of the fully executed contract and Notice to Proceed (NTP) to the MDOT District LPA Coordinator, and Consultant Services Unit (Attention: Scot Ehrgott)

Once we receive a copy of the fully executed Contract, Notice to proceed, and LPA's "Exhibit 1", the MDOT CSU will forward their standard LPA-CSU-001 (an invoice recap sheet for LPA's) to the Consultant to attach to any invoices associated with this project for requesting any reimbursements of federal funds. Further instructions are detailed in the LPA Consultant Operating Procedures for Professional Services.

Please also advise the LPA that any future addendums or supplemental agreements must be forwarded to the MDOT for concurrence before they are executed.

Regards,

Scot Ehrgott, P.E.
MDOT Director of Consulting Services
SE/sh

cc: 77-01 LPA Division {Baker/P.Morgan}

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

RESOLUTION NUMBER 035-2017

RESOLUTION AMENDING THE FY2017 COMPREHENSIVE FEE SCHEDULE FOR THE CITY OF GAUTIER

WHEREAS, the City has received a rate study performed by Waggoner Engineering, Inc. relating to municipal water and sewer rates.

WHEREAS, the City has determined that the following rate structure is in the best interest of the City.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier Comprehensive Fee Schedule shall be amended.

IT IS FURTHER RESOLVED, the rate for residential water operation and maintenance shall be set at $24.75 for the first three thousand (3000) gallons used, and that the rate for each additional one thousand (1000) gallons used thereafter shall be set at $8.25.

IT IS FURTHER RESOLVED, the rate for commercial water operation and maintenance shall be established at $25.50 for the first three thousand (3000) gallons used, and that the rate for each additional one thousand (1000) gallons used thereafter shall be set at $8.50.

IT IS FURTHER RESOLVED, the rate for the residential sewer operation and maintenance shall be set at $12.30 for the first three thousand (3000) gallons used, and that the rate for each additional thousand (1000) gallons used thereafter shall be set at $4.10.

IT IS FURTHER RESOLVED, the rate for the commercial sewer operation and maintenance shall be set at $18.75 for the first three thousand (3000) gallons used, and that the rate for each additional thousand (1000) gallons used thereafter shall be set at $6.25.

IT IS FURTHER RESOLVED, the rate for JCUA wastewater treatment will increase from $4.90 per thousand (1000) gallons to $5.15 per thousand (1000) gallons for both residential and commercial customers.

IT IS FURTHER RESOLVED, the monthly demand fee for commercial accounts will be eliminated and a capacity charge will be applied to commercial customers using 10,000 gallons or more per monthly usage. This fees shall be set as follows:

- 0 to 9,999 gallons monthly $0
- 10,000 to 19,999 gallons monthly $50.00
- 20,000 to 49,999 gallons monthly $150.00
- 50,000 to 99,999 gallons monthly $350.00
- 100,000 to 199,999 gallons monthly $750.00
- 200,000 to 249,999 gallons monthly $1,000.00
- Greater than 250,000 gallons monthly $1,500.00

IT IS FURTHER RESOLVED, the above rate changes shall become effective on October 3, 2017.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Cynthia Russell, City Clerk

Date: September 27, 2017

Subject: Revisions to FY 2017 Comprehensive Fee Schedule

REQUEST:
City Council authorization is requested for the revisions to the Public Works/Utilities Fee Schedule. Changes reflect the following:

- Eliminate current water demand fees.
- Establish a capacity charge applied to commercial customers using 10,000 gallons or more per month as follows:
  - 10,000 to 19,999 gallons monthly $50.00
  - 20,000 to 49,999 gallons monthly $150.00
  - 50,000 to 99,999 gallons monthly $350.00
  - 100,000 to 199,999 gallons monthly $750.00
  - 200,000 to 249,999 gallons monthly $1,000.00
  - Greater than 250,000 gallons monthly $1,500.00
- Decrease residential water rate from $8.50 per gallon to $8.25 per gallon.
- Establish commercial water rate of $8.50 per gallon.
- Establish commercial sewer rate of $6.25 per gallon.
- Increase JCUA wastewater residential from $4.90 per gallon to $5.15 per gallon.
- Increase JCUA wastewater commercial from $4.90 per gallon to $5.15 per gallon.

BACKGROUND:
This capacity charge will only affect commercial accounts using 10,000 gallons or more monthly. The residential water and sewer rates remain at the current rate.

RECOMMENDATION:
The City Manager recommends approval of the FY2017 Comprehensive Fee Schedule.

The City Council may:

1. Approve the FY2017 Comprehensive Fee Schedule as presented; or
2. Approve the FY2017 Comprehensive Fee Schedule with changes, or
3. Not Approve the FY2017 Comprehensive Fee Schedule.

ATTACHMENT(S):
Residential and Commercial Rate Overview
Capacity Charge

Residential and Commercial Rate Overview

* Establish water capacity charge for commercial users

	Current	Proposed
Residential Water Rate	$8.50/ 1,000 gal	$8.25/ 1,000 gal
Commercial Water Rate	$8.50/ 1,000 gal	$8.50/ 1,000 gal
Residential Sewer Rate	$4.10/ 1,000 gal	$4.10/ 1,000 gal
Commercial Sewer Rate	$4.10/ 1,000 gal	$6.25/ 1,000 gal
JCUA Rate	$4.90/ 1,000 gal	$5.15/ 1,000 gal
Charge Capacity - $50.00 to $ 1,500/ month depending on usage		
Combined Residential Rate	$17.50/ 1,000 gal	$17.50/ 1,000 gal
Combined Commercial Rate	$17.50/ 1,000 gal	$19.90/ 1,000 gal

Capacity Charge

	Capacity Charge	
Usage	Capacity Charge	Estimated Customers Impacted
0 to 9,999 gal/ mo	$0.00	341
10,000 to 19,999 gal/ mo	$50.00	54
20,000 to 49,999 gal/ mo	$150.00	40
50,000 to 99,999 gal/ mo	$350.00	21
100,000 to 199,999 gal/ mo	$750.00	15
200,000 to 249,999 gal/ mo	$1,000.00	8
Greater than 250,000 gal/ mo	$1,500.00	10

City of Gautier
Comprehensive Fee Schedule

GAUTIER
MISSISSIPPI

Nature's Playground

Revised April 4, 2017

CITY OF GAUTIER

COMPREHENSIVE FEE SCHEDULE

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ECONOMIC DEVELOPMENT

BUILDING/PLANNING

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	BUILDING, MECHANICAL, ELECTRICAL, & PLUMBING CONSTRUCTION PERMITS			
	Construction Valuation $0 - 100,000	Each	$25 for 1st $1,000 + $5 each add'l $1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Data (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation $100,001 - $500,000	Each	$520 for $100,000 + $4 each add'l $1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation $500,001 - up	Each	$2120 for $500,000 + $3 each add'l $1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
II.	SITE PREPARATION - PERMITS			
	Demolition - Commercial Structure			Includes demolition of commercial building and accessory structures only.
	0 - 5,000 square feet	Each	$250.00	
	5,001 - up square feet	Each	$250.00 for 5,000 sf + $50 each add'l 5,000 sf	
	Demolition - Commercial Site			Include demolition of site work improvements including pavement, utilities, septic tanks, wells, flag poles, retaining walls, bulk heads, etc.
	0 - 5 Acres	Each	$250.00	
	5.01 - Up Acres	Each	$250.00 for 5 ac + $50 each add'l 5 ac	
	Site Clearing/Demolition/Land Disturbance			
	0 - 0.9 Acres	Each	$25.00	Required for land disturbance activities (mowing/bush hogging-only does not require a permit). Removal of protected trees requires a separate permit.
	1 - 4.9 Acres	Each	$50.00	
	5 - Up Acres	Each	$100.00	
	Protected Tree Removal	Each	$50.00	Live Oaks/Magnolia an any other significant trees are considered protected trees.
III.	MOBILE HOME/HOUSE MOVING PERMITS			
	New Placement or Moving Unit out of City	Each	$150 + $250 Refundable Deposit	Mobile Home/Trailer Moving Companies proof shall be provided. Deposit will be refunded once the city has verified that no damage was incurred to the city right of ways, vacated lot is cleaned up (as applicable), and new placement is complete. (As required by Police Chief)
	Mechanical, Electrical, Plumbing Permits		See Section I. for permits fees based on new construction valuation	
IV.	MISCELLANEOUS PERMITS/FEES			
	Commercial Signs	Each	$25.00	Per Sign including, New Placement, Copy Change, or Repair (Free Standing, Wall, Canopy, Roof)
	Temporary Banners (Within Right-of-Way)	Each	$0.00	Banners must meet the minimum Criteria of the City of Gautier's policy for Banners Within Public Rights-of-Way
	Temporary Banner (Private Commercial Property)	Each	$20.00	Per Time Period Allowed by UDO. Fee will include any combination of banners/signage up to the square footage allowed.
	Power Service Authorization/Inspection	Each	$25.00	
	New Business	Each	$100.00	

*Projects funded/administered by the City of Gautier and/or the Pascagoula-Gautier School District are not subject to permitting fees.

*Projects funded/admininstered by the Pascagoula-Gautier School District are however, subject to applicable Review/Approval Process Fees.

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Rummage Sale	Each	$0.00	Commercial Only. No permit required for residentail property.
	Temporary Use	Each	$25.00	Christmas Tree Sales Lot, Contractor's Temporary Office/Storage Sheds (per building/structure), Portable Storage Container, Realestate Sales Office, Farm Produce/Non-Perishable Goods Sales, Special Events (Private Commercial Property). Special Events on public property will be approved by the City Clerk's Office.
	Swimming Pools	Each	See Section I. for permits fees based on new construction valuation	
	Off-Site Improvements	Each		Bond required for all off-site improvements over $10,000 valuation.
	Subdivision Infrastructure	Each		
	Re-inspection Fee	Each	$25.00	
	Work W/O Permit	Each	Up to 5x Normal Permit Fees	Building and Zoning Administrator will determine the fee based on the latest edition of the International Code Council
	City Construction Project		Permit is required, but no fee will be charged	
V.	CONTRACTOR LICENSE			
	General		no charge	Must have License issued by the State of Ms.
	Remodelers		$100 for Gautier License or No Charge if Licensed through State of Ms.	
	Electrical		$50 for Gautier License or No Charge if Licensed through State of Ms.	
	Mechanical			
	Plumbing			
VI.	REVIEW/APPROVAL PROCESS FEE			
	Plan Review			
	Commercial Plan Review	Each	1/2 Permit Fee or Cost of 3rd Party Review (whichever is higher)	
	Subdivision Infrastructure Plan Review	Each		
	Residential - New House	Each	$50.00	Includes any new house or addition/accessory structure over 750 sf
	Residential - Misc. Plan Review	Each	$25.00	Includes sheds, decks, additions/accessory structures (under 750 sf), renovations, ramps, driveways, bulkheads, retaining walls, flag poles, boathouses, piers, etc.
	Major Development Order	Each	$100.00	For all Commercial Developments over 2.25 acres (unless exempt by UDO). Or developments requesting Tier 3 approval. Required Planning Commission and City Council Review.
	Landfill Site Operating Permit			
	new, expanding and modifications	Each	$150.00	
	annual renewal only	annually	$50.00	with no changes in operations
	Appeal Staff Decision to Planning Commission	Each	$100.00	
	Appeal Planning Commission Decision to Council	Each	$100.00	
	Right-of-Way Vacation	Each	$250.00	
	Conditional Use (Major/Minor)	Each	$250.00	
	Technical Review Committee (TRC) Review Meeting	Each	$50.00	TRC Fee is not charged if it is a part of another review process listed in this section.
	Technical Review Committee (TRC) Review without Meeting	Each	$0.00	Review materials will be e-mailed to TRC members in lieu of having an official meeting if the applicant waives their right to attend a meeting.
	Variance - Greater than 30%	Each	$175.00	
	Variance - Administrative	Each	$100.00	
	Zoning Change	Each	$300.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Text Amendment	Each	$250.00	
	Home Occupation	Each	$125.00	
	Lot Split/Rearrangement (Minor)	Each	$50.00	under 2.25 acres
	Lot Split/Rearrangement (Major)	Each	$100.00	over 2.25 acres and/or 2 lots
	Subdivision of Land Process - Preliminary/Final	Each	$100.00 + $6 per lot	
	Other Public Hearing Requests	Each	$100.00	

CULTURAL SERVICES

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	GENERAL PARK AND RECREATION (RENTAL FEES)			
	GEORGE MARTIN PARK			
	Whole Park Rental	Day	$500.00 + $250 refundable Deposit	
	pavilion -(8am to 12pm)	Day	$35.00 + $15 refundable deposit	
	pavilion -(12pm to 4pm)	Day	$35.00 + $15 refundable deposit	
	pavilion -(4pm to dusk)	Day	$35.00 + $15 refundable deposit	
	pavilion -(all day)		$100.00 + $30 refundable deposit	
	Senior Center Building			
	resident	Day	$100.00 + $100 refundable Deposit	
	non resident	Day	$100.00 + $100 refundable Deposit	
	BUDDY DAVIS PARK / BACOT PARK			
	Whole Park Rental	Day	$500.00 + $350 refundable Deposit	
	Field Rental (8am to 1pm)	Each	$50.00 + $50 refundable Deposit	Any one field
	Field Rental (1pm to 5pm)	Each	$50.00 + $50 refundable Deposit	Any one field
	Field Rental (5pm to 10pm)	Each	$75.00 + $100 refundable Deposit	Any one field
	Field Rental (All Day)	Each	$150.00 + $100 refundable Deposit	Any one field
	Field Light Charge when left on	Each Day	$100.00	Any Field/Any Park
	SHEPARD STATE PARK			
	Camping (RV sites)			
	nightly	Day	$18.00	
	nightly (65 or older/ or disable)	Day	$13.00	
	monthly	Monthly	$360.00	
	camping (primitive)	Per Tent/Day	$13.00	
	Group/Scout Group (primitive)	per person/Day	$2.00	
	Yearly pass	Yearly	$42.00	Includes Daily Car Pass activities and archery lane use. Does not include facility rentals or camping.
	Daily Car Pass (Up to 6 People)	per car	$4.00	$.50 per person over 6. (Provides access to disc golf, dog park, playground, bike trails/ walking trails.~~, etc.)xx~~
	Daily Walk In Pass /Bus/Bike	per person/Day	$0.50	
	Boat Launch	per boat/Day	$7.00	Campers Exempt from Boat Launch Fee

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Archery Lane Use	per hour/ person	$5.50	Must leave valid driver's license with park attendant until fee is paid upon leaving park.
	Park Pavilions	per day	$35.00	
	Multi-purpose Field	per hour	$6.00	
	Multi-purpose Field w/lights	per hour	$12.00	
	SPECIAL EVENTS FEES			
	Bleacher Rental/ Setup			
	resident	Each	$75.00 + $75 refundable Deposit	No charge if bleachers are being used in conjunction with a field rental and the bleachers do not need to be moved. Must leave copy of valid driver's license with City Hall until fee is paid.
	non resident	Each	$95.00 + $95 refundable Deposit	
	Chair Rental			
	resident	Each	$1.00	Refundable Deposit $10 for each set of 20 chairs ($10 minimum). Must leave copy of valid driver's license with City Hall until fee is paid.
	non resident	Each	$2.00	
	Table 6FT./8FT Rentals			
	resident	Each	$5.00	Refundable Deposit $20 for each set of 20 Tables ($20 minimum). Must leave copy of valid driver's license with City Hall until fee is paid.
	non resident	Each	$7.50	
	Barricades Delivery			
	resident	Each	$10.00	Refundable Deposit $50 for each set of 20 Barricades ($50 minimum)
	non resident	Each	$15.00	
	CITY PROGRAM REGISTRATION FEES			
	Youth Football			
	Flag Football		$70.00	
	Tackle Football		$90.00	
	Youth Cheerleading		$90.00	
	Youth Basketball		$60.00	

CITY CLERK

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	ADMINISTRATION FEES			
	Photocopies	page	$0.30	
	NSF Check Fee	Each	$40.00	
	Candidate Filing Fee	Each	$10.00	
	Audio/Video Tape Copies	Each	$25.00 + hourly rate	
II.	PRIVILEGE LICENSE			
	1 – 3 employees		$20.00	
	4 – 10 employees		$30.00	
	11 and above		$30.00	the 1st ten employees and $3 for each additional employee. The cost of the license will be determined by the number of full time employees.(30 hrs. a week or more)
III.	TRANSIENT VENDORS			
	Privilege License	Each	$250.00	(should be renewed after 90 days for $25.00)
	Privilege License Reprint	Each	$15.00	
	Badge of Identifying Certificate	Each	$15.00	
IV.	SUBPOENAS – personal appearance	Each	$150.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
V.	MUNICIPAL COURT FINES			
	IMPLIED CONSENT			
	DUI 1st offense		$1,095.00	
	DUI 2nd offense		$1,275.00	
	DUI 3rd offense		FELONY	
	DUI Drugs		$1,095.00	
	ZERO TOLERANCE FOR MINORS			
	DUI 1st offense		$575.00	
	DUI 2nd offense		$825.00	
	TRAFFIC			
	following to close		$172.00	
	handicap parking violation		$250.00	
	improper parking		$172.00	
	improper lane use		$172.00	
	improper turn or failure to sign		$172.00	
	improper passing		$172.00	
	driving on wrong side of road		$172.00	
	obstructing public street (obstruction of city street)		$172.00	
	failure to chg. lanes-stopped emergency vehicle		$343.00	
	pass stopped school bus		$343.00	
	failure to yield blue lights/siren		$343.00	
	failure to obey police/traffic		$343.00	
	failure to yield- right of way		$172.00	
	failure to yield emergency vehicle		$343.00	
	failure to dim headlights		$172.00	
	ran red light		$172.00	
	ran stop sign		$172.00	
	careless driving		$212.00	
	reckless driving		$252.00	
	drag racing		$252.00	
	no motorcycle endorsement		$242.00	
	parking in fire lane		$242.00	
	no seatbelt in use		$75.00	
	child restraint violation		$168.00	
	SPEEDING			
	speeding in school zone		$247.00	
	over (1-9 miles)		$176.00	
	over (10 miles)		$186.00	
	over (11 miles)		$187.00	
	over (12 miles)		$188.00	
	over (13 miles)		$189.00	
	over (14 miles)		$190.00	
	over (15 miles)		$191.00	
	over (16 miles)		$198.00	
	over (17 miles)		$200.00	
	over (18 miles)		$202.00	
	over (19 miles)		$204.00	
	over (20 miles)		$216.00	
	over (23 miles)		$228.00	
	over (24 miles)		$231.00	
	over (25 miles)		$234.00	
	over (26 miles)		$239.00	
	over (27 miles)		$244.00	
	over (28 miles)		$249.00	
	over (29 miles)		$254.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	over (30 miles)		$269.00	
	over (31 miles)		$272.00	
	No Motor Vehicle Liability Insurance		$643.00	
	Running Railroad Crossing Arms		$363.00	
	Allow Unauthorized unlicensed person to drive		$172.00	
	No Driver's License		$342.00	
	Expired Driver's License		$343.00	
	Suspended Driver's License-Alcohol involved		$568.00	
	Suspended Driver's License		$343.00	
	Leaving Scene Of An Accident		$342.00	
	Leaving Scene w/Injuries		$542.00	
	Improper Equipment		$172.00	
	Failure To Wear Crash Helmet		$172.00	
	Improper Load		$172.00	
	Expired Tag		$274.00	
	Improper Tag		$274.00	
	No Tag		$274.00	
	Switched Tag		$274.00	
	Improper Display of Tag		$274.00	
	TINTED WINDOWS			
	1st offense		$205.00	
	2nd offense		$242.00	
	3rd offense		$342.00	
	ASSAULT AND WEAPONS			
	child neglect		$553.00	
	domestic violence - 1st		$553.00	
	domestic violence - 2nd		$954.00	
	knowingly violate a protective		$538.00	
	assault & battery		$553.00	
	assault by threat		$553.00	
	assault with weapon		$704.00	
	assault on a minor		$553.00	
	carry concealed weapon		$405.00	
	discharge weapon		$505.00	
	exhibit weapon		$505.00	
	THEFT AND FALSE PRETENSE			
	solicit without permit		$254.00	
	use credit card w/intent defraud		$504.00	
	embezzlement		$505.00	
	embezzlement ($500.00 & over)		FELONY	
	false pretense		$553.00	
	false reporting of a crime		$553.00	
	home repair fraud		$804.00	
	gambling		$305.00	
	operate gambling house		$490.00	
	trespass less than larceny		$505.00	
	petit larceny		$505.00	
	defrauding an innkeeper		$553.00	
	theft of utilities		$505.00	
	meter tampering		$505.00	
	machine, coin oper/breaking in		$505.00	
	giving away MDSE by employee		$505.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	harassing, profane, telephone		$490.00	
	bad check		$553.00	
	uttering forgery		$604.00	
	forgery		FELONY	
	receive stolen property (MISD)		$505.00	
	receive stolen property (MISD)		FELONY	
	SHOPLIFTING			
	1st offense		$553.00	
	2nd offense		$953.00	
	3rd offense		FELONY	
	shoplifting, encourage or aid person under 18		$553.00	
	ARREST AND POLICE OFFICER			
	false identifying information		$304.00	
	simple assault on officer		$653.00	
	resisting arrest		$653.00	
	fleeing arrest		$653.00	
	impersonate a police officer		$653.00	
	interfere with duties of a police officer		$304.00	
	ALCOHOLIC BEVERAGES			
	sell or give alcohol to minor		$605.00	
	sell beer without license		$605.00	
	unlawful to consume alcohol in public place		$230.75	
	purchase or posses alcohol for minor		$369.00	
	public drunk		$305.00	
	NARCOTICS			
	Possession of Schedule III, IV, V		$1,203.25	
	Possession of Marijuana		$504.00	
	Possession of (Drug) Paraphernalia		$504.00	
	ALLOW DOGS TO RUN LOOSE			
	1st Offense		$209.00	
	2nd Offense		$235.00	
	3rd Offense		$284.00	
	NO RABIES VACCINATION		$304.00	
	Confinement Violations		$304.00	
	General Owner Responsibility Violation		$283.00	
	Dangerous Animals Non-Compliance		$505.00	
	Failure to provide Vet care		$283.00	
	Animal Cruelty		$553.00	
	Animal Neglect		$283.00	
	Fowl and Livestock Violation		$283.00	
	Aggravated animal abuse		$553.00	
	Smoking in Public Building		$209.00	
	Public Profanity		$304.00	
	Disturbing the Peace		$304.00	
	Disorderly Conduct Failure to comply with Law Enforcement		$304.00	
	Disorderly Conduct refuse to leave premises		$304.00	
	Disorderly Conduct phys acts/profane language		$304.00	
	Contempt of Court (Failure to Compile)		$274.00	
	Contempt of Court (Failure to appear)		$274.00	
	Contempt of Court (Failure to pay)		$274.00	
	Aiding & Abetting in Bail Bond Jumping		$505.00	
	Bail Bond Jumping MISD		$553.00	
	Disturbance Nuisance - danger neighborhood		$209.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Disturbing Family Peace		$304.00	
	Interference with City Officer		$304.00	
	Care of Premises		$233.00	
	Extortion		$505.00	
	Curfew Violation		$234.00	
	Contribute to Delinquency of Minor		$505.00	
	Possession of Handgun by a Minor		$505.00	
	Indecent Exposure		$505.00	
	Obscene/Harassing Phone Calls		$505.00	
	Escape		$505.00	
	911 Abusive Calls		$515.00	
	Misdemeanor Hindering Prosecution		$505.00	
	Conspiracy to Commit a Crime		$505.00	
	Fireworks Inside City Limits		$219.00	
	Prostitution		$505.00	
	Vagrancy		$489.00	
	Hitch-Hiking		$255.00	
	Trespassing		$353.00	
	Malicious Mischief (Face Value)		$203.25	
	Loud Music		$285.00	
	Litter Law Violation		$454.00	
	Stalking			
	1st Offense		$505.00	
	2nd Offense		FELONY	
	Boating Under the Influence			
	1st Offense		$594.00	
	2nd Offense		$794.00	
	3rd Offense		$1,193.25	
	Sell Tobacco to Minor		$234.00	
	Abstracts		$10.00	
	Affidavit		$10.00	
	Withdrawal Form		$10.00	

POLICE DEPARTMENT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	MISCELLANEOUS FEES (POLICE)			
	Accident Reports	Each	$20.00	
	Parking Lot Reports	Each	$10.00	
	Offense Reports	Each	$10.00	(No charge on domestic or assault reports)
	Fingerprints	Each	$15.00	
	Background Checks	Each	$15.00	

PUBLIC WORKS/ UTILITIES

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	METER DEPOSIT FEES *			
	¾" meter		$200.00	
	1" meter		$250.00	
	1 ½" meter		$300.00	
	2" meter		$350.00	
	3" meter and above		meter cost plus two (2) months minimum bill	

*Move without notice will forfeit deposit

II.	WATER CHARGE			
	Minimum Charge of 3000 Gallons or Less	residential	$24.75	
	1000 Gallons Over the Minimum	residential	$8.25	
	Minimum Charge of 3000 Gallons or Less	commercial	$25.50	
	1000 Gallons Over the Minimum	commercial	$8.50	
III.	SEWER CHARGE			
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	residential	$12.30	
	1000 Gallons Over the Minimum	residential	$4.10	
	Wastewater Treatment Charge	residential	$15.45	
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	commercial	$18.75	
	1000 Gallons Over the Minimum	commercial	$6.25	
	Wastewater Treatment Charge	commercial	$15.45	
	1000 Gallons Over the Minimum (wastewater treatment)		$5.15	
	Sewer Only (Residential) Monthly Charge		$42.00	
	Sewer Only (Commerical) Monthly Charge		$100.00	
IV.	GARBAGE CHARGE			
	1st Cart		$17.00	
	Additional Cart (Residential)		$3.40	
	Additional Cart (Commercial)		$5.25	
	Cart Delivery Fee (After Initial Set-up)		$15.00	
	Special pick-up (one lift)	small load	$50.00	
	Special pick-up (one lift)	large load	$100.00	
V.	MISCELLANEOUS FEES			
	Capacity Charge (depending on usage)			
	0 to 9,999 gallons monthly		$0.00	
	10,000 to 19,999 gallons monthly		$50.00	
	20,000 to 49,999 gallons monthly		$150.00	
	50,000 to 99,999 gallons monthly		$350.00	
	100,000 to 199,999 gallons monthly		$750.00	
	200,000 to 249,999 gallons monthly		$1,000.00	
	greater than 250,000 gallons monthly		$1,500.00	
	Reconnect for Lock off		$65.00	
	Returned Check Fee		$50.00	
	DESCRIPTION OF SERVICES	**UNIT**	**FEE**	**NOTES**
	Late Charge Fee		$35.00	
	Connection Service Fee		$50.00	
	Reconnect Fee for Temporary Disconnect		$30.00	
	Temporary Disconnect		$30.00	

	Lock off for Non-payment		$30.00	
	Illegal connection and/or Theft of Utilities		$600.00 plus associated fees	
	Sewer Cleanout/Cap Tampering Fee		$100.00	
	Sewer Inspection Fee (customer caused issue)		$100.00	
	Transfer Fee		$45.00	
	After Hours Calls - Other		$50.00	
	3/4" Irrigation Meter - tap		$255.00	
	1" Irrigation Meter - tap		$375.00	
	Meter Locks		$25.00	
	Meter Box Tamper Fee		$60.00	
	Meter Relocate Fee		$100.00	
	Meter Reread Fee		$30.00	
	Pool Fill (Meter Only)		$100.00	
VI.	TAP FEES (Includes Water & Sewer)			divide by half for water only or sewer only
	3/4" tap connection	plus meter deposit	$640.00	plus time and material cost
	1" tap connection	plus meter deposit	$640.00	plus time and material cost
	1 1/2" tap connection	plus meter deposit	$640.00	plus time and material cost
	2" tap connection	plus meter deposit	$640.00	plus time and material cost
	3" tap connection	meter cost plus two (2) months minimum bill	$640.00	plus time and material cost
	4" tap connection	meter cost plus two (2) months minimum bill	$640.00	plus time and material cost
	6" tap connection	meter cost plus two (2) months minimum bill	$640.00	plus time and material cost
	8" tap connection	meter cost plus two (2) months minimum bill	$640.00	plus time and material cost

POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES

Pursuant to Mississippi Law, whether a municipality may reduce a utility bill of a customer depends upon the facts and circumstances of each case.

LEAK ADJUSTMENTS

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

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

METER MALFUNCTIONS

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

POOL AND IRRIGATION OPTIONS

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

The City offers a fire hydrant meter for in ground pool filling. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through this meter.

TAMPERING AND VANDALISM

In cases of a significant increase in usage caused by tampering, vandalism or unforeseen abnormalities, which can be documented to the City's satisfaction, that portion of the bill for water and sewer in excess of the prior six (6) month average may be forgiven at the discretion of the City Manager.

PAYMENT PLANS

Any abnormally high monthly billing may be satisfied through a payment plan, which shall not exceed a twelve (12) month period, and may only be approved by the City Manager.

THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME BY ORDER OF THE CITY COUNCIL

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

ORDER NUMBER 198-2017

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

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	172931	10/03/2017	09/18/2017			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 / 9/7/17 PLANNING MTG			MB822	09/15/2017			175.00
001	M & E FEED & SEED	172932	10/03/2017	09/18/2017			83.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 / DOG FOOD			5141	08/15/2017			41.99
	001-100-514 / DOG FOOD			5142	08/17/2017			41.99
001	C SPIRE WIRELESS	172949	10/03/2017	09/19/2017			551.62	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 / POLICE CELLS			0032680896	08/12/2017			551.62
001	DPS CRIME LAB	172950	10/03/2017	09/19/2017			60.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / ANALYTICAL FEES			90063198	09/01/2017			60.00
001	AT&T	172956	10/03/2017	09/21/2017			3,483.08	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	09/14/2017			3,483.08
001	AT&T	172957	10/03/2017	09/21/2017			86.25	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			284977070	09/14/2017			86.25
001	AT&T	172958	10/03/2017	09/21/2017			152.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284972172	09/14/2017			152.88
001	AT&T	172959	10/03/2017	09/21/2017			30.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / NCIC TELECOM SERVS			2284970262	09/14/2017			30.80
001	GLOBALSTAR	172972	10/03/2017	09/22/2017			66.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			0008723593	09/16/2017			66.37
001	TEC	172973	10/03/2017	09/22/2017			94.45	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY LONG DISTANCE			907028	09/01/2017			94.45
001	DELTA COMPUTER SYSTEMS INC	172974	10/03/2017	09/22/2017			455.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / ACCTG SOFTWARE MAINT			MN125171	09/15/2017			315.00
	001-092-698 / VOTER REG SOFTWARE MAINT			MN125171	09/15/2017			20.00
	001-092-698 / PRIV LICENSE SOFTWARE MAINT			MN125172	09/15/2017			120.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC	172975	10/03/2017	09/22/2017			403.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / CITY FACILITIES			321487	09/22/2017			403.30
001	TRICIA THIGPEN	172976	10/03/2017	09/25/2017			60.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-681 / PER DIEM: CLERK TRAINING			10172017	09/19/2017			60.00
001	SUSAN R PAROL	172977	10/03/2017	09/25/2017			110.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-660 / FY 2017 MEETING FEES			09302017	09/14/2017			110.00
001	HOWARD W BUTLER	172978	10/03/2017	09/25/2017			30.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-660 / FY 2017 MEETING FEES			09302017	09/14/2017			30.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	172979	10/03/2017	09/25/2017			383.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 / WELLNESS EXAM-TESTS: JUSTICE			208306	09/13/2017			190.50
	001-100-514 / MEDICATION: JUSTICE			208306	09/13/2017			193.00
001	CHASSITY BILBO	172980	10/03/2017	09/25/2017			164.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-681 / PER DIEM ADV:MRPA CONFERENCE			10162017	08/21/2017			164.00
001	JEREMY BROWN	172981	10/03/2017	09/25/2017			72.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / PER DIEM ADV: FI 11-1031-II			10092017	08/01/2017			72.00
001	ROY ODOM JR	172982	10/03/2017	09/25/2017			90.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / PER DIEM ADV: AIRPORT FF			10162017	01/05/2017			90.00
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	172983	10/03/2017	09/25/2017			422.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / LEASE PMT: POSTAGE MACHINE			3304343683	09/05/2017			422.97
001	IDENTI-KIT SOLUTIONS	172984	10/03/2017	09/25/2017			408.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / ANNUAL LICENSE			106053	09/01/2017			408.00
001	LEADSONLINE LLC	172985	10/03/2017	09/25/2017			2,148.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / TOTALTRACK RENEWAL			241964	08/01/2017			2,148.00
001	MS MUNICIPAL LEAGUE	172986	10/03/2017	09/25/2017			5,872.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-682 / FY 2017 MEMBERSHIP DUES			26393	08/16/2017			5,872.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF REGIONAL PLANNING COMMISSION	172987	10/03/2017	09/25/2017			8,477.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-643 FY 2018 ANNUAL FEE FY 2018 07/17/2017							8,477.00
001	PROFESSIONAL SYSTEMS USA INC	172988	10/03/2017	09/25/2017			486.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-513 CRUISIN FLYER 358297 09/20/2017							486.00
001	JACKSON COUNTY CHANCERY CLERK	172989	10/03/2017	09/25/2017			127.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-698 PY PLAT COPY & NOTICES 5026 09/14/2017							127.00
001	JACKSON COUNTY CHAMBER OF COMMERCE	172990	10/03/2017	09/25/2017			5,150.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-643 FY 2018 MEMBERSHIP 27503 07/11/2017							5,150.00
001	FUELMAN OF MS	172991	10/03/2017	09/25/2017			2,476.90	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-525 UNL FUEL NP51381583 09/18/2017							1,958.62
	001-161-525 UNL & DSL FUEL NP51381583 09/18/2017							325.41
	001-170-525 UNL & DSL FUEL NP51381583 09/18/2017							143.07
	001-205-525 UNL FUEL NP51381583 09/18/2017							49.80
001	FUELMAN OF MS	172993	10/03/2017	09/25/2017			2,663.54	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-525 UNL FUEL NP51415040 09/25/2017							51.78
	001-092-525 UNL FUEL NP51415040 09/25/2017							36.83
	001-100-525 UNL FUEL NP51415040 09/25/2017							1,968.86
	001-161-525 UNL & DSL FUEL NP51415040 09/25/2017							384.96
	001-170-525 UNL FUEL NP51415040 09/25/2017							97.47
	001-205-525 UNL & DSL FUEL NP51415040 09/25/2017							123.64
001	SINGING RIVER ELECTRIC COOPERATIVE	172994	10/03/2017	09/25/2017			833.04	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-631 BROWN FD 95237002 09172017 09/25/2017							349.94
	001-161-631 MARTIN BLUFF FD 58380001 09172017 09/25/2017							229.41
	001-201-629 SIGNAL LIGHTS 17546 09172017 09/25/2017							36.63
	001-092-631 CITY LIMIT SIGN 17546 09172017 09/25/2017							28.64
	001-100-631 MBLUFF SUB STN 58521002 09172017 09/25/2017							188.42
001	WORKIN.COM INC	173003	10/03/2017	09/25/2017			99.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-022-615 POST CONTRACT/PROJ ADMIN JOB BGCJ4255 09/22/2017							99.00
001	PROFESSIONAL SYSTEMS USA INC	173016	10/03/2017	09/26/2017			650.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-021-513 CRUISIN RACK CARDS 358395 09/22/2017							650.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINDY RUSSELL	173020	10/03/2017	09/26/2017			42.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	PER DIEM REIMB: CLERK TRNG		09202017	09/26/2017			42.65
001	DANTE ELBIN,CUSTODIAN	173022	10/03/2017	09/26/2017			168.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	CAR TAGS (8)		07102017	09/25/2017			114.75
	001-100-559	MICRO SD CARD		08102017	09/25/2017			37.44
	001-100-559	F150 TAG		08222017	09/25/2017			15.95
001	SCOTT ANKERSON, CUSTODIAN	173023	10/03/2017	09/26/2017			159.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	DUCT TAPE (3)		08292016	09/26/2017			10.24
	001-170-559	BALLOONS		09022016	09/26/2017			6.42
	001-021-513	GE AUDIO KIT/EXT CORD		12032016	09/26/2017			15.88
	001-021-513	3 CLIPBOARDS, 8 TABLE COVERS		12022016	09/26/2017			12.84
	001-170-559	KEYS - LOCKSMITH		02152017	09/26/2017			20.87
	001-170-559	SUGAR, NAPKINS: TREE PLANTINGQ		02222017	09/26/2017			28.78
	001-090-559	MORAN AWARD FLOWERS		03022017	09/26/2017			21.12
	001-090-559	BRASS SCREWS		03072017	09/26/2017			1.24
	001-090-500	BINDERS: PLANNING COMM		06202017	09/26/2017			16.95
	001-090-559	NAME PLATE: GAINER,P		08012017	09/26/2017			12.00
	001-090-559	PLAT COPY - LAND RECORDS		15755	09/26/2017			5.00
	001-090-689	CORN FOR HOG TRAP		09202017	09/26/2017			8.56
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	173024	10/03/2017	09/27/2017			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	MMCCA DUES FY 2016		09262017	09/26/2017			50.00
	001-040-682	MMCCA DUES FY 2017		09262017	09/26/2017			50.00
	001-040-682	MMCCA DUES FY 2018		09262017	09/26/2017			50.00
001	GRAND VIEW SECURITY LLC	173025	10/03/2017	09/27/2017			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ALARM MONITORING 8/17-8/18		0215-4431	08/02/2017			300.00
001	SINGING RIVER ELECTRIC COOPERATIVE	173026	10/03/2017	09/27/2017			8,495.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING	10554	09182017	09/26/2017			5,079.16
	001-201-629	SIGNAL LIGHTS	10554	09182017	09/26/2017			872.13
	001-092-631	CITY HALL	10554	09182017	09/26/2017			1,016.81
	001-170-631	FRAZIER PARK	10554	09182017	09/26/2017			48.39
	001-170-631	SENIOR BLDG	10554	09182017	09/26/2017			557.55
	001-161-631	CENTRAL FD	10554	09182017	09/26/2017			452.05
	001-170-631	CITY PARK	10554	09182017	09/26/2017			102.20
	001-092-631	PUBLIC WORKS	10554	09182017	09/26/2017			338.13
	001-092-631	HWY 90 SIGN	10554	09182017	09/26/2017			29.32

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	173027	10/03/2017	09/27/2017			2,418.28	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION	66298004	09182017	09/26/2017		1,633.48
001-201-629	SIGNAL LIGHT	89113001	09182017	09/26/2017		56.11
001-170-631	CITY PARK RESTRMS	89912001	09182017	09/26/2017		273.98
001-201-633	STREET LIGHTS	90345002	09182017	09/26/2017		224.29
001-092-631	RECORDS BLDG	90790001	09182017	09/26/2017		189.93
001-170-631	FRAZIER RESTRMS	98546001	09182017	09/26/2017		40.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	173028	10/03/2017	09/27/2017			1,396.70	

Account Number	Description		Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST	94987002	09182017	09/26/2017		221.43
001-201-633	DOLPHIN ST	94988002	09182017	09/26/2017		136.68
001-201-633	DOLPHIN ST	94989002	09182017	09/26/2017		151.21
001-201-633	DOLPHIN ST	94990002	09182017	09/26/2017		590.98
001-201-633	WM PAYNE	100244001	09182017	09/26/2017		130.47
001-201-633	WM PAYNE	100245001	09182017	09/26/2017		165.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ROPER SUPPLY	173030	10/03/2017	09/27/2017			1,147.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-799	PUSH BUMPER (4): PATROL UNITS	49638	07/25/2017	170953	1,147.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ESTABROOK MOTOR CO INC	173031	10/03/2017	09/27/2017			678.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-638	ABS CONTROL MODULE: PUGH, J	226257	09/22/2017	171208	678.70
001-205-638	CORE DEPOSIT	226257	09/22/2017	171208	150.00
001-205-638	CORE DEPOSIT	226362	09/25/2017	171208	-150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	173032	10/03/2017	09/27/2017			50.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	50# POPCORN	56484	09/21/2017	171229	28.50
001-021-513	GALLON POPCORN OIL	56484	09/21/2017	171229	11.95
001-021-513	100/102 POPCORN BAGS (5)	56484	09/21/2017	171229	9.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BSN SPORTS	173035	10/03/2017	09/27/2017			15.21	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	1/2" SOLID HELMET STRIPE (12)	900475653	09/14/2017	171198	15.21

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	173036	10/03/2017	09/27/2017			172.18	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	YEL/GREEN SCRUB SPONGE (12)	155612	09/11/2017	171201	9.36
001-092-510	CS/96 TISSUE ROLLS	155612	09/11/2017	171201	26.40
001-092-510	CS/100 CAN LINER 43X47 (2)	155612	09/11/2017	171201	40.86
001-161-500	60/CT BINDER CLIP	155612	09/11/2017	171201	2.58
001-161-500	3" VIEW BINDER (2)	155612	09/11/2017	171201	7.80
001-161-500	HANDLE LETTER OPENER	155612	09/11/2017	171201	5.40
001-161-500	MAGNETIC GRIP CLIPS (5)	155612	09/11/2017	171201	7.75
001-161-500	6" PLASTIC RULER	155612.1	09/18/2017	171201	.55
001-092-510	CS MF PAPER TOWELS (4)	156341	09/21/2017	171225	71.48

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	173037	10/03/2017	09/27/2017			185.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	AC DRAIN CLOG: #6 POLICE STN	0000166148	09/01/2017	171200	185.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	173038	10/03/2017	09/27/2017			248.29	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	36" ACRYLIC CONVEX MIRROR	294666	09/19/2017	171164	215.88
001-201-576	FREIGHT: FAIRWAY DR	294666	09/19/2017	171164	32.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	173039	10/03/2017	09/27/2017			10.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	ENGR PLATE(2):SUPER BOWL 2016	27488	06/19/2017	170907	10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SUN HERALD	173041	10/03/2017	09/27/2017			902.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	PUBLISH:FY 2017-2018 TAX LEVY	44812365	09/24/2017	171204	643.05
001-040-615	PUBLISH: FY 2016 AUDIT	44812365	09/24/2017	171221	259.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SUN HERALD	173042	10/03/2017	09/27/2017			2,835.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	NOTICE: FY 2018 TAX INCREASE	44805684	08/27/2017	171152	1,419.00
001-040-615	NOTICE: FY 2018 TAX INCREASE	44812365	09/24/2017	171152	1,416.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	173044	10/03/2017	09/27/2017			363.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	CS 8.5X11 COPY PAPER (9)	3352551261	09/14/2017	171207	277.83
001-100-500	BX 3-TAB ASSRT FOLDER (2)	3352551261	09/14/2017	171207	31.50
001-100-500	EXPANDABLE WALL POCKET (2)	3352551261	09/14/2017	171207	27.98
001-100-500	WIRE MESH ORGANIZER	3352551261	09/14/2017	171207	26.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DRISKEL TURF	173046	10/03/2017	09/27/2017			214.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-559	50 YD CENTIPEDE PALLET (2)	13763	09/21/2017	171231	200.00
001-201-559	PALLET FEE	13763	09/21/2017	171231	14.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	173047	10/03/2017	09/27/2017			4,428.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	YOUTH FTBL UNIFORM PANT (83)	5285	09/12/2017	171196	1,992.00
001-170-502	YOUTH FTBL JERSEY (82)	5285	09/12/2017	171196	1,804.00
001-170-502	FLAG FTBL UNIFORM (21)	5285	09/12/2017	171196	325.50
001-170-502	LOGO CHEER TOP (27)	5321	09/22/2017	171230	81.00
001-021-513	4' TROPHY:CRUISIN CAR SHOW	5323	09/25/2017	171218	58.00
001-021-513	3' TROPHY:CRUISIN CAR SHOW(7)	5323	09/25/2017	171218	168.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OMNI CHEER	173048	10/03/2017	09/27/2017			1,947.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	YOUTH POM NAVY/GOLD (54)	1969701016	09/08/2017	171203	375.30
001-170-502	SHIPPING	1969701016	09/08/2017	171203	37.53
001-170-502	TOP NVY/MGO/WHT YOUTH-S (9)	PO61743810	08/29/2017	171162	215.55
001-170-502	TOP NVY/MGO/WHT YOUTH-M (9)	PO61743810	08/29/2017	171162	215.55

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OMNI CHEER	173048	10/03/2017	09/27/2017			1,947.38	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-502	TOP NVY/MGO/WHT YOUTH-L (3)	PO61743810	08/29/2017	171162	71.85
001-170-502	TOP NVY/MGO/WHT ADULT-XS (2)	PO61743810	08/29/2017	171162	47.90
001-170-502	TOP NVY/MGO/WHT ADULT-S	PO61743810	08/29/2017	171162	23.95
001-170-502	TOP NVY/MGO/WHT ADULT-M	PO61743810	08/29/2017	171162	23.95
001-170-502	TOP NVY/MGO/WHT ADULT LG	PO61743810	08/29/2017	171162	23.95
001-170-502	SKIRT NVY GOLD/WHT YOUTH-S (9)	PO61743810	08/29/2017	171162	215.55
001-170-502	SKIRT NVY GOLD/WHT YOUTH (10)	PO61743810	08/29/2017	171162	239.50
001-170-502	SKIRT NVY GOLD/WHT YOUTH-L	PO61743810	08/29/2017	171162	23.95
001-170-502	SKIRT NVY GOLD/WHT ADULT (2)	PO61743810	08/29/2017	171162	47.90
001-170-502	SKIRT NVY GOLD/WHT ADULT-S	PO61743810	08/29/2017	171162	23.95
001-170-502	SKIRT NVY GOLD/WHT (2)	PO61743810	08/29/2017	171162	47.90
001-170-502	SKIRT NVY GOLD/WHT (2)	PO61743810	08/29/2017	171162	47.90
001-170-502	NAVY ANKLET W/STRIPES (3)	PO61743810	08/29/2017	171162	8.85
001-170-502	NAVY ANKLET W/STRIPES (24)	PO61743810	08/29/2017	171162	70.80
001-170-502	NAVY/WHITE YOUTH POM (27)	PO61743810	08/29/2017	171162	121.50
001-170-502	GOLD/WHITE YOUTH POM (27)	PO61743810	08/29/2017	171162	121.50
001-170-502	SHIPPING	PO61743810	08/29/2017	171162	161.60
001-170-502	SHELL TOP NAVY/WHT YOUTH-XS	PO61743810	08/29/2017	171162	23.95
001-170-502	CRT RTN: YOUTH POM (54)	P0617438	09/20/2017		-243.00

001 OCEAN SPRINGS SIGN AND GRAPHICS LLC 173050 10/03/2017 09/27/2017 927.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	3X6 BANNER(2):CRUISIN CAR SHOW	1161	09/14/2017	171187	144.00
001-021-513	4X8 BANNER (3)	1161	09/14/2017	171187	384.00
001-021-513	4X40 MESH BANNER	1161	09/14/2017	171187	399.00

001 ECONOMY BOOTS SALES & SERVICE 173052 10/03/2017 09/27/2017 3,700.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	DUTY BOOTS: GILLESPIE, JAYDEN	42569	09/01/2017	171144	100.00
001-161-535	DUTY BOOTS: HILL, MICKEY	18576	09/19/2017	170575	100.00
001-161-535	DUTY BOOTS: JAY, CHAD	18581	09/19/2017	170575	100.00
001-161-535	DUTY BOOTS: MCGARVEY, RICK	18582	09/19/2017	170575	100.00
001-161-535	DUTY BOOTS: MCCOY, DEREK	39940	03/22/2017	170575	100.00
001-161-535	DUTY BOOTS: KOZLOWSKI, BRAIN	39942	03/22/2017	170575	100.00
001-161-535	DUTY BOOTS: JONES, TIM	39945	03/23/2017	170575	100.00
001-161-535	DUTY BOOTS: JONES, ROBERT	39962	03/29/2017	170575	100.00
001-161-535	DUTY BOOTS: HILL, JOSH	42206	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: KAUPPI, DANIEL	42207	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: HOCANSON, NICHOLAS	42211	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: FOUNTAIN, KYLE	42212	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: ROS, MARK	42213	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: SHERMAN, STEPHEN	42214	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: LORENZO, TEDDY	42217	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: YATES, JAMES	42220	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: ANSEMAN, BRIAN	42222	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: SHERMAN, JONATHAN	42223	03/14/2017	170575	100.00
001-161-535	DUTY BOOTS: DOSSETT, TERRENCE	42224	03/15/2017	170575	100.00
001-161-535	DUTY BOOTS: RAYBORN, BRADLEY	42226	03/15/2017	170575	100.00
001-161-535	DUTY BOOTS: YOCOM, THOMAS	42227	03/15/2017	170575	100.00
001-161-535	DUTY BOOTS: ODOM, ROY	42228	03/15/2017	170575	100.00
001-161-535	DUTY BOOTS: MCCLURE, MAURICE	42235	03/15/2017	170575	100.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	173052	10/03/2017	09/27/2017			3,700.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	DUTY BOOTS: TURNER, GARRETT	42237	03/16/2017	170575	100.00
001-161-535	DUTY BOOTS: FOUNTAIN, SHANE	91966	03/16/2017	170575	100.00
001-161-535	DUTY BOOTS: GUTHRIE, SAMANTHA	42242	03/16/2016	170575	100.00
001-161-535	DUTY BOOTS: FORTNEY, TIM	42244	03/16/2017	170575	100.00
001-161-535	DUTY BOOTS: GRAHAM, JERED	42245	03/16/2017	170575	100.00
001-161-535	DUTY BOOTS: FREEMAN, JUSTIN	42450	08/04/2017	170575	100.00
001-161-535	DUTY BOOTS: BROWN, JEREMY	42451	08/04/2017	170575	100.00
001-161-535	DUTY BOOTS: LATCH, JOSH	42252	03/17/2017	170575	100.00
001-161-535	DUTY BOOTS: ROSSCUP, RENAE	42260	03/21/2017	170575	100.00
001-161-535	DUTY BOOTS: VLAHOS, STEVEN	42264	03/21/2017	170575	100.00
001-161-535	DUTY BOOTS: ROBINSON, HUNTER	42265	03/21/2017	170575	100.00
001-161-535	DUTY BOOTS: FINN, KEVIN	42268	03/22/2017	170575	100.00
001-161-535	DUTY BOOTS: LINTON, JONATHAN	42597	09/19/2017	170575	100.00
001-100-559	SZ DUTY BOOTS: WILSON, JOSEPH	42611	09/18/2017	171217	100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	AUDIOWAVE INC	173053	10/03/2017	09/27/2017			620.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	INSTALL PUSH BUMPERS (4)	A 47774	09/26/2017	171003	620.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	ELEKTRA TECH ENTERTAINMENT	173054	10/03/2017	09/28/2017			1,500.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	SOUND SERVICES: CRUISIN	10012017	09/05/2017		1,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	JERALD H SAVELL	173055	10/03/2017	09/28/2017			500.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	TRAIN RIDE: CRUISIN	10012017	09/28/2017		500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	JAMES TREADWAY	173056	10/03/2017	09/28/2017			200.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	AMANDA O JONES	173057	10/03/2017	09/28/2017			800.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	STEVEN DEREK NORSWORTHY	173058	10/03/2017	09/28/2017			800.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	CHAD A PARKER	173059	10/03/2017	09/28/2017			200.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	ENTERTAINMENT: CRUISIN	10012017	09/28/2017		200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	SINGING RIVER ELECTRIC COOPERATIVE	173062	10/03/2017	09/28/2017			1,495.01

Account Number	Description		Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD	76008001	09202017	09/27/2017		247.37
001-170-631	BACOT PARK	10137	09202017	09/27/2017		1,128.34
001-201-629	SIGNAL LIGHTS	10138	09202017	09/27/2017		119.30

FUND TOTAL 1 Claims to Checks 64 Total 73,436.13 Manual Held Total 73,436.13

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	172995	10/03/2017	09/25/2017			1,675.00	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	050-300-763	CONSTRUCTION ADMIN		216-055-7	08/31/2017			1,675.00
050	M&D CONSTRUCTION COMPANY INC	173018	10/03/2017	09/26/2017			37,526.37	_____
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	050-300-778	CONSTRUCTION 51%		M&D-1783	09/15/2017			37,526.37

FUND TOTAL 50 Claims to Checks 2 Total 39,201.37 Manual Held Total 39,201.37

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	BATSON & BROWN INC	173040	10/03/2017	09/27/2017			800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	SURVEY CONNOR PROP: MB ROAD	45705SEPT	09/14/2017	171194	800.00

FUND TOTAL 130 Claims to Checks 1 Total 800.00 Manual Held Total 800.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY INC	173034	10/03/2017	09/27/2017			2,078.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	SBA ARMOR LVL 2 MALE VEST (3)	567284	09/22/2017	170901	1,800.00
157-100-799	SBA M1 CONCEALABLE CARRIER (3)	567284	09/22/2017	170901	216.00
157-100-799	SBA SOFT TRAUMA PLATE (3)	567284	09/22/2017	170901	60.00
157-100-799	SEW ON PATCH (2)	567284	09/22/2017	170901	2.00

FUND TOTAL 157 Claims to Checks 1 Total 2,078.00 Manual Held Total 2,078.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	173017	10/03/2017	09/26/2017			1,757.71	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	SEP 2017	09/20/2017		1,757.71

FUND TOTAL 172 Claims to Checks 1 Total 1,757.71 Manual Held Total 1,757.71

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	172933	10/03/2017	09/18/2017			151.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 HOSTING FEE SEPT 2017 3137 09/15/2017							36.50
	176-170-699 SHOPPING CART FEE SEPT 2017 3137 09/15/2017							115.00
176	AT&T	172960	10/03/2017	09/21/2017			269.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 MONTHLY SERVICE 2284972244 09/14/2017							269.10
176	AT&T	172961	10/03/2017	09/21/2017			268.92	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 SEPT 2017 DSL 2284970676 09/14/2017							110.00
	176-170-605 MONTHLY SERVICE 2284970679 09/14/2017							158.92
176	FUELMAN OF MS	172992	10/03/2017	09/25/2017			26.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-525 UNL FUEL NP51381583 09/18/2017							26.10
176	REYNOLDS WHOLESALE CO	173033	10/03/2017	09/27/2017			22.95	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-559 JUMBO TISSUE DISPENSER 56445 09/19/2017 171216							22.95
176	SINGING RIVER ELECTRIC COOPERATIVE	173063	10/03/2017	09/28/2017			1,561.54	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-631 PARK FACILITIES 76854002 09202017 09/27/2017							1,513.38
	176-170-631 HOUSE 76855002 09202017 09/27/2017							48.16

FUND TOTAL 176 Claims to Checks 6 Total 2,300.11 Manual Held Total 2,300.11

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	172934	10/03/2017	09/18/2017			453.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 SERVICES 9/6/17 - 10/3/17			277-090617	09/06/2017			453.37
400	AT&T	172962	10/03/2017	09/21/2017			97.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284974594	09/14/2017			97.80
400	AT&T	172971	10/03/2017	09/22/2017			135.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284975234	09/14/2017			135.80
400	2012 GUD BONDS DEBT SERVICE	172996	10/03/2017	09/25/2017			116,362.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-816 OCT 2017 PRN PMT			10012017	09/30/2017			112,916.67
	400-680-817 OCT 2017 PRN PMT			10012017	09/30/2017			3,445.83
400	CITY OF GAUTIER	172997	10/03/2017	09/25/2017			43,427.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-821 ST LNS #3 90/57 SWR			09112017	09/11/2017			7,877.45
	400-680-822 ST LNS #4 90/57 WTR			09112017	09/11/2017			10,948.67
	400-680-822 ST LNS #4 90/57 SWR			09112017	09/11/2017			9,019.22
	400-680-823 ST LNS #5 ALLEN RD			09112017	09/11/2017			2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR			09112017	09/11/2017			3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR			09112017	09/11/2017			9,665.99
400	BANCORPSOUTH EQUIPMENT FINANCE	172998	10/03/2017	09/25/2017			143,724.87	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-831 ENERGY SERVICES/WATER METERS			631447	09/13/2017			143,724.87
400	ARISTA INFORMATION SYSTEMS INC	172999	10/03/2017	09/25/2017			4,118.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 AUG 2017 STATEMENTS			23945	09/14/2017			1,118.55
	400-650-698 AUG 2017 POSTAGE			1425201709	09/14/2017			3,000.00
400	WAGGONER ENGINEERING INC	173000	10/03/2017	09/25/2017			17,575.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 RATE STUDY 95%			34039	09/14/2017			17,575.00
400	SINGING RIVER ELECTRIC COOPERATIVE	173001	10/03/2017	09/25/2017			2,531.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STATIONS 20649			09162017	09/22/2017			833.30
	400-651-631 LIFT STATIONS 28779			09162017	09/23/2017			245.84
	400-651-631 SCHOONER WELL 20688			09122017	09/20/2017			959.56
	400-651-631 LIFT STATIONS 20688			09122017	09/20/2017			492.41
400	TYLER TECHNOLOGIES INC	173002	10/03/2017	09/25/2017			39,022.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 7/17 - 9/17 SUBS/USER FEES			025-195478	07/10/2017			7,804.50
	400-650-698 10/17-09/18 SUBSCRIPTION FEE			025-195478	07/10/2017			24,738.00

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400	TYLER TECHNOLOGIES INC	173002	10/03/2017	09/25/2017			39,022.50	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / 10/17-09/18 ANNUAL USER FEE			025-195478	07/10/2017			6,480.00
400	SINGING RIVER ELECTRIC COOPERATIVE	173019	10/03/2017	09/26/2017			4,618.91	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / LIFT STNS 89627001			09172017	09/25/2017			71.17
	400-651-631 / LIFT STNS 89702001			09172017	09/25/2017			49.18
	400-651-631 / LIFT STNS 17881			09172017	09/25/2017			2,302.66
	400-651-631 / WATER WELLS 17881			09172017	09/25/2017			2,195.90
400	MS DEPT OF ENVIRONMENTAL QUALITY	173021	10/03/2017	09/26/2017			70.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-559 / PERMIT MS-GW-01388			SW00001846	05/01/2017			10.00
	400-651-559 / PERMIT MS-GW-01309			SW00001847	05/01/2017			10.00
	400-651-559 / PERMIT MS-GW-15184			SW00001848	05/01/2017			10.00
	400-651-559 / PERMIT MS-GW-15185			SW00001849	05/01/2017			10.00
	400-651-559 / PERMIT MS-GW-03433			SW00001850	05/01/2017			10.00
	400-651-559 / PERMIT MS-GW-05615			SW00001851	05/01/2017			10.00
	400-651-559 / PERMIT MS-GW-07201			SW00001852	05/01/2017			10.00
400	SINGING RIVER ELECTRIC COOPERATIVE	173029	10/03/2017	09/27/2017			9,119.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / IONIZATION PLANT 99216002			09182017	09/26/2017			347.33
	400-651-631 / LIFT STATIONS 17882			09182017	09/26/2017			2,353.86
	400-651-631 / WATER WELLS 17882			09182017	09/26/2017			3,061.42
	400-651-631 / CITY HALL SOUTH 17882			09182017	09/26/2017			3,356.41
400	SOUTHERN WATERWORKS SUPPLY INC	173043	10/03/2017	09/27/2017			1,339.78	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 / 3/4 SCH 80 UNION BALL VAL (12)			71805	09/22/2017	171219		200.81
	400-651-581 / 3/4 BRASS METER COUP (12)			71805	09/22/2017	171219		102.84
	400-651-581 / 3/4 X 5/8 X 3/4 CURB STOP (12			71805	09/22/2017	171219		484.35
	400-651-581 / 3/4 BRASS COUP MIPT (12)			71805	09/22/2017	171219		160.20
	400-651-581 / 3/4 BRASS COUP FIPT (12)			71805	09/22/2017	171219		73.88
	400-651-581 / 3/4 BRASS COUP PVC X PVC (12)			71805	09/22/2017	171219		299.70
	400-651-581 / 3/4 X 1/8 RUBBER WASHER (100)			71805	09/22/2017	171219		18.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	173045	10/03/2017	09/27/2017			497.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-500 / PK/3 HP 312A TONER C/M/Y			3348837085	08/09/2016	171107		300.06
	400-651-500 / AVERY 5" HEAVY DUTY BINDER			3348918018	08/10/2017	171107		29.09
	400-651-500 / 2018-2019 MONTHLY PLANNER			3348918018	08/10/2017	171107		12.19
	400-651-500 / PK/10 ADD MACHINE ROLL			3348918018	08/10/2017	171107		23.59
	400-651-500 / 9.5IN LAMINATOR			3348918018	08/10/2017	171107		88.79
	400-651-500 / PK/100 LAMINATE POUCH			3348918018	08/10/2017	171107		22.18
	400-651-500 / PK/100 ADD MACHINE ROLL			3349147490	08/12/2017	171107		44.71
	400-651-500 / CDT RTN:PK/10 ADD MACHINE ROLL			3352551260	09/14/2017	171107		-23.59
400	MCNEIL RHOADS LLC	173049	10/03/2017	09/27/2017			2,578.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 / MUELLER 452 1" METER (4)			223 MP	04/24/2017	170681		1,300.00
	400-651-581 / MUELLER 572 2" MAG METER (2)			230 HC	05/15/2017	170681		1,278.00

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	173051	10/03/2017	09/27/2017			190.26	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	PURPLE PRIMER (6)	H829392	09/20/2017	171020	51.78
400-651-583	RAIN-R-SHINE CEMENT (12)	H829392	09/20/2017	171020	138.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	173064	10/03/2017	09/28/2017			4,038.30	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	09202017	09/27/2017		362.83
400-651-631	LIFT STNS 17883	09202017	09/27/2017		2,103.20
400-651-631	LIFT STNS 17884	09202017	09/27/2017		1,572.27

FUND TOTAL 400 Claims to Checks 18 Total 389,899.90 Manual Held Total 389,899.90

Docket of Claims
Release date from 10/03/2017 thru 10/03/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	64 Total	73,436.13	Manual	Held	Total	73,436.13
FUND 50	Claims	to	Checks	2 Total	39,201.37	Manual	Held	Total	39,201.37
FUND 130	Claims	to	Checks	1 Total	800.00	Manual	Held	Total	800.00
FUND 157	Claims	to	Checks	1 Total	2,078.00	Manual	Held	Total	2,078.00
FUND 172	Claims	to	Checks	1 Total	1,757.71	Manual	Held	Total	1,757.71
FUND 176	Claims	to	Checks	6 Total	2,300.11	Manual	Held	Total	2,300.11
FUND 400	Claims	to	Checks	18 Total	389,899.90	Manual	Held	Total	389,899.90
Total for all Funds			Checks	93 Total	509,473.22	Manual	Held	Total	509,473.22

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

ORDER NUMBER 199-2017

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

WHEREAS, the amendment reflects a reduction of $225,000.00 in the annual payments to Clearwater Solutions and reflects the city taking over billing, customer service, and meter downloads. This does not affect Clearwater's responsibility to perform actual meter readings. The amendment also reflects the city will issue work orders and close out work orders;

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

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

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

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

WHEREAS, the decrease in cost is reasonable; and

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

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

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: September 25, 2017
Subject: The approval for Amendment to the Clearwater Professional Services Agreement.

Request:
The City Manager requests the City Council to approval the Amendment to Clearwater Professional Services Agreement.

Background:
This Amendment reflects a reduction of $225,000 in the annual payments to Clearwater and reflects the City taking over billing, customer service, and meter downloads. This does not affect Clearwater's responsibility to perform actual meter readings. The Amendment also reflects the City will issue work orders and close out work orders.

Discussion:
It is anticipated that issuing work orders and close out work orders will be performed be the Contract Administration/Project inspector, who will be an employee of the City and will be in the Utility office. The two employees who moved from the City to Clearwater in 2010 will be brought at comparable compensation and brought back to reflect their years of service for vacation accrual purposes. The third position is currently held by an employee who will be temporarily reappointed pending advertisement of Civil Service Positions. The second customer service position is not currently filled with a permanent employee at Clearwater, but is being filled by a temp. The City is advertising both of these positions in accordance with Civil Service rules. The City Manager and ClearWater mutually agree that the proposed change is necessary or incidental to the completion of the work as originally proposed, the change is commercially reasonable and not made to circumvent the public purchasing statutes, the decrease in cost is reasonable, the proposed changes would not result in substantially different contract or project.

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

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

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

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

I. AMENDMENTS

The following language in Article I(5) shall be deleted from the contract: "office administration duties including: generating work orders, meter reading downloads, and all associated duties". This does not affect ClearWater's responsibility to perform the actual meter reading in the field.

Article II(5)(ww) shall be deleted from the contract, and the following subsections shall be renumbered in appropriate sequential fashion. The following language shall be added as Article III (20): The City shall be responsible for customer service, billing of customers, and collection of fees and deposits. The following language shall be added as Article III (21): The City shall be responsible for printing, issuing (to Service Provider), and closing work orders.

Beginning in November 2017, the new annual amount owed by the City will be reduced by $225,000.00 to a total of $2,164,293.00 annually. The monthly payment due thereafter by the City will be $180,357.75.

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

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

_____ Date: _____
Mayor, City of Gautier

_____ Date: _____
President, ClearWater Solutions, LLC

_____ Date: _____
City Manager, City of Gautier

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

ORDER NUMBER 200-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-13 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 George** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

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

ORDER NUMBER 201-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineering/Architect's Statement related to the College Park Elementary Safe Routes to School Project is hereby authorized.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: LPA Representation on MDOT College Park Elementary Safe Routes to School Project

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REQUEST:
The Grants & Projects Department requests authorization for Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineer/Architect's Statement related to the College Park Elementary Safe Routes to School Project.

BACKGROUND:
The Safe Routes to School Program, which is funded through MDOT & FHWA, was established as a response to the reduced number of children walking and bicycling to school. This change in the mode of transportation has added to traffic congestion, reduced air quality, and contributed to the decline in children's health.

The purpose of this grant funding is: to enable and encourage children, including those with disabilities, to walk and bicycle to school; to make bicycling and walking to school a safer and more appealing alternative; and to facilitate the planning, development and implementation of projects and activities that will improve safety; and reduce traffic, fuel consumption and air pollution in the vicinity of schools.

DISCUSSION:
This is an MDOT-required form related to the closeout of this Safe Routes to School Program project. Jeremy Sasser is the engineering project manager assigned to the project by Goodwyn, Mills, and Cawood, Inc., with whom the City has a construction engineering and inspection services contract.

RECOMMENDATION:
The Grants & Projects Department recommends that the City Council authorize Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City (the Local Public Agency) for the Project Engineer/Architect's Statement related to the College Park Elementary Safe Routes to School Project.

The City Council may:
1) Authorize Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City for the Project Engineer/Architect's Statement; or
2) Not authorize Jeremy Sasser, of Goodwyn, Mills, and Cawood, Inc., to represent the City for the Project Engineer/Architect's Statement.

ATTACHMENTS:
1. Project Engineer/Architect's Statement

Revised: 4/29/2016

PROJECT ENGINEER/ARCHITECT'S STATEMENT

State of Mississippi
County: Jackson
Local Public Agency (LPA): City of Gautier
Project Number: SRSP-0494-00(010) LPA/106720-401000
Project Description: College Park Elementary Safe Routes To School Ladiner Road

Project Engineer/Architect's Name: Jeremy Sasser

I, Jeremy Sasser attest that:

(a) The above project has been constructed in accordance with the approved plans, which bear my signature in the upper right hand corner of each as-built sheet thereof, and these plans have been filed in the appropriate LPA office.

(b) The final quantities have been computed in accordance with the specifications governing the specific items of work involved and the quantities have been checked. Sufficient measurement and calculation data to substantiate the final quantities paid is on file in the Project Engineer's/Architect's or the appropriate LPA's office.

(c) The final quantities listed on the final estimate are true and correct. I understand that payment to the contractor will be based exclusively on my signature on the LPA-001 for which I bear full responsibility.

(d) The final total amount allowed to the contractor is accurate and proper, and the last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.

(e) The results of the tests on acceptance samples indicate the materials incorporated in the construction work were in conformity with the approved plans and specifications and are properly covered by samples and accepted in accordance with MDOT policy and procedures.

(f) The contractor has removed all equipment and materials from the right-of-way.

(g) All supplemental agreements and quantity adjustments have been executed in accordance with the Project Development Manual.

Professional stamp/seal

JEREMY SASSER LICENSED PROFESSIONAL ENGINEER PE-26268 STATE OF MISSISSIPPI

Jeremy Sasser
Project Engineer/Architect (signature)

Sworn to and subscribed before me this 19 **day of** September, 2017.

MARGARET ASHLEY KELLY MORRIS NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary stamp/seal

My Commission Expires: My Commission Expires 03/03/2019

Margaret Ashley Kelly Morris
Notary (signature)

Jeremy Sasser is hereby authorized to represent the LPA for the above document.
Name of Project Engineer/Architect

Chief Executive Officer or Mayor of LPA

Sworn to and subscribed before me this _____ **day of** _____, _____.

Notary stamp/seal

My Commission Expires: _____

Notary (signature)

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

ORDER NUMBER 202-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Attendance from the Municipal Court Clerk Conference in Tunica, Mississippi, September 6-8, 2017 for Donna Davis, Gautier Municipal Court Clerk is hereby accepted.

IT IS FURTHER ORDERED that the certificate of completion shall be made a permanent record of the minutes of the City Council in the municipality from which the municipal clerk is appointed. Miss. Code Ann. § 21-23-12 (2017).

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

MISSISSIPPI JUDICIAL COLLEGE

Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

Donna Davis

for having attended the
Municipal Court Clerk Conference
Gold Strike Casino Resort ~ Tunica, Mississippi
September 6-8, 2017
conducted by the
Mississippi Judicial College

Program Manager

Director

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

RESOLUTION NUMBER 036-2017

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE DEPARTMENT OFFICE EQUIPMENT FROM INVENTORY AND DECLARING EQUIPMENT SURPLUS

WHEREAS, the Gautier Police Department is requesting the following office equipment be removed from inventory and declared surplus:

ITEM	SERIAL NUMBER	INVENTORY NUMBER
(1) HP Printer	S/N CNDY390471	430
(1) HP Printer	S/N MY789631HV	
(1) HP Copier	S/N CN7CDD51K5	389
(1) Brother Fax Machine	S/N U61325A7J920601	
(1) Sharp Printer	S/N 67102992	351
(1) Lanier Printer	S/N 745CT	

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the office equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the office equipment is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **Councilwoman Martin,** seconded by **Councilman George,** and the following vote was recorded:

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

NAYS: **None**

Passed and Adopted by, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 3rd, day of October , 2017.

MAYOR

ATTEST:

CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Police Captain
Date: 09/25/2017
Subject: Resolution removing office equipment from police department inventory and declaring equipment surplus

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REQUEST:

City Council authorization is requested by the Gautier Police Department to remove the following printers/scanner/fax from the police department's inventory and declare them as surplus: HP printer S/N CNDY390471 (inventory control number 430), HP printer S/N MY789631HV, HP copier S/N CN7CDD51K5 (inventory control number 389), Brother fax S/N U61325A7J920601, Sharp printer S/N 67102922 (inventory control number 351), and a Lanier printer S/N 745CT.

BACKGROUND

The Police Department has determined that, given the age and condition of these printer/copiers/fax, removal from inventory is in the best interest of the City of Gautier.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the removal of these printers/copiers/fax from inventory until such time as it can be deemed surplus.

ATTACHMENTS:

1. PD Surplus Equipment Photos

WILLCOPY

SHARP
FO-DC535
G3
SOUTH MISSISSIPPI
BUSINESS MACHINES, INC.
MACHINE ID# 7019
DOCUMENT
COMMUNICATION
SYSTEM

brother

SCAN
FAX
COPY
PHOTO
START COPY
PRINT PHOTOS

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

RESOLUTION NUMBER 037-2017

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING A POLICE DEPARTMENT VEHICLE FROM INVENTORY, INSURANCE AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2014 Dodge Charger Police Car, VIN#2C3CDXAT1EH172418 (Inventory Control #1049) be removed from inventory, insurance and be used for parts until such time as it can be deemed surplus.

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interests of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the 2014 Dodge Charger Police Car is hereby removed from inventory, insurance and authorized to be used for parts until such time as it can be deemed surplus.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **Councilwoman Martin,** seconded by **Councilman George,** and the following vote was recorded:

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

NAYS: **None**

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **3rd** day of October, 2017.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Danny Selover, Police Captain

Date: September 25, 2017

Subject: Authorization to remove Police Department vehicle from inventory and insurance, and authorize vehicle to be used as parts.

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove a 2014 Dodge Charger Police Car, VIN #2C3CDXAT1EH172418 (Inventory control #1049 from inventory, remove from insurance coverage, and authorize vehicle to be used as parts until such time as they can be deemed surplus.

BACKGROUND:

The 2014 Dodge Charger was involved in an accident on September 14, 2017 and was totaled as a result. The Police Department has determined that, given the age and condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used for parts until such time that it can be declared surplus.

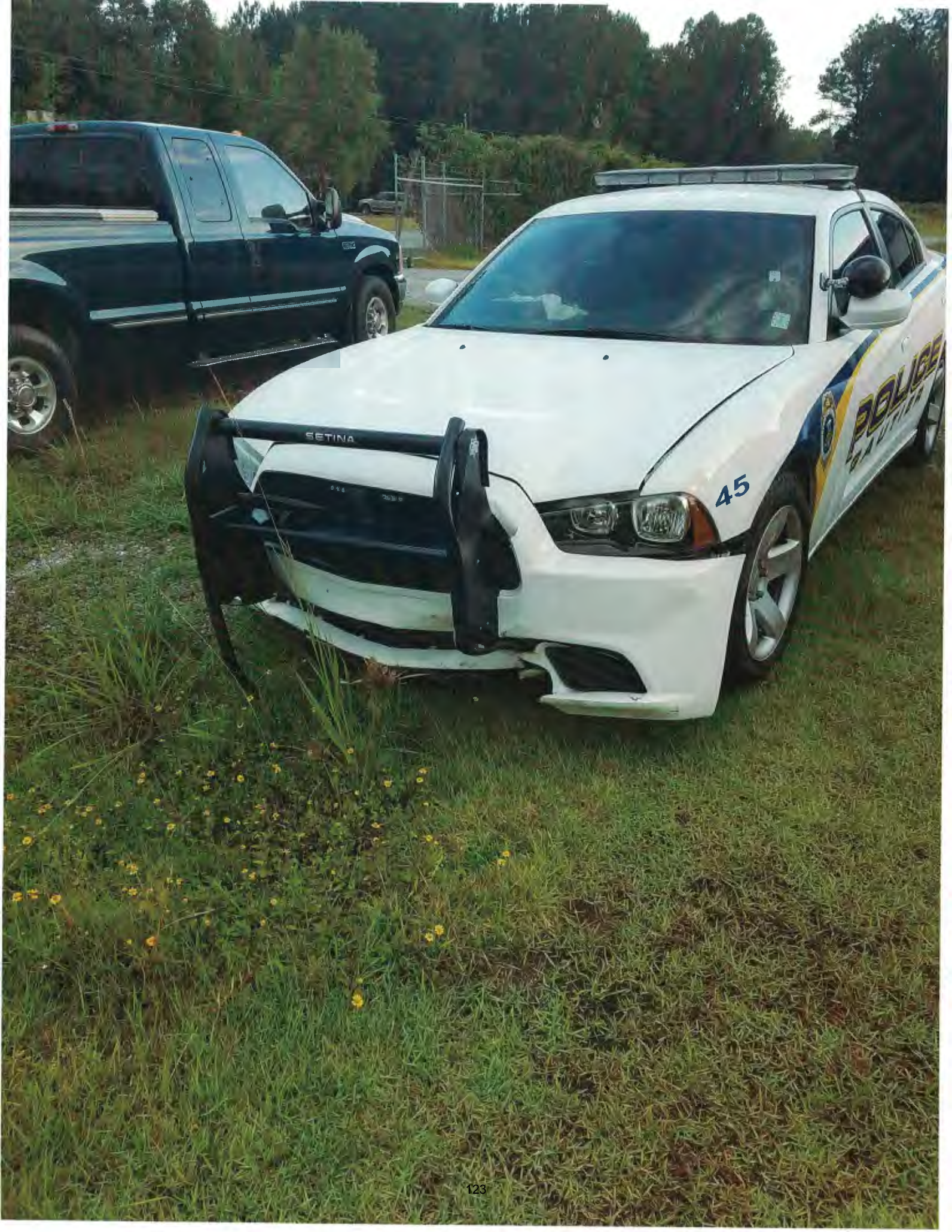
RECOMMENDATION:

Police Department staff recommends that City Council authorize the removal of the vehicle from inventory, removal from insurance coverage and authorize the vehicle to be used for parts until such time as they can be deemed surplus.

ATTACHMENT(S):

2014 Dodge Charger Photos

POLICE
45


SETINA
45

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

ORDER NUMBER 203-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the business landlord moving expenses and searching expenses totaling $2,770.00 to Warren A. Powell for the Martin Bluff Widening Project STP-9194-00(001) LPA/105069-801000 is hereby approved and authorized for payment.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Martin Bluff Road Widening Project - Approval and authorization to pay business landlord moving expenses and searching expenses totaling $2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:
The Grants & Projects Department requests that City Council approve and authorize payment for business landlord moving expenses and searching expenses totaling $2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:
This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:
This cost includes $2,500.00 for searching expenses (federal maximum) and $270.00 for actual cost moving expenses. Mr. Powell has removed his personal property from the parcel.

RECOMMENDATION:
The Grants & Projects Department recommends that City Council approve and authorize payment for business landlord moving expenses and searching expenses totaling $2,770.00 to Warren A. Powell for the Martin Bluff Road Widening Project.

The City Council may:
1) Approve the business landlord moving expenses and searching expenses totaling $2,770.00 for the Martin Bluff Road Widening Project; or
2) Not approve the business landlord moving expenses and searching expenses totaling $2,770.00 for the Martin Bluff Road Widening Project

ATTACHMENTS:
1. Right of Way Invoice

ROW-320

City of Gautier, Mississippi

Date September 14, 2017 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Warren A. Powell

Mortgagee N/A

Address P.O. Box 5336

Moss Point, MS 39563

Acquired By:		Nature of Title	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special			
Circuit		D.E.	
Supreme		84-01 RELOCATION	

TIN NO. 427-33-3049

Project No.	County	File No.
STP 9194-00-(001) LPA/105069-801000	Jackson	30-1 Warren A. Powell

Description	Amount
BUSINESS LANDLORD	
Moving Expenses - Actual Cost	$ 270.00
Searching Expenses	$ 2,500.00
IRS W-9 FORM SIGNED 04/06/16	
HOLD CHECK FOR RELOCATION AGENT	
MARTIN BLUFF ROAD WIDENING PROJECT	
TOTAL INVOICE	**$ 2,770.00**

Recommended For Payment

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

City of Gautier, Mississippi

By

Signature and Title

Paid By

Warrant No.

Req. No.

Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 Part. Code	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

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

RESOLUTION NUMBER 038-2017

WHERAS, the Gautier Mullet & Music Fest Committee has expressed the desire to have a fireworks show within the Gautier City Limits presented by Artisan Pyrotechnics, Inc. on Saturday, October 21, 2017 at its own expense for the benefit of the public; and

WHEREAS, the Mayor and Council of the City of Gautier are of the opinion that a fireworks show would be a proper celebration for the 2017 Gautier Mullet & Music Fest.

WHEREAS, the Fire Marshall recommends approval of the fireworks show within the Gautier City Limits.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows, to-wit:

The Gautier Mullet & Music Fest is hereby authorized to have a fireworks show on Saturday, October 21, 2017 at its own expense and for the benefit of the public at large. The Gautier Mullet & Music Fest Committee shall have total control and responsibility for all aspects of the fireworks show.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager or City Clerk is authorized to execute any and all documents.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/26/2017
Subject: Authorization for the 2017 Mullet & Music Fest to have a Fire Works Display.

REQUEST:
The Gautier Mullet & Music Fest Committee requests City Council authorization for the 2017 Gautier Mullet & Music Fest to have fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017.

BACKGROUND:
The 27th Annual Gautier Mullet and Music Fest will be held on Saturday, October 21st The free event features arts and craft vendors, live entertainment, heritage and educational displays, a children's area, classic cars, food booths, and the Mullet Toss. Fireworks have been added this year. The City has historically provided logistical support and security for this event.

DISCUSSION:
The 2017 Gautier Mullet Fest organizers has submitted a special event permit application requesting approval from the City of Gautier to have a fireworks show on October 21, 2017. Artisan Pyrotechnics, Inc. has submitted the required plot plan to the Gautier Fire Department for approval to obtain a permit for the fireworks display. Artisan Pyrotechnics, Inc. has submitted a Certificate of Liability Insurance listing the City of Gautier as an additional insured on its policy.

RECOMMENDATION:
City Staff recommends that City Council authorize the fireworks request by the Mullet Fest Committee to have fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017.

City Council may:

1) Approve the fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017;

2) Not approve fireworks show presented by Artisan Pyrotechnics, Inc. within the City Limits on Saturday, October 21, 2017.

ATTACHMENTS:
1. Fireworks Display Plan

Gautier Mullet and Music Festival fireworks display plot plan
Maximum 3" shells

Chief

Approved by Robert Jones, Gautier Fire Chief

09/11/2017

Date

CITY OF GAUTIER
SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:
Date of Event: October 21, 2017 Day or Week: Saturday Starting Time: dark AM/PM
Ending Time: dark 15 AM/PM Proposed Location of the Event: Singing River Mall
Describe the type of event to be conducted: fireworks display
Reason for Event, Demonstration or March:
Gautier Mullet and Music Festival

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

	(Street)	(Direction Turn)	(Street)
1.	NA		
2.			
3.			
4.			
5.			

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

Applicant Information:
Organization:
Name: Gautier Mullet and Music Festival (JanMcQuillen) Phone: (228) 627 - 1275
Address: PO Box 852 Gautier (City) MS (State) 39553 (Zip)
Type of Organization: Community Development (Religious, Civic, Social, Etc.) Profit: ___ Non-Profit Federal ID#___

Individual Making Application for Organization:
Name: Artisan Pyrotechnics, Inc. Phone (Home): (___) ___
Address: PO Drawer 250 Phone (Work): (601) 928 - 9454
City: Wiggins State: MS Zip Code: 39577
Position with Organization: ___

Individual(s) Responsible for keeping order and maintenance:
Name: Jan McQuillan Phone (H): (228) 627 - 1275 (W) (228) 215 - 0828
Name: Kenneth E. Manis, Jr. Phone (W): (601) 928 - 9454 (W) (985) 640 - 2578

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

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

Requirements of Applicant:
___ Security
___ Traffic Direction
___ Barricades
___ Set Up Barricades
___ Clean up During Event
___ Clean up After Event
___ Trash Receptacles/Bag
___ Staging
___ Fencing
_x_ Other Crowd control in pyro area

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

Applicant's Signature: [signature] Date: 9.7.17

Tricia Thigpen

From: Robert Jones <rjones@gautier-ms.gov>
Sent: Thursday, September 28, 2017 4:22 PM
To: tthigpen@gautier-ms.gov
Cc: crussell@gautier-ms.gov; dmccoy@gautier-ms.gov
Subject: Fireworks 2017 Mullet
Attachments: fireworks2017.pdf; Special Event Mullet Festival 2017.pdf

Good afternoon,

I have reviewed the "Plot Plan" for the fireworks display presented by Artisan Pyrotectnics, Inc. for the 2017 Mullet and Music Fest and found everything to be in order. Attached you'll find the signed "Plot Plan" signifying our approval and recommendation to City Council requesting their approval for the fireworks show. If I can be of any further assistance don't hesitate to contact me.

Respectfully,

Robert Jones, Fire Chief
City of Gautier
2502 College circle
228-497-1656

belk
MODERN. SOUTHERN. STYLE.

September 1, 2017

To Mullet Festival Organizers and the City of Gautier,

The Belk of Gautier, located at 2800 Hwy 90, Gautier, MS is granting permission to allow the fireworks activity to take place during the Mullet Festival in the month of October 2017.

Sincerely yours,

Store Manager

Terry Gray

228.522.0775

Terry_Gray@belk.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No):
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INS CO	41297
INSURER B: NATIONAL CAS CO	11991
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Artisan Pyrotechnics Inc
PO Box 250
Wiggins MS 39577

COVERAGES CERTIFICATE NUMBER: 848093696 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPS2507169	1/20/2017	1/20/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAO7760413	1/20/2017	1/20/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXS0008731	1/20/2017	1/20/2018	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
City of Gautier, Gautier Mullet & Music Festival, Inc., Belk of Gautier and Morrison Companies (Singing River Mall)for the Gautier Mullet Festival fireworks display on October 21, 2017 at the Singing River Mall, Gautier, MS.

CERTIFICATE HOLDER

Gautier Mullet & Music Festival, Inc.
Jan McQuillen, Representative
PO Box 852
Gautier MS 39553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gaetie Gaulman

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ARTISAN PYROTECHNICS
"Artistry in the Night"

Gautier 2017 Mullet Festival
October 21, 2017
PROGRAM A
List of Effects

LOW LEVEL

1 600'S R BROCADE CROWN Cannonade
1 10x10'S Variety Color Chrysanthemum with tail & Variety Crackling Crossette & Golden Crackling Chrysanthemum.
3 25 Shot Golden Rain
3 25 Shot Blue Peony with Silver Tail
3 25 Shot Red Plum
3 25 Shot Colorful Salute
3 8 x 3 Shot Fan Shaped Multi Color Peony.
3 8 x 3 Shot Fan Shaped Blue Chrys with Coconut Pistil
3 8 x 3 Shot Fan Shaped New Color Crossette
3 8 x 3 Shot Fan Shaped Crackling Crossette with Mine Tail
3 25 Shot Alternating Red to Silver To Blue Dahlia to Salute
3 25 Shot Pink Tail With Peony and Red Salute Tail
3 25 Shot Small Chrysanthemum Flower
3 25 Shot Red Tail With Happy Star
3 25 Shot Happy Star with Red Tail/Golden Crossette
3 25 Shot Blue & White with White Flashing
3 25 Shot Blue and Golden Dahlia
3 25 Shot Variety Crossette

1888 TOTAL INDIVIDUAL EFFECTS

MAIN BODY

Main Body 2.5 Inch Shells

72 Assortment of Shells to include Chrysanthemums with Flower Tail, Crackling with Flower Tail, Dahlia with Flowering Tail, Peony with Whistle, Time Rain with Whistle, & a Quick Salute Ending

72 Assortment of Shells to Include Silver Crackling Stars with Silver Tail, Brocade Crown Chrysanthemums, Coconut Trees, Purple & Green Chrysanthemums with Silver Lion Tail, Color Tail to Salute & Storm Rain

ARTISAN PYROTECHNICS
"Artistry in the Night"

Gautier 2017 Mullet Festival
October 21, 2017
PROGRAM A
List of Effects

72 Assortment of Shells to Include Silver Wave to Various Colors, Horse Tails, Peonies, Golden Chrysanthemums, Crackling Crossette Mine & Red Strobe

72 Assortment of Shells to Include Red Willow, Green Chrysanthemums, Red Coconut Tree, Green Peonies, Red Crossette & Happy Stars

72 Assortment of Shells to Include Peonies, Silver Whirl, Crossette, Peony with Salute, Crackling Coconut & Gold Strobe

72 Assortment of Shells to Include Colored Chrysanthemums, Colored Crackling Crossette, Gold Crackling Chrysanthemum Flower & Titanium Salute

72 Assortment of Shells to Include Color Changing Peony, Brocade Crown, Silver Coconut Tree, Willow, Crackling Coconut Tree & Gold Strobe

72 Assortment of Shells to Include Silver Lion & Red Silver Chrysanthemum, Happy Stars, Brocade Crown Chrysanthemum, Peonies, Crackling Coconut, & Peony with Coconut Tree

72 Assortment of Shells to Include Red Chrysanthemum, Multicolor Crackle, Glittering, Comet, Whistle, & Titanium Salute

648 TOTAL MAIN BODY 2.5 INCH SHELLS

Main Body 3 Inch Shells

80 Special shells, including but not limited to: Purple Chrysanthemum, Green to Yellow Peony, Red Diadem, Silver Crown, Golden to Blue Peony, Red Dahlia, White Twinkling Chrysanthemum, Brocade Crown, Crackling Willow, Diadem Chrys to Strobing.

40 Deluxe special effect shells, including but not limited to: Green and Crackling Star, Silver Crown with Red Stars, Silver Peony with Blue Comets, Crackling Effect, Red Ring with Green Heart.

120 TOTAL MAIN BODY 3 INCH SHELLS

ARTISAN PYROTECHNICS
"Artistry in the Night"

Gautier 2017 Mullet Festival
October 21, 2017
PROGRAM A
List of Effects

GRAND FINALE

Grand Finale 2.5 Inch Shells

36 Deluxe Titanium Heavy Reports specifically designed for loud. audible effect

36 TOTAL FINALE 2.5 INCH SHELLS

Grand Finale 3 Inch Shells

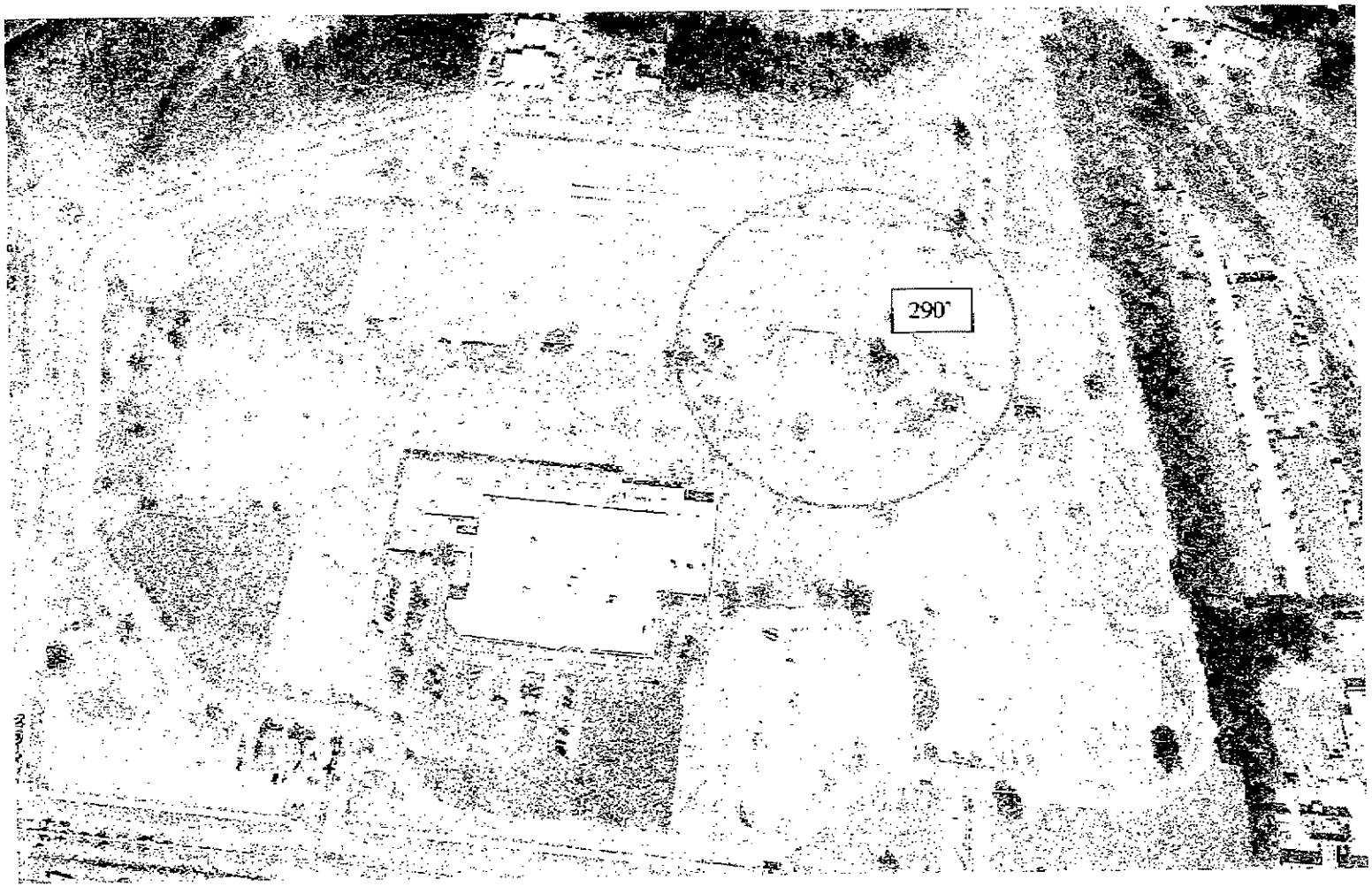
60 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored Peonies and Chrysanthemums.

60 TOTAL FINALE 3 INCH SHELLS

96 TOTAL FINALE SHELLS
864 TOTAL DISPLAY SHELLS
2752 TOTAL DISPLAY EFFECTS

PROGRAM A

ARTISAN PYROTECHNICS, INC. RESERVES THE RIGHT TO SUBSTITUTE ANY OF THE ABOVE LISTED SHELLS WITH THOSE OF EQUAL VALUE.



Gautier Mullet and Music Festival fireworks display plot plan
Maximum 3" shells

Approved by Robert Jones, Gautier Fire Chief

Date

U. S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

[redacted]

[redacted] See "WARNINGS" and "NOTICES" on reverse

Director, FEL Correspondence To	ATF - Chief, FEL 244 Meade Road Martinsburg, WV 25405-9431	License/Permit Number	1-MS-131-54-0F-00529
Chief, Federal Explosives Licensing Center	Christopher R. Reeves	Expiration Date	June 1, 2020

Name
ARTISAN PYROTECHNICS INC

Premises Address (Changes? Notify the FEL Chief two days before the move.)
82 GRACE RD
WIGGINS, MS 39577-

Type of License or Permit
54-USER OF EXPLOSIVES

Terms and Conditions Statement

[redacted]

Mailing Address (Changes? Notify the FEL Chief at the address above.)
ARTISAN PYROTECHNICS INC
PO BOX 250
WIGGINS, MS 39577-

President
Licensee/Permittee, Responsible Person Signature — Title

Kenneth E. Manis, Jr. — 9/7/2017
Printed Name — Date

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Meade Road Martinsburg, WV 25405-9431	Telephone Inquiries Center (TIC) The Number Email: FELC@atf.gov	(877) 283-3352 [redacted] ATF Homepage www.atf.gov

Change of Address [redacted] **The Chief, FELC shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.**

Right of Succession [redacted] **Chief, FELC** [redacted]

Federal Explosives License/Permit (FEL) Information Card

Licensee/Permittee: ARTISAN PYROTECHNICS INC

Premises Name:

License/Permit Number: 1-MS-131-54-0F-00529

License/Permit Type: 54-USER OF EXPLOSIVES

Expiration: June 1, 2020

Place Along Your Explosives Inventory Record of Explosives

STATE OF MISSISSIPPI

HOLD HARMLESS AGREEMENT

I, Kenneth E. Manis, Jr., as legal representative of Artisan Pyrotechnics, Inc., agree to save and hold harmless and indemnify the 2017 Gautier Mullet & Music Festival, Inc., its officials and/or its employees from any and all liability, and any losses, damages, costs, suits and judgments on account of injuries or property damage resulting from activities related to the event of the above mentioned organization or individual.

Kenneth E. Manis, Jr.
President

Notary

RSTAC SCOTT

4-8-17

Date

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

ORDER NUMBER 204-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. – 5:00 P.M. is hereby approved.

Silver Sponsor - $1000.00 by Keesler Federal Credit Union
Bronze Sponsor - $500.00 by Acadian
Bronze Sponsor - $500.00 by Engel Electric
Patron Sponsor - $250.00 by Foster's Air
Gold Sponsor - $2,000.00 by Mallette Brothers

IT IS FURTHER ORDERED these monetary donations are in the best interest of the City of Gautier.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/26/2017
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

---

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2017 11:00 A.M. - 5:00 P.M.

BACKGROUND:

The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place October 1, 2017 from 11 a.m. – 5 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

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

1.Silver Sponsor $1,000.00- Keesler Federal Credit Union
2.Bronze Sponsor $500.00- Acadian
3.Bronze Sponsor $500.00- Engel Electric
4.Patron Sponsor $250.00- Foster's Air
5. Gold Sponsor $2,000.00 - Mallette Brothers

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENTS:

1. Sponsorship Checks

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

106051

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

HANCOCK BANK
PASCAGOULA, MISSISSIPPI

85-368/655

9/20/2017

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

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

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

FOSTER'S AIR CONDITIONING AND HEATING, INC.

MEMO cruisin the coast donation

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

Details on back. Security Features Included. SAFEGUARD SECURE

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

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

85-7758/2655

CHECK # 02-0101415270

DATE
09/20/17

$1,000.00

PAY ** One Thousand and 00/100 DOLLARS **

NOT VALID IF 90 DAYS AFTER ISSUE

TWO SIGNATURES REQUIRED IF OVER $25,000

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

Authorized Signature

Acadian Ambulance Service

P. O. BOX 98000 LAFAYETTE, LA 70509-8000
PHONE 800-259-3333

JPMORGAN CHASE BANK, N.A.
Baton Rouge, LA 70801
84-13 / 654

DATE	9/15/2017	CHECK NUMBER	2005087

AMOUNT	$500.00

PAY Five hundred and 00 / 100 Dollars Only **********

PAY TO THE ORDER OF

CITY OF GAUTIER
P.O. BOX 670
GAUTIER MS 39553

Acadian Ambulance Service
R.E. Turnbley
David L. Kelly

[redacted]

ENGEL ELECTRIC LLC
PH. 228-219-6753
7 DAVIS BAYOU RD.
OCEAN SPRINGS, MS 39564

B5-7112/2653

2245

DATE 9/14/17

Shield℠

PAY TO THE ORDER OF City of Gautier $ 500

five hundred dollars DOLLARS

Security Features Included Details on Back.

END-STUB DOC SAFETY PAPER

FIRST FEDERAL

Post Office Box 1170
3905 Blenville Blvd.
Ocean Springs, MS 39566-1170

MEMO

[redacted]

MP

MALLETTE BROTHERS CONSTRUCTION CO., INC.

Remittance Advice

Check: 71694
Date: 09/28/17
Amount: 2,000.00

Paid by: Mallette Brothers Construction
Paid to: CITY OF GAUTIER

Our Account #:
Vendor Code: 17057

Inv. Date	Invoice No.	Job Number	Inv. Amount	Discount	Amount Paid	Retention	Remarks
09/28/17	CRUISIN' 2017		2,000.00	0.00	2,000.00	0.00	
	Check Totals		**2,000.00**	**0.00**	**2,000.00**	**0.00**	

DETACH AND RETAIN THIS STATEMENT

MERRILL CORPORATION

FMDC-CON 98001 10/98

WARNING: THIS DOCUMENT HAS A COLORED BACKGROUND AND A WATERMARK - VERIFY FOR AUTHENTICITY

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

HANCOCK BANK
PASCAGOULA, MISSISSIPPI
85-368
655

DATE	CHECK NO.
09/28/17	071694

71694

PAY **TWO THOUSAND AND XX / 100 DOLLARS

$ **2,000.00

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

MALLETTE BROS. CONSTRUCTION CO., INC.

MP

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

ORDER NUMBER 205-2017

WHEREAS the Mayor and Members of the Council of the City of Gautier, Mississippi find it is in the best interests of the City to accept donated funds from Merchants and Marine Bank in the amount of $1750.00 for use as prize money for the Art Division of the Mississippi Masterpieces Art and Songwriting Contest;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to accept donated funds from Merchants and Marine Bank in the amount of $1750.00 for use as prize money for the Art Division of the Mississippi Masterpieces Art and Songwriting Contest;

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into the attached agreement with Merchants and Marine Bank relating to the display of the winning art pieces;

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/26/2017
Subject: Authorization to accep a donation and authority to enter into agreement with Merchants and Marine Bank for Mississippi Masterpieces Art and Songwriting Contest.

REQUEST:
The Grants & Projects Department requests authorization to accept a donation of $1,750.00 from Merchants and Marine Bank and approve entering into the attached agreement regarding same.

BACKGROUND:
The Mississippi Masterpieces Art and Songwriting Contest is being hosted by the City of Gautier in celebration of the state's bicentennial. The contest and its final event, the Mississippi Masterpieces Bicentennial Celebration of the Arts, are meant to explore and celebrate the history and culture of our state's 200 years.

The art division has a youth (13-17 years old) and an adult category (18+). In the art division, the adult purchase prize is $1,250, and the youth purchase prize is $500. Merchants and Marine Bank is donating $1,750 to the City for the purpose of the prizes. Merchants and Marine Bank will be allowed to display the winning prizes pursuant to the attached agreement.

Mississippi Masterpieces culminates with its final bicentennial event on Nov. 10, 2017, at the Gautier Convention Center from 6 p.m. to 9 p.m. There will be a juried art show, performances by the winning songwriters, a featured musician, and readings of famous Mississippi authors' works. There will also be a special appearance and reading by former Mississippi Supreme Court Justice Randy Pierce, a Greene County native and novelist.

DISCUSSION:
This agreement is required for the donation of purchase prize funds by Merchants and Marine Bank.

RECOMMENDATION:
The Grants & Projects Department recommends that the City Council authorize entering into an agreement with Merchants and Marine Bank relating to donation of funds for Mississippi Masterpieces Art and Songwriting Contest.

The City Council may:
1) Authorize acceptance of the donation and approve entering into the attached agreement with Merchants and Marine Bank; or
2) Not authorize acceptance of the donation and approve entering into the attached agreement with Merchants and Marine Bank.

ATTACHMENTS:
1. Proposed Agreement

AGREEMENT BETWEEN THE CITY OF GAUTIER AND MERCHANTS AND MARINE BANK RELATING TO DONATION OF FUNDS FOR MISSISSIPPI MASTERPIECES ART AND SONGWRITING CONTEST

WHEREAS, the City of Gautier (hereinafter, "the City") is hosting an art contest during the Mississippi Masterpieces Art and Songwriting Contest (hereinafter, "the art contest"); and

WHEREAS, there will be two categories of winners in the art contest, an adult winner ($1250.00) and a child winner ($500.00); and

WHEREAS, the City requires funds to provide to the winner of each category; and

WHEREAS, Merchants and Marine Bank (hereinafter, "M&M") desires to donate the funds necessary to pay the winner of each category; and

Pursuant to the above, the City of Gautier and Merchants and Marine Bank agree to the following terms:

1. Merchants and Marine Bank agrees to donate to the City one thousand seven hundred fifty dollars ($1750.00) to be used solely for the purpose of paying the adult and child winners of the art contest.
2. The City of Gautier accepts the donation of these funds, as acceptance is in the best interests of the City.
3. The winners of the adult and child art categories will be determined by a panel of judges. M&M specifically declines to appoint a representative to the panel.
4. The winning artwork will be displayed at the Gautier branch of M&M following the art contest.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and all transactions shall be in accordance with the laws of the State of Mississippi.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of _____, 2017.

Merchants and Marine Bank	City of Gautier, MS
_____	_____
	Paula Yancey, City Manager

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

RESOLUTION NUMBER 039-2017

WHEREAS, the Gautier Mullet & Music Fest Committee has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services from the Recreation Department, Human Resources Department and Police Department, for the 27th Annual Gautier Mullet &Music Fest to be held Saturday, October 21st 9:00 A.M. – 9:00 P.M.

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that this event is a community and/or social service program.

WHEREAS, the Mullet Fest is a 501(c) 3 entity.

WHEREAS, the Mayor and Members of the Council have determined that the donation of in-kind services have been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

SECTION 1. in-kind services are hereby authorized for the Police Department to provide four (4) full-time officers totaling approximately 48 hours for security and traffic direction; Estimated costs will equal $960.00; and

SECTION 2. in-kind services are hereby authorized for the Recreation Department and Human Resource Department estimated costs is approximately $1,583.00 in in-kind costs for the requested materials, approximately 78 hours of labor (4 employees), and the use of equipment; and

SECTION 3. the total estimated costs for in-kind services is $2,543.00 and estimated 126 hours. The organization's operating budget is over $40,000.00, their contribution to the event through sponsorships, vendor fees and sales will exceed the amount of City's in-kind services; and

SECTION 4. the City Manager or City Clerk is authorized to execute any and all documents necessary.

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/27/2017
Subject: 2017 Gautier Mullet & Music Fest In-kind Contribution Request

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REQUEST:
The Recreation Department requests City Council authorization for in-kind support services to be provided by the City for the Gautier Mullet & Music Fest event scheduled for October 21, 2017.

BACKGROUND:
The 27th Annual Gautier Mullet and Music Fest will be held on Saturday, October 21st The free event features arts and craft vendors, live entertainment, heritage and educational displays, a children's area, classic cars, food booths, and the Mullet Toss. Fireworks have been added this year. The City has historically provided logistical support and security for this event. The Mullet Fest is a 501(c)3 entity.

DISCUSSION:
The Mullet Fest organizers have submitted a special event permit application requesting the following:

•Security and Traffic Direction
•Security/Law Enforcement Equipment
•Barricades and Set-up of Barricades
•Clean-up After the Event
•Trash Receptacles/Bags
•Staging and Fencing

The Police Department estimates that their in-kind contribution will equal $960.00 based on four (4) full-time officers providing approximately 48 hours. The Recreation Department along with the Human Resource Department estimates approximately $1,583 in in-kind costs for the requested materials, approximately 78 hours of labor (4 employees), and the use of equipment. According to the organization's operating budget of over $40,000.00, their contribution to the event through sponsorships, vendor fees and sales will exceed the amount of the City's donation.

RECOMMENDATION:
City Staff recommends that City Council authorize the in-kind services requested by the Mullet & Music Fest Committee as the City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier. City Council may
1) Approve the in-kind contributions for the 2017 Gautier Mullet & Music Fest as requested;
2) Approve a different level of in-kind support; or
3) May decline to authorize in-kind support to the festival this year

ATTACHMENTS:
1. Special Event Request

GAUTIER
MISSISSIPPI
Nature's Playground

CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:
Date of Event 10/21/2017 Day or Week Saturday Starting Time 9:00 (AM)/PM
Ending Time: 9:00 AM/(PM) Proposed Location of the Event: Dolphin Dr. Gautier, Ms
Describe the type of event to be conducted: Community Festival
Reason for Event, Demonstration or March:
Promoting Gautier

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

	(Street)	(Direction Turn)	(Street)
1.	Dolphin Drive	North	to Gautier-Vancleave Rd
2.	William Payne	East	to Roundabout
3.			
4.			
5.			

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

Applicant Information:
Organization:
Name: Gautier Mullet & Music Festival Phone: (228) 215-0828
Address: PO Box 852, Gautier Ms 39553
City State Zip
Type of Organization: Social Profit: X Non-Profit Federal ID#
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: Jan McQuillen Phone (Home): (228) 627-1275
Address: 1209 Lagrange Dr. Phone (Work); ( ) -
City: Gautier State: Ms Zip Code: 39553 -
Position with Organization: Chairman

Individual(s) Responsible for keeping order and maintenance:
Name: Phone (H): ( ) - (W) ( ) -
Name: Phone (W): ( ) - (W) ( ) -

FOR OFFICE USE ONLY
Date Rec'd: 7/12/17 Received By: Brandy Bay
Event has been: Approved: Disapproved:
Approval/Disapproval Authority
Date:

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

Requirements of Applicant:

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

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

Applicant's Signature: Jan McQuillen Date: 7/11/17

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

RESOLUTION NUMBER 040-2017

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI AUTHORIZING THE USE OF THE GAUTIER CONVENTION CENTER BY THE CITY OF GAUTIER

WHEREAS, the Jackson County is the owner of the Gautier Convention Center; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

WHEREAS, the City of Gautier will be hosting the South Mississippi Special Needs Organization (SNO) Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast on October 27, 2017;

WHEREAS, the City of Gautier would like to request from Jackson County the use of the Gautier Convention Center on October 27, 2017;

WHEREAS, SNO is a volunteer, non-profit organization that is comprised of parents, family members, educators, service providers, and those who have interests in specific disabilities;

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests that the Jackson County Board of Supervisors waive all fees associated with the use of the Gautier Convention Center on October 27, 2017, and permit the City of Gautier to host the South Mississippi Special Needs Organization (SNO) Halloween Dance at the Gautier Convention Center for citizens with disabilities along the Mississippi Gulf Coast City.

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

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

NAYS: **None**

_____

MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/27/2017
Subject: Resolution of the City of Gautier requesting Jackson County Board of Supervisors authorize the use of the Gautier Convention Center on October 27, 2017.

REQUEST:
The Recreation Department is requesting approval of a resolution requesting Jackson County Board of Supervisors waive all fees associated with the rental of the Gautier Convention Center on October 27, 2017.

BACKGROUND:
The City of Gautier has partnered with South Mississippi Special Needs Organization (SNO) to host a Halloween Dance for citizens with disabilities along the Mississippi Gulf Coast. The dance will take place on October 27, 2017.
.

DISCUSSION:
SNO is a volunteer, non-profit organization that is comprised of parents, family members, educators, service providers, and those who have interests in specific disabilities. The organization serves families of the Mississippi Gulf Coast who have a loved one with intellectual, developmental, or a specific learning disability, offering support and family resources. The City is excited about our new partnership with this organization and looks forward to hosting such a worthwhile event.

RECOMMENDATION:
The Recreation Department recommends that City Council authorize a resolution be sent to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 27, 2017.

City Council may:

1. Approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 27, 2017; or

2. Not approve the City to send a resolution to the Jackson County Board of Supervisors requesting all fees be waived for the Gautier Convention Center on October 27, 2017.

ATTACHMENTS:
1. City of Gautier request to JCBOS (SNO) Fact Sheet

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

ORDER NUMBER 206-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 09/27/2017
Subject: Acceptance of a Mississippi Gulf Coast National Heritage Area Program Grant for Shepard State Park Historic Log Cabin Welcome Center Project

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REQUEST:
The Grants and Projects Department requests that the Gautier City Council authorize entering into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

BACKGROUND:
A two-story historic log cabin known as the “Wilson House” was donated to the city by Mr. Brian Britt. The building was originally constructed in the early 1920's alongside US Highway 49 in Gulfport, Mississippi. The structure was built by Walter Alfred Cox and became the homestead of Clark Wilson and his wife, Marjorie Welch Wilson. The 3,000-square-foot cabin is made of southern yellow pine logs, and it has been relocated to Shepard State Park to be used as a welcome center and general store for campers. Tidelands fully funded Phase I of the project.

DISCUSSION:
The mission of the Mississippi Gulf Coast National Heritage Area is to tell the coast’s nationally significant story to residents and visitors through activities and partnerships that celebrate the unique history, people, traditions and landscapes of South Mississippi. Grants are awarded in amounts between $500 and $50,000. The City has been awarded $8,000 to help with architectural/engineering fees associated with Phases II and III of the log cabin project. The required local match ($22,000) will come from Tidelands funds.

RECOMMENDATION:
The Grants and Projects Department recommends that the City Council authorize entering into a sub-grant agreement with the Mississippi Department of Marine Resources to accept a Mississippi Gulf Coast National Heritage Area Program Grant for the Shepard State Park Historic Log Cabin Welcome Center Project.

City Council may:
1) Authorize entering into a sub-grant agreement as outlined above; or
2) Not authorize entering into a sub-grant agreement.

ATTACHMENTS:
1. Award letter and sub-grant agreement

STATE OF MISSISSIPPI
Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Jamie M. Miller, Executive Director

September 26, 2017

Ms. April Havens
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

RE: Sub-Grant Agreement # HCG-2017-009

Dear Ms. Havens,

Enclosed you will find two originals sub-grant agreements for the City of Gautier "Shepard State Park Historic Log Cabin Welcome Center" Project.

Please return one signed original to the following contact and address listed below and the other is for your grant file.

Mississippi Department of Marine Resources
Attention: Dr. Kimberly Rasmussen
Grants Management Bureau
1141 Bayview Avenue
Biloxi, MS 39530

Again, congratulations on helping preserve our cultural heritage in this region and we look forward to working with the City of Gautier during the coming year.

Sincerely,

Rhonda Price
Mississippi Gulf Coast National Heritage Area
Director
Rhonda.price@dmr.ms.gov
(228) 523-4150

STATE OF MISSISSIPPI
Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Jamie M. Miller, Executive Director

SUB-GRANT AGREEMENT

Mississippi Department of Marine Resources
and
City of Gautier

Sub-Grant #HCG-2017-009

This document is a Sub-Grant Agreement ("Agreement") between the Mississippi Department of Marine Resources ("MDMR") and City of Gautier ("SUB-GRANTEE", and together with MDMR, the "Parties", and each a "Party") to provide grant funds for the Work specified in SUB-GRANTEE's Request for 2017 Funding Application which is incorporated herein by reference. The grant funds provided by this Agreement are made available from funds provided by the United States Department of the Interior/National Park Service ("USDOI/NPS") pursuant to Cooperative Agreement Number P11AC91073 between the USDOI/NPS and the MDMR for the purpose of preserving and interpreting the natural, cultural, historical, scenic and recreational resources in the Mississippi Gulf Coast National Heritage Area.

SUMMARY

CFDA:	15.939
Project:	City of Gautier – Shepard State Park Historic Log Cabin Welcome Center
Award Amount:	$8,000
Term:	October 2, 2017 to September 28, 2018

1141 Bayview Avenue • Biloxi, MS 39530-1613 • Tel: (228) 374-5000 • www.dmr.ms.gov
An Equal Opportunity Employer

Section 1 - Project Description and Budget

Under this Agreement, MDMR agrees to disburse funds in the maximum amount of Eight Thousand Dollars and 00/100 Cents ($8,000.00, the "Funds") to SUB-GRANTEE in accordance with the terms herein to pay the costs associated with SUB-GRANTEE's implementation of the project entitled "City of Gautier – Shepard State Park Historic Log Cabin Welcome Center" ("Project"). Attached hereto and made a part hereof is Attachment "A", the SUB-GRANTEE'S Sub-Grant Application and Attachment "B", the approved Statement of Work ("SOW") and Detailed Budget ("Budget"). SUB-GRANTEE hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the "Work") comprising the Project, all in accordance with the SOW and Budget.

Section 2 - Reporting Requirements

2.1 **Activity Reports.** In compliance with the USDOI/NPS reporting requirements, the SUB-GRANTEE must provide written quarterly activity reports to the MDMR summarizing work undertaken, in progress, or completed. The first quarterly report is due thirty days after December 31, 2017. Subsequent reports are due thirty days after the end of each quarter. SUB-GRANTEE must provide a notice of completion and a final report within 30 days of the end of the project. The final report is required before final payments will be made. Reports must be delivered to:

The Department of Marine Resources
Attn: Rhonda Price
Office of Coastal Restoration and Resiliency
1141 Bayview Avenue, Suite 202
Biloxi, MS 39530
OR
grants@dmr.ms.gov

Reporting Due Dates:

Quarterly Reports

Reporting Period	Due Date
10/2/17 - 12/31/17	1/30/2018
1/1/2018 - 3/31/18	4/30/2018
4/1/18 - 6/30/18	7/30/2018
7/1/18 - 9/28/18	10/28/2018

Final Report

Reporting Period	Due Date
10/2/17 - 9/28/18	10/28/2018

2.2 **Report Contents.** Quarterly reports using a form designated by MDMR, an example of which is attached hereto as Attachment "C" and must include:

A. Project objectives;

B. Activities completed and date of completion; and,

C. Problems or unanticipated events encountered and their impact on the plan for implementation.

2.3 **Final Reports.** When SUB-GRANTEE has fully and completely performed all the Work included in the SOW, SUB-GRANTEE shall transmit to the MDMR a comprehensive report, along with the corresponding results (the "Final Project Report") using a form designated by MDMR, an example of which is attached hereto as Attachment "C" and a full accounting of the funds disbursed to it hereunder as compared against the Budget (the "Grant Financial Report") using a report form designated by MDMR, an example of which is attached hereto as Attachment "C". The Final Project Report and Grant Financial Report are hereinafter referred to collectively as the "Final Reports". As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by SUB-GRANTEE to the MDMR as soon as practicable after SUB-GRANTEE reaches a determination that is has fully and completely performed all the Work. Within thirty (30) days of receiving the Final Report, the MDMR will provide SUB-GRANTEE written approval of the Final Reports or provide written guidance for recommendations to be made to the Final Reports so that written approval may be granted. Upon approval of the Final Reports by the MDMR, final payment to SUB-GRANTEE will be processed in accordance with Section 6 of this Agreement.

Section 3 - Period of Performance

The period of performance shall commence October 2, 2017 and shall end by September 28, 2018 ("Period of Performance"). The SUB-GRANTEE agrees to complete all Work included in the SOW within this Period of Performance.

Section 4 - Expenditure Commitment

The SUB-GRANTEE commits to expeditiously expend the Funds provided by this Agreement exclusively for the completion of the tasks included in the SOW.

Section 5 - MATCHING CONTRIBUTIONS

SUB-GRANTEE agrees to provide matching funds as listed in the SOW and/or Budget. Matching contributions may begin to be made before the date of this Agreement, but there must be a significant overlap between the time period of the matching contributions and the time period of the Sub-Grant award. SUB-GRANTEE is required to provide verifiable documentation to the MDMR that matching funds have been spent and that matching in-kind contributions have been received. All documentation submitted for matching funds must correspond with the Project's SOW.

Section 6 - CONSIDERATION AND PAYMENT

Payment. As consideration for the Work performed under the SOW, the MDMR agrees to pay SUB-GRANTEE an amount not to exceed $8,000.00.

How Payments Are Requested. SUB-GRANTEE may request payment of Funds hereunder for Project costs already paid or incurred by SUB-GRANTEE (such requests, "Reimbursement Requests"). Funds are provided only after project costs are incurred and paid for by SUB-GRANTEE. To request reimbursement, SUB-GRANTEE must submit a progress report and documentation of paid expenses and matches including receipts, paid invoices and copies of checks. Documentation of in-kind contributions must be itemized to show the amount and value of contributed labor, services, and materials.

SUB-GRANTEE shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions.

1. SUB-GRANTEE may make Reimbursement Requests no more frequently than once monthly and no less frequently than quarterly during the Period of Performance of this Agreement within 30 days after the end of the month in which the work occurred, and such Reimbursement Requests shall be submitted separately for the period ending June 30 of any year during the Period of Performance. To receive payment for a Reimbursement Request, SUB-GRANTEE must submit to the MDMR a written request, substantially in a report form designated by MDMR, an example of which is attached hereto as Attachment "C", and a certification that the expenditures and matching contributions reported are accurate, legitimate, and necessary for the accomplishment of the Project. The request for payment shall reference the activity in the Grant Application to which the expenditure relates. All expenditures shall be made in accordance with the SOW and Budget.

2. All requests for reimbursement must be itemized according to the budget line items specified in the Budget. SUB-GRANTEE shall act in good faith and make reasonable

efforts to maintain documentation supporting all Sub-Grant expenses and to avoid exceeding the amounts listed in the Budget. If necessary to accomplish the purpose of the Project, the budgeted cost categories may be exceeded provided that SUB-GRANTEE shall not exceed any cost category by more than 10% of the budget total. If SUB-GRANTEE determines that an expense might exceed the allowable 10% of the budget total, SUB-GRANTEE must obtain written approval from MDMR prior to incurring the expense. In no event shall the full Sub-Grant Agreement value be exceeded unless authorized by an amendment to the Sub-Grant Agreement.

3. A request for prior approval of any budget revision will be in the same budget format SUB-GRANTEE used in its application and shall be accompanied by a narrative justification for the proposed revision. A request for prior approval by SUB-GRANTEE must be submitted in writing to the MDMR. MDMR will promptly review such request and shall approve or disapprove the request in writing. MDMR will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to MDMR. If the revision requested by SUB-GRANTEE would result in a change to MDMR's approved project which requires Federal prior approval, MDMR will obtain the Federal agency's approval before approving SUB-GRANTEE'S request.

4. Allowable costs will be determined in accordance with 2 CFR 200, in its entirety.

5. MDMR must approve or deny with cause the pay request within 30 days of the pay request's date. If the MDMR denies with cause the pay request, then it will submit a written explanation to SUB-GRANTEE outlining the reasons for denial and proposed methods to cure. If the MDMR denies with cause only part of the pay request, it must include the written explanation for the denied portions.

6. Any Funds that are paid by the MDMR to the SUB-GRANTEE that are not necessary for the completion of the Project, or do not fall within the SOW, must be promptly returned to the MDMR.

Advance Payment. This is a reimbursement grant. Requests for advance payment may be considered on a case-by-case basis and made with additional stipulations and are not guaranteed.

Payment Processing. The MDMR makes payments within forty-five (45) days of the approval of the request for reimbursement or as otherwise required by law. Payment will not be made for services performed before the execution or after expiration of this Agreement.

How Payments Are Made. The MDMR makes payments electronically through the State's Accounting System. Payments are deposited into SUB-GRANTEE's chosen bank account. The

MDMR may require SUB-GRANTEE to electronically submit pay requests and supporting documentation. SUB-GRANTEE understands that the MDMR is exempt from paying taxes.

Defective and Incomplete Work. SUB-GRANTEE understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-GRANTEE shall remain responsible for performance in strict compliance with this Agreement. If the MDMR rejects, condemns or fails to approve any part of the Work, it may issue a Notice to Cure in accordance with Section 15.1.

Section 7 - Financial Management and Compliance

The MDMR requires that SUB-GRANTEE have in place, prior to the receipt of Funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to the MDMR, SUB-GRANTEE shall redact all information reflecting a person's home address, children, dates of birth, financial account numbers, and credit card numbers. SUB-GRANTEE and any employees or contracted parties of SUB-GRANTEE are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-GRANTEE shall review any such pay request for same, clearly indicating the actual expense and the adjustment, if any.

SUB-GRANTEE certifies that all information provided to the MDMR or its representative as part of the risk assessment for this Project is complete and accurate. SUB-GRANTEE agrees to submit to and cooperate with the MDMR in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all Funds.

Section 8 - Outreach Requirements

SUB-GRANTEE shall fulfill the requirements of the Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements attached hereto as Attachment "D".

Section 9 - Special Conditions

SUB-GRANTEE shall be bound to MDMR by all terms and conditions of this Agreement and, except as otherwise provided herein, by all terms and conditions of the USDOI/NPS and MDMR Cooperative Agreement Number P11AC91073, which is incorporated by reference into this Agreement, and is an integral part of this Agreement. An electronic and/or hard copy of the

USDOI/NPS and MDMR Cooperative Agreement Number P11AC91073 can be obtained by contacting the MDMR representative listed in Section 19.16. Upon receipt of request, a copy will be sent promptly to SUB-GRANTEE. SUB-GRANTEE shall assume toward MDMR all the obligations and responsibilities which MDMR, through the USDOI/NPS and MDMR Cooperative Agreement Number (including all Modifications) assumes towards USDOI/NPS. In addition, SUB-GRANTEE shall comply with all applicable requirements of: 2 CFR, Part 200 and 1402, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 CFR, Part 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"; and, 2 CFR, Part 180 and 1400, "Non-Procurement Debarment and Suspension". SUB-GRANTEE shall perform all Work in strict accordance with this Agreement.

The Parties expect that SUB-GRANTEE will complete all Work included in the SOW while staying within the confines of their Budget. The overall total request for reimbursement is not to exceed the maximum amount as defined in Section 6 of this Agreement.

If, at any time during the Period of Performance (as defined in Section 3 of this Agreement), SUB-GRANTEE determines, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the total listed in the Budget, SUB-GRANTEE shall notify MDMR immediately in writing.

Additional conditions include:

1. SUB-GRANTEE must comply with the SOW and Budget included in the Sub-Grant Application and any subsequent modifications approved by the MDMR. Refer to Section 6 for terms and conditions on Consideration and Payment.

2. SUB-GRANTEE agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project.

3. SUB-GRANTEE hereby agrees that the Work performed for which the funds are awarded shall constitute a fully completed Project upon conclusion.

4. SUB-GRANTEE shall submit to the MDMR a copy of any executed contracts regarding this Project prior to expending any funds provided by this Agreement for costs incurred in the performance of those contracts.

5. SUB-GRANTEE shall build to applicable local codes and ordinances and recommended FEMA flood elevations.

Section 10 - FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

SUB-GRANTEE shall comply with and all activities under this Agreement and shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified. This requirement includes, but is not limited to:

1. Federal, State and Local environmental laws and regulations;
2. Federal, State and Local procurement laws and regulations;
3. The National Historic Preservation Act of 1966, as amended;
4. Secretary of Interior Standards;
5. The Native American Graves Protection and Repatriation Act;
6. The National Environmental Policy Act;
7. The Americans with Disabilities Act;
8. Title IV of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*);
9. Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601, *et seq.*);
10. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 -1683, 1685-1686);
11. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107);
12. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
13. Section 106 (g) of the Trafficking Victims Protections Act of 2000, as amended (22 U.S.C. § 7104(g));
14. The Fair Labor Standards Act (29 U.S.C. 201, *et seq.*); and,
15. The Drug Free Workplace Act of 1988 (41 U.S.C. 81, *et seq.*).

SUB-GRANTEE is responsible for compliance with State procurement regulations in the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the Work in the SOW.

Section 11 - CERTIFICATIONS

The SUB-GRANTEE certifies the following:

11.1 **Representation Regarding Gratuities.** SUB-GRANTEE has not violated, is not violating, and promises that it will not violate any prohibition against gratuities as provided under Federal or State Law.

11.2 **Representation Regarding Contingent Fees.** SUB-GRANTEE represents that it has not retained a person to solicit or secure a state contract or grant upon an agreement or understanding for compensation, except as disclosed in SUB-GRANTEE'S application.

11.3 **Lobbying.** SUB-GRANTEE certifies that it has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). SUB-GRANTEE must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by SUB-GRANTEE.

11.4 **Legal Authority.** SUB-GRANTEE certifies that it has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay SUB-GRANTEE'S share of the project cost) to ensure proper planning, management, and completion of the project described in the proposal.

Section 12 - INDEPENDENT STATUS/REQUIREMENTS REGARDING EMPLOYEES

12.1 **Independent Status.** SUB-GRANTEE is an independent sub-grantee of the MDMR, not an employee, agent, joint venturer, or partner of the MDMR.

12.2 **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and DMR and SUB-GRANTEE or its representatives. No representative of SUB-GRANTEE shall perform any function or make any decision properly reserved by law or policy to the Federal government or the State of Mississippi.

12.3 **Representation of Qualification to Perform.** SUB-GRANTEE represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way to be employees of the MDMR. SUB-GRANTEE shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.

12.4 **Discrimination Prohibited.** The MDMR is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. SUB-GRANTEE agrees to strictly adhere to this policy in its employment practices and provision of services.

Specifically, SUB-GRANTEE agrees to all of the following:

1) SUB-GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUB-GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Affirmative action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUB-GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) SUB-GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of SUB-GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3) SUB-GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of SUB-GRANTEE'S commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

4) SUB-GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) SUB-GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to his books,

records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.

6) In the event of SUB-GRANTEE's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be terminated or suspended in whole or in part and SUB-GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) SUB-GRANTEE will include the entirety of this section in every subcontract, sub-grant or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions are binding upon each subcontractor or vendor. SUB-GRANTEE will take such action with respect to any subcontract, sub-grant, or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event SUB-GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency it may request the United States to enter into the litigation to protect the interests of the United States.

SUB-GRANTEE further agrees that it will be bound by these equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work; provided that if SUB-GRANTEE is a state or local government, this equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the government which does not participate in work on or under the Agreement.

SUB-GRANTEE agrees that it will (1) assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; (2) that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and (3) that it will otherwise assist

the administering agency in the discharge of the agency's primary responsibility for securing compliance.

SUB-GRANTEE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, SUB-GRANTEE agrees that if it fails or refuses to comply with these undertakings, the MDMR may take any or all of the following actions: (a) Cancel, terminate, or suspend in whole or in part this Agreement; (b) refrain from extending any further assistance to SUB-GRANTEE under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from SUB-GRANTEE; and (c)refer the case to the Department of Justice for appropriate legal proceedings.

12.5 **E-Verify Program.** SUB-GRANTEE will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code § 71-11-3. For anyone hired to perform work in Mississippi, SUB-GRANTEE must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. SUB-GRANTEE agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. SUB-GRANTEE further represents and warrants that any person assigned to perform services related to this Agreement meets the employment eligibility requirements of all immigration laws of the State of Mississippi. SUB-GRANTEE understands that any breach of these warranties may subject it to the following:

(a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the termination being made public; or

(b) the loss of any license, permit, certification or other document granted to SUB-GRANTEE by an agency, department or government entity for the right to do business in Mississippi for up to one year; or,

(c) both.

(d) In the event of termination, SUB-GRANTEE is also liable for any additional costs incurred by the State due to cancellation of this Agreement or loss of license or permit.

Section 13 - ACCESS TO RECORDS.

SUB-GRANTEE agrees that the MDMR, Mississippi State Auditor, USDOI/NPS, Inspectors General and the Comptroller General of the United States, or any of their duly authorized representatives, at any time during the term of this Agreement, has access to, and the right to inspect all work hereunder and to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records include, but are not limited to, financial records, environmental permits/clearances, procurement documentation, and statistical records. SUB-GRANTEE agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

Notwithstanding any review or inspection by the MDMR and its representatives, SUB-GRANTEE shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set for in this Agreement solely by virtue of such inspection or review of the Work. SUB-GRANTEE shall provide the MDMR and its representatives with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-GRANTEE's performance of the Work and completion of the Project.

Section 14 - OWNERSHIP OF INTELLECTUAL PROPERTY

The MDMR owns all documents and intellectual property created in connection with this Agreement, except for SUB-GRANTEE'S internal administrative and quality assurance files and internal correspondence. SUB-GRANTEE must deliver all documents and working papers to MDMR on termination or completion of this Agreement.

SUB-GRANTEE assigns all worldwide interest to the work created under this Agreement exclusively to MDMR, including all software code, documentation, design, trademarks, logos and trade dress associated with the work. SUB-GRANTEE disclaims all trademark and copyright interest in the work. SUB-GRANTEE affirms that it has no other intellectual property interest that would undermine this assignment, or the use of the work, and will do nothing to undermine it in the future. MDMR assigns SUB-GRANTEE a non-exclusive, commercial, royalty free, non-assignable license to create derivative works using the material developed for this work.

Section 15 - TERMINATION

The MDMR may terminate this Agreement for any of the following reasons:

A. for cause;
B. for convenience;
C. for insufficient funds; or
D. by mutual agreement.

15.1 **Termination for Cause.** If the MDMR determines that SUB-GRANTEE has breached any provision of this Agreement, including, without limitation, any failure by SUB-GRANTEE to perform the Work in accordance with the SOW and Budget, SUB-GRANTEE shall be deemed to be in default of this Agreement and shall constitute cause for the MDMR to issue a written "Notice to Cure" to SUB-GRANTEE. Any such Notice to Cure shall describe in reasonable detail the basis for the MDMR's determination of default and shall provide SUB-GRANTEE with a period of no less than thirty (30) days in which to cure such default (or, if such default is incapable of being cured within thirty (30) days, to commence a cure of such default). If SUB-GRANTEE has not cured or, as the case may be, commenced a cure of, any such default within thirty (30) days of its receipt of a Notice to Cure, the MDMR may thereafter terminate this Agreement by written notice to SUB-GRANTEE.

15.2 **Termination for Convenience.** The MDMR may, when the interests of the state so require, terminate this Agreement in whole or in part, for the convenience of the state.

15.3 **Termination for Insufficient Funds.** The MDMR's obligation under this Sub-Grant is conditioned upon the availability of funds from state, federal, or other funding sources. If anticipated funds are ever insufficient or there is a material alteration in the funded program, then the MDMR may terminate this agreement with 10 day's written notice to SUB-GRANTEE. If the MDMR terminates the Agreement under this subsection, then it does so without any damage, penalty, cost, or expense.

15.4 **Mutual Termination.** Upon agreement of both parties, the Agreement can be terminated immediately.

15.5 **Force Majeure.** Each party is excused from performance of any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of the party or its contractors. Force majeure events include acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, SUB-GRANTEE must notify the MDMR immediately in

writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDMR determines it to be in its best interest to terminate the Agreement.

15.6 **In Case of Termination.** On the date of termination, SUB-GRANTEE incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at the Agreement price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

On termination, SUB-GRANTEE must do all of the following:

1. Terminate outstanding orders and subcontracts as they relate to the terminated work.
2. Settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.
3. Take timely, reasonable, and necessary action to protect and preserve property in its possession in which the state has an interest.
4. Assign SUB-GRANTEE'S rights, titles, and interest under terminated orders or subcontracts to the State, if requested by the MDMR.
5. If the termination is just for a portion of the work, then complete the non-terminated work duties.

Section 16 - STOP WORK ORDER

16.1 **Order to Stop Work**

The MDMR may require SUB-GRANTEE to stop all work or any part of the work called for by this Agreement. The order must be identified as a "stop work order" and cite this section of the Agreement. The written stop work order must not exceed 90 days, unless the parties agree to a longer period. The MDMR may issue the order at any time and without notice to any surety.

SUB-GRANTEE must comply with the stop work order and take all reasonable steps to minimize costs allocable to the order. Before the stop work order expires, the MDMR may either:

(a) cancel the stop work order; or

(b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.

16.2 **Cancellation or Expiration of the Order:**
If a stop work order expires or is cancelled, SUB-GRANTEE may resume work. An appropriate adjustment may be made in the delivery schedule and price if:

(a) the stop work order results in an increase in the time or cost required for performance of this Agreement;

(b) SUB-GRANTEE asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and

(c) the modifications are put in writing and signed by the parties.

Section 17 - CONFIDENTIALITY

17.1 **Confidentiality.** SUB-GRANTEE must not use or disclose any confidential information. However, nothing in this section precludes SUB-GRANTEE from disclosing or using confidential information, if:

(a) The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;

(b) Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or

(c) The confidential information was received by SUB-GRANTEE after termination of the service period from a third party that had a lawful right to disclose it to SUB-GRANTEE.

(d) SUB-GRANTEE must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

17.2 **Transparency.** This Agreement, including all attachments, is under the Mississippi Public Records Act of 1983 (Miss. Code Ann. §§ 25-61-1 *et seq.* and § 79-23-1) and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. §§ 27-104-151 *et seq.*). Unless exempted by a court-issued protective order, a copy of

this Agreement will be posted to the Department of Finance and Administration's website for public access at www.transparency.ms.gov.

Section 18 - LIABILITY AND INDEMNIFICATION

18.1 **Liability and Indemnity.** SUB-GRANTEE assumes all liability for work to be performed and for breach of any of the terms of this Agreement. SUB-GRANTEE agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of SUB-GRANTEE, its employees or representatives. SUB-GRANTEE assumes all liability for workers' compensation and employers' liability coverage for its own employees. SUB-GRANTEE is responsible for and holds MDMR harmless from loss of or damage to SUB-GRANTEE's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by SUB-GRANTEE or its independent contractors. SUB-GRANTEE must comply with all applicable laws and government regulations, including OSHA and comparable state requirements.

18.2 **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this Agreement, in the event SUB-GRANTEE defaults in any obligations under this Agreement, SUB-GRANTEE must pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this Agreement or otherwise reasonably related thereto. SUB-GRANTEE agrees that under no circumstances is the MDMR or the State of Mississippi obligated to pay any attorneys' fees or costs of legal action to SUB-GRANTEE.

Section 19 - MISCELLANEOUS

19.1 **Severability.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement remains in full effect.

19.2 **Entire Agreement.** This Agreement and its attachments are the entire understanding between the parties.

19.3 **Changes.** The parties can amend this Agreement only by a written document signed by both parties.

19.4 **No Delegation.** SUB-GRANTEE acknowledges that it was selected by the MDMR to perform the work based upon SUB-GRANTEE'S special skills and expertise. SUB-GRANTEE must not delegate its duties under this Agreement in whole or in part without the prior written consent of the MDMR. The MDMR may, in its sole discretion, approve, approve with conditions, or deny consent without reason. Any attempted delegation or transfer of its obligations without consent is null and void. No approval by the MDMR of any subcontract or sub-grant is consent to increase the maximum price of this Agreement.

19.5 **Disputes.** Before pleading to any judicial system at any level, SUB-GRANTEE must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of the MDMR. The decision of the Executive Director will be reduced to writing and a copy thereof mailed or furnished to SUB-GRANTEE within fourteen (14) days after receipt of information requested by the MDMR or the Executive Director.

19.6 **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the state courts of Mississippi.

19.7 **Conflict of Interest.** SUB-GRANTEE shall immediately notify the MDMR in writing of any potential conflict of interest resulting from the representation of or service to SUB-GRANTEE'S clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUB-GRANTEE shall notify the MDMR of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to the MDMR's satisfaction, the MDMR reserves the right to terminate this Agreement per the Section 15.2, Termination for Convenience clause.

19.8 **Insurance.** If SUB-GRANTEE maintains insurance against liability for injury to persons or property, or if it procures such insurance during the term of this Agreement, it should have the USDOI/NPS and the MDMR named as additional insureds on all such policies for any work performed by SUB-GRANTEE pursuant to this Agreement and provide the MDMR with appropriate Certificates of Insurance reflecting such additions within thirty (30) days after this Agreement is fully-executed.

19.9 **Public Records.** MDMR shall be responsible for responding to any public records requests related to this Agreement pursuant to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 *et seq.* The MDMR will respond to requests addressed to either of the parties herein. SUB-GRANTEE shall notify and provide a copy of any public information request addressed to SUB-GRANTEE within one (1) working day.

Upon receipt of said request, the MDMR shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this Agreement shall be liable to the other party for disclosure of information required by court order or required by law.

19.10 **Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-GRANTEE shall not make any public announcements in respect to this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the MDMR, and the Parties shall cooperate as to the timing and contents of any such announcement.

19.11 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDMR.

19.12 **Third Party Action Notification.** SUB-GRANTEE shall give the MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-GRANTEE by any entity that may result in litigation related in any way to this Agreement.

19.13 **Waiver.** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by the Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as to require waiver of future or other defaults.

19.14 **E-Payment.** SUB-GRANTEE agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle.

19.15 **Headings and Summary.** The headings and the Summary in this Agreement are for convenience only, and are not a complete expression of the terms of this Agreement. In any case in which the terms of the Agreement and the Summary conflict, the terms of the Agreement control.

19.16 **Notices:** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should

be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For SUB-GRANTEE:

City of Gautier
Attn: April Havens
3330 Highway 90
Gautier, MS 39533
DUNS: 964447817

For the MDMR:

Mississippi Department of Marine Resources
Attn: Dr. Kimberly Rasmussen
Grants Management Bureau
1141 Bayview Avenue
Biloxi, MS 39530
OR
grants@dmr.ms.gov

Section 20 - ATTACHMENTS

The Agreement between the Parties consists of this document and the attachments hereto which are incorporated herein by reference. The attachments include:

1. Attachment "A", SUB-GRANTEE'S Sub-Grant Application
2. Attachment "B", SUB-GRANTEE'S Approved Statement of Work and Detailed Budget
3. Attachment "C", Reporting Forms: Progress Report, Final Report, Grant Financial Report
4. Attachment "D", Outreach Requirements

MS DEPARTMENT OF MARINE RESOURCES
GRANTEE

Jamie M. Miller 9.27.17

Jamie M. Miller — Date
Executive Director

CITY OF GAUTIER
SUB-GRANTEE

Phil Torjusen — Date
Mayor

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

ORDER NUMBER 207-2017

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 September 19, 2017 are hereby approved.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2017.

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

RESOLUTION NUMBER 041-2017

WHEREAS, for the continued efficient operation of City business it is necessary to have a petty cash fund:

WHEREAS, it is required that a petty cash fund issued to a custodian of that petty cash be authorized by the governing authority; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Gautier, Mississippi:

SECTION 1. That a petty cash fund is hereby issued to the following custodians for the continued efficient operation of City business:

1. City Clerk	$200.00
2. Planning Director	$200.00
3. Police Chief	$800.00
4. Fire Chief	$150.00
5. City Manager	$250.00

SECTION 2. That all funds shall be spent, for purchases, in accordance with purchasing laws of the State and the polices of the City.

SECTION 3. 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 the Mayor and Council of the City of Gaut**ier,** Mississippi, at the meeting of October 3, 2017.

Councilman Vaughan made the motion to recess until October 17, 2017 at 6:30pm.

Councilwoman Martin seconded the motion and the vote unanimously carried.

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 November 7, 2017.

Tuesday
October 17, 2017
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held October 17, 2017 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 and Charles Bordis with Bordis & Danos, PLLC. and other concerned citizens. Absent was Josh Danos, City Attorney.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 17, 2017 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **2017 Gautier Mullet and Music Fest Saturday, October 21, 2017 9:00 A.M. - 9:00 P.M.**

2. **Mississippi Gulf Coast Community College Fall Festival and Trunk -or- Treat October 30, 2017 6:00 P.M.- 8:00 P.M.**

3. **Mississippi Masterpieces Bicentennial Celebration of the Arts November 10, 2017 6:00 P.M.- 9:00 P.M.**

4. **Office closed Friday, November 10, 2017 in observance of Veterans Day.**

IV. Presentation Agenda

1. **Brownfields Grant Presentation by Jymalyn Redmond, of Goodwyn, Mills & Cawood.**

V. Business Agenda

1. **Consideration of a City-Initiated Rezoning of six (6) Split-Zoned C-2/R-1 properties to R-1 Low Density Single-Family Residential. (GPC CASE #17-13-RZ)**

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

2. **Approval of Proclamation of Local Emergency and Continuation Thereof relating to Hurricane Nate.**

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

3. **Approval of Docket of Claims.**

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

4. **Authority to Advertise for Bids for Martin Bluff Road Widening Right of Way Demolition Project**

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

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

1. **Approval to accept a monetary donation from Chevron Pascagoula Refinery for the City of Gautier's Bicentennial Celebration.**

2. **Approval to accept a monetary donation from Waste Pro USA for The City of Gautier's Cruisin' Through the Decades Event.**

3. **Receive September 2017 Privilege License Report.**

4. **Authorization to accept a Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting Grant.**

5. **Approval of a request to waive entrance and use fees for Shepard State Park.**

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

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 Adjourn until November 7, 2017 at 6:30 P.M.
www.gautier-ms.gov

Councilman Colledge made the motion to approve the agenda order.

Councilwoman Martin seconded the motion and the vote carried unanimously.

Announcements

1. 2017 Gautier Mullet and Music Fest Saturday, October 21, 2017 9:00 A.M. - 9:00 P.M.
2. Mississippi Gulf Coast Community College Fall Festival and Trunk -or- Treat October 30, 2017 6:00 P.M.- 8:00 P.M.

3. Mississippi Masterpieces Bicentennial Celebration of the Arts November 10, 2017 6:00 P.M.- 9:00 P.M.
4. Office closed Friday, November 10, 2017 in observance of Veterans Day.

City Manager, Paula Yancey mentioned that the City of Gautier is partnering with the Special Needs Organization (SNO) to host a Halloween Dance at the Gautier Civic Center, October 27th from 6:00 – 9:00pm.

Presentation

1. Brownfields Grant Presentation by Jymalyn Redmond, of Goodwyn, Mills & Cawood.

27TH ANNUAL GAUTIER Mullet & Music Fest

FEATURING
COUNTRY MUSIC LEGEND

Ronnie McDowell

7PM - 9PM

WASTE PRO • BUDWEISER MAIN STAGE

KRISTIAN COWART
HIGHWAY SISTERS
AMANDA JONES BAND
SMOKING MULLET BAND
FEATURING MS SONGWRITERS

KEESLER COMMUNITY STAGE

RAZOO UNPLUGGED
DEUCES WILD LIVE
THE BEACHCOMERS
MIKE MOSS
TEDDY BAXTER
TOMMY CRAWFORD
DANA WOODS
ROBERT JOSEPHS
CARL EDWARDS

THANKS
TO OUR SPONSORS

WASTE PRO
BUD LIGHT
GAUTIER
JACKSON

9AM - 9PM FREE ADMISSION
DOLPHIN DRIVE NORTH GAUTIER, MS

OCT 21

CAR & TRUCK SHOW

FIREWORKS

@ 9PM BRING A BLANKET & CHAIRS

BICENTENNIAL
COSTUME CONTEST

Glo Stick DISCO PARTY
7PM - 9PM
CHILDREN 12 & UNDER

O'Reilly AUTO PARTS
GUERRILLA WRAPS
BURNHAM
KEESLER FEDERAL CREDIT UNION
AZTECAS Restaurant & Cantina
Ingalls Shipbuilding
Chevron
M&M BANK
SINGING RIVER SERVICES

Indian Point RV Resort
Fosters Heating and Air
Southern Pest Control
Town & Country Vet
Gautier Family Dental
Formal Affair
Jerry Lee's
Huck's Cove
The Peoples Bank
Coldwell Banker

FOR MORE INFORMATION CONTACT JAN 228-215-0828 GAUTIERMULLETFEST@GMAIL.COM FACEBOOK.COM/GAUTIERMULLETFEST

MGCCC PRESENTS THE 5TH ANNUAL

FALL FESTIVAL

and Trunk or Treat

MONDAY, OCTOBER 30, 2017 • 6 – 8 P.M.

FREE ENTRY

Mississippi Gulf Coast Community College
Jackson County Campus
2300 Highway 90 • Gautier, Mississippi

FUN & FREE ACTIVITIES

Trunk or Treat • Children's Games & Activities
Arts & Crafts • Face Painting • Children's Costume Contest
Concessions for Sale *(Cash Only)*

For more information:
Brandi Martino
brandi.martino@mgccc.edu or 228.497.7680

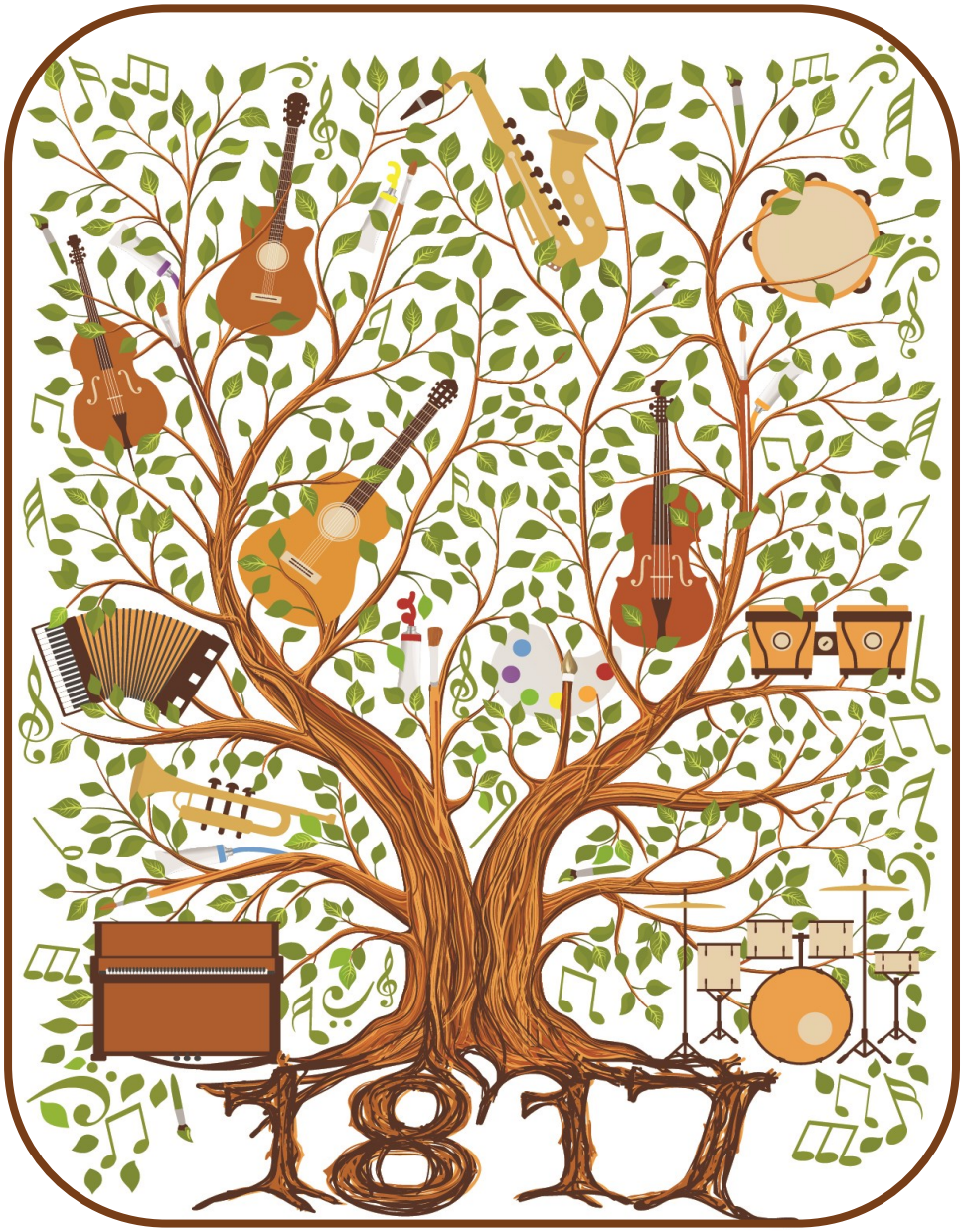
MGCCC®
Mississippi Gulf Coast Community College

#intheblue
CONNECT WITH US

Mississippi Gulf Coast Community College is an Equal Opportunity Employer and welcomes students and employees without regard to race, religion, color, national origin, sex, age or qualified disability in its programs and activities. For further information, contact the Equal Employment Opportunity Officer at a Mississippi Gulf Coast Community College Campus, Center or the District Office. Compliance is coordinated by the Associate Vice President of Administration, P.O. Box 609, Perkinston, Mississippi 39573, telephone number 601-928-6672, email address compliance@mgccc.edu.

Mississippi Masterpieces

Bicentennial Celebration of the Arts



Gautier Convention Center

Nov. 10, 2017 6-9 p.m.

Art. Music. Literature. Food.

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

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

WHEREAS, Veterans Day annually falls on November 11, which is a Saturday this year; and

WHEREAS, the Veterans Day holiday will be observed by the Federal Government by closing offices on Friday, November 10:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution and laws of the State of Mississippi, do hereby 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 10, 2017, in further observance of Veterans Day.

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

DONE at the Capitol, in the City of Jackson, this the 18th day of September, in the year of our Lord two thousand and seventeen, and in the two hundred and forty-second year of the Independence of the United States of America.

PHIL BRYANT
GOVERNOR

BY THE GOVERNOR

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE

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

ORDINANCE NUMBER 239-2017

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF 2.96 ACRES MORE OR LESS TO R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT; GENERALLY DESCRIBED AS PIDN# 82423580.000, 82423563.000, 82424480.050, 82423410.000, 82423520.000, and 82423500.000; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.
The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning is necessary. A public hearing was held before the Gautier Planning Commission on October 5, 2017, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the R-1 Low Density Single-Family Residential.

SECTION 2. PROPERTY REZONED.
The properties generally described as (1) COM NEC S 1335' N 89 DEG W 5.2' N 89 DEG W 336.9' S 425.9' N 89 DEG W 105.89' TO POB N 89 DEG W 144.91' S 233.48' S 84 DEG E DB 1706-825 (22 MAP776.23-01) 1706 / 'PER SURVEY' 145.36' N 244.88' TO POB Deed Book / Page: 825, PIDN 82423580.000 (2) COM NEC SEC 23 S 1335' W 5.2' W 336.9' S 425.9' SE 258.3' SE 38' N 84 DEG W 164.01' TO POB N 84 DEG W 125.39' S 172.9' E 125' N (25 Map776.23-01) 1599 / 163.07' TO POB DB 1599-97 Deed Book / Page: 97, PIDN 82423563.000, (3) COM NW COR NW1/4 SW1/4 S 150' TO POB CONT S 150' TO N/MARGIN OF ROBERTS RD E 145.2' N 150' W 145.2' TO POB DB 1539-1 1645 / DB 1645-283 (199 MAP776.24-03) Deed Book / Page: 283, PIDN 82424480.050, (4) COM NEC NE1/4 SE1/4 W 241.6' TO W/M GAUTIER-VANCLEAVE RD S 12DEG W 291.2' TO S/M FAIRLEY RD W 219.3' TO POB W 95.5' S 254.4' DB 1786-844 (87 MAP776.23-04) 1786 / N 74DEG E 99.8' N 224.4' TO POB Deed Book / Page: 844, PIDN 82423410.000, (5) BEG NEC OF NE1/4 OF SE1/4 SEC 23-7-7 S 350' W 58.6' TO POB W 100' S 140' E 100' N 132' TO POB DB 1673-650 1673 / (70 MAP776.23-04) Deed Book / Page: 650, PIDN 82423520.000, (6) COM NEC NE1/4 SE1/4 SEC 23 S 849.3' TO N/M RD N79 DEG W ALG RD 190.8' TO POB N79 DEG W70' N 11 DEG E 210' S 79 DEG E70' (66 Map776.23-04) 804 / DB 804-453 DB 804-357 S 11 DEG W 210' TO POB Deed Book / Page: 453, PIDN 82423500, Jackson County which are comprised of approximately 2.96 acres, is hereby rezoned to R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL.

SECTION 3. FINDINGS OF FACT.
The City Council finds that there was a mistake in the original zoning and that the property should be zoned R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from Split C-2 Community commercial/R-1 Low Density Residential to R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL for property identified as Jackson County Parcel No. 82423580.000, 82423563.000, 82424480.050, 82423410.000, 82423520.000, and 82423500.000

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

Councilman Vaughan made the motion to except the planning commission's recommendations based on staff findings that based on evidence there was a mistake in the 2002 rezoning and rezone the relevant properties to R-1 Low Density Single Family District in their entireties. Motion 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**

ADOPTED: October 17, 2017

_____
Phil Torjusen, Mayor

ATTEST:

_____
Cynthia Russell, City Clerk

_____
Josh Danos, City Attorney

Codification Instructions: Not Codified.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Scott Ankerson, Planning Director/Building Official

Date: September 13, 2017

Subject: Consideration of a City-Initiated Rezoning of six (6) Split-Zoned C-2/R-1 properties to R-1 Low Density Single-Family Residential.

REQUEST:

The Planning Department requests a City-Initiated Rezoning of six (6) parcels on Gautier Vancleave Road, Robertsdale Road, Fairley Road, and Bayou Bend Road (PIN # 82423580.000, 82423563.000, 82424480.050, 82423410.000, 82423520.000, and 82423500.000. These properties are currently split-zoned as C-2 Community Commercial and R-1 Low Density Single Family Residential. Staff requests approval to rezone these parcels to R-1 Low Density Single Family Residential.

The purpose of this city-initiated rezoning is to rezone these parcels based on a mistake in the original zoning designation.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the justification for the change. The GPC shall include in its recommendation to the City Council findings and any information which it deems relevant to issues relating to the proposed rezoning.

DISCUSSION:

Upon the City's 2002 annexation, the City zoned many parcels near and adjacent to Gautier Vancleave Road to C-2 Community Commercial. Upon annexation, these parcels were zoned into a split designation of C-2 Community Commercial and R-1 Single Family Residential.

At the time of the 2002 zoning, the parcels at issue (except for Tract 5 PIDN 82423520.000) held residential structures. More importantly, as zoned in 2002, the relevant lots only contain partial sections of C-2 which are not adjacent to the main arterial roadway (Gautier Vancleave Road), but are adjacent to local or minor streets which provide access to residential districts and

residential structures. Furthermore, without the removal of existing residential structures from these parcels, (with the exception of Tract 5), no commercial structure could be built.

Tract 5, as shown on exhibits A-D, does not contain a structure of any designation, however also is not adjacent to the main arterial roadway (Gautier Vancleave Road), but is adjacent to a local or minor street which provides access to a residential district and residential structures.

Based on the above, it is the position of staff that the 2002 zoning of these lots was a mistake, and as such, these lots should be rezoned as R-1 in their entirety.

The table on page 3 shows the density and intensity for the R-1 District as well as existing zoning districts.

DATA AND ANALYSIS:

PIDN	NAME	LOCATION	Tract
82423580.000	Stubbs, Claude D & Myrtle W	2501 Bayou Bend Road	1
82423563.000	Lyle, Gordon G & Paula D	5601 Gautier Vancleave Road	2
82423410.000	Clark, Jeffrey Scott	2505 Fairley Road	3
82424480.050	Johnson, Catherine A	2416 Robertsdale Road	4
824243520.000	Crawford, William F (EST OF)	Robertsdale Road	5
82423500.000	McKenzie, A W	2412 Callie Road	6

Location: Tract 1 & 2 – Ward 3
Tract 3-6 – Ward 4

Current Existing Zoning, Existing Land Use and Future Land use.

Tract	Location	Existing Zoning	Existing Land use	Future Land Use
1	2501 Bayou Bend	Split C-2/R-1	Low Density Residential	Low Density Residential
2	5601 Gautier Vancleave	Split C-2/R-1	Low Density Residential	Low Density Residential
3	2505 Fairley	Split C/2-R-1	Low Density Residential	Low Density Residential
4	2416 Robertsdale	Split C-2/R-1	Low Density Residential	Low Density Residential
5	Robertsdale(No Address)	Split C-2/R-1	Vacant	Low Density Residential
6	2412 Callie	Split C-2/R-1	Low Density Residential	Low Density Residential

REVIEW CRITERIA:

The Planning Department Staff, in its report and recommendation to the Planning Commission on the appropriateness of the request, has studied and considered the following criteria and recommends that Planning Commission make a recommendation of approval for the rezoning of said four (6) parcels. Staff's recommendations are included for consideration.

According to UDO 4.15.3, a rezoning may occur when it is proven by clear and convincing evidence that there "was a mistake in the original rezoning".

> ***Staff finds that, based on the above evidence, there was a mistake in the 2002 zoning, and recommends rezoning the relevant properties to R-1 in their entireties.***

The Planning Commission agrees with Staff and finds that, based on the above evidence, there was a mistake in the 2002 zoning, and recommends rezoning the relevant properties to R-1 Low Density Single Family District in their entireties.

CONCLUSION AND RECOMMENDATION:

The Planning Commission recommends that based on Staff's findings, clear and convincing evidence during the public hearing that there was no opposition to the request, and that it is in keeping with the Comprehensive Plan Future Use Map, that City Council approve the rezoning request.

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the City Council may:

1. Find that there was a mistake in the original zoning **AND THEREFORE** approve the Ordinance to Rezone the subject area to R-1 Single-Family Residential District; or
2. Deny the Rezoning.

ATTACHMENTS:

1. Draft Ordinance
2. Staff Report as Submitted to the GPC with Back-Up
3. GPC Minutes Excerpt Dated

Gautier Planning Commission

Regular Meeting Agenda

October 5, 2017

City Initiated Rezoning

VII. NEW BUSINESS

1. Consideration of a City-Initiated Rezoning of six (6) Split-Zoned C-2/R-1 properties to R-1 Low Density Single-Family Residential. (GPC CASE #17-13-RZ)

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/Building Official

Date: September 13, 2017

Subject: Consideration of a City-Initiated Rezoning of six (6) Split-Zoned C-2/R-1 properties to R-1 Low Density Single-Family Residential.

REQUEST:

The Planning Department requests a City-Initiated Rezoning of six (6) parcels on Gautier Vancleave Road, Robertsdale Road, Fairley Road, and Bayou Bend Road (PIN # 82423580.000, 82423563.000, 82424480.050, 82423410.000, 82423520.000, and 82423500.000. These properties are currently split-zoned as C-2 Community Commercial and R-1 Low Density Single Family Residential. Staff requests approval to rezone these parcels to R-1 Low Density Single Family Residential.

The purpose of this city-initiated rezoning is to rezone these parcels based on a mistake in the original zoning designation.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the justification for the change. The GPC shall include in its recommendation to the City Council findings and any information which it deems relevant to issues relating to the proposed rezoning.

DISCUSSION:

Upon the City's 2002 annexation, the City zoned many parcels near and adjacent to Gautier Vancleave Road to C-2 Community Commercial. Upon annexation, these parcels were zoned into a split designation of C-2 Community Commercial and R-1 Single Family Residential.

At the time of the 2002 zoning, the parcels at issue (except for Tract 5 PIDN 82423520.000) held residential structures. More importantly, as zoned in 2002, the relevant lots only contain partial sections of C-2 which are not adjacent to the main arterial roadway (Gautier Vancleave Road), but are adjacent to local or minor streets which provide access to residential districts and

residential structures. Furthermore, without the removal of existing residential structures from these parcels, (with the exception of Tract 5), no commercial structure could be built.

Tract 5, as shown on exhibits A-D, does not contain a structure of any designation, however also is not adjacent to the main arterial roadway (Gautier Vancleave Road), but is adjacent to a local or minor street which provides access to a residential district and residential structures.

Based on the above, it is the position of staff that the 2002 zoning of these lots was a mistake, and as such, these lots should be rezoned as R-1 in their entirety.

The table on page 3 shows the density and intensity for the R-1 District as well as existing zoning districts.

DATA AND ANALYSIS:

PIDN	NAME	LOCATION	Tract
82423580.000	Stubbs, Claude D & Myrtle W	2501 Bayou Bend Road	1
82423563.000	Lyle, Gordon G & Paula D	5601 Gautier Vancleave Road	2
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82424480.050	Johnson, Catherine A	2416 Robertsdale Road	4
824243520.000	Crawford, William F (EST OF)	Robertsdale Road	5
82423500.000	McKenzie, A W	2412 Callie Road	6

Location: Tract 1 & 2 – Ward 3
Tract 3-6 – Ward 4

Current Existing Zoning, Existing Land Use and Future Land use.

Tract	Location	Existing Zoning	Existing Land use	Future Land Use
1	2501 Bayou Bend	Split C-2/R-1	Low Density Residential	Low Density Residential
2	5601 Gautier Vancleave	Split C-2/R-1	Low Density Residential	Low Density Residential
3	2505 Fairley	Split C/2-R-1	Low Density Residential	Low Density Residential
4	2416 Robertsdale	Split C-2/R-1	Low Density Residential	Low Density Residential
5	Robertsdale(No Address)	Split C-2/R-1	Vacant	Low Density Residential
6	2412 Callie	Split C-2/R-1	Low Density Residential	Low Density Residential

REVIEW CRITERIA:

The Planning Department Staff, in its report and recommendation to the Planning Commission on the appropriateness of the request, has studied and considered the following criteria and recommends that Planning Commission make a recommendation of approval for the rezoning of said six (6) parcels. Staff's recommendations are included for consideration.

According to UDO 4.15.3, a rezoning may occur when it is proven by clear and convincing evidence that there "was a mistake in the original zoning".

> ***Staff finds that, based on the above evidence, there was a mistake in the 2002 zoning, and recommends rezoning the relevant properties to R-1 in their entireties.***

CONCLUSION AND RECOMMENDATION:

Based on the above, and the criteria established by Section 4.15 of the Unified Development Ordinance, the Planning Commission may:

1. Recommend to approve the Rezoning of the subject area to R-1 Low Density Single Family Residential; or
2. Recommend to deny the Rezoning.

ATTACHMENTS:

Exhibit A. Location Map

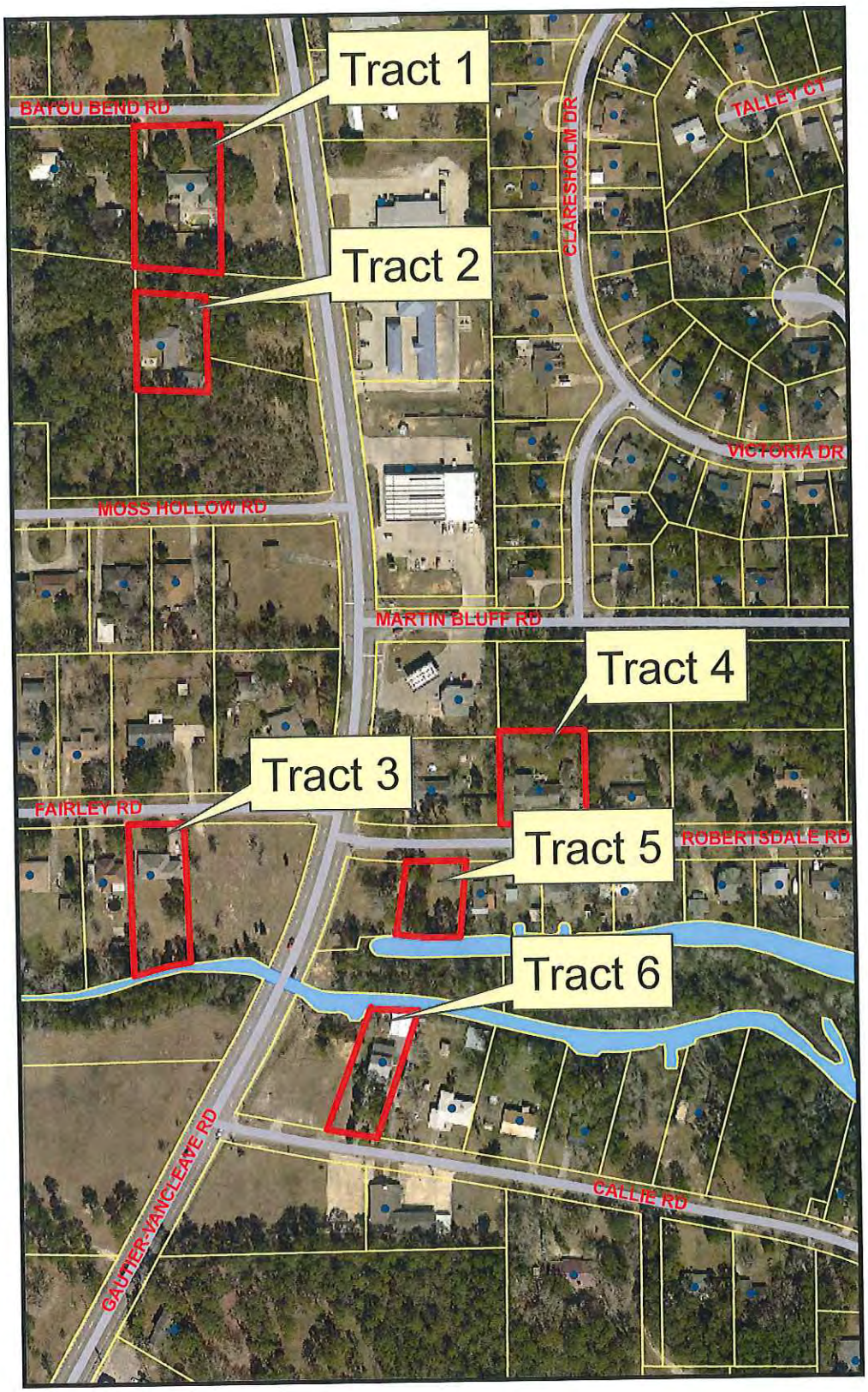
Exhibit B. Existing Zoning Map

Exhibit C. Existing Land Use Map

Exhibit D. Future Land Use Map

Exhibit A
Location Map

City Of Gautier
Planning Department

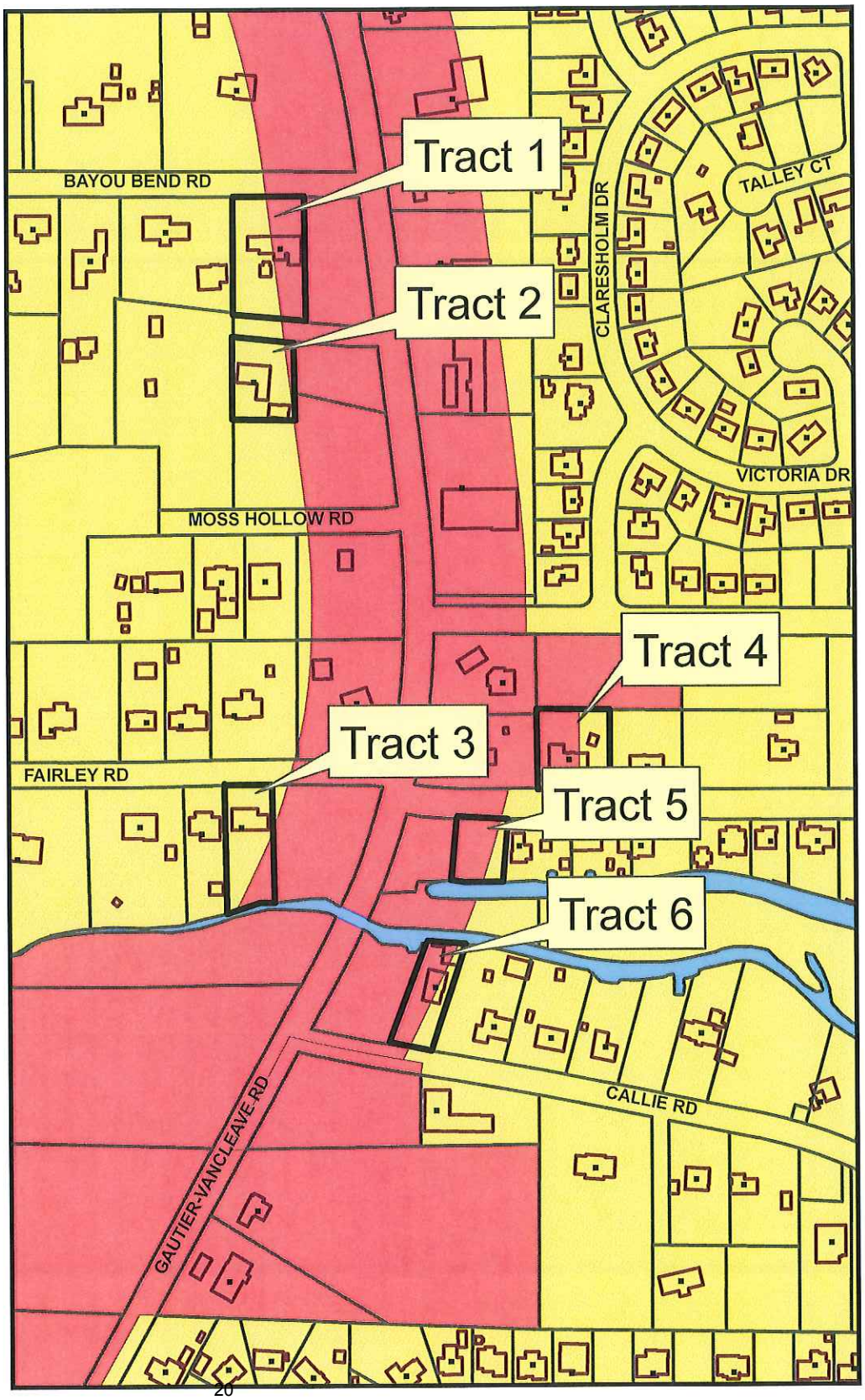


Prepared by the
City of Gautier
Planning Department

Exhibit B
Existing Zoning Map

City Of Gautier
Planning Department

Prepared by the
City of Gautier
Planning Department



Legend

<all other values>

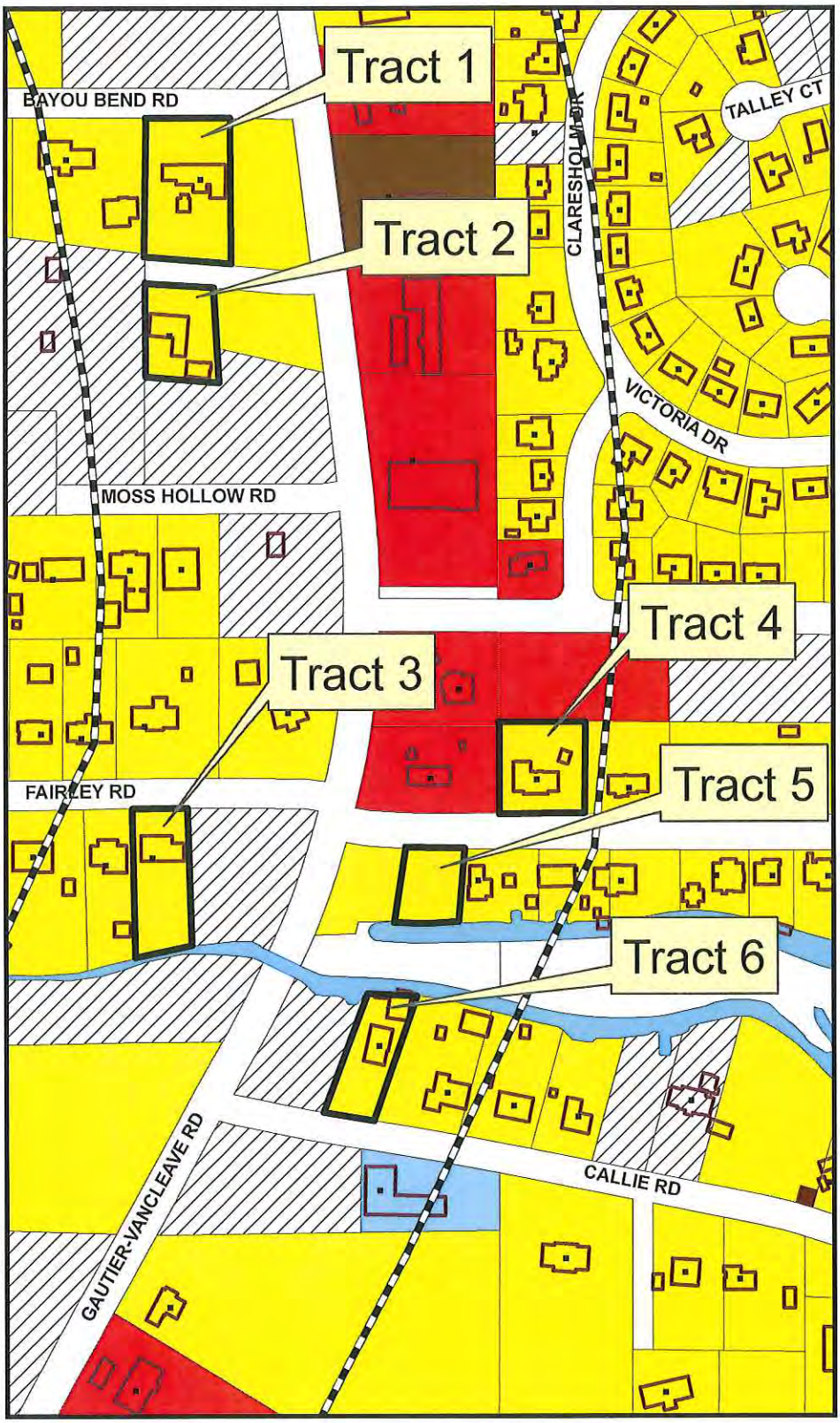
ZONECODE

- 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

- City_Limits
- CorOverlay
- GautierParTrimmed

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

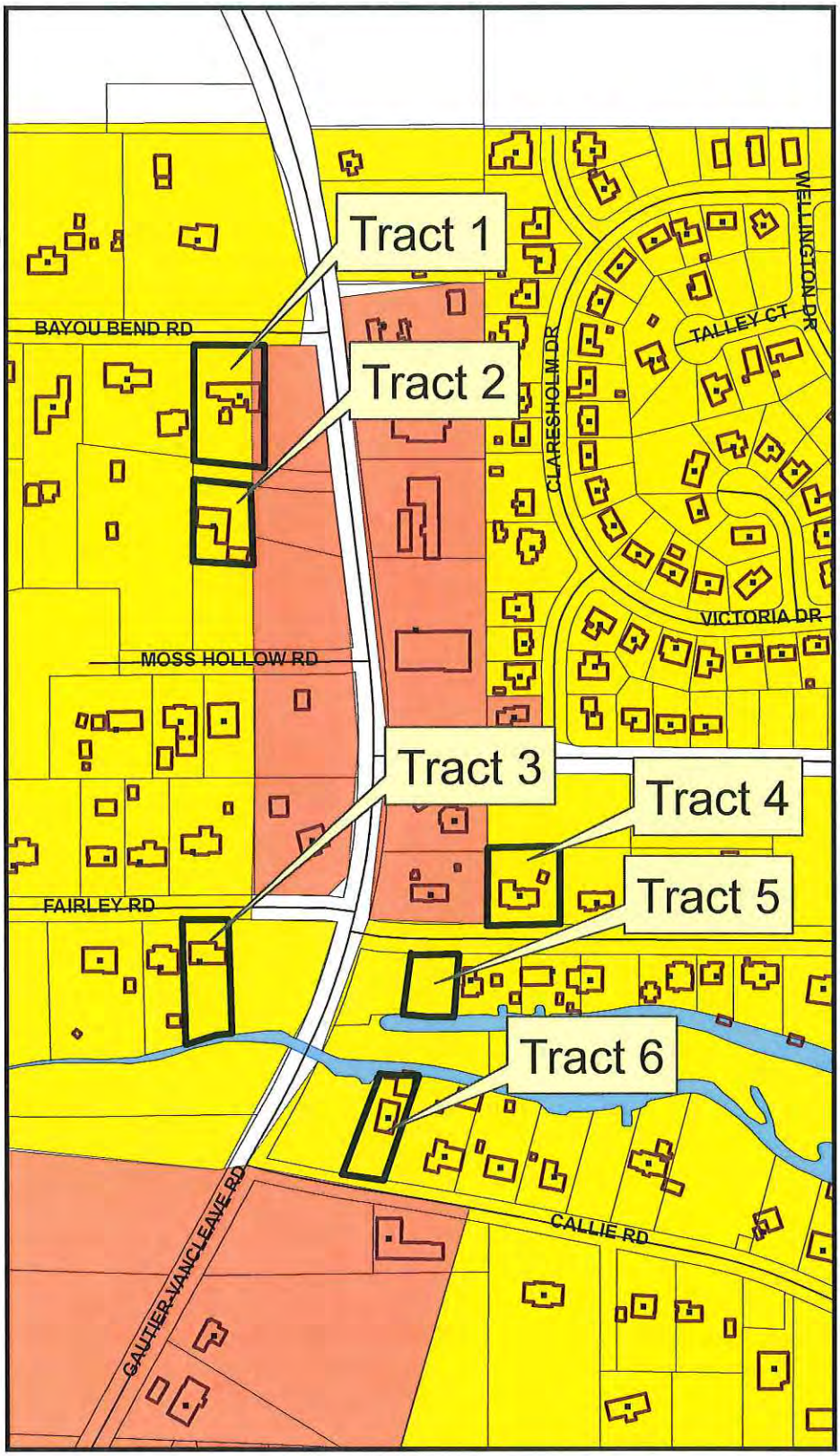
Exhibit D
Future Land Use Map

City Of Gautier
Planning Department

0 400 800
Feet

N
W E
S

Prepared by the
City of Gautier
Planning Department



Legend

FUTURE LAND USE

FLU_Class

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

Excerpt from October 5, 2017 GPC Meeting

REQUEST: Consideration of a City-Initiated Rezoning of six (6) Split-Zoned C-2/R-1 properties to R-1 Low Density Single-Family Residential. (GPC Case #17-13-RZ)

Scott Ankerson, Planning Director/Building Official, gave a brief overview of the case. The Planning Department requests a City-Initiated Rezoning of six (6) parcels on Gautier Vancleave Road, Robertsdale Road, Fairley Road, and Bayou Bend Road (PIN # 82423580.000, 82423563.000, 82424480.050, 82423410.000, 82423520.000, and 82423500.000. These properties are currently split-zoned as C-2 Community Commercial and R-1 Low Density Single Family Residential. Staff requests approval to rezone these parcels to R-1 Low Density Single Family Residential.

The purpose of this city-initiated rezoning is to rezone these parcels based on a mistake in the original zoning designation.

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the justification for the change. The GPC shall include in its recommendation to the City Council findings and any information which it deems relevant to issues relating to the proposed rezoning.

Upon the City's 2002 annexation, the City zoned many parcels near and adjacent to Gautier Vancleave Road to C-2 Community Commercial. Upon annexation, these parcels were zoned into a split designation of C-2 Community Commercial and R-1 Single Family Residential.

At the time of the 2002 zoning, the parcels at issue (except for Tract 5 PIDN 82423520.000) held residential structures. More importantly, as zoned in 2002, the relevant lots only contain partial sections of C-2 which are not adjacent to the main arterial roadway (Gautier Vancleave Road), but are adjacent to local or minor streets which provide access to residential districts and 2 residential structures. Furthermore, without the removal of existing residential structures from these parcels, (with the exception of Tract 5), no commercial structure could be built.

Tract 5, as shown on exhibits A-D, does not contain a structure of any designation, however also is not adjacent to the main arterial roadway (Gautier Vancleave Road), but is adjacent to a local or minor street which provides access to a residential district and residential structures.

Based on the above, it is the position of staff that the 2002 zoning of these lots was a mistake, and as such, these lots should be rezoned as R-1 in their entirety.

After a brief discussion, the following motion was made:

Commissioner Jamison made the motion to approve the Rezoning of the subject area to R-1 Low Density Single Family Residential. **Commissioner Lee** seconded the motion.

Chairman Dailey added to the motion the Finding of Fact that based on clear and convincing evidence during the public hearing and that there was no opposition to the request, it is in keeping with the Comprehensive Plan Future Use Map.

The following vote was recorded:

AYES:	**Larry Dailey** **Jimmy Green** **Paul Gainer** **Christopher Scruggs** **Kay C. Jamison** **James Lee**
NAYS:	**None**
ABSENT:	**John Hunter**

Motion passed.

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

RESOLUTION NUMBER 042-2017
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY, AND CONTINUATION THEREOF RELATING TO HURRICANE NATE

WHEREAS, on October 5, 2017, conditions of extreme peril to the safety of persons and property arose within the City of Gautier, Mississippi due to the impending heavy rain, wind, and flood threat from the Hurricane Nate; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, on October 5, 2017, Mayor, Phil Torjusen, on behalf of the City of Gautier, Mississippi proclaimed that a local emergency had arisen as a result of the above; and

WHEREAS, on October 7, 2017, Hurricane Nate made landfall on the Mississippi Gulf Coast, causing heavy rain, wind, and flooding in the City of Gautier; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, and approve the Mayor's proclamation that a local emergency existed as of the 5th day of October, and continues as of the 17th day of October, 2017 within the City of Gautier, Mississippi due to the landfall of Hurricane Nate; and

BE IT FURTHER PROCLAIMED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statue.

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 October 17, 2017.

DECLARATION OF LOCAL EMERGENCY
(BY MAYOR PHIL TORJUSEN)

WHEREAS, Mayor, Phil Torjusen, of the City of Gautier, Mississippi does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City due to the impending landfall of Tropical Storm Nate, and

WHEREAS, at the time of the making of this proclamation, Tropical Storm Nate is moving toward the Gulf Coast of the United States, bringing with it heavy rain, wind and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, I find and determine that the public interest requires that I proclaim a state of local emergency as authorized by law;

NOW, THEREFORE, I, MAYOR PHIL TORJUSEN, HEREBY PROCLAIM that a local emergency exists in the City of Gautier, Mississippi as of the 5th day of October 2017 and

HEREBY DECLARE that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency.

BE IT FURTHER PROCLAIMED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statue.

Phil Torjusen 10/05/17

MAYOR PHIL TORJUSEN

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

ORDER NUMBER 208-2017

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

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2017.

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	180001	10/17/2017	10/02/2017			276.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	FILTER: OIL (3) & AIR, GAS CAP	987248	09/11/2017		41.00
001-170-639	WEEDEATER HEAD (3)	387236	09/21/2017		75.00
001-170-639	INTERLOCK SWITCH (2), SWITCH	487256	09/25/2017		38.00
001-170-639	SWITCH: PTO, IGNITION & SEAT	487255	09/26/2017		57.00
001-170-639	CARB, GASKET (2), 12" CHAIN	487260	09/27/2017		65.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	180002	10/17/2017	10/02/2017			182.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	SPRAYER PUMP	42240	09/19/2017		89.25
001-170-639	SPRAYER PUMP REGULATOR,PICO(2)	42241	09/22/2017		44.20
001-100-570	OIL PUMP P/U TUBE: DODGE CHGR	42242	09/26/2017		49.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLENS TIRE AND WHEEL	180005	10/17/2017	10/02/2017			140.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	TIRE, MOUNT & BAL: TRAILER	171186	09/13/2017		90.00
001-100-638	ROTATE & BAL (4): GRAY F250	171192	09/28/2017		50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	180006	10/17/2017	10/02/2017			2,430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	NOV 2017 NETWORK SERVICES	3199	09/15/2017		2,280.00
001-092-698	SYNCRONIZED EMAIL	3199	09/15/2017		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	180007	10/17/2017	10/03/2017			964.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	12" COUPLER,12X12 CULV COR (2)	919937	08/25/2017		384.49
001-170-559	CDT RTN (4): REACH TOOL	917333	08/30/2017		-63.43
001-170-559	REACH TOOL (4)	917334	08/30/2017		66.95
001-170-559	REACH TOOL (2), ADH, LED BULB	909966	08/30/2017		35.30
001-205-559	HD STEEL DOLLY	902960	08/31/2017		55.86
001-161-559	24-PK BOTTLED WATER (20)	910486	09/05/2017		73.89
001-205-559	BULBS (3)	902981	09/05/2017		32.54
001-161-559	40W T8 APPLIANCE BULB (4)	902073	09/05/2017		29.71
001-092-510	5-GAL FLOOR POLISH	915462	08/09/2017		66.81
001-092-510	TAX CRDT: 5-GAL FLOOR POLISH	901209	09/07/2017		-4.45
001-021-513	KNIFE,LIMESTONE: CRUISIN EVENT	919676	09/13/2017		34.37
001-161-635	1-GAL MILDEW CLEANER	914330	09/13/2017		19.94
001-021-513	ZINC LINK (24): CRUISIN EVENT	910299	09/14/2017		54.56
001-170-559	BLANK KEY, WASP SPRAY	902061	09/14/2017		7.44
001-205-559	4/PK AA BATTERIES	902131	09/14/2017		5.49
001-170-559	FLUSH LEVER	902846	09/18/2017		5.28
001-170-638	TAX CRDT: TIRE SLNT,WASP SPRAY	914585	09/19/2017		-2.32
001-170-638	TIRE SLNT, WASP SPRAY	909408	09/19/2017		34.87
001-201-559	CDT RTN:5X50 CHN LINK FENCE(2)	920538	09/22/2017		-124.75
001-201-559	5X50 CHN LINK FENCE,POST,CAP	901197	09/22/2017		146.55
001-201-559	4X50 CHAIN LINK FENCE (2)	920540	09/22/2017		105.17

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA UTILITIES	180009	10/17/2017	10/03/2017			28.92	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE STN	1901549	09/27/2017		14.46
001-161-630	SOUTH FIRE STN	1901733	09/27/2017		14.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	180014	10/17/2017	10/04/2017			141.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	909991	10/01/2017		141.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	180015	10/17/2017	10/04/2017			35.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000856008	09/30/2017		35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	180018	10/17/2017	10/05/2017			1,231.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	BUSHING	264031	09/01/2017		16.91
001-100-570	PLUG (16), ATF (12): U #31	264117	09/07/2017		105.96
001-161-638	BULB, PLUG: E4	264168	09/11/2017		10.26
001-161-638	LIGHT (2): E4	264059	09/11/2017		140.20
001-170-639	FUEL FILTER	264187	09/12/2017		13.72
001-161-638	RIVETS (20): E3	264226	09/14/2017		12.40
001-100-570	AXLE KIT: U #15804	264225	09/14/2017		163.00
001-161-638	AIR CYL (3, FREIGHT: E3	264261	09/15/2017		111.04
001-100-570	AXLE: U #55	264259	09/15/2017		135.44
001-100-570	WASHER FLUID (36)	264288	09/18/2017		66.60
001-100-570	INTAKE: U #59	264315	09/19/2017		190.00
001-170-639	ANCO WIPER BLADES(2):DUMP TRK	264428	09/26/2017		13.00
001-161-638	BUTT SPLICE (2): R33	264455	09/26/2017		15.00
001-161-638	DCA (2), ANTIFREEZE (4): R33	264476	09/27/2017		52.20
001-161-638	RADIATOR: R33	264465	09/27/2017		150.32
001-170-638	PIN, HITCH	264521	09/30/2017		35.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	180021	10/17/2017	10/05/2017			1,475.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	OCT 2017 COURT SUPPORT	1-43037	10/02/2017		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180025	10/17/2017	10/05/2017			452.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	RUB COMPOUND, MICRO BONNET	1978469383	08/31/2017		15.28
001-100-570	METALLIC PAD: U #57	1978469921	09/05/2017		23.87
001-100-570	HOSE CLAMP (4): U #31	1978470102	09/07/2017		1.96
001-170-639	GASKET, BOLT, BATT TERMINAL	1978470163	09/08/2017		15.77
001-161-638	1GAL CAR WASH (4)	1978470489	09/11/2017		15.96
001-170-638	FILTER, 5QT & 1QT MOTOR OIL	1978470682	09/13/2017		24.28
001-100-570	BB 745, GASKET MAKER: U #15804	1978470780	09/14/2017		28.08
001-100-570	BRK SHOE, CDT RTN: BB 745	1978470806	09/14/2017		-4.77
001-100-570	EGR TUBE	1978471319	09/19/2017		70.66
001-100-570	COP BOOT KIT	1978471414	09/20/2017		35.33
001-100-570	EGR TUBE: U #14401	1978471483	09/21/2017		70.66
001-100-570	OIL FILTER (2)	1978471901	09/25/2017		5.42

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180025	10/17/2017	10/05/2017			452.87	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 OIL FILTER (2) 1978472049 09/26/2017							7.38
	001-100-570 CS OIL FILTER 1978472059 09/26/2017							19.92
	001-170-639 BRAKE CLN (12), TAIL LIGHT 1978472106 09/27/2017							30.27
	001-100-570 BATTERY: U #46 1978472173 09/27/2017							92.80
001	ZACHARY NORTHINGTON	180029	10/17/2017	10/09/2017			504.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-681 PER DIEM: FF 1001-I-II 10232017 10/09/2017							504.00
001	JAYDEN GILLESPIE	180030	10/17/2017	10/09/2017			40.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-681 CPAT FEE 11072017 09/19/2017							40.00
001	DEREK C MCCOY	180031	10/17/2017	10/09/2017			123.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-681 PER DIEM: MFIA FALL SEMINAR 10252017 09/06/2017							123.00
001	JACKSON COUNTY ADULT DETENTION CENTER	180032	10/17/2017	10/09/2017			11,799.11	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-696 SEP 2017 ADC CHGS 09302017 10/05/2017							11,795.00
	001-010-696 PHARMACY CHARGES 09302017 10/05/2017							4.11
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	180033	10/17/2017	10/09/2017			833.33	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-642 SEP 2017 CLUB SUPPORT 09302017 10/06/2017							833.33
001	JACKSON COUNTY BOARD OF SUPERVISORS	180034	10/17/2017	10/09/2017			10,560.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-697 FY18 ANIMAL SHELTER FEES FY 2018 10/04/2017							10,560.00
001	MS DEPT OF FINANCE & ADMIN	180035	10/17/2017	10/09/2017			21,592.05	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-000-300 SEP 2017 COURT ASSESSMENT 09302017 10/03/2017							21,592.05
001	MS DEPT OF PUBLIC SAFETY	180036	10/17/2017	10/09/2017			1,174.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-000-300 SEP 2017 SPECIAL ASSESSMENTS 09302017 10/03/2017							1,174.00
001	MS DEPT OF PUBLIC SAFETY	180037	10/17/2017	10/09/2017			315.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-000-300 SEP 2017 INTERLOCK FEES 09302017 10/03/2017							315.00
001	PITNEY BOWES PURCHASE POWER	180038	10/17/2017	10/09/2017			621.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-607 POSTAGE METER 0434-6213 09/20/2017							621.00
001	FUELMAN OF MS	180039	10/17/2017	10/09/2017			3,416.92	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-525 UNL FUEL NP51515631 10/02/2017							98.61
	001-092-525 UNL FUEL NP51515631 10/02/2017							36.79
	001-100-525 UNL FUEL NP51515631 10/02/2017							2,629.46

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	180039	10/17/2017	10/09/2017			3,416.92	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-525	UNL & DSL FUEL		NP51515631	10/02/2017			440.50
	001-170-525	UNL & DSL FUEL		NP51515631	10/02/2017			211.56
001	SBM REPORTING LLC	180041	10/17/2017	10/09/2017			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	10/5/17 PLANNING MTG		MB830	10/06/2017			175.00
001	C SPIRE WIRELESS	180042	10/17/2017	10/09/2017			920.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONES		0030759348	09/30/2017			100.54
	001-022-605	HR CELL PHONES		0030759348	09/30/2017			50.27
	001-040-605	ADMIN CELL PHONES		0030759348	09/30/2017			134.73
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	09/30/2017			150.81
	001-090-698	IPAD SERVICE (3)		0030759348	09/30/2017			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	09/30/2017			50.27
	001-161-605	FIRE DEPT CELL PHONES		0030759348	09/30/2017			156.80
	001-170-605	RECREATION CELL PHONES		0030759348	09/30/1017			154.57
	001-205-605	MAINT CELL PHONES		0030759348	09/30/2017			19.84
001	CREDIT CARD CENTER	180045	10/17/2017	10/09/2017			2,699.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	NOTARY SUPPLIES: AGUILAR		08292017	08/31/2017			150.00
	001-001-681	MML SMALL TOWN CONF: ANDERSON		09092017	09/11/2017			85.00
	001-001-681	MML SMALL TOWN CONF: VAUGHAN		09092017	09/11/2017			85.00
	001-001-681	MML SMALL TOWN CONF: TORJUSEN		09092017	09/11/2017			85.00
	001-170-502	CHEER TOPS (10): SKIRTS (4)		09112017	09/12/2017			452.66
	001-170-502	RTN CREDIT: CHEER FIT KIT		09132017	09/14/2017			-150.00
	001-170-681	CREDIT REVERSAL: DUPL CHG		08182017	09/14/2017			-255.00
	001-021-513	CRUISIN:COFFEE MUGS (324)		09202017	09/21/2017			567.56
	001-021-513	CRUISIN:BEVERAGE WRENCH (250)		09202017	09/21/2017			170.98
	001-040-681	HOTEL-CLERK TRNG: RUSSELL		09222017	09/25/2017			425.07
	001-001-681	HOTEL-DC TRIP: TORJESEN		09242017	09/26/2017			793.50
	001-021-513	CRUISIN:MICROFIBER CLOTH (150)		09272017	09/27/2017			49.97
	001-021-513	CRUISIN SUPPLIES		09262017	09/27/2017			65.05
	001-040-681	MAGPPA CONF REG: FARABEE		09262017	09/27/2017			175.00
001	CABLE ONE INC	180046	10/17/2017	10/09/2017			129.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2017: #107571481		09252017	10/01/2017			129.01
001	CABLE ONE INC	180047	10/17/2017	10/09/2017			91.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	OCT 2017: #120793682		09212017	09/28/2017			91.92
001	FUELMAN OF MS	180048	10/17/2017	10/09/2017			3,595.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP51573472	10/09/2017			62.85
	001-092-525	UNL FUEL		NP51573472	10/09/2017			23.48
	001-100-525	UNL FUEL		NP51573472	10/09/2017			2,576.60
	001-161-525	UNL & DSL FUEL		NP51573472	10/09/2017			599.61
	001-170-525	UNL & DSL FUEL		NP51573472	10/09/2017			265.74

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	180048	10/17/2017	10/09/2017			3,595.83	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-525 / UNL FUEL			NP51573472	10/09/2017			67.55
001	SPORTSCONDUCTOR LLC	180050	10/17/2017	10/09/2017			3.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-502 / 2017 FOOTBALL (1)			4095	10/01/2017			3.95
001	AIRGAS USA LLC	180052	10/17/2017	10/09/2017			199.43	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 / CYLINDER RENTAL			9948119358	09/30/2017			199.43
001	G&K SERVICES INC	180054	10/17/2017	10/09/2017			340.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-535 / MAINTENANCE			6033425950	09/04/2017			67.49
	001-205-535 / MAINTENANCE			6033428134	09/11/2017			71.47
	001-205-535 / MAINTENANCE			6033430278	09/18/2017			71.47
	001-205-535 / MAINTENANCE			6033432448	09/25/2017			71.47
	001-205-535 / MAINTENANCE			6033434583	10/02/2017			71.47
	001-205-535 / CREDIT: CONTRACT DISPUTE			16170-01	10/11/2017			-12.40
001	A GARNER RUSSELL & ASSOC INC	180055	10/17/2017	10/09/2017			1,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 / PLAN REVIEW			10022017	10/02/2017			1,200.00
001	JACKSON CO BOARD OF SUPERVISORS	180057	10/17/2017	10/09/2017			4,600.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / RESEARCH-TAX SALE (920)			1	10/05/2017			4,600.00
001	ADVANCE AUTO PARTS	180067	10/17/2017	10/10/2017			48.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / TURTLE WAX, CAR WASH			8077	09/13/2017			13.78
	001-100-570 / BATT POST (2)			4921	09/18/2017			33.48
	001-161-638 / HOSE CLAMP			5269	09/26/2017			1.62
001	MALLETTE BROTHERS CONSTRUCTION INC	180068	10/17/2017	10/10/2017			2,704.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 / 8.19 WASH GRAVEL TN			19446	09/30/2017			245.70
	001-201-576 / 8.62 RAP TN			19446	09/30/2017			258.60
	001-201-576 / 73.34 SACTUN A-BASE TN			19446	09/30/2017			2,200.20
001	BORDIS & DANOS PLLC	180070	10/17/2017	10/11/2017			7,916.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 / OCT 2017 RETAINER			46	10/11/2017			7,916.67
001	JONATHAN W MIRE	180071	10/17/2017	10/11/2017			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-513 / ENTERTAINMENT: CRUISIN			10012017	10/10/2017			200.00
001	M & E FEED & SEED	180072	10/17/2017	10/11/2017			83.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 / DOG FOOD			5151	09/15/2017			41.99
	001-100-514 / DOG FOOD			5153	09/19/2017			41.99

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001	DANTE ELBIN,CUSTODIAN	180073	10/17/2017	10/11/2017			59.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 GROCERY ITEMS: HURRICANE NATE			10062017	10/06/2017			59.95
001	ALABAMA MEDIA GROUP	180074	10/17/2017	10/11/2017			2,217.76	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 FY 2018 BUDGET PUBLICATION			0008356708	09/24/2017	171220		882.90
	001-040-615 FY 2018 BUDGET PUBLICATION			0008336472	09/24/2017	171220		1,316.50
	001-090-615 PUBLIC NOTICE: GPC #17-13-RZ			0008346424	09/30/2017	171209		18.36
001	ESTABROOK MOTOR CO INC	180075	10/17/2017	10/11/2017			94.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-638 PROGRAM ABS MODULE: PUGH, J			429869	09/26/2017	171235		94.95
001	ACTION PRINTING CENTER INC	180078	10/17/2017	10/11/2017			82.16	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 REG ENVELOPE (1000): PLANNING			92620	10/11/2017	180028		82.16
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	180079	10/17/2017	10/11/2017			481.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-022-660 FF-EL101 FIREFIGHTER TEST (11)			31270L1S94	09/20/2017	171213		130.68
	001-022-660 ADMIN FEE			31270L1S94	09/20/2017	171213		92.15
	001-022-660 ECC-EL301 EMY COM CTR TEST(14)			31270L1S94	09/20/2017	171214		166.32
	001-022-660 ADMIN FEE			31270L1S94	09/20/2017	171214		92.15
001	BELL AUTO PARTS INC	180080	10/17/2017	10/11/2017			610.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-639 NEW DELCO STARTER: FORK LIFT			42249	10/03/2017	180013		345.00
	001-100-570 NEW STARTER: HARLEY MOTORCYCLE			42244	10/03/2017	180025		265.50
001	NAFECO INC	180082	10/17/2017	10/11/2017			170.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 LEATHER BELT (3)			P-932475	09/08/2017	171055		59.07
	001-161-535 PROPPER TACTICAL PANT (3)			P-932475	09/08/2017	171055		96.81
	001-161-535 SHIPPING			P-932475	09/08/2017	171055		15.00
001	VERNON W DOSTER MD	180084	10/17/2017	10/11/2017			245.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE-EMP DRUG SCREEN: PARKER, J			23410	08/31/2017	171166		45.00
	001-100-604 PRE-EMP PHYSICAL: PARKER, J			23429	09/05/2017	171166		50.00
	001-100-604 PRE-EMP PHYSICAL: BROWN, G			23457	09/12/2017	171205		50.00
	001-100-604 PRE-EMP DRUG SCRN: BROWN, G			23457	09/12/2017	171205		25.00
	001-022-604 PRE-EMP DRUG SCREEN: ABERL, S			23475	09/13/2017	171206		25.00
	001-022-604 PRE-EMP PHYSICAL: ABERL, S			23475	09/13/2017	171206		50.00
001	FASTENAL COMPANY	180086	10/17/2017	10/11/2017			992.25	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 50LB BAG ASPHALT PATCH (63)			MSPAS70534	10/02/2017	171193		992.25

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001	BAYOU CONCRETE LLC	180087	10/17/2017	10/11/2017			1,190.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	10 YDS 3000 PSI	147929	09/28/2017	171242	1,080.00
001-201-576	BAG OF FIBER (10)	147929	09/28/2017	171242	50.00
001-201-576	DROP CHARGE (2)	147929	09/28/2017	171242	60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICES INC	180088	10/17/2017	10/11/2017			14,206.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-751	LA#35 LIGHT POLE @ STN#78+50	1111	09/25/2017	170471	10,474.00
001-201-751	EQUIPMENT	1111	09/25/2017	170471	395.00
001-201-751	LABOR TO INSTALL	1111	09/25/2017	170471	825.00
001-201-751	PROF & OH	1111	09/25/2017	170471	2,017.00
001-201-751	CONTRACTOR TAX	1111	09/25/2017	170471	495.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	180090	10/17/2017	10/11/2017			152.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	BROTHER TN660 HY TONER (3)	3353818654	09/27/2017	171234	152.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DRISKEL TURF	180091	10/17/2017	10/11/2017			214.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-559	50 YD CENTIPEDE PALLET (2)	13800	09/26/2017	171236	200.00
001-201-559	PALLET FEE: CAMINO GRANDE (2)	13800	09/26/2017	171236	14.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	180092	10/17/2017	10/11/2017			184.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-513	STAFF T-SHIRT (23): CRUISIN	5336	09/29/2017	171246	184.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE GULF COMPANIES INC	180093	10/17/2017	10/11/2017			212.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	CS TRASH BAG LINER (5)	0909262-IN	08/22/2017	171141	212.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS GULF COAST COMMUNITY COLLEGE	180094	10/17/2017	10/11/2017			400.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-681	FIELD TRN OFCR CERT: ETHERIDGE	17-042	09/26/2017	180034	100.00
001-100-681	FIELD TRN OFCR CERT: HYTER	17-042	09/26/2017		100.00
001-100-681	FIELD TRN OFCR CERT: LANGFITT	17-042	09/26/2017		100.00
001-100-681	FIELD TRN OFCR CERT: WILSON	17-042	09/26/2017		100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BIS OFFICE SYSTEMS LLC	180095	10/17/2017	10/11/2017			65.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-639	PRINTER MAINTENANCE	INV38349	09/27/2017	171237	65.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MTOA	180096	10/17/2017	10/11/2017			425.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-681	REG SWAT COURSE:BLEVINS, SHAD	09271701	10/02/2017	170891	300.00
001-100-681	LODGING	09271701	10/02/2017	170891	125.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DONNA W FOX	180097	10/17/2017	10/11/2017			395.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 / BASIC COM COURSE:GODWIN,TERESA			17-131	09/07/2017	171195		395.00
001	COASTAL FIRE SAFETY LLC	180098	10/17/2017	10/11/2017			1,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-635 / REMV/REPL FACP MOTHERBOARD			1604	09/29/2017	171132		1,500.00
001	FOUR SEASONS LAWN CARE LLC	180099	10/17/2017	10/11/2017			320.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-513 / 8 CU YD RED MULCH			6189	09/16/2017	171227		320.00
001	SUNBELT RENTALS INC	180102	10/17/2017	10/11/2017			253.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-513 / 8' STREET SWEEPER RENTAL			7279576501	09/29/2017	171243		253.60
001	AUDIOWAVE INC	180103	10/17/2017	10/11/2017			2,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 / INSTALL EQUIPMENT: K9 UNIT			A46934	10/10/2017	170910		2,200.00

FUND TOTAL 1 Claims to Checks 61 Total 109,920.14 Manual Held Total 109,920.14

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
029	GOODWYN MILLS & CAWOOD INC	180044	10/17/2017	10/09/2017			268.09	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
029-201-750	REIMB EXPENSE: TRAVEL	T MGM1600372	05/20/2017		212.73
029-201-750	SUB-CONSULTANT:BURNS COOLEY	T MGM1600372	05/20/2017		55.36

FUND TOTAL 29 Claims to Checks 1 Total 268.09 Manual Held Total 268.09

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	180056	10/17/2017	10/09/2017			2,250.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-680-686	ANNUAL ADMIN FEE	8517	09/30/2017		2,250.00

FUND TOTAL 130 Claims to Checks 1 Total 2,250.00 Manual Held Total 2,250.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CAN'T MISS EMBROIDERY	180076	10/17/2017	10/11/2017			109.92	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	4 POLO W/GPD BADGE: HUNTER	19503	10/09/2017	171222	109.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	GALLS LLC	180101	10/17/2017	10/11/2017			1,290.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	UNIFORM PATCH (1000): POLICE	008405815	09/30/2017	171210	1,270.00
157-100-799	SHIPPING	008405815	09/30/2017	171210	20.00

FUND TOTAL 157 Claims to Checks 2 Total 1,399.92 Manual Held Total 1,399.92

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FUELMAN OF MS	180040	10/17/2017	10/09/2017			47.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 / UNL FUEL			NP51515631	10/02/2017			47.55
176	C SPIRE WIRELESS	180043	10/17/2017	10/09/2017			50.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 / CELL PHONE			0030759348	09/30/2017			50.27
176	FUELMAN OF MS	180049	10/17/2017	10/09/2017			35.09	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-525 / UNL FUEL			NP51573472	10/09/2017			35.09
176	FOSTERS A/C & HEATING INC	180051	10/17/2017	10/09/2017			68.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 / DRAIN CLOG:REFER TO PLUMBER			W1022029	10/09/2017			68.00
176	REYNOLDS WHOLESALE CO	180077	10/17/2017	10/11/2017			347.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 / CS JUMBO JR TISSUE			56628	10/11/2017	180030		25.50
	176-170-559 / CS 38X58 BLACK CAN LINER (4)			56628	10/11/2017	180030		111.80
	176-170-559 / CS 24X33 WHITE CAN LINER			56628	10/11/2017	180030		23.95
	176-170-559 / CS BMF TOWELS			56628	10/11/2017	180030		19.95
	176-170-559 / CS 8" BROWN ROLL TOWELS			56628	10/11/2017	180030		23.95
	176-170-559 / CS 4/1GAL ODO BAN			56628	10/11/2017	180030		51.80
	176-170-559 / CS 6/1GAL BLEACH			56628	10/11/2017	180030		10.95
	176-170-559 / TRIGGER SPRAY BOTTLES (2)			56628	10/11/2017	180030		2.98
	176-170-559 / CS/96 TISSUE ROLLS (2)			56628	10/11/2017	180030		77.00
176	BELL AUTO PARTS INC	180081	10/17/2017	10/11/2017			860.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-639 / WOOD BLADE KIT			42255	10/09/2017	180041		89.00
	176-170-639 / KUBOTA BLADE (9)			42255	10/09/2017	180041		144.00
	176-170-639 / EXMARK BLADE LH (8)			42255	10/09/2017	180041		132.00
	176-170-639 / EXMARK BLADE RH (20)			42255	10/09/2017	180041		320.00
	176-170-639 / SCAG BLADE (9)			42255	10/09/2017	180041		175.50

FUND TOTAL 176 Claims to Checks 6 Total 1,409.29 Manual Held Total 1,409.29

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	180004	10/17/2017	10/02/2017			42.62	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / SEPT 2017: #107663106			09162017	09/23/2017			42.62
400	LOWES HOME CENTERS INC	180008	10/17/2017	10/03/2017			208.19	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-683 / 80-LB CONCRETE MIX (42)			979096	09/01/2017			174.43
	400-651-683 / 1X20 FT SCH40 PIPE/CAP			980364	09/20/2017			33.76
400	JACKSON COUNTY UTILITY AUTHORITY	180016	10/17/2017	10/04/2017			174,032.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-668 / OCT 2017 TREATMENT CHGS			117801	10/03/2017			168,061.00
	400-651-668 / FY 2017 ACTUAL FLOW ADJ			117801	10/03/2017			5,971.00
400	CLEARWATER SOLUTIONS LLC	180024	10/17/2017	10/05/2017			199,107.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 / SEP 2017 OPERATION FEE			GAUTIER058	10/01/2017			199,107.75
400	SINGING RIVER ELECTRIC COOPERATIVE	180026	10/17/2017	10/05/2017			347.33	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / IONIZATION PLANT 99216002			09182017	09/26/2017			347.33
400	WASTE MANAGEMENT OF MS-GLF COAST INC	180053	10/17/2017	10/09/2017			596.66	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 / ROLL - OFF TIMBERLANE			6000721341	10/02/2017			596.66
400	MALLETTE BROTHERS CONSTRUCTION INC	180069	10/17/2017	10/10/2017			501.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-585 / 6.01 FILL SAND CY			199446	09/30/2017			72.12
	400-651-585 / 14.30 SACTUN A-BASE TN			199446	09/30/2017			429.00
400	COAST BATTERY SPECIALIST INC	180083	10/17/2017	10/11/2017			130.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 / 12V 5 AMP BATTERY (10)			58488	08/31/2017	171165		130.00
400	C & M ELECTRIC MOTOR SERVICE INC	180085	10/17/2017	10/11/2017			987.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 / 5HP SUB PUMP MOTOR			11957	10/03/2017	180043		987.40
400	SOUTHERN WATERWORKS SUPPLY INC	180089	10/17/2017	10/11/2017			1,700.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 / 3/4 BRASS COUP (7)			71940	09/29/2017	171219		103.43
	400-651-581 / 3/4 BRASS COUP CTS X MIPT (6)			71939	10/03/2017	180027		80.10
	400-651-581 / 3/4 BRASS COUP PVC X MIPT (6)			71939	10/03/2017	180027		111.75
	400-651-581 / 3/4 BRASS COUP CTS X FIPT (6)			71939	10/03/2017	180027		88.65
	400-651-581 / 3/4 BRASS COUP PVC X FIPT (6)			71939	10/03/2017	180027		110.85
	400-651-581 / 3/4 BRASS COUP PVC X PVC (6)			71939	10/03/2017	180027		149.85
	400-651-581 / 3/4 BRASS OUP CTS X PVC (6)			71939	10/03/2017	180027		148.13
	400-651-581 / 1X3/4 CURB STOP CTS X M/C (12)			71939	10/03/2017	180027		885.75
	400-651-581 / 1" SCH 40 FEMALE ADAPTER (12)			71939	10/03/2017	180027		5.76

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400	SOUTHERN WATERWORKS SUPPLY INC	180089	10/17/2017	10/11/2017			1,700.83	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 SCH 40 MALE ADAPTER (12)	71939	10/03/2017	180027	3.36
400-651-581	2" SCH40 MALE ADAPTER (12)	71939	10/03/2017	180027	13.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	180100	10/17/2017	10/11/2017			51.78	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-583	QUART PURPLE PRIMER (6)	H838805	09/22/2017	171020	51.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	180104	10/17/2017	10/11/2017			2,350.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	PRIMEX LEVEL TRANSDUCER W/CORD	402578	10/03/2017	171245	510.00
400-651-584	VENT FILTER	402578	10/03/2017	171245	40.00
400-651-584	SQUARE D NEMA 2 MOTOR (2)	402612	10/04/2017	171212	1,070.00
400-651-584	SQUARE D NEMA 1 STARTER (2)	402612	10/04/2017	171212	730.00

FUND TOTAL 400 Claims to Checks 12 Total 380,055.68 Manual Held Total 380,055.68

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	180017	10/17/2017	10/04/2017			82,742.20	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	SEPT 2017 RES GARBAGE SERV	0000855843	09/30/2017		80,199.59
404-677-693	SEPT 2017 CART RENTAL	0000855843	09/30/2017		2,291.41
404-677-693	SEPT 2017 COM CART RENTAL	0000855843	09/30/2017		251.20

FUND TOTAL 404 Claims to Checks 1 Total 82,742.20 Manual Held Total 82,742.20

Docket of Claims
Release date from 10/17/2017 thru 10/17/2017

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	61	Total	109,920.14	Manual	Held	Total	109,920.14
FUND 29	Claims	to	Checks	1	Total	268.09	Manual	Held	Total	268.09
FUND 130	Claims	to	Checks	1	Total	2,250.00	Manual	Held	Total	2,250.00
FUND 157	Claims	to	Checks	2	Total	1,399.92	Manual	Held	Total	1,399.92
FUND 176	Claims	to	Checks	6	Total	1,409.29	Manual	Held	Total	1,409.29
FUND 400	Claims	to	Checks	12	Total	380,055.68	Manual	Held	Total	380,055.68
FUND 404	Claims	to	Checks	1	Total	82,742.20	Manual	Held	Total	82,742.20
	Total for all Funds		Checks	84	Total	578,045.32	Manual	Held	Total	578,045.32

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

ORDER NUMBER 209-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Michael Baker International Inc. is hereby authorized to advertise for bids for the demolition of all structures purchased along Martin Bluff Road during the Right of Way acquisition phase of the improvements to Martin Buff Road, Federal Aid Project No. STP-9194-00(001)LPA 105069 811000.

IT IS FURTHER ORDERED that the award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/12/2017
Subject: Authority to Advertise for Bids for Martin Bluff Road Widening Right of Way Demolition Project

---

REQUEST:
The Grants and Projects Director requests that City Council authorize staff to advertise for bids for the Martin Bluff Road Widening Right of Way Demolition Project.

BACKGROUND:
This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:
On Oct. 11, 2017, the City received approval from MDOT to move forward with advertising for bids the right of way demolition project for Martin Bluff Road Widening Project.

RECOMMENDATION:
The Grants and Projects Director recommends that City Council authorize staff to advertise for bids for the Martin Bluff Road Widening Right of Way Demolition Project.

City Council may:
1) Authorize staff to advertise for bid; or
2) Not authorize staff to advertise for bid.

ATTACHMENTS:
1. Consultant Request and Advertisement for Bids

Michael Baker
INTERNATIONAL

We Make a Difference

October 12, 2017

April Havens, Grants and Project Administrator
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: **Martin Bluff Roadway Improvements**
STP-9194-00(001)LPA / 105069-811000
Right of Way Demolition Project
Martin Bluff Road, Gautier, MS

Ms. Havens,

We have received approval from the Mississippi Department of Transportation (MDOT) to move forward with advertising for bids the Right of Way Demolition Project for Martin Bluff Road. I have attached a copy of the advertisement, and respectfully request approval from the City Council to advertise the project.

Upon approval by the City Council, the project shall be advertised in a newspaper of state wide circulation. We will coordinate with your staff on the advertisement dates, and provide bid packages to the respective bidders.

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

Respectfully,

Jeffrey D. May, P.E., P.M.P.
Project Manager
File No. 124183

MBAKERINTL.COM

2113 Government Street., Suite D-3 | Ocean Springs, MS 39564
Office: 228.818.2839 | Fax:228.875.5187

Section 901

ADVERTISEMENT FOR BIDS

City of Gautier, Mississippi

Federal Aid Project No. STP-9194-00(001) LPA 105069 811000
Gautier, Mississippi

The CITY OF GAUTIER, MISSISSIPPI will receive bids for the demolition of all structures purchased along Martin Bluff Road during the Right-of-Way acquisition phase of the improvements to Martin Bluff Road, *Federal Aid Project No. STP-9194-00(001) LPA 105069 811000* **no later than 10:00 AM, local time, on _____, 2017** at the Council Room located at 333 US-90, Gautier, Mississippi 39553. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items: Site clearing, demolition of houses, slabs, driveways, and obstructions as noted in the plans along Martin Bluff Road in Gautier, MS.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Gautier hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The contract Documents are on file and may be examined at the following locations:

1. Gautier City Hall, 3330 US-90 , Gautier, MS, 39553
2. Michael Baker International, Inc., 2113 Government Street, Suite D-3, Ocean Springs, MS 39564

Copies of the Proposal and Contract Documents may be obtained at Michael Baker International, Inc. upon payment of One Hundred Fifty Dollars ($150.00) for each set, none of which is refundable.
Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Gautier as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the

contract amount.

The Proposal and Contract Documents in its entirety shall be submitted in a sealed envelope and deposited with the **Office of the Mayor, City of Gautier City Hall, 3330 US-90, Gautier, MS, 39553** prior to the hour and date above designated.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Phil Torjusen, Mayor, City of Gautier

PUBLISH: _____, 2017 and _____, 2017

May, Jeff

From: Altman, Jeff <JAltman@mdot.ms.gov>
Sent: Wednesday, October 11, 2017 9:24 AM
To: May, Jeff
Cc: Baker, Necole E.; Willis, Sharen
Subject: Re: Martin Bluff Road - ROW Reports

You can move forward with advertising.

Jeffrey Altman

Sent from my iPhone

On Oct 11, 2017, at 8:24 AM, May, Jeff <JMay@mbakerintl.com> wrote:

Jeff

I am just following up on the Demo Project. The City of Gautier approved the contract(revisions due to expiration) last Tuesday and are really anxious to get the demolition of houses done. The structures are empty and becoming a blight on the community.

Thanks,

Jeffrey D. May, PE, PMP | Associate Vice President / Operations Manager | Michael Baker International
2113 Government Street, Suite D-3 | Ocean Springs, MS 39564 | [O] 228-872-3416 | [M] 228-233-7743
jmay@mbakerintl.com | www.mbakerintl.com

Michael Baker INTERNATIONAL
Connect with us:
GREAT PLACE TO WORK CERTIFIED
We Make a Difference

From: Altman, Jeff [mailto:JAltman@mdot.ms.gov]
Sent: Thursday, September 28, 2017 4:21 PM
To: May, Jeff <JMay@mbakerintl.com>
Subject: RE: Martin Bluff Road - ROW Reports

I am very close to having this worked out. There are a few remaining bureaucratic issue to solve and then we should be good to go.

Jeffrey C. Altman, P.E.
State Engineer, Local Projects
Local Public Agency Division, 3rd Floor
401 North West Street, Jackson
601.359.7675 (Office)
601.946.7697 (Cell)
jaltman@mdot.ms.gov

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

ORDER NUMBER 210-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 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 October 17, 2017.

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

ORDER NUMBER 211-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation from Chevron Pascagoula Refinery in the amount of $500.00 for the City of Gautier's Bicentennial Celebration to be held November 10, 2017, 6:00 P.M. – 9:00 P.M. at the Gautier Convention Center is hereby approved.

IT IS FURTHER ORDERED the monetary donation from Chevron Pascagoula Refinery is in the best interest of the City of Gautier.

IT IS FURHTER 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 October 17, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/10/2017
Subject: Approval to accept a monetary donation from Chevron Pascagoula Refinery for the City of Gautier's Bicentennial Celebration.

REQUEST:
The Recreation Department is seeking authorization from City Council to accept the following monetary donation in the amount of $500.00 from Chevron Pascagoula Refinery for the City of Gautier's Bicentennial Celebration to be held November 10, 2017 6:00 P.M. - 9:00 P.M. at the Gautier Convention Center.

BACKGROUND:
The City of Gautier proposes an engaging, months-long bicentennial celebration that explores Mississippi's deep cultural roots through art and song. The City hosted Mississippi Masterpieces, an art and songwriting competition open to residents and non-residents alike. The contest and bicentennial celebration will culminate with a final reception on Nov. 10, 2017. This event will offer artists the opportunity to sell and display their submitted art and will feature live performances of the winning songs. Additionally, the event will offer a selection of readings from the works of Mississippi literary icons such as Eudora Welty, Richard Wright, and William Faulkner. The event will also highlight an appearance by former Mississippi Supreme Court Associate Justice and novelist Randy Pierce, who will read from his latest novel, The Peter Bay.

DISCUSSION:
The City of Gautier has received a monetary donation in the amount of $500.00 from Chevron Pascagoula Refinery (Please note, check # 0024171265 from Chevron Pascagoula Refinery reflects a total of $1,500. $1,000 for Cruisin' Through the Decades and $500 sponsorship for the City's Bicentennial Celebration.)

RECOMMENDATION:
The Recreation Department recommends that City Council approve the above monetary donation for the City of Gautier's Bicentennial Celebration.

The City Council may:
1. Approve the monetary donation; or
2. Not approve the monetary donation

ATTACHMENTS:
1. Chevron- Pascagoula Refinery

Chevron

Chevron Products Company
A Division of Chevron U.S.A. Inc.
P.O. Box 6042
San Ramon CA 94583

62-20
311

No. 0024171265

09/05/2017

PAY TO ORDER OF
CITY OF GAUTIER MISSISSIPPI
3330 HWY 90
GAUTIER MS 39553

$$$$$$$$$$$1,500.00

NOT VALID AFTER 1 YEAR

Chevron
AUTHORIZED SIGNATURE

One Thousand Five Hundred and 00/100 Dollars

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

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

ORDER NUMBER 212-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation from Waste Pro USA in the amount of $1,500 for the City of Gautier's Cruisin' Through the Decades Event held October 1, 2017 11:00 A.M. – 5:00 P.M. is hereby approved.

IT IS FURTHER ORDERED these monetary donations are in the best interest of the City of Gautier.

IT IS FURHTER 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 October 17, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/10/2017
Subject: Approval to accept a monetary donation from Waste Pro USA for The City of Gautier's Cruisin' Through the Decades Event.

REQUEST:
The Recreation Department is seeking approval from City Council to accept the following monetary donation from Waste Pro USA in the amount of $1,500 for the City of Gautier's Cruisin' Through the Decades Event held on October 1, 2017.

BACKGROUND:
The 21st Annual Cruisin' the Coast will be held October 1-8, 2017 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one day event called, Cruisin' Through the Decades that will take place October 1, 2017 from 11 a.m. – 5 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:
The City of Gautier has received a monetary donation from Waste Pro in the amount of $1,500 for Cruisin' Through the Decades Event.

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

The City Council may:
1.Approve the monetary donation in the amount of $1,500 ; or
2.Not approve the monetary donation in the amount of $1,500

ATTACHMENTS:
1. Waste Pro

CIT0180 CITY OF GAUTIER WASTE PRO USA 10/3/2017 **50148678**

Ref Nbr	Invoice Nbr	Invc Date	Invoice Amount	Amount Paid	Disc Taken	Net Check Amt
01247217	09222017	09/27/17	1,500.00	1,500.00	0.00	1,500.00

WASTE PRO
Caring For Our Communities

2101 W. State Road 434 Suite 315
Longwood, FL 32779

Wells Fargo Bank
11-24/1210

CHECK # **50148678**

DATE 10/3/2017

Check Amount

********1,500.00

PAY One Thousand Five Hundred and 00/100---------- US Dollars

TO THE ORDER OF

CITY OF GAUTIER
CITY TAX COLLECTOR
3330 HWY 90
GAUTIER, MS 39553-5124

VOID AFTER 90 DAYS

Authorized Signature

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

ORDER NUMBER 213-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for September 2017 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 **Councilwoman Martin,** seconded by **Councilman Jackson** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2017.

City of Gautier
Business Registry
September 2017

ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT
******1006	2018-08-0005578	Inifinty & Beyond Hair Essential	$22.00
*1446	2018-09-0005579	Home Port Qwik Stop	$40.00
862	2018-09-0005580	Studio 1 Productions	$20.00
******1275	2018-08-0005581	Ameriforce Craft Services	$30.00
*1447	2018-09-0005582	Merideth Dickerson State Farm	$20.00
1231	2018-09-0005583	Jeffrey Knight DDS Family Dentistry	$20.00
*1448	2018-09-0005584	K & A	$60.00
1170	2018-09-0005585	Grandview Security LLC	$20.00
1165	2018-09-0005586	Quality Coin Laundry	$35.00
******1253	2018-02-0005587	Wrecking Brew Vapors LLC	$23.20
1282	2018-09-0005588	Jennart Ad Design	$20.00
513	2018-09-0005589	Mcdonald's #5595	$30.00
*1449	2018-09-0005590	Happy Noodle Asian Cuisine	$35.00
791	2018-09-0005591	Walgreen Company	$580.00
511	2018-09-0005592	Primo Engineering	$20.00
******1184	2017-10-0005593	Toulon Apartments	$36.00
1184	2018-10-0005594	Toulon Apartments	$30.00
516	2018-09-0005595	Conrad Yelvington Distributors Inc	$30.00
1334	2018-09-0005596	Food Express	$40.00
1335	2018-09-0005597	Fred's Store #2028	$395.00
1373	2018-09-0005598	National Entertainment Network	$90.00
1327	2018-09-0005599	Dollar General #15710	$70.00
1383	2018-09-0005600	B & D Plastics	$150.00
1336	2018-09-0005601	Martin Bluff Laundromat	$20.00
1384	2018-09-0005602	Just Relax Theraputic Massage	$20.00
557	2018-09-0005603	Awesome Maint & Janitorial SVC	$20.00
		Total	**$1,876.20**

*	New Business	4
**	Slot Amusement	0
***	Due Refund	0
****	Transient Vendor	0
*****	Closed Business	0
******	Delinquent Renewals Issued	4

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

ORDER NUMBER 214-2017

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the City is hereby authorized to accept a Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting grant through the U.S. Department of Justice's Office of Justice Programs and the National Institute of Justice.

IT IS FURHTER 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 October 17, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 10/10/2017
Subject: Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting Grant Acceptance

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REQUEST:
The Grants and Projects Director requests City Council authorization to accept a Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting grant through the U.S. Department of Justice's Office of Justice Programs and the National Institute of Justice.

BACKGROUND:
Under the program Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting (SAFE-ITR) program, NIJ funds States, units of local government, and tribal governments to implement an evidence management program to inventory, track, and report untested and unsubmitted sexual assault kits (SAKs).

Evidence from sexual assaults like weapons, bedding, clothing, and SAKs can be used to corroborate that a crime occurred, identify or eliminate a possible perpetrator, and ascertain whether a suspect may have been involved in other crimes. SAKs contain biological and trace evidence along with other physical evidence collected from a victim. While all evidence from sexual assaults is important, this program focuses on SAKs. SAKs may be stored in a number of places such as crime laboratories, police department evidence storage units, hospitals and clinics. Many law enforcement agencies do not have computerized systems to track the processing of a SAK.

The goal of NIJ's SAFE-ITR program is to establish and maintain accountability for participants in the criminal justice system as it relates to sexual assaults and sexual assault evidence collection and analysis. Establishing and maintaining accountability for law enforcement and laboratories will help ensure that evidence is promptly submitted to and analyzed by an accredited laboratory. Once analyzed, sexual assault evidence can provide investigative leads to the law enforcement agency, allowing the perpetrator to be apprehended before more crimes are committed.

DISCUSSION:
The City of Gautier was awarded a $21,478 grant for the purchase of inventory tracking equipment and software. There is no local match. Currently, the Gautier Police Department tracks SAKs and all other inventory manually. This equipment will streamline the process, making it less prone to human error and more efficient.

RECOMMENDATION:
The Grants and Projects Director recommends that City Council authorize acceptance of a Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting grant through the U.S. Department of Justice's Office of Justice Programs and the National Institute of Justice, as outlined above.

The City Council may:
1) Accept the above SAFE-ITR grant as presented; or
2) Not accept the SAFE-ITR grant.

ATTACHMENTS:

1. Grant Agreement and Conditions

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 29, 2017

Mr. Paula Yancey
City of Gautier
3330 Hwy. 90
Gautier, MS 39553-5124

Dear Mr. Yancey:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY17 Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting Program (SAFE-ITR) in the amount of $21,478 for City of Gautier. This funding supports the FY 2017 Sexual Assault Forensic Evidence-Inventory, Tracking, and Reporting Program (SAFE-ITR) project titled "Gautier Police Department SAK Inventory, Tracking, and Reporting."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Theodore D. Robinson, Grant Manager at (202) 616-1739; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Alan R. Hanson
Acting Assistant Attorney General

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 29, 2017

Mr. Paula Yancey
City of Gautier
3330 Hwy. 90
Gautier, MS 39553-5124

Dear Mr. Yancey:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

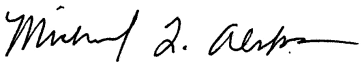
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Gautier
3330 Hwy. 90
Gautier, MS 39553-5124

4. AWARD NUMBER: 2017-AK-BX-0132

5. PROJECT PERIOD: FROM 01/01/2018 TO 12/31/2019

BUDGET PERIOD: FROM 01/01/2018 TO 12/31/2019

6. AWARD DATE 09/29/2017

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

640732369

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

964447817

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE

Gautier Police Department SAK Inventory, Tracking, and Reporting

10. AMOUNT OF THIS AWARD $ 21,478

11. TOTAL AWARD $ 21,478

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(NIJ - BJA Sexual Assault Kit Initiative (SAFE-ITR grants)) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.741 - DNA Backlog Reduction Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Alan R. Hanson

Acting Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

Alan R. Hanson

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Paula Yancey
City Manager

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	AK	60	00	00		21478

21. SAKSGT0437

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

    The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.

SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

SPECIAL CONDITIONS

26. (a) Use of Funds (no DNA testing expenses); No Research

Funds provided under this award shall be used only for the purposes and types of expenses set forth in the fiscal year 2017 program solicitation. The recipient shall ensure that none of the funds under this award are used for DNA testing (such as DNA testing expenses for personnel, equipment, supplies, procurement contracts).

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ grant manager for the award.

(b) Sexual Assault Kit Tracking Requirements

The recipient shall ensure that it tracks and reports on any sexual assault kit within its inventory for a period of not less than twelve months. The recipient shall ensure that any "new" sexual assault kit is incorporated into its inventory within 90 days of possession as set forth in the FY 2017 program solicitation.

The recipient shall ensure that a unique identifier is assigned to each sexual assault kit tracked with funding under this award. The recipient must identify the date upon which the prosecution of the person(s) to whom any sexual assault kit tracked with funding under this award relates would be time-barred by an applicable statute(s) of limitations.

(c) Reporting of sexual assault kit metrics (posting on appropriate public website required); reports must not include personally identifiable information

The recipient shall ensure that it posts sexual assault kit metrics to an appropriate website hosted by the recipient and open (accessible) to the public every 60 days. The recipient agrees that it will post the first such "60-day" report to its website not later than 60 days after the date of inventory completion specified on a properly-executed inventory certification submitted to NIJ in accordance with the FY 2017 program solicitation.

The recipient shall ensure that "60-day" reports (or any other reports or documentation published under this program) do not contain personally identifiable information or any details about a sexual assault that might lead to the identification of the individuals involved.

The recipient shall provide its "60-day" reports (captured during the applicable semi-annual progress reporting period) in its semi-annual progress reports submitted during the life of this award.

27. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

28. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

29. The recipient shall submit a report within 90 days of the end of the award period documenting all relevant project activities during the entire period of support under this award. At a minimum, with respect to funds provided under this FY 2017 award, the final report shall provide: (1) a summary and assessment of the program carried out with the funds made available under this FY 2017 award; (2) data associated with the performance measures set out in the FY 2017 program solicitation. The recipient shall ensure that all data and information necessary for the report are collected throughout the award period. The report must be submitted to the Office of Justice Programs, on-line through https://grants.ojp.usdoj.gov/.

SPECIAL CONDITIONS

30. To assist in information sharing, the award recipient shall provide the NIJ grant manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

31. The recipient shall transmit to the NIJ grant manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

34. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

35. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

    The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

    It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

    The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

SPECIAL CONDITIONS

36. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

37. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

    Categorical Exclusion: Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D). A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

    Modifications: Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

38. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

39. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

    "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

    The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

SPECIAL CONDITIONS

40. High risk: Withholding - Completion of "OJP financial management and grant administration training" required

    The recipient may not obligate, expend, or draw down funds under this award until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2015, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this special condition.

    Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

    A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at https://ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

41. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

42. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Steven Schuetz, Physical Scientist

Subject: Categorical Exclusion for City of Gautier

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Categorical Exclusion: Based upon the information provided by the recipient in its application for these funds, NIJ has determined and the recipient understands that the proposed activities meet the definition of a categorical exclusion, as defined in the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D).

A categorical exclusion is an action that because of the proposed activities' very limited and predictable potential environmental impacts, both on an individual and a cumulative basis, does not have a significant impact on the quality of the human environment. Consequently, no further environmental impact analysis is necessary under the requirements of the National Environmental Policy Act, 42 U.S.C. 4321, for these categorically excluded activities.

Modifications: Throughout the term of this award, the recipient agrees that for any activities that are the subject of this categorical exclusion, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity. This approval will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

U.S. Department of Justice
Office of Justice Programs

National Institute of Justice

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2017-AK-BX-0132

This project is supported under FY17(NIJ - BJA Sexual Assault Kit Initiative (SAFE-ITR grants)) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Theodore Robinson
(202) 616-1739

2. PROJECT DIRECTOR (Name, address & telephone number)

April Havens
Grants and Projects Administrator
3330 Hwy. 90
Gautier, MS 39553
(228) 219-8016

3a. TITLE OF THE PROGRAM

NIJ FY17 Sexual Assault Forensic Evidence - Inventory, Tracking, and Reporting Program (SAFE-ITR)

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Gautier Police Department SAK Inventory, Tracking, and Reporting

5. NAME & ADDRESS OF GRANTEE

City of Gautier
3330 Hwy. 90
Gautier, MS 39553-5124

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2018 TO: 12/31/2019

8. BUDGET PERIOD

FROM: 01/01/2018 TO: 12/31/2019

9. AMOUNT OF AWARD

$ 21,478

10. DATE OF AWARD

09/29/2017

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The City of Gautier Police Department has 40 sworn officers and serves more than 18,500 residents and a heavy load of day visitors/student commuters within its 32 square miles. The young city (incorporated in 1986) has faced natural disaster and economic hardship, and it struggles to find funding for needed equipment. Often, the department must make due with outdated technology or manual methods of record-keeping.

The department currently has no sexual assault kit (SAK) evidence tracking system; or even a formal and functional inventory system. Each piece of evidence is accepted and tracked manually, with only the help of a general incident reporting software that is not intended to be used for inventory.

There is a crucial need for the integration of a software-based SAK tracking system with barcode printing and scanning technology. A new system, complete with a new computer system that is compatible with the software, will allow the small city to better maintain the chain-of-custody on all SAKs and allow the department

OJP FORM 4000/2 (REV. 4-88)

to better serve victims when responding to, investigating, and prosecuting sexual assault. Those are the two main goals of this project.

The requested equipment would create an inventory and tracking system through which older cold-case SAKs, current SAKs, and future SAKs will be input, coded, and tracked appropriately. It would help eliminate the possibility of human error when checking in and out the SAK evidence. The data gathered by a SAK tracking system will also allow the evidence technician to easily report SAK numbers to the granting agency and to the general public through the city's newly redesigned and user-friendly website.

The resulting electronic inventory, expected to be complete within six months, would also be easily searchable, which is a major asset since the current system in not searchable by specific piece of evidence or type of evidence.

ca/ncf

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

ORDER NUMBER 215-2017

WHEREAS, the East Central Middle School has requested that the City waive all fees associated with entrance to Shepard State Park, and the use of the pavilion area on October 27, 2017; and

WHEREAS, the City has authority to waive such fees to a governmental entity such as the school district;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by East Central Middle School to waive entrance and use fees for Shepard State Park to host its Field Trip Picnic on October 27, 2017 is hereby approved.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/10/2017
Subject: Approval of a request to waive entrance and use fees for Shepard State Park

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REQUEST:
The Recreation Department has received a request from East Central Middle School to waive entrance and use fees for Shepard State Park to host its Field Trip Picnic at Shepard State Park on October 27, 2017.

BACKGROUND:
East Central Middle School 6th grade students will be visiting the Mississippi Gulf Coast Community College Jackson County Campus on October 27th for a career and college day. The school would like to visit Shepard State Park to have a picnic lunch.

DISCUSSION:
In an effort to make this trip affordable for East Central Middle School 6th graders a waiver of entrance and use fees has been requested.

RECOMMENDATION:
The Recreation Department recommends that City Council waive entrance and use fees for Shepard State Park for East Central Middle School Field Trip Picnic. The Recreation Department has determined that it is in the best interest of the City to waive entrance and use fees, as this event is an economic tool that brings favorable notice the opportunities, possibilities, and resources of Shepard State Park and to the City of Gautier.

The City Council may:
1. Approve waiver of entrance and use fees for Shepard State Park for East Central Middle School Field Trip Picnic; or
2. Not approve wavier of entrance and use fees for Shepard State Park for East Central Middle School Field Trip Picnic

ATTACHMENT:

1. Use Fee Waiver Request

East Central Middle School

Jackson County School District
21725 Slider Road
Moss Point, MS 39562
228-588-7009

Principal
Monique Farrington

Guidance
L.Guaggenti

Assistant Principal
Sherie Tanner

October 4, 2017

City of Gautier - City Council
3330 Highway 90
Gautier, MS 39553

Dear Ms. Bilbo,

On October 27, 2017 our East Central Middle School 6th grade students will be visiting the Mississippi Gulf Coast Community College Jackson County Campus for a career and college day. At the end of our visit, around 12:30, we would like to visit Shepard State Park to have a picnic lunch. I understand you have a beautiful pavilion area in the park that can accommodate our 200 students.

In order to reduce the cost to our students, I would like to request the waiver of all fees associated with a visit to your park. I would certainly appreciate any consideration you could give us in this matter. I look forward to your response. Thank you again for this opportunity for our students to visit your park.

Sincerely,

Monique Farrington

Monique Farrington
Principal
East Central Middle School

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

ORDER NUMBER 216-2017

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of two portable lights for the annual Trunk or Treat from October 27, 2017 through October 31, 2017 for security purposes: and

WHEREAS, the City has authority to provide said equipment to a governmental entity such as the community college as described above;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of two portable lights for the annual Trunk or Treat from October 27, 2017 through October 31, 2017 for security purposes is hereby approved.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2017.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Community Activities Manager

Date: October 10, 2017

Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights

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REQUEST:
The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of two portable lights for a period of no more than five days beginning on October 27th and ending October 31st. for the purpose of providing lighting for security purposes during the annual Trunk or Treat

BACKGROUND:
Mississippi Gulf Coast Community College is the host location for the annual Trunk or Treat for the local community. Last year's event had over 2,000 attendees. The event offers fun & free activities including: trunk or treat, children's games & activities arts & crafts, face painting, and children's costume contest.

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

RECOMMENDATION:
The Recreation Department recommends that City Council approve the use of two portable lights for a period of no more than five days beginning on October 27th and ending October 31st.

The City Council may:

1. Approve the use of two portable lights for a period of no more than five days beginning on October 27th and ending October 31st ; or

2. Not approve the use of two portable lights for a period of no more than five days beginning on October 27th and ending October 31st

ATTACHMENT(S):
Letter of Request MGCCC

Mary S. Graham, President
www.mgccc.edu

MGCCC
Mississippi Gulf Coast Community College

"Making a positive difference..."

Supported by Harrison, Stone, Jackson and George Counties

October 5, 2017

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

Dear Ms. Bilbo,

We are requesting the temporary use of two sets of portable lights to assist with our lighting needs for our Fall Festival/Trunk-or-Treat. We would need the lights to be delivered on Friday, October 27th for use on Monday, October 30th. They will be ready for pick up on October 31st.

This is a community event that we hold annually. Last year, we had over 2,000 attendees. This year, we are expecting it to be even bigger with even more attendees.

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

Sincerely,

Tammy Franks

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

TF/ad

Councilwoman Martin made a motion to adjourn until November 7, 2017 at 6:30PM.

Councilman Jackson seconded the motion and the vote unanimously carried.

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 November 7, 2017.