

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 3, 2019 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Farmers Market May-September (2nd Saturday Monthly) 8:00 am until 12:00 pm at George Martin City Park.**
- 2. Gautier Youth Football & Cheer League Opening Ceremony, September 7, 2019 at 8:30am Gautier High School**
- 3. Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on September 27, 2019 from 6pm until 8:30pm.**
- 4. City of Gautier's Cruisin' Through the Decades Event October 6, 2019 from 11:00 a.m. - 4:00 p.m. at Singing River Mall Property**

IV. Presentation Agenda

- 1. Proclamation of Recognition to Seth Borries**
- 2. Paige Roberts - Jackson County Chamber of Commerce**

V. Business Agenda

1. Approval to conduct a public hearing for FY 2020 Budget and adoption of a resolution fixing the Municipal Tax Levy

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act).

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

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

1. Authorizing the appointment and removal of committee members from the Gautier Senior Steer Committee
2. Approval of minutes from Recessed Council Meeting held August 20, 2019
3. Approval of the FY 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP
4. Approval of an extension to the option to purchase real property from Singing River, LLC.

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 September 10, 2019 at 6:00 PM

www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 3, 2019**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Farmers Market May-September (2nd Saturday Monthly) 8:00 am until 12:00 pm at George Martin City Park.
2. Gautier Youth Football & Cheer League Opening Ceremony, September 7, 2019 at 8:30am Gautier High School
3. Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on September 27, 2019 from 6pm until 8:30pm.
4. City of Gautier's Cruisin' Through the Decades Event October 6, 2019 from 11:00 a.m. – 4:00 p.m. at Singing River Mall Property

NOTES:



Nature's Playground

2nd Saturday

Farmers MARKET



MAY — SEPTEMBER
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



Petro
CHEVROLET Cadillac

THE CITY OF GAUTIER
present **ROCKIN' the
ROUNDABOUT**
in GAUTIER

FREE EVENT!

LIVE MUSIC
4th Fri
of t
mo
6-8:

AUGUST 23

SEPTEMBER 27

OCTOBER 25

NOVEMBER 22



CITY OF GAUTIER'S

GAUTIER
MISSISSIPPI



Nature's Playground

Cruisin'



THROUGH THE DECADES

CALLING ALL CAR ENTHUSIASTS!

RESERVED PARKING & CRUISIN' LANE FOR ALL CRUISERS

FREE CAR SHOW

ALL MAKES MODELS AND YEARS WELCOME
MULTIPLE PEOPLES CHOICE TROPHIES FOR CARS AND
BIKES

CAR SHOW



OCTOBER 6, 2019

11:00 A.M. - 4:00 P.M.

**SINGING RIVER MALL PROPERTY
GAUTIER**

Good Food



For More Information Call Gautier City Hall 228-497-8000
Facebook - City of Gautier Recreation & Community Events

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 3, 2019**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Proclamation of Recognition to Seth Borries
2. Paige Roberts – Jackson County Chamber of Commerce

NOTES:

**CITY OF GAUTIER
PROCLAMATION OF RECOGNITION**

WHEREAS, Seth Borries, a lifelong resident of Gautier, has been a blade smith for five years; and

WHEREAS, he currently serves as vice president of the Gulf Coast Knifemakers Guild; and

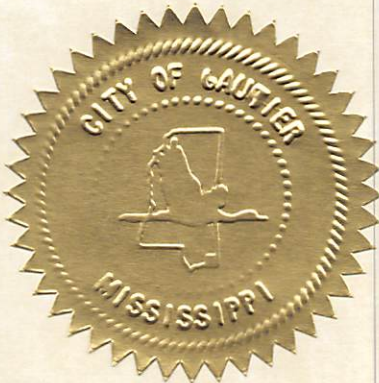
WHEREAS, Seth was featured August 21, 2019, on Season 6 of the History Channel's popular knife-making series, *Forged in Fire*; and

WHEREAS, he successfully contended against three other competitors to complete an on-site challenge and moved on to a final challenge that required him to forge Napoleon Bonaparte's saber; and

WHEREAS, Seth successfully forged the famous battle sword at his home forge in Gautier and went on to become the *Forged in Fire* champion;

NOW, THEREFORE, on behalf of Council and all our citizens of Gautier, Mississippi, I am pleased to present this Proclamation of Recognition to Seth Borries in honor of his *Forged in Fire* championship.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 3rd day of September, 2019.



Phil Torjusen, Mayor
City of Gautier, Mississippi

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

Council Meeting:
Title:

September 3, 2019
Approval to Conduct a public hearing for FY 2020
Budget and adoption of a resolution fixing the
Municipal Tax Levy

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval to conduct a public hearing for FY 2020 Budget and adoption of a resolution fixing the Municipal Tax Levy

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2019

**RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL
CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY,
FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR
OCTOBER 1, 2019 – SEPTEMBER 30, 2020**

BE IT RESOLVED BY the Mayor and Members of the Council of the City of Gautier, Jackson County, Mississippi:

Section 1: That for the fiscal year 2019-2020, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 33.89 mills on each dollar (\$1.00) valuation

Provide for general operations and improvements: 31.09 mills

Provide for Police and Fire Department operations: 2.80 mills

For Municipal Library Tax for 1.00 mill on each dollar (\$1.00) valuation

Support Library functions and programs

For Debt Service 8.11 mills on each dollar (\$1.00) valuation

Fund annual bond payments and general debt related to Public Safety

SECTION 2: This resolution shall take effect and be in force as provided by law.

SECTION 3: The City Manager or City Clerk is hereby authorized to sign any and all documents required.

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

AYES:

NAYS:

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 3rd day of September, 2019.

Philip H Torjusen
MAYOR

ATTEST:

Cindy L. Russell
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 3, 2019.

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

Council Meeting:
Title:

September 3, 2019
Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act).

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 317

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act); and

WHEREAS, Seymour Engineering has offered to provide these services pursuant to the attached Professional Services Agreement; and

WHEREAS, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program to install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant; and

WHEREAS, the City received responses from Compton Engineering, Michael Baker International, Pickering Engineering, and Seymour Engineering; and

WHEREAS, a five-person review committee scored all proposals, and Seymour Engineering received the highest overall score; and

WHEREAS, the City Council has previously granted approval for staff to negotiate with Seymour Engineering for professional engineering services; and

WHEREAS, this contract will provide services including topographic survey, MDEQ project management, preparing a bid package for the videoing of existing sewer infrastructure and flow metering, engineering design, bidding, construction administration, and resident project representative; and

WHEREAS, the cost of the contract is not to exceed \$455,900; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act) is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/27/2019
Subject: Old Spanish Trail/Gautier Vancleave Road Sewer Improvements (RESTORE Act) -
Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act).

BACKGROUND:

The City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road.

The City issued a request for qualifications for professional engineering services related to this project and received four responses. Responses were received from Compton Engineering, Michael Baker International, Pickering, and Seymour Engineering. A five-person review committee scored all proposals, and Seymour Engineering received the highest overall score. The City Council has previously granted approval for staff to negotiate with Seymour Engineering for professional engineering services.

DISCUSSION:

This contract will provide services including topographic survey, MDEQ project manager, preparing a bid package for the videoing of existing sewer infrastructure and flow metering, engineering design, bidding, construction administration, and resident project representative. The cost of the contract is not to exceed \$455,900.

This contract has been submitted to and approved by MDEQ.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (RESTORE Act).

The City Council may:

- 1) Approve entering into a professional services agreement with Seymour Engineering for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project, as presented; or
- 2) Not approve entering into a professional services agreement with Seymour Engineering for the Old Spanish Trail/Gautier Vancleave Road sewer improvements project.

ATTACHMENTS:

1. Proposed Seymour Engineering Agreement

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

THIS IS AN AGREEMENT made as of _____, 2019, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct a new sanitary sewer system and lift station along Old Spanish Road and Gautier-Vancleave Road in Gautier, Mississippi (hereinafter called the Project).

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

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design.

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

1.3. Final Design Phase.

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

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

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

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

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

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

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

1.4 Bidding or Negotiating Phase.

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

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

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

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

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

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

1.5. Construction Phase.

During the Construction Phase:

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

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

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

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

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

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

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

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

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

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

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

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

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

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

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

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

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

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands

whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

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

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

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

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Working with MDEQ Program Manager throughout Construction Phase.

2.1.6. Engineering assistance in preparing documents related to Video of Existing Sewer Infrastructure and Flow Metering.

SECTION 3 - PAYMENTS TO ENGINEER

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

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

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

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

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

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit B. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

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

3.2 Times of Payments.

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

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

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

4.2. Reuse of Documents.

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

4.3. Insurance.

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

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

4.4. Controlling Law.

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

4.5. Successors and Assigns.

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

executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

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

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

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design and Construction Phases of this Contract between the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 **Exhibit A** Duties, Responsibilities and Limitations of Authority of Resident Project Representative, consisting of 3 pages.

5.2.2 **Exhibit B** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.3 **Exhibit C** Payments to Engineer, consisting of 2 pages.

5.2.4 **Exhibit D** Mississippi Department of Environmental Quality Attachments, consisting of 76 pages.

5.3 This Agreement (consisting of pages 1 to 90, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER:

DATE:

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

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

ENGINEER:

DATE:

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

ADDRESS FOR GIVING NOTICES:

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

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

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

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____**2019**, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

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

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

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B
STANDARD HOURLY RATES

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

REIMBURSABLE:

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

NOTE: ALL TRAVEL COSTS SHALL NOT EXCEED THE ALLOWABLE REIMBURSEMENTS AS ADOPTED BY THE STATE OF MISSISSIPPI.

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

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2019 between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. ADDITIONAL SERVICES:

A. Topographic Survey

Conduct a topographic survey of the project area with elevation cross-sections, existing structures, and pertinent drainage data will be collected. Existing sanitary sewer and water distribution lines will be located. A Topographic Survey drawing will be provided depicting existing conditions.

COST: LUMP SUM \$35,800.00

B. MDEQ Project Manager

Construction Phase Services working with MDEQ Program Manager in relation to material submittals, interpreting Contract Documents, Applications for Payment, Change Orders, Final Inspection and completion of Punch List items.

COST: LUMP SUM \$25,000.00

C. Videoring of Existing Sewer Infrastructure and Flow Metering

- i. Prepare a bid package to conduct CCTV inspections and Flow Meter Study.
- ii. Perform bidding services for selection of a contractor.
- iii. Work with contractor (60 Days) to establish sewer flow rates.
- iv. Work with contractor to complete CCTV inspections (60 Days).
 - a. Conduct scheduling of video services
 - b. Work with contractor daily to select the most advantageous locations.
 - c. Work with contractor daily to ensure quality assurance/control.
 - d. Assist with preparation of final CCTV videos and report for submission to Owner.

COST: LUMP SUM \$60,000.00

2. BASIC SERVICES:

A. Engineering Design

Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes constructing a new pump

station and installing new sewer lines along Old Spanish Trail and Gautier-Vancleave Road. New sewer lines will continue north on Gautier-Vancleave Road.

COST: LUMP SUM \$124,865.00

B. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$9,605.00

C. Construction Administration

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

COST: LUMP SUM \$57,630.00

D. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: \$143,000.00



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

Required Attachments for RESTORE Direct Component Professional Services Contracts

Non-State Agencies – Template version 08.15.2019

The “Required Attachments for RESTORE Direct Component Professional Services Contracts” is not intended to represent all requirements and obligations that may be applicable to this contract. This contract is subject to the terms and conditions of the Sub-Award Agreement between the Mississippi Department of Environmental Quality (“MDEQ”) and the Project Owner (Subrecipient), the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the “Direct Component,” as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors.

Requirements applicable to this contract, as well as any covered subcontracts or vendors, include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- FEDERAL SPECIAL AWARD CONDITIONS
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- MDEQ STANDARD SUB-AWARD TERMS AND CONDITIONS
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- PROCUREMENT OF RECOVERED MATERIALS
- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS
- MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008 (Miss. Code Annotated §§71-11-1, et seq.)
- EXAMPLE OF E-VERIFY CERTIFICATION LETTER
- SUBCONTRACTOR LISTING FORM

CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING

By entering into this contract, the contractor expressly acknowledges that:

- 1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);
- 2) Any contract awarded will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;
- 3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,
- 4) Any contract awarded is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).
- 5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Mississippi.

The owner will not enter into a contract with a contractor, or the contractor's principals, if the contractor or its principals appear on the federal government's Excluded Parties List. The contractor does hereby certify, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The contractor must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at <http://www.sam.gov>.

FEDERAL SPECIAL AWARD CONDITIONS

The following Special Award Conditions apply to this contract, in addition to all other terms and conditions of the contract, and are not intended to supersede any other section of the contract, unless affirmatively stated:

NOT APPLICABLE

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITION

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

August 2017



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”);
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury’s RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

2. Notifications

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The DUNS Number of the entity;
 - iii. Location of the entity;
 - iv. Discipline or disciplines assigned to the Center of Excellence;
 - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by budget category the use of all funds received.
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period;
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief

description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have been materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

- b. The recipient must:
 - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
 - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at <https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/DirectComponent.aspx>.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

- d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

- b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms);
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
- 2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 - 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
 - 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the

contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: The recipient must minimize

the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
 - vi. Any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and

procedures.

- ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

- i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.
- b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- c. The recipient must promptly refund any balances of unobligated cash that

Treasury paid.

- d. Within 90 days after receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
 - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
 - iii. Requiring additional activity, project, or program monitoring,
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance;
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to

Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

3. Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Lobbying Restrictions

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under

this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an

erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,

- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

- 1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
- 3. Requirements applicable to recipients that are states: When executing procurement

actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.

4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive

orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089 Invasive Species, EO 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland “Anti-Kickback” Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this

Award.

6. Increasing Seat Belt Use in the United States

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or
 - iii. Use forced labor in the performance of this Award or subawards under this Award.
2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
 - ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006, as amended. (Pub. L. No. 109-282. 31 U.S.C. § 6101 note)

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at

<http://www.USASpending.gov>.

- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsrc.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and
 - ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number

established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition.

The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. Publications and Signage

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. Foreign Travel

- a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral “Open Skies Agreements” (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple “Open Skies Agreements” currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State’s website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR’s deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC’s Bureau of Industry and Security. These are generally known as “dual-use” items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R. §

734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this

award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a “Covenant of Purpose, Use and Ownership” (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a “Covenant of Purpose, Use and Ownership” (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient’s reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Reporting Requirement

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years of a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

- a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury

determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

15. Contracting with small and minority businesses, women’s business enterprise, and labor surplus area firms

The recipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

16. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must

be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

17. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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. The contractor 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) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor 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, or pursuant thereto, 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 with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract 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 will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will 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, 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 that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant 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, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

MDEQ STANDARD SUB-AWARD TERMS AND CONDITIONS

ATTACHMENT C

STANDARD SUB-AWARD TERMS AND CONDITIONS

1. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding its conflicts of laws provisions. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or 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 MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. REPRESENTATION REGARDING CONTINGENT FEES

SUB-RECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4. REPRESENTATION REGARDING GRATUITIES

SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>

6. SUB-AWARDS

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

7. COMPLIANCE WITH LAWS

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

8. STOP WORK ORDER

A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, 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, SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- (1) cancel the stop work order; or,

- (2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

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, SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- (1) The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- (2) SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

D. *Adjustment of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

9. E-PAYMENT

SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq..

10. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, et seq. The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT

further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

11. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <http://www.transparency.mississippi>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

12. PAYMODE

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

13. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- (1) *Termination.* The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- (2) *SUB-RECIPIENT’s Obligations.* SUB-RECIPIENT shall immediately terminate the specified Work and any further expenditure or obligation of funds, and return to MDEQ any unobligated and unspent portion of the funds then held by SUB-RECIPIENT and shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the

termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to the State. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

If SUB-RECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUB-RECIPIENT in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may then immediately terminate SUB-RECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT in which the State has an interest.

C. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUB-RECIPIENT, if SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUB-RECIPIENT shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

14. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies

may, at the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. Section 49-17-41.

15. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi governmental entity; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

17. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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 Agreement or Contract under a public

transaction;

- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.
- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall following provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Agreement.
- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
 - (2) Generally known or easily ascertainable by nonparties to this Agreement;
 - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) Independently developed by the recipient without any reliance on confidential information;
 - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty; or
 - (6) Disclosed with the Disclosing Party’s prior written consent; or
 - (7) As otherwise required to be disclosed by law.

19. FAILURE TO ENFORCE

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

20. FORCE MAJEURE

Each Party shall be excused from performance for 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 such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ

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 shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

21. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

22. SUB-RECIPIENT STATUS

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT 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, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT 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. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

23. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes any equipment purchased under

this Agreement. Should the SUB-RECIPIENT procure additional insurance against liability for injury to persons or property, it should have MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

24. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-RECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

25. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

26. 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 MDEQ and agreed to by SUB-RECIPIENT.

27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, Treasury, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT's books, documents, papers, and other records which are maintained or produced as a

result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to SUB-RECIPIENT, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and Treasury.

30. RIGHT TO INSPECT WORK; ACCESS

Treasury, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder.

Notwithstanding any review or inspection by Treasury, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, SUB-RECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUB-RECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-RECIPIENT's performance of the Work.

31. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. THIRD PARTY ACTION NOTIFICATION

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or work. If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

34. WAIVER

No delay or omission by either Party to this Agreement in exercising anyright, power, or remedy hereunder or otherwise afforded by 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 of 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 or require waiver of future or other defaults.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUB-RECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracting Party and any contractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the SUB-RECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

37. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

39. EVALUATION

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

40. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

41. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 USC 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment

of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See §200.322 Procurement of recovered materials.

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.322.

2 CFR §200.322 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Prior to contract execution, the prime contractor must submit:

- A written certification that no subcontracts will be issued.
- OR -
- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an MDOT, SBA or MDA certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See “Sample Letter from Contractor to MBE/WBE Firms” below.)
- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts.
- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE.

The contractor may utilize the following resources to assist in MBE/WBE affirmative outreach:

- MDOT Disadvantaged Business Entity (DBE) Website:
<http://sp.mdot.ms.gov/Civil%20Rights/Pages/DBE.aspx>
- MDA Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Directory:
<https://minority.mississippi.org/MinorityBusinessDirectory.aspx>

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]

[ADDRESS]

[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

Our company has been engaged to support the above referenced project. We are soliciting a proposal from you for the services described below:

[DESCRIBE SCOPE OF WORK FOR SERVICES BEING SOLICITED FROM MBE/WBE FIRM]

Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]

[NAME OF COMPANY]

Enclosure: [SCOPE OF WORK]

MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008

TITLE 71. LABOR AND INDUSTRY CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-1

§ 71-11-1. Legislative findings

The Legislature finds that when illegal immigrants have been sheltered and harbored in this state and encouraged to reside in this state through the benefit of work without verifying immigration status, these practices impede and obstruct the enforcement of federal immigration law, undermine the security of our borders, and impermissibly restrict the privileges and immunities of the citizens of Mississippi. The Legislature further finds that illegal immigration is encouraged when public agencies within this state provide public benefits without verifying immigration status. The Legislature further finds that the Tenth Amendment to the United States Constitution reserves to the states those powers not delegated to the United States by the Constitution. Therefore, the Legislature declares that it is a compelling public interest of this state to discourage illegal immigration by requiring all agencies within this state to fully cooperate with federal immigration authorities in the enforcement of federal immigration laws. The Legislature also finds that other measures are necessary to ensure the integrity of various governmental programs and services.

TITLE 71. LABOR AND INDUSTRY CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-3

§ 71-11-3. Definitions; verification of work eligibility status of new hires; employer liability; exemptions; penalties for violation.

(1) This chapter shall be known as the "Mississippi Employment Protection Act."

(2) The provisions of this section shall be enforced without regard to race, gender, religion, ethnicity or national origin.

(3) For the purpose of this section only, the following words shall have the meanings ascribed herein unless the content clearly states otherwise:

(a) "Employer" is any person or business that is required by federal or state law to issue a United States Internal Revenue Service Form W-2 or Form 1099 to report income paid to employed or contracted personnel in Mississippi.

(b) "Employee" is any person or entity that is hired to perform work within the State of Mississippi and to whom a United States Internal Revenue Service Form W-2 or Form 1099 must be issued.

(c) "Third-party employer" is any person or company that provides workers for another person or company. This includes, but is not limited to, leasing companies and contract employers.

(d) "Status verification system" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996,

Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a, and operated by the United States Department of Homeland Security, known as the E-Verify Program.

(e) "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

(f) "Public employer" means every department, agency or instrumentality of the state or a political subdivision of the state.

(g) "Subcontractor" means a subcontractor, contract employee, staffing agency or any contractor regardless of its tier.

(4) (a) Employers in the State of Mississippi shall only hire employees who are legal citizens of the United States of America or are legal aliens. For purposes of this section, a legal alien is an individual who was lawfully present in the United States at the time of employment and for the duration of employment, or was permanently residing in the United States under color of law at the time of employment and for the duration of employment.

(b) (i) Every employer shall register with and utilize the status verification system to verify the federal employment authorization status of all newly hired employees.

(ii) No contractor or subcontractor shall hire any employee unless the contractor or subcontractor registers and participates in the status verification system to verify the work eligibility status of all newly hired employees.

(iii) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract unless the contractor or subcontractor registers and participates in the status verification system to verify information of all newly hired employees.

(c) The provision of this section shall not apply to any contracts entered into on or before July 1, 2008.

(d) It shall be a discriminatory practice for an employer to discharge an employee working in Mississippi who is a United States citizen or permanent resident alien while retaining an employee who the employing entity knows, or reasonably should have known, is an unauthorized alien hired after July 1, 2008, and who is working in Mississippi in a job category that requires equal skill, effort and responsibility, and which is performed under similar working conditions, as defined by 29 USC, Section 206(d) (1), as the job category held by the discharged employee.

(e) An employing entity which, on the date of the discharge in question, was enrolled in and used the status verification system to verify the employment eligibility of its employees in Mississippi hired after July 1, 2008, shall be exempt from liability, investigation or suit arising from any action under this section.

(f) No cause of action for a violation of this section shall lie under any other Mississippi law but shall arise solely from the provisions of this section.

(5) Any employer that complies with the requirements of this section shall be held harmless by the Mississippi Department of Employment Security, provided the employer is not directly involved in the creation of any false documents, and provided that the employer did

not knowingly and willfully accept false documents from the employee.

(6) (a) All third-party employers that conduct business in Mississippi shall register to do business in Mississippi with the Mississippi Department of Employment Security before placing employees into the workforce in Mississippi.

(b) Third-party employers shall provide proof of registration and any participation in the status verification system to any Mississippi employer with whom they do business.

(7) (a) State of Mississippi agencies and political subdivisions, public contractors and public subcontractors and private employers with two hundred fifty (250) or more employees shall meet verification requirements not later than July 1, 2008.

(b) Employers with at least one hundred (100) but less than two hundred fifty (250) employees shall meet verification requirements not later than July 1, 2009.

(c) Employers with at least thirty (30) but less than one hundred (100) employees shall meet verification requirements not later than July 1, 2010.

(d) All employers shall meet verification requirements not later than July 1, 2011.

(e) (i) Any employer violating the provisions of this section shall be subject to the cancellation of any state or public contract, resulting in ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted to the employer by any agency, department or government entity in the State of Mississippi for the right to do business in Mississippi for up to one (1) year, or both.

(ii) The contractor or employer shall be liable for any additional costs incurred by the agencies and institutions of the State of Mississippi, or any of its political subdivisions, because of the cancellation of the contract or the loss of any license or permit to do business in the state.

(iii) Any person or entity penalized under this section shall have the right to appeal to the appropriate entity bringing charges or to the circuit court of competent jurisdiction.

(f) The Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services and the Attorney General shall have the authority to seek penalties under this section and to bring charges for noncompliance against any employer or employee.

(8) (a) There shall be no liability under this section in the following circumstances:

(i) An employer who hires an employee through a state or federal work program that requires verification of the employee's social security number and provides for verification of the employee's lawful presence in the United States in an employment-authorized immigration status;

(ii) Any candidate for employment referred by the Mississippi Department of Employment Security, if the Mississippi Department of Employment Security has verified the social security number and provides for verification of the candidate's lawful presence in the United States in an employment-authorized immigration status; or

(iii) Individual homeowners who hire workers on their private property for noncommercial purposes, unless required by federal law to do so.

(b) (i) Compliance with the sections of this statute shall not exempt the employer from regulations and requirements related to any federal laws or procedures related to employers.

(ii) This section shall not be construed as an attempt to preempt federal law.

(c) (i) It shall be a felony for any person to accept or perform employment for compensation knowing or in reckless disregard that the person is an unauthorized alien with respect to employment during the period in which the unauthorized employment occurred. Upon conviction, a violator shall be subject to imprisonment in the custody of the Department of Corrections 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.

(ii) For purposes of determining bail for persons who are charged under this section, it shall be a rebuttable presumption that a defendant who has entered and remains in the United States unlawfully is deemed at risk of flight for purposes of bail determination.

EXAMPLE OF E-VERIFY CERTIFICATION LETTER

Date _____

TO: Project Owner
P. O. Box 12345
Anytown, MS 12345

RE: Compliance with Mississippi Employment Protection Act of 2008 and the United States
Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify)

Project Name _____
Project Number _____

The purpose of this letter is to inform you that _____ (Contractor and/or Subcontractor's
Company Name) is in compliance with the Mississippi Employment Protection Act of 2008
as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and
the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our
E-Verify registration number is _____.

Attached, for your review, is a copy of the documentation showing our company's
participation in the E-Verify program and upon request, copies of employee's certifications will
be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above-mentioned Act is not followed
consequences may occur as contemplated in that Act.

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

Sincerely,

President of Company

**If you are not already enrolled you may enroll by going to the E-Verify Web site at
www.uscis.gov/e-verify follow the directions and tutorial.**

SUBCONTRACTOR LISTING FORM

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)

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

Council Meeting:
Title:

**September 3, 2019
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2019

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	193005	09/03/2019	08/19/2019			60.00	
	Account Number 001-100-699	Description ANALYTICAL FEES		Invoice # 90082483	Date 08/01/2019	P.O.	Amount	60.00
001	GLOBALSTAR	193008	09/03/2019	08/20/2019			87.25	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0010563142	Date 08/16/2019	P.O.	Amount	87.25
001	C SPIRE WIRELESS	193014	09/03/2019	08/21/2019			562.59	
	Account Number 001-100-605	Description POLICE CELLS		Invoice # 0032680896	Date 07/12/2019	P.O.	Amount	562.59
001	AT&T	193015	09/03/2019	08/21/2019			231.70	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284972172	Date 08/14/2019	P.O.	Amount	231.70
001	AT&T	193016	09/03/2019	08/21/2019			139.79	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284977070	Date 08/14/2019	P.O.	Amount	139.79
001	AT&T	193017	09/03/2019	08/21/2019			32.42	
	Account Number 001-100-699	Description NCIC TELECOM		Invoice # 2284970262	Date 08/14/2019	P.O.	Amount	32.42
001	DELTA COMPUTER SYSTEMS INC	193033	09/03/2019	08/23/2019			485.00	
	Account Number 001-092-698	Description ACCTG SOFTWARE MAINT		Invoice # MN137161	Date 08/15/2019	P.O.	Amount	335.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN137161	08/15/2019			20.00
	001-092-698	PRIV LICENSE SOFTWARE MAINT		MN137162	08/15/2019			130.00
001	AT&T	193036	09/03/2019	08/23/2019			3,068.95	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 08/14/2019	P.O.	Amount	3,068.95
001	CABLE ONE INC	193042	09/03/2019	08/26/2019			83.32	
	Account Number 001-161-698	Description SEPT 2019: CFD #122024086		Invoice # 08162019	Date 08/23/2019	P.O.	Amount	83.32
001	CABLE ONE INC	193043	09/03/2019	08/26/2019			83.32	
	Account Number 001-161-698	Description SEPT 2019: NFD #122024383		Invoice # 08162019	Date 08/23/2019	P.O.	Amount	83.32
001	CABLE ONE INC	193044	09/03/2019	08/26/2019			83.32	
	Account Number 001-161-698	Description SEPT 2019: SFD #122025091		Invoice # 08162019	Date 08/23/2019	P.O.	Amount	83.32
001	MSC 7511	193047	09/03/2019	08/26/2019			200.84	
	Account Number 001-100-699	Description FNK100-01 RENTAL FEE		Invoice # INV3227960	Date 08/19/2019	P.O.	Amount	152.15
	001-100-699	MPC2504EX USAGE: COLOR		INV3227960	08/19/2019			48.69

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001	CORE DISTINCTION GROUP LLC	193049	09/03/2019	08/27/2019			4,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	RETAINER: HOTEL STUDY		1096	08/08/2019			4,500.00
001	LIBERTY MUTUAL INSURANCE COMPANY	193050	09/03/2019	08/27/2019			525.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	EMPLOYMENT SECURITY BOND		325421484	08/13/2019			525.00
001	OVERHEAD DOOR COMPANY OF HATTIESBURG INC	193052	09/03/2019	08/27/2019			388.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	REPAIR NW BAY DOOR: NORTH STN		104410	08/15/2019			388.50
001	DEREK C MCCOY	193053	09/03/2019	08/27/2019			26.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIMB: MFIA TRNG		08162019	08/22/2019			26.72
001	JACKSON COUNTY ECONOMIC DEVELOPMENT	193054	09/03/2019	08/27/2019			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-643	2019 PLEDGE		655	08/13/2019			500.00
001	FOSTERS A/C & HEATING INC	193055	09/03/2019	08/27/2019			252.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA CLEANING: PLANNING		P1052131	08/15/2019			176.00
	001-092-635	CHANGE CAPACITOR		W1053755	08/20/2019			76.00
001	BUTLER SNOW LLP	193056	09/03/2019	08/27/2019			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	FY2018 BOND DISCLOSURE		10232305	07/31/2019			3,000.00
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	193058	09/03/2019	08/27/2019			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	EVENT SPONSORSHIP		09192019	08/20/2019			1,000.00
001	SINGING RIVER ELECTRIC COOPERATIVE	193059	09/03/2019	08/27/2019			797.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		08152019	08/23/2019			303.38
	001-161-631	MARTIN BLUFF FD 58380001		08162019	08/26/2019			267.06
	001-201-629	SIGNAL LIGHTS 17546		08162019	08/26/2019			32.10
	001-092-631	CITY LIMIT SIGN 17546		08162019	08/26/2019			25.87
	001-100-631	MBLUFF SUB STN 58521002		08162019	08/26/2019			168.60
001	CITY OF GAUTIER 7M BOND ACCT	193066	09/03/2019	08/28/2019			909,873.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR FUND 130 MDOT REIMB		08282019	08/28/2019			909,873.51
001	FUELMAN	193067	09/03/2019	08/28/2019			2,809.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP56767499	08/19/2019			2,131.79
	001-161-525	UNL & DSL FUEL		NP56767499	08/19/2019			491.75
	001-170-525	UNL & DSL FUEL		NP56767499	08/19/2019			140.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	193067	09/03/2019	08/28/2019			2,809.56	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-525	UNL FUEL		NP56791932	08/19/2019		45.87	
001	FUELMAN	193070	09/03/2019	08/28/2019			3,054.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP56791932	08/26/2019		81.27	
	001-092-525	UNL FUEL		NP56791932	08/26/2019		27.39	
	001-100-525	UNL FUEL		NP56791932	08/26/2019		2,137.66	
	001-161-525	UNL & DSL FUEL		NP56791932	08/26/2019		586.52	
	001-170-525	UNL & DSL FUEL		NP56791932	08/26/2019		222.04	
001	MS PRESS	193072	09/03/2019	08/28/2019			328.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	52 WEEK RENEWAL	36500	2185051	08/15/2019		328.40	
001	SEYMOUR ENGINEERING PLLC	193073	09/03/2019	08/28/2019			850.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	DESIGN: SOUNDVIEW GEO GRID		7176	08/28/2019		850.00	
001	GALLS LLC	193077	09/03/2019	08/28/2019			2,190.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	GALLS SAM BROWNE BELT (2)		BC0902789	08/09/2019	190804	79.98	
	001-100-559	SF INNER TROUSER BELT (2)		BC0902789	08/09/2019	190804	65.98	
	001-100-559	ALS DUTY HOLSTER LEVEL III (3)		BC0902789	08/09/2019	190804	509.97	
	001-100-559	MKIII DEFENSE SPRAY CASE (3)		BC0902789	08/09/2019	190804	89.97	
	001-100-559	EXPANDABLE BATON HOLDER (4)		BC0902789	08/09/2019	190804	63.98	
	001-100-559	CLOSED TOP CUFF CASE (4)		BC0902789	08/09/2019	190804	91.96	
	001-100-559	GALLS ADJ CITATION HOLDER (3)		BC0902789	08/09/2019	190804	59.97	
	001-100-559	K-FORCE DOUBLE MAG (3)		BC0902789	08/09/2019	190804	128.97	
	001-100-559	4-PK 2 BUTTON BELT KEEPER (2)		BC0902789	08/09/2019	190804	49.98	
	001-100-559	UNIFORM PATCHES GPD (1000)		BC0904297	08/12/2019	191044	1,000.00	
	001-100-559	SHIPPING		BC0904297	08/12/2019	191044	50.00	
001	TEAM ONE COMMUNICATIONS INC	193078	09/03/2019	08/28/2019			488.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BATTERY IMPRES NIMH 2410T (6)		9020017811	08/20/2019	191129	480.00	
	001-100-559	FREIGHT		9020017811	08/20/2019	191129	8.95	
001	REYNOLDS WHOLESALE CO	193079	09/03/2019	08/28/2019			883.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-511	BX/100 PLASTIC KNIVES (2)		63615	06/08/2019	190916	8.58	
	001-170-511	CS/500 PLASTIC PLATES		63615	06/08/2019	190916	62.00	
	001-170-511	CS/500 BEV NAPKINS (2)		63615	06/08/2019	190916	5.90	
	001-170-511	CS VB PAPER TOWELS		63615	06/08/2019	190916	25.90	
	001-170-511	400/CUP FOLGER COFFEE (2)		63615	06/08/2019	190916	27.50	
	001-170-511	78/CT CLOROX WIPES (3)		63615	06/08/2019	190916	14.85	
	001-170-511	32 OZ WINDEX (2)		63615	06/08/2019	190916	10.58	
	001-170-559	CS/100 38X58 CAN LINER (3)		64178	08/15/2019	191133	98.85	
	001-170-559	12/8" BROWN TOWELS (2)		64178	08/15/2019	191133	47.90	
	001-170-559	CS JUMBO JR ROLL TISSUE (3)		64178	08/15/2019	191133	76.50	
	001-170-559	TISSUE DISPENSER (2)		64178	08/15/2019	191133	39.90	
	001-170-559	BMF TOWELS		64178	08/15/2019	191133	19.95	

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001	REYNOLDS WHOLESALE CO	193079	09/03/2019	08/28/2019			883.89	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	LAYFLAT MOP HANDLE/MOP HEAD	64178	08/15/2019	191133		9.40	
	001-170-559	CS/100 24X33 CAN LINER	64178	08/15/2019	191133		22.95	
	001-092-510	CS HS TISSUE (3)	64179	08/15/2019	191134		121.50	
	001-092-510	CS VB PAPER TOWEL (3)	64179	08/15/2019	191134		77.70	
	001-092-510	CS NABC CLEANER 4/1GAL	64179	08/15/2019	191134		46.00	
	001-092-510	CS/100 38X58 CAN LINER	64179	08/15/2019	191134		32.95	
	001-092-510	LYSOL SPRAY 12CT/19OZ CANS	64179	08/15/2019	191134		75.48	
	001-092-510	CS 10/100 PF LATEX GLOVE LRG	64179	08/15/2019	191134		59.50	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	193080	09/03/2019	08/28/2019			168.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	POLICE SERGEANT TEST (5)	47654Y4V89	07/15/2019	191017		76.00	
	001-022-660	ADMIN FEE	47654Y4V89	07/15/2019	191017		92.15	
001	MS FIRE ACADEMY	193081	09/03/2019	08/28/2019			411.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	1041 FIRE INSTR: ANSEMAN	27444	08/26/2019	190584		68.66	
	001-161-681	1041 FIRE INSTR: DOSSETT	27444	08/26/2019			68.66	
	001-161-681	1041 FIRE INSTR: FOUNTAIN,S	27444	08/26/2019			68.66	
	001-161-681	1041 FIRE INSTR: GRAHAM	27444	08/26/2019			68.66	
	001-161-681	1041 FIRE INSTR: HILL	27444	08/26/2019			68.66	
	001-161-681	MOU MIN ATTENDANCE: 6	27444	08/26/2019			68.66	
001	BSN SPORTS	193082	09/03/2019	08/28/2019			744.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	WILSON COMPO PEEWEE FTBL (6)	905781061	08/12/2019	191107		172.14	
	001-170-502	WILSON COMPO JR FTBL (6)	905781061	08/12/2019	191107		172.14	
	001-170-502	WEIGHTED END ZONE PYLON (2)	905781061	08/12/2019	191107		55.18	
	001-170-502	WHT FIELD STRIP PAINT 3CS/PK	905835873	08/18/2019	191132		163.75	
	001-170-502	DLX HELMET PUMP W/REL VALVE(3)	905835873	08/18/2019	191132		31.95	
	001-170-502	ADAMS VINYL CHISTRAP WHT (20)	905835873	08/18/2019	191132		131.00	
	001-170-502	DOUBLE ACTION HAND PUMP (2)	905835873	08/18/2019	191132		16.38	
	001-170-502	INFLATING NEEDLES 6PC/PK	905835873	08/18/2019	191132		2.45	
001	CUSTOM PRODUCTS CORPORATION	193083	09/03/2019	08/28/2019			925.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	18X96 MDOT ST SIGN: OST	324088	08/20/2019	191115		200.19	
	001-201-565	18X96 MDOT ST SIGN: M BLUFF	324088	08/20/2019	191115		200.19	
	001-201-565	18X96 MDOT ST SIGN: SR ELEM	324088	08/20/2019			200.19	
	001-201-565	18X96 MDOT ST SIGN: GAUTIER HI	324088	08/20/2019			200.19	
	001-201-565	FREIGHT	324088	08/20/2019			125.00	
001	GULF COAST ARMY NAVY STORE	193085	09/03/2019	08/28/2019			195.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	TACTICAL BDU PANT (4): BYRD	484812	05/23/2019	190822		195.80	
001	GOODYEAR AUTO CENTER	193088	09/03/2019	08/28/2019			609.21	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	P235/55R17 EAG (4): U #14400	212387	08/13/2019	191111		420.00	
	001-100-638	MOUNT, BALANCE (4): U #14400	212387	08/13/2019	191156		52.00	
	001-100-638	WASTE TIRE FEE (4): U #14400	212387	08/13/2019			4.00	

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001	GOODYEAR AUTO CENTER	193088	09/03/2019	08/28/2019			609.21	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	265/70R17 FORTITUDE: U #17120	212695	08/23/2019			119.21	
	001-100-638	MOUNT, BALANCE: U #17120	212695	08/23/2019			13.00	
	001-100-638	WASTE TIRE FEE: U #17120	212695	08/23/2019			1.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	193093	09/03/2019	08/28/2019			2,750.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	DAB N SEAL 4/PK	3422026141	08/13/2019	191109		5.97	
	001-170-500	BLUE CARD STOCK 8.5X11 PK (3)	3422026141	08/13/2019	191109		41.37	
	001-170-500	HP 305A YEL TONER	3422026141	08/13/2019	191109		102.11	
	001-170-500	HP 305A CYAN TONER	3422026141	08/13/2019	191109		102.11	
	001-170-500	Z-GRIP RETRACTABLE PEN PK (3)	3422026141	08/13/2019	191109		23.22	
	001-170-500	WHITE CARD STOCK 8.5X11 PK (3)	3422026141	08/13/2019	191109		22.74	
	001-170-500	BIC WHITE-OUT TAPE 10/PK	3422026141	08/13/2019	191109		11.99	
	001-170-500	HD PAPER TRIMMER 108225	3422026141	08/13/2019	191109		43.29	
	001-170-500	2020 MONTHLY PLANNER 8X11 (4)	3422026141	08/13/2019	191109		47.16	
	001-170-500	2020 WALL CALENDAR 48X32	3422026141	08/13/2019	191109		41.90	
	001-094-500	MANILA 3-TAB LTR FOLDER BX/250	3422309478	08/16/2019	191135		9.61	
	001-094-500	EXPANDING FILE POCKET LTR BX	3422309478	08/16/2019	191135		9.31	
	001-022-500	TOP TAB PRESSBOARD FOLDERS BX	3422309478	08/16/2019	191135		37.93	
	001-090-500	HP 65 BLK/TRICOLOR COMBO 2/PK	3422095645	08/14/2019	191117		29.12	
	001-090-500	HP MAGENTA 305A CART	3422095645	08/14/2019	191117		102.11	
	001-090-500	PENTEL ENERGEL RTX RETRACT	3422095645	08/14/2019	191117		7.59	
	001-090-500	BELKIN WAVE MOUSEPAD	3422095645	08/14/2019	191117		11.99	
	001-090-500	HP 952XL/952 HYBLK 4/PK	3422095645	08/14/2019	191117		108.96	
	001-090-500	2019-2020 DESK CALENDAR 22X17	3422095645	08/14/2019	191117		11.99	
	001-090-500	TOP TAB BLUE LEG FOLDER 100/CT	3422095645	08/14/2019	191117		15.05	
	001-090-500	LOGITECH DESKTOP KEYBOARD	3422095645	08/14/2019	191117		58.98	
	001-090-500	PAPERMAATE PROFILE RETRACT DZ	3422095645	08/14/2019	191117		11.99	
	001-090-500	DESKTOP 12 DIGIT CALCULATOR	3422095645	08/14/2019	191117		7.63	
	001-090-500	BUSINESS CARD PAPER 250CT	3422095645	08/14/2019	191117		8.03	
	001-090-500	TRANSPARENT TAPE 6/PK	3422095645	08/14/2019	191117		17.99	
	001-090-500	HP 305A BLACK TONER CARTRIDGE	3422095645	08/14/2019	191117		71.66	
	001-090-500	UNIVERSAL WALL FILE	3422095646	08/14/2019	191117		18.99	
	001-090-500	TR 11 COMPARTMENT ORGANIZER	3422194804	08/15/2019	191117		9.49	
	001-090-500	CDT RTN:RETRACTABLE PENS DZ	3422559213	08/18/2019	191117		-7.59	
	001-090-500	RETRACTABLE PENS DZ	3422559214	08/18/2019	191117		7.59	
	001-040-500	BANKER BOXES 10/PK	3422309476	08/16/2019	191136		8.59	
	001-040-500	HP 950XL/951 C/M/Y 4/PK	3422309476	08/16/2019	191136		106.01	
	001-040-500	DYMO LETRA TAG LABELS 2/PK	3422309476	08/16/2019	191136		10.05	
	001-040-500	BROTHER TN YEL TONER (2)	3422309476	08/16/2019	191136		55.45	
	001-040-500	BROTHER TN CYAN TONER (2)	3422309476	08/16/2019	191136		54.48	
	001-040-500	BROTHER TN MAGENTA TONER (2)	3422309476	08/16/2019	191136		54.48	
	001-040-500	BROTHER TN BLACK TONER	3422309476	08/16/2019	191136		70.95	
	001-040-500	LEXMARK 501H TONER HY BLK (2)	3422309476	08/16/2019	191136		149.61	
	001-040-500	COUNTERFEIT PENS 3/PK	3422309476	08/16/2019	191136		2.00	
	001-045-500	LEXMARK 501H TONER HY BLK (2)	3422309476	08/16/2019	191136		149.61	
	001-045-500	HP 951XL YEL HY INK	3422309476	08/16/2019	191136		26.35	
	001-045-500	HP 951XL CYAN HY INK	3422309476	08/16/2019	191136		26.35	
	001-021-500	BROTHER TN YEL TONER	3422309476	08/16/2019	191136		55.45	
	001-021-500	BROTHER TN MAGENTA TONER	3422309476	08/16/2019	191136		54.48	
	001-021-500	BROTHER TN CYAN TONER	3422309476	08/16/2019	191136		54.48	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	193093	09/03/2019	08/28/2019			2,750.68	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-500	HP 952XL BLACK HY INK (2)	3422309476	08/16/2019	191136		75.28	
	001-021-500	HP 952XL YELLOW HY INK (2)	3422309476	08/16/2019	191136		69.96	
	001-021-500	HP 952XL CYAN HY INK (2)	3422309476	08/16/2019	191136		69.96	
	001-021-500	HP 952XL MAGENTA HY INK (2)	3422309476	08/16/2019	191136		69.96	
	001-040-500	10 CS COPY PAPER	3422309476	08/16/2019	191136		415.30	
	001-040-500	DURACELL AA BATT 36/PK	3422309477	08/16/2019	191136		18.19	
	001-094-500	POST-IT NOTES 3X3 PK	3419460264	07/16/2019	191018		12.37	
	001-094-559	OVAL PENCIL HOLDER	3419460264	07/16/2019	191018		12.93	
	001-094-559	BANKER BOX LEGAL 4PK	3419460264	07/16/2019	191018		20.85	
	001-094-500	RETRACTABLE BALLPOINT PEN	3419460264	07/16/2019	191018		6.69	
	001-094-559	TITANIUM 8" SHEARS	3419460264	07/16/2019	191018		6.46	
	001-094-559	ACCU-STAMP PREINKED EMAILED	3419460264	07/16/2019	191018		7.13	
	001-094-559	ACCU-STAMP PREINKED PAID	3419460264	07/16/2019	191018		7.13	
	001-094-559	S-220 DATER SELF INK	3419460264	07/16/2019	191018		13.26	
	001-001-509	2-POCKET FSTN FOLDER 10/PK (2)	3419460264	07/16/2019	191018		13.02	
	001-094-500	RAZOR POINT PENS DZ	3419521284	07/17/2019	191018		13.09	
	001-094-559	LWT EAR HEADPHONE VOLUME CTRL	3419660722	07/19/2019	191018		29.99	
	001-094-500	CDT RTN: RAZOR POINT PENS DZ	3419660723	07/19/2019	191018		-13.09	
	001-094-500	PILOT RAZOR II FELT PENS DZ	3419850722	07/20/2019	191018		13.09	
	001-040-500	COSCO SELF INK STAMP	3420402580	07/27/2019	191018		20.49	
001	THE GULF COMPANIES INC	193097	09/03/2019	08/28/2019			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	33GAL HD CAN LINER 100/CS (5)	0922297-IN	08/16/2019	191010		125.00	
001	SOUTHERN TIRE MART LLC DEPT 143	193100	09/03/2019	08/28/2019			432.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	REPL TIRE LRI: ENG 4	2500017589	08/26/2019	191104		432.95	
001	FURLANS MARINE INC	193102	09/03/2019	08/28/2019			304.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	CYL SCREW,RINGS,SEAL: ZODIAK	1387	06/17/2019			104.00	
	001-100-638	RESEALED PORT TILT CYC (2)	1387	06/17/2019			200.00	
FUND TOTAL	1 Claims	to	Checks	39 Total	943,256.18 Manual	Held	Total	943,256.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	BARNEYS POLICE AND HUNTING SUPPLIES	193096	09/03/2019	08/28/2019			6,724.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	TDU PANT RIPSTOP (5)	00123630-0	07/02/2019	190930		350.60	
	157-100-799	SHIRT RAPID ASSAULT (5)	00123630-0	07/02/2019	190930		324.15	
	157-100-799	SHIPPING	00123630-0	07/02/2019	190930		54.00	
	157-100-799	PUCH MAG DBL PISTOL (5)	00123630-1	07/08/2019	190930		258.60	
	157-100-799	POUCH MAGAZINE DBL RIFLE (5)	00123630-1	07/08/2019	190930		200.00	
	157-100-799	HELMET HIGHCUT R2S (5)	00123630-2	08/21/2019	190930		1,624.50	
	157-100-799	CARRIER SHIFT 360 MOLLE WEB(5)	00123630-2	08/21/2019	190930		1,212.50	
	157-100-799	PLATE HARDWARE MC SHT CUT (10)	00123630-2	08/21/2019	190930		2,700.00	
157	ECONOMY BOOTS SALES & SERVICE	193103	09/03/2019	08/28/2019			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	THOROGOOD LEATHER OXFORD	18116	08/12/2019	191112		125.00	
FUND TOTAL 157 Claims	to	Checks	2 Total	6,849.35	Manual	Held	Total	6,849.35

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SUNSOUTH LLC	193101	09/03/2019	08/28/2019			11,508.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	JOHN DEERE XUV825E (MY19)		6519436	08/20/2019	190921	11,508.90	
FUND TOTAL 171 Claims	to	Checks	1 Total	11,508.90	Manual	Held	Total	11,508.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	193004	09/03/2019	08/19/2019			2,987.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		AUG 2019	08/19/2019			2,987.66
FUND TOTAL 172 Claims	to	Checks	1 Total	2,987.66 Manual		Held	Total	2,987.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	193006	09/03/2019	08/19/2019			51.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	AUG 2019: SSP INTERNET		285615432	08/11/2019			51.48
176	AD2 INC	193009	09/03/2019	08/20/2019			501.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE AUG 2019		3500	08/15/2019			36.50
	176-170-699	SHOPPING CART FEE AUG 2019		3500	08/15/2019			115.00
	176-170-699	WEB SITE MAINT:7/15-8/14/2019		3500	08/15/2019			350.00
176	AT&T	193018	09/03/2019	08/21/2019			149.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	08/14/2019			149.24
176	FUELMAN	193068	09/03/2019	08/28/2019			68.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP56767499	08/19/2019			68.59
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	193094	09/03/2019	08/28/2019			180.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	9X12 CLASP ENVELOPES 100/BX		3422026142	08/13/2019	191110		6.63
	176-170-500	TAPE 3/4X1296 12/PK		3422026142	08/13/2019	191110		6.44
	176-170-500	DRY ERASE MARKERS FINE 12/PK		3422026142	08/13/2019	191110		10.60
	176-170-500	CANON 120 BLK TONER		3422026142	08/13/2019	191110		156.79
FUND TOTAL 176 Claims	to	Checks	5 Total	951.27 Manual		Held	Total	951.27

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	193038	09/03/2019	08/26/2019			8,640.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	CONSTRUCTION ADMIN		7158	08/23/2019			8,640.00
FUND TOTAL 300 Claims	to	Checks	1 Total	8,640.00	Manual	Held	Total	8,640.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-603	193037	09/03/2019	08/23/2019			8,598.51	
		Description		Invoice #	Date	P.O.	Amount	
		DESIGN SERVICES		1057411	08/15/2019		8,598.51	
FUND TOTAL 303 Claims	to	Checks	1 Total	8,598.51	Manual	Held	Total	8,598.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	193039	09/03/2019	08/26/2019			16,367.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-778	SITE PREP: TO1 SURVEYS		7161	08/23/2019		3,367.50	
	304-510-778	SITE PREP: TO2 SELECTIVE CLRG		7160	08/23/2019		13,000.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	16,367.50	Manual		Held	Total 16,367.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	J E BORRIES INC	193087	09/03/2019	08/28/2019			33,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	305-301-678	STORM DRAIN REPR: PERKINSTON		191138	08/27/2019	191138		33,000.00
FUND TOTAL 305 Claims	to	Checks	1 Total	33,000.00	Manual	Held	Total	33,000.00

Docket of Claims
Release date from 09/03/2019 thru 09/03/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	HEFLIN ENGINEERING INC	193064	09/03/2019	08/27/2019			35,000.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	307-300-762	BACOT PARK: CONCEPTUAL PHASE	3347	08/27/2019			35,000.00	
FUND TOTAL 307 Claims	to	Checks	1 Total	35,000.00	Manual	Held	Total	35,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
308	HEFLIN ENGINEERING INC	193065	09/03/2019	08/27/2019			11,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	308-176-762	DESIGN PHASE (75%)		3348	08/27/2019		8,700.00	
	308-176-762	TEST PILE		3348	08/27/2019		2,400.00	
FUND TOTAL 308 Claims	to	Checks	1 Total	11,100.00	Manual	Held	Total	11,100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SEYMOUR ENGINEERING PLLC Account Number 351-726-787	193040	09/03/2019	08/26/2019			6,777.90	
	Description RES PROJ REP-CONSTR ADMIN			Invoice # 7156	Date 08/23/2019	P.O.	Amount 6,777.90	
351	MAGNOLIA CONSTRUCTION CO LLC Account Number 351-726-768	193060	09/03/2019	08/27/2019			53,257.97	
	Description CONSTRUCTION 40.82%			Invoice # 2	Date 08/23/2019	P.O.	Amount 53,257.97	
FUND TOTAL 351 Claims to		Checks	2 Total	60,035.87	Manual	Held	Total	60,035.87

Docket of Claims
Release date from 09/03/2019 thru 09/03/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC	193041	09/03/2019	08/26/2019			2,500.00	
	Account Number 354-722-603	Description		Invoice #	Date	P.O.	Amount	
		LOCAL / STATE APPROVALS		7157	08/23/2019			2,500.00
FUND TOTAL 354 Claims	to	Checks	1 Total	2,500.00	Manual	Held	Total	2,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	193002	09/03/2019	08/16/2019			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-680-821	ST LNS #3 90/57 SWR	08092019	08/09/2019				7,877.45
	400-680-822	ST LNS #4 90/57 WTR	08092019	08/09/2019				10,948.67
	400-680-822	ST LNS #4 90/57 SWR	08092019	08/09/2019				9,019.22
	400-680-823	ST LNS #5 ALLEN RD	08092019	08/09/2019				2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR	08092019	08/09/2019				3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR	08092019	08/09/2019				9,665.99
400	AT&T	193007	09/03/2019	08/19/2019			60.18	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284972276	08/06/2019				60.18
400	AT&T	193019	09/03/2019	08/21/2019			168.42	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284974594	08/14/2019				168.42
400	CABLE ONE INC	193045	09/03/2019	08/26/2019			61.16	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	SEPT 2019: #107663106	08162019	08/23/2019				61.16
400	SINGING RIVER ELECTRIC COOPERATIVE	193046	09/03/2019	08/26/2019			2,238.75	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STATIONS 20649	08152019	08/23/2019				929.50
	400-651-631	LIFT STATIONS 28779	08152019	08/23/2019				94.82
	400-651-631	SCHOONER WELL 20688	08112019	08/20/2019				975.23
	400-651-631	LIFT STATIONS 20688	08112019	08/20/2019				239.20
400	MSC 7511	193048	09/03/2019	08/26/2019			166.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	FGYJ00-01 RENTAL FEE	INV3214234	08/09/2019				166.49
400	COMM-TECH SOLUTIONS INC	193057	09/03/2019	08/27/2019			75.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-639	IDENTIFY LINE 228-497-4594	16403	08/16/2019				75.00
400	SINGING RIVER ELECTRIC COOPERATIVE	193061	09/03/2019	08/27/2019			5,844.78	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STNS 89627001	08162019	08/26/2019				70.98
	400-651-631	LIFT STNS 89702001	08162019	08/26/2019				25.78
	400-651-631	LIFT STNS 17881	08162019	08/26/2019				2,810.01
	400-651-631	WATER WELLS	08162019	08/26/2019				2,938.01
400	FUELMAN	193069	09/03/2019	08/28/2019			186.83	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-525	UNL FUEL	NP56767499	08/19/2019				186.83

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	193071	09/03/2019	08/28/2019			113.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP56791932	08/26/2019			113.11	
400	2018 BOND DEBT SERVICE FUND	193074	09/03/2019	08/28/2019			25,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	SEP 2019: 2018 BOND DS	09012019	09/01/2019			25,000.00	
400	ARISTA INFORMATION SYSTEMS INC	193075	09/03/2019	08/28/2019			3,625.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	JUL 2019 STATEMENTS	28053	08/15/2019			1,125.05	
	400-650-698	JUL 2019 POSTAGE	1425201908	08/16/2019			2,500.00	
400	SEYMOUR ENGINEERING PLLC	193076	09/03/2019	08/28/2019			2,810.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	GEN ENG: 7/30-8/16/2019	7166	08/27/2019			2,810.00	
400	SOUTHERN PIPE & SUPPLY	193084	09/03/2019	08/28/2019			1,537.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	4" PVC S40 BE PIPE (120)	3217158-00	08/15/2019	190975		198.00	
	400-651-583	4" MJ (2)	3217158-00	08/15/2019	190975		56.00	
	400-651-583	4" MJ SOLID SLEEVE	3217158-00	08/15/2019	190975		33.50	
	400-651-583	6X4 MJ REDUCER	3217158-00	08/15/2019	190975		33.50	
	400-651-583	6" MJ PLUG	3217158-00	08/15/2019	190975		22.50	
	400-651-583	4" MJ ACC SET (12)	3217158-00	08/15/2019	190975		108.00	
	400-651-583	4" MEGALUG PVC (12)	3217158-00	08/15/2019	190975		264.00	
	400-651-583	4" MJ 22-1/2 BEND (2)	3217158-00	08/15/2019	190975		56.00	
	400-651-583	6" MJ ACC SET	3217158-00	08/15/2019	190975		11.00	
	400-651-581	FULL CIRCLE REPR CLAMP (4)	3292888-00	08/06/2019	191054		76.68	
	400-651-581	2X3 WRAP CLAMP (4)	3292888-00	08/06/2019	191054		44.00	
	400-651-581	3/4 MIPXCTS Q NUT CORP (4)	3292888-00	08/06/2019	191054		197.00	
	400-651-581	3/4 FIPXFP BALL CURB (6)	3292888-00	08/06/2019	191054		261.00	
	400-651-581	2X15 FULL CIR CLAMP WATER/GAS	3292888-00	08/06/2019	191054		105.00	
	400-651-581	2X7.5 FULL CIR CLAMP WATER/GAS	3292888-00	08/06/2019	191054		52.15	
	400-651-581	FREIGHT	3292888-00	08/06/2019	191054		19.37	
400	GIBSON ELECTRIC MOTOR SALES &	193086	09/03/2019	08/28/2019			2,584.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	REPR ELEC MOTOR: MALL WELL	43813	08/21/2019	191148		2,584.00	
400	CONSOLIDATED PIPE & SUPPLY	193089	09/03/2019	08/28/2019			124.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-713	6X4 BLK FLG CONC RED	3792454-00	08/14/2019	191118		74.00	
	400-651-713	4 SS 150 FLG RED ACC SET	3792454-00	08/14/2019	191118		20.00	
	400-651-713	6 SS 150 FLG ACC SET	3792454-00	08/14/2019	191118		30.00	
400	CENTRAL PIPE SUPPLY-JACKSON	193090	09/03/2019	08/28/2019			416.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	FIBER METER WASHER (100)	190093.001	08/22/2019	191151		18.00	
	400-651-581	3/4 BRASS CURB STOP (9)	190093.001	08/22/2019	191151		398.34	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST CHLORINATOR & PUMP CO INC	193091	09/03/2019	08/28/2019			1,038.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	STA-RITE BOOSTER PUMP:BEASLEY		69978	08/23/2019	191128		1,038.75
400	SOUTHERN WATERWORKS SUPPLY INC	193092	09/03/2019	08/28/2019			2,766.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BRASS TEE-NL CTS (6)		81444	08/26/2019	191116		246.33
	400-651-581	12X1 BRASS SADDLE C-900 (5)		81444	08/26/2019	191116		961.57
	400-651-581	12X1 BRASS SADDLE IPS (5)		81444	08/26/2019	191116		832.43
	400-651-581	4" MJ WYE		81232	08/12/2019	191108		122.06
	400-651-583	23-1/2X1-1/2 MANHOLE COVER (3)		81232	08/12/2019	191108		225.00
	400-651-581	3/4" BRASS COUP CTSPVC (12)		81232	08/12/2019	191108		304.01
	400-651-583	23-1/2X1-1/2 SW MANHOLE COVER		81445	08/26/2019	191108		75.00
400	STAPLES BUSINESS ADVANTAGE DEPT	193095	09/03/2019	08/28/2019			349.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	CS 8.5X11 COPY PAPER (4)		3422095647	08/14/2019	191121		188.60
	400-650-500	3/PK COUNTERFEIT PEN (2)		3422095647	08/14/2019	191121		2.00
	400-650-500	LEX MSX317/417/517/617 INK		3422095647	08/14/2019	191121		78.74
	400-650-559	8-SHEET PRSN MICRO SHREDDER		3422095647	08/14/2019	191121		79.95
400	ENGEL ELECTRIC LLC	193098	09/03/2019	08/28/2019			3,360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-713	REL POWER/PANELS:LIFT STATIONS		A82019A	08/20/2019	191000		3,360.00
400	MUSCO-GULFPORT 1227	193099	09/03/2019	08/28/2019			1,890.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	AUTO HYD FLUSHER: FERRY POINT		0645990	08/14/2019	191114		1,890.00
400	LYMAN WELL COMPANY	193104	09/03/2019	08/28/2019			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PULL MOTOR: MALL WELL		18268	08/15/2019	191127		600.00
400	J H WRIGHT & ASSOCIATES INC	193105	09/03/2019	08/28/2019			4,735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CONTROL PANEL: STONEGATE LS		417459	08/14/2019	190947		3,800.00
	400-651-584	SHIPPING		417459	08/14/2019	190947		100.00
	400-651-584	8IN FLAPPER VALVE ASSY (4)		417620	08/21/2019	191113		800.00
	400-651-584	FREIGHT: GRAVELINE LS SPARES		417620	08/21/2019	191113		35.00
FUND TOTAL 400 Claims		to	Checks	24 Total	103,178.36 Manual	Held	Total	103,178.36

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	39 Total	943,256.18 Manual	Held	Total	943,256.18
FUND 157 Claims	to	Checks	2 Total	6,849.35 Manual	Held	Total	6,849.35
FUND 171 Claims	to	Checks	1 Total	11,508.90 Manual	Held	Total	11,508.90
FUND 172 Claims	to	Checks	1 Total	2,987.66 Manual	Held	Total	2,987.66
FUND 176 Claims	to	Checks	5 Total	951.27 Manual	Held	Total	951.27
FUND 300 Claims	to	Checks	1 Total	8,640.00 Manual	Held	Total	8,640.00
FUND 303 Claims	to	Checks	1 Total	8,598.51 Manual	Held	Total	8,598.51
FUND 304 Claims	to	Checks	1 Total	16,367.50 Manual	Held	Total	16,367.50
FUND 305 Claims	to	Checks	1 Total	33,000.00 Manual	Held	Total	33,000.00
FUND 307 Claims	to	Checks	1 Total	35,000.00 Manual	Held	Total	35,000.00
FUND 308 Claims	to	Checks	1 Total	11,100.00 Manual	Held	Total	11,100.00
FUND 351 Claims	to	Checks	2 Total	60,035.87 Manual	Held	Total	60,035.87
FUND 354 Claims	to	Checks	1 Total	2,500.00 Manual	Held	Total	2,500.00
FUND 400 Claims	to	Checks	24 Total	103,178.36 Manual	Held	Total	103,178.36
Total for all Funds		Checks	81 Total	1,243,973.60 Manual	Held	Total	1,243,973.60

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

Council Meeting:
Title:

September 3, 2019
**Authorizing the appointment and removal of
committee members from the Gautier Senior
Steering Committee**

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Authorizing the appointment and removal of committee members from the Gautier Senior Steering Committee

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Gautier Senior Steering Committee was reestablished on February 6, 2018; and

WHEREAS, the goals and duties of the Senior Steer Committee are to assist in the development of recommendations for policy governing the use of the Gautier Senior Center buildings, equipment, and grounds, and for the purpose of assisting programs and activities aimed at providing senior recreation and leisure time activities for the elderly community of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointments to and removals from the Gautier Senior Steer Committee are hereby approved:

Appointments: Ward 1 - Shelia Green
 Ward 3 - Renee Cumbie
 Ward 4 - Andrew Pickens

Removals: Ward 2 - Abe Sherron (deceased)
 Ward 2 - Theresa Jackson (inactive)
 Ward 3 - Shirley Paul (no longer lives in City)
 Ward 3 - Dick Paul (no longer lives in City)
 Ward 4 - Sherry Stanford (resigned)

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 3, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/27/2019
Subject: Authorization to appoint new members and remove former committee members from the Gautier Senior Steer Committee that have vacated their positions

REQUEST:

The Recreation Department requests City Council approval to appoint new members to the Gautier Senior Steer Committee to fill vacancies and remove former committee members that have vacated their positions.

BACKGROUND:

The goal/ duties of the Senior Steer committee is to assist in the development of recommendations for policy governing the use of the Gautier Senior Center buildings, equipment, and grounds, and for the purpose of assisting programs and activities aimed at providing senior recreation and leisure time activities for the elderly community of the City of Gautier. Our ultimate goal for the Senior Center is to provide more programming and to grow our senior participation.

DISCUSSION:

The Senior Steer Committee was reestablished on February 6, 2018. Since that time, some positions have been vacated. After approval of the members listed below, the following wards will still need to fill vacant positions: Ward 2 – two vacancies, Ward 3 – one vacancy, Ward 5- two vacancies.

Mayor and Council would like to appoint new member to the Senior Steer committee as listed below:

Councilman Cameron George

1. Shelia Green Ward 1

Councilman Casey Vaughan

1. Renee Cumbie Ward 3

Councilman Rusty Anderson

1. Andrew Pickens Ward 4

Mayor and Council would like to remove the following members for reasons listed below:

Councilman Richard Jackson

1. Abe Sherrod - Ward 2 (Deceased)

2. Theresa Jackson - Ward 2 (Inactive)

Councilman Casey Vaughan

1. Shirley Paul - Ward 3 (no longer lives in City)

2. Dick Paul - Ward 3 (no longer lives in City)

Councilman Rusty Anderson

1. Sherry Stanford - Ward 4 (Resigned)

RECOMMENDATION:

The Recreation Department recommends that City Council approve the resolution to appoint new members and remove former committee members that have vacated their positions.

City Council May:

- 1) Approve the resolution to appoint new members and remove former committee members that have vacated their positions as listed above;
- 2) Not approve the resolution to appoint new members and remove former committee members that have vacated their positions as listed above.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 3, 2019
Approval of minutes from Recessed Council Meeting
held August 20, 2019.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held August 20, 2019.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held August 20, 2019 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2019.

**Tuesday
August 20, 2019
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 August 20, 2019 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

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

**AGENDA
CITY OF GAUTIER,
MISSISSIPPI CITY HALL
COUNCIL CHAMBERS
August 20, 2019 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Farmer's Market May-September (2nd Saturday Monthly) 8:00 am until 12:00 pm at George Martin City Park.**
 - 2. "Tasty Thursday" August 22, 2019 from 11am until 6pm at Singing River Mall Property**
 - 3. Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on August 23, 2019 from 6pm until 8:30pm**
 - 4. Offices closed Monday, September 2, 2019 in observance of Labor Day.**
 - 5. Gautier Youth Football & Cheer League Opening Ceremony, September 7, 2019 at 8:30am Gautier High School**
- IV. Presentation Agenda**

1. Airbag Recall Repair Month Proclamation
2. Scott Stratner – US Census Bureau
3. Certificate of Appreciation for Coach Andrew Pickens, Gautier Middle School and High School Basketball Coach for the 2019 Gautier Youth Basketball Camp
4. Certificate of Appreciation for Gautier High School Coaching Staff and Football Team for the 2019 Youth Football Camp
5. Acknowledgement of ClearWater Solutions for their sponsorship of the City of Gautier's 2019 Youth Basketball & Football Camp

I. Business Agenda

1. Public Hearing regarding possible abatement at 7426 Fish Hawk Drive Gautier, MS (Arvel Bloodworth, owner)

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

2. Authorization to approve Change Order No. 1 for the City Park Fitness Trail Project

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

3. Authorization to Acknowledge Bids and Award Contract for the Elevated Water Storage Tank Project

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

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

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

1. Resolution removing thirty-eight (38) Glock Gen 4, 40 caliber duty pistols from Police Department inventory and two (2) X26 Tasers from Police Department inventory and approve disposal.
2. Approval of a Use Agreement between the City of Gautier and Brock Services, LLC for the Cruisin' through the Decades Event
3. Approval to accept monetary donation for The City of Gautier's Cruisin' Through the Decades Event
4. Authorization to amend the Schedule of Authorized Positions to reflect the reclassification of deputy court clerks

5. **Approval to accept a monetary donation for The City of Gautier's 2019 Basketball and Football Camp**
6. **Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of the Pets Event**
7. **Resolution approving the closure of roads and traffic control measures for Rockin' the Roundabout in Gautier on August 23rd, September 7th, October 25th, and November 22nd 2019 from 6:00 p.m.- 8:30 p.m.**
8. **Authorization to Advertise for Bids for the Robinson Still Road Water and Sewer Project**
9. **Authorization to Advertise for Public Meeting for the Bemis Avenue Sewer Project**
10. **Receive June 2019 Finance Report**
11. **Approval of minutes from Regular Council Meeting held August 6, 2019 and Recessed Council Meeting held August 8, 2019.**
12. **Approval of water and sewer adjustments dated August 2019 in the amount of \$6,918.23.**
13. **Authorization to approve an overhead easement and an underground easement to allow Singing River Electric Cooperative to install and maintain lighting at the City Park Fitness Trail.**

III. STUDY AGENDA

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

Adjourn until September 3, 2019 at 6:00 PM

www.gautier-ms.gov

Meeting was called to Order by Mayor Torjusen at 6:30 pm

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

1. Pull Business Agenda Item #1- Public hearing regarding possible abatement at 7426 Fish Hawk Drive, Gautier MS (Arvel Bloodworth, owner)
2. Add Business Agenda Item #5- Authorization to enter into a Sub-award Agreement with the Mississippi Department of Environment Quality for the RESTORE Act funding for Old Spanish Trail/ Gautier Vancleave Road Sewer Improvements
3. Add Consent Agenda Item #14- Resolution requesting approval from the Jackson County Board of Supervisors to transfer county donated funds from the Pine Cone Spillway Project to the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program project.
4. Correct Consent Agenda Item #1- WHEREAS, the Mayor and Members of the Council **HAVE** determined that, given the age and condition of the equipment, removal from inventory and disposal is in the best interest of the City of Gautier.
5. Correct Consent Agenda Item #11 – Correct Council Meeting Minutes for August 6th meeting on Page 46. Motion seconded by Councilman George should have been Councilman Colledge.
6. Add to Presentation Agenda- ClearWater Scholarship award to Cameron Gainer

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

ANNOUNCEMENTS

1. Farmer's Market May-September (2nd Saturday Monthly) 8:00 am until 12:00 pm at George Martin City Park.
2. "Tasty Thursday" August 22, 2019 from 11am until 6pm at Singing River Mall Property
3. Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on August 23, 2019 from 6pm until 8:30pm
4. Offices closed Monday, September 2, 2019 in observance of Labor Day.

5. Gautier Youth Football & Cheer League Opening Ceremony, September 7, 2019 at 8:30am Gautier High School
 6. Discuss Budget
-

PRESENTATION

1. Airbag Recall Repair Month Proclamation
 2. Scott Stratner – US Census Bureau
 3. Certificate of Appreciation for Coach Andrew Pickens, Gautier Middle School and High School Basketball Coach for the 2019 Gautier Youth Basketball Camp
 4. Certificate of Appreciation for Gautier High School Coaching Staff and Football Team for the 2019 Youth Football Camp
 5. Acknowledgement of ClearWater Solutions for their sponsorship of the City of Gautier's 2019 Youth Basketball & Football Camp
-



Nature's Playground

2nd Saturday



Farmers MARKET



MAY — SEPTEMBER
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



Petro



& THE CITY OF GAUTIER
present

ROCKIN' the ROUNDABOUT in GAUTIER



LIZIRENE

and the



Music

that's out of this world

Keith Hunter (228) 219-3117

LizIrene.ETs@gmail.com



AUGUST 23 - 6:00 / 8:30 PM

PROCLAMATION
A PROCLAMATION OF THE MAYOR AND CITY COUNCIL
OF
THE CITY OF GAUTIER, MISSISSIPPI

WHEREAS, 166,000 vehicles in Mississippi have unrepaired, recalled airbags that put drivers and passengers at risk of death and injury; and

WHEREAS, residents of Gautier are at higher risk because of the increased high heat and humidity, potentially transforming these recalled airbags from life-saving devices to life-threatening ones, leaving local drivers passengers more vulnerable to injury or death in a crash than others; and

WHEREAS, the National Safety Council's *Check To Protect* program is educating residents about these defective airbags through a comprehensive approach to vehicle recall awareness; and

WHEREAS, local businesses and organizations in Mississippi are taking action to help ensure drivers and passengers know about free recall repairs, and remain safe in the event of a crash; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel to check their vehicles regularly for open recalls, and to make safety a priority by getting their defective airbags repaired immediately; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger of unrepaired airbag recalls, and for drivers and passengers alike to ensure each other's safety through a commitment to recall awareness and immediate action to fix open recalls; and

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim September 2019 as Airbag Recall Repair Month, and encourage all residents to do their part to increase safety and recall awareness in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 20th day of August 2019.



Phil Torjusen

Phil Torjusen
Mayor of Gautier, Mississippi

Certificate of Appreciation

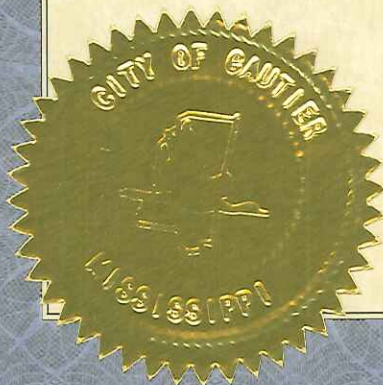
Presented to
Coach Andrew Pickens

For volunteering his time and effort in the
City of Gautier's 2019 Basketball Camp.

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

Signed This Day, August 20, 2019

Mayor Phil Torjusen



Certificate of Appreciation

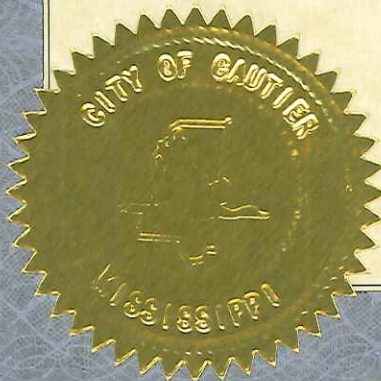
Presented to
Coach Mary Bradley

For volunteering her time and effort in the
City of Gautier's 2019 Basketball Camp.

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

Signed This Day, August 20, 2019

Mayor Phil Torjusen



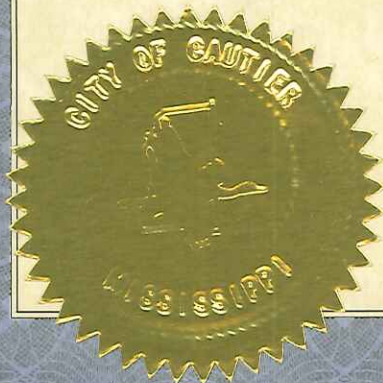
Certificate of Appreciation

Presented to
Coach Jennifer Peterson

For volunteering her time and effort in the
City of Gautier's 2019 Basketball Camp.

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

Signed This Day, August 20, 2019



Mayor Phil Torjusen

Certificate of Appreciation

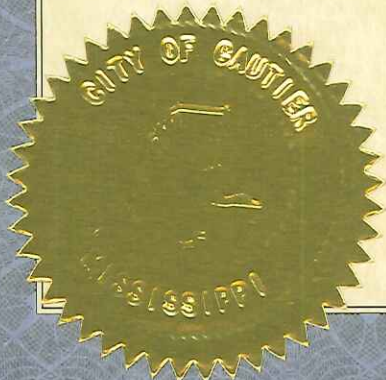
Presented to
Gautier High School
Football Coaching
Staff & Team

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

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

Signed This Day, August 20, 2019

Mayor Phil Torjusen



Councilman Vaughan made the motion to approve Change Order No. 1 for the City Park Fitness Trail project, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 164-2019

WHEREAS, the City of Gautier has awarded and executed a contract with Advanced Construction and Development, LLC to construct the City Park Fitness Trail; and

WHEREAS, Seymour Engineering is providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail; and

WHEREAS, Change Order No. 1 would add additional asphalt and stone to the trail's two entrances in order to allow Singing River Electric to access and service the trail lights, and add additional clearing and grubbing to allow a waterfront/marsh view; and

WHEREAS, Change Order No. 1 would also deduct asphalt paving in the parking lot, deduct paving and stone base for a stretching area, and deduct installation of a culvert at the driveway entrance; and

WHEREAS, this change order will add 50 days to the contract (delays due to weather and site conditions); and

WHEREAS, the cost to strengthen the asphalt at the entrances and to complete additional clearing and grubbing is \$6,527. Eliminating the culvert, parking lot paving, and stretching area will reduce the contract by \$27,444, resulting in a \$20,917 net deduction in the contract; and

WHEREAS, the contract sum will be reduced from \$177,000 to \$156,083; and

WHEREAS, this project is being funded through Tidelands and the general obligation bond; and

WHEREAS, Seymour Engineering has reviewed the change order and recommends approval;

WHEREAS, the Mayor and Members of Council hereby find it is in the best interest of the City of Gautier to approve the change order; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the decrease in costs is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Change Order No.1 for the City Park Fitness Trail Project is hereby approved.

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

Motion was made by **Councilman 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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/13/2019
Subject: City Park Fitness Trail — Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the City Park Fitness Trail project.

BACKGROUND:

This project includes a half-mile asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities. The trail will also tie into the senior center parking area and back side of the playground.

Seymour Engineering is providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail. Advanced Construction and Development, LLC received the contract to construct the trail.

DISCUSSION:

Change Order No. 1 would add additional asphalt and stone to the trail's two entrances in order to allow Singing River Electric's equipment to access and service the trail lights and add additional clearing and grubbing to allow a waterfront/marsh view. It would deduct asphalt paving in the parking lot, paving and stone base for a stretching area, and installation of a culvert at the driveway entrance. This change order would also add 50 days to the contract (delays due to weather and site conditions).

The cost to strengthen the asphalt at the entrances and to complete additional clearing and grubbing is \$6,527. Eliminating the culvert, parking lot paving, and stretching area will reduce the contract by \$27,444, resulting in a \$20,917 net deduction in the contract. The contract sum will be reduced from \$177,000 to \$156,083.

Seymour Engineering has reviewed the change order and recommends approval. This project is being funded through Tideland and the general obligation bond.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the City Park Fitness Trail project.

The City Council may:

- 1) Approve Change Order No. 1 as presented; or
- 2) Not approve Change Order No. 1 as presented.

ATTACHMENTS:

1. Change Order No. 1 with Recommendation Letter



August 13, 2019

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

RE: Change Order #1
City Park Nature Trail, City of Gautier
Advanced Construction and Development, LLC

Dear Ms. Stennett,

Enclosed, please find Change Order #1 to be considered for approval by the City Council at the next meeting. This change order serves to rectify the contract time and contract amount to accommodate changes to material quantities and delays due to weather and site conditions. A full summary of the reasoning for these changes is given on page one of the enclosed change order.

Essentially, this Change Order decreases the overall contract amount by \$20,917.00 and increases the overall contract time by 50 calendar days. I have reviewed and concur with this change order and its terms, and therefore, recommend the Council's approval.

Please do not hesitate to contact me should you have any questions.

Respectfully,
SEYMOUR ENGINEERING

Durlon Reed Bryant, P.E.
Project Engineer

Enclosures: Change Order #1, City Park Nature Trail

CHANGE ORDER

OWNER:

The City of Gautier
3330 U.S.-90
Gautier, MS 39553

CHANGE ORDER NO.**1****DATE:** August 6, 2019**CONTRACTOR:**

Advanced Construction and Development, LLC
619 Hillside Drive
Biloxi, MS 39532

ENGINEER: Seymour Engineering, PLLC**PROJECT:** City Park Nature Trail,
Gautier, Mississippi

SUMMARY:

This change order serves to decrease the contract amount and increase the contract time.

The following Items have been eliminated from the Contractor's scope of work: paving the asphalt parking area, paving and stone base for the asphalt stretch pad area, and installation of a culvert at the driveway entrance into the parking lot. The elimination of these items will decrease the Contract amount by \$27,444.00.

The following Items have been added to the Contractor's scope of work: additional asphalt paving and stone to both entrances into the walking trail (for Singing River Electric maintenance equipment) and additional clearing and grubbing near the marsh (approximately 1 acre). The addition of these items will increase the Contract amount by \$6,527.00.

The Net Change to the Contract Amount will therefore be minus (-) \$20,917.00.

Given the additional scope, rain delays, site conditions due to rain, layout changes to preserve select timber, and to allow the asphalt paving of the parking area to be performed by others, the Contract Time will need to be extended by 50 days.

THE CONTRACT AMOUNT IS AS SHOWN ON THE NEXT PAGE:

THE CONTRACT IS AMENDED AS SHOWN BELOW:

(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	\$177,000.00
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$177,000.00
The Contract Sum will now Change (-):	(\$20,917.00)
The New Contract Sum including this Change Order will be:	\$156,083.00

The original Contract Time:	3/25/2019
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	7/23/2019
The Contract Time will now Change by (+) days:	50
The New Date of Substantial Completion will be:	9/11/2019

CONTRACTOR:

ENGINEER:

OWNER:

By:



By:



By:

Date:

8-6-19

Date:

8.12.19

Date:

Councilman Colledge made the motion to award and execute a contract with Caldwell Tanks, Inc. for the Elevated Water Storage Tank Project, as presented, in the amount of \$1,186,000.00. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 165-2019

WHEREAS, on July 23, 2019, the project engineer Seymour Engineering, received sealed bids for the Elevated Water Storage Tank project; and

WHEREAS, the low bidder was Caldwell Tanks, Inc., with a base bid of \$1,186,000; and

WHEREAS, the Seymour Engineer has reviewed the bidder's qualifications and recommends awarding this contract to Caldwell Tanks, Inc., as the lowest and best bid; and

WHEREAS, the Mayor and Council Members hereby find that Caldwell Tanks, Inc. has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Caldwell Tanks, Inc. for the Elevated Water Storage Tank project is hereby authorized and approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/13/2019
Subject: Authorization to Acknowledge Bids and Award Contract for the Elevated Water Storage Tank

REQUEST:

The Grants & Projects Department requests that City Council acknowledge receipt of three bids for the Elevated Water Tank Project and award a contract to the low bidder, Caldwell Tanks, Inc.

BACKGROUND:

The water storage project will construct a water storage tank to support expansions at B & D Plastics and the surrounding area. Funding for the construction and professional services will come from a combination of a \$350,000 DIP grant from the Mississippi Development Authority and the City's enterprise utility revenues.

DISCUSSION:

Three bids for a 200,000-gallon tank were received from Maguire Iron, Inc., Caldwell Tanks, Inc. and Phoenix Fabricators and Erectors, LLC for this project. Bids were opened July 23, 2019. The low bidder was Caldwell Tanks, with a base bid of \$1,186,000.

Seymour Engineering has checked the bids and recommends approval.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council acknowledge receipt of three bids for the Elevated Water Tank Project and award a contract to the low bidder, Caldwell Tanks, Inc.

The City Council may:

- 1) Acknowledge the bids and award a contract to the low bidder, as presented; or
- 2) Not acknowledge the bids and now award a contract to the low bidder as presented.

ATTACHMENTS:

1. Certified Bid Tab
2. Engineer's Recommendation Letter
3. Proposed Contract
4. Supplementary Conditions
5. General Conditions



Engineering, Environmental and Professional Land Surveying

CITY OF GAUTIER, MS

PROJECT NO. 16-031

BID TABULATION

Bid Place: Gautier City Hall

[illegible]

Sarah M. Allen E.I.

7/24/2019

August 8, 2019

Ms. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39533

Re: Acknowledge Receipt of Bids and Recommendation of Award
Carter Road Elevated Water Storage Tank, Gautier, Mississippi

Dear Ms. Yancey,

Please be advised that on Tuesday, July 23, 2019, at 10:00 AM, bids were received for the above referenced project. As you will see from the attached bid tabulation, Caldwell Tanks, Inc. is the low bidder. As you are aware, the current deadline for completion of this project, as stipulated by the DIP, is September 30, 2019. With that said, we will request the MDA to grant another time extension to allow completion of the construction and closeout phases of this project.

Based on this, Seymour Engineering recommends awarding the contract to Caldwell Tanks, Inc. for the base bid in the total amount of \$1,186,000.00, contingent on the MDA granting a project completion time extension.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,
SEYMOUR ENGINEERING



Sarah McLellan, E.I.
Project Engineer

Cc: Ms. April Havens, Grants and Project Administrator

Attachment: Certified Bid Tabulation

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

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

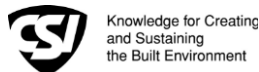
AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America



Construction Specifications Institute



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

THIS AGREEMENT is by and between CITY OF GAUTIER

(Owner) and CALDWELL TANKS, INC.

(Contractor).

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

ARTICLE 1 - WORK

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

**CARTER ROAD ELEVATED WATER STORAGE TANK
CITY OF GAUTIER**

ARTICLE 2 - THE PROJECT

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

The work shall consist of furnishing all labor, design, material, tools, equipment and layout in performing the design, fabrication, construction, painting, disinfection, and testing of an elevated welded carbon steel water storage tank as shown on the drawings and specifications.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

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

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within **315** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **315** days after the date when the Contract Times commence to run.

THREE HUNDRED FIFTEEN (315) CONSECUTIVE CALENDAR DAYS FOLLOWING THE “NOTICE TO PROCEED”

4.03 Liquidated Damages - “LIQUIDATED DAMAGES IN THE SUM OF **\$1,000.00** FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER SHALL BE ASSESSED.”

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

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

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

ONE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND DOLLARS

(\$1,186,000.00)
(numerals)

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

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

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages 1 to 43, inclusive).
6. Supplementary Conditions (pages 1 to 14 inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 4 sheets with each sheet bearing the following general title: **Carter Road Elevated Water Storage Tank** (or) the Drawings listed on attached sheet index.
9. Addenda (numbers ____ to ____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1 inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

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

This Agreement will be effective on **August 20, 2019** (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

THE CITY OF GAUTIER, MISSISSIPPI

CALDWELL TANKS, INC.

By: **PAULA YANCEY**

By: _____

Title: **CITY MANAGER**

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

THE CITY OF GAUTIER, MISSISSIPPI

3330 US-90

GAUTIER, MS 39553

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

License No.: _____

(Where applicable)

Agent for service or process: _____

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

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 166-2019

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

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

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

Motion was made by **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 August 20, 2019.

[illegible]

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	192872	08/20/2019	08/08/2019			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	AUG 2019: SR BLDG #120793682		07252019	08/01/2019			84.62
001	AT&T GLOBAL NETWORK SERVS LLC	192873	08/20/2019	08/08/2019			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GG16717	08/01/2019			229.64
001	AIRGAS USA LLC	192875	08/20/2019	08/08/2019			215.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9963758581	07/31/2019			215.93
001	AUTO TRUCK AND TRAILER PARTS INC	192895	08/20/2019	08/08/2019			595.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	BLOW CAN, RETRIEVER CLAW		276260	07/02/2019			13.33
	001-170-639	FILTER (2)		276254	07/02/2019			3.00
	001-170-639	SWITCH, TERMINAL (2): SCAG MOWER		276240	07/02/2019			13.90
	001-170-639	SWITCH: FRONT END LOADER		276376	07/08/2019			17.95
	001-100-570	FUSE HOLDER (2), WIPER BLADE (16)		276248	07/08/2019			128.90
	001-170-639	FILTER (2): FRONT END LOADER		276417	07/10/2019			24.81
	001-170-559	PKG TIE WRAP (8)		276439	07/11/2019			44.70
	001-161-638	SWITCH: ENG 2		276490	07/12/2019			8.00
	001-100-570	WIPER BLADE (6): PD CHARGERS		276613	07/18/2019			45.00
	001-100-570	OIL FILTER (24): PATROL UNITS		276819	07/23/2019			51.60
	001-100-570	CHROME NUT COVERS: PD COMM UNIT		276819	07/23/2019			2.00
	001-100-570	BULB: U #54		276830	07/24/2019			3.74
	001-100-570	ZINC REPL (8): PD VEHICLES		276950	07/30/2019			97.68
	001-161-638	1GAL ANTIFREZ (4): ENG 5		276962	07/30/2019			47.40
	001-170-638	AIR FILTER (2)		276941	07/30/2019			79.78
	001-170-638	FILTER		276966	07/31/2019			13.95
001	MALLETTE BROTHERS CONSTRUCTION INC	192898	08/20/2019	08/09/2019			238.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	7.95 A-BASE LIMESTONE TN		20743	07/31/2019			238.50
001	LOWES HOME CENTERS INC	192899	08/20/2019	08/09/2019			1,372.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	REPR MOVIE SCREEN BOX		902108	06/25/2019			62.97
	001-170-559	24PK TERRY TOWELS, DECK BRUSH		914078	06/26/2019			25.14
	001-170-634	MAINT: SPLASH PAD		910803	06/26/2019			21.82
	001-170-559	DRILL BIT		914109	06/27/2019			6.83
	001-170-513	6FT WOOD PICNIC TABLE (3)		919545	06/27/2019			188.10
	001-170-634	MAINT: SPLASH PAD		909054	06/27/2019			2.17
	001-170-559	50CT HD GLOVES		909913	07/01/2019			9.49
	001-170-634	50LB BAG QUIKRETE (3)		901280	07/01/2019			9.60
	001-205-559	25FT P/SNAKE, 8PC ADJ TOGGLE		902595	07/01/2019			24.19
	001-170-635	SGL DEADBOLT (5): SOCCER CMLPX		902786	07/02/2019			75.40
	001-170-559	30PC MONKEY HOOKS		901884	07/09/2019			11.86
	001-161-559	40W BULB (2)		909749	07/09/2019			7.56
	001-205-559	85PC DRILL BIT, 14CT SCREWS		901992	07/10/2019			29.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	192899	08/20/2019	08/09/2019			1,372.51	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-559	EZ REACH PICKUP TOOL (5)	914945	07/11/2019			92.50	
	001-170-559	LQ PLUMR (2), BOWL BRUSH (2)	914945	07/11/2019			17.02	
	001-170-559	24PK TERRY TOWELS (3)	914945	07/11/2019			32.76	
	001-170-559	50CT CLN GLOVE, CONC ANCHORS	912854	07/11/2019			15.17	
	001-170-559	BRASS KEY (24), SPLIT RING	902941	07/15/2019			55.77	
	001-161-559	40IN CURTAIN ROD	909116	07/16/2019			10.44	
	001-170-559	500PK CABLE TIES	909157	07/16/2019			28.49	
	001-170-635	2X8X8 TREATED LUMBER (4)	902053	07/16/2019			28.76	
	001-170-635	3/4-4X8 TREATED PLYWOOD	902053	07/16/2019			30.94	
	001-170-635	5LB EXT DECK SCREWS 1-5/8 IN	902053	07/16/2019			28.49	
	001-170-635	5LB EXT DECK SCREWS 2-1/2 IN	902053	07/16/2019			28.49	
	001-170-635	100FT SPEEDLINE REEL	902053	07/16/2019			5.68	
	001-170-635	2X4X8 TREATED LUMBER	902053	07/16/2019			15.84	
	001-205-559	TURN ANGLE VLV, SHARKBITE DMT	911015	07/16/2019			11.25	
	001-170-559	DW RIGHT ANGLE ATTACHMENT	901391	07/18/2019			20.89	
	001-170-559	SPRINKLER ADJ KEY	914340	07/19/2019			8.92	
	001-205-559	CFT 3PC SNIP SET	910515	07/19/2019			23.73	
	001-170-559	GE 40W 2PK FLUORESCENT BULB	910536	07/19/2019			10.44	
	001-170-559	GE 60W 8PK LED BULB	901518	07/19/2019			20.69	
	001-170-559	PC 20V MAX LI-ION	909305	07/22/2019			94.98	
	001-170-559	6.5OZ INSECT REPELLENT (2)	901036	07/22/2019			10.22	
	001-170-559	75FT BRAIDED ROPE (4)	901036	07/22/2019			79.72	
	001-170-639	FAN WHEEL (4), AXLE NUT (4)	902649	07/22/2019			52.60	
	001-161-559	80-OZ LQ PLMBR PRO	902838	07/23/2019			8.06	
	001-170-559	8LB SLEDGE HAMMER	914561	07/23/2019			26.59	
	001-100-635	GLOVES, DUCT SEALANT, BRUSH (4)	902735	07/23/2019			27.72	
	001-170-559	2.2GAL GAS CAN	914594	07/24/2019			37.99	
	001-161-559	HOSE HANGER, WALL PROTECTOR	910944	07/24/2019			13.74	
	001-161-559	NOZZLE, DOOR DOWN STOP, HOSE	910944	07/24/2019			59.79	
001	MS DEPT OF FINANCE & ADMIN	192902	08/20/2019	08/09/2019			25,017.75	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	JUL 2018 COURT ASSESSMENTS	07312019	08/01/2019			25,017.75	
001	MSC 7511	192903	08/20/2019	08/09/2019			470.88	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	FFO200-01 RENTAL FEE	INV3204884	08/05/2019			470.88	
001	MS DEPT OF PUBLIC SAFETY	192905	08/20/2019	08/09/2019			1,537.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	JUL 2019 SPECIAL ASSESSMENTS	07312019	08/01/2019			1,537.00	
001	MS DEPT OF PUBLIC SAFETY	192906	08/20/2019	08/09/2019			120.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	JUL 2019 INTERLOCK FEES	07312019	08/01/2019			120.00	
001	JACKSON COUNTY ADULT DETENTION CENTER	192907	08/20/2019	08/09/2019			5,880.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-696	JUL 2019 ADC CHGS	07312019	08/07/2019			5,880.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE DATA STORAGE INC	192908	08/20/2019	08/09/2019			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2019 SHREDDING SERVICE		66713	08/02/2019			105.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	192909	08/20/2019	08/09/2019			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	JUN 2019 CLUB SUPPORT		06302019	08/06/2019			833.33
	001-170-642	JUL 2019 CLUB SUPPORT		07312019	08/06/2019			833.33
001	BORDIS & DANOS PLLC	192912	08/20/2019	08/09/2019			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	AUG 2019 RETAINER		71	08/05/2019			10,000.00
001	SPORTS CONDUCTOR LLC DBA JARVIS	192913	08/20/2019	08/09/2019			185.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2019 FOOTBALL (34)		4660	08/01/2019			134.30
	001-170-502	2019 CHEER (13)		4660	08/01/2019			51.35
001	CINTAS CORPORATION NO 2	192918	08/20/2019	08/12/2019			309.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4025161863	07/03/2019			61.87
	001-205-535	MAINTENANCE		4025540056	07/10/2019			61.87
	001-205-535	MAINTENANCE		4026004526	07/17/2019			61.87
	001-205-535	MAINTENANCE		4026510400	07/24/2019			61.87
	001-205-535	MAINTENANCE		4026982322	07/31/2019			61.87
001	CABLE ONE INC	192919	08/20/2019	08/12/2019			91.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2019 SUBSTN: #107718827		08012019	08/08/2019			91.88
001	CABLE ONE INC	192920	08/20/2019	08/12/2019			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2019: #107718371		08012019	08/08/2019			213.68
001	CABLE ONE INC	192921	08/20/2019	08/12/2019			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG CABLE BOX: #118476316		08012019	08/08/2019			71.37
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	192922	08/20/2019	08/12/2019			214.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET T1.5 DIGITAL SERV		3111121277	08/01/2019			214.35
001	ADVANCE AUTO PARTS	192923	08/20/2019	08/12/2019			16.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BATT DISCON TOP POST: U #15804		7984	07/29/2019			16.74
001	C SPIRE WIRELESS	192925	08/20/2019	08/13/2019			1,008.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	07/31/2019			50.92
	001-022-605	HR CELL PHONE		0030759348	07/31/2019			50.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	192925	08/20/2019	08/13/2019			1,008.39	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-605	ADMIN CELL PHONES	0030759348	07/31/2019			136.03	
	001-090-605	BLD-PLNG CEL PHONES	0030759348	07/31/2019			203.68	
	001-090-698	IPAD SERVICE (3)	0030759348	07/31/2019			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	07/31/2019			101.84	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	07/31/2019			158.75	
	001-170-605	RECREATION CELL PHONES	0030759348	07/31/2019			152.76	
	001-205-605	MAINT CELL PHONES	0030759348	07/31/2019			50.92	
001	ALBERT E KILLEN	192928	08/20/2019	08/13/2019			54.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM ADV:EXEC FIRE OFFCR	09232019	09/23/2019			54.00	
001	JERED GRAHAM	192929	08/20/2019	08/13/2019			72.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM REIMB: FI 1031-11	07252019	08/06/2019			72.00	
001	DIRECTV LLC	192931	08/20/2019	08/13/2019			152.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (SEP)	08132019	08/14/2019			152.00	
001	ROBERT JONES, CUSTODIAN	192932	08/20/2019	08/13/2019			97.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	SHIPPING FEE: TURNOUT REPAIR	05312019	05/31/2019			36.20	
	001-161-559	FOOD: 6/28/19 BOAT YD FIRE	06282019	06/28/2019			38.91	
	001-161-559	GATORADE: 6/28/19 BOAT YD FIRE	06282019	06/28/2019			22.47	
001	FOSTERS A/C & HEATING INC	192933	08/20/2019	08/13/2019			223.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	SERV CALL: ADMIN HALL #1	W1052697	07/23/2019			85.50	
	001-100-635	SERV CALL: ADMIN #2/BREAKRM	W1052698	07/23/2019			138.00	
001	FUELMAN	192934	08/20/2019	08/13/2019			2,925.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP56703975	08/05/2019			56.55	
	001-100-525	UNL FUEL	NP56703975	08/05/2019			2,174.39	
	001-161-525	UNL & DSL FUEL	NP56703975	08/05/2019			442.72	
	001-170-525	UNL & DSL FUEL	NP56703975	08/05/2019			197.59	
	001-205-525	UNL FUEL	NP56703975	08/05/2019			53.80	
001	FUELMAN	192936	08/20/2019	08/13/2019			2,915.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP56731516	08/12/2019			27.65	
	001-100-525	UNL FUEL	NP56731516	08/12/2019			2,178.95	
	001-161-525	UNL & DSL FUEL	NP56731516	08/12/2019			414.85	
	001-170-525	UNL & DSL FUEL	NP56731516	08/12/2019			220.83	
	001-205-525	UNL & DSL FUEL	NP56731516	08/12/2019			73.45	
001	GRAND VIEW SECURITY LLC	192939	08/20/2019	08/13/2019			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	ALARM MONITORING: BUDDY DAVIS	0712-5632	08/07/2019			300.00	

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001	MUNICIPAL CODE CORPORATION	192940	08/20/2019	08/13/2019			550.00	
	Account Number 001-040-699	Description	ANNUAL WEB HOSTING 8/19-7/20	Invoice # 00331870	Date 08/07/2019	P.O.	Amount	550.00
001	712500 AUTOZONE, MS #1	192941	08/20/2019	08/13/2019			129.06	
	Account Number 001-170-639	Description	CRC CARB CLEAN (2)	Invoice # 4907564285	Date 07/01/2019	P.O.	Amount	9.58
	001-170-639		STARTING FLUID (2)	4907565411	07/03/2019			7.58
	001-170-639		ADAPTER VALVE	4907572579	07/16/2019			2.99
	001-170-638		WINDSHIELD WASHER FLUID (6)	4907572737	07/16/2019			17.94
	001-170-638		BED MATS (2): REC TRUCKS	4907577772	07/25/2019			73.98
	001-170-638		AIR FILTER	4907580842	07/30/2019			16.99
001	PITNEY BOWES PURCHASE POWER	192943	08/20/2019	08/14/2019			1,200.00	
	Account Number 001-092-607	Description	POSTAGE METER	Invoice # 0434-6213	Date 07/21/2019	P.O.	Amount	1,200.00
001	MS FIRE ACADEMY	192944	08/20/2019	08/14/2019			365.00	
	Account Number 001-161-681	Description	FF RESCUE TECHNIQUES: ODOM	Invoice # 27317	Date 08/05/2019	P.O.	Amount	365.00
001	SECURE NETWORKS LLC	192945	08/20/2019	08/14/2019			425.00	
	Account Number 001-092-698	Description	DOT GOV DOMAIN RENEWAL	Invoice # 3893	Date 08/06/2019	P.O.	Amount	425.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	192946	08/20/2019	08/14/2019			198.00	
	Account Number 001-100-699	Description	MX-M654N SERV AGRMNT (6MO)	Invoice # 352148	Date 07/30/2019	P.O.	Amount	198.00
001	WASTE OIL COLLECTORS INC	192947	08/20/2019	08/14/2019			80.00	
	Account Number 001-205-698	Description	STOP CHARGE: PUMP USED OIL	Invoice # 0023108	Date 07/30/2019	P.O.	Amount	80.00
001	CREDIT CARD CENTER	192952	08/20/2019	08/14/2019			4,221.53	
	Account Number 001-090-681	Description	HOTEL STAY: ALEXANDER, D	Invoice # 06282019	Date 07/01/2019	P.O.	Amount	470.00
	001-094-682		GPA MEMB FEE: STENNETT, A	07032019	07/04/2019			220.00
	001-161-682		NAFI MEMB FEE: MCCOY, D	07082019	07/09/2019			65.00
	001-170-559		24 PK WATER (168) REC DEPT	07082019	07/09/2019			420.00
	001-170-638		301 PC MECHANICS TOOL SET	07102019	07/11/2019			199.99
	001-161-559		KITCHEN WARE: POTS, KNIVES	07112019	07/12/2019			484.12
	001-170-511		SUPPLIES: SR MEMBER DRIVE	07152019	07/16/2019			69.19
	001-001-509		SUPPLIES: GMYC SWEARING IN	07162019	07/17/2019			13.08
	001-170-511		SUPPLIES: SR MEMBER DRIVE	07162019	07/17/2019			66.76
	001-170-511		SUPPLIES: SR MEMBER DRIVE	07152019	07/17/2019			79.26
	001-001-509		SUPPLIES: GMYC SWEARING IN	07162019	07/18/2019			41.20
	001-170-513		4 ACTS "MUSIC ON THE LAWN"	07162019	07/18/2019			100.00
	001-040-535		SHIRTS (8)	07192019	07/22/2019			49.59
	001-045-559		SHIRTS (8)	07192019	07/22/2019			40.44
	001-170-513		SUPPLIES: SPORT CAMPS (2)	07192019	07/22/2019			170.90

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001	CREDIT CARD CENTER	192952	08/20/2019	08/14/2019			4,221.53	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-682	ASFPD DUES: MORGAN, R		07242019	07/25/2019			120.00
	001-090-682	ASFPD DUES: ANKERSON,S		07252019	07/26/2019			120.00
	001-094-682	NGMA DUES: STENNETT, A		07252019	07/29/2019			174.00
	001-094-681	2020 NGMA CONFERENCE:STENNETT		07252019	07/29/2019			719.00
	001-094-681	GMBOK TRAINING: STENNETT		07252019	07/29/2019			599.00
001	SEYMOUR ENGINEERING PLLC	192958	08/20/2019	08/14/2019			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	ENG FEES: SPECIAL MGT AREA		7130	08/02/2019			450.00
001	ACTION PRINTING CENTER INC	192960	08/20/2019	08/14/2019			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-620	2.5X3 WHITE CASE CARDS (4000)		97476	08/12/2019	191057		90.00
001	MS FIRE ACADEMY	192961	08/20/2019	08/14/2019			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FF 1001-I-II: PUZZ, GLENN		27339	08/05/2019	190461		500.00
	001-161-681	FF 1001-I-II: HANCOCK, MICAH		27339	08/05/2019	190461		500.00
001	GULF COAST BUSINESS SUPPLY CO	192962	08/20/2019	08/14/2019			573.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	BMF TOWELS 16PK (4)		192008	07/31/2019	191073		76.04
	001-161-510	COMET CLEANSER (8)		192008	07/31/2019	191073		13.76
	001-161-510	FURNITURE POLISH (2)		192008	07/31/2019	191073		4.70
	001-161-510	DISINFECTANT LYSOL 13OZ (4)		192008	07/31/2019	191073		9.36
	001-161-500	POST-IT NOTES 3X3 100 SHEETS		192008	07/31/2019	191073		9.29
	001-161-510	TRASH BAGS 43X47 100/CS (4)		192008.1	08/01/2019	191073		95.80
	001-161-510	DAWN LIQUID SOAP (4)		190520	07/03/2019	190973		21.04
	001-161-510	BWK6145 TISSUE 96CT		190520	07/03/2019	190973		32.99
	001-161-510	BMF TOWELS 250/PK (4)		190520	07/03/2019	190973		76.04
	001-161-510	409 CLEANER 12CT		190520	07/03/2019	190973		38.84
	001-161-510	1GAL PINE CLEANER 4CT		190520	07/03/2019	190973		31.89
	001-161-510	1GAL BLEACH 6CT		190520	07/03/2019	190973		15.99
	001-161-510	COMET CLEANSER (4)		190520	07/03/2019	190973		6.88
	001-161-510	DISINFECTANT LYSOL (4)		190520	07/03/2019	190973		9.36
	001-161-510	OVEN CLEANER (4)		190520	07/03/2019	190973		10.40
	001-161-510	ANTIBACT SOAP REFILL 12CT		190520	07/03/2019	190973		67.99
	001-161-510	JUMBO JR TISSUE 12CT		190520	07/03/2019	190973		32.99
	001-161-510	SPONGE YEL/GREEN SCRUB PAD (4)		190520	07/03/2019	190973		3.40
	001-161-510	WINDEX CLEANER (4)		190520.01	07/03/2019	190973		16.68
001	SUNBELT FIRE INC	192963	08/20/2019	08/14/2019			447.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	MSA AIRPACK REPAIR		120466	08/08/2019	191103		447.34
001	ANIMAL CARE EQUIPMENT &	192964	08/20/2019	08/14/2019			40.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	TYPE P 1CC 3/4 DARTS 5PK		73378	07/09/2019	190992		28.90
	001-100-559	SHIPPING		73378	07/09/2019	190992		11.50

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001	CUSTOM PRODUCTS CORPORATION	192965	08/20/2019	08/14/2019			452.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	PUBLIC ACCESS SIGN 60X30		323571	08/09/2019	191067		189.25
	001-201-565	NO DUMPING SIGNS 18X24 (10)		323571	08/09/2019	191067		217.90
	001-201-565	FREIGHT		323571	08/09/2019	191067		45.00
001	NAFECO INC	192967	08/20/2019	08/14/2019			368.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	F52985-34X30 PRO TAC PANT (3)		996407	08/12/2019	190669		85.20
	001-161-535	F52985-28X32 PRO TAC PANT (3)		996407	08/12/2019	190669		85.20
	001-161-535	F52985-34X32 PRO TAC PANT (3)		996407	08/12/2019	190669		85.20
	001-161-535	F52985-40X32 PRO TAC PANT (3)		996407	08/12/2019	190669		85.20
	001-161-535	SHIPPING		996407	08/12/2019	190669		28.00
001	GOODYEAR AUTO CENTER	192968	08/20/2019	08/14/2019			567.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P225/60R18 EAG RS-A: U #12404		212284	08/09/2019	191039		567.12
001	SOUTHERN BARKS INC	192970	08/20/2019	08/14/2019			1,195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	80 YDS WOODFIBER MULCH		1395	08/13/2019	191101		1,120.00
	001-170-634	FUEL CHARGE		1395	08/13/2019	191101		75.00
001	THE SUN HERALD	192973	08/20/2019	08/14/2019			183.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: FY 2018 AUDIT REPORT		IO4304564	07/22/2019	191028		183.00
001	SOUTHERN REGIONAL SAFETY INST	192974	08/20/2019	08/14/2019			3,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC LEO ACADEMY: BYRD, S		2295	07/29/2019	190824		3,600.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	192976	08/20/2019	08/14/2019			566.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	REPL INK PAD		3420226150	07/26/2019	191058		3.99
	001-161-559	SEAGATE 1TB EXT HARD DRIVE		3420226150	07/26/2019	191058		49.95
	001-090-500	TAPE DISPENSER		3420226151	07/26/2019	191058		1.07
	001-090-500	CURVE STAPLE REMOVER (2)		3420226151	07/26/2019	191058		1.70
	001-090-500	HP 65 BLK/TRICOLOR 2PK		3420226151	07/26/2019	191058		29.12
	001-161-500	HP K2500 WRLS KEYBOARD		3420517574	07/30/2019	191058		24.99
	001-100-559	SEAGATE BACKUP PLUS 4TB		3420517575	07/30/2019	191061		109.99
	001-100-559	PERF PAD 8.25X11 LGL (2)		3420517575	07/30/2019	191061		36.44
	001-010-500	HP 05A BLK TONER 2PK		3421015420	08/02/2019	191079		143.08
	001-010-500	CS 8.5X11 COPY PAPER (4)		3421015420	08/02/2019	191079		166.12
001	ANDAX INDUSTRIES LLC	192981	08/20/2019	08/14/2019			163.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	PELICAN 7069 BATTERY PACK (5)		159397	07/25/2019	191056		163.00

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001	SPORTABOUT	192982	08/20/2019	08/14/2019			32.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-535	GAUTIER GRAPHIC: 8 SHIRTS		7173	07/29/2019	191059		16.00
	001-045-559	GAUTIER GRAPHIC: 8 SHIRTS		7173	07/29/2019	191059		16.00
001	PROFESSIONAL SOLUTIONS USA INC	192983	08/20/2019	08/14/2019			487.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-561	CODE ENFRC INSERTS (7500)		376126	08/01/2019	191047		487.30
001	WOODS HEATING AND AIR CONDITIONING SERVI	192985	08/20/2019	08/14/2019			459.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	18X18 AIR FILTER (9)		190952	08/01/2019	190952		33.75
	001-092-635	18X24 AIR FILTER (8)		190952	08/01/2019	190952		30.00
	001-092-635	16X20 AIR FILTER (12)		190952	08/01/2019	190952		43.20
	001-092-635	16X18 AIR FILTER (12)		190952	08/01/2019	190952		45.00
	001-170-635	30X30 AIR FILTER (12)		190953	08/01/2019	190953		126.00
	001-100-635	20X20 AIR FILTER (32)		190954	08/01/2019	190954		115.20
	001-100-635	12X24 AIR FILTER (6)		190954	08/01/2019	190954		21.60
	001-100-635	20X24 AIR FILTER (12)		190954	08/01/2019	190954		45.00
001	OCCUPATIONAL HEALTH CENTER INC	192989	08/20/2019	08/14/2019			841.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: KING, D		181677	08/02/2019	190991		65.00
	001-100-604	PRE-EMP DRUG SCREEN: KING, D		181677	08/02/2019	190991		30.00
	001-022-604	PRE-EMP PHYSICAL: LOGAN, B		181677	08/02/2019	191025		65.00
	001-022-604	PRE-EMP DRUG SCREEN: LOGAN, B		181677	08/02/2019	191025		30.00
	001-100-604	PRE-EMP PHYSICAL: SMITH, T		181677	08/02/2019	191036		65.00
	001-100-604	PRE-EMP DRUG SCREEN: SMITH, T		181677	08/02/2019	191036		60.00
	001-161-604	FF 1001 PHYSICAL:DUBISSON, D		181356	08/02/2019	190885		151.00
	001-161-604	FF 1001 PHYSICAL: HEDMAN, D		181356	08/02/2019	190885		151.00
	001-161-604	BASIC ANNUAL PHYS: GRAHAM, J		181668	08/02/2019	190764		15.00
	001-161-604	BASIC ANNUAL PHYS: JONES, T		181668	08/02/2019	190764		15.00
	001-161-604	BASIC ANNUAL PHYS: LINTON, J		181668	08/02/2019	190764		30.00
	001-161-604	BASIC ANNUAL PHYS:NORTHINGTON		181668	08/02/2019	190764		15.00
	001-161-604	BASIC ANNUAL PHYS:FOUNTAIN, S		181668	08/02/2019	190764		15.00
	001-161-604	FULL ANNUAL PHYS:GILLESPIE, J		181668	08/02/2019	190764		39.00
	001-161-604	BASIC ANNUAL PHYS:KOZLOWSKI, B		181668	08/02/2019	190764		15.00
	001-161-604	BASIC ANNUAL PHYS: ROS, MARK		181668	08/02/2019	190764		50.00
	001-161-604	BASIC ANNUAL PHYS: SHERMAN, J		181668	08/02/2019	190764		15.00
	001-161-604	BASIC ANNUAL PHYS: FREMIN, J		181668	08/02/2019	190764		15.00
001	STEINER SAW & MOWER	192990	08/20/2019	08/14/2019			257.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	PARTS: WEEDEATER & MOWER		199695	07/25/2019	191050		71.00
	001-161-639	1GAL OIL 6PK (2)		99737	07/30/2019	191070		16.00
	001-161-639	SET 42" HUSTLER BLADES (2)		99737	07/30/2019	191070		68.00
	001-161-639	QT KAWASAKI OIL (2)		99737	07/30/2019	191070		12.00
	001-161-639	FS 80 CARB		99737	07/30/2019	191070		40.00
	001-161-639	WEEDEATER CAP		99737	07/30/2019	191070		10.00
	001-161-639	KAWASAKI OIL FILTER		99737	07/30/2019	191070		10.00

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001	STEINER SAW & MOWER	192990	08/20/2019	08/14/2019			257.00	(CONTINUED)
	Account Number 001-161-639	Description		Invoice #	Date	P.O.	Amount	
		BRIGGS HOUR METER		99737	07/30/2019	191070		30.00
001	MAGNOLIA AD STUDIO LLC	192991	08/20/2019	08/14/2019			750.00	
	Account Number 001-021-615	Description		Invoice #	Date	P.O.	Amount	
		AUG 2019 ADVERTISING PKG		1125	08/14/2019			750.00
FUND TOTAL	1 Claims to	Checks	66 Total	81,127.20	Manual	Held	Total	81,127.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CREDIT CARD CENTER	192951	08/20/2019	08/14/2019			860.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-681	MEMBER FEE: BAXTER, C	4023	07/08/2019			315.00	
	157-100-681	WIRELESS FEE: FBI ACADEMY	4023	07/09/2019			39.95	
	157-100-681	HOTEL - 1 NIGHT: BAXTER, C	4023	07/07/2019			105.36	
	157-100-681	UNIFORMS: FBI ACADEMY-BAXTER	4023	07/18/2019			399.98	
157	BARNEYS POLICE AND HUNTING SUPPLIES	192979	08/20/2019	08/14/2019			5,662.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	GLOCK DUTY WEAPONS (38)	31350	07/26/2019	190833		15,542.00	
	157-100-799	TRADE CREDIT (38)	31350	07/26/2019	190833		-9,880.00	
FUND TOTAL 157 Claims	to	Checks	2 Total	6,522.29	Manual	Held	Total	6,522.29

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	ADVANCED CONSTRUCTION & DEVELOPMENT LLC	192954	08/20/2019	08/14/2019			36,525.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	CITY PARK NATURE TRAIL		2	08/12/2019			
FUND TOTAL 171 Claims	to	Checks	1 Total	36,525.82 Manual		Held	Total	36,525.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	O'REILLY AUTO PARTS	192859	08/20/2019	08/06/2019			22.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	UV LIGHT,THERMOMETER:SHEP VAN		1978137780	07/18/2019			22.98
176	AD2 INC	192871	08/20/2019	08/08/2019			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE JAN 2018:SKIP PYMT		3466	06/15/2019			36.50
	176-170-699	SHOPPING CART FEE JAN 2018		3466	06/15/2019			115.00
176	LOWES HOME CENTERS INC	192910	08/20/2019	08/09/2019			292.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-520	1QT VINCA WHITE (10)		919446	06/26/2019			28.30
	176-170-520	HERBICIDE,1QT VINCA RED (10)		919446	06/26/2019			43.49
	176-170-586	CLEAR VINYL TUBING: FROG POND		901563	07/02/2019			6.26
	176-170-559	CDLS MINI BLIND (2)		909437	07/03/2019			27.12
	176-170-586	CIRCUIT BREAKER (6): CAMPSITE		902364	07/08/2019			23.34
	176-170-559	WALL MOUNT HOSE HANGER (2)		912761	07/09/2019			20.68
	176-170-559	KRAZY GLUE		911868	07/15/2019			1.02
	176-170-635	FLUSH LEVER		911868	07/15/2019			5.68
	176-170-639	PORCLN DRIP PAN (4)		909340	07/17/2019			25.22
	176-170-586	FLUSH MOUNT LIGHT, FLOOD LIGHT		901196	07/17/2019			51.27
	176-170-586	SQR OUTDOOR WALL LIGHT		901196	07/17/2019			11.68
	176-170-586	10PK WALL MOUNT & COMM OUTLET		910515	07/19/2019			20.98
	176-170-586	SS TUBE INSULATION		910515	07/19/2019			1.88
	176-170-559	16OZ YEL JACKET KILLER (2)		910944	07/24/2019			7.54
	176-170-635	KITCHEN FAUCET: MOBILE HOME		910944	07/24/2019			17.56
176	C SPIRE WIRELESS	192926	08/20/2019	08/13/2019			50.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	07/31/2019			50.92
176	FUELMAN	192937	08/20/2019	08/13/2019			104.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP56731516	08/12/2019			104.43
176	712500 AUTOZONE, MS #1	192942	08/20/2019	08/13/2019			48.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	FREON (2),LEAK DETECT:SHEP VAN		4907572579	07/16/2019			39.57
	176-170-638	AIR FILTER: SHEP VAN		4907572737	07/16/2019			8.99
176	CREDIT CARD CENTER	192953	08/20/2019	08/14/2019			755.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-535	TSHIRTS (11)		07092019	07/10/2019			55.47
	176-170-702	42" BELT FAN (2)		07152019	07/16/2019			699.98
176	AD2 INC	192980	08/20/2019	08/14/2019			666.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-704	PHOTOGRAPHY: SSP WEBSITE		3496	08/12/2019	190994		666.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	WOODS HEATING AND AIR CONDITIONING SERVI	192986	08/20/2019	08/14/2019				
	Account Number	Description		Invoice #	Date	P.O.	57.60	
	176-170-586	20X20 AIR FILTER (2)		190950	08/01/2019	190950		7.20
	176-170-586	22X22 AIR FILTER (12)		190950	08/01/2019	190950		50.40
FUND TOTAL 176 Claims	to	Checks	9 Total	2,150.13	Manual	Held		Total 2,150.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
306	GOODWYN MILLS & CAWOOD INC	192948	08/20/2019	08/14/2019			7,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	306-176-762	DESIGN DEV: WELC CENTER PH3		MOB1900112	08/30/2019			
FUND TOTAL 306 Claims	to	Checks	1 Total	7,900.00	Manual	Held	Total	7,900.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC Account Number 353-722-603	192955	08/20/2019	08/14/2019			1,720.82	
		Description		Invoice #	Date	P.O.	Amount	
		PRELIM & DESIGN ENGINEERING		7145	08/13/2019			1,720.82
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-603	192956	08/20/2019	08/14/2019			9,500.48	
		Description		Invoice #	Date	P.O.	Amount	
		PRELIM & DESIGN ENGINEERING		7144	08/13/2019			9,500.48
FUND TOTAL 353 Claims	to	Checks	2 Total	11,221.30	Manual	Held	Total	11,221.30

Docket of Claims
Release date from 08/20/2019 thru 08/20/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	192927	08/20/2019	08/13/2019			112,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		36011	08/06/2019		112,200.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	112,200.00	Manual	Held	Total	112,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC Account Number 400-650-672	192856	08/20/2019	08/05/2019			170,690.75	
		Description JUL 2019 OPERATION FEE		Invoice # GAUTIER080	Date 08/01/2019	P.O.	Amount	170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC Account Number 400-651-698	192874	08/20/2019	08/08/2019			672.99	
		Description ROLL - OFF TIMBERLANE		Invoice # 6972094768	Date 08/01/2019	P.O.	Amount	672.99
400	MALLETTE BROTHERS CONSTRUCTION INC Account Number 400-651-585	192897	08/20/2019	08/09/2019			235.20	
		Description 7.84 RAP TN		Invoice # 20743	Date 07/31/2019	P.O.	Amount	235.20
400	SOUTHERN LINC Account Number 400-650-698 400-650-698	192904	08/20/2019	08/09/2019			89.24	
		Description AUG 2019 SERV CHGS		Invoice # 10606877	Date 08/01/2019	P.O.	Amount	80.00
		TAXES/FEES		10606877	08/01/2019			9.24
400	LOWES HOME CENTERS INC Account Number 400-650-559 400-650-635 400-650-635	192914	08/20/2019	08/09/2019			69.06	
		Description SUPPLIES: METER READERS		Invoice # 901402	Date 06/26/2019	P.O.	Amount	58.92
		FOAM WINDOW STRIP		901773	06/28/2019			3.60
		25CT SHEET METAL SCREW		901884	07/09/2019			6.54
400	CITY OF GAUTIER Account Number 400-000-104	192915	08/20/2019	08/10/2019			129,927.68	
		Description JUL 2019 GARBAGE PMTS		Invoice # 07312019	Date 07/31/2019	P.O.	Amount	129,927.68
400	IRBY'S ANSWERING SERVICE Account Number 400-650-698 400-650-698	192924	08/20/2019	08/12/2019			418.60	
		Description BASE RATE: 8/7/19 - 9/3/19		Invoice # 277-080719	Date 08/07/2019	P.O.	Amount	414.00
		455 MTS: 7/10/19 - 8/6/19		277-080719	08/07/2019			4.60
400	COGENT STRATEGIES LLC Account Number 400-650-601 400-650-601	192930	08/20/2019	08/13/2019			7,530.06	
		Description PROFESSIONAL FEES		Invoice # 1602	Date 08/05/2019	P.O.	Amount	7,500.00
		TAXI CABS/UBERS-LOCAL		1602	08/05/2019			30.06
400	FUELMAN Account Number 400-650-525	192935	08/20/2019	08/13/2019			165.22	
		Description UNL FUEL		Invoice # NP56703975	Date 08/05/2019	P.O.	Amount	165.22
400	FUELMAN Account Number 400-650-525	192938	08/20/2019	08/13/2019			65.02	
		Description UNL FUEL		Invoice # NP56731516	Date 08/12/2019	P.O.	Amount	65.02
400	SEYMOUR ENGINEERING PLLC Account Number 400-650-603	192949	08/20/2019	08/14/2019			5,825.00	
		Description W&S INFRASTRUCTURE VALUATION		Invoice # 7129	Date 08/02/2019	P.O.	Amount	5,825.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	192950	08/20/2019	08/14/2019			1,737.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES PS		1031975	08/02/2019			347.40
	400-651-698	RENEWAL: RUE ST DENIS PS		1031975	08/02/2019			347.40
	400-651-698	RENEWAL: PAT DR PS		1031975	08/02/2019			347.40
	400-651-698	RENEWAL: CAMINO GRANDE		1031975	08/02/2019			347.40
	400-651-698	RENEWAL: CITY PARK PS		1031975	08/02/2019			347.40
400	SEYMOUR ENGINEERING PLLC	192957	08/20/2019	08/14/2019			1,427.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	GENERAL ENG: APR - JUL 2019		7130	08/02/2019			1,427.50
400	SOUTHERN PIPE & SUPPLY	192966	08/20/2019	08/14/2019			1,194.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1X100 CTS BLUE TUBING (400FT)		3152860-00	07/31/2019	190927		144.00
	400-651-581	3/4X100 CTS BLUE TUBING (100FT)		3152860-00	07/31/2019	190927		21.00
	400-651-581	ST TIP FOR PROBE ROD (12)		3152860-00	07/31/2019	190927		69.00
	400-651-581	1-1/4XCLOSE BRASS NIPPLE		3152860-00	07/31/2019	190927		5.75
	400-651-581	1-1/4X2 BRASS NIPPLE		3152860-00	07/31/2019	190927		6.50
	400-651-581	1-1/4X6 BRASS NIPPLE		3152860-00	07/31/2019	190927		16.00
	400-651-581	1-1/4X4 BRASS NIPPLE		3152860-00	07/31/2019	190927		11.30
	400-651-581	3/4 PJXPJ CPLG (48)		3264462-00	07/29/2019	191027		921.12
400	COAST BATTERY SPECIALIST INC	192969	08/20/2019	08/14/2019			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	12V 5AH BATTERY (20): SCADA		68502	07/26/2019	191060		280.00
400	C & M ELECTRIC MOTOR SERVICE INC	192971	08/20/2019	08/14/2019			108.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	CAPACITOR (8):SHEP PARK SPARES		12152	08/06/2019	190957		108.00
400	CENTRAL PIPE SUPPLY-JACKSON	192972	08/20/2019	08/14/2019			1,933.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	VALVE BOX LID 5-1/4 (8)		1001866351	07/19/2019	191034		72.00
	400-651-581	BRASS STD NIPPLE 3/4XCLOSE (2)		1001866351	07/19/2019	191034		5.46
	400-651-581	BRASS STD NIPPLE 3/4X2 (2)		1001866351	07/19/2019	191034		6.86
	400-651-581	BRASS STD NIPPLE 3/4X4 (2)		1001866351	07/19/2019	191034		11.98
	400-651-581	BRASS STD NIPPLE 3/4X6 (2)		1001866351	07/19/2019	191034		17.48
	400-651-581	1-1/4X1 BELL REDUCER THRD (5)		1001866351	07/19/2019	191034		81.00
	400-651-581	1-1/4X1 BUSHING THREADED (5)		1001866351	07/19/2019	191034		42.85
	400-651-581	1X3/4 BELL REDUCER THRD (3)		1001866351	07/19/2019	191034		30.12
	400-651-581	1X3/4 BUSHING THREADED (6)		1001866351	07/19/2019	191034		30.18
	400-651-581	1-1/4X1 BELL REDUCER THREADED		1001866352	07/24/2019	191034		16.20
	400-651-581	1-1/4X1 BUSHING THREADED		1001866352	07/24/2019	191034		8.57
	400-651-581	1X3/4 BELL REDUCER THRD (3)		1001866352	07/24/2019	191034		30.12
	400-651-581	1-1/4 FORD NL COUPLING (4)		1001866353	07/24/2019	191034		237.08
	400-651-581	METER BOX PVC READER LID (84)		1001877041	08/01/2019	191068		1,344.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY INC	192975	08/20/2019	08/14/2019			444.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	23-1/2X1-1/2 MANHOLE COVER (2)		80929	07/22/2019	191020		174.00
	400-651-581	1-1/2X12-1/2 FULL CIR CLAMP (5)		81133	08/06/2019	191020		270.40
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	192977	08/20/2019	08/14/2019			290.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	3X2 ALUM FRAME DRY ERASE BOARD		3420936971	08/01/2019	191072		31.16
	400-650-500	DRY ERASE KIT EXPO CHISEL		3420936972	08/01/2019	191072		9.16
	400-650-500	HP 952XL/952 4PK		3420779311	07/31/2019	191069		108.96
	400-650-500	LEXMARK MS/X317 BLK RETURN		3420779311	07/31/2019	191069		78.74
	400-650-500	HP 952XL HY BLK CARTRIDGE		3420779311	07/31/2019	191069		37.64
	400-650-500	EXPAND FILE LETTER SIZE A-Z		3420779311	07/31/2019	191069		11.91
	400-650-500	LETTER FOLDER 3TAB 50BX (2)		3420779311	07/31/2019	191069		12.80
400	CITY ELECTRIC SUPPLY CO	192978	08/20/2019	08/14/2019			1,823.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-713	3 POLE SPLICER/REDUCER (2)		PAS/059463	07/26/2019	191053		37.58
	400-651-713	THHN2BLK-19STR-CU (30)		PAS/059463	07/26/2019	191053		38.19
	400-651-713	THNN6BLK-19STR-CU (30)		PAS/059463	07/26/2019	191053		16.38
	400-651-713	14-YEL-19STR-CU-500S/R (500)		PAS/059463	07/26/2019	191053		47.48
	400-651-713	16-14 VINYL INSUL SPADE (100)		PAS/059463	07/26/2019	191053		21.29
	400-651-713	PHASE TAPE 3/4X66 GREEN		PAS/059463	07/26/2019	191053		5.75
	400-651-713	PHASE TAPE 3/4X66 WHT		PAS/059463	07/26/2019	191053		5.75
	400-651-713	PHASE TAPE 3/4X66 RED		PAS/059463	07/26/2019	191053		5.75
	400-651-713	PHASE TAPE 3/4X66 BLUE		PAS/059463	07/26/2019	191053		5.75
	400-651-713	F4P 8FL OZ ANTI OX BOTTLE		PAS/059463	07/26/2019	191053		12.99
	400-651-713	F4P 11" CABLE TIE 50LBS (100)		PAS/059463	07/26/2019	191053		9.70
	400-651-713	WI 4" ROUND BOX (2)		PAS/059463	07/26/2019	191053		11.80
	400-651-713	WI 4" RND STEEL CVR/GASKET		PAS/059463	07/26/2019	191053		1.96
	400-651-713	WI 4" RND L HOLDER COVER 3X1/2		PAS/059463	07/26/2019	191053		3.10
	400-651-583	THHN-6-BLK-19STR-CU WIRE (10)		PAS/059519	07/29/2019	191052		5.46
	400-651-583	80A 240V 3P PLUG-IN BRKR (2)		PAS/059519	07/29/2019	191052		450.00
	400-651-713	1-5/8 1-5/8 14 GA STRUT (40)		PAS/059234	07/16/2019	190999		71.80
	400-651-713	STRUT FLAT PLATE 4 HOLE CRN(2)		PAS/059234	07/16/2019	190999		9.98
	400-651-713	WI 4HOLE TEE PLATE (4)		PAS/059234	07/16/2019	190999		22.76
	400-651-713	REGULAR SPRING NUT 3/8 (25)		PAS/059234	07/16/2019	190999		29.75
	400-651-713	0210-9966 3/8X1 HEX BOLT GR2		PAS/059234	07/16/2019	190999		20.99
	400-651-713	0210-9891 3/8X1-1/4 FENDER WSR		PAS/059234	07/16/2019	190999		10.99
	400-651-713	60A 240V 4SN SW NEMA3R		PAS/059234	07/16/2019	190999		82.50
	400-651-713	60A 250V RK5 TD FUSE (3)		PAS/059234	07/16/2019	190999		46.95
	400-651-713	12X12X6 FASTENER SYSTEM J BOX		PAS/059234	07/16/2019	190999		46.76
	400-651-713	2" RIGID CONDUIT NIPPLES (2)		PAS/059234	07/16/2019	190999		9.24
	400-651-713	3" PVC SCH40 (30)		PAS/059234	07/16/2019	190999		54.30
	400-651-713	3 TERMINAL ADAPTER		PAS/059234	07/16/2019	190999		2.77
	400-651-713	3" STEEL LOCKNUT		PAS/059234	07/16/2019	190999		1.41
	400-651-713	QUART PVC CEMENT		PAS/059234	07/16/2019	190999		12.00
	400-651-713	2" PVC SCH40 (90)		PAS/059234	07/16/2019	190999		74.25
	400-651-713	2 TERMINAL ADAPTER (3)		PAS/059234	07/16/2019	190999		3.45
	400-651-713	2" STEEL LOCKNUT (3)		PAS/059234	07/16/2019	190999		2.43

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	192978	08/20/2019	08/14/2019			1,823.94	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-713	UNIVERSAL PIPE CLAMP (3)	PAS/059234	07/16/2019	190999			4.77
	400-651-713	2" 90 DEG ELBOW W/BELL END (6)	PAS/059234	07/16/2019	190999			31.50
	400-651-713	2 COUPLING (8)	PAS/059234	07/16/2019	190999			6.80
	400-651-713	5/8X10 COPPER GRD ROD	PAS/059234	07/16/2019	190999			20.38
	400-651-713	5/8" GROUND ROD CLAMP	PAS/059234	07/16/2019	190999			2.25
	400-651-713	BARE SD 4 SOLID 1000 REEL (15)	PAS/059234	07/16/2019	190999			12.63
	400-651-713	10 CIRCUIT TERMINAL BLOCK	PAS/059234	07/16/2019	190999			18.29
	400-651-713	1LB DUCT SEAL (2)	PAS/059234	07/16/2019	190999			6.06
	400-651-713	200A 3PH 7T METER SOCKET	PAS/059234	07/16/2019	190999			435.00
	400-651-713	2" VERT/HOR SEALOFF	PAS/059273	07/17/2019	190999			105.00
400	MUSCO-GULFPORT 1227	192984	08/20/2019	08/14/2019			1,890.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-581	AUTO HYD FLUSHER RED:SUTER RD	0644434	07/30/2019	191065			1,890.00
400	WOODS HEATING AND AIR CONDITIONING SERVI	192987	08/20/2019	08/14/2019			229.65	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-635	20X20 AIR FILTER (2)	190951	08/01/2019	190951			7.20
	400-650-635	18X18 AIR FILTER (3)	190951	08/01/2019	190951			11.25
	400-650-635	18X24 AIR FILTER (4)	190951	08/01/2019	190951			15.00
	400-650-635	12X24 AIR FILTER (6)	190951	08/01/2019	190951			21.60
	400-650-635	25X25 AIR FILTER (12)	190951	08/01/2019	190951			58.20
	400-650-635	10X30 AIR FILTER (12)	190951	08/01/2019	190951			58.20
	400-650-635	24X24 AIR FILTER (12)	190951	08/01/2019	190951			58.20
400	MAGNOLIA PUMP AND EQUIPMENT INC	192988	08/20/2019	08/14/2019			2,622.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-583	1HP 230V E/ONE METER PUMP (2)	7338	08/02/2019	191055			2,300.00
	400-651-583	STATOR/LINER ASSY (4)	7339	08/02/2019	191066			322.64
400	CITY OF GAUTIER	192993	08/20/2019	08/15/2019			125,406.53	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-000-104	TR MEMA WIRE: H NATE	07182019	07/18/2019				125,406.53
FUND TOTAL 400 Claims		to	Checks	24 Total	455,077.42 Manual	Held	Total	455,077.42

189

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	66 Total	81,127.20 Manual	Held	Total	81,127.20
FUND 157 Claims	to	Checks	2 Total	6,522.29 Manual	Held	Total	6,522.29
FUND 171 Claims	to	Checks	1 Total	36,525.82 Manual	Held	Total	36,525.82
FUND 176 Claims	to	Checks	9 Total	2,150.13 Manual	Held	Total	2,150.13
FUND 306 Claims	to	Checks	1 Total	7,900.00 Manual	Held	Total	7,900.00
FUND 353 Claims	to	Checks	2 Total	11,221.30 Manual	Held	Total	11,221.30
FUND 355 Claims	to	Checks	1 Total	112,200.00 Manual	Held	Total	112,200.00
FUND 400 Claims	to	Checks	24 Total	455,077.42 Manual	Held	Total	455,077.42
FUND 404 Claims	to	Checks	1 Total	105,002.37 Manual	Held	Total	105,002.37
Total for all Funds				Checks 107 Total	817,726.53 Manual	Held	Total 817,726.53

Councilman Colledge made the motion to approve Consent Agenda Items 1-14, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 168-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-14 are hereby approved.

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

Motion was made by **Councilman Colledge**, 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 August 20, 2019.

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

RESOLUTION NUMBER 030-2019

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

WHEREAS, the Gautier Police Department is requesting the following items be removed from inventory: Thirty-eight (38) Glock 23, Gen4 pistols –

PVR631,PVR625,PVR638,PVR637,PVR624,PVR612,PVR609,PVR614,PVR606,PVR623, PVR608,PVR611,PVR610,PVR643,PVR617,PVR647,PVR636,PVR634,PVR639,PVR627, PVR646,PVR626,PVR619,PVR615,PVR607,PVR633,PVR620,BEUD961,PVR628,PVD648 ,PVD618,PVR641,BEUD962,PVR635,PVR644,PVR632,PVR630, and PVR622; and

WHEREAS, the Gautier Police Department is requesting the following items be removed from inventory and disposed of by destruction of, if appropriate, by discarding in the same manner as other municipal solid waste; Two (2) X26 Tasers – XOO-638635 and XOO-551608; and

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

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that the thirty-eight (38) Glock 23, Gen4 duty pistols are hereby removed from inventory and the two (2) X26 lasers are hereby removed from inventory and may be disposed of by destruction or, if appropriate, by discarding in the same manner as other municipal solid waste.

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

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

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 20th day of August, 2019.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 8/8/2019
Subject: Resolution removing thirty eight (38) Glock Gen 4, 40 caliber duty pistols from Police Department inventory and two (2) X26 Tasers from Police Department inventory and approve disposal.

REQUEST:

City Council authorization is requested to remove thirty eight (38) Glock Gen4 duty pistols from Police Department inventory and two (2) X26 Tasers from the Police Department's inventory and approve disposal.

BACKGROUND:

The thirty eight (38) Glock pistols were replaced with thirty eight (38) new Glock duty pistols approved by council on May 21, 2019 Council meeting. The two X26 Tasers are broken and will be replaced.

DISCUSSION:

The new Glock pistols were purchased from Barneys Police Supply and have been added into the Gautier Police Department's master inventory. Serial numbers on the pistols to be removed off inventory are PVR631, PVR625, PVR638, PVR637, PVR624, PVR612, PVR609, PVR614, PVR606, PVR623, PVR608, PVR611, PVR610, PVR643, PVR617, PVR647, PVR636, PVR634, PVR639, PVR627, PVR646, PVR626, PVR619, PVR615, PVR607, PVR633, PVR620, BEUD961, PVR628, PVR648, PVR618, PVR641, BEUD962, PVR635, PVR644, PVR632, PVR630, and PVR 622. Taser serial numbers XOO-638635 and XOO-551608.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the removal of these pistols from inventory and authorize the two (2) Tasers be removed off inventory and be disposed of by destruction.

ATTACHMENTS:

1. tasers
2. OLD GLOCKS
3. Consent Agenda Item 1 - Resolution removing thirty eight (38) Glock Gen 4, 40 caliber duty pistols and two (2) X26 Tasers from PD

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

ORDER NUMBER 169-2019

WHEREAS, the City of Gautier requires use of a stage for hosting Gautier's Cruisin' through the Decades Event to be held October 6, 2019; and

WHEREAS, Brock Services, LLC has offered the use of a stage, free of charge, under the attached Use Agreement; and

WHEREAS, the Mayor and City Council hereby find that the use of the stage, pursuant to the attached Use Agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Use Agreement between the City of Gautier and Brock Services, LLC is hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/12/2019
Subject: Approval of a use of construction equipment agreement between the City of Gautier and Brock Services, LLC for the Cruisin' through the Decades Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Brock Services, LLC for use of a stage for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2019.

BACKGROUND:

The 23rd Annual Cruisin' the Coast will be held October 6, 2019- October 13, 2019 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 6, 2019 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The Cruisin through the Decades event will consist of musical entertainment, reserved parking for cruisers, an all-out car show, and food vendors. Brock Services, LLC will provide the performance stage for our live musical entertainment. Their charitable contribution will allow the City of Gautier to provide a free event that will leave a positive impact on families along the Mississippi Gulf Coast.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Brock Services, LLC.

The City Council May:

1. Approve the attached agreement between the City of Gautier and Brock Services, LLC; or
2. Not approve the attached agreement between the City of Gautier and Brock Services, LLC

ATTACHMENTS:

1. Brock Services LLC 2019

USE OF EQUIPMENT AGREEMENT

This AGREEMENT made this ___ day of ___ 2019 by and between Brock Services, LLC ("Brock") and City of Gautier (the "User").

In consideration of the willingness of the Brock to allow User to use certain equipment, materials, staging, and/or scaffolding (the "EQUIPMENT") on or about October 6, 2019 for the Cruisin' the Coast production, and for as long as any Equipment is being used by User or its agents, User, through authorized representative below, warrants and agrees as follows:

1. To assume complete responsibility for the use of the Equipment and shall reimburse Brock for any damage during User's use.
2. To the maximum extent permitted by the laws of the State of Mississippi, User shall release, defend, indemnify and hold harmless Brock, its parent, affiliates and subsidiaries, and directors, officers, employees and agents of such companies (collectively "Indemnified Party") against any bodily injury, property damage or personal and advertising injury loss, damage, claim, suit, liability, judgment, and expense (including but not limited to attorneys' fees, and other costs of litigation), and any fines, penalties, or assessments, arising out of injury, disease or death of persons or damage to or loss of any property or violation of the applicable law but only when caused by or arising out of the acts or omissions of the User, or anyone for whom User is directly or indirectly responsible. This indemnity obligation shall be applicable against User with respect to any Use by its parent, affiliates subsidiaries, subcontractors and agents, and each of their employees and agents or anyone for whom they are directly or indirectly responsible. User shall maintain Liability Coverage for attorney fees, damages, and injuries associated with User's access or use of the EQUIPMENT, and shall name the Indemnified Party as an additional insured on the Event Policy, if any, associated with the Cruisin' the Coast production.
3. That User has inspected the Equipment prior to use and by its use, accepts the Equipment AS-IS and all risks relating thereto.
4. User acknowledges that Brock has made no express or implied warranty of any kind whatsoever with respect to the Equipment, including but not limited to: the merchantability of the Equipment or its fitness for any particular purpose; the design or condition of the Equipment; the quality or capacity of the Equipment; the workmanship of the Equipment; compliance of the Equipment with the requirements of any law, rule, specification or contract pertaining to the Equipment; patent infringement; or latent defects.
5. That the obligations of User under paragraphs 1 and 2 shall survive the termination of this Agreement.

City of Gautier, Mississippi

Brock Services, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

ORDER NUMBER 170-2019

WHEREAS, The 23rd Annual Cruisin' the Coast will be held October 6, 2019 through October 13, 2019 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

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

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation from Waggoner Engineering Inc. for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2019 from 11:00 A.M. – 4:00 P.M. is hereby approved.

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

Motion was made by **Councilman Colledge**, 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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/12/2019
Subject: Approval to accept a monetary donation 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 donation for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2019.

BACKGROUND:

The 23rd Annual Cruisin' the Coast will be held Oct. 6 – 13, 2019 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 6, 2019 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:
1. Bronze Sponsor - \$500- Waggoner Engineering, Inc

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 listed above; or
2. Not approve the monetary donation listed above.

ATTACHMENTS:

1. Waggoner 8.20.19

WAGGONER ENGINEERING, INC.

PO Box 12227
Jackson, Mississippi 39236-2227
(601) 355-9526

068952

Regions Bank
85-543/653

CHECK DATE

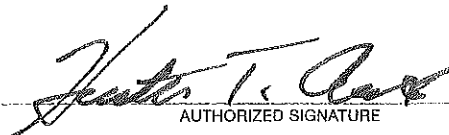
July 30, 2019

PAY Five Hundred and 00/100 Dollars

AMOUNT

500.00

TO City of Gautier
3330 Highway 90
Gautier, MS 39553


AUTHORIZED SIGNATURE MP



EAMLY BUSINESS FORMS 800.392.6018 DELTEK VISION

WAGGONER ENGINEERING, INC. PO Box 12227 • Jackson, Mississippi 39236-2227 • (601) 355-9526**068952**

Check Date: 7/30/2019

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
Sponsorship 19	7/29/2019	0038215	500.00			500.00
City of Gautier		TOTAL	500.00			500.00
Regions - Accounts Payable 16		GAUTIER				

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

ORDINANCE NUMBER 250-2019

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

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

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

1. Finance Department
 - a. Reclassify Deputy Court Clerk grade 10 to Deputy Court Clerk I grade 9
 - b. Reclassify Deputy Court Clerk grade 10 to Deputy Court Clerk II grade 10

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

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

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on August 20, 2019 to consider the reclassification of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council reclassifies the following positions:
 1. Finance Department
 - a. Deputy Court Clerk grade 10 to Deputy Court Clerk I grade 9
 - b. Deputy Court Clerk grade 10 to Deputy Court Clerk II grade 10
- B. The Official Schedule of Authorized Positions Shall be amended as Attached.

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

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

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

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 20th day of August, 2019.

Phil Torjusen, Mayor

Attest: _____
 Cynthia Russell
 City Clerk

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 8/12/2019
Subject: Approval of Amended Schedule of Authorized Positions

REQUEST:

Approval of Amended Schedule of Authorized Positions

BACKGROUND:

On 12/18/18 the Gautier City Council amended the Schedule of Authorized Positions to add an additional Clerk to address audit issues within the Court Division.

DISCUSSION:

After consideration by the director, it has been determined that the creation of two distinct positions will more effectively define the division of work needed to meet the segregation of duties requirement.

RECOMMENDATION:

The City Manager recommends the approval of the Amended Schedule of Authorized Positions as attached.

ATTACHMENTS:

1. SAP 10-02-18

SCHEDULE OF AUTHORIZED POSITIONS FY2019

Approved by Council 10/02/18	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
<u>JUDICIAL DEPARTMENT</u>					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				2	
Total Non-Funded					
<u>EXECUTIVE DEPARTMENT</u>					
City Manager	N/A	N/A	1		
Administrative Assistant III - DCC	2080	11	1		
Economic Developer			Unfunded (1)		
Total Funded			2		
Total Non-Funded			1		
<u>GRANTS AND PROJECTS DEPT.</u>					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Total Funded			2		
Total Non-Funded					
<u>RECREATION DEPT.</u>					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		

Parks Supervisor	2080	12	1	
Grounds and Maint. Oper. Crew Ldr	2080	9	1	
Grounds and Maintenance Oper.	2080	7	2	
Student Administrative Clerk	N/A	N/A		1
Student Laborer	N/A	N/A		1
Park Attendant	N/A	N/A		3
Custodian	2080	7	1	
Total Funded			7	5
Total Non-Funded				

FINANCE DEPARTMENT

Comptroller	2080	21	1	
Assistant Comptroller	2080	17	1	
Accounting Generalist	2080	11	1	
<u>Court Division</u>				
Court Clerk	2080	13	1	
Deputy Court Clerk I	2080	9	1	
Deputy Court Clerk II	2080	10	1	
Total Funded			6	
Total Non-Funded				

HUMAN RESOURCES DEPARTMENT

Director	2080	19	1	
HR Generalist	2080	10	1	
<u>Maintenance Division</u>				
Mechanic	2080	14	2	
Multi-Craft Maintenance Worker	2080	12	1	
Total Funded			5	
Total Non-Funded				

CITY CLERK DEPARTMENT

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

Utility Services Division

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

Total Funded 14

Total Non-Funded

PLANNING DEPARTMENT

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

Total Funded 5

Total Non-Funded

POLICE DEPARTMENT

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

CID

Detective Lieutenant	2080	14	1	
Detective Sergeant	2080	13	1	
Detective	2080	12	2	
Detective	2080	12	Unfunded (1)	
FBI Task Force Officer	2080	12	1	
Narcotics Officer	2080	12	1	
Crime Prevention Officer	2080	12	Unfunded (1)	
Records Clerk	2080	8	1	
Animal Control Officer	2080	9	1	

Patrol

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

Traffic

Traffic Sergeant	2184	10S	Unfunded (1)	
K9 Officer	2184	10	1	
Traffic Officer	2184	10	3	
Traffic Officer	2184	10	Unfunded (1)	
School Crossing Guard	N/A	N/A	4	
Reserve Officer	N/A	N/A		21
Total Funded			49	4
Total Non-Funded			4	21

* Probationary Officer/Grade 9
 Certified Officer/Grade 10

FIRE DEPARTMENT

Fire Chief	2080	22	1	
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Deputy Fire Chief/Fire Marshall	2080	20	1	
Administrative Assistant I	2080	9	1	
Fire Captain	2496	12	3	
Fire Lieutenant	2496	11	9	
Firefighter	2496	9 or 10*	24	
Part Time Firefighter	N/A	N/A		3

Total Funded			39	3
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Total Non-Funded

**Probationary Firefighter/Grade 9*

Certified Firefighter/Grade 10

<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
Judicial: Funded		2	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	7	5	
Finance Dept: Funded	5		
Human Resources Dept: Funded	5		
City Clerk Dept: Funded	14		
Planning Dept: Funded	6		
Police Department: Funded	48	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39	3	
TOTAL	128	14	21
TOTAL UNFUNDED	5		

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

ORDER NUMBER 171-2019

WHEREAS, The City of Gautier's 2019 Basketball and Football Camp was held on July 23rd and July 24th 2019; and

WHEREAS, these camps are an excellent opportunity for youth to improve their skills as basketball and football players, while helping to build confidence with all aspects of the games; and

WHEREAS, the Recreation Department contacted ClearWater Solutions to sponsor the camps in the amount of \$900 which allowed all participants and volunteers camp t-shirts; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation from ClearWater Solutions for the City of Gautier's 2019 Basketball and Football Camp held July 23rd and July 24th 2019 is hereby approved.

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

Motion was made by **Councilman Colledge**, 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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/13/2019
Subject: Approval to accept a monetary donation for The City of Gautier's 2019 Basketball and Football Camp

REQUEST:

The Recreation Department is seeking authorization from City Council to accept a monetary donation from ClearWater Solutions in the amount of \$900 for the City of Gautier's 2019 Basketball and Football Camp.

BACKGROUND:

The Recreation Department in partnership with Gautier Middle School and Resurrection Catholic School hosted a two-day basketball camp on July 23rd and 24th at Gautier Middle School. In addition, a one-day football camp was held at Gautier High School hosted by the GHS football coaches and players. These camps were offered for free to all children along the Gulf Coast. These camps were an excellent opportunity for youth to improve their skills as basketball and football players. The objective of the camp was to build confidence with all aspects of the game of basketball and football. This year's basketball camp had 75 participants and the football camp had 60 participants.

DISCUSSION:

The Recreation Department contacted ClearWater Solutions to sponsor the camps in the amount of \$900 which allowed the Recreation Department to provide all participants and volunteers camp t-shirts.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a monetary donation from ClearWater Solutions in the amount of \$900 for the City of Gautier's 2019 Basketball and Football Camp.

The City Council may:

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

ATTACHMENTS:

1. ClearWater Sponsorship 8.20.19

AUBURN BANK

34519

61-257/622

CHECK ARMOR
FRAUD PROTECTION

August 2, 2019

CLEARWATER SOLUTIONS LLC
 2660 EASTCHASE LN, SUITE 200
 MONTGOMERY, AL 36117
 (334) 532-3201

PAY TO THE
 ORDER OF Nine Hundred and 00/100 Dollars

\$

900.00 DOLLARS

CITY OF GAUTIER
 3330 HWY 90
 GAUTIER, MS 39553

MEMO


 AUTHORIZED SIGNATURE 

⑈034519⑈ ⑆062202574⑆ 05122309⑈

CLEARWATER SOLUTIONS LLC

34519

Check Date: 8/2/2019

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
2019 Rec League	7/31/2019	000000246299	900.00			900.00
CITY OF GAUTIER		TOTAL	900.00			900.00
Auburn Bank - CWS	1	05581				

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

RESOLUTION NUMBER 031-2019

WHEREAS, First United Methodist Church of Gautier will host a Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 5, 2019 from 8:00 A.M. – 4:00 P.M.; and

WHEREAS, First United Methodist Church of Gautier has requested that the City waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00; and

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

WHEREAS, First United Methodist Church of Gautier has received more than the total amount waived by the City (\$85.00) in the form of federal, state or private funding which will be used for this event;

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of \$70.00 and deposit in the amount of \$15.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 5, 2019 from 8:00 A.M. – 4:00 P.M. is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman College**, 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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/13/2019
Subject: Request to waive rental and deposit fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

REQUEST:

First United Methodist Church of Gautier requests City Council to waive the \$70 pavilion rental fee and \$15 deposit fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 5, 2019 from 8:00 a.m. – 4:00 p.m.

BACKGROUND:

First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 5th 8 a.m. – 4 p.m. The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 and 12-4 time period.

DISCUSSION:

The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or
2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested.

ATTACHMENTS:

1. Gautier UMC Request 2019

GAUTIER PARKS AND RECREATION

Request for Pavilion Usage

DATE OF APPLICATION: 8/12/19

ORGANIZATION OR INDIVIDUAL NAME: First United Methodist Church of Gautier

NAME OF APPLICANT: Bonnie G. Dodwin CONTACT PHONE: 228-623-4490

CONTACT ADDRESS: 2420 Orch Lane
Gautier, Ms 39553

TYPE OF EVENT: Bark in the Park & Blessing of Pets

DATE(S) APPLIED FOR: 10/5/19

FACILITIES APPLIED FOR: Pavillion A - east side

SET-UP TIME: 8:00 am

CLOSE TIME: 4:00 pm

IT IS HEREBY AGREED between the City of Gautier Parks and Recreation Department and the above party the facility named is reserved on
10/5/19

The person requesting this permit agrees:

1. To personally accept responsibility for any damage done to the facility or equipment by persons in his/her group during the reserved period of time.
2. To maintain order and control over persons in the group.
3. To abide by all policies and procedures of the Gautier Parks and Recreation Department as well as those policies regulating this facility.
4. There is NO alcohol allowed on City property, NO water slides, NO farm animals, or any other type of instrument that would require water.

Failure to comply with all the terms of these regulations or violations of any federal, state or municipal law, ordinance or regulation in conjunction with the use of this facility will result in immediate cancellation of the privilege of using this facility and will be grounds for future denial of similar reservations or permits.

Non-profit organizations do not have to pay a fee for rental. To be considered for non-profit status, you must provide a copy of your C-3 Tax Status to the City of Gautier Parks and Recreation Department upon signing the contract.

The rental fee for residents of the City of Gautier is \$35.00 along with a \$15.00 cleanup deposit. The rental fee for non-residents of the City of Gautier is \$35.00 along with a \$15.00 cleanup deposit. Rental fees will not be refunded due to weather conditions. Fees are only refunded if the park is closed by the City of Gautier for any reason. The cleanup fee will be refunded if the area is left in good condition.

I hereby agree that I have read and understood all the regulations and policies governing the use of the above named facility.

Signature: Bonnie G. Dodwin

Date: 8/12/19



First United Methodist Church

P.O. Box 127 - 2717 Highway 90
Gautier, Mississippi 39553

Church: 228-497-1698 or 228-497-6085
Fax: 228-497-1698

Email: fumcgautier@gmail.com
Website: fumcgautier.com

August 12, 2018

City Council

Mayor Phil Torjusen

3330 Hwy 90

Gautier, MS 39553

Dear Mayor Torjusen,

Here at First United Methodist Church of Gautier, we are looking forward to the Bark in the Park/Blessing of the Pets events on October 5, 2019 during the hours of 8am-12pm and 12pm-4pm. As a 501©(3) organization, we have received more than \$85 in charitable donations from an outside funding source to make this event possible. We look forward to the continued partnership with the City.

Blessings in Christ,

Rev. MJ Kirby, Pastor

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

RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES FOR ROCKIN' THE ROUNDABOUT ON AUGUST 23RD, SEPTEMBER 27TH, OCTOBER 25TH, AND NOVEMBER 22ND 2019.

RESOLUTION NUMBER 032-2019

WHEREAS, the Recreation Department requests for road closure to portions of Dolphin Drive and William Payne Adams Blvd. for the monthly music series Rockin' the Roundabout event; and

WHEREAS, the purpose of the road closure is to conduct the monthly music series Rockin' the Roundabout event; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the Recreation Departments request, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closures as described herein is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

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

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

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

NAYS: None

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 20th day of August, 2019.

PHIL TORJUSEN, MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: 8/13/2019

Subject: Resolution approving the closure of roads and traffic control measures for Rockin' the Roundabout in Gautier on August 23rd , September 27th , October 25th , and November 22nd 2019 from 6:00 p.m. - 8:30 p.m.

REQUEST:

The Recreation Department requests the approval of a resolution to close portions of Dolphin Dr and William Payne Adams Blvd for the monthly music series Rockin' the Roundabout event.

BACKGROUND:

Petro Cadillac Chevrolet has agreed to sponsor a new city event called Rockin' the Roundabout in Gautier. This event will be a monthly music series and will be held August 23rd , September 27th , October 25th , and November 22nd from 6:00 p.m. - 8:30 p.m. on Dolphin Dr.

DISCUSSION:

In the interest of public safety, Dolphin Dr. North of the Lowe's entrance and West of the rear mall entrance will be closed along with William Payne Adams Blvd East of the Lowe's entrance. The Closure of portions of Dolphin Dr and William Payne Adams Blvd for the monthly music series Rockin' the Roundabout will take effect on August 23rd, September 27th , October 25th, and November 22nd at 5:00 pm and will reopen on at 10:00 pm.

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of public safety to close portions of Dolphin Dr. and William Payne Adams Blvd as listed above.

City Council may:

- 1) Approve a resolution for the closure of portions of Dolphin Dr and William Payne Adams Blvd for the monthly music series Rockin' the Roundabout that will take effect on August 23rd, September 27th, October 25th, and November 22nd at 5:00 pm and will reopen on at 10:00 pm;
- 2) Not approve a resolution for the closure of portions of Dolphin Dr and William Payne Adams Blvd for the monthly music series Rockin' the Roundabout that will take effect on August 23rd, September 27th, October 25th, and November 22nd at 5:00 pm and will reopen on at 10:00 pm.

ATTACHMENTS:

1. Consent Agenda Item 7 - Resolution approving closure of roads and traffic control measures for Rockin' the Roundabout

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

ORDER NUMBER 172-2019

WHEREAS, the City of Gautier desires to begin work on the Robinson Still Road Water and Sewer Project; and

WHEREAS, the City of Gautier annexed the Robinson Still area in 2002 and this project will expand water and sewer services to the area; and

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bids; and

WHEREAS, the Robinson Still Road Water and Sewer Project will be funded through the revenue bond; and

WHEREAS, the attached advertisement will run in the Sun Herald on August 27 and September 3, 2019, and bids will be opened on September 26, 2019;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Robinson Still Road Water and Sewer Project.

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

Motion was made by **Councilman Colledge**, 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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/13/2019
Subject: Authorization to Advertise for Bid for the Robinson Still Road Water and Sewer Project

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the Robinson Still Road Water and Sewer Project.

BACKGROUND:

The City of Gautier annexed the Robinson Still Road area in 2002. This project will expand water and sewer services to the area. The project will be funded through the revenue bond.

DISCUSSION:

If approved, this ad will run in the Sun Herald on Aug. 27 and Sept. 3, 2019. Bids will be opened on Sept. 26, 2019 at 2 p.m.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council authorize advertising for bid for the Robinson Still Road Water and Sewer Project.

The City Council may:

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

ATTACHMENTS:

1. Ad for Bid

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until **2:00 p.m. (CDT) on Thursday, September 26, 2019**, for the following:

ROBINSON STILL ROAD WATER AND SEWER CITY OF GAUTIER

These bids are invited to construct a water main with residential service connections in Gautier, Mississippi.

A Pre-Bid meeting will be held at **10:00 a.m. on Tuesday, September 17, 2019** at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. It is strongly suggested that all prospective Bidders attend this meeting.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to underground utilities.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at (228) 385-2350 ext. 124 regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39553 and designated as Bid for:

ROBINSON STILL ROAD WATER AND SEWER CITY OF GAUTIER

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2018.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 Times: 8/27/2019
9/03/2019
Open: 9/26/2019

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

ORDER NUMBER 173-2019

WHEREAS, the City of Gautier was recently the recipient of a grant (1134-18-192-PF-01) from the Mississippi Development Authority, Community Services Division; and

WHEREAS, the Bemis Avenue Sewer Project funding is made available by the Community Development Block Grant (CDBG) Program; and

WHEREAS, the purpose of this meeting is to provide citizens with information regarding progress of the activities undertaken through the CDBG Program and to receive citizen input; and

WHEREAS, a public meeting will be held at 12:00pm on September 11, 2019 at Gautier City Hall; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for Public Meeting for the Bemis Avenue Sewer Project.

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

Motion was made by **Councilman Colledge**, 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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/13/2019
Subject: Authorization to Advertise for Public Meeting for the Bemis Avenue Sewer Project

REQUEST:

The Grants & Projects Department requests City Council authorization to advertise for a public meeting for the Bemis Avenue sewer project (as required by the CDBG Public Facilities grant).

BACKGROUND:

The City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project. The Community Development Block Grant Program provides for a maximum grant amount per project of \$600,000 for cities and counties with a population greater than 3,500 people.

DISCUSSION:

If approved, this ad will run in the Sun Herald on Aug. 26, 2019. A public meeting (status meeting) will be held at City Hall at noon on Sept. 11, 2019. The meeting is meant to address any citizen questions or comments regarding the ongoing project.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council authorize advertising for a public meeting for the Bemis Avenue sewer project (as required by the CDBG Public Facilities grant).

The City Council may:

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

ATTACHMENTS:

1. Consent Agenda Item 9 - Authorization to Advertise for Public Meeting for the Bemis Avenue Sewer Project
2. Public Meeting Notice

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PUBLIC MEETING

The City of Gautier was recently the recipient of a grant (1134-18-192-PF-01) from the Mississippi Development Authority, Community Services Division, through funding made available by the Community Development Block Grant (CDBG) Program. A public meeting will be held at 12:00 p.m. on September 11, 2019 at City Hall, located at 3330 Highway 90 in Gautier, Mississippi. The purpose of this meeting is to provide citizens with information regarding progress of the activities undertaken through the CDBG Program and to receive citizen input concerning that progress.

The location for this hearing is accessible to persons with disability. All comments are welcome and must be submitted in writing. If a translator is needed for non-English speaking persons, please contact the City Clerk's office at (228) 497-8000 at least 3 days prior to the meeting in an effort to accommodate this request.

The City of Gautier does not discriminate on the basis of disability in the admissions or access to or treatment or employment in its program or activities.

**** Please run in the LEGAL section of the local paper on August 26, 2019. ****

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

ORDER NUMBER 174-2019

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for June 2019 is hereby received.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting August 20, 2019.

JUN 2019 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,245,519.91
MS Development Loan Katrina	Depository Account	007-000-001	\$5,810.55
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$40,971.45)
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$392,162.53
Fire Protection Fund	Depository Account	160-000-001	\$132,911.82
Tidelands Grant	Depository Account	171-000-001	
Library Support Fund	Depository Account	172-000-001	\$3,956.51
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$83,702.40
USDA NRCS EWP Program	Depository Account	300-000-001	(\$174,697.80)
Pine Cone Drive Spillway	Depository Account	301-000-001	\$43,160.53
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$415,105.94
Town Commons Park Project	Depository Account	304-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$185,909.08
EPA: Brownfields Assessment	Depository Account	409-000-001	\$0.00
General Ledger Cash Balance			\$4,397,566.09
General Depository Reconciled Cash Balance			\$4,396,755.63

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$256,762.00
Bemis Sewer Project	Enterprise Account	351-000-002	(\$125,918.50)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,098,991.60
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$56,287.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,286,122.62
Enterprise Reconciled Cash Balance			\$3,282,409.83

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$388,833.83
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$70,341.29
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	\$302,250.86
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	\$10,183.47
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	\$10,183.47
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$484,724.69
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$4,071,533.63
S2019 Cash w/ Fiscal Agent (Debt Service)	Bond Fund	Fund 305	\$249,430.37
W&S Rev Bond S2018: Construction	Bond Fund	Funds 352-354	\$3,259,644.43
S2012 W&S Refunding Bonds: Debt Service	Closed	602-000-007	\$0.00
S2012 W&S Refunding Bonds: DS Reserve	Closed	495-000-001	\$0.00
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$274,683.58
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$737,682.46
Total Bond & Restricted Reconciled Cash Balances			\$9,859,492.08

**JUNE 2019
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2019	JUN 2019	Balance	75.00% % to date
General Fund Revenues	10,455,059.00	8,483,515.78	1,971,543.22	81.1%
Expenditures:				
001 Legislative	161,674.00	121,214.95	40,459.05	74.9%
010 City Court	303,675.00	189,607.25	114,067.75	62.4%
021 City Manager	263,892.00	177,799.23	86,092.77	67.3%
022 Human Resources	113,131.00	51,174.38	61,956.62	45.2%
040 City Clerk	263,491.00	154,307.31	109,183.69	58.5%
045 Finance	225,702.00	172,056.34	53,645.66	76.2%
060 City Attorney	130,000.00	91,902.00	38,098.00	70.6%
090 Economic Dev - Planning	361,199.00	259,313.23	101,885.77	71.7%
092 Building & General Expenses	588,020.00	426,759.98	161,260.02	72.5%
094 Grants & Project Admin	154,639.00	112,593.37	42,045.63	72.8%
100 Police	3,508,582.00	2,439,452.42	1,069,129.58	69.5%
161 Fire	2,579,288.00	1,923,919.45	655,368.55	74.5%
170 Recreation	746,385.00	565,143.74	181,241.26	75.7%
201 PW: Streets	286,420.00	118,821.05	167,598.95	41.4%
205 PW: Maintenance	258,328.00	187,476.69	70,851.31	72.5%
900 Interfund Transfers	880,452.00	409,867.96	470,584.04	46.5%
General Fund Expenditures	10,824,878.00	7,401,409.35	3,423,468.65	68.3%
<i>Total Operating Expenditures</i>	9,434,610.00	6,618,250.16	2,816,359.84	
<i>Total Capital Outlay Expenditures</i>	445,840.00	318,565.96	127,274.04	
<i>Total Debt Service</i>	63,976.00	54,725.27	9,250.73	
<i>Total Transfers Out</i>	880,452.00	409,867.96	470,584.04	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,824,878.00	7,401,409.35	3,423,468.65	
<i>Personnel</i>	7,332,804.00	5,402,974.81	1,929,829.19	
<i>Supplies</i>	520,827.00	273,035.47	247,791.53	
<i>Other Services</i>	1,580,979.00	942,239.88	638,739.12	
<i>Capital Outlay</i>	445,840.00	318,565.96	127,274.04	
<i>Debt Service</i>	63,976.00	54,725.27	9,250.73	
<i>Interfund Transfers for DS</i>	880,452.00	409,867.96	470,584.04	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,824,878.00	7,401,409.35	3,423,468.65	

**JUN 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of JUN 2019	Balance	75.00% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	280,485.35	(226.35)	100.0%
Expenditures	280,309.00	274,915.00	5,394.00	98.0%
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	46,323.96	0.04	99.9%
Expenditures	46,324.00	46,323.96	0.04	99.9%
029 MDOT Safe Routes to School				
Revenues	27,155.81	0.00	27,155.81	
030 MDAH 2014 Community Heritage				
Revenues	3,000.00	1,825.00	1,175.00	60.8%
Expenditures	3,000.00	0.00	3,000.00	
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	5,428,367.47	265,957.61	5,162,409.86	4.8%
Expenditures	5,665,471.60	184,846.77	5,480,624.83	3.2%
157 US Justice Equitable Sharing				
Revenues	183,210.00	183,209.60	0.40	99.9%
Expenditures	233,210.00	208,800.36	24,409.64	89.5%
160 Fire Protection Fund				
Revenues	104,000.00	0.00	104,000.00	
Expenditures	179,915.06	104,949.44	74,965.62	58.3%
171 Combined Tidelands Grant				
Revenues	522,945.50	173,196.00	349,749.50	33.1%
Expenditures	512,444.00	166,696.00	345,748.00	32.5%
172 Library Support Fund				
Revenues	110,096.00	101,865.07	8,230.93	92.5%
Expenditures	110,096.00	97,908.56	12,187.44	88.9%
176 Shepard State Park				
Revenues	95,500.00	93,852.00	1,648.00	98.2%
Expenditures	128,450.00	76,624.86	51,825.14	59.6%
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	262,762.18	72,437.82	78.3%
Expenditures	274,964.00	274,963.54	0.46	99.9%

**JUN 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of JUN 2019	Balance	75.00% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	15,696.43	(4,496.43)	140.1%
300 USDA-NRCS EWP				
Revenues	385,059.00	0.00	385,059.00	
Expenditures	201,514.00	46,868.48	154,645.52	23.2%
301 Pine Cone Drive Spillway				
Expenditures	164,525.60	121,365.07	43,160.53	73.7%
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	14,397.07	11,897.07	2,500.00	82.6%
Expenditures	90,658.78	88,158.78	2,500.00	97.2%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	578,784.00	0.00	578,784.00	
Expenditures	1,060,348.40	66,458.46	993,889.94	6.2%
304 Town Commons Park Project				
Revenues	2,742,426.74	2,176,424.69	566,002.05	79.3%
Expenditures	2,742,426.74	23,200.00	2,719,226.74	0.8%
305 S2019 MPI GO Bond Construction Fund				
Revenues	4,076,697.02	4,417,539.00	(340,841.98)	108.3%
Expenditures	4,076,697.02	3,971,825.00	104,872.02	97.4%
306 Welcome Center PII (SSP)				
Revenues	451,200.00	314,500.00	136,700.00	69.7%
Expenditures	451,200.00	0.00	451,200.00	
307 Bacot Park Improvements				
Revenues	1,722,250.00	1,672,250.00	50,000.00	97.0%
Expenditures	1,722,250.00	0.00	1,722,250.00	
308 Boardwalk - Shepard State Park				
Revenues	370,000.00	244,950.00	125,050.00	66.2%
Expenditures	370,000.00	24,950.00	345,050.00	6.7%
350 Elevated Water Tank				
Revenues	1,086,500.00	368,250.00	718,250.00	33.8%
Expenditures	1,044,000.00	68,988.00	975,012.00	6.6%
351 Bemis Sewer Project				
Revenues	900,000.00	483,476.50	416,523.50	53.7%
Expenditures	900,000.00	152,130.50	747,869.50	16.9%
352 2018 Bond General Construction/Admin				
Revenues	1,591,749.00	60,082.85	1,531,666.15	3.7%
Expenditures	3,028,197.00	2,892,278.50	135,918.50	95.5%

**JUN 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of JUN 2019	Balance	75.00% % to date
353 Hwy 57 Utility Line Relocation				
Revenues	2,143,479.00	1,049,630.00	1,093,849.00	48.9%
Expenditures	2,143,479.00	107,445.16	2,036,033.84	5.0%
354 Robinson Still Road Utility Extension				
Revenues	644,884.00	644,884.00	0.00	100.0%
Expenditures	644,884.00	76,486.00	568,398.00	11.8%
355 Water Supply & Treatment Plant				
Revenues	680,000.00	680,000.00	0.00	100.0%
Expenditures	680,000.00	0.00	680,000.00	
404 Solid Waste Fund				
Revenues	1,567,944.00	1,122,870.49	445,073.51	71.6%
Expenditures	1,484,526.00	1,001,947.55	482,578.45	67.4%
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	0.00	56,287.52	
495 DS Reserve Fund: 2012 Bond				
Revenues	3,985.00	3,825.04	159.96	95.9%
Expenditures	494,710.00	494,709.18	0.82	99.9%
497 DS Fund: 2013 SO Bond				
Revenues	3,500.00	3,992.17	(492.17)	114.0%
Expenditures	4,500.00	4,223.28	276.72	93.8%
602 DS Fund: 2012 Bond Refinance				
Revenues	583,019.00	582,447.23	571.77	99.9%
Expenditures (Bonds Pay/Trx)	1,411,639.00	1,411,638.98	0.02	99.9%

**JUNE 2019
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2019	JUN 2019	Balance	75.00% % to date
Utility Fund Revenues	8,967,982.00	6,736,519.14	2,231,462.86	65.6%
Administration	3,218,969.00	2,195,849.32	1,023,119.68	68.2%
Water & Sewer O & M	3,130,016.00	1,997,627.42	1,132,388.58	63.8%
Debt Service	1,308,214.00	1,026,192.06	282,021.94	78.4%
Transfers	1,754,097.00	985,373.00	768,724.00	56.1%
Contingencies	440,252.00	0.00	440,252.00	
Utility Fund Expenditures	9,851,548.00	6,205,041.80	3,646,506.20	62.9%
<i>Total Operating Expenditures</i>	<i>6,061,742.00</i>	<i>4,020,594.37</i>	<i>2,041,147.63</i>	
<i>Total Capital Outlay Expenditures</i>	<i>287,243.00</i>	<i>172,882.37</i>	<i>114,360.63</i>	
<i>Total Debt Service</i>	<i>1,308,214.00</i>	<i>1,026,192.06</i>	<i>282,021.94</i>	
<i>Total Interfund Transfers</i>	<i>1,754,097.00</i>	<i>985,373.00</i>	<i>768,724.00</i>	
<i>Total Contingency Expenditures</i>	<i>440,252.00</i>	<i>0.00</i>	<i>440,252.00</i>	
<i>Check Total</i>	<i>9,851,548.00</i>	<i>6,205,041.80</i>	<i>3,646,506.20</i>	
 <i>Personnel</i>	 <i>487,033.00</i>	 <i>306,474.51</i>	 <i>180,558.49</i>	
<i>Supplies</i>	<i>345,000.00</i>	<i>110,612.98</i>	<i>234,387.02</i>	
<i>Other Services</i>	<i>5,229,709.00</i>	<i>3,603,506.88</i>	<i>1,626,202.12</i>	
<i>Capital Outlay</i>	<i>287,243.00</i>	<i>172,882.37</i>	<i>114,360.63</i>	
<i>Debt Service</i>	<i>1,308,214.00</i>	<i>1,026,192.06</i>	<i>282,021.94</i>	
<i>Interfund Transfers</i>	<i>1,754,097.00</i>	<i>985,373.00</i>	<i>768,724.00</i>	
<i>Contingencies</i>	<i>440,252.00</i>	<i>0.00</i>	<i>440,252.00</i>	
<i>Check Total</i>	<i>9,851,548.00</i>	<i>6,205,041.80</i>	<i>3,646,506.20</i>	

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

ORDER NUMBER 175-2019

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held August 6, 2019 and Recessed Council Meeting held August 8, 2019 are hereby approved.

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

Motion was made by **Councilman Colledge**, 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:

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2019.

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

ORDER NUMBER 176-2019

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated August 2019 in the amount of \$6,918.23 is hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **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 August 20, 2019.

AUGUST 2019 UTILITY ADJUSTMENTS (C3-C4)							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
056-02721-000	20.73	20.90				41.63	Broken Water Line
062-32701-000	211.48	283.63		150.00		645.11	Theft of Utilities
065-33001-003	79.99	107.28				187.27	Theft of Utilities
065-37501-000		681.15		600.00		1,281.15	Outside faucet
074-12401-000		53.65				53.65	Pool Fill
077-07001-000		228.95	35.00			263.95	Pool Fill
080-07901-000		687.74	140.00			827.74	Broken Water Line
080-17201-000		181.57				181.57	Pool Fill
083-01901-000	52.47	58.83	105.00			216.30	Theft of Utilities
083-06101-009		64.75				64.75	Pool Fill
086-10101-005		131.34	105.00			236.34	Pool Fill
089-13901-000		43.94				43.94	Pool Fill
089-16601-007		88.15	70.00			158.15	Pool Fill
090-04601-001		149.21				149.21	Outside faucet
110-12011-000		862.95	105.00			967.95	Broken Water Line
116-04201-000		248.27	105.00			353.27	Pool Fill
122-09501-000		501.57		300.00		801.57	Broken Water Line
137-01701-000		96.85	105.00			201.85	Broken Water Line
139-47451-002		137.83	105.00			242.83	Broken Water Line
TOTAL	364.67	4,628.56	875.00	1,050.00	0.00	6,918.23	
COMPLETED							

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

ORDER NUMBER 177-2019

WHEREAS, the City of Gautier has awarded and executed a contract with Advanced Construction and Development, LLC to construct the City Park Fitness Trail; and

WHEREAS, the City Park Fitness Trail includes a half-mile asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park; and

WHEREAS, for improved safety at the new City Park Fitness Trail, the City engaged Singing River Electric Cooperative to install and maintain lighting along the pathway; and

WHEREAS, in order for Singing River Electric Cooperative to install and maintain the lighting, overhead and underground easements are required; and

WHEREAS, the Grants and Projects Department recommends that the City Council approve overhead and underground easements to allow Singing River Electric Cooperative to install and maintain lighting at the City Park Fitness Trail; and

WHEREAS, permitting such easements shall come at no cost to the city; and

WHEREAS, the Mayor and City Council hereby find that providing the described easements is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the approval of an overhead easement and underground easement to allow Singing River Electric Cooperative to install and maintain lighting at the City Park Fitness Trail is hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **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 August 20, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/15/2019
Subject: City Park Fitness Trail – Singing River Electric Cooperative Easements

REQUEST:

The Grants and Projects Department requests that City Council approve an overhead easement and an underground easement to allow Singing River Electric Cooperative to install and maintain lighting at the City Park Fitness Trail.

BACKGROUND:

This project includes a half-mile asphalt trail with outdoor exercise/fitness modules, exercise instructions, trail signage and a small parking area in the undeveloped portion of City Park, east of current amenities. The trail will also tie into the senior center parking area and back side of the playground.

Seymour Engineering is providing surveying, engineering plans and specifications, and construction phase services (bidding and construction administration) for the City Park Fitness Trail. Advanced Construction and Development, LLC received the contract to construct the trail

DISCUSSION:

For improved safety at the new City Park Fitness Trail, the City engaged Singing River Electric Cooperative to install and maintain lighting along the pathway. In order for Singing River to install and maintain the lighting, an underground easement and an overhead easement is required.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve an overhead easement and an underground easement to allow Singing River Electric Cooperative to install and maintain lighting at the City Park Fitness Trail.

The City Council may:

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

ATTACHMENTS:

1. Overhead Easement
2. Underground Easement
3. Lighting Plan

Prepared by
MARK A. MAPLES
Attorney at Law
362 Summer Street
Lucedale, MS 39452
601-947-2161

Return to:
Singing River Electric Cooperative
P.O. Box 767
Lucedale, MS 39452
601-947-4211

STATE OF MISSISSIPPI
COUNTY OF _____

Right-of-way Easement

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, we, the undersigned,

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Do/does hereby grant and convey unto,

Singing River Electric Cooperative
Post Office Box 767
Lucedale, Mississippi 39452
601-947-4211

and to its successors (or) assigns, and permits a right-of-way and easement to construct, remove,

operate and maintain, an electric distribution system, and appurtenances thereto, across said lands as described below:

Upon, over and under a strip of land 20 feet wide located across the following lands in Jackson County, State of Mississippi, Section 8, Township 7S, Range 6W, additionally described as follows:
To install and maintain overhead poles, guys, anchors, and wire.

The undersigned certifies that he/she/it has the power to grant, if at all, along and under the roads, streets, or highways adjoining or through said property.

The following rights granted: ingress and egress to said easement at all times; to clear the easement and keep it cleared of (all obstructions, to include but not limited to,) all trees, undergrowth or other obstructions; and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the electric distribution system (or which might otherwise threaten to endanger the operation and maintenance of said lines or system).

The Grantor(s) agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the cooperative. The Grantor(s) also agrees not to construct or place any building or other structure within the right-of-way easements granted herein.

Grantor(s) warrants that he/she/they is/are the true owner(s) of record of the above described land on which the aforesaid easement is granted (and covenants the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____, _____,
_____, _____.

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____, 20____.

Owner

Witness

Owner's name printed

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who being first duly sworn, states that he/she/it saw the within or above named _____ (owner), whose name is subscribed thereto, sign and deliver the same to Singing River Electric Cooperative, and that the affiant subscribed his/her/its name as witness thereto in the presence of said owner.

SWORN TO AND SUBSCRIBED TO BEFORE ME, this the _____ day of _____, 20_____.

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

Prepared by
MARK A. MAPLES
Attorney at Law
362 Summer Street
Lucedale, MS 39452
601-947-2161

Return to:
Singing River Electric Cooperative
P.O. Box 767
Lucedale, MS 39452
601-947-4211

STATE OF MISSISSIPPI
COUNTY OF _____

Right-of-way Easement

KNOW ALL MEN BY THESE PRESENTS, for and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, we, the undersigned,

NAME: _____

ADDRESS: _____

TELEPHONE: _____

Do/does hereby grant and convey unto,

Singing River Electric Cooperative
Post Office Box 767
Lucedale, Mississippi 39452
601-947-4211

and to its successors (or) assigns, and permits a right-of-way and easement to construct, remove,

operate and maintain, an electric distribution system, and appurtenances thereto, across said lands as described below:

Upon, over and under a strip of land 15' feet wide located across the following lands in Jackson County, State of Mississippi, Section 8, Township 7S, Range 6W, additionally described as follows:

To install and maintain underground transformers, pedestals, and wire.

The undersigned certifies that he/she/it has the power to grant, if at all, along and under the roads, streets, or highways adjoining or through said property.

The following rights granted: ingress and egress to said easement at all times; to clear the easement and keep it cleared of (all obstructions, to include but not limited to,) all trees, undergrowth or other obstructions; and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement which might interfere with or fall upon the electric distribution system (or which might otherwise threaten to endanger the operation and maintenance of said lines or system).

The Grantor(s) agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the cooperative. The Grantor(s) also agrees not to construct or place any building or other structure within the right-of-way easements granted herein.

Grantor(s) warrants that he/she/they is/are the true owner(s) of record of the above described land on which the aforesaid easement is granted (and covenants the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

_____, _____,
_____, _____.

In witness whereof, the undersigned has/have caused this instrument to be executed on the _____ day of _____, 20____.

Owner

Witness

Owner's name printed

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 20_____, within my jurisdiction, _____, one of the subscribing witnesses to the above and foregoing instrument, who being first duly sworn, states that he/she/it saw the within or above named _____ (owner), whose name is subscribed thereto, sign and deliver the same to Singing River Electric Cooperative, and that the affiant subscribed his/her/its name as witness thereto in the presence of said owner.

SWORN TO AND SUBSCRIBED TO BEFORE ME, this the _____ day of _____, 20_____.

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:

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

RESOLUTION NUMBER 033-2019

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REQUESTING APPROVAL FROM THE JACKSON COUNTY BOARD OF SUPERVISORS TO TRANSFER COUNTY-DONATED FUNDS FROM THE PINE CONE SPILLWAY PROJECT TO THE NRCS PROJECT

WHEREAS, the Jackson County Board of Supervisors previously provided the City with funding relating to the Pine Cone Spillway Project; and

WHEREAS, after completion of the Pine Cone Spillway Project, additional funding remained;

WHEREAS, Staff recommends that the additional funding be transferred from the Pine Cone Spillway project to the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program project; and

WHEREAS, the Mayor and Council Members of the City of Gautier, Mississippi hereby find that it would be in the best interests of the citizens of Jackson County, Mississippi and the City of Gautier to transfer such funding to the NRCS project.

BE IT THEREFORE RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the City hereby requests approval from the Jackson County Board of Supervisors to utilize the above-referenced funding for the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program project.

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

Motion was made by **Councilman Colledge**, 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 August 20, 2019.

Councilwoman Martin made the motion to adjourn until September 3, 2019 at 6:30 PM. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2019.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 3, 2019
Approval of the FY 2018 Continuing Disclosure
Submission prepared by Butler Snow, LLP

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Approval of the FY 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2019

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2019.

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

Invoice Number: 10232305
Invoice Date: July 31, 2019
DUE UPON RECEIPT

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

Matter: Continuing Disclosure

Description: Fees and expenses for services rendered for preparation and submission of Continuing Disclosure Statement for Fiscal Year 2018.

INVOICE

For Services Rendered through March 31, 2019

TOTAL CURRENT BILLING FOR THIS MATTER

\$3,000.00

**APPENDIX A
ECONOMIC AND DEMOGRAPHIC INFORMATION
FISCAL YEAR 2018**

General Description

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

Population

The population of the City has been recorded as follows:

1990	2000	2010	2017 Estimate
10,130	11,681	18,572	18,512

SOURCE: Census Data information at website: www.census.gov; Information available as of February 2019.

Government

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

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

Major Employers

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

Employer	Employees	Product/Service
Huntington Ingalls	12,100	Naval Shipbuilding
Chevron Pascagoula Refinery	1,600 Full-time and 2,000+ Contract- workers	Petroleum Refinery
Singing River Health System	2,300	Healthcare
VT Halter Marine, Inc.	1,700	Ship Manufacturing
Pascagoula-Gautier Public School District	1,302	Education
Jackson County Public School District	1,200	Education
Jackson County, MS	775	Government
Ocean Springs School District	750	Education
Wal-Mart Supercenter in Pascagoula	450	Retail
Wal-Mart Supercenter in Ocean Springs	450	Retail
SUPSHIP, Conversion & Repair	400	Government
Descher Organization (McDonald's)	400	Fast Food Restaurants
Moss Point School District	369	Education
MS Power Company	280	Utility
City of Pascagoula	275	Government
USN Gulf Coast Research Lab	206	Marine Science Research
City of Gautier	200	Government
MS Gulf Coast Community College	190	Higher Education

SOURCE: Jackson County Economic Development Foundation; February 2019.

Per Capita Income¹

Year	County	Mississippi	United States	County as Percentage of United States
2017	36,449	\$36,636	\$51,640	71%
2016	35,890	35,812	49,831	72
2015	35,429	35,137	48,940	72
2014	34,905	34,633	47,025	74
2013	34,494	33,851	44,826	77

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2013-2017; February 2019.

County Employment Statistics

	2013	2014	2015	2016	2017
Residence Based Employment					
Civilian Labor Force	60,950	59,100	58,980	59,180	59,120
Unemployed	5,410	4,720	4,150	3,900	3,450
Unemployment Rate	8.9	8.0	7.0	6.6	5.8
Employed	55,540	54,380	54,830	55,280	55,670
Establishment Based Employment					
Manufacturing	13,460	14,590	14,390	14,440	14,060
Non-manufacturing (Total)	38,830	37,800	37,920	37,580	36,990
Agriculture, Forestry, Fishing, Hunting	30	30	40	50	40
Mining	70	60	50	40	30
Utilities	460	470	520	470	500
Construction	5,330	4,470	4,450	3,980	3,270
Wholesale Trade	520	540	570	540	520
Retail Trade	4,730	4,710	4,790	4,910	4,960
Transportation & Warehousing	830	720	560	540	490
Information	610	610	630	570	540
Finance & Insurance	1,050	1,060	1,080	1,090	1,090

¹ Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2013-2017 reflect county population estimates available as of March 2018; last updated November 15, 2018.

Real Estate, Rental & Leasing	390	400	420	480	480
Professional, Scientific & Technical Services	1,700	1,680	1,780	1,810	1,850
Management of Companies & Entertainment	470	460	470	380	350
Administrative Support & Waste Management	2,890	3,100	2,600	2,160	2,160
Educational Services	160	130	150	180	210
Health Care & Social Assistance	3,200	3,280	3,420	3,590	3,660
Arts, Entertainment & Recreation	0	0	0	0	0
Accommodation & Food Services	4,460	4,450	4,660	4,950	5,000
Other Services (except Public Administration)	1,800	1,740	1,760	1,730	1,710
Government	10,130	9,890	9,970	10,110	10,130
Education	3,820	3,800	3,810	3,850	3,870
Total Nonagricultural Employment	52,290	52,390	52,310	52,020	51,050

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, Annual Averages 2011 forward, last revision May 2, 2018. Note: This represents the most current information available as of February 2019.

County Unemployment Statistics

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	10.5	9.4	9.0	8.5	9.1	9.5	9.0	8.2	8.4	8.5	8.2	8.2	8.9%
2014	9.1	8.3	8.2	7.5	8.3	8.6	8.4	7.7	7.6	7.4	7.3	7.4	8.0%
2015	8.1	7.1	6.8	6.5	7.4	7.8	7.5	6.5	6.6	6.6	6.7	6.8	7.0%
2016	7.3	6.7	6.5	6.2	6.8	7.4	7.0	6.3	6.3	6.2	5.9	6.2	6.6%
2017	7.2	6.2	5.9	5.3	6.0	6.5	6.4	5.5	5.5	5.2	5.0	5.3	5.8%
2018	5.3	5.2	5.0	4.8	5.7	6.4	6.0	5.6	5.4	4.9	4.8	5.6	5.4%

SOURCE: *Annual Labor Force Report*, Labor Market Information Department, Mississippi Employment Security Commission. Note: This represents the most current information available as of February 2019.

Retail Sales

State Fiscal Year Ended June 30	Gautier
2018	\$175,550,377
2017	174,079,615
2016	175,930,251
2015	167,817,984
2014	166,943,639

SOURCE: Annual Report for each year shown, Mississippi Department of Revenue; February 2019.

Banking Institutions

Institutions	Fiscal Year 2018 Total Assets
Hancock Whitney Bank ¹	\$20,025,305,000
Merchants & Marine Bank ²	551,308,000
The Peoples Bank ³	616,411,000
First Federal Savings & Loan Association ⁴	306,028,000

SOURCE: Obtained from the FDIC's website, <http://research.fdic.gov/bankfind/index.html>. Assets stated as of September 30, 2018, unless otherwise noted. Information available as of February 2019.

¹Headquartered in Gulfport, Mississippi.

²Headquartered in Pascagoula, Mississippi

³Headquartered in Biloxi, Mississippi.

⁴Headquartered in Pascagoula, Mississippi

Educational Facilities

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

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

Scholastic Year	Enrollment
2018-19	6,866
2017-18	7,054
2016-17	7,256
2015-16	7,227
2014-15	7,129

SOURCE: Pascagoula-Gautier School District and Office of Research and Statistics, Mississippi Department of Education; February 2019.

TAX INFORMATION

Assessed Valuation²

Assessment Year	Real Property	Personal Property ³	Public Utility Property	Total
2018	\$88,976,976	\$24,760,086	\$7,612,361	\$121,349,423
2017	88,910,357	24,142,590	7,518,392	120,571,339
2016	88,951,909	22,960,414	7,448,723	119,361,046
2015	84,931,947 ⁴	22,026,196	8,377,308	115,335,451
2014	89,505,278	23,885,955	8,356,674	121,747,907

SOURCE: Jackson County Tax Assessor; February 2019.

² The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year’s budget. For example, the taxes for the assessed valuation figures for 2018 are collected starting in January 2019 for the 2018-19 fiscal year budget of the City.

³ Personal Property includes mobile homes and automobiles.

⁴ Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

Assessed valuations are based upon the following assessment ratios:

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

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

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

Procedure for Property Assessments

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

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

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

Tax Levy per \$1,000 Valuation⁵

	2018-19	2017-18	2016-17	2015-16	2014-15
General Purposes	33.89	30.09	26.79	26.79	26.79
Debt Service	8.11	8.11	8.11	8.11	8.11
Library	1.00	1.00	1.00	1.00	1.00
Public Safety	0.00	1.80	1.80	1.80	1.80
Total Levy	43.00	41.00	37.70	37.70	37.70

SOURCE: Office of the City Clerk; February 2019

Ad Valorem Tax Collections of the City⁶

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2018	\$4,639,851	\$4,720,891	\$81,040
2017	4,217,327	4,327,480	110,153
2016	4,107,909	4,113,896	5,987
2015	4,322,574	4,263,480	(59,094)
2014	3,217,821	3,183,344	(34,477)

SOURCE: Office of the City Clerk; February 2019.

Procedure for Tax Collections

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

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

⁵ Tax levy figures are given in mills.

⁶ Does not include school taxes.

Reappraisal of Property and Limitation on Ad Valorem Levies

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

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

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

Homestead Exemption

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

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

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

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2018 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
SINGING RIVER EPA	\$7,527,872	\$323,699
LOWE'S HOME CENTERS, INC #2700	1,670,928	245,291
BIENVILLE MEDICAL	1,443,345	220,816
KLP TOULON APARTMENTS, LP	1,829,764	252,191
RESERVE OF GAUTER, LLC	758,262	111,312
OCEAN ESTATES II, LLC	716,096	105,122
VILLAS OF HICKORY HILLS, INC	691,475	101,508
BELK	505,978	74,276
JERRY LEE'S	450,910	66,192
MS APARTMENTS LLC	442,615	64,975
Totals:	\$16,037,245	\$1,565,382

SOURCE: Office of the Jackson County Tax Collector; February 2019.

DEBT INFORMATION

Legal Debt Limit Statement

(As of February 1, 2019)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$121,349,423)	\$18,202,413	\$24,269,885
Present Debt Subject to Debt Limits	\$5,280,000	\$5,280,000
Margin for Further Debt Under Debt Limits	\$12,922,413	\$18,989,885

Statutory Debt Limits

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

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

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

Outstanding General Obligation Bonded Debt

(As of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
General Obligation Katrina Loan Refunding Bonds, Series 2010	02/01/10	\$540,000
General Obligation Bonds, Series 2010	08/01/10	\$4,740,000
Total		\$5,280,000

Outstanding Water and Sewer Revenue Bond Debt

(As of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ⁷	01/06	\$559,260.41
State Revolving Fund Loan #4 ⁶	09/06	\$671,081.04
State Revolving Fund Loan #4 ⁶	10/06	\$864,995.18
State Revolving Fund Construction Loan #5 ⁶	06/08	\$214,604.44
State Revolving Fund Construction Loan #6 ⁶	09/09	\$428,757.08
State Revolving Fund Construction Loan #7 ⁶	09/09	\$1,056,804.17
Combined Utility System Revenue Refunding Bonds, Series 2012 ⁸	5/31/12	\$1,390,000.00
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ⁹	8/13/13	\$2,815,000.00
Combined Utility System Revenue Bonds, Series 2018	6/01/18	\$4,000,000.00
Total		\$12,000,502.32

SOURCE: Office of the City Clerk; February 2019.

⁷ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

⁸ Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

⁹ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

General Obligation Annual Debt Service Requirements

FY Ending September 30			
	Principal	Interest	Total
2019	600,000.00	180,627.51	780,627.51
2020	630,000.00	161,262.51	791,262.51
2021	370,000.00	145,868.76	515,868.76
2022	385,000.00	134,768.76	519,768.76
2023	405,000.00	122,256.26	527,256.26
2024	390,000.00	109,093.76	499,093.76
2025	400,000.00	95,443.76	495,443.76
2026	405,000.00	81,443.76	486,443.76
2027	415,000.00	66,762.50	481,762.50
2028	420,000.00	51,200.00	471,200.00
2029	425,000.00	34,400.00	459,400.00
2030	435,000.00	17,400.00	452,400.00
Total	\$ 5,280,000.00	\$1,200,527.28	\$6,480,527.58

Overlapping/Underlying General Obligation Indebtedness

Political Subdivision	2010 Population	2018-19 Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County ¹⁰	139,668	\$2,007,041,955	\$46,724,039	\$334.54

School District	2018-19 Assessed Valuation	General Obligation Bonded Debt
Pascagoula-Gautier School District	\$1,031,568,690	\$0.00 ¹¹

¹⁰Source: County Administrator, February 2019.

¹¹ Source: School district's FY 2017 Audit.

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____

Mayor

Dated: _____

APPENDIX B
INFORMATION ON THE COMBINED UTILITY SYSTEM
CITY OF GAUTIER, MISSISSIPPI
FISCAL YEAR 2018

General

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

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

The Water System

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

The Sewer System

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

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

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

The City has taken various actions as a precaution to the possibility of volatile wastewater treatment costs in future fiscal years. The City has established a Rate Stabilization Fund. The amounts on hand in the Rate Stabilization Fund may be withdrawn by the City for the purpose of payment of any Current Expenses incurred including the payment of wastewater treatment costs.

Fire Protection

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

Mandatory Connections

On June 16, 1986, the Board of Supervisors of the County, having previously created the District on July 3, 1973, unanimously adopted a resolution requiring connection to the System of all dwellings and buildings in the Service Area of the District within reasonable proximity to the System. Refusal to connect to the System is a misdemeanor and subjects the offender to a fine not to exceed \$100 to be imposed by any court of competent jurisdiction, with each day that the subject dwelling or building is unconnected constituting a separate offense.

Utility Rate Schedule

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

	Prior Rates				Current Rates ¹	
	As of 10/01/96	As of 10/01/02	As of 9/19/06	As of 10/01/08	2017	2018
Gallons	3,000	3,000	3,000	3,000	3,000	3,000
Water						
First 2,000 Gallons	\$16.31	\$17.76	\$18.45	\$19.30	\$25.50	\$24.75
Over 2,000 Gallons (per 1,000 Gallons)	3.50	3.81	4.00	4.14	8.50	8.25
Sewer						
First 2,000 Gallons	13.33	17.76	18.45	19.30	12.30	12.30
Over 2,000 Gallons (per 1,000 Gallons)	2.86	3.81	4.00	4.14	4.10	4.10
Wastewater Treatment						
First 2,000 Gallons	2.98	0.00	0.00	0.00	14.70	15.45
Over 2,000 Gallons (per 1,000 Gallons)	0.64	0.00	0.00	0.00	4.90	5.15
Garbage						
Monthly Charge	0.00	0.00	12.67	17.00	17.00	21.00
Minimum Average Bill						
	32.62	35.52	49.57	55.60	69.50	73.50

¹ The City bills their citizens/customers separately for wastewater treatment. Fire protection is provided through the City's general fund budget. Information as of September 30, 2018.

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

Management of the System

The System is a division of the City and is operated and maintained by the City. The System is governed by the Governing Body and is administered by the Department of Public Works. The daily operations of the System are performed by the division head and 35 employees. The City prepares financial statements for the System.

Establishment of Rates

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

Customers Served By City

The following table shows the number of customers served by the City from 2014 to 2018:

FY Ending September 30	Customers
2018	7,357 (Metered Accounts)
2017	7,346 (Metered Accounts)
2016	7,326 (Metered Accounts)
2015	7,209 (Metered Accounts)
2014	7,300 (Metered Accounts)

Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2018:

TEN LARGEST USERS	TOTAL WATER CHARGES
KLP TOULAN	\$93,607.50
SINGING RIVER APTS	\$69,510.00
FOREST CITY	\$69,293.25
RIVER BEND	\$61,112.50
SUN SUITES	\$62,066.65
BAYOU VILLAGE	\$60,457.50
FOREST CITY	\$51,805.60
GLENMARK APTS	\$49,555.10
RIVER CHASE VILLAGE	\$49,094.20
INDIAN POINT	\$41,629.00

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

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

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

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

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2010 to 2018. Rates for the System are based on a rate schedule adopted by the Governing Body in September 19, 1996, October 1, 2008, October 1, 2010, and October 3, 2017. Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2010–2016), unaudited financial data for Fiscal Year 2017 and budgeted financial data for Fiscal Year 2018. Fiscal Years 2017–2018 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2010–2017 ranges from a low of 1.23% in Fiscal Year 2016 to a high of 2.33% in Fiscal Year 2014. The following schedules should be reviewed based on the following assumptions:

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

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Revenues</u>	<i>Audited</i>	<i>Audited</i>	<i>Audited</i>	<i>Unaudited</i>	<i>Unaudited Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
Total Revenue	8,772,361	8,104,568	8,660,502	9,730,915	11,165,038	11,632,338	11,005,750	11,115,807
<u>Expenses</u>								
Total Expenses	4,052,300	5,198,467	5,592,909	5,503,112	6,127,491	8,511,577	6,633,874	6,700,212
Revenue Available for Debt Service	4,720,061	2,906,101	3,067,593	4,227,803	5,037,547	3,120,761	4,371,876	4,415,595
Existing Debt Service	2,189,272	2,370,856	2,476,082	2,472,081	2,469,846	1,493,989	1,358,064	1,359,589
Available Revenue for New Debt Service	3,051,914	535,245	591,511	1,755,722	2,567,701	1,626,772	3,013,812	3,058,006
Debt Service Coverage	2.16	1.23	1.24	1.71	2.04	2.09	3.22	3.25

Assumptions: 1% annual increase in total revenues for projected years, and 3% annual increase in total expenses for projected years.

Outstanding Water and Sewer Revenue Bond Debt

(As of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ¹	01/06	\$559,260.41
State Revolving Fund Loan #4 ⁶	09/06	\$671,081.04
State Revolving Fund Loan #4 ⁶	10/06	\$864,995.18
State Revolving Fund Construction Loan #5 ⁶	06/08	\$214,604.44
State Revolving Fund Construction Loan #6 ⁶	09/09	\$428,757.18
State Revolving Fund Construction Loan #7 ⁶	09/09	\$1,056,804.17
Combined Utility System Revenue Refunding Bonds, Series 2012 ²	5/31/12	\$1,390,000.00
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ³	8/13/13	\$2,815,000.00
Combined Utility System Revenue Bonds, Series 2018	6/01/18	\$4,000,000.00
Total		\$12,000,502.42

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

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

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

City of Gautier
October 1, 2018 - September 30, 2019
Annual Budget

GENERAL FUND: FUND 001		Original BUDGET FY 2018	PROPOSED BUDGET FY 2019
REVENUES			
Licenses & Permits	\$	91,000.00	\$ 97,000.00
Inter-Governmental Revenue:			
In Lieu of Taxes	\$	342,000.00	\$ 352,000.00
Franchise Fees	\$	155,000.00	\$ 148,000.00
General Sales Tax	\$	2,235,000.00	\$ 2,235,000.00
ABC Licenses	\$	13,000.00	\$ 13,000.00
Homestead Reimbursement	\$	90,000.00	\$ 95,000.00
Motor Fuel Tax	\$	115,560.00	\$ 15,000.00
Shared Revenues - Road Tax	\$	487,000.00	\$ 487,000.00
Shared Revenues - Recreation	\$	135,000.00	\$ 138,000.00
Rail Car Tax	\$	2,200.00	\$ 2,500.00
Privilege Tax-Heavy Duty Vehicle	\$	4,000.00	\$ 4,200.00
Municipal Aid Surplus	\$	9,200.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$	-	\$ 179,285.00
Fine & Forfeits	\$	474,000.00	\$ 510,000.00
Grants	\$	29,000.00	\$ 51,449.00
Surplus Property	\$	-	\$ -
Loan - Public Safety Vehicles	\$	-	\$ 120,000.00
Loan - Recreation Vehicles	\$	-	\$ 80,000.00
Miscellaneous	\$	110,255.00	\$ 115,700.00
Transfer from Other Funds	\$	-	\$ -
Transfer from Solid Waste Fund	\$	500,000.00	\$ 189,102.00
Transfer from Enterprise Fund	\$	300,000.00	\$ 641,821.00
Total revenue from sources other than taxation	\$	5,092,215.00	\$ 5,483,307.00
Balance at beginning of year	\$	1,500,000.00	\$ 1,900,000.00
Total from all sources other than taxation	\$	6,592,215.00	\$ 7,383,307.00
Amount necessary to be raised by tax levy	\$	4,500,273.00	\$ 4,737,378.00
Total available cash and anticipated revenue	\$	11,092,488.00	\$ 12,120,685.00
GENERAL FUND			
EXPENDITURES			
LEGISLATIVE DEPARTMENT			
Personnel Services	\$	102,562.00	\$ 141,719.00
Supplies	\$	4,000.00	\$ 3,000.00
Other Services & Charges	\$	22,650.00	\$ 14,250.00
Total	\$	129,212.00	\$ 158,969.00
CITY COURT			
Personnel Services	\$	174,520.00	\$ 176,705.00
Supplies	\$	3,000.00	\$ 2,500.00
Other Services & Charges	\$	141,650.00	\$ 143,050.00
Capital Outlay	\$	-	\$ -
Total	\$	319,170.00	\$ 322,255.00
CITY MANAGER			
Personnel Services	\$	148,614.00	\$ 169,233.00
Supplies	\$	5,500.00	\$ 2,500.00
Other Services & Charges	\$	89,450.00	\$ 87,800.00
Total	\$	243,564.00	\$ 259,533.00
HUMAN RESOURCES			
Personnel Services	\$	128,900.00	\$ 112,931.00
Supplies	\$	3,700.00	\$ 3,700.00
Other Services & Charges	\$	10,250.00	\$ 9,000.00
Capital Outlay	\$	200.00	\$ -
Total	\$	143,050.00	\$ 125,631.00
ELECTIONS			
Supplies	\$	-	\$ -
Other Services & Charges	\$	-	\$ -
Total	\$	-	\$ -
CITY CLERK			
Personnel Services	\$	235,955.00	\$ 249,491.00
Supplies	\$	11,500.00	\$ 11,750.00
Other Services & Charges	\$	28,400.00	\$ 28,400.00
Capital Outlay	\$	1,600.00	\$ 1,600.00
Total	\$	277,455.00	\$ 291,241.00

FINANCE		
Personnel Services	\$ 180,775.00	\$ 222,702.00
Supplies	\$ 1,050.00	\$ 3,000.00
Capital Outlay	\$ 2,000.00	\$ -
Total	\$ 183,825.00	\$ 225,702.00
CITY ATTORNEY		
Other Services & Charges	\$ 105,000.00	\$ 130,000.00
Total	\$ 105,000.00	\$ 130,000.00
BUILDING & PLANNING		
Personnel Services	\$ 294,077.00	\$ 315,529.00
Supplies	\$ 10,000.00	\$ 10,900.00
Other Services & Charges	\$ 30,060.00	\$ 44,780.00
Capital Outlay	\$ 3,000.00	\$ -
Total	\$ 337,137.00	\$ 371,209.00
GENERAL EXPENSES & FACILITIES		
Supplies	\$ 16,000.00	\$ 12,000.00
Other Services & Charges	\$ 540,200.00	\$ 540,200.00
Capital Outlay	\$ 10,500.00	\$ 17,000.00
Total	\$ 566,700.00	\$ 569,200.00
GRANTS & PROJECTS ADMIN		
Personnel Services	\$ 134,948.00	\$ 143,284.00
Supplies	\$ 1,000.00	\$ 1,250.00
Other Services & Charges	\$ 3,320.00	\$ 9,005.00
Capital Outlay	\$ 2,500.00	\$ 1,100.00
Total	\$ 141,768.00	\$ 154,639.00
POLICE DEPARTMENT		
Personnel Services	\$ 2,762,195.00	\$ 2,938,596.00
Supplies	\$ 203,500.00	\$ 210,500.00
Other Services & Charges	\$ 160,900.00	\$ 161,400.00
Capital Outlay	\$ 13,792.00	\$ 97,000.00
Debt Service	\$ 63,976.00	\$ 63,976.00
Total	\$ 3,204,363.00	\$ 3,471,472.00
FIRE DEPARTMENT		
Personnel Services	\$ 2,232,040.00	\$ 2,342,151.00
Supplies	\$ 62,867.00	\$ 66,867.00
Other Services & Charges	\$ 104,250.00	\$ 108,270.00
Capital Outlay	\$ 6,000.00	\$ 45,000.00
Total	\$ 2,405,157.00	\$ 2,562,288.00
RECREATION DEPARTMENT		
Personnel Services	\$ 311,184.00	\$ 357,355.00
Supplies	\$ 44,500.00	\$ 57,000.00
Other Services & Charges	\$ 97,250.00	\$ 86,250.00
Capital Outlay	\$ -	\$ 85,100.00
Total	\$ 452,934.00	\$ 585,705.00
STREETS		
Supplies	\$ 70,000.00	\$ 70,000.00
Other Services & Charges	\$ 163,000.00	\$ 171,420.00
Capital Outlay	\$ 45,000.00	\$ 45,000.00
Total	\$ 278,000.00	\$ 286,420.00
MAINTENANCE		
Personnel Services	\$ 208,480.00	\$ 219,738.00
Supplies	\$ 19,900.00	\$ 19,900.00
Other Services & Charges	\$ 6,150.00	\$ 6,150.00
Capital Outlay	\$ -	\$ -
Total	\$ 234,530.00	\$ 245,788.00
INTERFUND TRANSFERS		
Transfer to Other Funds	\$ 795,982.00	\$ 830,452.00
Transfer to Health Benefit Fund	\$ 250,000.00	\$ -
Total	\$ 1,045,982.00	\$ 830,452.00
TOTAL EXPENDITURES	\$ 10,067,847.00	\$ 10,590,504.00
YEAR END BALANCE	\$ 1,024,641.00	\$ 1,530,181.00
BALANCE	\$ 11,092,488.00	\$ 12,120,685.00

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

Balance at beginning of year	\$	310.00	\$	240.20
Transfer from General Fund	\$	279,229.00	\$	280,259.00
Total available cash and anticipated revenue	\$	279,539.00	\$	280,499.20

EXPENDITURES

Annual Fees	\$	1,200.00	\$	1,250.00
Ms Dev Katrina Loan - Debt Service	\$	278,029.00	\$	279,059.00

TOTAL EXPENDITURES

	\$	279,229.00	\$	280,309.00
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YEAR END BALANCE

	\$	310.00	\$	190.20
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BALANCE

	\$	279,539.00	\$	280,499.20
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TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13**REVENUE**

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

EXPENDITURES

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

	\$	54,603.12	\$	-
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

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

Balance at beginning of year	\$	31,890.00	\$	-
Transfer from General Fund	\$	14,434.00	\$	46,324.00
Total available cash and anticipated revenue	\$	46,324.00	\$	46,324.00

EXPENDITURES

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

TOTAL EXPENDITURES

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

	\$	-	\$	-
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BALANCE

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

Balance at beginning of year	\$	(36,558.55)	\$	(27,155.81)
MDOT Reimbursements	\$	59,938.88	\$	27,155.81
Transfer from General Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	23,380.33	\$	-

EXPENDITURES

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

	\$	23,380.33	\$	-
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	23,380.33	\$	-
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USFW CITY PARK BOAT LAUNCH : FUND 50**REVENUES**

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

EXPENDITURES

Capital Outlay	\$	178,291.47	\$	-
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TOTAL EXPENDITURES

	\$	178,291.47	\$	-
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

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

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

EXPENDITURES

Capital Outlay	\$	102,012.64	\$	102,012.64
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TOTAL EXPENDITURES

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

	\$	-	\$	-
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BALANCE

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

Balance at beginning of year	\$	286,500.00	\$	237,104.13
Interest	\$	1,200.00	\$	1,000.00
MDOT Reimbursements	\$	3,611,043.21	\$	4,923,498.47
Transfer from GF Debt Service	\$	502,319.00	\$	503,869.00
Total available cash and anticipated revenue	\$	4,401,062.21	\$	5,665,471.60

EXPENDITURES

Annual Bond Fees	\$	2,200.00	\$	2,300.00
Annual Bond Payment - Debt Service	\$	501,318.76	\$	501,569.00
Capital Improvements	\$	3,897,543.45	\$	5,161,602.60
Transfer to General Fund				

TOTAL EXPENDITURES

	\$	4,401,062.21	\$	5,665,471.60
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	4,401,062.21	\$	5,665,471.60
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	423,959.65	\$	390,477.38
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	423,959.65	\$	390,477.38

EXPENDITURES

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

	\$	50,000.00	\$	50,000.00
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YEAR END BALANCE

	\$	373,959.65	\$	340,477.38
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BALANCE

	\$	423,959.65	\$	390,477.38
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	277,000.00	\$	237,861.26
Fire Insurance Rebate	\$	100,000.00	\$	101,000.00
MS Code Rebate	\$	3,000.00	\$	3,000.00
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	380,000.00	\$	341,861.26

EXPENDITURES

Other Services & Charges	\$	13,131.85	\$	15,161.06
Capital Outlay	\$	62,000.00	\$	62,000.00
Debt Service	\$	120,504.00	\$	102,754.00
Transfer to Fund 161	\$	-	\$	-

TOTAL EXPENDITURES

	\$	195,635.85	\$	179,915.06
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YEAR END BALANCE

	\$	184,364.15	\$	161,946.20
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BALANCE

	\$	380,000.00	\$	341,861.26
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(81,532.55)	\$	(10,501.50)
Grant: Public Access	\$	377,780.65	\$	195,089.25
Grant: Town Center	\$	336,016.64	\$	504,611.74
Grant: MS G Coast Heritage Grant	\$	-	\$	8,000.00
Total available cash and anticipated revenue	\$	632,264.74	\$	697,199.49

EXPENDITURES

Capital Outlay: City Park-Town Commons	\$	167,165.33	\$	154,236.74
Capital Outlay: Graveline Bayou	\$	33,050.00	\$	700.00
Capital Outlay: Shepard State Park	\$	232,531.41	\$	192,262.75
Capital Outlay: Mary Walker Bayou Parks	\$	100,000.00	\$	350,000.00
Trans to other Grants: Fund 50	\$	99,518.00	\$	-

TOTAL EXPENDITURES

	\$	632,264.74	\$	697,199.49
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	632,264.74	\$	697,199.49
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LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	109,578.00	\$	110,096.00
Total available cash and anticipated revenue	\$	109,578.00	\$	110,096.00

EXPENDITURES

Other Services & Charges	\$	109,578.00	\$	110,096.00
TOTAL EXPENDITURES	\$	109,578.00	\$	110,096.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	109,578.00	\$	110,096.00

SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	45,000.00	\$	63,407.00
Other Revenue	\$	500.00	\$	-
Camping Fees	\$	85,000.00	\$	90,000.00
Admission Fees/Day Use	\$	4,000.00	\$	5,500.00
Total available cash and anticipated revenue	\$	134,500.00	\$	158,907.00

EXPENDITURES

Personnel Services	\$	36,723.00	\$	44,930.00
Supplies	\$	16,000.00	\$	15,750.00
Other Services & Charges	\$	54,700.00	\$	55,570.00
Capital Outlay	\$	17,200.00	\$	12,200.00
TOTAL EXPENDITURES	\$	124,623.00	\$	128,450.00
YEAR END BALANCE	\$	9,877.00	\$	30,457.00
BALANCE	\$	134,500.00	\$	158,907.00

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	-	\$	82,500.00
Miscellaneous - Interest	\$	-	\$	200.00
Transfers In	\$	-	\$	335,000.00
Total available cash and anticipated revenue	\$	-	\$	417,700.00

EXPENDITURES

Debt Service	\$	-	\$	274,964.00
TOTAL EXPENDITURES	\$	-	\$	274,964.00
YEAR END BALANCE	\$	-	\$	142,736.00
BALANCE	\$	-	\$	417,700.00

RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	-	\$	306,810.00
Miscellaneous - Interest	\$	-	\$	1,200.00
Transfers In	\$	-	\$	10,000.00
Total available cash and anticipated revenue	\$	-	\$	318,010.00

EXPENDITURES

YEAR END BALANCE	\$	-	\$	318,010.00
BALANCE	\$	-	\$	318,010.00

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

Balance at beginning of year	\$	178,387.00	\$	(153,497.80)
Grant	\$	486,453.00	\$	344,795.00
JCBS Interlocal Funds	\$	-	\$	-
Total available cash and anticipated revenue	\$	664,840.00	\$	191,297.20

EXPENDITURES

Other Services & Charges	\$	664,840.00	\$	161,250.00
TOTAL EXPENDITURES	\$	664,840.00	\$	161,250.00
YEAR END BALANCE	\$	-	\$	30,047.20
BALANCE	\$	664,840.00	\$	191,297.20

PINE CONE DRIVE SPILLWAY: FUND 301**REVENUES**

Balance at beginning of year	\$	-	\$	164,525.60
Total available cash and anticipated revenue	\$	-	\$	164,525.60

EXPENDITURES

Other Services & Charges	\$	-	\$	164,525.60
TOTAL EXPENDITURES	\$	-	\$	164,525.60
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	164,525.60

ROBERT HIRAM BRIDGE SHEET PILE WALL: FUND 302**REVENUES**

Balance at beginning of year	\$	-	\$	76,261.71
Total available cash and anticipated revenue	\$	-	\$	76,261.71

EXPENDITURES

Other Services & Charges	\$	-	\$	76,261.71
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TOTAL EXPENDITURES	\$	-	\$	76,261.71
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	76,261.71
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MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	-	\$	481,564.40
MDOT Reimbursements	\$	-	\$	578,784.00
Total available cash and anticipated revenue	\$	-	\$	1,060,348.40

EXPENDITURES

Other Services & Charges			\$	193,275.77
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Capital Outlay	\$	-	\$	867,072.63
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TOTAL EXPENDITURES	\$	-	\$	1,060,348.40
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	1,060,348.40
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ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	-	\$	(42,500.00)
Development Infrastructure Program Funds	\$	350,000.00	\$	350,000.00
CAP Loan Proceeds	\$	736,500.00	\$	-
Transfers In (Enterprise)	\$	36,000.00	\$	736,500.00
Total available cash and anticipated revenue	\$	1,122,500.00	\$	1,044,000.00

EXPENDITURES

Other Services & Charges	\$	152,500.00	\$	99,000.00
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Capital Outlay	\$	970,000.00	\$	945,000.00
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TOTAL EXPENDITURES	\$	1,122,500.00	\$	1,044,000.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,122,500.00	\$	1,044,000.00
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BEMIS SEWER PROJECT: FUND 351**REVENUES**

Balance at beginning of year	\$	-	\$	-
CDBG Grant Funds	\$	600,000.00	\$	600,000.00
Transfers In (Enterprise)	\$	600,000.00	\$	702,014.00
Total available cash and anticipated revenue	\$	1,200,000.00	\$	1,302,014.00

EXPENDITURES

Other Services & Charges	\$	112,400.00	\$	175,814.00
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Capital Outlay	\$	1,087,600.00	\$	1,126,200.00
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TOTAL EXPENDITURES	\$	1,200,000.00	\$	1,302,014.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,200,000.00	\$	1,302,014.00
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	-	\$	3,442,777.21
Interest	\$	-	\$	10,000.00
Total available cash and anticipated revenue	\$	-	\$	3,452,777.21

EXPENDITURES

Admin-General Services	\$	-	\$	60,500.00
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Transfers Out (Capital Accounts)	\$	-	\$	1,385,948.00
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TOTAL EXPENDITURES	\$	-	\$	1,446,448.00
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YEAR END BALANCE	\$	-	\$	2,006,329.21
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BALANCE	\$	-	\$	3,452,777.21
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	-	\$	-
MDOT Reimbursements	\$	-	\$	1,093,849.00
Transfers In (Bond Construction)	\$	-	\$	1,049,630.00
Total available cash and anticipated revenue	\$	-	\$	2,143,479.00

EXPENDITURES

Water Lines: Other Services & Charges	\$	-	\$	59,909.00
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Water Lines: Capital Outlay	\$	-	\$	821,439.00
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Sewer Lines: Other Services & Charges	\$	-	\$	87,545.00
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Sewer Lines: Capital Outlay	\$	-	\$	1,174,586.00
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TOTAL EXPENDITURES	\$	-	\$	2,143,479.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	2,143,479.00
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ROBINSON STILL RD UTILITY EXTENSION: FUND 354**REVENUES**

Balance at beginning of year	\$	-	\$	-
Transfers In (Bond Construction)	\$	-	\$	336,318.00
Total available cash and anticipated revenue	\$	-	\$	336,318.00

EXPENDITURES

Other Services & Charges	\$	-	\$	42,440.00
Capital Outlay	\$	-	\$	293,878.00

TOTAL EXPENDITURES	\$	-	\$	336,318.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	336,318.00

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

Water Sales	\$	3,713,534.00	\$	3,880,000.00
Sewer Sales	\$	1,935,704.00	\$	1,980,000.00
Wastewater Treatment Collections	\$	2,094,280.00	\$	2,280,000.00
Capacity Fee	\$	564,300.00	\$	465,000.00
Service Connections	\$	75,000.00	\$	85,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	561,000.00	\$	434,000.00
Transfer from Solid Waste Fund	\$	-	\$	-

Total Revenue from All Sources	\$	8,943,818.00	\$	9,124,000.00
Balance at Beginning of Year	\$	1,400,000.00	\$	2,600,000.00
Total available cash and anticipated revenue	\$	10,343,818.00	\$	11,724,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	249,133.00	\$	487,033.00
Supplies	\$	15,000.00	\$	25,000.00
Other Services & Charges	\$	2,537,643.00	\$	2,563,693.00
Capital Outlay	\$	4,000.00	\$	112,000.00
Total Water & Sewer	\$	2,805,776.00	\$	3,187,726.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	315,000.00	\$	280,000.00
Other Services & Charges	\$	2,490,884.00	\$	2,640,016.00
Capital Outlay	\$	150,000.00	\$	100,000.00
Total Water & Sewer	\$	2,955,884.00	\$	3,020,016.00

OTHER

Debt Service	\$	2,476,684.00	\$	1,164,489.00
Contingency Fund	\$	200,000.00	\$	200,000.00
Transfer to General Fund	\$	500,000.00	\$	641,821.00
Transfer to Capital Project Funds	\$	36,000.00	\$	1,448,514.00
Transfer to Debt Service & Reserve Funds	\$	-	\$	345,000.00
Total Other	\$	3,212,684.00	\$	3,799,824.00

TOTAL EXPENDITURES	\$	8,974,344.00	\$	10,007,566.00
YEAR END BALANCE	\$	1,369,474.00	\$	1,716,434.00
BALANCE	\$	10,343,818.00	\$	11,724,000.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	21,000.00	\$	64,500.00
Garbage Collection Fees	\$	1,284,000.00	\$	1,567,944.00
Total available cash and anticipated revenue	\$	1,305,000.00	\$	1,632,444.00

EXPENDITURES

Other Services and Charges	\$	1,005,000.00	\$	1,295,424.00
Transfer to General Fund	\$	300,000.00	\$	189,102.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,305,000.00	\$	1,484,526.00
YEAR END BALANCE	\$	-	\$	147,918.00
BALANCE	\$	1,305,000.00	\$	1,632,444.00

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

Balance at Beginning of Year	\$	-	\$	-
Grant	\$	7,693.90	\$	-
Total available cash and anticipated revenue	\$	7,693.90	\$	-

EXPENDITURES

Other Services & Charges	\$	7,693.90	\$	-
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TOTAL EXPENDITURES	\$	7,693.90	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	7,693.90	\$	-

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

Balance at beginning of year	\$ 55,131.74	\$ 56,287.52
Loan Proceeds	\$ -	\$ -
Total available cash and anticipated revenue	<u>\$ 55,131.74</u>	<u>\$ 56,287.52</u>

EXPENDITURES

Capital Outlay	\$ 55,131.74	\$ 56,287.52
TOTAL EXPENDITURES	<u>\$ 55,131.74</u>	<u>\$ 56,287.52</u>
YEAR END BALANCE	<u>\$ -</u>	<u>\$ -</u>
BALANCE	<u>\$ 55,131.74</u>	<u>\$ 56,287.52</u>

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

Balance at Beginning of Year	\$ 486,716.00	\$ 490,725.00
Miscellaneous - Interest	\$ 1,000.00	\$ 600.00
Total available cash and anticipated revenue	<u>\$ 487,716.00</u>	<u>\$ 491,325.00</u>

EXPENDITURES

Transfer Out (Debt Service Fund 602)	\$ -	\$ 491,325.00
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 491,325.00</u>
YEAR END BALANCE	<u>\$ 487,716.00</u>	<u>\$ -</u>
BALANCE	<u>\$ 487,716.00</u>	<u>\$ 491,325.00</u>

RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$ -	\$ 274,783.97
Miscellaneous - Interest	\$ -	\$ 1,000.00
Total available cash and anticipated revenue	<u>\$ -</u>	<u>\$ 275,783.97</u>

EXPENDITURES

Debt Service	\$ -	\$ 2,000.00
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 2,000.00</u>
YEAR END BALANCE	<u>\$ -</u>	<u>\$ 273,783.97</u>
BALANCE	<u>\$ -</u>	<u>\$ 275,783.97</u>

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

Cash at Beginning of Year	\$ 825,500.00	\$ 828,620.00
Miscellaneous - Interest	\$ 1,000.00	\$ 600.00
Transfer In (Enterprise Fund)	\$ 1,396,350.00	\$ 83,355.00
Transfer In (Reserve Fund 495)	\$ -	\$ 491,325.00
Total available cash and anticipated revenue	<u>\$ 2,222,850.00</u>	<u>\$ 1,403,900.00</u>

EXPENDITURES

Bonds Payable	\$ 1,396,350.00	\$ 1,403,900.00
TOTAL EXPENDITURES	<u>\$ 1,396,350.00</u>	<u>\$ 1,403,900.00</u>
YEAR END BALANCE	<u>\$ 826,500.00</u>	<u>\$ -</u>
BALANCE	<u>\$ 2,222,850.00</u>	<u>\$ 1,403,900.00</u>

**NOTICE OF FAILURE TO FILE
FY 2018 Audited Financial Statements
City of Gautier, Mississippi (the “City”)**

NOTICE IS HEREBY PROVIDED that the City’s Audited Financial Statements and/or its unaudited financial information for Fiscal Year 2018 are unavailable for filing at this time. The audited financial statements will be filed upon availability thereof.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 3, 2019
Approval of an extension to the option to purchase
real property from Singing River, LLC.

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Approval of an extension to the option to purchase real property from Singing River, LLC. for an additional 180 days.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, on or about March 29, 2019, the City of Gautier entered into an Option to Purchase certain real property from Singing River, LLC; and

WHEREAS, the initial option period was for 180 days, with a possible extension, at the sole discretion of the City, of an additional 180 days; and

WHEREAS, the City Manager has indicated a desire to extend the option for an additional 180 days; and

WHEREAS, the Mayor and Council Members hereby find that this extension is in the best interests of the City and its citizens;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that extension of the option to purchase real property from Singing River, LLC for an additional 180 days is approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2019.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 3, 2019**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
