

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 17, 2019 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. “Tasty Thursday” September 26, 2019 from 11am until 6pm at Singing River Mall Property**
- 2. Petro Chevrolet and the City of Gautier presents”Rockin’ the Roundabout” in Gautier on September 27, 2019 from 6pm until 8:30pm.**
- 3. 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**
- 4. Halloween under the Oaks on October 26th at Shepard State Park from 6-7 pm followed by Halloween Double Feature starting at 7 pm**

IV. Presentation Agenda

- 1. Discussion with Gautier JCUA appointee, Marshall Smith**

V. Business Agenda

- 1. Approve Revised Compensation Scales and Step Plan for Certified Police Officers and Authorize Pay Adjustments**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorize pay adjustments for City Employees.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approve Renewal of Self-Funded Employee Health Insurance Plan FY 2020

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of FY 2019 Year End Budget Amendments

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Approval for Amendment #2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Marsh Boardwalk project.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Authorization to enter into a Construction Engineering and Inspection Contract with Michael Baker International for the Martin Bluff Roadway Improvements Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Authorization to approve Change Order No. 1 for the Bemis Avenue Sewer Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Approve Commercial Insurance Renewals FY 2020

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

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

1. Approval of a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights for the annual Community Trunk or Treat

- 2. Approval of minutes from Regular Council Meeting held September 3, 2019 and Recessed Budget Meeting held September 10, 2019.**
- 3. Approval to accept a monetary donations for The City of Gautier's Cruisin' Through the Decades Event**
- 4. Resolution authorizing Mayor Phil Torjusen and Councilwoman At Large Mary Martin to travel to Starkville, MS for the Fall Board of Directors meeting with the Mississippi Municipal League.**
- 5. Approval of an agreement between the City of Gautier and Swetman Security Services to provide event parking for the Cruisin' lanes for the City of Gautier's one day Cruisin' Through the Decades Event**
- 6. Receive July 2019 Finance Report**
- 7. Authorization to Advertise for bid for the Shepard State Park Marsh Boardwalk Project**
- 8. Authorization to Advertise for bid for the Hwy. 57 Water/Sewer Relocation Project**
- 9. Approval of the FY 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP**
- 10. Approval of an extension to the option to purchase real property from Singing River, LLC.**
- 11. Authorization to accept a Wastewater Engineering Supplemental Agreement from MDOT for Hwy. 57 Sewer Relocation Project**

VII. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**

3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until October 1, 2019 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 17, 2019**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **"Tasty Thursday" September 26, 2019 from 11am until 6pm at Singing River Mall Property**
2. **Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on September 27, 2019 from 6pm until 8:30pm.**
3. **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**
4. **Halloween under the Oaks on October 26, 2019 at Shepard State Park from 6 – 7 pm followed by a Halloween Double Feature starting at 7 pm**

NOTES:

CITY OF GAUTIER PRESENTS



"Tasty Thursday"

Thursday, September 26th

True Wings	11am-2pm
Chef in a Box	11am-6pm
Mann Kettle Corn	11am-6pm
Charro's Hot Tamales	11am-6pm
Havens Down Home Creamery	2pm-6pm
Keeping it Tasty	11am-6pm
Below Zero	11am-6pm

Singing River Mall Property



Petro



& THE CITY OF GAUTIER
present

**ROCKIN' the
ROUNDABOUT**
in GAUTIER

FREE EVENT!

LIVE MUSIC
4th Friday
of the
month
6-8:30 p.m.

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

The City of Gautier presents

Halloween Under the Oaks

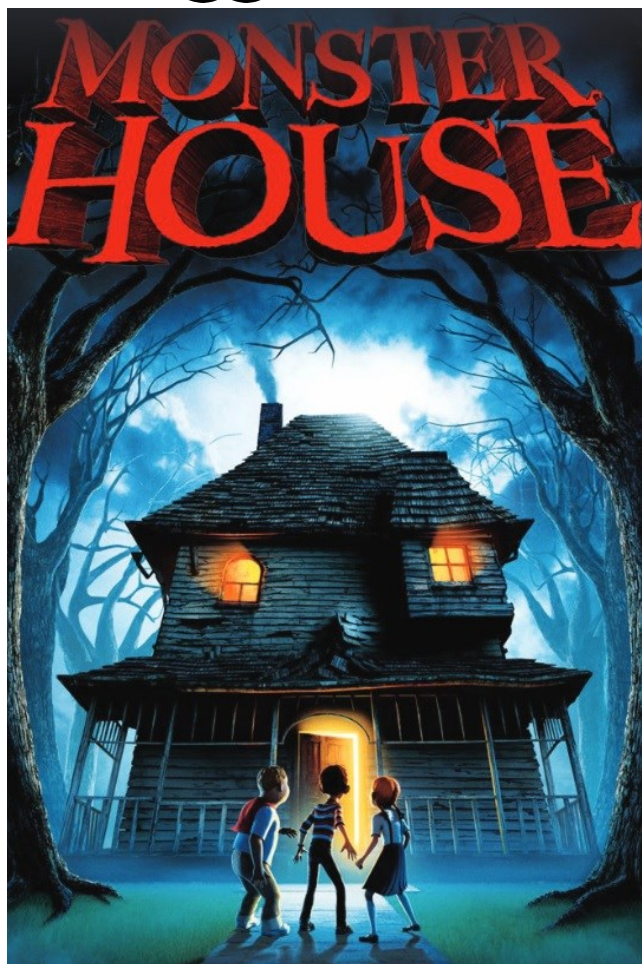
Oct. 26 at Shepard State Park

1034 Graveline Road

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

_____ followed by a _____

HALLOWEEN DOUBLE FEATURE



Showing at 7 p.m.



Showing at 9 p.m.

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 17, 2019**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Discussion with Gautier JCUA appointee, Marshall Smith

NOTES:

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

Council Meeting:
Title:

**September 17, 2019
Approval of Revised Compensation Scales and
Step Plan for Certified Police Officers,
and Authorization of Pay Adjustments**

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000 ext. 309

Summary Explanation: Approval of revised Compensation Scales and Step Plan for Certified Police Officers, and Authorization of Pay Adjustments

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City Manager has recommended approval of the attached revised Compensation Scales and Step Plan for Certified Police Officers; and

WHEREAS, the City Manager has recommended approval of pay adjustments allocated and approved for Certified Police positions in the City of Gautier FY 2020 Budget; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the revised Compensation Scales and Step Plan for Certified Police Officers are hereby authorized.

IT IS FURTHER ORDERED that pay adjustments allocated and approved for Certified Police positions in the City of Gautier FY 2020 Budget are hereby authorized.

IT IS FURTHER ORDERED that said pay adjustments based on the revised scales will be effective on the first pay cycle of October 04, 2019. Pay adjustments based on the revised Step Plan will be effective on individual employee anniversary dates.

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 17, 2019.

2184 Schedule

RANK	STEP	HOURLY	ANNUAL
Recruit - Basic	0	\$14.00	\$30,576.00
Patrol Officer			
First Class 1	1	\$15.40	\$33,633.60
First Class 2	2	\$15.90	\$34,725.60
First Class 3	3	\$16.35	\$35,708.40
Senior Patrol Officer	4	\$16.85	\$36,800.40
Corporal	5	\$17.35	\$37,892.40
Sergeant	0	\$19.25	\$42,042.00
	1	\$19.64	\$42,893.76
	2	\$20.03	\$43,745.52
	3	\$20.43	\$44,619.12
	4	\$20.84	\$45,514.56
Lieutenant	0	\$20.95	\$45,754.80
	1	\$21.37	\$46,672.08
	2	\$21.80	\$47,611.20
	3	\$22.24	\$48,572.16
	4	\$22.67	\$49,511.28

2080 Schedule

RANK	STEP	HOURLY	ANNUAL
CID			
First Class 1	1	\$16.17	\$33,633.60
First Class 2	2	\$16.70	\$34,736.00
First Class 3	3	\$17.17	\$35,713.60
Senior Officer	4	\$17.70	\$36,816.00
Corporal	5	\$18.22	\$37,897.60
Sergeant	0	\$20.22	\$42,057.60
	1	\$20.63	\$42,910.40
	2	\$21.04	\$43,763.20
	3	\$21.45	\$44,616.00
	4	\$21.89	\$45,531.20
Lieutenant	0	\$22.00	\$45,760.00
	1	\$22.44	\$46,675.20
	2	\$22.89	\$47,611.20
	3	\$23.36	\$48,588.80
	4	\$23.81	\$49,524.80
Captain (base salary)			\$52,000.00

**2184 PAY RANGES
POLICE DEPARTMENT
FY 2020**

GRADE 9 RECRUIT / BASIC

Hourly	\$14.00		\$14.00
Annual	\$30,576.00		\$30,576.00

GRADE 10 CERTIFIED OFFICER (after 1 year)

Hourly	\$15.40		\$22.50
Annual	\$33,633.60		\$49,140.00

GRADE 10S SERGEANT

Hourly	\$19.25		\$23.65
Annual	\$42,042.00		\$51,651.60

GRADE 11 LIEUTENANT

Hourly	\$20.95		\$25.00
Annual	\$45,754.80		\$54,600.00

Promotions: 5% increase and place on new grade

**2080 PAY RANGES
POLICE DEPARTMENT
FY 2020**

GRADE 12 CID OFFICER

Hourly	\$16.17		\$23.63
Annual	\$33,633.60		\$49,150.40

GRADE 13 CID SERGEANT

Hourly	\$20.22		\$24.83
Annual	\$42,057.60		\$51,646.40

GRADE 14 CID LIEUTENANT

Hourly	\$22.00		\$26.25
Annual	\$45,760.00		\$54,600.00

GRADE 15 CAPTAIN

Bi-weekly	\$2,000.00		\$2,304.00
Annual	\$52,000.00		\$59,904.00

Promotions: 5% increase and place on new grade

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

Council Meeting:
Title:

September 17, 2019
Authorize pay adjustments for City Employees.

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Authorize pay adjustments for all Administrative and Fire Department personnel as allocated and approved in the City of Gautier FY 2020 Budget.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Mayor and Council Members adopted a budget for FY 2020, which included pay adjustments allocated and approved for Administrative and Fire Department personnel in the City of Gautier; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that pay adjustments allocated and approved for Administrative and Fire Department personnel in the City of Gautier FY 2020 Budget are hereby authorized.

IT IS FURTHER ORDERED that said pay adjustments, including merit based adjustments, will be effective on the first pay cycle of October 04, 2019. The merit adjustments budgeted per the Fire Union contract will be awarded based on receipt of appropriate documentation.

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

Motion was made by **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 17, 2019.

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

Council Meeting:
Title:

September 17, 2019
**Approve Renewal of Self-Funded Employee
Health Insurance Plan FY 2020**

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Approval to renew the Self-Funded Health Insurance Plan for FY 2020. This request also includes the renewal of all associated voluntary insurance policies. No increase in funding rates is recommended at this time.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the attached insurance plans require renewal; and

WHEREAS, the City and Members of Council have hereby determined that approval of the attached insurance plans is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached insurance plans are hereby approved.

IT IS FURTHER ORDERED that Fox Everett/HUB International is hereby approved as third party administrator.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, Comptroller
Date: 09/09/19
Subject: Self-Funded Health Insurance Renewal FY 2020

REQUEST:

Approve renewal of City of Gautier Self-Funded Employee Health Plan and all associated voluntary insurance policies for FY 2020.

BACKGROUND:

The City of Gautier has operated a self-funded health, dental and voluntary benefits plan since 2004. Fox Everett/HUB International acts as our Third Party Administrator over the plan.

DISCUSSION:

All proposals received for the FY 2020 renewal included a significant increase in cost based on the last two plan years and current high dollar claims. All competitive proposal options included placement of an individual laser to minimize liability.

Sun Life option #2 was determined to be the best reinsurance proposal for the plan. It includes an individual specific deductible of \$75,000, a \$150,000 single individual LASER, a no new laser guarantee and a 50% rate cap with Fox Everett/HUB International acting as our Third Party Administrator (TPA). A higher individual specific deductible was chosen to mitigate overall plan costs.

Approval of this renewal includes all voluntary policies currently being offered by the City as an additional employee benefit. Funding rates will not be increased for FY 2020.

RECOMMENDATION:

It is recommended the Gautier City Council approve the renewal of the City of Gautier Self-Funded Employee Health Plan and all associated voluntary insurance policies as presented, with Fox Everett/HUB International acting as our Third Party Administrator (TPA) for FY 2020.

ATTACHMENT(S):

City of Gautier Recap of Costs October 1, 2019

	City of Gautier Recap of Costs October 1, 2019						
	2018 ERR/Ironshore NNLO with 50% Rate Cap RBP	ERR/Ironshore NNLO with 50% Rate Cap RBP	ERR/Ironshore NNLO with 50% Rate Cap RBP	NUS RBP	NUS RBP	Sun Life RBP NNLO with 50% Rate Cap	Sun Life RBP NNLO with 50% Rate Cap
SPECIFIC EXCESS COVERAGE	Current	Option 1	Option 2	Option 1	Option 2	Option 1	Option 2
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Contract Basis	12/24	12/24	12/24	12/24	12/24	12/24	12/24
Laser #1 S.R.	N/A	N/A	N/A	\$150,000*	\$150,000*	\$150,000	\$150,000
1. Individual Specific Deductible	\$ 65,000	\$ 65,000	\$ 75,000	\$ 65,000	\$ 75,000	\$ 65,000	\$ 75,000
2. Limit of Liability Per Covered Person	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
3. Employees without dependents	58	58	58	58	58	58	58
4. Families (including employees)	65	65	65	65	65	65	65
TOTAL CENSUS	123	123	123	123	123	123	123
5. Monthly Premium Rates - Single	\$ 128.93	\$ 193.86	\$ 176.46	\$ 116.32	\$ 104.54	\$ 124.58	\$ 112.67
6. Monthly Premium Rates - Family	\$ 322.33	\$ 484.65	\$ 441.15	\$ 363.18	\$ 329.04	\$ 334.11	\$ 301.04
7. Estimated Annual Specific Premium	\$ 341,152	\$ 512,950	\$ 466,915	\$ 364,235	\$ 329,408	\$ 347,308	\$ 313,226
AGGREGATE EXCESS LOSS		33.5%	26.9%	6.3%	-3.6%	1.8%	-8.9%
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Contract Basis	12/24	12/24	12/24	12/24	12/24	12/24	12/24
Maximum Aggregate Reimbursement	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Individual Claim Limit	\$ 65,000	\$ 65,000	\$ 75,000	\$ 65,000	\$ 75,000	\$ 65,000	\$ 75,000
Aggregate Corridor	125%	125%	125%	125%	125%	125%	125%
8. Monthly Aggregate Factor - Single	\$ 487.63	\$ 533.77	\$ 552.26	\$ 425.70	\$ 437.88	\$ 489.92	\$ 516.86
9. Monthly Aggregate Factor - Family	\$ 1,219.08	\$ 1,334.43	\$ 1,380.64	\$ 1,415.16	\$ 1,455.66	\$ 1,371.77	\$ 1,398.71
10. Minimum Annual Aggregate Attachment Point	\$ 1,290,273	\$ 1,412,359	\$ 1,461,272	\$ 1,400,112	\$ 1,440,179	\$ 1,410,965	\$ 1,450,728
11. Expected Annual Claims	\$ 1,032,218	\$ 1,129,887	\$ 1,169,018	\$ 1,120,090	\$ 1,152,143	\$ 1,128,772	\$ 1,160,583
12. Monthly Premium Rate - Composite PEPM	\$7.62	\$8.82	\$8.82	\$9.89	\$11.34	\$13.55	\$15.02
13. Estimated Annual Aggregate Premium	\$ 11,252	\$ 13,024	\$ 13,024	\$ 14,604	\$ 16,740	\$ 20,004	\$ 22,175
FULLY INSURED TRANSPLANT POLICY	Optum	Optum	Optum	Optum	Optum	Optum	Optum
14. Monthly Premium Rates - Single	\$ 5.74	\$ 5.68	\$ 5.68	\$ 5.68	\$ 5.68	\$ 5.68	\$ 5.68
15. Monthly Premium Rates - Family	\$ 13.78	\$ 13.64	\$ 13.64	\$ 13.64	\$ 13.64	\$ 13.64	\$ 13.64
16. Estimated Annual Transplant Premium	\$ 14,742	\$ 14,590	\$ 14,590	\$ 14,590	\$ 14,590	\$ 14,590	\$ 14,590
ADMINISTRATIVE FEES							
17. Claims Administration (Medical) - (PEPM)	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25	\$ 16.25
18. Teladoc - (PEPM)	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95	\$ 2.95
19. COBRA & HIPAA Administration - (PEPM)	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
20. Pre-Admission Certification - (PEPM)	\$ 2.80	\$ 2.80	\$ 2.80	\$ 2.80	\$ 2.80	\$ 2.80	\$ 2.80
21. PPO Access Fee - (PEPM)	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
22. Verisk "Claims Edit" - (PEPM)	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
23. PPACA Fee	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
24. RBP Admin	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00
25. Estimated Annual Administration Cost	\$ 62,730	\$ 62,730	\$ 62,730	\$ 62,730	\$ 62,730	\$ 62,730	\$ 62,730
TOTAL ANNUAL COST							
26. Minimum annual cost* (\$0- claims) (7+13+16+25)	\$ 429,876	\$ 603,294	\$ 557,259	\$ 456,159	\$ 423,468	\$ 444,632	\$ 412,721
27. Expected annual cost* (7+11+13+16+25)	\$ 1,462,094	\$ 1,733,182	\$ 1,726,276	\$ 1,639,998	\$ 1,639,362	\$ 1,637,154	\$ 1,629,554
28. Maximum annual cost* (7+10+13+16+25)	\$ 1,720,149	\$ 2,015,654	\$ 2,018,531	\$ 1,941,271	\$ 1,948,647	\$ 1,940,597	\$ 1,938,450

*Laser TBD - Expected \$150,000

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

Council Meeting:
Title:

**September 17, 2019
Approval of FY 2019 Year End Budget Amendments**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution approving final year end Budget Amendments for FY 2019.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2019

WHEREAS, pursuant to Miss. Code Ann. 21-35-25, the City is authorized to revise its budget from time to time as it deems necessary to meet the requirements of Mississippi law; and

WHEREAS, the Mayor and Members of the City Council hereby find that amendment of the current budget as presented is in the best interests of the City;

BE IT RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached final Year End Budget Amendments for FY 2019 are hereby approved.

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

This resolution shall take effect and be in full force on September 17, 2019.

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

AYES:

NAYS:

ABSENT:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 17, 2019.

**FY 2019
YEAR END
BUDGET AMENDMENTS**

GENERAL FUND: FUND 001	Budget	Amendment	New Budget
REVENUES			
Miscellaneous	150,050.00	<u>7,915.00</u>	157,965.00
		7,915.00	
EXPENDITURES			
GENERAL EXPENSES & FACILITIES			
Supplies	13,000.00	4,000.00	17,000.00
GRANTS & PROJECTS			
Personnel Services	143,284.00	25.00	143,309.00
Supplies	1,250.00	(25.00)	1,225.00
RECREATION			
Supplies	79,000.00	<u>3,915.00</u>	82,915.00
		7,915.00	

Budget Donations and Adjust Departmental Budget for shortfall.

FUND 157: US JUSTICE EQUITABLE SHARING	Budget	Amendment	New Budget
REVENUES			
Local Forfeitures	183,210.00	<u>23,000.00</u>	206,210.00
		23,000.00	
EXPENDITURES			
Other Services & Charges	0.00	5,000.00	5,000.00
Capital Outlay	219,755.00	<u>18,000.00</u>	237,755.00
		23,000.00	

Budget funds received.

FUND 176: SHEPARD STATE PARK	Budget	Amendment	New Budget
REVENUES			
Camping Fees	90,000.00	<u>8,000.00</u>	98,000.00
		8,000.00	
EXPENDITURES			
Other Services & Charges	49,570.00	5,000.00	54,570.00
Capital Outlay	16,200.00	<u>3,000.00</u>	19,200.00
		8,000.00	

Budget new revenue to offset potential shortfall.

FUND 305: 2019 MPI GO BOND CONSTRUCTION	Budget	Amendment	New Budget
REVENUES			
Interest	20,000.00	7,760.98	27,760.98
Bond Proceeds	4,056,697.02	<u>92,825.00</u>	4,149,522.02
		100,585.98	
EXPENDITURES			
Capital Outlay	122,000.00	(4,542.00)	117,458.00
Other Services & Charges	0.00	33,000.00	33,000.00
Contingency: Unallocated	20,697.02	(20,697.02)	0.00
Debt Service (Issuance Costs)	0.00	<u>92,825.00</u>	92,825.00
		100,585.98	

Budget issuance costs and reallocate funds to Perkinson Street repair.

FUND 497: 2013 SO BOND RESERVE FUND	Budget	Amendment	New Budget
REVENUES			
Miscellaneous - Interest	3,500.00	2,515.00	6,015.00
EXPENDITURES			
Debt Service	4,500.00	2,515.00	7,015.00

Budget anticipated interest and transfer of overage to Debt Service.

**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

September 17, 2019
Approval of Amendment #2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Marsh Boardwalk project.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval of Amendment #2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Marsh Boardwalk project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City entered into a professional services agreement with Heflin Engineering on December 18, 2018 to design and build the Shepard State Park Boardwalk; and

WHEREAS, under that contract, Heflin Engineering is required to provide conceptual layout, topographic survey, test pile data, preliminary layout, opinion of probable cost, detailed design, final construction drawings and specifications, related to this project; and

WHEREAS, Amendment No.2 adds graphic design work for the marsh walk's educational panels (a total of eight panels for \$2,000), construction staking (\$1,500) and bidding, contraction and construction phase services (\$24,000) for a total of \$27,500.

WHEREAS, the total contract total will increase to \$77,000; and

WHEREAS, engineering services will be funded through Tidelands

WHEREAS, the Mayor and Council Members hereby find that approval of Amendment No.2 is in the best interest of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment No.2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Boardwalk Project in an amount not to exceed \$27,500 is hereby approved and authorized.

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

Motion was made by **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 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/10/2019
Subject: Shepard State Park Marsh Boardwalk – Professional Services Agreement Amendment No. 2 with Heflin Engineering

REQUEST:

The Grants and Projects Department requests City Council approval of Amendment No. 2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Marsh Boardwalk project to add \$27,500 to the contract amount.

BACKGROUND:

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

DISCUSSION:

This project includes approximately 1000 feet of pedestrian boardwalk at Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities. Engineering services will be funded through Tidelands.

An original contract was executed with Heflin in December 2018 for a total of \$31,500. Under that contract, Heflin was to provide conceptual layout, topographic survey, test pile data, preliminary layout, opinion of probable cost, detailed design, final construction drawings and specifications, etc.

The original plan was to design and build the proposed boardwalk in two phases, but the scope changed as funding needs were met. Amendment No. 1 added \$15,000 in design phase services and \$3,000 in permitting and studies in order to complete the design of the entire boardwalk.

Amendment No. 2 adds graphic design work for the marshwalk's educational panels (a total of eight panels for \$2,000), construction staking (\$1,500) and bidding, contraction and construction phase services (\$24,000) for a total of \$27,500.

If approved, the contact total will increase to \$77,000.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Amendment No. 2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Marsh Boardwalk project to add \$27,500 to the contract amount.

The City Council may:

1) Approve Amendment No. 2 to the professional services agreement with Heflin Engineering for the Shepard State Park Marsh Boardwalk project as presented; or

2) Not approve Amendment No. 2 professional services agreement with Heflin Engineering for the Shepard State Park Marsh Boardwalk project as presented.

ATTACHMENTS:

1. Heflin Amendment #2

CITY OF GAUTIER, MISSISSIPPI

AMENDMENT NO. 2

to

Agreement for Professional Services

* * * * *

WHEREAS, the City of Gautier (OWNER) and Heflin Engineering, Inc. (ENGINEER) entered into a Professional Services Agreement dated December 18, 2018, and

WHEREAS, the City of Gautier (OWNER) and Heflin Engineering, Inc. (ENGINEER) executed Amendment No. 1 dated March 19, 2019, and

WHEREAS, the OWNER desires for the ENGINEER to provide graphic design services and Bidding, Contracting, and Construction Phase services,

THEREFORE, both parties mutually agree as follows:

Amend SECTION 1 - SERVICES OF THE ENGINEER, Design Phase by adding the following:

12. Prepare design artwork for eight (8) graphical signs to be included with the Construction Bid Documents.

Amend SECTION 1 - SERVICES OF THE ENGINEER, Bidding, Contracting & Construction Phase by adding the following:

As part of the Bidding, Contracting & Construction Phase, the ENGINEER will:

1. Furnish copies of drawings, specifications, and contract documents for use by prospective bidders, material suppliers and other interested parties but may charge them for the reasonable cost of the copies.
2. Prepare and issue addenda as necessary to provide clarification or responses to prospective bidders' requests for information.
3. Attend the bid opening, review the bids for completeness and accuracy, tabulate the bid proposals, evaluate the bids with the OWNER, and make recommendations to the OWNER for awarding the contract for construction.
4. Assemble and furnish five (5) sets of specifications and contract documents for execution by the OWNER and the contractor.
5. Conduct a pre-construction meeting with the OWNER and contractor.
6. Prepare a Notice to Proceed.
7. Perform detailed construction staking to layout the boardwalk alignment, including beginning and ending stations and turning points.
8. Review and approve, for conformance with the design concept, any necessary shop drawings furnished by the

- contractor.
9. Provide general engineering review of the work as construction progresses to ascertain that the contractor is conforming with the design concept and specifications. The ENGINEER's undertaking hereunder shall not relieve the contractor of obligations to perform the work, nor make the ENGINEER an insurer of the contractor's performance, nor impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
 10. Review the contractor's applications for payment and change orders and make recommendations to the OWNER.
 11. Upon completion of the Project, prepare a complete set of Record Drawings conforming to the information furnished to the ENGINEER by the contractor.
 12. Upon completion of the Project, assist the OWNER with closeout of the construction contract and furnish closeout documents to the respective governmental approval agencies.

Amend and replace SECTION 4 - COMPENSATION TO THE ENGINEER, Part 1, Compensation Table with the following:

TASK	BUDGET W/ AMEND #1	BUDGET W/ AMEND #2
Design Phase	\$34,800	\$34,800
Topographic Survey	\$2,800	\$2,800
Test Pile	\$2,400	\$2,400
Permitting & Studies	\$9,500	\$9,500
Bidding, Contracting & Construction Phase	TBD	\$24,000
Construction Staking	--	\$1,500
Graphic Design for Signage	--	\$2,000
TOTAL	\$49,500	\$77,000

All other provisions of the Agreement shall remain unchanged and in full effect. This Amendment shall become a part of the Agreement for Professional Services for the City of Gautier project entitled "Shepard State Park Boardwalk".

Date: _____

City of Gautier, Mississippi

Heflin Engineering, Inc.

By: _____

By:  _____

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

September 17, 2019
Authorization to enter into a Construction Engineering and Inspection Contract with Michael Baker International for the Martin Bluff Roadway Improvements Project.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 317

Summary Explanation: Authorization to enter into a Construction Engineering and Inspection Contract with Michael Baker International for work associated with the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-811000) in an amount not to exceed \$490,184.29, contingent upon MDOT concurrence.

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 Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000) is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the project limits are between Gautier Vancleave Road and the Service Road north of Interstate 10; and

WHEREAS, the attached contract will provide contraction engineering and inspection services for the construction phase of the project and will not be executed until such time as MDOT concurs with the contract and approves it for execution; and

WHEREAS, the cost of the contract is not to exceed \$490,184.29, contingent upon MDOT concurrence; and

WHEREAS, the Mayor and Council Members hereby find that entering this Construction Engineering and Inspection contract 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 Construction Engineering and Inspection contract with Michael Baker International for work associated with the Martin Bluff Roadway Improvements project is hereby approved, contingent upon MDOT concurrence.

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 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/10/2019
Subject: Michael Baker International – Construction Engineering and Inspection Contract for Martin Bluff Roadway Improvements (STP-9194-00(001)LPA/105069-811000)

REQUEST:

The Grants and Projects Department requests authorization to enter into a construction engineering and inspection services contract with Michael Baker International for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000) in an amount not to exceed \$490,184.29, contingent upon MDOT concurrence.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10.

DISCUSSION:

The attached contract is for construction engineering and inspection services for the construction phase of the project. The contract will not be executed until such time as MDOT concurs with the contract and approves it for execution.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a construction engineering and inspection services contract with Michael Baker International for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000) in an amount not to exceed \$490,184.29, contingent upon MDOT concurrence.

The City Council may:

- 1) Authorize the Execution of the Contract; or
- 2) Not Authorize the Execution of the Contract

ATTACHMENTS:

1. Proposed Contract

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

***Martin Bluff Road Widening and Improvements
Project No. STP-9194-00(001)LPA/105069-801000
Jackson County***

THIS CONTRACT, is made and entered into by and between the ***City of Gautier***, a body Politic of the State of Mississippi (the "LPA"), and, ***Michael Baker International*** (the "CONSULTANT"), a ***Corporation***, duly registered to do business in the State of Mississippi, whose address for mailing is ***2113 Government Street, Suite D-3, Ocean Springs, MS 39564***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to the service road just north of Interstate 10 (Station 10+00 – 121+68.67) in Jackson County*** services for ***Martin Bluff Roadway Improvements***, hereinafter called the "PROJECT"; and,

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***Engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

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

ARTICLE IV. TIME OF PERFORMANCE

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

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

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

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

ARTICLE X. INSURANCE

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

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging

and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:

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

For Technical Matters:

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

CONSULTANT:

For Contractual Matters:

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

For Technical Matters:

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

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

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E. # 08618
Surveyor # 02060
Or
Architect's # _____

P.E.# 15572
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

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

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

City of Gautier

Paula Yancey, City Manager

WITNESS this my signature in execution hereof, this the 6 day of September, 2019.

Michael Baker International

BY: _____
Jeffrey D. May, PE, PMP

ATTEST: 
(for CONSULTANT)

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

LIST OF EXHIBITS

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

EXHIBIT 1

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

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

CERTIFICATE OF SECRETARY
OF
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, Vincent A. Thompson II, Assistant Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Mr. Jeff May is Associate Vice President & Operations Manager of the Ocean Spring, Mississippi Office and he is individually authorized and empowered to sign proposals, forms and other documents and to otherwise bind the Company contractually.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 23rd day of August 2018.



Vincent A. Thompson II
Vice President, Assistant General Counsel & Assistant Secretary
Michael Baker International, Inc.

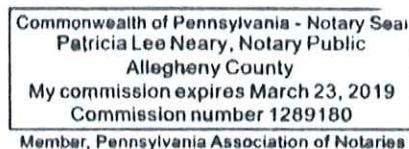
Commonwealth of Pennsylvania

The foregoing instrument was acknowledged before me this 23rd day of August 2018 by Vincent A. Thompson II, Vice President, Assistant General Counsel & Assistant Secretary of Company.

Subscribed and sworn to before me, Patricia Lee Neary, a Notary Public in and for the Commonwealth of Pennsylvania, this 23rd day of August 2018.



Patricia Lee Neary
Notary Public, Commonwealth of Pennsylvania
My Commission Expires: 23 March 2019



Commonwealth of Pennsylvania
County of ALLEGHENY

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineers** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

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

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineers** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
 - b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.
- D. Shop Drawings and Samples:
 - a. Record the date of receipt of Shop Drawings and samples.
 - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that 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 the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the 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 of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:
- During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 490,184.29** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

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

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

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2019 Loaded Rate	2020 Loaded Rate	2021 Loaded Rate
Jeffrey D. May	Principal	\$210.80	\$217.13	\$223.64
Shawn Wozencraft	Project Engineer	\$122.35	\$126.02	\$129.80
	Engineer Intern	\$86.34	\$88.93	\$91.60
	Lead Inspector	\$80.96	\$83.38	\$85.89
	Lead Inspector (OT)	\$98.08	\$101.02	\$104.05
	Inspector III	\$72.49	\$74.67	\$76.91
	Inspector III (OT)	\$87.82	\$90.46	\$93.17
	Admin Assistant	\$66.66	\$68.66	\$70.72

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 490,184.29 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$392,280.62	\$7,070.96	\$90,832.71	\$490,184.29

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD , 20 THROUGH , 20

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED , 20 , AS RELATES TO

PROJECT NO. - - - - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

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

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

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

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

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

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

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

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

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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

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

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

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

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

SO CERTIFIED this 6 day of September, 20 19.

Michael Baker International

BY:

Jeffrey D. May, PE, PMP

ATTEST:

My Commission Expires:

Sept. 9, 2022



EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the ____ day of _____, 20__.

City of Gautier

Paula Yancey, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

75263

EEV* Company Identification Number [Required]

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

BY: _____

Authorized Officer or Agent

9/6/19

Date

Jeffrey D. May

Printed Name of Authorized Officer or Agent

Associate Vice President

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 10th day of SEPTEMBER, 2019.



Katherine Gonzalez
NOTARY PUBLIC

My Commission Expires: SEPT. 9, 2022

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

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to the service road just north of Interstate 10 (Station 10+00 – 121+68.67) in Jackson County

Prepared for:

Mississippi Department of Transportation

Project Number:

Project No. STP-9194-00(001)LPA/105069-801000

City of Gautier, MS

Prepared by: Michael Baker International

Date Submitted: *April 23, 2019*

Date Revised: *September 5, 2019*

Cost Summary

**Roadway Improvements to Martin Bluff Road, from Gautier-Vanceleave Road to the service road just north of Interstate 10
(Station 10+00 – 121+68.67) in Jackson County**

Construction Engineering & Inspection Services

Michael Baker International

Labor Costs

CE&I Services	\$	392,280.62
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Direct Costs

CE&I Services	\$	7,070.96
---------------	----	----------

Subtotal	Michael Baker International	\$ 399,351.58
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Batson and Brown, Inc.

Labor Costs

CE&I Services	\$	32,776.09
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Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost	Batson and Brown, Inc.	\$ 32,776.09
---------------	------------------------	---------------------

Batson and Brown, Inc.

Labor Costs

Testing Services	\$	43,037.02
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Direct Costs

CE&I Services	\$	15,019.60
---------------	----	-----------

Subtotal Cost	Batson and Brown, Inc.	\$ 58,056.62
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PROJECT TOTAL COSTS	\$ 490,184.29
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Michael Baker International

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>143.38% %</u>
Field Overhead Rate ²	<u>114.94% %</u>
Profit	<u>10.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 78.74	\$ 112.90	\$ 19.16	\$ 210.80
Project Engineer	\$ 45.70	\$ 65.52	\$ 11.12	\$ 122.35
Engineer Intern	\$ 32.25	\$ 46.24	\$ 7.85	\$ 86.34
Lead Inspector	\$ 34.24	\$ 39.36	\$ 7.36	\$ 80.96
Inspector III	\$ 30.66	\$ 35.24	\$ 6.59	\$ 72.49
Administrative Assistant	\$ 24.90	\$ 35.70	\$ 6.06	\$ 66.66
{additional classifications}		\$ -	\$ -	\$ -

▲ **Hennington, Leland:**
Updated to match other
Contract Documents

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Lead Inspector	\$ 34.24	\$ 39.36	\$ 7.36	\$ 98.08
Inspector III	\$ 30.66	\$ 35.24	\$ 6.59	\$ 87.82
{additional classifications}			\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE

Michael Baker International

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>143.38% %</u>
Field Overhead Rate ²	<u>114.94% %</u>
Profit	<u>10.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 81.10	\$ 116.28	\$ 19.74	\$ 217.13
Project Engineer	\$ 47.07	\$ 67.49	\$ 11.46	\$ 126.02
Engineer Intern	\$ 33.22	\$ 47.63	\$ 8.08	\$ 88.93
Lead Inspector	\$ 35.27	\$ 40.54	\$ 7.58	\$ 83.38
Inspector III	\$ 31.58	\$ 36.30	\$ 6.79	\$ 74.67
Administrative Assistant	\$ 25.65	\$ 36.77	\$ 6.24	\$ 68.66
{additional classifications}		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Lead Inspector	\$ 35.27	\$ 40.54	\$ 7.58	\$ 101.02
Inspector III	\$ 31.58	\$ 36.30	\$ 6.79	\$ 90.46
{additional classifications}			\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

^{***} Overtime may only be allowable for those employees per Federal requirements.

^{***} Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE

Michael Baker International

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>143.38% %</u>
Field Overhead Rate ²	<u>114.94% %</u>
Profit	<u>10.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 83.54	\$ 119.77	\$ 20.33	\$ 223.64
Project Engineer	\$ 48.48	\$ 69.52	\$ 11.80	\$ 129.80
Engineer Intern	\$ 34.21	\$ 49.06	\$ 8.33	\$ 91.60
Lead Inspector	\$ 36.33	\$ 41.75	\$ 7.81	\$ 85.89
Inspector III	\$ 32.53	\$ 37.39	\$ 6.99	\$ 76.91
Administrative Assistant	\$ 26.42	\$ 37.88	\$ 6.43	\$ 70.72
{additional classifications}		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Lead Inspector	\$ 36.33	\$ 41.75	\$ 7.81	\$ 104.05
Inspector III	\$ 32.53	\$ 37.39	\$ 6.99	\$ 93.17
{additional classifications}			\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Michael Baker International

Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP/105069-501000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month / 2019												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Principal	6	7	11	15	19	20	21	21	21	16	11	5	6	41	\$ 210.80	\$ 843.20
Project Engineer									8	8	8	8	6	32	\$ 122.35	\$ 3,915.11
Engineer Intern									12	32	22	10	6	76	\$ 86.34	\$ 6,561.77
Lead Inspector										80	120	120	6	320	\$ 80.96	\$ 25,905.60
Inspector III										48	33	15	6	96	\$ 72.49	\$ 6,959.10
Administrative Assistant										16	11	5	6	32	\$ 66.66	\$ 2,133.18
{additional classifications}													0	0	\$ -	\$ -
															Labor Subtotal (Regular) \$ 46,317.96	

Project No. STP-9194-00(001)LP/105069-501000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Lead Inspector													0	0	\$ 98.08	\$ -
Inspector III													0	0	\$ 87.82	\$ -
{additional classifications}													0	0	\$ -	\$ -
															Labor Subtotal (Overtime) \$ -	

CONTRACTOR'S Project Completion Time: 267 Productive Days

Construction Cost Estimate: \$ 6,061,216.81

HOUR DISTRIBUTION / LABOR COSTS

Michael Baker International
Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP4/105069-801000

		REGULAR HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Hours Per Month / 2020															
POSITION TITLE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
		6	7	11	15	19	20	21	21	20	16	11	5				
	Principal	1	1	1	1	1	1	1	1	1	1	1	1	12	12	\$ 217.13	\$ 2,605.50
	Project Engineer	8	8	8	8	8	8	8	8	8	8	8	8	12	96	\$ 126.02	\$ 12,097.68
	Engineer Intern	18	21	33	45	57	60	63	63	60	48	33	15	12	516	\$ 88.93	\$ 45,887.48
	Lead Inspector	120	120	140	160	160	160	160	160	160	140	120	120	12	1720	\$ 83.38	\$ 143,419.88
	Inspector III	18	21	33	45	57	60	63	63	60	48	33	15	12	516	\$ 74.67	\$ 38,527.34
	Administrative Assistant	6	7	11	15	19	20	21	21	20	16	11	5	12	172	\$ 68.66	\$ 11,809.80
	(additional classifications)													0	0	\$ -	\$ -

Project No. STP-9194-00(001)LP4/105069-801000

Project No. STP-9194-00(0071) LPA105069-801000		OVERTIME HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Overtime Hours Per Month															
POSITION TITLE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
						38	40	42	42	40	0			0	202	\$ 101.02	\$ 20,405.48
Lead Inspector														0	0	\$ -	\$ -
Inspector III														0	0	\$ -	\$ -
(additional classifications)														0	0	\$ -	\$ -

CONTRACTOR'S Project Completion Time: 267 Productive Days
 Construction Cost Estimate: \$ 6,061,216.81

HOUR DISTRIBUTION / LABOR COSTS

Michael Baker International

Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP/105069-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month / 2021												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Principal	1	1	1	1	1	1	1	1					0	7	\$ 223.64	\$ 1,565.47
Project Engineer	8	8	8	8	8	8	8						8	56	\$ 129.80	\$ 7,268.89
Engineer Intern	18	21	33	45	57	60	60						0	294	\$ 91.60	\$ 26,929.55
Lead Inspector	48	56	88	30	30								0	252	\$ 85.89	\$ 21,643.06
Inspector III	18	21	33	5	5								0	82	\$ 76.91	\$ 6,306.24
Administrative Assistant	6	7	11	15	19	24	24						0	106	\$ 70.72	\$ 7,496.48
{additional classifications}													0	0	\$ -	\$ -
														Labor Subtotal (Regular) \$ 71,209.49		

Project No. STP-9194-00(001)LP/105069-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Lead Inspector					0								0	0	\$ 104.05	\$ -
Inspector III													0	0	\$ 93.17	\$ -
{additional classifications}													0	0	\$ -	\$ -
														Labor Subtotal (Overtime) \$ -		

CONTRACTOR'S Project Completion Time: 267 Productive Days

Construction Cost Estimate: \$ 6,061,216.81

DIRECT COSTS ****
Michael Baker International
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL 2019 - 2021	PRINTING	Cell Phone	MONTH TOTAL
Principal						\$ -
Project Engineer			\$ 553.28	\$ 440.00		\$ 993.28
Engineer Intern			\$ 1,106.56	\$ 100.00		\$ 1,206.56
Lead Inspector			\$ 4,105.92			\$ 4,105.92
Inspector III			\$ 655.20	\$ 110.00		\$ 765.20
Administrative Assistant						\$ -
{additional classifications}						\$ -
TOTAL						\$ 7,070.96

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.56 per mile

6 days meals of \$36

HOUR DISTRIBUTION / LABOR COSTS

Batson and Brown, Inc.
Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LPA/105069-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month - 2019 - Layout / Quantity Verification												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Surveyor PLS								2	2	2	2	2	10	10	\$ 101.14	\$ 1,011.37
Survey Crew Manager								12	12	12	12	12	10	60	\$ 88.33	\$ 5,300.99
Survey Crew								12	12	12	12	12	10	60	\$ 46.09	\$ 2,765.27
Survey Technician								2	2	2	2	2	10	10	\$ 56.33	\$ 563.30
	0												0	0	\$ -	\$ -
	0												0	0	\$ -	\$ -
	0												0	0	\$ -	\$ -

Labor Subtotal (Regular) \$ 9,640.03

Project No. STP-9194-00(001)LPA/105069-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Surveyor PLS													0	0	\$ 181.33	\$ -
Survey Crew Manager													0	0	\$ 91.81	\$ -
Survey Crew													0	0	\$ 52.03	\$ -

Labor Subtotal (Overtime) \$ -

Hour Distribution / Labor Costs

Batson and Brown, Inc.
Construction Engineering & Inspection Services

Project No. STP-9194-00(001)\LPA\105069-801000		REGULAR HOURS ONLY													On Job Months	Subtotal Hours	Hourly Rate	Extension
		Hours Per Month - 2020 - Layout / Quantity Verification																
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
POSITION TITLE																		
Surveyor PLS		2	2	2	2	2	2	2	2	2	2	2	2	2	10	24	\$ 101.14	\$ 2,427.29
Survey Crew Manager		12	12	12	12	12	12	12	12	12	12	12	12	12	10	144	\$ 88.33	\$ 12,720.23
Survey Crew		12	12	12	12	12	12	12	12	12	12	12	12	12	10	144	\$ 46.09	\$ 6,636.64
Survey Technician		2	2	2	2	2	2	2	2	2	2	2	2	2	10	24	\$ 56.33	\$ 1,351.91
		0												0	0	0	\$ -	\$ -
		0												0	0	0	\$ -	\$ -
		0												0	0	0	\$ -	\$ -
Labor Subtotal (Regular)																	\$ 23,136.06	

Project No. STP-9194-00(001)\LPA\105069-801000		OVERTIME HOURS ONLY													On Job Months	Subtotal Hours	Hourly Rate	Extension	
POSITION TITLE		Overtime Hours Per Month																	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
																0	0	\$ 181.33	\$ -
Surveyor PLS																0	0	\$ 91.81	\$ -
Survey Crew Manager																0	0	\$ 52.03	\$ -
Survey Crew																0	0	\$ 52.03	\$ -

DIRECT COSTS ****
Batson and Brown, Inc.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Surveyor PLS						\$ -
Survey Crew Manager						\$ -
Survey Crew						\$ -
Survey Technician						\$ -
0						\$ -
0						\$ -
\$ -						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.565 per mile

6 days meals of \$36

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name Martin Bluff Road, City of Gautier Jackson County, Mississippi

MDOT Project No STP-9194-00(001)PA / 105060-01100

Testing Firm Name Balson and Brown Inc

Material Engineer

Hennington, Leland:
Populate

Overhead 128.610%

Profit 12.000%

Classification	Raw Wage Rate	Added OH Rate	Profit	Regular Billing Rate
Project Manager	\$ 38.50	\$ 49.51	\$ 10.56	\$ 98.58
Project Engineer	\$ 65.00	\$ 70.74	\$ 15.09	\$ 140.82
Admin. Assistant	\$ 18.00	\$ 20.58	\$ 4.30	\$ 40.97
Certified Materials Testing Tech	\$ 32.50	\$ 41.80	\$ 8.97	\$ 83.21

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Manager	27	\$ 98.58	\$ 2,661.57
Project Engineer	15	\$ 140.82	\$ 2,112.36
Admin. Assistant	24	\$ 40.97	\$ 983.21
Certified Materials Testing Tech	448	\$ 83.21	\$ 37,279.89

SUBTOTAL - LABOR COSTS 514 \$ 43,037.02

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Roadway Core Specific Gravity & Laboratory Densities (T-166)	80	Each	\$ 21.00	\$ 1,680.00
Emulsified Prime Project Sample (Tack)	1	Each	\$ 40.00	\$ 40.00
Gradation, Dry Sieve Analysis plus, if needed, the 2 hour Hydrometric	4	Each	\$ 185.00	\$ 740.00
Standard Proctor Density (T-99, MT-8)	3	Each	\$ 275.00	\$ 825.00
Field Density (MT-16) or (MT-10)	70	Each	\$ 40.00	\$ 2,800.00
Liquid Limit (Material Non-Plastic) (T-90)	2	Each	\$ 85.00	\$ 170.00
Plastic Limit (T-90)	2	Each	\$ 85.00	\$ 170.00
Gran. Material (w/ < 10 mail) Gradation, Sieve Analysis (T-67, MT-22)	2	Each	\$ 175.00	\$ 350.00
Standard Proctor Density (Untreated material) (T-99, MT-8)	1	Each	\$ 175.00	\$ 175.00
Field Density (MT-16) or (MT-10)	50	Each	\$ 40.00	\$ 2,000.00
Concrete Cylinders, Compressive Strength	252	Each	\$ 20.00	\$ 5,040.00

SUB-TOTAL - FIELD AND LABORATORY \$ 13,990.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel (Estimated 156 trips at 12 miles R/T from office to project site)	1872	Miles	\$ 0.55	\$ 1,029.60

SUB-TOTAL - EXPENSE ITEMS \$ 1,029.60

TOTAL PROPOSED FEE \$ 58,056.62

NOTES:
Justification For Estimated Technician Time

	Estimated Visits
Asphalt Core Samples:	
MT 12.5-mm HMA (Estimated 7796 Ton - Average 1000 T per lot = 8 lots @ 4 cores per lot)	8
MT 19-mm HMA (Estimated 6512 Ton - Average 1000 T per lot = 7 lots @ 4 cores per lot)	7
MT 9.5-mm HMA (Estimated 4433 Ton - Average 1000 T per lot = 5 lots @ 4 cores per lot)	5
Emulsified Prime (Estimated 7347 Gal - 1 sample per 30,000 Gal)	1
Subtotal - Asphalt Samples	21
Soil Samples:	
Unclassified Excavation (existing soils) (Number of Unclassified samples depends on the variety of materials encountered in the field during construction. It is rare that in situ soils remain the same throughout a project of this size.)	2
Borrow Excavation, Cl. 3 (Travel time depends on location of Borrow Pit)	2
Crushed Stone, Size 610 (Travel time depends on location of Stockpile)	1
Subtotal - Soils Samples	5
Field Densities (Soils):	
Roadway subgrade (Sta. 11+50 to Sta. 122+00) 11150' / 2500' = 5 Lots x Phase I & II = 10 lots	10
Sidewalk subgrade (Sta. 10+50 to Sta. 71+50 LI & Sta. 34+50 to 71+40 RI) 9790' / 2500' = 4 lots	4
Roadway subbase (Sta. 11+50 to Sta. 122+00) 11150' / 2500' = 5 Lots x Phase I & II = 10 lots	10
Subtotal - Field Densities	24
Concrete Field Test:	
Class B Minor Structures (254 CY / 30 CY = 8.5)	9
Concrete Sidewalk (10603 SY @ 4" depth = 1166.33 CY / 30 CY = 38.9)	39
Concrete Curb and Gutter (17667 LF @ 0.025 CY / LF = 446.68 CY / 30 CY = 14.9)	15
Concrete Paved Ditch (425 CY / 30 CY = 2)	15
Subtotal - Concrete Field Test	78
TOTAL ESTIMATED VISITS	128
TOTAL ESTIMATED TIME @ 3.5 HOURS PER VISIT	448

Rolls and Responsibilities

Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to the service road just north of Interstate 10 (Station 10+00 – 121+68.67) in Jackson County

Construction Engineering & Inspection Services

Principal	Responsible for the the overall management of the project, coordination with the Gautier City Council, and quality control of project documentation.
Project Engineer	Responsible for day to day management of the project as identified in Exhibit 2.
Engineer Intern	Assist Project Engineer with tasks identified in Exhibit 2.
Lead Inspector (30+ years Experience)	Responsible for the daily inspection activities on the project. Maintains daily diaries, observe observes construction activities, and oversees QC Testing.
Inspector III (15 years Experience)	Reponsible for traffice control compliance, reviewing and inspecting erosion control measures during construction, and assisting the Lead Inspector on high production days.
Administrative Assistant	Responsible for document control, verifying payroll, and providing administrative support to project staff.

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

September 17, 2019
**Authorization to approve Change Order No. 1 for
the Bemis Avenue Sewer Project**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to approve Change Order No. 1 for the Bemis Avenue Sewer Project (CDBG Project #1134-18-192-PF-01).

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

WHEREAS, Change Order No. 1 would add the installation of 80 feet of six foot cedar wood fencing with 4" x 4" treated fence posts, 2" x 4" treated runners, and a 12 foot double gate around the Stonegate Lift Station for safety purposes; 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, the change order will increase the contract amount by \$3,275. The contract will increase from \$641,514 to \$644,789.

WHEREAS, Seymour Engineering and Mississippi Development Authority (MDA) have reviewed the change order and recommend 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 increase 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 Bemis Avenue Sewer Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/11/2019
Subject: Bemis Avenue Sewer Project — Change Order No. 1

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 1 for the Bemis Avenue Sewer Project (CDBG Project # 1134-18-192-PF-01).

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:

Change Order No. 1 would add the installation of 80 feet of six-foot cedar wood fencing with 4" x 4" treated fence posts, 2" x 4" treated runners, and a 12-foot double gate around the Stonegate Lift Station for safety.

The change order will increase the contract amount by \$3,275. The contract will increase from \$641,514 to \$644,789.

Seymour Engineering has reviewed the change order and recommends approval. The Mississippi Development Authority has approved the change order, as well.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the Bemis Avenue Sewer 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. MDA Approval and Change Order #1



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

September 11, 2019

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

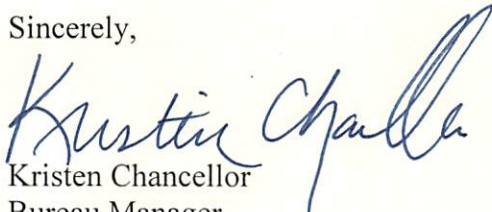
SUBJECT: Change Order #1 – City of Gautier
CDBG Project # 1134-18-192-PF-01

Dear Mayor Torjusen:

We have received your request for approval of Change Order Number One (1) for Sewer Improvements. Based on the information submitted, your requests appear reasonable. Please accept this letter as authorization to execute Change Order Number One (1).

Please remember all Change Orders must be approved by MDA prior to completing the work. If you have any questions or need assistance, please contact Katrina Smith at (601) 359-9316.

Sincerely,


Kristen Chancellor
Bureau Manager
Community Services Division

KC:ks

cc: Jason Hicks

Change Order

OWNER:

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

CHANGE ORDER NUMBER: 1**DATE:** September 4, 2019**CONTRACTOR:**

Magnolia Construction Company, L.L.C.
P.O. Box 66096
Baton Rouge, LA 70896

ENGINEER: Seymour Engineering, PLLC**PROJECT TITLE:** Bemis Avenue Sewer
Improvements

SUMMARY:

This Change Order serves to increase the contract amount.

The following Item has been added to the Contractor's scope of work: installing 80 feet of 6 foot cedar wood fencing (20' x 20' square) with 4" x 4" treated fence posts, 2" x 4" treated runners, and a 12 foot double gate around the Stonegate Lift Station.

The Change Order will increase the contract amount by \$3,275.00.

THE CONTRACT AMOUNT IS AMENDED AS SHOWN ON THE NEXT PAGE:**TOTAL THIS CHANGE ORDER**

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	\$	641,514.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	641,514.00
The Contract Sum will now Change (+)	\$	(3,275.00)
The new Contract Sum including this Change Order will be	\$	644,789.00

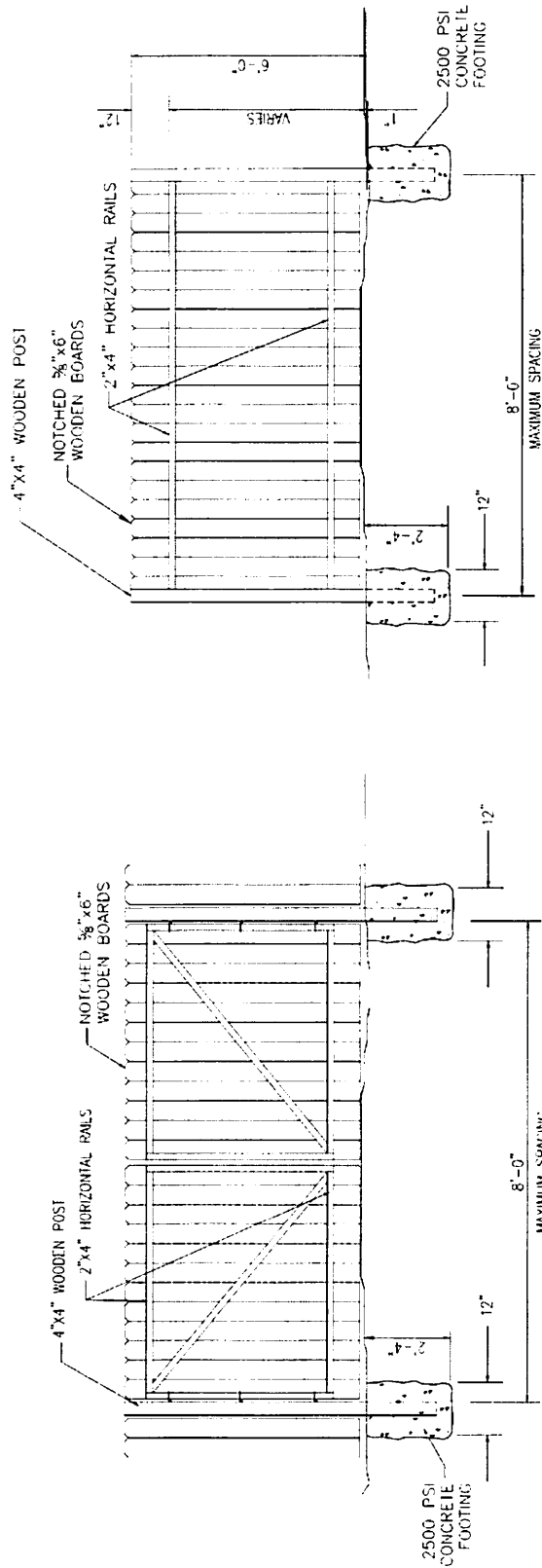
The Contract Time will not be changed

The Date of Substantial Completion as of the date of this Change Order therefore is
December 2, 2019

CONTRACTORBy: *with CAG*Date: 9/6/2019**ENGINEER**By: *Sarah McLellan, C.E.*Date: 9/4/2019**OWNER**

By: _____

Date: _____



GENERAL NOTES

1. ALL FENCING BOARDS SHALL BE 5/8" X 6" NO. 2 GRADE MATERIAL.
2. BOARDS SHALL BE CEDAR, REDWOOD, CYPRESS OR TREATED SOUTHERN PINE.
3. POSTS SHALL BE 4" X 4" SQUARE PRESSURE TREATED MATERIAL.
4. HORIZONTAL RAILS SHALL BE 2" X 4" NO. 2 PRESSURE TREATED LUMBER.
5. FENCING SHALL BE INSTALLED WITH BOARDS TOWARD THE STREET AND POSTS ON THE LEFT STATION SIDE.
6. ALL POSTS SHALL BE SET IN 2500 PSI FOOTINGS APPROXIMATELY 24" DEEP.
7. CONCRETE AROUND POSTS SHALL CURE A MINIMUM OF TWO DAYS PRIOR TO THE INSTALLATION OF ANY FENCING MATERIAL.
8. FENCING MATERIAL SHALL BE ATTACHED WITH GALVANIZED FASTENERS.
9. GATES SHALL BE BUILT FROM THE FENCING MATERIAL, EQUIPPED WITH HARDWARE AND ATTACHED WITH GALVANIZED FASTENERS.

WOODEN FENCE DETAIL

SCALE: NONE

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:
Title:

**September 17, 2019
Approve Commercial Insurance Renewals FY 2020**

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Approve renewal of commercial insurance policies through HUB International for property, casualty and liability insurance coverage for FY 2020.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, in FY 2018 the City of Gautier entered into a three (3) year agreement with HUB International to serve as the city's "Broker of Record" in regards to Property and Casualty Insurance; and

WHEREAS, HUB International has negotiated renewals with insurance providers and presented the best renewal rates and coverages to the City Manager for approval; and

WHEREAS, renewal premiums for all expiring property, casualty and liability insurance is \$296,375.89 (an increase of \$59,071.52 from FY 2019); and

WHEREAS, the city will carry coverage for the following: Commercial Property/Equipment, Auto Liability and Physical Damage, Marine Vessels, Commercial General Liability, Law Enforcement Liability, Public Officials Liability, Employment Practices Liability, Employee Crime, Data Compromise/Cyber Liability, and Police Reserves/Volunteers Accident & Sickness;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the renewal of the Property, Casualty and Liability Insurance policies for FY 2020, as presented, 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 **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, Comptroller
Date: 09/03/19
Subject: Commercial Insurance Renewal FY 2020

REQUEST:

Approve renewal of property, casualty and general liability insurance policies for FY 2020.

BACKGROUND:

In FY 2018 the City of Gautier entered into a three (3) year agreement with HUB International to serve as the city's "Broker of Record" in regards to Property and Casualty Insurance. HUB International has negotiated renewals with providers and presented the best renewal rates and coverages to the City Manager for approval.

DISCUSSION:

Total insurance premiums for FY2020 will be \$296,375.89 for all renewals. This is an increase from FY 2019 of \$59,071.52. The City will not be adding property coverage on the Utility Infrastructure at this time. Only two quotes were initially received to provide this coverage. The AmRisc quote of \$203,554.07 was the only one remaining on the table after the "Hurricane Dorian" moratorium was lifted. We will continue to pursue other avenues to acquire coverage on the system.

Coverages provided by this renewal are:

Commercial Buildings and Equipment
Auto Liability and Physical Damage
Marine Vessels
Commercial General Liability
Law Enforcement Liability
Public Officials Liability
Employment Practices Liability
Employee Crime
Data Compromise / Cyber Liability
Police Reserves/Volunteers Accident & Sickness

RECOMMENDATION:

It is recommended the Gautier City Council approve the FY 2020 renewals of all Property, Casualty and Liability Policies and the addition of property coverage for Utility Infrastructure as presented.

ATTACHMENT(S):

HUB Premium Summary FY 2020
Property Schedule
Equipment Schedule (Inland Marine)
Vehicle Schedule
Boat Schedule

PREMIUM SUMMARY

Coverage	2018-19 Expired Premiums	2019-20 Renewal Premiums	2019-20 Renewal Premiums Option #1
Commercial General Liability	\$43,953 Includes EBL	\$62,772 Includes EBL	\$62,772 Includes EBL
Data Compromise – Optional	\$1,131 \$100K Min., Limit	\$1,131 \$100K Min., Limit	\$1,131 \$100K Min., Limit
Auto Liability & Physical Damage	\$56,503	\$62,891	\$62,891
Law Enforcement Liability	\$37,039	\$46,172	\$46,172
Public Officials Liability	\$4,385	\$7,236	\$7,236
Employment Practices Liability	\$8,262	\$13,622	\$13,622
Crime	\$1,948	\$1,952	\$1,952
Property – Buildings, BPP & Inland Marine - Chronos UW	\$56,574.37	\$73,090.89	Est. \$64,350
Marine Coverage (Boats)	\$2,903	\$2,903	\$2,903
Accident & Sickness	\$2,606	\$2,606	\$2,606
Premium:	\$215,304.37	\$274,375.89	\$265,635
Broker Fee:	<u>\$22,000</u>	<u>\$22,000</u>	<u>\$22,000</u>
Total:	\$237,304.37	\$296,375.89	\$287,635
Property – Infrastructure New Coverage - \$10 Million Sublimit \$27,300,000 Total Insured Value	NEW COVERAGE	Est. \$203,775 Amrisc	Est. \$85,800 Star Indemnity
TOTAL			\$373,435

City of Gautier

Date

Diane L. Moore

Date

* Bldg No.	*Property Type	Location Name	*Street Address	*City	*State Code	*Zip	County	Is Prop within 1000 ft of saltwater	*# of Bldgs	*ISO Const	Construction Description	*# of Stories	*Orig Year Built	*Real Property Value (\$)
1	Building	City Hall	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	1988	1,137,250
2	Building	City Maintenance Barn (Blue)	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	1993	162,960
3	Building	City Storage Building (Yellow)	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	2011	259,654
4	Building	Pole Barn	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	1997	80,000
5	Other Structures	Veterans Tribute Tower	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1				2012	
6	Other Structures	Nature's Playground Sculpture	Dolphin Rd. Traffic Circle	Gautier	MS	39553	Jackson	N	1		Fine Art		2012	See
7	Building	Police Department	3329 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	2	1990	1,350,000
8	Building	Public Works Building	3305 Gautier Vancleave Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1992	302,000
9	Building	Public Works Warehouse	3305 Gautier Vancleave Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1992	548,000
10	Building	Central Fire Station	2502 College Circle	Gautier	MS	39553	Jackson	N	1		MNC	1	1984	299,150
11	Building	North Fire Station	7510 Martin Bluff Rd.	Gautier	MS	39553	Jackson	N	1		MNC	1	1984	307,314
12	Building	South Fire Station	1905 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1984	281,252
13	Building	West Fire Station	6200 Brown Rd.	Gautier	MS	39553	Jackson	N	1		MNC	1	2014	669,000
14	Building	Senior Citizens Building	914 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	406,224
15	Building	City Park Storage Building	914 1/2 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	54,980
16	Building	City Park Restrooms	914 1/3 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	43,521
17	Building	City Park Pavillion D	914 1/4 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	53,474
18	Building	City Park Pavillion E	914 1/5 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	44,138
19	Other Structures	City Park Pier/Boat Ramp	914 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	79,841
20	Building	Old School House	902 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		JM	1	1946	98,641
21	Building	Old School House Storage	902 De La Pointe Dr.	Gautier	MS	39553	Jackson	N	1		JM	1	1946	4,532
22	Building	Police Substation	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1987	224,205
23	Building	Storage Building (Bacot Park)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	21,990
24	Building	Batting Cage/Storage (Bacot Pk)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		NC	1	1997	8,463
25	Building	Restrooms (Bacot Park)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1993	53,886
26	Building	Concession Stand/Baseball (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1979	70,830
27	Building	Concession Stand/Football (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1993	57,796
28	Building	Press Box/Baseball (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	19,839
29	Building	Press Box/Football (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Frame	1	1999	38,840
30	Other Structures	Aluminum Bleachers (Bacot)	2300 Ladnier Rd.	Gautier	MS	39553	Jackson	N	1		Other	1	1998	11,507
31	Building	Bus Stop Shelter West	Hwy. 90	Gautier	MS	39553	Jackson	N	1		Frame	1	2014	50,000
32	Building	Bus Stop Shelter Central	Hwy. 90	Gautier	MS	39553	Jackson	N	1		Frame	1	2014	50,000
33	Building	Bus Stop Shelter East	Hwy. 90	Gautier	MS	39553	Jackson	N	1		Frame	1	2014	50,000
34	Other Structures	Digital Sign (Mall)	Hwy. 90/Gautier Town Center	Gautier	MS	39553	Jackson	N	1		Other	1	2014	50,000
35	Building	Pavillion (Frasier Park)	720 Frasier Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	2013	34,452
36	Building	Pavillion (Bob Hayes Park)	1528 Lima Dr.	Gautier	MS	39553	Jackson	N	1		Frame	1	2013	43,065
37		Blanket EDP	City Wide	Gautier	MS	39553	Jackson					1		175,000
38	Outdoor Prop	Outside Property	Hwy. 90 and Dolphin Rd.	Gautier	MS	39553	Jackson	N	1		(183) Light Poles	1	2011	
39	Building	Restroom Frasier Park	720 Frasier Dr.	Gautier	MS	39553	Jackson	N	1		NC	1	2014	50,000
40	Building	Log Cabin Welcome Center	1034 Graveline Rd.	Gautier	MS	39553	Jackson	N	1		Frame	2	1920	400,000
41														
42	Eqpt	Multiple Locations	Multiple Locations	Gautier	MS	39553	Jackson							
43	Building	Office Building Shepard State Park	1034 Graveline Rd.	Gautier	MS	39553	Jackson	N	1		JM	1	1989	85,000
44	Building	Mobile Home at Shepard State Park	1034 Graveline Rd.	Gautier	ms	39553	Jackson	N	1		NC	1	1989	50,000
45	Building	Water Treatment Plant Lab Bldg	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	2015	50,000
46	Other Structures	Water Treatment Plant Awning	3330 Hwy. 90	Gautier	MS	39553	Jackson	N	1		NC	1	2015	50,000
47														
48	Other Structures	City Owned Signage	\$1,000 deductible											
49	Building	Office	2715 Hwy 90	Gautier	MS	39553	Jackson	N	1		Concrete Block	1	1972	55,000
50	Building	Pavilion	2715 Hwy 90	Gautier	MS	39553	Jackson	N	1		Steel	1	1972	260,000
51	Building	Storage Shed	2715 Hwy 90	Gautier	MS	39553	Jackson	N	1		Steel	1	1972	120,000

**City of Gautier
Inland Marine Equipment**

Updated: 2/28/2019

Deductible \$1,000 per occurrence

Year	Make	Model	Vin Number	Misc. Notes	Value
2010	New Holland	B95B Backhoe	N8C511443	Backhoe/Yellow	50,000
2010	Polaris	Ranger	4XARH45A0AD100917	400cc/Cultural Svcs.	5,000
2010	Polaris	Ranger	4XARH45A4AD100919	400cc/Cultural Svcs.	5,000
2010	Polaris	Ranger	4XARH45A0AD101694	400cc/Police	5,000
2010	Polaris	Ranger	4XARH45A4AD100855	400cc/Police	5,000
	John Deere	3320 Tractor	W0300CX019812	Loader/Rec. Dept.	10,000
	Vermeer	BC600XL	1VR2091H551002750	Wood Chipper	5,000
	Mad Vac	Vacuum	11267	Industrial Vacuum	5,000
	Smith	Field Pro	02707-2722	Super Rake/Rec. Dept	8,000
	American Signal Co.	Message Board	1A9BS3332B2228426	On Trailer	15,000
	Ingersol Rand	Generator	351544UL0869		35,000
2009	Taylor TM100	Generator	IM100-22183		35,000
2009	Taylor TM140	Generator	IM140-22184		50,000
2009	Taylor TM140	Generator	IM140-22185		50,000
2009	Taylor TM200	Generator	IM200-22186		65,000
	Detroit	Generator	KW160-0065-9600		5,000
	Onan	Generator	J090048492		10,000
	Ingersol	Light Plant	4FVLSBDA9AU415076	Portable	5,000
	Ingersol	Light Plant	4FVLSBDA1AU415086	Portable	5,000
	Ingersol	Light Plant	4FVLSBDAXAU415085	Portable	5,000
	Ingersol	Light Plant	4FVLSBDA2AU415078	Portable	5,000
2015	Kubota	ZD326-RP60	12667	26HP Zero Turn Mower	13,000
2016	ExMark	E Series	Serial # 316645581	Zero Turn	8,469
			VIN#LZE8016KA60RAI		
Unk	John Deere		2155 CD3179D845966	Tractor	\$5,000
2001	New Holland			570111 Front End Loader	\$15,000
2019	American Signal Co.	T465	1A9AS4654K2228054	Portable Variable Message Sign	\$ 18,136

Added 1/15/19

Added 2/28/19

Mobile Equipment				\$500 Deductible	
19	Portable Radios	Motorola	Fire Department	3,700 each	70,300
57	Portable Radios	Motorola	Police Department	3,700 each	210,900
10	Turn Out Gear		Fire Department	3,000 per set	30,000
70	Fire Hose		Fire Department	\$550 per section	38,500
1	Cubic Defense Systems	EST2000 Simulator	Police Department		25,000
TOTAL					817,305

TRIDENT INSURANCE SERVICES: Automobile Schedule for:
City of Gautier, MS
Instructions: Submit complete information for all autos, highlighting any changes, then email to your underwriter or underwriting assistant.
*** Refer to Auto Class Codes Worksheet**
Information for the Columns below (in bold red) is required for quotation.

Veh #	Year	Make	Model	VIN (17 digits)	Class Codes*	Cost New	Valuation	Deductibles		Loss Payee or Additional Insured
								Comp	Coll	
1	2012	Ford	F150	9440	014-990	\$17,988	ACV	1,000	1,000	
2	2005	Ford	Windstar SEL	6009	7398-	\$0				
3	2005	Ford	Windstar	6637	7398-	\$0				
4	2010	Ford	Crown Victoria	2302	7398-	\$21,710	ACV	1,000	1,000	
5	2010	Chevrolet	Silverado 2500	6383	014-990	\$24,740	ACV	1,000	1,000	
6	2008	Ford	F250	7633	014-990	\$0				
7	2010	Port City	Trailer	2412	694-990	\$0				
8	2007	Ford	Ranger	9362	014-990	\$0				
9	2007	Ford	Ranger	3645	014-990	\$0				
10	2004	GMC	Sierra	0409	014-990	\$0				
11	2005	Ford	Escape	3195	7398-	\$0				
12	2010	Ford	F150	9415	014-990	\$17,894	ACV	1,000	1,000	
13	2011	Ford	F350	0648	014-990	\$22,878	ACV	1,000	1,000	
14	2007	Ford	F150	1642	014-990	\$0				
15	2006	Dodge	Ram 1500	2744	014-990	\$0				
16	2008	Ford	F350	8695	214-990	\$0				
17	2005	Ford	E350	4928	214-990	\$0				
18	1994	Chevrolet	Silverado 1500	9004	014-990	\$0				
19	2008	Ford	F350	9832	214-990	\$0				
20	2010	Ford	F150	9414	014-990	\$17,894	ACV	1,000	1,000	
21	2011	Freightliner	Dump Truck	6916	314-790	\$130,000	ACV	1,000	1,000	
22	1998	International	Bucket Truck	6148	314-990	\$0				
23	2010	Texas Bragg	Trailer	RBB4	694-990	\$0				
24	2010	Port City	Trailer	1685	694-990	\$0				
25	2010	Southern	Trailer	4549	694-990	\$0				
26	2010	Ford	F150	3408	7912-	\$26,538	ACV	1,000	1,000	
27	2010	Ford	Crown Victoria	2301	7911-	\$21,710	ACV	1,000	1,000	
28	2011	Ford	Crown Victoria	4400	7911-	\$30,000	ACV	1,000	1,000	
29	2011	Ford	Crown Victoria	4402	7911-	\$30,000	ACV	1,000	1,000	
30	2011	Ford	Crown Victoria	4403	7911-	\$30,000	ACV	1,000	1,000	
31	2011	Ford	Crown Victoria	4404	7911-	\$30,000	ACV	1,000	1,000	
32	2008	Ford	Crown Victoria	9614	7911-	\$0				
33	2008	Ford	Crown Victoria	9616	7911-	\$0				
34	2011	Ford	Crown Victoria	4406	7911-	\$30,000	ACV	1,000	1,000	
35	2007	Ford	Crown Victoria	2796	7911-	\$0				
36	2007	Ford	Crown Victoria	2798	7911-	\$0				
37	2007	Ford	Crown Victoria	2797	7911-	\$0				
38	2007	Ford	Crown Victoria	2801	7911-	\$0				
39	2011	Ford	Crown Victoria	4401	7911-	\$30,000	ACV	1,000	1,000	
40	2007	Ford	Crown Victoria	2799	7911-	\$0				
41	2011	Ford	Crown Victoria	4399	7911-	\$30,000	ACV	1,000	1,000	
42	2007	Ford	Crown Victoria	5809	7911-	\$0				
43	2007	Ford	Crown Victoria	5808	7911-	\$0				
44	2007	Ford	Crown Victoria	5805	7911-	\$0				
45	2007	Ford	Crown Victoria	5804	7911-	\$0				
46	2007	Ford	Crown Victoria	5806	7911-	\$0				
47	2007	Ford	Crown Victoria	5811	7911-	\$0				
48	2007	Ford	Crown Victoria	2804	7911-	\$0				
49	2007	Ford	Crown Victoria	5803	7911-	\$0				
50	2011	Ford	Crown Victoria	4405	7911-	\$30,000	ACV	1,000	1,000	
51	2014	Dodge	Charger	2400	7911-	\$27,177	ACV	1,000	1,000	
52	2014	Dodge	Charger	2411	7911-	\$27,177	ACV	1,000	1,000	
53	2014	Dodge	Charger	2413	7911-	\$27,177	ACV	1,000	1,000	
54	2014	Dodge	Charger	2416	7911-	\$26,437	ACV	1,000	1,000	
55	2014	Dodge	Charger	1277	7911-	\$27,177	ACV	1,000	1,000	
56	2004	Ford	Expedition	6160	7912-	\$0				
57	2007	Ford	Crown Victoria	5810	7911-	\$0				
58	2010	Ford	E350 Van	6004	7912-	\$22,903	ACV	1,000	1,000	
59	2007	Ford	Crown Victoria	5807	7911-	\$0				
60	2007	Ford	Crown Victoria	5802	7911-	\$0				
61	2005	Jeep	Grd. Cherokee	0508	7398-	\$0				
62	2005	Chrysler	Model 300	5238	7911-	\$0				
63	2007	Dodge	Charger	0687	7911-	\$0				
64	2013	Ford	F150	4435	7912-	\$25,182	ACV	1,000	1,000	
65	2005	Ford	F250	6487	7912-	\$0				
66	2001	Nissan	Pathfinder	0652	7911-	\$0				
67	2006	Ford	Fusion	3497	7911-	\$0				
68	2009	Carry On	Trailer 5x8	3445	694-990	\$0				
69	1987	E-1	Pumper	7119	7909-	\$0				
70	2008	Pierce	Contender	8330	7909-	\$330,000	ACV	1,000	1,000	
71	2009	Pierce	Contender	0171	7909-	\$344,962	ACV	1,000	1,000	
72	2005	Pierce	Pumper	5504	7909-	\$289,868	ACV	1,000	1,000	
73	1999	E-1	Pumper	0806	7909-	\$250,000	ACV	1,000	1,000	
74	1994	Freightliner	Pumper	7094	7909-	\$0				
75	1999	Ford	F550	3091	7909-	\$0				
76	2000	GMC	Sierra 3500	7131	7909-	\$0				
77	2003	Chevrolet	Silverado	8409	7909-	\$0				
78	2003	Ford	Taurus	2258	7908-	\$0				
79	2010	Ford	F350	8237	7909-	\$22,869	ACV	1,000	1,000	
80	1997	Ford	Ambulance	5577	7919-	\$0				
81	1999	Chevrolet	Tahoe	5722	7912-	\$0				
82	2013	Ford	F550	3104	7909-	\$164,151	ACV	1,000	1,000	
83	2007	Harley Davidson	Motorcycle	2730	7942-	\$0				
84	2014	Dodge	Ram 5500 Bucket Tk	0778	7911-	\$90,000	ACV	1,000	1,000	
85	2016	Dodge	Charger	6808	7912-	\$23,212	ACV	1,000	1,000	
86	2016	Dodge	Charger	2405	7912-	\$23,212	ACV	1,000	1,000	
87	2016	Dodge	Charger	2404	7912-	\$23,212	ACV	1,000	1,000	
88	2016	Dodge	Charger	2406	7912-	\$23,212	ACV	1,000	1,000	
89	2016	Dodge	Charger	6223	7912-	\$23,212	ACV	1,000	1,000	

Veh #	Year	Make	Model	VIN (17 digits)	Class Codes*	Cost New	Valuation	Deductibles		Loss Payee or Additional Insured
								Comp	Coll	
90	2009	Ford	F250 FX4 Truck	5314	014-990	\$25,000	ACV	1,000	1,000	
91	2016	Ford	F150 SSV Supercab	9591	014-990	\$27,000	ACV	1,000	1,000	
92	2008	Harley Davidson	Motorcycle	1HD1FMM188Y704889	7948-	\$0				
93	2017	Ferrara	Cinder	1F945472XHH140574	7909-	\$425,000	ACV	1,000	1,000	
94	2017	Ford	Interceptor	1FM5K8AR3HGD07530	7912-	\$42,645	ACV	1,000	1,000	
95	2017	Dodge	Charger	2C3CDXAT1HH629684	7911-	\$26,599	ACV	1,000	1,000	
96	2017	Dodge	Charger	2C3CDXAT3HH629685	7911-	\$26,599	ACV	1,000	1,000	
97	2017	Dodge	Charger	2C3CDXAT5HH629686	7911-	\$26,599	ACV	1,000	1,000	
98	2017	Dodge	Charger	2C3CDXAT7HH629687	7911-	\$26,599	ACV	1,000	1,000	
99	2017	Dodge	Charger	2C3CDXAT9HH629688	7911-	\$29,599	ACV	1,000	1,000	
100	2017	Dodge	Charger	2C3CDXAT0HH629689	7911-	\$29,599	ACV	1,000	1,000	
101	2018	Ford	Explorer Interceptor	1FM5K8AR8JGA57823	7912-	\$29,719	ACV	1,000	1,000	
102	2018	Ford	Explorer Interceptor	1FM5K8AR7JGB80724	7912-	\$30,719	ACV	1,000	1,000	
103	2018	Ford	Explorer Interceptor	1FM5K8AR6JGB67768	7912-	\$30,719	ACV	1,000	1,000	
104	2018	Dodge	Charger	2C3CDXAT7JH292458	7911-	\$33,571	ACV	1,000	1,000	
105	2018	Dodge	Charger	2C3CDXAT9JH292459	7911-	\$33,571	ACV	1,000	1,000	
106	2018	Dodge	Charger	2C3CDXAT3JH292456	7911-	\$33,571	ACV	1,000	1,000	
107	2018	Dodge	Charger	2C3CDXAT5JH292457	7911-	\$33,571	ACV	1,000	1,000	
108	2001	Navistar International	4700 LP 4x2	1HTSLAAL91H354782	7908-	\$20,000	ACV	1,000	1,000	
109	2018	Nissan	Kicks	3N1CP5CU3JL509611	7398-	\$19,210	ACV	1,000	1,000	
110	2019	Nissan	Frontier	1N6AD0EV8KN706830	014-990	\$28,900	ACV	1,000	1,000	
111	2019	Nissan	Frontier	1N6AD0EVCN706750	014-990	\$28,900	ACV	1,000	1,000	
112	1990	Ford	F350	1FDJF37H4LNB01271	014-990	\$0				
113	2019	Ford	F250	1FT7W2A67KED14648	014-990	\$26,937	ACV	1,000	1,000	
114	2019	Ford	F150	1FTEW1E53KFA06955	014-990	\$31,953	ACV	1,000	1,000	
115	2019	Dodge	Caravan	2C4RDGBG6KR650023	014-990	\$26,059	ACV	1,000	1,000	
116	2019	Ford	F350	1FT8W3A64KEE58331	214-990	\$26,203	ACV	1,000	1,000	
117	2019	Ford	F350	1FT8W3A66KEE58332	214-990	\$26,203	ACV	1,000	1,000	
118	2019	Ford	F150	1FTEW1E54KKD50186	014-990	\$32,000	ACV	1,000	1,000	
119	2019	Ford	F150	1FTEW1E52KKD50185	014-990	\$32,000	ACV	1,000	1,000	
120	2019	Ford	F150	1FTEW1E56KKC27120	014-990	\$32,203	ACV	1,000	1,000	
ADD	2019	Ford	F150	1FTEW1E54KFB84549						

City of Gautier
Boat Schedule

Year	Make	Model	Vin Number	Misc. Notes	Value
2010	Cobia	21.5 Open Fish.	CBASX0003B010		25,000
2010	Yamaha	150 HP	1S9BB2121AW542736	4 stroke	INC.
2010	Sport Trailer	TAL2010			2,000
1999	Zodiac	H920 Cabin RIB	XDC92006C999	30' Feet	40,000
2005	Yamaha	250 HP	Port: 6P2X1006306	4 stroke	
2005	Yamaha	250 HP	Strbd: 6P3X1004120	4 stroke	
2000	Myco Trailer	MG31XHTA	4JFBS3027YB004407		

**CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet**

Council Meeting:
Title:

**September 17, 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 000-2018

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 17, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	193141	09/17/2019	09/03/2019				
	Account Number	Description		Invoice #	Date	P.O.	2,280.00	
	001-092-698	OCT 2019 NETWORK SERVICES		3901	08/14/2019		Amount	2,280.00
001	O'REILLY AUTO PARTS	193142	09/17/2019	09/03/2019				
	Account Number	Description		Invoice #	Date	P.O.	875.10	
	001-090-638	OIL FILTER: V# 9415		1978139861	08/07/2019		Amount	2.69
	001-090-638	1QT MOTOR OIL (6): V# 9415		1978139861	08/07/2019			23.94
	001-161-638	CARBON TAP: FIRE ENGINES		1978139961	08/08/2019			9.99
	001-100-570	FUEL FILTER: U #15314		1978140608	08/15/2019			26.26
	001-100-570	AC HOSE ASSY: U #66		1978141054	08/20/2019			92.19
	001-100-570	BATT, CORE CHG, ORIFICE TUBE		1978141061	08/20/2019			149.41
	001-100-570	CDT RTN: CORE EXG U #17530		1978141061	08/20/2019			-18.00
	001-161-638	12OZ FREON (2): ENG 2		1978141260	08/22/2019			25.98
	001-161-638	FAN ASSY, 16" PUSHER: ENG 2		1978141275	08/22/2019			158.51
	001-100-570	COOLANT HOSE: U #45		1978141309	08/22/2019			36.24
	001-100-570	1QT TRANS FLD (6):POLICE DEPT		1978141345	08/23/2019			41.94
	001-100-570	12OZ BRAKE FLD: POLICE DEPT		1978141345	08/23/2019			1.99
	001-100-570	WING REG ASSY: U #14435		1978141734	08/27/2019			96.45
	001-100-570	NEW WTR PUMP: U #11277		1978141825	08/28/2019			98.04
	001-100-570	THERMOSTAT: U #11277		1978141834	08/28/2019			17.00
	001-100-570	COOL TEM SEN, PULLEY: U #11277		1978141844	08/28/2019			39.38
	001-100-570	PULLEY (2): U #11277		1978141844	08/28/2019			23.38
	001-090-638	14OZ BRAKE CLN (6): U #11277		1978141844	08/28/2019			14.95
	001-090-638	OIL FILTER, HEADLIGHT BULB		1978141876	08/28/2019			10.82
	001-090-638	1QT MOTOR OIL (6)		1978141876	08/28/2019			23.94
001	BELL AUTO PARTS INC	193147	09/17/2019	09/04/2019				
	Account Number	Description		Invoice #	Date	P.O.	280.07	
	001-170-639	PULLEY, SPINDLE: EXMARK MOWER		D057716	08/27/2019		Amount	220.12
	001-170-639	SHAFT: EXMARK MOWER		D057716	08/27/2019			59.95
001	TEC	193158	09/17/2019	09/04/2019				
	Account Number	Description		Invoice #	Date	P.O.	103.48	
	001-092-605	MONTHLY LONG DISTANCE		973457	09/01/2019		Amount	103.48
001	LOWES HOME CENTERS INC	193160	09/17/2019	09/05/2019				
	Account Number	Description		Invoice #	Date	P.O.	1,158.30	
	001-170-559	SAFETY MASK, BLANK KEY (8)		909893	07/25/2019		Amount	29.46
	001-170-559	20V MAX LIT ION CHRGR		901566	07/25/2019			37.98
	001-170-559	REF CAUTION TAPE, CFT PLIER		909040	07/26/2019			26.56
	001-170-559	KOBALT SCREWDRIVER SET		909040	07/26/2019			14.23
	001-170-559	2GAL DECK SPRAYER		909040	07/26/2019			20.87
	001-170-559	2X2X42 BALUSTER (16)		909040	07/26/2019			14.72
	001-170-559	2PK WASP SPRAY, PRIMER, PAINT		909040	07/26/2019			12.47
	001-170-559	KOBALT 3PC PLIERS & WRENCH		909040	07/26/2019			17.56
	001-170-559	CLAW HAMMER, 25FT TAPE MEASURE		909040	07/26/2019			14.22
	001-170-559	19PC SCREWDRVR BIT SET		900940	07/26/2019			10.44
	001-170-559	HD FLASHLIGHT, SPRAY PAINT		909040	07/26/2019			22.95
	001-170-559	100CT BLACK CABLE TIES		909040	07/26/2019			14.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	193160	09/17/2019	09/05/2019			1,158.30	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-635	RUBBER FLAPPER	909308	08/01/2019		11.39		
	001-205-639	KEY CLIP, 6PC PAINT KIT	901165	08/01/2019		22.01		
	001-161-559	32CT NIAGARA WATER (5)	902504	08/01/2019		18.90		
	001-161-559	TOOL BAG, 25W BULB, 75FT HOSE	902504	08/01/2019		61.70		
	001-092-639	128-OZ PRIMER, CAN OPENER	911011	08/01/2019		22.38		
	001-092-639	630-OZ PAINT	911011	08/01/2019		109.26		
	001-092-639	CDT RTN:620-OZ STMCOAT LATEX	914164	08/02/2019		-94.04		
	001-170-639	VELCRO (3)	909972	08/03/2019		9.33		
	001-170-639	WD-40, 20AMP OUTLET	902893	08/05/2019		26.76		
	001-170-639	20AMP OUTLET OUTLET	902952	08/05/2019		21.65		
	001-205-559	DW 20V TOOL COMBO KIT	902940	08/05/2019		141.55		
	001-100-559	SUPPLIES: PRESERVE EVIDENCE	914416	08/06/2019		80.91		
	001-205-560	KEYED ENTRY DOORKNOB: SHOP	901067	08/06/2019		35.13		
	001-170-559	200FT CAUTION TAPE (2)	909912	08/09/2019		12.32		
	001-205-559	10GAL SHOP VAC, DRAIN AUGER	901591	08/09/2019		60.10		
	001-170-559	800PK CABLE TIES	909603	08/12/2019		19.75		
	001-205-639	PVC CEMENT, 3FT HOSE, ADAPTER	901351	08/13/2019		39.41		
	001-170-634	REPR BRIDGE: GM CITY PARK	901693	08/15/2019		184.88		
	001-170-559	ADJUST FACESHIELD (3)	901633	08/21/2019		46.95		
	001-170-559	ADJUST FACESHIELD (2)	901646	08/21/2019		31.32		
	001-205-559	DOOR HANDLE, BLANK KEY (2)	901874	08/22/2019		60.56		
001	CABLE ONE INC	193162	09/17/2019	09/06/2019			130.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	SEP 2019: #107571481	08252019	09/01/2019		130.07		
001	GOVERNMENT BRANDS SHARED SERVICES	193169	09/17/2019	09/06/2019			1,475.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	SEP 2019 COURT SUPPORT	1-45206	09/03/2019		1,475.00		
001	CENTERPOINT ENERGY	193170	09/17/2019	09/06/2019			26.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE STN:7/30-8/26/19	11000885-1	09/03/2019		15.89		
	001-161-630	SOUTH FIRE STN:7/30-8/26/19	11000999-0	09/03/2019		10.22		
001	COG HEALTH BENEFIT RESERVE	193171	09/17/2019	09/06/2019			92,424.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-480	EXPENSE EST INSURANCE BAL	FY 2019	09/31/2019		3,363.00		
	001-022-480	EXPENSE EST INSURANCE BAL	FY 2019	09/31/2019		16,073.00		
	001-040-480	EXPENSE EST INSURANCE BAL	FY 2019	09/31/2019		16,592.00		
	001-090-480	EXPENSE EST INSURANCE BAL	FY 2019	09/31/2019		1,296.00		
	001-100-480	EXPENSE EST INSURANCE BAL	FY 2019	09/31/2019		52,940.00		
	001-205-480	EXPENSE EST INSURANCE BAL	FY 2019	09/31/2019		2,160.00		
001	AUTO TRUCK AND TRAILER PARTS INC	193173	09/17/2019	09/09/2019			2,624.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	BATT: U #15804	276920	07/29/2019		105.00		
	001-161-638	ANTIFREEZE: ENG 5	277029	08/02/2019		47.40		
	001-100-570	HARNES: PD MOBILE COMM	277014	08/01/2019		73.54		
	001-100-570	SWITCH: PD MOBILE COMM	277025	08/01/2019		171.00		
	001-100-570	BULB (2): PD MOBILE COMM	276977	08/01/2019		18.90		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	193173	09/17/2019	09/09/2019			2,624.76	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	1GAL ROTELLA: BACKHOE	277072	08/05/2019		16.50		
	001-170-639	OIL & FUEL FILTER (2): BACKHOE	277114	08/07/2019		62.60		
	001-170-639	1GAL ROTELLA (3): BACKHOE	277114	08/07/2019		49.50		
	001-170-559	WRENCH	277114	08/07/2019		4.75		
	001-170-639	1GAL ROTELLA: BACKHOE	277121	08/07/2019		16.50		
	001-161-638	1GAL ROTELLA (3): FIRE ENGINES	277152	08/08/2019		49.50		
	001-100-570	BATT: U #14399	277162	08/08/2019		105.00		
	001-161-638	FILTER: ENG 2	277179	08/10/2019		24.50		
	001-161-638	AIR COMPRESSOR: ENG 2	277207	08/12/2019		19.95		
	001-161-638	PURGE VALVE: ENG 2	277237	08/12/2019		44.35		
	001-161-638	AIR DRYER: ENG 2	277222	08/12/2019		189.00		
	001-161-638	BRAKE AIR HOSE: ENG 2	277257	08/13/2019		14.50		
	001-100-570	OIL: U #15314	277290	08/14/2019		4.62		
	001-100-570	BATT: U #16223	277359	08/19/2019		130.00		
	001-161-638	3/4 HEATER HOSE: ENG 2	277368	08/19/2019		8.00		
	001-161-638	BLOW NOZZLE, COOL ADDITIVE (2)	277403	08/20/2019		21.69		
	001-161-638	VALVE, FUEL & OIL FILTER: ENG 2	277403	08/20/2019		89.39		
	001-161-638	COOLANT & FUEL FILTER: ENG 2	277403	08/20/2019		61.70		
	001-161-638	5GAL ROTELLA: ENG 2	277415	08/20/2019		75.00		
	001-161-638	ROTOR (2), BRAKE PADS: ENG 2	277413	08/20/2019		1,122.00		
	001-161-638	FUEL CAP: ENG 3	277521	08/26/2019		17.58		
	001-100-570	MOPAR ANTIFREEZE: U #11277	277566	08/28/2019		82.29		
001	SINGING RIVER ELECTRIC COOPERATIVE	193178	09/17/2019	09/09/2019			987.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST 94987002	08182019	08/27/2019		87.73		
	001-201-633	DOLPHIN ST 94988002	08182019	08/27/2019		77.93		
	001-201-633	DOLPHIN ST 94989002	08182019	08/27/2019		83.86		
	001-201-633	DOLPHIN ST 94990002	08182019	08/27/2019		542.41		
	001-201-633	WM PAYNE 100244001	08182019	08/27/2019		69.94		
	001-201-633	WM PAYNE 100245001	08182019	08/27/2019		125.35		
001	SINGING RIVER ELECTRIC COOPERATIVE	193179	09/17/2019	09/09/2019			2,687.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	08182019	08/27/2019		1,829.90		
	001-201-629	SIGNAL LIGHT 89113001	08182019	08/27/2019		58.17		
	001-170-631	CITY PARK RESTRMS 89912001	08182019	08/27/2019		258.32		
	001-201-633	STREET LIGHTS 90345002	08182019	08/27/2019		164.67		
	001-092-631	RECORDS BLDG 90790001	08182019	08/27/2019		226.62		
	001-170-631	FRAZIER RESTRMS 98546001	08182019	08/27/2019		41.09		
	001-170-631	SPORTS PAVILION 66582005	08182019	08/27/2019		108.61		
001	SINGING RIVER ELECTRIC COOPERATIVE	193180	09/17/2019	09/09/2019			8,831.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	08182019	08/27/2019		5,161.79		
	001-201-629	SIGNAL LIGHTS 10054	08182019	08/27/2019		680.03		
	001-092-631	CITY HALL 10054	08182019	08/27/2019		1,125.17		
	001-170-631	FRAZIER PARK 10054	08182019	08/27/2019		52.74		
	001-170-631	SENIOR BLDG 10054	08182019	08/27/2019		760.46		
	001-161-631	CENTRAL FD 10054	08182019	08/27/2019		477.84		
	001-170-631	CITY PARK 10054	08182019	08/27/2019		144.90		

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	193180	09/17/2019	09/09/2019			8,831.33	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	PUBLIC WORKS 10054		08182019	08/27/2019			402.92
	001-092-631	HWY 90 SIGN 10054		08182019	08/27/2019			25.48
001	RETAIL STRATEGIES LLC	193181	09/17/2019	09/09/2019			8,750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTING SERVICES		401-2A	09/06/2019			8,750.00
001	CABLE ONE INC	193182	09/17/2019	09/09/2019			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	SEP 2019: SR BLDG #120793682		08252019	09/01/2019			84.62
001	SINGING RIVER ELECTRIC COOPERATIVE	193183	09/17/2019	09/09/2019			1,120.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		08202019	08/28/2019			303.93
	001-170-631	BACOT PARK 10137		08202019	08/28/2019			667.14
	001-201-629	SIGNAL LIGHTS 10138		08202019	08/28/2019			126.42
	001-170-631	BACOT SPLASHPAD 103751001		08202019	08/28/2019			23.50
001	FOSTERS A/C & HEATING INC	193184	09/17/2019	09/09/2019			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	SERV CALL: COURTROOM		W1053954	08/26/2019			105.00
001	MUNICIPAL CODE CORPORATION	193187	09/17/2019	09/09/2019			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	ADMIN SUPPORT FEE 9/19-8/20		00332694	09/05/2019			350.00
001	HICOMP LLC	193189	09/17/2019	09/09/2019			1,673.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	IBM HARDWARE MAINT 9/19-9/20		7079	08/30/2019			1,673.69
001	FOSTERS A/C & HEATING INC	193190	09/17/2019	09/09/2019			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	SERV CALL: SR CENTER		W1053927	08/26/2019			105.00
001	CINTAS CORPORATION NO 2	193191	09/17/2019	09/09/2019			312.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4027455242	08/07/2019			78.07
	001-205-535	MAINTENANCE		4027394976	08/14/2019			78.07
	001-205-535	MAINTENANCE		4028386827	08/21/2019			78.07
	001-205-535	MAINTENANCE		4028938353	08/28/2019			78.07
001	BORDIS & DANOS PLLC	193193	09/17/2019	09/09/2019			12,238.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	SEP 2019 RETAINER		72	09/04/2019			10,000.00
	001-060-602	LITIGATION: BRANDYWINE		73	09/04/2019			1,683.50
	001-060-602	LITIGATION: GAUTIER ASSOCS		73	09/04/2019			277.50
	001-060-602	LITIGATION: CLEAR POINTE		73	09/04/2019			277.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLEN PURVIS & ASSOCIATES INC Account Number 001-021-688	193194	09/17/2019	09/09/2019	Description APPRAISAL: MALL SITE	Invoice # 19-805	Date 09/04/2019	P.O. 4,400.00 Amount 4,400.00
001	MSC 7511 Account Number 001-092-698	193196	09/17/2019	09/09/2019	Description FFO200-01 RENTAL FEE	Invoice # INV3258726	Date 09/05/2019	P.O. 470.88 Amount 470.88
001	SPORTS CONDUCTOR LLC DBA JARVIS Account Number 001-170-502 001-170-502	193200	09/17/2019	09/09/2019	Description 2019 FOOTBALL (67) 2019 CHEER (19)	Invoice # 4684 4684	Date 09/03/2019 09/03/2019	P.O. 339.70 Amount 264.65 75.05
001	AIRGAS USA LLC Account Number 001-205-588	193201	09/17/2019	09/09/2019	Description CYLINDER RENTAL	Invoice # 9964462874	Date 08/31/2019	P.O. 215.93 Amount 215.93
001	FUELMAN Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	193202	09/17/2019	09/09/2019	Description UNL FUEL UNL FUEL UNL & DSL FUEL UNL & DSL FUEL UNL & DSL FUEL	Invoice # NP56857752 NP56857752 NP56857752 NP56857752 NP56857752	Date 09/02/2019 09/02/2019 09/02/2019 09/02/2019 09/02/2019	P.O. 3,189.25 Amount 48.21 2,247.79 516.67 253.62 122.96
001	FUELMAN Account Number 001-090-525 001-100-525 001-161-525 001-170-525	193204	09/17/2019	09/09/2019	Description UNL FUEL UNL FUEL UNL FUEL UNL FUEL	Invoice # NP56898174 NP56898174 NP56898174 NP56898174	Date 09/09/2019 09/09/2019 09/09/2019 09/09/2019	P.O. 2,596.99 Amount 26.74 2,105.90 357.23 107.12
001	CREDIT CARD CENTER Account Number 001-170-502 001-021-681 001-001-681 001-170-513 001-170-513 001-001-509 001-001-509 001-161-681 001-001-509 001-170-502 001-170-513	193209	09/17/2019	09/09/2019	Description CHEER UNIFORM FIT KIT DEPOSIT COAST TRANSPORTATN SUMMIT (2) COAST TRNSPTN SUMMIT:TORJUSEN LICENSE FEE: MONSTER HOUSE LICENSE FEE: US SNACKS: GYMC TEAM BUILDING PIZZA: GYMC TEAM BUILDING HOTEL-MFIA SUMMER TRNG: MCCOY ROPES COURSE: GYMC TEAM BLDG CHEER UNIFORMS/POMS (37) BOOK:CHARGE ERROR (REIMBURSED)	Invoice # 1906 1906 1906 1906 1906 1906 1906 1906 1906 1906 1906	Date 08/01/2019 08/13/2019 08/14/2019 08/14/2019 08/14/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/23/2019	P.O. 4,138.43 Amount 150.00 70.00 35.00 375.00 395.00 14.57 40.64 114.00 260.00 2,675.77 8.45
001	AT&T INTERSTATE DED PRIVATE LINE SERVS Account Number 001-100-699	193223	09/17/2019	09/09/2019	Description ACCUNET T1.5 DIGITAL SERV	Invoice # 3111804440	Date 09/01/2019	P.O. 214.35 Amount 214.35

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	193224	09/17/2019	09/09/2019			139.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	OIL & FUEL FILTER: U #15314		8674	08/15/2019			48.58
	001-100-570	1GAL MOTOR OIL (4): U #15314		8674	08/15/2019			73.56
	001-100-570	FUEL FILTER CAP: U #15314		8688	08/15/2019			17.48
001	MS DEPT OF FINANCE & ADMIN	193225	09/17/2019	09/09/2019			25,937.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2019 COURT ASSESSMENT		08312019	09/03/2019			25,937.75
001	MS DEPT OF PUBLIC SAFETY	193226	09/17/2019	09/09/2019			1,621.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2019 SPECIAL ASSESSMENTS		08312019	09/03/2019			1,621.00
001	MS DEPT OF PUBLIC SAFETY	193227	09/17/2019	09/09/2019			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2019 INTERLOCK FEES		08312019	09/03/2019			250.00
001	JACKSON COUNTY ADULT DETENTION CENTER	193228	09/17/2019	09/09/2019			5,110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	AUG 2019 ADC CHGS		08312019	09/03/2019			5,110.00
001	ACE DATA STORAGE INC	193229	09/17/2019	09/09/2019			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2019 SHREDDING SERVICE		67215	09/01/2019			105.00
001	AUTOZONE INC	193230	09/17/2019	09/09/2019			61.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	MULTI-PURPOSE FUNNEL: SHOP		4907584336	08/05/2019			4.99
	001-170-638	CDT RTN: BED MAT REC TRUCK		4907584705	08/06/2019			-36.99
	001-170-638	CDT RTN: BED MAT REC TRUCK		4907584706	08/06/2019			-36.99
	001-170-639	BATT: KUBOTA MOTOR		4907594436	08/23/2019			129.99
001	C SPIRE WIRELESS	193233	09/17/2019	09/09/2019			919.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	08/31/2019			50.92
	001-022-605	HR CELL PHONE		0030759348	08/31/2019			15.59
	001-040-605	ADMIN CELL PHONES		0030759348	08/31/2019			136.03
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	08/31/2019			153.17
	001-090-698	IPAD SERVICE (3)		0030759348	08/31/2019			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	08/31/2019			98.82
	001-161-605	FIRE DEPT CELL PHONES		0030759348	08/31/2019			158.75
	001-170-605	RECREATION CELL PHONES		0030759348	08/31/2019			152.76
	001-205-605	MAINT CELL PHONE		0030759348	08/31/2019			50.92
001	MALLETTE BROTHERS CONSTRUCTION INC	193235	09/17/2019	09/10/2019			535.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	7.92 A-BASE LIMESTONE TN		20800	08/31/2019			237.60
	001-201-576	3.97 ASPHALT TN		20800	08/31/2019			297.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T GLOBAL NETWORK SERVS LLC	193237	09/17/2019	09/10/2019			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GG29911	09/01/2019			229.64
001	IDEMIA IDENTITY & SECURITY USA LLC	193240	09/17/2019	09/11/2019			3,607.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	5500-TPE-ED-M95 ANNUAL MAINT		123746	09/10/2019			2,170.00
	001-100-699	PRT-DUP-M95 ANNUAL MAINT		123746	09/10/2019			342.00
	001-100-699	TP-NOREMOTE ACCESS TO CUSTOMER		123746	09/10/2019			1,095.00
001	DIRECTV LLC	193241	09/17/2019	09/11/2019			152.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (OCT)		09132019	09/14/2019			152.00
001	CABLE ONE INC	193244	09/17/2019	09/11/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SEP 2019 SUBSTN: #107718827		09012019	09/08/2019			83.32
001	CABLE ONE INC	193245	09/17/2019	09/11/2019			205.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SEP 2019: #107718371		09012019	09/08/2019			205.12
001	CABLE ONE INC	193246	09/17/2019	09/11/2019			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SEP CABLE BOX: #118476316		09012019	09/08/2019			62.38
001	MS FIRE ACADEMY	193247	09/17/2019	09/11/2019			2,305.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE INVSTGTR 1033: BROWN, J		27510	08/29/2019	190892		640.00
	001-161-681	FF 1001-I-II: GOFF, IAN		27599	09/05/2019	190683		273.00
	001-161-681	FF 1001-I-II: HOLLAND, JAKE		27599	09/05/2019	190683		500.00
	001-161-681	FF 1001-I-II: PEARSON, JAMES		27599	09/05/2019	190683		500.00
	001-161-681	FIRE OFCR CLASS: FREMIN, J		27638	09/05/2019	190891		130.94
	001-161-681	FIRE OFCR CLASS: JAY, D		27638	09/05/2019	190891		130.94
	001-161-681	FIRE OFCR CLASS: LINTON, J		27638	09/05/2019	190891		130.94
001	GULF COAST BUSINESS SUPPLY CO	193248	09/17/2019	09/11/2019			166.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	21-OZ COMET CLEANSER (8)		193853	09/05/2019	191171		13.76
	001-161-510	96CT TISSUE		193853	09/05/2019	191171		32.99
	001-161-510	4CT 1GAL PINE CLEANER		193853	09/05/2019	191171		31.89
	001-161-510	13-OZ DISINFECTANT LYSOL (4)		193853	09/05/2019	191171		9.36
	001-161-510	BMF TOWELS 250PK (4)		193853.1	09/05/2019	191171		78.64
001	LAWRENCE PRINTING COMPANY INC	193249	09/17/2019	09/11/2019			119.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	MINUTE BOOK PAPER 11X8.5		41054	09/06/2019	191140		110.00
	001-040-559	SHIPPING		41054	09/06/2019	191140		9.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	193250	09/17/2019	09/11/2019			517.71	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	FREIGHT	324412	08/27/2019	191023		37.11	
	001-201-565	18X24 SLOW CHILDREN SIGN (6)	324412	08/27/2019	191023		159.30	
	001-201-565	12X18 NO PARKING SIGN (10)	324412	08/27/2019	191023		132.00	
	001-201-565	18X24 HANDICAP CHILD SIGN (4)	324412	08/27/2019	191023		157.24	
	001-201-565	AUDUBON LANE SIGN	324533	08/29/2019	191153		21.85	
	001-201-565	FREIGHT	324533	08/29/2019	191153		10.21	
001	MS TROPHY LLC	193251	09/17/2019	09/11/2019			32.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	NAME-SERVING BAR: SMITH, T	12200	08/28/2019	191123		32.20	
001	DOLPHIN SAFETY SUPPLY	193252	09/17/2019	09/11/2019			38.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-639	GAS HAZARD STICKER (4)	84528	09/03/2019	191162		19.36	
	001-205-639	DSL HAZARD STICKER (4)	84528	09/03/2019			19.36	
001	RAY ALLEN MANUFACTURING LLC	193253	09/17/2019	09/11/2019			166.93	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ORG 3" BALL W/LOOP HANDLE (4)	RINV103528	08/21/2019	191143		43.96	
	001-100-559	NYLON HARNESS SMALL	RINV103528	08/21/2019	191143		64.99	
	001-100-559	SHIPPING	RINV103528	08/21/2019	191143		7.99	
	001-100-559	BLACK LEATHER MUZZLE	RINV103690	08/23/2019	191143		49.99	
001	GOODYEAR AUTO CENTER	193254	09/17/2019	09/11/2019			709.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	P265/70R17 WRANGLER: U #14435	212839	08/29/2019	191146		653.36	
	001-100-638	MOUNT/BALANCE: U #14435	212839	08/29/2019			52.00	
	001-100-638	WASTE TIRE FEE: U #14435	212839	08/29/2019			4.00	
001	THE VERDIN COMPANY INC	193256	09/17/2019	09/11/2019			555.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-639	SERV CALL: VETERANS TOWER	186284	08/28/2019	191040		555.00	
001	SUN HERALD	193257	09/17/2019	09/11/2019			2,928.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	NOTICE: BUDGET PUBLIC HEARING	IO4347015	08/25/2019	191141		2,905.80	
	001-040-615	NOTICE: CDBG PUBLIC MEETING	IO4351561	08/26/2019	191149		22.80	
001	DELTA SANITATION OF MS LLC	193258	09/17/2019	09/11/2019			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	SPL EVENT RENT:PORT-O-LET (2)	0001045554	08/20/2019	191062		125.00	
001	BARNEYS POLICE AND HUNTING SUPPLIES	193259	09/17/2019	09/11/2019			336.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	S32 PANT-HIDN CARGO PKTS (3)	31650	07/12/2019	191012		150.39	
	001-100-559	S34 PANT-HIDN CARGO PKTS (3)	31650	07/12/2019	191012		150.39	
	001-100-559	ALTERATION (6)	31650	07/12/2019	191012		24.00	
	001-100-559	SHIPPING	31650	07/12/2019			12.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUPIT SIGNS INC	193261	09/17/2019	09/11/2019			99.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	3X6 BANNER: SPORT EVENT		31320A	07/25/2019	191049		99.99
001	SPORTABOUT	193262	09/17/2019	09/11/2019			4,947.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YOUTH FTBL JERSEY W/NUMBER(88)		7245	09/05/2019	191159		2,376.00
	001-170-502	YOUTH INTG FTBL PANT (88)		7245	09/05/2019	191159		2,112.00
	001-170-502	YOUTH FLAG FTBL JERSEY (18)		7245	09/05/2019	191159		342.00
	001-170-502	YOUTH FLAG FTBL SHORT (18)		7245	09/05/2019	191159		117.00
001	GRAFIX SHOPPE	193263	09/17/2019	09/11/2019			118.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	PS FRONT FENDER REFL GRAPHICS		129490	08/27/2019	191155		100.00
	001-100-638	SHIPPING: U #56		129490	08/27/2019	191155		18.00
001	SOUTHERN TIRE MART LLC DEPT 143	193264	09/17/2019	09/11/2019			1,008.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	REPL TIRE LRI & RRI: ENG 2		2500017590	09/03/2019	191104		913.34
	001-161-638	REPL WHEEL HUB PILOT: ENG 2		2500017590	09/03/2019	191104		95.00
001	HARTTECH HEATING AND AIR	193265	09/17/2019	09/11/2019			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	AC REPAIR #9: COURTROOM		149272	09/03/2019	191168		200.00
001	OCCUPATIONAL HEALTH CENTER INC	193266	09/17/2019	09/11/2019			365.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	COC DRUG SCREEN:ETHERIDGE, D		184172	09/05/2019	191145		60.00
	001-100-604	PRE-EMP PHYSICAL:LEVERETT, T		184172	09/05/2019	191092		65.00
	001-100-604	PRE-EMP DRUG SCREEN:LEVERETT, T		184172	09/05/2019	191092		30.00
	001-100-604	PRE-EMP PHYSICAL: WARD, C		184172	09/05/2019	191154		65.00
	001-100-604	PRE-EMP DRUG SCREEN: WARD, C		184172	09/05/2019	191154		60.00
	001-022-604	PST ACCIDENT SCRNS: BLANCHARD		184172	09/05/2019			85.00
001	MAGNOLIA AD STUDIO LLC	193268	09/17/2019	09/12/2019			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-615	SEP 2019 ADVERTISING PKG		1143	09/01/2019			750.00
FUND TOTAL	1 Claims	to	Checks	64 Total	208,697.63 Manual	Held	Total	208,697.63

Release date from 09/17/2019 thru 09/17/2019

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK WHITNEY CORP TRUST SERVS	193195	09/17/2019	09/09/2019			635.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	007-680-803	AGENT/ADMIN FEES:KATRINA BOND		34229	08/26/2019			635.00
FUND TOTAL	7 Claims	to	Checks	1 Total	635.00 Manual	Held	Total	635.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	CREDIT CARD CENTER	193207	09/17/2019	09/09/2019			702.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-681	UNIFORM SHIRT	4023	07/31/2019			48.00	
	157-100-681	WIRELESS FEE: FBI ACADEMY	4023	08/09/2019			39.95	
	157-100-681	ROUND TRIP FLIGHT: C BAXTER	4023	08/12/2019			569.83	
	157-100-681	PRINTER CARTRIDGE	4023	08/13/2019			44.22	
157	CREDIT CARD CENTER	193231	09/17/2019	09/09/2019			1,413.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	MS SURFACE PRO 6 I5 BLACK	1906	08/19/2019			999.00	
	157-100-799	THULE GAUNTLET4 CASE BLACK	1906	08/19/2019			89.95	
	157-100-799	SURFACE PEN BLACK	1906	08/19/2019			99.99	
	157-100-799	SURFACE MOBILE MOUSE COBALT	1906	08/19/2019			34.99	
	157-100-799	2YR ADH-GEEK SQUAD COVERAGE	1906	08/19/2019			189.99	
157	BARNEYS POLICE AND HUNTING SUPPLIES	193260	09/17/2019	09/11/2019			905.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	HOLSTER ALS/SLS GLK19/23 (5)	00123630-3	09/09/2019	190930		905.90	
FUND TOTAL 157 Claims	to	Checks	3 Total	3,021.82 Manual		Held	Total	3,021.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	STEINER SAW & MOWER	193148	09/17/2019	09/04/2019			84.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BELT, BOLT & NUT: SCAG MOWER		960677	08/22/2019			84.00
176	LOWES HOME CENTERS INC	193161	09/17/2019	09/05/2019			278.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	BOARD UP SUPPLIES: LOG CABIN		902348	07/31/2019			120.48
	176-170-635	OSB SHEATHING		902391	07/31/2019			7.27
	176-170-635	STRIP (3), 50CFM BATHROOM FAN		902234	08/19/2019			20.72
	176-170-635	10FL WEATHER ROOF		902234	08/19/2019			4.70
	176-170-635	STEEL SLAB DOOR		902234	08/19/2019			125.42
176	SINGING RIVER ELECTRIC COOPERATIVE	193185	09/17/2019	09/09/2019			1,836.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		08202019	08/28/2019			1,788.32
	176-170-631	HOUSE 76855002		08202019	08/28/2019			48.16
176	FUELMAN	193205	09/17/2019	09/09/2019			25.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP56898174	09/09/2019			25.49
176	CREDIT CARD CENTER	193208	09/17/2019	09/09/2019			21.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	LOGO: SHEPARD WEBSITE		1906	08/01/2019			21.38
176	C SPIRE WIRELESS	193234	09/17/2019	09/09/2019			50.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	08/31/2019			50.92
FUND TOTAL 176 Claims	to	Checks	6 Total	2,296.86 Manual		Held	Total	2,296.86

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	193242	09/17/2019	09/11/2019			364.16	
	Description PRELIM & DESIGN ENGINEERING			Invoice # 7182	Date 09/06/2019	P.O.	Amount	364.16
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-603	193243	09/17/2019	09/11/2019			301.00	
	Description PRELIM & DESIGN ENGINEERING			Invoice # 7183	Date 09/06/2019	P.O.	Amount	301.00
FUND TOTAL 353 Claims	to	Checks	2 Total	665.16 Manual		Held	Total	665.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	193143	09/17/2019	09/03/2019			101.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	OIL FILTER:CONT/PROJECT ADMSTR		1978139229	08/01/2019		2.69	
	400-650-638	1QT OIL(7):CONT/PROJECT ADMSTR		1978139229	08/01/2019		45.43	
	400-650-638	OIL FILTER (2): MR TRUCKS		1978139720	08/06/2019		5.50	
	400-650-638	1QT OIL (12): MR TRUCKS		1978139720	08/06/2019		47.88	
400	JACKSON COUNTY UTILITY AUTHORITY	193159	09/17/2019	09/04/2019			180,418.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	SEPT 2019 TREATMENT CHGS		513	09/01/2019		181,416.00	
	400-651-668	FY 2018 ACTUAL FLOW ADJ		513	09/01/2019		-998.00	
400	CLEARWATER SOLUTIONS LLC	193165	09/17/2019	09/06/2019			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	AUG 2019 OPERATION FEE		GAUTIER081	09/01/2019		170,690.75	
400	COG HEALTH BENEFIT RESERVE	193172	09/17/2019	09/06/2019			51,866.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-480	EXPENSE EST INSURANCE BAL		FY 2019	09/31/2019		51,866.00	
400	TYLER TECHNOLOGIES INC	193174	09/17/2019	09/09/2019			3,459.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	INCODE COMPONENT: ANNUAL FEE		025-269946	09/01/2019		2,520.00	
	400-650-698	EQUIP MAINT: 3 EPSON PRINTER		025-269946	09/01/2019		609.00	
	400-650-698	EQUIP MAINT: 3 BAR CODE SCNR		025-269946	09/01/2019		210.00	
	400-650-698	EQUIP MAINT: 3 AUTO CASH DRWR		025-269946	09/01/2019		120.00	
400	CITY OF GAUTIER	193175	09/17/2019	09/09/2019			133,808.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	AUG 2019 GARBAGE PMTS		08312019	08/31/2019		133,808.90	
400	SINGING RIVER ELECTRIC COOPERATIVE	193186	09/17/2019	09/09/2019			8,782.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		08182019	08/27/2019		268.56	
	400-651-631	LIFT STATIONS 17882		08182019	08/27/2019		2,663.29	
	400-651-631	WATER WELLS 17882		08182019	08/27/2019		4,223.29	
	400-651-631	CITY HALL SOUTH 17882		08182019	08/27/2019		1,627.21	
400	SINGING RIVER ELECTRIC COOPERATIVE	193188	09/17/2019	09/09/2019			4,456.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		08202019	08/28/2019		223.07	
	400-651-631	LIFT STNS 17883		08202019	08/28/2019		1,958.42	
	400-651-631	LIFT STNS 17884		08202019	08/28/2019		2,275.18	
400	COGENT STRATEGIES LLC	193192	09/17/2019	09/09/2019			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1634	09/04/2019		7,500.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	193197	09/17/2019	09/09/2019			89.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2019 SERV CHGS		10612478	09/01/2019			80.00
	400-650-698	TAXES/FEES		10612478	09/01/2019			9.24
400	BANCORPSOUTH EQUIPMENT FINANCE	193198	09/17/2019	09/09/2019			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		10042019	10/04/2019			143,724.87
400	WASTE MANAGEMENT OF MS-GLF COAST INC	193199	09/17/2019	09/09/2019			672.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMBERLANE		6992474768	09/03/2019			672.99
400	FUELMAN	193203	09/17/2019	09/09/2019			170.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP56857752	09/02/2019			170.19
400	FUELMAN	193206	09/17/2019	09/09/2019			88.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP56898174	09/09/2019			88.18
400	CREDIT CARD CENTER	193232	09/17/2019	09/09/2019			144.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	RAGLAN SLEEVE TEE (18)		1906	08/07/2019			144.93
400	MALLETTE BROTHERS CONSTRUCTION INC	193236	09/17/2019	09/10/2019			496.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	16.54 RAP TN		20800	08/31/2019			496.20
400	IRBY'S ANSWERING SERVICE	193238	09/17/2019	09/10/2019			639.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	HOLIDAY CHARGES		277-090419	09/04/2019			12.00
	400-650-698	683 MINUTES		277-090419	09/04/2019			213.90
	400-650-698	BASE RATE: 9/4 - 10/1/2019		277-090419	09/04/2019			414.00
400	HARTTECH HEATING AND AIR	193239	09/17/2019	09/11/2019			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	REPL CONDENSER MOTOR		149277	09/10/2019			250.00
400	C & M ELECTRIC MOTOR SERVICE INC	193255	09/17/2019	09/11/2019			1,217.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CAPACITOR (10): LS SPARES		12161	08/23/2019	191161		118.50
	400-651-584	3HP SUB PUMP: GARDENLANE LS		12165	09/03/2019	191195		1,098.60
400	LYMAN WELL COMPANY	193267	09/17/2019	09/11/2019			3,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	INSTALL MOTOR: MALL WELL		18279	08/29/2019	191157		600.00
	400-651-581	FLOW TEST (8):MSDH INSPECTION		18281	09/04/2019	191160		3,200.00
FUND TOTAL 400 Claims	to	Checks	20 Total	712,376.77	Manual	Held	Total	712,376.77

115

FUND	1	Claims	to	Checks	64	Total	208,697.63	Manual	Held	Total	208,697.63
FUND	7	Claims	to	Checks	1	Total	635.00	Manual	Held	Total	635.00
FUND	157	Claims	to	Checks	3	Total	3,021.82	Manual	Held	Total	3,021.82
FUND	176	Claims	to	Checks	6	Total	2,296.86	Manual	Held	Total	2,296.86
FUND	353	Claims	to	Checks	2	Total	665.16	Manual	Held	Total	665.16
FUND	400	Claims	to	Checks	20	Total	712,376.77	Manual	Held	Total	712,376.77
FUND	404	Claims	to	Checks	1	Total	105,153.84	Manual	Held	Total	105,153.84
Total for all Funds				Checks	97	Total	1,032,847.08	Manual	Held	Total	1,032,847.08

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Approval of a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 316

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

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of two sets of portable lights for the annual Community Trunk or Treat from October 30, 2019 through October 31, 2019 for security purposes; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of two sets of portable lights for the annual Community Trunk or Treat from October 30, 2019 through October 31, 2019 for security purposes is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 9/5/2019
Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of two sets of portable lights for the annual Community Trunk or Treat

REQUEST:

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

BACKGROUND:

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

DISCUSSION:

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

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENTS:

1. MGCCC Request 2019

"Making a positive difference..."

August 27, 2019

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

Dear Ms. Bilbo,

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

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

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

Sincerely,



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

TF/ad

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Approval of minutes from Regular Council Meeting
held September 3, 2019 and Recessed Budget Meeting
held September 10, 2019.

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Regular Council Meeting held September 3, 2019 and Recessed Budget Meeting held September 10, 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 Regular Council Meeting held September 3, 2019 and Recessed Budget Meeting held September 10, 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 17, 2019.

**Tuesday
September 3, 2019
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 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
September 3, 2019 @ 6:30PM**

- 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. 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**

I. 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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II. 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**

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**

Recess until September 10, 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 Consent Agenda Item #3- Approval of the FY 2018 Continuing Disclosure Submission prepared by Butler Snow, LLP

Councilman Vaughan 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. 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
-

PRESENTATION

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



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



Petra



CHEVROLET



Cadillac

& THE CITY OF GAUTIER

present

ROCKIN' the ROUNDABOUT in GAUTIER

FREE EVENT!

LIVE MUSIC
4th Friday
of the
month
6-8:30 p.m.



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 PEOPLE'S 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

A public hearing was conducted regarding the FY 2020 Budget.

Councilman Colledge made the motion to approve and adopt a resolution fixing the Municipal Tax Levy, as presented.

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

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

RESOLUTION NUMBER 034-2019

**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 31.09 mills on each dollar (\$1.00) valuation
Provide for general operations and improvements

For Public Safety purposes 2.80 mills on each dollar (\$1.00) valuation
Provide exclusively for Police and Fire Department operations

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 **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**

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

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

Councilman Colledge made the motion to enter into a Professional Service Agreement with Seymour Engineering for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements (Restore Act), as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 178-2019

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 **Councilman Colledge**, 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 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:

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

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

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

DATE:

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

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

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____**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. SUCCESSIONS 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.mdms.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)

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 Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 179-2019

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 Anderson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	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	Description		Invoice #	Date	P.O.	Amount	
	354-722-603	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

Councilman Colledge made the motion to approve Consent Agenda Items 1, 2, and 4, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 180-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, and 4 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 Jackson** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 181-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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:

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

ORDER NUMBER 182-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 183-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilman Colledge made the motion to enter closed session to determine whether executive session was necessary and proper. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss JCUA Litigation. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

Discussion was held. No action was taken during executive session.

Councilman Colledge made the motion to re-enter open session. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to recess until September 10, 2019 at 6:00 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 17, 2019.

Tuesday
September 10, 2019
Gautier, Mississippi

BE IT REMEMBERED THAT A BUDGET MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held September 10, 2019 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Cameron George, Richard Jackson, 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
September 10, 2019 @ 6:00PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

IV. Presentation Agenda

I. Business Agenda

- 1. Resolution approving and adopting the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020.**

	STAFF PRESENTATION		PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)		MOTION COUNCIL DISCUSSION/QUESTIONS		VOTE
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- 2. Creation, reclassification, and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions**

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

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

Recess until September 17, 2019 at 6:30 PM
www.gautier-ms.gov

Meeting was called to Order by Mayor Torjusen at 6:00 pm

Councilman Colledge made the motion to approve the agenda order. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

ANNOUNCEMENTS

None

PRESENTATION

None

Councilman Colledge made the motion to approve and adopt the Budget of the City of Gautier for the fiscal year beginning October 1, 2019 and ending September 30, 2020, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 035-2019

RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE CITY OF GAUTIER, MISSISSIPPI FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have prepared a complete budget of the municipal revenues and expenses estimated for fiscal year 2019-2020 as required by Section 21-35-3, et seq., of the Mississippi Annotated Code of 1972; and

WHEREAS, the Mayor and Members of the Council have studied and considered the budget, a copy of which is attached and finds that the budget is sufficient and prepared according to law for the fiscal year aforesaid; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the City Council and published as required by law.

IT IS FURTHER ORDERED that the contracts for the City Attorney and City Manager are amended and revised in accordance with the relevant budgetary provisions.

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

Motion 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 September 10, 2019.

City of Gautier
October 1, 2019 - September 30, 2020
Annual Budget

GENERAL FUND: FUND 001	Amended BUDGET FY 2019	PROPOSED BUDGET FY 2020
REVENUES		
Licenses & Permits	\$ 97,000.00	\$ 100,000.00
Inter-Governmental Revenue:		
In Lieu of Taxes	\$ 352,000.00	\$ 352,000.00
Franchise Fees	\$ 148,000.00	\$ 148,000.00
General Sales Tax	\$ 2,235,000.00	\$ 2,260,000.00
ABC Licenses	\$ 13,000.00	\$ 13,000.00
Homestead Reimbursement	\$ 95,000.00	\$ 100,000.00
Motor Fuel Tax	\$ 15,000.00	\$ 15,000.00
Shared Revenues - Road Tax	\$ 487,000.00	\$ 514,000.00
Shared Revenues - Recreation	\$ 138,000.00	\$ 140,000.00
JCBS Inter Local Funds	\$ 150,000.00	\$ -
Rail Car Tax	\$ 2,500.00	\$ 2,800.00
Privilege Tax-Heavy Duty Vehicle	\$ 4,200.00	\$ 4,500.00
Municipal Aid Surplus	\$ 9,250.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$ 179,285.00	\$ 54,087.00
Fine & Forfeits	\$ 510,000.00	\$ 530,000.00
Grants	\$ 71,909.00	\$ 36,759.00
Surplus Property	\$ -	\$ -
Loan - Public Safety Vehicles	\$ 120,000.00	\$ 121,500.00
Loan - IBM Server	\$ 80,000.00	\$ 42,500.00
Miscellaneous	\$ 150,050.00	\$ 180,200.00
Transfer from Other Funds	\$ 25,000.00	\$ -
Transfer from Solid Waste Fund	\$ 189,102.00	\$ 327,170.00
Transfer from Enterprise Fund	\$ 646,385.00	\$ 695,308.00
Total revenue from sources other than taxation	\$ 5,717,681.00	\$ 5,646,074.00
Balance at beginning of year	\$ 1,900,000.00	\$ 2,050,000.00
Total from all sources other than taxation	\$ 7,617,681.00	\$ 7,696,074.00
Amount necessary to be raised by tax levy	\$ 4,737,378.00	\$ 4,818,607.00
Total available cash and anticipated revenue	\$ 12,355,059.00	\$ 12,514,681.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	\$ 141,719.00	\$ 142,460.00
Supplies	\$ 3,000.00	\$ 3,000.00
Other Services & Charges	\$ 16,955.00	\$ 16,525.00
Total	\$ 161,674.00	\$ 161,985.00
CITY COURT		
Personnel Services	\$ 155,095.00	\$ 191,709.00
Supplies	\$ 3,000.00	\$ 2,500.00
Other Services & Charges	\$ 144,050.00	\$ 145,050.00
Capital Outlay	\$ 1,530.00	\$ -
Total	\$ 303,675.00	\$ 339,259.00
CITY MANAGER		
Personnel Services	\$ 169,233.00	\$ 170,309.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 92,159.00	\$ 87,800.00
Total	\$ 263,892.00	\$ 260,609.00
HUMAN RESOURCES		
Personnel Services	\$ 100,431.00	\$ 55,535.00
Supplies	\$ 3,700.00	\$ 3,500.00
Other Services & Charges	\$ 9,000.00	\$ 8,600.00
Total	\$ 113,131.00	\$ 67,635.00
ELECTIONS		
Supplies	\$ -	\$ -
Other Services & Charges	\$ -	\$ -
Total	\$ -	\$ -
CITY CLERK		
Personnel Services	\$ 216,741.00	\$ 189,932.00
Supplies	\$ 11,750.00	\$ 11,750.00
Other Services & Charges	\$ 33,400.00	\$ 21,900.00
Capital Outlay	\$ 1,600.00	\$ -
Total	\$ 263,491.00	\$ 223,582.00
FINANCE		
Personnel Services	\$ 222,702.00	\$ 227,200.00
Supplies	\$ 3,000.00	\$ 4,000.00
Capital Outlay	\$ -	\$ 42,500.00
Total	\$ 225,702.00	\$ 273,700.00
CITY ATTORNEY		
Other Services & Charges	\$ 130,000.00	\$ 130,000.00
Total	\$ 130,000.00	\$ 130,000.00

BUILDING & PLANNING		
Personnel Services	\$ 305,519.00	\$ 340,404.00
Supplies	\$ 10,900.00	\$ 10,900.00
Other Services & Charges	\$ 44,780.00	\$ 33,970.00
Total	\$ 361,199.00	\$ 385,274.00
GENERAL EXPENSES & FACILITIES		
Supplies	\$ 13,000.00	\$ 12,000.00
Other Services & Charges	\$ 558,020.00	\$ 572,600.00
Capital Outlay	\$ 17,000.00	\$ -
Total	\$ 588,020.00	\$ 584,600.00
GRANTS & PROJECTS ADMIN		
Personnel Services	\$ 143,284.00	\$ 180,007.00
Supplies	\$ 1,250.00	\$ 1,100.00
Other Services & Charges	\$ 9,005.00	\$ 16,155.00
Capital Outlay	\$ 1,100.00	\$ 600.00
Total	\$ 154,639.00	\$ 197,862.00
POLICE DEPARTMENT		
Personnel Services	\$ 2,938,596.00	\$ 3,048,104.00
Supplies	\$ 230,960.00	\$ 204,000.00
Other Services & Charges	\$ 161,400.00	\$ 167,400.00
Capital Outlay	\$ 113,650.00	\$ 128,025.00
Debt Service	\$ 63,976.00	\$ 66,511.00
Total	\$ 3,508,582.00	\$ 3,614,040.00
FIRE DEPARTMENT		
Personnel Services	\$ 2,352,151.00	\$ 2,454,567.00
Supplies	\$ 66,867.00	\$ 66,867.00
Other Services & Charges	\$ 115,270.00	\$ 109,628.00
Capital Outlay	\$ 45,000.00	\$ 6,200.00
Debt Service	\$ -	\$ 13,416.00
Total	\$ 2,579,288.00	\$ 2,650,678.00
RECREATION DEPARTMENT		
Personnel Services	\$ 358,355.00	\$ 373,733.00
Supplies	\$ 79,000.00	\$ 67,000.00
Other Services & Charges	\$ 88,070.00	\$ 89,500.00
Capital Outlay	\$ 220,960.00	\$ 23,100.00
Debt Service	\$ -	\$ 27,343.00
Total	\$ 746,385.00	\$ 580,676.00
STREETS		
Supplies	\$ 70,000.00	\$ 70,000.00
Other Services & Charges	\$ 171,420.00	\$ 159,000.00
Capital Outlay	\$ 45,000.00	\$ 35,000.00
Total	\$ 286,420.00	\$ 264,000.00
MAINTENANCE		
Personnel Services	\$ 228,978.00	\$ 202,567.00
Supplies	\$ 21,900.00	\$ 23,800.00
Other Services & Charges	\$ 7,450.00	\$ 6,470.00
Total	\$ 258,328.00	\$ 232,837.00
INTERFUND TRANSFERS		
Transfer to Other Funds	\$ 880,452.00	\$ 840,143.00
Transfer to Health Benefit Fund	\$ -	\$ -
Total	\$ 880,452.00	\$ 840,143.00
TOTAL EXPENDITURES	\$ 10,824,878.00	\$ 10,806,880.00
YEAR END BALANCE	\$ 1,530,181.00	\$ 1,707,801.00
BALANCE	\$ 12,355,059.00	\$ 12,514,681.00

MS DEVELOPMENT BANK KATRINA LOAN FUND: FUND 007 (Original issue \$2.5 million)

REVENUE		
Balance at beginning of year	\$ 240.20	\$ 431.80
Transfer from General Fund	\$ 280,259.00	\$ 280,000.00
Total available cash and anticipated revenue	\$ 280,499.20	\$ 280,431.80
EXPENDITURES		
Annual Fees	\$ 1,250.00	\$ 650.00
Ms Dev Katrina Loan - Debt Service	\$ 279,059.00	\$ 279,744.00
TOTAL EXPENDITURES	\$ 280,309.00	\$ 280,394.00
YEAR END BALANCE	\$ 190.20	\$ 37.80
BALANCE	\$ 280,499.20	\$ 280,431.80

TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13**REVENUE**

Balance at beginning of year	\$	(40,971.45)	\$	(40,971.45)
Grant	\$	40,971.45	\$	40,971.45
Total available cash and anticipated revenue	\$	-	\$	-

TOTAL EXPENDITURES

	\$	-	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	-

ALLEN ROAD WIDENING: FUND 20**REVENUES**

Balance at beginning of year	\$	-	\$	-
Transfer from General Fund	\$	46,324.00	\$	46,324.00
Total available cash and anticipated revenue	\$	46,324.00	\$	46,324.00

EXPENDITURES

Debt Service	\$	46,324.00	\$	46,324.00
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TOTAL EXPENDITURES

	\$	46,324.00	\$	46,324.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	46,324.00	\$	46,324.00

MDAH SCHOOL HOUSE PROJECT: FUND 30**REVENUES**

Balance at beginning of year	\$	1,158.43	\$	2,983.43
Donations	\$	3,000.00	\$	-
Total available cash and anticipated revenue	\$	4,158.43	\$	2,983.43

EXPENDITURES

Supplies	\$	3,000.00	\$	2,983.43
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TOTAL EXPENDITURES

	\$	3,000.00	\$	2,983.43
YEAR END BALANCE	\$	1,158.43	\$	-
BALANCE	\$	4,158.43	\$	2,983.43

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	\$	-
Transfer Out to Fund 303	\$	-	\$	102,012.64

TOTAL EXPENDITURES

	\$	102,012.64	\$	102,012.64
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	102,012.64	\$	102,012.64

\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	237,104.13	\$	1,306,470.87
Interest	\$	1,000.00	\$	3,000.00
MDOT Reimbursements	\$	4,923,498.47	\$	3,830,991.71
Transfer from GF Debt Service	\$	503,869.00	\$	513,819.00
Total available cash and anticipated revenue	\$	5,665,471.60	\$	5,654,281.58

EXPENDITURES

Annual Bond Fees	\$	2,300.00	\$	2,300.00
Annual Bond Payment - Debt Service	\$	501,569.00	\$	511,519.00
Capital Improvements	\$	5,161,602.60	\$	5,140,462.58
Transfer to General Fund	\$	-	\$	-

TOTAL EXPENDITURES

	\$	5,665,471.60	\$	5,654,281.58
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	5,665,471.60	\$	5,654,281.58

U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	390,477.38	\$	365,285.19
Assets Forfeited	\$	183,210.00	\$	-
Total available cash and anticipated revenue	\$	573,687.38	\$	365,285.19

EXPENDITURES

Personnel Services (Overtime)	\$	12,455.00	\$	51,392.00
Supplies	\$	1,000.00	\$	1,000.00
Capital Outlay	\$	219,755.00	\$	100,000.00

TOTAL EXPENDITURES

	\$	233,210.00	\$	152,392.00
YEAR END BALANCE	\$	340,477.38	\$	212,893.19
BALANCE	\$	573,687.38	\$	365,285.19

FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	237,861.26	\$	242,526.10
Fire Insurance Rebate	\$	101,000.00	\$	106,000.00
MS Code Rebate	\$	3,000.00	\$	3,000.00
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	341,861.26	\$	351,526.10

EXPENDITURES

Other Services & Charges	\$	15,161.06	\$	18,237.43
Capital Outlay	\$	62,000.00	\$	65,000.00
Debt Service	\$	102,754.00	\$	102,754.00
Transfer to Fund 161	\$	-	\$	-

TOTAL EXPENDITURES**YEAR END BALANCE****BALANCE**

\$	179,915.06	\$	185,991.43
\$	161,946.20	\$	165,534.67
\$	341,861.26	\$	351,526.10

TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(10,501.50)	\$	(32,082.92)
MDA Capital Expenditure Funds	\$	145,000.00	\$	-
Grant: Shepard State Park	\$	158,510.50	\$	124,502.54
Grant: City Park	\$	189,435.00	\$	118,355.77
Grant: MS G Coast Heritage Grant	\$	-	\$	-
Transfers In (Fund 305)	\$	30,000.00	\$	-
Total available cash and anticipated revenue	\$	512,444.00	\$	210,775.39

EXPENDITURES

Capital Outlay: City Park-Town Commons	\$	-	\$	-
Capital Outlay: Graveline Bayou	\$	-	\$	-
Capital Outlay: Shepard State Park	\$	323,384.00	\$	128,945.44
Capital Outlay: Mary Walker Bayou Parks	\$	189,060.00	\$	81,829.95

TOTAL EXPENDITURES**YEAR END BALANCE****BALANCE**

\$	512,444.00	\$	210,775.39
\$	-	\$	-
\$	512,444.00	\$	210,775.39

LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	110,096.00	\$	111,724.00
Total available cash and anticipated revenue	\$	110,096.00	\$	111,724.00

EXPENDITURES

Other Services & Charges	\$	110,096.00	\$	111,724.00
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TOTAL EXPENDITURES**YEAR END BALANCE****BALANCE**

\$	110,096.00	\$	111,724.00
\$	-	\$	-
\$	110,096.00	\$	111,724.00

SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	63,407.00	\$	60,000.00
Other Revenue	\$	-	\$	320.00
Camping Fees	\$	90,000.00	\$	100,000.00
Admission Fees/Day Use	\$	5,500.00	\$	5,000.00
Total available cash and anticipated revenue	\$	158,907.00	\$	165,320.00

EXPENDITURES

Personnel Services	\$	44,930.00	\$	65,557.00
Supplies	\$	17,750.00	\$	16,950.00
Other Services & Charges	\$	49,570.00	\$	53,550.00
Capital Outlay	\$	16,200.00	\$	9,000.00

TOTAL EXPENDITURES**YEAR END BALANCE****BALANCE**

\$	128,450.00	\$	145,057.00
\$	30,457.00	\$	20,263.00
\$	158,907.00	\$	165,320.00

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	82,500.00	\$	145,810.79
Miscellaneous - Interest	\$	200.00	\$	2,000.00
Transfers In	\$	335,000.00	\$	350,000.00
Total available cash and anticipated revenue	\$	417,700.00	\$	497,810.79

EXPENDITURES

Debt Service	\$	274,964.00	\$	286,782.00
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TOTAL EXPENDITURES**YEAR END BALANCE****BALANCE**

\$	274,964.00	\$	286,782.00
\$	142,736.00	\$	211,028.79
\$	417,700.00	\$	497,810.79

RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	306,810.00	\$	324,335.45
Miscellaneous - Interest	\$	1,200.00	\$	5,000.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	318,010.00	\$	339,335.45

EXPENDITURES

	\$	-	\$	-
YEAR END BALANCE	\$	318,010.00	\$	339,335.45
BALANCE	\$	318,010.00	\$	339,335.45

USDA-NRCS EMERGENCY WATERSHED: FUND 300**REVENUES**

Balance at beginning of year	\$	(153,497.80)	\$	19,807.16
Grant	\$	385,059.00	\$	133,031.25
JCBS Interlocal Funds	\$	-	\$	43,160.53
Total available cash and anticipated revenue	\$	231,561.20	\$	195,998.94

EXPENDITURES

Other Services & Charges	\$	201,514.00	\$	161,250.00
TOTAL EXPENDITURES	\$	201,514.00	\$	161,250.00
YEAR END BALANCE	\$	30,047.20	\$	34,748.94
BALANCE	\$	231,561.20	\$	195,998.94

PINE CONE DRIVE SPILLWAY: FUND 301**REVENUES**

Balance at beginning of year	\$	164,525.60	\$	43,160.53
Total available cash and anticipated revenue	\$	164,525.60	\$	43,160.53

EXPENDITURES

Other Services & Charges	\$	150,128.53	\$	-
Transfers Out (Fund 300)	\$	14,397.07	\$	43,160.53
TOTAL EXPENDITURES	\$	164,525.60	\$	43,160.53
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	164,525.60	\$	43,160.53

ROBERT HIRAM BRIDGE SHEET PILE WALL: FUND 302**REVENUES**

Balance at beginning of year	\$	76,261.71	\$	-
Transfers In (Fund 301)	\$	14,397.07		
Total available cash and anticipated revenue	\$	90,658.78	\$	-

EXPENDITURES

Other Services & Charges	\$	90,658.78	\$	-
TOTAL EXPENDITURES	\$	90,658.78	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	90,658.78	\$	-

MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	481,564.40	\$	400,851.61
MDOT Reimbursements	\$	578,784.00	\$	500,000.00
Transfers In (Fund 128)	\$	-	\$	102,012.64
Total available cash and anticipated revenue	\$	1,060,348.40	\$	1,002,864.25

EXPENDITURES

Other Services & Charges	\$	193,275.77	\$	49,270.46
Capital Outlay	\$	867,072.63	\$	953,593.79
TOTAL EXPENDITURES	\$	1,060,348.40	\$	1,002,864.25
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,060,348.40	\$	1,002,864.25

TOWN COMMONS PARK PROJECT: FUND304**REVENUES**

Balance at beginning of year	\$	-	\$	2,123,813.19
Tidelands Grant	\$	565,176.74	\$	565,176.74
State Funding Allocation (IIF)	\$	500,000.00	\$	-
Interest	\$	5,000.00	\$	9,600.00
Transfers In	\$	1,672,250.00	\$	220,000.00
Total available cash and anticipated revenue	\$	2,742,426.74	\$	2,918,589.93

EXPENDITURES

Capital Outlay	\$	2,742,426.74	\$	2,918,589.93
TOTAL EXPENDITURES	\$	2,742,426.74	\$	2,918,589.93
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,742,426.74	\$	2,918,589.93

S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	-	\$	356,833.85
Bond Proceeds	\$	4,056,697.02	\$	-
Interest	\$	20,000.00	\$	30,000.00
Total available cash and anticipated revenue	\$	4,076,697.02	\$	386,833.85

EXPENDITURES

Capital Outlay (Recreation)	\$	122,000.00	\$	70,000.00
Contingencies - Unappropriated	\$	20,697.02	\$	67,403.48
Transfers Out (Project Funds)	\$	3,934,000.00	\$	-

TOTAL EXPENDITURES	\$	4,076,697.02	\$	137,403.48
YEAR END BALANCE	\$	-	\$	249,430.37
BALANCE	\$	4,076,697.02	\$	386,833.85

SSP WELCOME CENTER PH III: FUND 306**REVENUES**

Balance at beginning of year	\$	-	\$	296,725.00
Tidelands Grant	\$	136,700.00	\$	136,700.00
Transfers In	\$	314,500.00	\$	-
Total available cash and anticipated revenue	\$	451,200.00	\$	433,425.00

EXPENDITURES

Capital Outlay	\$	451,200.00	\$	433,425.00
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TOTAL EXPENDITURES	\$	451,200.00	\$	433,425.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	451,200.00	\$	433,425.00

BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	-	\$	1,687,250.00
Transfers In	\$	1,722,250.00	\$	-
Total available cash and anticipated revenue	\$	1,722,250.00	\$	1,687,250.00

EXPENDITURES

Capital Outlay	\$	1,722,250.00	\$	1,687,250.00
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TOTAL EXPENDITURES	\$	1,722,250.00	\$	1,687,250.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,722,250.00	\$	1,687,250.00

SSP BOARDWALK PROJECT: FUND 308**REVENUES**

Balance at beginning of year	\$	-	\$	195,450.00
Tidelands Grant	\$	150,000.00	\$	375,050.00
Transfers In	\$	220,000.00	\$	-
Total available cash and anticipated revenue	\$	370,000.00	\$	570,500.00

EXPENDITURES

Capital Outlay	\$	370,000.00	\$	350,500.00
Transfers Out	\$	-	\$	220,000.00

TOTAL EXPENDITURES	\$	370,000.00	\$	570,500.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	370,000.00	\$	570,500.00

ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	(42,500.00)	\$	625,012.00
Development Infrastructure Program Funds	\$	350,000.00	\$	350,000.00
CAP Loan Proceeds	\$	-	\$	-
Transfers In (Enterprise)	\$	736,500.00	\$	241,000.00
Total available cash and anticipated revenue	\$	1,044,000.00	\$	1,216,012.00

EXPENDITURES

Other Services & Charges	\$	99,000.00	\$	30,012.00
Capital Outlay	\$	945,000.00	\$	1,186,000.00

TOTAL EXPENDITURES	\$	1,044,000.00	\$	1,216,012.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,044,000.00	\$	1,216,012.00

BEMIS SEWER PROJECT: FUND 351**REVENUES**

Balance at beginning of year	\$ -	\$ 198,318.07
CDBG Grant Funds	\$ 290,605.00	\$ 290,605.00
Transfers In	\$ 609,395.00	\$ -
Total available cash and anticipated revenue	\$ 900,000.00	\$ 488,923.07

EXPENDITURES

Other Services & Charges	\$ 187,088.00	\$ 29,057.50
Capital Outlay	\$ 712,912.00	\$ 459,865.57

TOTAL EXPENDITURES	\$ 900,000.00	\$ 488,923.07
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ 900,000.00	\$ 488,923.07

2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$ 3,442,777.21	\$ 496,854.84
Interest	\$ 70,000.00	\$ 60,000.00
Total available cash and anticipated revenue	\$ 3,512,777.21	\$ 556,854.84

EXPENDITURES

Admin-General Services	\$ 60,500.00	\$ -
Unallocated	\$ -	\$ 486,854.00
Capital Outlay	\$ 10,000.00	\$ 10,000.00
Transfers Out (Capital Accounts)	\$ 2,957,697.00	\$ -

TOTAL EXPENDITURES	\$ 3,028,197.00	\$ 496,854.00
YEAR END BALANCE	\$ 484,580.21	\$ 60,000.84
BALANCE	\$ 3,512,777.21	\$ 556,854.84

HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$ -	\$ 965,016.30
MDOT Reimbursements	\$ 1,093,849.00	\$ 1,031,008.70
Transfers In (Bond Construction)	\$ 1,049,630.00	\$ -
Total available cash and anticipated revenue	\$ 2,143,479.00	\$ 1,996,025.00

EXPENDITURES

Water Lines: Other Services & Charges	\$ 59,909.00	\$ -
Water Lines: Capital Outlay	\$ 821,439.00	\$ 821,439.00
Sewer Lines: Other Services & Charges	\$ 87,545.00	\$ -
Sewer Lines: Capital Outlay	\$ 1,174,586.00	\$ 1,174,586.00

TOTAL EXPENDITURES	\$ 2,143,479.00	\$ 1,996,025.00
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ 2,143,479.00	\$ 1,996,025.00

ROBINSON STILL RD UTILITY EXTENSION: FUND 354**REVENUES**

Balance at beginning of year	\$ -	\$ 565,898.00
Transfers In (Bond Construction)	\$ 644,884.00	\$ -
Total available cash and anticipated revenue	\$ 644,884.00	\$ 565,898.00

EXPENDITURES

Water Lines: Other Services & Charges	\$ 42,440.00	\$ 10,750.00
Water Lines: Capital Outlay	\$ 293,878.00	\$ 293,878.00
Sewer Lines: Other Services & Charges	\$ 59,210.00	\$ 11,914.00
Sewer Lines: Capital Outlay	\$ 249,356.00	\$ 249,356.00

TOTAL EXPENDITURES	\$ 644,884.00	\$ 565,898.00
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ 644,884.00	\$ 565,898.00

WATER SUPPLY & TREATMENT PLANT: FUND 355**REVENUES**

Balance at beginning of year	\$ -	\$ 499,800.00
Transfers In	\$ 680,000.00	\$ -
Total available cash and anticipated revenue	\$ 680,000.00	\$ 499,800.00

EXPENDITURES

Capital Outlay	\$ 680,000.00	\$ 499,800.00
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TOTAL EXPENDITURES	\$ 680,000.00	\$ 499,800.00
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ 680,000.00	\$ 499,800.00

OST-GV SEWER IMPROVEMENTS: FUND 360**REVENUES**

Balance at beginning of year	\$	-	\$	-
MDEQ Restore Act Grant	\$	-	\$	2,307,450.00
Transfers In - Enterprise Fund	\$	-	\$	20,500.00
Total available cash and anticipated revenue	\$	-	\$	2,327,950.00

EXPENDITURES

Capital Outlay	\$	-	\$	2,327,950.00
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TOTAL EXPENDITURES

	\$	-	\$	2,327,950.00
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE	\$	-	\$	2,327,950.00
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WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	3,730,000.00	\$	3,760,000.00
Sewer Sales	\$	1,980,000.00	\$	1,960,000.00
Wastewater Treatment Collections	\$	2,280,000.00	\$	2,290,000.00
Capacity Fee	\$	440,000.00	\$	465,000.00
Service Connections	\$	85,000.00	\$	90,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	445,243.00	\$	436,000.00
Transfers In	\$	7,739.00	\$	-

Total Revenue from All Sources	\$	8,967,982.00	\$	9,001,000.00
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Balance at Beginning of Year	\$	2,600,000.00	\$	2,500,000.00
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Total available cash and anticipated revenue	\$	11,567,982.00	\$	11,501,000.00
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EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	487,033.00	\$	418,444.00
Supplies	\$	25,000.00	\$	24,000.00
Other Services & Charges	\$	2,569,693.00	\$	2,536,739.00
Capital Outlay	\$	137,243.00	\$	12,000.00
Total Water & Sewer	\$	3,218,969.00	\$	2,991,183.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	320,000.00	\$	280,000.00
Other Services & Charges	\$	2,660,016.00	\$	2,956,002.00
Capital Outlay	\$	150,000.00	\$	100,000.00
Total Water & Sewer	\$	3,130,016.00	\$	3,336,002.00

OTHER

Debt Service	\$	1,308,214.00	\$	1,077,284.00
Contingency Fund	\$	440,252.00	\$	275,000.00
Transfer to General Fund	\$	646,385.00	\$	695,308.00
Transfer to Capital Project Funds	\$	762,712.00	\$	261,500.00
Transfer to Debt Service & Reserve Funds	\$	345,000.00	\$	360,000.00
Total Other	\$	3,502,563.00	\$	2,669,092.00

TOTAL EXPENDITURES

	\$	9,851,548.00	\$	8,996,277.00
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YEAR END BALANCE	\$	1,716,434.00	\$	2,504,723.00
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BALANCE	\$	11,567,982.00	\$	11,501,000.00
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SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	64,500.00	\$	119,902.00
Garbage Collection Fees	\$	1,567,944.00	\$	1,567,440.00
Total available cash and anticipated revenue	\$	1,632,444.00	\$	1,687,342.00

EXPENDITURES

Other Services and Charges	\$	1,295,424.00	\$	1,279,270.00
Transfer to General Fund	\$	189,102.00	\$	327,170.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES

	\$	1,484,526.00	\$	1,606,440.00
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YEAR END BALANCE	\$	147,918.00	\$	80,902.00
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BALANCE	\$	1,632,444.00	\$	1,687,342.00
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MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	56,287.52	\$	56,287.52
Total available cash and anticipated revenue	\$	56,287.52	\$	56,287.52

EXPENDITURES

Capital Outlay	\$	56,287.52	\$	56,287.52
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TOTAL EXPENDITURES

	\$	56,287.52	\$	56,287.52
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	56,287.52	\$	56,287.52
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RESERVE FUND - 2012 GUD BOND REFINANCE: FUND 495**REVENUES**

Balance at Beginning of Year	\$	490,725.00	\$	-
Miscellaneous - Interest	\$	3,985.00	\$	-
Total available cash and anticipated revenue	\$	494,710.00	\$	-

EXPENDITURES

Transfer Out (Debt Service Fund 602)	\$	494,710.00	\$	-
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TOTAL EXPENDITURES	\$	494,710.00	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	494,710.00	\$	-

RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$	274,783.97	\$	273,147.19
Miscellaneous - Interest	\$	3,500.00	\$	5,200.00
Total available cash and anticipated revenue	\$	278,283.97	\$	278,347.19

EXPENDITURES

Debt Service	\$	4,500.00	\$	6,000.00
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TOTAL EXPENDITURES	\$	4,500.00	\$	6,000.00
YEAR END BALANCE	\$	273,783.97	\$	272,347.19
BALANCE	\$	278,283.97	\$	278,347.19

GUD BOND ESCROW FUND 602 - RESTRICTED DEBT SERVICE**REVENUES**

Cash at Beginning of Year	\$	828,620.00	\$	-
Miscellaneous - Interest	\$	600.00	\$	-
Transfer In (Enterprise Fund)	\$	83,355.00	\$	-
Transfer In (Reserve Fund 495)	\$	491,325.00	\$	-
Total available cash and anticipated revenue	\$	1,403,900.00	\$	-

EXPENDITURES

Bonds Payable	\$	1,403,900.00	\$	-
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TOTAL EXPENDITURES	\$	1,403,900.00	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,403,900.00	\$	-

Councilman Anderson made the motion to adopt an ordinance approving creation and reclassification of specified positions, and a revised schedule of authorized positions. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 250-2018

ORDINANCE APPROVING CREATION AND 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 CREATE AND RECLASSIFY SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

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

1. Judicial Department
 - a. Unfund Public Defender
2. Grant & Projects Department
 - a. Create one (1) Administrative Clerk Grade 8
3. Recreation Department
 - a. Reclassify Recreation Coordinator from Grade 11 to Grade 12
 - b. Create one (1) Grounds & Maintenance Operator Grade 7
 - c. Create one (1) Part Time Grounds & Maintenance Operator Grade 7
 - d. Eliminate Student Laborer
4. Human Resources
 - a. Unfund HR Director
 - b. Reclassify HR Generalist Grade 11 to HR Specialist Grade 12
5. City Clerk Department/Utility Billing Division
 - a. Unfund Deputy City Clerk
 - b. Eliminate Administrative Clerk Grade 8
6. Planning Department
 - a. Create one (1) Code Enforcement Officer Grade 10
7. Fire Department
 - a. Eliminate Administrative Assistant Grade 9
 - b. Eliminate three (3) Part Time Firefighters
 - c. Create one (1) Fire Training Officer Grade 18

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 September 10, 2019 to consider creation, elimination and funding of specified positions, the reclassification of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council creates the following positions:
1. Grants & Projects Department
 - a. One (1) Administrative Clerk
 2. Recreation Department
 - a. One (1) Grounds & Maintenance Operator
 - b. One (1) Part Time Grounds & Maintenance Operator
 3. Planning Department
 - a. One (1) Code Enforcement Officer
 4. Fire Department
 - a. One (1) Fire Training Officer
- B. The Gautier City Council reclassifies the following positions:
1. Recreation Department
 - a. Recreation Coordinator from grade 11 to grade 12
 2. Human Resources Department
 - a. HR Generalist grade 11 to HR Specialist grade 12
- C. The Gautier City Council eliminates or unfunds the following positions:
1. Judicial Department
 - a. Public Defender (unfunded)
 2. Recreation Department
 - a. Student Laborer
 3. Human Resources Department
 - a. HR Director (unfunded)
 4. City Clerk Department
 - a. One (1) Administrative Clerk
 - b. Deputy City Clerk (unfunded)
 5. Fire Department
 - a. Administrative Assistant
 - b. Three (3) Part Time Firefighters
- D. 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 Anderson**, seconded by **Councilwoman Martin**, to adopt the foregoing ordinance and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 10th day of September, 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.

SCHEDULE OF AUTHORIZED POSITIONS FY 2020

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender				Unfunded (1)	
Total Funded				1	
Total Non-Funded				1	
EXECUTIVE DEPARTMENT					
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		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Administrative Clerk	2080	8	1		
Total Funded			3		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	11 12	1		

Parks Supervisor	2080	12	1	
Grounds and Maint. Oper. Crew Ldr	2080	9	1	
Grounds and Maintenance Oper.	2080	7	2	3
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			8	5
Total Non-Funded				

FINANCE DEPARTMENT

Comptroller	2080	21	1	
Assistant Comptroller	2080	17	1	
Accounting Generalist	2080	11	1	

Court Division

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 Unfunded (1)

HR Generalist HR Specialist	2080	11 12	1	
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Total Funded			1	
Total Non-Funded			1	

CITY CLERK DEPARTMENT

City Clerk	2080	21	1
Deputy City Clerk			Unfunded (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

Administrative Clerk	2080	8	
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	8	1
Meter Reader	2080	7	2

Total Funded 12

Total Non-Funded 1

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 2

Maintenance Division

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

Total Funded 9

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	21
Total Non-Funded		4		

* Probationary Grade 9

FIRE DEPARTMENT			
Fire Chief	2080	22	1
Deputy Fire Chief/Fire Marshall	2080	20	1
Fire Training Officer	2080	18	1
Administrative Assistant	2080	9	
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		
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		1	
Judicial: Unfunded		1	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	3		
Recreation Dept.	8	5	
Finance Dept: Funded	6		
Human Resources Dept: Funded	1		
Human Resources Dept: Unfunded	1		
City Clerk Dept: Funded	12		
City Clerk Dept: Unfunded	1		
Planning Dept: Funded	9		
Police Department: Funded	49	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39		
TOTAL	129	10	21
TOTAL UNFUNDED	7	1	

Councilman Colledge made the motion to enter closed session to determine whether executive session was necessary and proper. **Councilman Anderson** seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss JCUA Litigation. **Councilman Anderson** seconded the motion. The vote was carried unanimously.

Discussion was held. No action was taken during executive session.

Councilman Colledge made the motion to return to open session. **Councilman Jackson** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to recess until September 17, 2019 at 6:30 pm. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 17, 2019.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Authorization to accept monetary donation for the City of Gautier's Cruisin' Through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Authorization to accept the following monetary donations 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.: Bronze Sponsor - \$500.00 – Merchants and Marine Bank and Bronze Sponsor - \$500.00 – Bordis & Danos, PLLC.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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 acceptance of the monetary donations from Merchants and Marine Bank (\$500.00) and Bordis & Danos, PLLC (\$500.00) 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 **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 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 9/10/2019
Subject: Approval to accept a monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event 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- Merchants & Marine Bank
2. Bronze Sponsor - \$500- Bordis & Danos, PLLC

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENTS:

1. M&M Bank
2. Bordis & Danos, PLLC

EXPENSE VOUCHER

Merchants & Marine Bank
Pascagoula, MS 39567

125363

INVOICE NO.	REFERENCE	DESCRIPTION	AMOUNT
	10029603	CRUISIN' THRU THE DECADES-BRONZE SPONSOR	\$500.00
CHECK DATE	CHECK NO.	PAYEE	CHECK AMOUNT
9/5/2019	125363	City Of Gautier	\$500.00

EXPENSE CHECK



MERCHANTS & MARINE BANK
P. O. DRAWER 729
PASCAGOULA, MS 39568-0729
PHONE (228) 762-3311

85-136
653

125363

DATE	CHECK NO.	CHECK AMOUNT
9/5/2019	125363	\$500.00

PAY

FIVE HUNDRED AND 00/100 DOLLARS

TO
THE
ORDER
OF

City Of Gautier
Attn: April Havens *Chassity Bilbo*
3330 Hwy 90
Gautier, MS 39553

VOID AFTER 90 DAYS

Chassity Bilbo

AUTHORIZED SIGNATURE

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.



Bordis & Danos, PLLC

1215 Government St.
Ocean Springs, MS 39564
(228) 215-1367

Regions
811 Bienville Blvd.
Ocean Springs, MS 39564

85-543/853

2220

9/13/2019

PAY TO THE
ORDER OF

City of Gautier

\$ **500.00

Five Hundred and 00/100*****

DOLLARS

Paula Yancey

City Manager

City of Gautier

3330 Highway 90

Gautier, MS 39553

Cruising the Coast

MEMO



AUTHORIZED SIGNATURE

MP

00022200 CO5530SL36: 01810626

Security features included. Details on back.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Authorization for Mayor Phil Torjusen and Councilwoman At Large Mary Martin to travel to Starkville, Ms. for the Fall Board of Directors meeting with the Mississippi Municipal League

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization for Mayor Phil Torjusen and Councilwoman At Large Mary Martin to travel to Starkville, Ms. for the Fall Board of Directors meeting with the Mississippi Municipal League

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

AN ORDER AUTHORIZING THE MAYOR AND COUNCILWOMAN AT LARGE TO TRAVEL TO STARKVILLE, MS TO ATTEND THE FALL BOARD OF DIRECTORS MEETING WITH THE MISSISSIPPI MUNICIPAL LEAGUE

WHEREAS, the Mississippi Municipal League has appointed Mayor Phil Torjusen and Councilwoman At Large Mary Martin to the 2019-2020 Board of Directors; and

WHEREAS, the Mississippi Municipal League Board of Directors has three (3) regularly scheduled meetings each year as stipulated in the Mississippi Municipal League By-laws; and

WHEREAS, the City Council finds it is in the best interest of the City for Mayor Torjusen and Councilwoman At Large Martin to attend the Fall Board of Directors meeting on September 26-27, 2019, for the Mississippi Municipal League;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Mayor Torjusen and Councilwoman At Large Martin shall be authorized to travel to Starkville, Ms. to attend the Fall Directors Meeting with the Mississippi Municipal League.

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations and mileage, will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred by this individual, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip will be reimbursed by the City upon submission of receipts for such expenses.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 9/10/2019
Subject: Resolution authorizing Mayor Phil Torjusen and Councilwoman At Large Mary Martin to travel to Starkville, MS for the Fall Board of Directors meeting with the Mississippi Municipal League.

REQUEST:

Approval for Mayor Phil Torjusen and Councilwoman At Large Mary Martin to travel to Starkville, MS on September 26 - 27, 2019, for the Mississippi Municipal League Fall Board of Directors meeting and that all travel and hotel accommodations will be paid for by the City. The hotel will run approximately \$112.00 per room for one night.

BACKGROUND:

The Mississippi Municipal League has appointed the Mayor Phil Torjusen and Councilwoman At Large Mary Martin to the 2019-2020 Board of Directors and they are holding their fall BOD in Starkville, MS.

DISCUSSION:

The MML Board of Directors has three regularly scheduled meetings each year as stipulated in the MML Bylaws. The Fall meeting will be held in Starkville, MS on September 27, 2019, the Winter meeting will be held in Jackson, MS on January 15, 2020 and the Summer meeting will be held in Biloxi, MS on June 28, 2020.

RECOMMENDATION:

City Staff recommends that the City Council authorize all necessary travel costs known prior to the trip, including but not limited to accommodations and mileage to be paid by the City.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Approval of a Use Agreement between the City of
Gautier and Swetman Security Services for the
Cruisin' Through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 Ext. 306

Summary Explanation: Approval of a Use Agreement between the City of Gautier and Swetman Security Services for the Cruisin' Through the Decades Event to be held October 6, 2019.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier will host Cruisin' Through the Decades event for the third year on October 6, 2019; and

WHEREAS, due to limited staffing, a growing event, and operational purposes, the event parking will need to be contracted out; and

WHEREAS, Swetman Security Services has expertise in event parking and will provide for a fee of \$2,364.00 for the hours of 5:30 a.m. to 5:30 p.m. on October 6, 2019; and

WHEREAS, the Mayor and City Council hereby find that the use of Swetman Security Services for the use of event parking, 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 Swetman Security Services is hereby approved.

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

Motion was made by **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 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 9/10/2019
Subject: Approval of an agreement between the City of Gautier and Swetman Security Services to provide event parking for the Cruisin' lanes for the City of Gautier's one day Cruisin' Through the Decades Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Swetman Security Services to provide event parking for the Cruisin' Lanes for the City's one day Cruisin' Through the Decades event to be held 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 will host Cruisin' Through the Decades event for the third year. Due to limited staffing, a growing event, and for operational purposes, the event parking will need to be contracted out. After contacting several local companies Swetman Security agreed to provide event parking for the Cruisin' Lanes and has expertise in event parking.

- 1) Swetman Security Services agrees to provide event parking services for our Cruisin' Lanes to include twelve (12) guards and one (1) supervisor from 5:30 a.m. to 5:30 p.m. for the City's Cruisin' Through the Decades event to be held on October 6, 2019.
- 2) Security event parking services for the Cruisin' Lanes will be provided for a fee of \$2,364.00 for the hours stated above and will be paid out of sponsorship funds.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between City of Gautier and Swetman Security Services to provide event parking for the Cruisin' Lanes for the City of Gautier's one day Cruisin' Through the Decades Event

The City Council may:

1. Approve the attached agreement between the City of Gautier and Swetman Security Services; or

2. Not approve the attached agreement between the City of Gautier and Swetman Security Services.

ATTACHMENTS:

1. Swetman Security Agreement

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Receive July 2019 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive July 2019 Finance Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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. 21-35-13 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 July 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 **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting September 17, 2019.

JUL 2019 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,734,169.55
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	\$390,441.36
Fire Protection Fund	Depository Account	160-000-001	\$239,420.23
Tidelands Grant	Depository Account	171-000-001	(\$29,364.23)
Library Support Fund	Depository Account	172-000-001	\$3,105.03
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$80,304.20
USDA NRCS EWP Program	Depository Account	300-000-001	\$30,607.16
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	\$116,114.40
EPA: Brownfields Assessment	Depository Account	409-000-001	\$0.00
General Ledger Cash Balance			\$4,092,899.34
General Depository Reconciled Cash Balance			\$4,092,088.88

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	
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,526,658.22
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			\$3,839,707.74
Enterprise Reconciled Cash Balance			\$3,838,159.20

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$395,097.36
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$95,510.79
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	\$302,822.03
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	\$10,202.71
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	\$10,202.71
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$485,640.69
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$4,058,644.48
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	\$3,123,296.64
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	\$272,347.19
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$742,709.23
Total Bond & Restricted Reconciled Cash Balances			\$9,745,904.20

**JULY 2019
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2019	JUL 2019	Balance	83.33% % to date
General Fund Revenues	10,455,059.00	9,126,055.36	1,329,003.64	87.2%
Expenditures:				
001 Legislative	161,674.00	133,727.31	27,946.69	82.7%
010 City Court	303,675.00	221,229.92	82,445.08	72.8%
021 City Manager	263,892.00	192,560.32	71,331.68	72.9%
022 Human Resources	113,131.00	58,842.01	54,288.99	52.0%
040 City Clerk	263,491.00	170,706.39	92,784.61	64.7%
045 Finance	225,702.00	189,590.81	36,111.19	84.0%
060 City Attorney	130,000.00	101,902.00	28,098.00	78.3%
090 Economic Dev - Planning	361,199.00	280,277.02	80,921.98	77.5%
092 Building & General Expenses	588,020.00	439,266.34	148,753.66	74.7%
094 Grants & Project Admin	154,639.00	124,910.14	29,728.86	80.7%
100 Police	3,508,582.00	2,682,669.61	825,912.39	76.4%
161 Fire	2,579,288.00	2,134,053.97	445,234.03	82.7%
170 Recreation	746,385.00	606,315.57	140,069.43	81.2%
201 PW: Streets	286,420.00	130,511.54	155,908.46	45.5%
205 PW: Maintenance	258,328.00	202,838.77	55,489.23	78.5%
900 Interfund Transfers	880,452.00	880,401.96	50.04	99.9%
General Fund Expenditures	10,824,878.00	8,549,803.68	2,275,074.32	78.9%
<i>Total Operating Expenditures</i>	<i>9,434,610.00</i>	<i>7,295,207.51</i>	<i>2,139,402.49</i>	
<i>Total Capital Outlay Expenditures</i>	<i>445,840.00</i>	<i>319,468.94</i>	<i>126,371.06</i>	
<i>Total Debt Service</i>	<i>63,976.00</i>	<i>54,725.27</i>	<i>9,250.73</i>	
<i>Total Transfers Out</i>	<i>880,452.00</i>	<i>880,401.96</i>	<i>50.04</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>10,824,878.00</i>	<i>8,549,803.68</i>	<i>2,275,074.32</i>	
<i>Personnel</i>	<i>7,332,804.00</i>	<i>5,956,211.93</i>	<i>1,376,592.07</i>	
<i>Supplies</i>	<i>520,827.00</i>	<i>309,331.26</i>	<i>211,495.74</i>	
<i>Other Services</i>	<i>1,580,979.00</i>	<i>1,029,664.32</i>	<i>551,314.68</i>	
<i>Capital Outlay</i>	<i>445,840.00</i>	<i>319,468.94</i>	<i>126,371.06</i>	
<i>Debt Service</i>	<i>63,976.00</i>	<i>54,725.27</i>	<i>9,250.73</i>	
<i>Interfund Transfers for DS</i>	<i>880,452.00</i>	<i>880,401.96</i>	<i>50.04</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>10,824,878.00</i>	<i>8,549,803.68</i>	<i>2,275,074.32</i>	

**JULY 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2019	As of JUL 2019	Balance	83.33% % 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	692,755.52	4,735,611.95	12.7%
Expenditures	5,665,471.60	605,381.15	5,060,090.45	10.6%
157 US Justice Equitable Sharing				
Revenues	183,210.00	183,209.60	0.40	99.9%
Expenditures	233,210.00	210,521.53	22,688.47	90.2%
160 Fire Protection Fund				
Revenues	104,000.00	106,508.41	(2,508.41)	102.4%
Expenditures	179,915.06	104,949.44	74,965.62	58.3%
171 Combined Tidelands Grant				
Revenues	522,945.50	216,184.75	306,760.75	41.3%
Expenditures	512,444.00	239,048.98	273,395.02	46.6%
172 Library Support Fund				
Revenues	110,096.00	104,970.10	5,125.90	95.3%
Expenditures	110,096.00	101,865.07	8,230.93	92.5%
176 Shepard State Park				
Revenues	95,500.00	100,268.00	(4,768.00)	104.9%
Expenditures	128,450.00	86,439.06	42,010.94	67.2%
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	287,931.68	47,268.32	85.8%
Expenditures	274,964.00	274,963.54	0.46	99.9%

**JULY 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2019	As of JUL 2019	Balance	83.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	16,306.08	(5,106.08)	145.5%
300 USDA-NRCS EWP				
Revenues	385,059.00	207,804.96	177,254.04	53.9%
Expenditures	201,514.00	49,368.48	152,145.52	24.4%
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	2,177,340.69	565,086.05	79.3%
Expenditures	2,742,426.74	38,760.00	2,703,666.74	1.4%
305 S2019 MPI GO Bond Construction Fund				
Revenues	4,076,697.02	4,425,209.85	(348,512.83)	108.3%
Expenditures	4,076,697.02	4,026,825.00	49,872.02	98.7%
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	1,722,250.00	0.00	100.0%
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	609,395.00	290,605.00	67.7%
Expenditures	900,000.00	156,649.10	743,350.90	17.4%
352 2018 Bond General Construction/Admin				
Revenues	1,591,749.00	66,059.10	1,525,689.90	4.1%
Expenditures	3,028,197.00	3,018,197.00	10,000.00	99.6%

**JULY 2019
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2019	As of JUL 2019	Balance	83.33% % to date
353 Hwy 57 Utility Line Relocation				
Revenues	2,143,479.00	1,060,995.29	1,082,483.71	49.4%
Expenditures	2,143,479.00	130,697.39	2,012,781.61	6.0%
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	1,247,281.16	320,662.84	79.5%
Expenditures	1,484,526.00	1,196,152.90	288,373.10	80.5%
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	4,447.01	(947.01)	127.0%
Expenditures	4,500.00	7,014.51	(2,514.51)	155.8%
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%

**JULY 2019
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2019	JUL 2019	Balance	83.33% % to date
Utility Fund Revenues	8,967,982.00	7,571,514.25	1,396,467.75	84.4%
Administration	3,218,969.00	2,432,767.64	786,201.36	75.5%
Water & Sewer O & M	3,130,016.00	2,232,305.31	897,710.69	71.3%
Debt Service	1,308,214.00	1,069,619.17	238,594.83	81.7%
Transfers	1,754,097.00	1,010,373.00	743,724.00	57.6%
Contingencies	440,252.00	0.00	440,252.00	
Utility Fund Expenditures	9,851,548.00	6,745,065.12	3,106,482.88	68.4%
<i>Total Operating Expenditures</i>	<i>6,061,742.00</i>	<i>4,479,909.02</i>	<i>1,581,832.98</i>	
<i>Total Capital Outlay Expenditures</i>	<i>287,243.00</i>	<i>185,163.93</i>	<i>102,079.07</i>	
<i>Total Debt Service</i>	<i>1,308,214.00</i>	<i>1,069,619.17</i>	<i>238,594.83</i>	
<i>Total Interfund Transfers</i>	<i>1,754,097.00</i>	<i>1,010,373.00</i>	<i>743,724.00</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>6,745,065.12</i>	<i>3,106,482.88</i>	
 <i>Personnel</i>	 <i>487,033.00</i>	 <i>341,160.72</i>	 <i>145,872.28</i>	
<i>Supplies</i>	<i>345,000.00</i>	<i>126,764.38</i>	<i>218,235.62</i>	
<i>Other Services</i>	<i>5,229,709.00</i>	<i>4,011,983.92</i>	<i>1,217,725.08</i>	
<i>Capital Outlay</i>	<i>287,243.00</i>	<i>185,163.93</i>	<i>102,079.07</i>	
<i>Debt Service</i>	<i>1,308,214.00</i>	<i>1,069,619.17</i>	<i>238,594.83</i>	
<i>Interfund Transfers</i>	<i>1,754,097.00</i>	<i>1,010,373.00</i>	<i>743,724.00</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>6,745,065.12</i>	<i>3,106,482.88</i>	

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

September 17, 2019
Authorization to Advertise for Bids on the
Shepard State Park Marsh Boardwalk Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to Advertise for Bids on the Shepard State Park Marsh Boardwalk Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier desires to begin work on the Shepard State Park Marsh Boardwalk Project; and

WHEREAS, this project includes approximately 1000 feet of pedestrian boardwalk within Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities. The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes; and

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bids; and

WHEREAS, the Shepard State Park Marsh Boardwalk Project will be funded through Tidelands; and

WHEREAS, the attached advertisement will run in the Sun Herald on September 27 and October 4, 2019, and bids will be opened on October 29, 2019 at 11:00am;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Shepard State Park Marsh Boardwalk Project.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/10/2019
Subject: Authorization to Advertise for bid for the Shepard State Park Marsh Boardwalk Project

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the Shepard State Park Marsh Boardwalk project.

BACKGROUND:

This project includes approximately 1000 feet of pedestrian boardwalk within Shepard State Park, along the marsh on the northwest side of the park. The boardwalk will include educational panels and birdwatching opportunities. The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. The project is being funded through Tidelands.

DISCUSSION:

If approved, this ad will run in the *Sun Herald* on Sept. 27 and October 4, 2019. Bids will be opened on October 29, 2019 at 11 a.m.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid on the Shepard State Park Marsh Boardwalk project.

The City Council may:

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

ATTACHMENTS:

1. Advertisement for Bid

ADVERTISEMENT FOR BIDS

* * * * *

CITY OF GAUTIER, MISSISSIPPI

SEALED proposals will be received by The City of Gautier at the City Hall, 3330 Highway 90, Gautier, MS 39553 until 11:00 AM, local time, October 29, 2019; at which time and place, the Bids will be publicly opened and read aloud. Any bids received after the closing time will be returned unopened.

The work shall consist of the construction of approximately 1,000 linear feet of elevated boardwalk on driven piles at Shepard State Park.

Copies of the Plans, Specifications, and other Bidding Documents are on file at the office of the Engineer, Heflin Engineering, Inc., 1700 West Government Street, Building "A", Suite "J", Brandon, Mississippi, (P.O. Box 47, Brandon, Mississippi 39043-0047). Copies may be obtained at the office of the Engineer upon payment of \$100.00 for each set, which is **NON-REFUNDABLE**.

Bid security in the form of a Bid Bond, certified check or cashier's check in an amount equal to five percent (5%) of the Bid shall be furnished by each Bidder as required by the Contract Documents.

The City of Gautier is an Equal Opportunity Employer, and hereby notifies all bidders will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

The City of Gautier reserves the right to reject any and all Bids and to waive any and all informalities, and reserves the right to hold all Bids for examination for a period not to exceed sixty (60) days and to award the Contract to the lowest and best Bid complying with the Plans and Specifications within said time.

CITY OF GAUTIER

Paula Yancey, City Manager

RUN: September 27, 2019 & October 4, 2019

OPEN: October 29, 2019

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Authorization to Advertise for Bids on the Hwy 57
Water/Sewer Relocation Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to Advertise for Bids on the Hwy 57 Water/Sewer Relocation Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier desires to begin work on the Hwy 57 Water/Sewer Relocation Project, contingent upon receipt of the U.S. Army Corps of Engineers permit; and

WHEREAS, this is a joint project with the Mississippi Department of Transportation for the relocation of the City' sewer and water lines on Hwy 57. The work is necessary due to the MDOT expansion of Hwy 57 (STP-0066- 01(007); 103060-201500); and

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bids; and

WHEREAS, the Mississippi Department of Transportation (MDOT) has agreed to pay 48% of the wastewater expenses and 54.8% of the water expenses; and

WHEREAS, the attached advertisement will run in the Sun Herald on dates to be determined once the permit is acquired;

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 Water/Sewer Relocation Project.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/11/2019
Subject: Authorization to Advertise for bid for the Hwy. 57 Water/Sewer Relocation Project

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the Hwy. 57 Water/Sewer Relocation Project, contingent upon receipt of the U.S. Army Corps of Engineers permit.

BACKGROUND:

This is a joint project with the Mississippi Department of Transportation for the relocation of the City' sewer and water lines on Hwy 57. The work is necessary due to the MDOT expansion of Hwy 57 (STP-0066-01(007); 103060-201500).

MDOT has agreed to pay 48.4% of the wastewater expenses and 54.8% of the water expenses.

DISCUSSION:

If approved, this ad will run in the *Sun Herald* on dates to be determined once the permit is acquired.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid on the Hwy. 57 Water/Sewer Relocation Project, contingent upon receipt of the U.S. Army Corps of Engineers permit.

The City Council may:

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

ATTACHMENTS:

1. Advertisement 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 39533 until 2:00 p.m. (CDT) on _____, _____, 2019, for the following:

HIGHWAY 57 UTILITIES RELOCATION STP-0066-01(007); 103060-203500 CITY OF GAUTIER, MISSISSIPPI

These bids are invited to perform water and sewer utility construction work in Gautier, Mississippi.

A pre-bid meeting will be held on _____, _____, 2019, at the Seymour Engineering Office located at 925 Tommy Munro Drive, Biloxi, MS 39532.

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 Municipal and Public Works projects.

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 rbryant@seymoureng.com 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 39533 and designated as Bid for:

HIGHWAY 57 UTILITIES RELOCATION STP-0066-01(007); 103060-203500 CITY OF GAUTIER, MISSISSIPPI

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 (90) 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 _____, 2019.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times	- / /2019
	- / /2019
Open	- / /2019

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

September 17, 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 17, 2019.

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	<u>\$ 279,539.00</u>	<u>\$ 280,499.20</u>

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

<u>\$ 279,539.00</u>	<u>\$ 280,499.20</u>
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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	<u>\$ 54,603.12</u>	<u>\$ -</u>

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

<u>\$ 54,603.12</u>	<u>\$ -</u>
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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	<u>\$ 46,324.00</u>	<u>\$ 46,324.00</u>

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

<u>\$ 46,324.00</u>	<u>\$ 46,324.00</u>
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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	<u>\$ 23,380.33</u>	<u>\$ -</u>

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

<u>\$ 23,380.33</u>	<u>\$ -</u>
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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	<u>\$ 178,291.47</u>	<u>\$ -</u>

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

<u>\$ 178,291.47</u>	<u>\$ -</u>
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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	\$	-	\$	-
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.

Appendix A- Information on the City – Page A-8, Correction to 2018-19 Tax Levy:

Tax Levy per \$1,000 Valuation¹

	2018-19	2017-18	2016-17	2015-16	2014-15
General Revenue	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

¹ Tax levy figures are given in mills.

*2.8 Mills is dedicated to Public Safety.

SOURCE: Office of the City Clerk; February 2019. Correction to 2018-19 Tax Levy, September 2019.

Appendix B- Information on the System – Page B-2, Correction to Utility Rate Schedule:

Utility Rate Schedule¹

The following table sets forth the utility rate schedule for water and sewer customers in the City:

	Current Rates 2018
Gallons	3,000
Water	
First 3,000 Gallons (Residential)	\$24.75
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	8.25
First 3,000 Gallons (Commercial)	25.50
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	8.50
Sewer²	
First 3,000 Gallons (Residential)	12.30
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	4.10
First 3,000 Gallons (Commercial)	18.75
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	6.25
Wastewater Treatment	
First 3,000 Gallons (Commercial & Residential)	15.45
Over 3,000 Gallons (per 1,000 Gallons) (Commercial & Residential)	5.15
Garbage	
Monthly Charge	21.00
Minimum Average Bill	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. Corrected information, September 2019.
- 2 Sewer Only Monthly charge is \$100.00 for Commercial and \$42.00 for Residential.

SOURCE: Office of the City Clerk; February 2019. Correction to 2018 Utility Rate Schedule, September 2019.

49186009.v1

**CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet**

Council Meeting:
Title:

September 17, 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	☐
☐		☐		☐		☐		☐	

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, on or about September 19th, 2017, the City of Gautier (hereinafter, "the City" or "Lessee") and Singing River, LLC (hereinafter, "Lessor") entered into a Lease Agreement relating to real property designated therein as "the Rental Property"; and

WHEREAS, the original duration of that Lease Agreement was from September 19, 2017 through September 19, 2019; and

WHEREAS, it is the intent of the Lessor and Lessee to extend the Lease Agreement for an additional 2 years, through September 19, 2021, or until such time as the Lease Agreement is terminated pursuant to the terms of that contract; and

WHEREAS, the consideration for this extension shall be the continued obligations of the City under the original Lease Agreement for an additional 2 years; and

WHEREAS, no other terms of the original Lease Agreement will be modified or amended.

WHEREAS, the Mayor and Council Members hereby find that extension of the Lease Agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Lease Agreement extension is hereby approved and authorized.

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

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 17, 2019.

BORDIS & DANOS, PLLC

Attorneys At Law

1215 Government Street
Ocean Springs, MS 39564
Tel: (228) 215-1367
Fax: (228) 215-1358

G. Charles Bordis, IV
cbordis@bordisdanos.com

Joshua W. Danos
jdanos@bordisdanos.com
also licensed in TX and WV (inactive)

September 12, 2019

Lee Brumfield
Singing River, LLC
c/o Scott Rankin
3103 Pascagoula St.
Pascagoula, Mississippi 39567
via certified mail

Shane Morrison
Singing River, LLC
via email: shane@morrison-usa.com

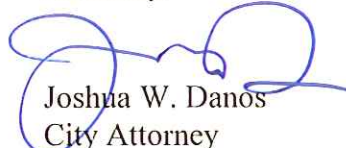
RE: Singing River Mall Site
Option to Purchase

Dear Mr. Brumfield and Mr. Morrison,

On behalf of the City of Gautier, please accept this correspondence as formal extension of the attached Option to Purchase for an additional 180 days from the original deadline.

Please feel free to contact me should you have any questions.

Sincerely,



Joshua W. Danos
City Attorney
Gautier, Mississippi

Prepared by: Bordis & Danos, PLLC
1215 Government Street
Ocean Springs, MS 39564
(228) 215-1358

Return to: Bordis & Danos, PLLC
1215 Government Street
Ocean Springs, MS 39564
(228-215-1358

STATE OF MISSISSIPPI

COUNTY OF JACKSON

DATE: March 29, 2019

INSTRUMENT: Option to Purchase Real Estate Agreement

THE CITY: City of Gautier, Mississippi
3330 Highway 90 East
Gautier, Mississippi 39553
228-497-8000

OPTIONER: Singing River, LLC:
16851 Jefferson Highway, Suite 9-A
Baton Rouge, Louisiana 70817

PROPERTY: Lots 1, 2, 3, 6 and 7, Singing River Mall S/D, Jackson County, MS
AND Parcel in US Gov. Lot 2, Sec. 35-7-7, Jackson County, MS

INDEXING: Lots 1, 2, 3, 6 and 7, Blk. 1, Singing River Mall S/D, Jackson County, MS
AND Parcel in US Gov. Lot 2, Sec. 35, T7S, R7W, Jackson County, MS

OPTION TO PURCHASE REAL ESTATE AGREEMENT

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT (hereinafter, "the Agreement") is made this 29th day of March, 2019 (hereinafter, "the Effective Date"), by and between the City of Gautier, Mississippi, whose address is 3330 HWY 90, Gautier, Mississippi (hereinafter, "the City"), and Singing River, LLC ("Optioner").

WHEREAS, the Optioner desires to sell and City desires an option to purchase, all right, title and interest of Optioner in and to real property located in the City of Gautier, County of Jackson, State of Mississippi, more particularly described on the attached deeds, marked as "Exhibit A" (hereinafter, "the Property").

NOW THEREFORE, Optioner, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby grants unto the City the option to purchase the Property on the terms hereinafter set forth.

TERMS

1. Grant of Option

The Optioner does hereby convey and grant unto the City, and the City hereby accepts from Optioner, the exclusive and irrevocable right and option (hereinafter, "the Option") to purchase the Property upon the terms and conditions set forth herein.

2. Purchase Price

Should the City and/or its assignee exercise the Option, the purchase price shall be seven million dollars (\$7,000,000.00), or the lowest negotiated price mutually acceptable to the parties. If the appraised value of the Property exceeds \$7,000,000.00 and the City exercises the Option, the City agrees to accept the difference in value as a donation from the Optioner¹. Both parties agree and acknowledge that the acquisition of the Property is subject to the regulations imposed by Miss. Code Ann. § 43-37-3.

3. Consideration for Option

In consideration for the Option granted herein, the City or its assignee agrees to actively market the Property to developers and/or tenants, which will likely increase the value of the Property in the event the Option is not exercised. Additionally, the City will contribute up to \$3,000.00 for

¹
The Optioner acknowledges and agrees that the City and its attorney do not hold themselves out as having expertise in tax law, and make no representations regarding how the acceptance of such a donation will be construed by the taxing authorities. Neither the City nor its attorney shall have any liability in this regard.

an appraisal on the property as addressed below.

4. Appraisal

The parties understand and acknowledge that an appraisal must be performed in order to complete any sale of the Property to the City. As such, during the Option Period, the Optioner shall provide a list of three (3) licensed commercial property appraisers for consideration by the City. The appraisers must be agreeable to the City. If any appraiser provided is not acceptable to the City, at its sole discretion, the Optioner shall provide the names of additional appraisers until a list of three is accepted by the City.

Upon receiving the approved list, the City shall request quotes for appraisal services from each. Upon receipt of the quotes, the City shall select one appraiser from the list, and commission an appraisal. The Optioner agrees to pay for such services to the extent the costs exceed \$3,000.00.

5. Term of Option

The City and/or its assignee shall have the right to exercise the Option at any time on or after the Effective Date of this Agreement for a period of 180 days (hereinafter, "the Option Period"). It is hereby acknowledged and agreed that the Option hereby granted constitutes a present and absolute grant of the Option as of the date of this Agreement. The City and/or its assignee shall be granted an additional 180 days extension of the Option if such a request is made in writing by the Option holder within the Option Period.

6. Exercise of Option

The City and/or its assignee shall exercise the Option by delivering written notice via certified mail to Lee Brumfield, a member of Singing River, LLC, c/o Scott Rankin at 3103 Pascagoula Street, Pascagoula, Mississippi 39567. The Option is considered exercised as of the date the written notice is postmarked. If the Option is exercised within the Option Period, closing shall occur within 3 months of the date the Option is exercised. Nothing in this agreement shall be interpreted to require or obligate the City and/or its assigns to exercise the Option or purchase the Property.

7. Closing Costs

If the Option is exercised, Optioner agrees to pay for its legal expenses, standard owner's title insurance, and one half of all closing costs.

8. Cooperation with Marketing Efforts

Optioner agrees to provide the City and/or its assignee with any and all information and/or documentation requested to properly market and explore possible development of the Property.

9. Additional Covenants and Representations of Optioner

Optioner is a Mississippi limited liability company, whose members have vested the undersigned with full authority to enter this Agreement. Consent of third parties is not required in connection with Optioner's execution of this Agreement, or with performance of the obligations contained herein. This Agreement constitutes the authorized, valid and legally binding obligations of Optioner enforceable in accordance with these terms.

The execution and delivery of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under any agreement of Optioner or any instrument to which Optioner is a party or by which Optioner is bound.

Optioner has and shall at all times maintain good and marketable fee simple title to the Property. There are no actions, suits or proceedings pending, or to the knowledge of Optioner, threatened against or affecting Optioner or the Property before any court or governmental body or agency which has the potential to have a material adverse effect on Optioner's ability to perform its obligations herein.

10. Assignment

The City reserves the right to assign or transfer the Option to any third party, individual or entity at any time during the Option Period, with or without notice to the Optioner. Optioner specifically waives any objections it may have to such an assignment, and hereby agrees to any such potential future assignment. Upon any such assignment, the assignee shall have all the rights and obligations of the City, and the City shall thereupon, automatically and without execution of further instruments or documents, be relieved and released of and from all obligations hereunder. Any assignment or transfer of this Option by the City does not relieve the Optioner from any obligation or term herein.

11. Indemnity

Optioner shall indemnify, defend and hold harmless the City and drafting attorney from and against any and all suits, claims, causes of action, damages and costs (including attorneys fees and costs) arising out of any alleged breach of this Agreement by Optioner and/or any assignee, including, without limitation, any breach of any covenant, representation or warranty.

12. No Partnership or Joint Venture

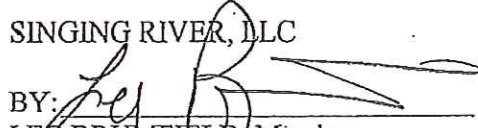
Nothing in this Agreement, nor any act of either party pursuant hereto shall be deemed to constitute the parties as partners or joint venturers with regard to the Property, and neither party shall hold itself out as being the partner or joint venturer of or with the other party.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

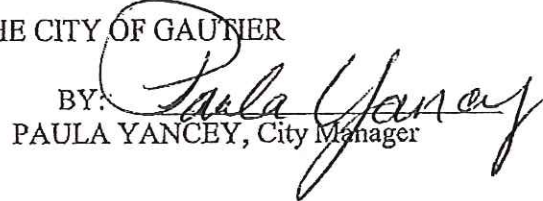
WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of 29th March, 2019.

SINGING RIVER, LLC

BY: 
LEE BRUMFIELD, Member

BY: 
SHANE B. MORRISON, Member and Manager

THE CITY OF GAUTIER

BY: 
PAULA YANCEY, City Manager

STATE OF MS

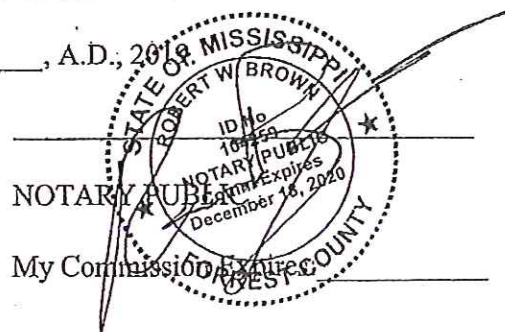
COUNTY OF FORD

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Lee Brumfield, who acknowledged to me that he, as a duly authorized member of Singing River, LLC, has the authority to bind Singing River, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28 day of

MARCH

, A.D., 2019



STATE OF Louisiana
~~Parish~~
COUNTY OF East Baton Rouge

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Shane Morrison, who acknowledged to me that he, as a duly authorized member and manager of Singing River, LLC, has the authority to bind Singing River, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of

March, A.D., 2019.

Janelle Bagnell
NOTARY PUBLIC

My Commission Expires: at death



STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29 day of March, A.D., 2019.



NOTARY PUBLIC

My Commission Expires: May 6, 2022



SPECIAL WARRANT



STATE OF MISSISSIPPI
COUNTY OF JACKSON

KNOW ALL MEN BY THESE PRESENTS that John Hancock Life Insurance Company, a Massachusetts corporation with a mailing address c/o The Real Estate Investment Group, John Hancock Place, Post Office Box 111, Boston, Massachusetts 02117, Telephone ((617) 572-9270, hereinafter referred to as "GRANTOR", for and consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, hereby acknowledged to have been paid to GRANTOR by Shingling Lee, LLC, a limited liability company, organized and existing under the laws of Mississippi, with a mailing address c/o Lee Unumfield, Ocean Motel Apartments, 265 Front Beach Drive, Ocean Springs, Mississippi 39564, ALICE Office and Telephone number (650) 897-8944 (hereinafter referred to as "GRANTEE"), does, upon and subject to any and all conditions, covenants, exceptions, limitations, reservations and restrictions hereinafter contained or mentioned, hereby GRANT, MARGABE, SELL, CONVEY and Specially WARRANT unto GRANTEE, that certain real property ("Property") situated in Jackson County, Mississippi, as is more particularly described on Exhibit A, which is attached hereto and adopted and incorporated herein, as if fully set out TOGETHER WITH ALL AND SINGULAR, the rights, interests, privileges, hereditaments, easements, appurtenances and improvements thereto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD UNTO GRANTEE, and to his successors and assigns forever.

GRANTOR makes no warranties of title, except, as may be implied by statute, through GRANTOR's use of the words "grant, bargain, sell and convey" and specially warrants, and any

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such implied warranties of title shall be subject to those matters set forth on Exhibit D, which is attached hereto, and adopted and incorporated herein, as fully set out. Other than any such implied, warranties of title, GRANTOR makes no warranty whatsoever, whether express or implied and conveys the property, to GRANTEE, as is, with all faults.

All recording references in this deed are to the documents appearing in the land records of Jackson County, Mississippi.

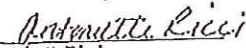
Taxes for the year 2003 have been established, according to actual 2002 assessments, and prepaid at closing. GRANTEE shall pay the 2003 taxes as and when due.

IN WITNESS WHEREOF, GRANTOR has caused this deed to be duly executed to this deed by its duly authorized officers on this the 30th day of December, 2003.

JOHN HANCOCK LIFE INSURANCE COMPANY

ATTEST:

By: 
Philip W. Kell
Its Secretary

By: 
Antoinette Ricci
Its Assistant Secretary



COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Personally appeared before me, the undersigned authority in and for said county and commonwealth, on this 8th day of December, 2007, within my jurisdiction, the within-named Philip W. Freiburger and Antoinette Ucci, duly identified before me, who acknowledged that they are a Senior Investment Officer and an Assistant Secretary, respectively of John Hancock Life Insurance Company, a Massachusetts corporation, and that for and on behalf of said corporation and as its agent and deed, they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand and official seal, this the 8th day of December, 2007.

ATTEST: NOTARIAL SEAL

Notary Public
My Commission Expires

LYNN O'NEILL, Notary Public
My Commission Expires
April 14, 2010

THIS INSTRUMENT IS RETURNED BY:

Rick A. LaTrec
Johnston, Adams, Walley, Gordon & Harris, L.L.C.
104 St. Francis Street, 8th Floor
Post Office Box 1938
Mobile, Alabama 36633
Telephone (251) 432-7682
Facsimile (251) 432-2690

ATTACHMENTS: Exhibit A - Description of Property
Exhibit B - Special Warranty Deception

Collected Address & Phone No.
40 Johnston, Adams, Walley, Gordon & Harris, L.L.C.
P.O. Box 1938
Mobile, AL 36633
Tel: 251-432-7682

3

Get the address & phone no.
R.A.S. Grant Real Estate Office
6666 Hwy 1, MS 37564
Tel: 228-667-8771

EXHIBIT 'A'

Lots 1, 2, 3 and 4, Slings River Mill Subdivision, as per plat thereof recorded in Plat Book 10, Page 20, Records of Plats of Jackson County, Mississippi in the City of Gautier, Jackson County, Mississippi, in U. S. Government Lot 2, Fractional Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

ALSO BEING DESCRIBED AS FOLLOWS:

Lots 1 & 4

All of Lots 1 & 4, Block 1, Slings River Mill Subdivision, Gautier, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 10, Page 20, on the 20th day of February, 1900, being located in a portion of U. S. Government Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U. S. Highway 90, thence North $40^{\circ}00'00''$ West along said North right-of-way of U. S. Highway 90 for a distance of 80.32 feet to a point; thence North $00^{\circ}32'00''$ West for a distance of 240.10 feet to a $\frac{1}{2}$ " iron pin and the POINT OF BEGINNING of the herein described parcel of land.

From said POINT OF BEGINNING, thence South $00^{\circ}28'00''$ West for a distance of 22.00 feet to a $\frac{1}{2}$ " iron rod and the point of curvature of a curve to the right; thence along a curve to the right having a radius of 100.00 feet, an arc length of 280.74 feet, chord bearing of South $40^{\circ}44'00''$ West and a chord distance of 240.00 feet to a score hole; thence North $00^{\circ}00'00''$ West for a distance of 471.00 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, a chord bearing of South $45^{\circ}00'00''$ West and a chord distance of 42.43 feet to a score hole; thence South $10^{\circ}00'00''$ West for a distance of 07.03 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.03 feet, chord bearing of South $03^{\circ}48'51''$ East and a chord distance of 33.20 feet to a score hole and a point on the North right-of-way of U. S. Highway 90; thence North $00^{\circ}00'00''$ West along said North right-of-way of U. S. Highway 90 for a distance of 91.30 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.03 feet, chord bearing of North $24^{\circ}48'51''$ East and a chord distance of 33.20 feet to a $\frac{1}{2}$ " iron pin; thence North $10^{\circ}00'00''$ East for a distance of 07.03 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North $30^{\circ}00'00''$ West and a chord distance of 42.43 feet to a score hole; thence North $00^{\circ}00'00''$ West for a distance of 80.01 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 100.00 feet, an arc length of 62.47 feet, chord bearing of

South $77^{\circ}30'00''$ West and a chord distance of 80.30 feet to a corner hole; thence South $66^{\circ}00'00''$ West for a distance of 126.00 feet to a corner hole; thence South $10^{\circ}00'00''$ West for a distance of 30.20 feet to said North right-of-way of U.S. Highway 90 and a $\frac{1}{2}$ " iron pin; thence North $80^{\circ}00'00''$ West along said North right-of-way of U.S. Highway 90 for a distance of 111.20 feet to a $\frac{1}{2}$ " iron pin; thence North $10^{\circ}00'00''$ East for a distance of 490.00 feet to a P.K. nail; thence North $80^{\circ}00'00''$ West for a distance of 140.28 feet to a point; thence North $10^{\circ}00'00''$ East for a distance of 105.04 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 121.00 feet to a point; thence North $10^{\circ}00'00''$ East for a distance of 40.00 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 42.00 feet to a point; thence South $10^{\circ}00'00''$ West for a distance of 40.00 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 101.60 feet to a point; thence South $10^{\circ}00'00''$ West for a distance of 71.04 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 40.04 feet to a point; thence North $10^{\circ}00'00''$ West for a distance of 67.00 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 122.70 feet to a P.K. nail; thence South $10^{\circ}00'00''$ West for a distance of 140.00 feet to a P.K. nail; thence South $80^{\circ}00'00''$ East for a distance of 17.03 feet to a P.K. nail; thence South $10^{\circ}00'00''$ West for a distance of 163.11 feet to a P.K. nail and the point of curvature of a curve to the right; thence along a curve to the right having a radius of 80.00 feet, an arc length of 34.00 feet, chord bearing of South $47^{\circ}12'14''$ East and a chord distance of 33.02 feet to a point; thence South $25^{\circ}00'00''$ East for a distance of 62.37 feet to the point of curvature of a curve to the right; thence along a curve to the right having a radius of 170.00 feet, an arc length of 20.00 feet, chord bearing of South $30^{\circ}24'36''$ East and a chord distance of 20.00 feet to a P.K. nail; thence South $10^{\circ}00'00''$ West for a distance of 42.42 feet to the said North right-of-way of U.S. Highway 90 and a $\frac{1}{2}$ " iron pin; thence North $80^{\circ}00'00''$ West along said North right-of-way of U.S. Highway 90 for a distance of 170.03 feet to a point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of North $24^{\circ}48'61''$ East and a chord distance of 33.20 feet to a point; thence North $10^{\circ}00'00''$ East for a distance of 82.03 feet to the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North $35^{\circ}09'00''$ West and a chord distance of 42.43 feet to a point; thence North $80^{\circ}00'00''$ West for a distance of 76.83 feet to the point of curvature of a curve to the left; thence along a curve to the left having a radius of 15.00 feet, an arc length of 23.68 feet, chord bearing of South $55^{\circ}00'00''$ West and a chord distance of 21.21 feet to a point; thence North $10^{\circ}00'00''$ West for a distance of 130.00 feet to a point on said North right-of-way of U.S. Highway 90; thence along U.S. Highway 90 North $80^{\circ}00'00''$ West for a distance of 327.00 feet to a concrete monument located at the intersection of said North right-of-way of U.S. Highway 90 and the East right-of-way of Dolphin Road; thence North $80^{\circ}00'00''$ West along said East right-of-way of Dolphin Road for a distance of 710.70 feet to a $\frac{1}{2}$ " iron pin; thence continuing along said East right-of-way of Dolphin Road North $05^{\circ}09'00''$ West for a distance of 370.00 feet to a $\frac{1}{2}$ " iron pin located at the intersection of the South right-of-way of Singing River Road and said East right-of-way of Dolphin Road; thence North $72^{\circ}32'00''$ East along said South right-of-way of Singing

River Road for a distance of 716.00 feet to a $\frac{1}{4}$ " iron pin; thence continuing along said South right-of-way of Slings River Road South $00^{\circ}00'00"$ East for a distance of 100.00 feet to a $\frac{1}{4}$ " iron pin; thence South $10^{\circ}00'00"$ West for a distance of 127.71 feet to a point; thence South $00^{\circ}00'00"$ East for a distance of 02.00 feet to a point; thence South $10^{\circ}00'00"$ West for a distance of 110.00 feet to a point; thence South $00^{\circ}00'00"$ East for a distance of 240.00 feet to a point; thence North $10^{\circ}00'00"$ East for a distance of 110.00 feet to a point; thence North $65^{\circ}00'00"$ East for a distance of 118.07 feet to a P.K. nail; thence North $10^{\circ}00'00"$ East for a distance of 540.43 feet to a point on said South right-of-way of Slings River Road and a $\frac{1}{4}$ " iron pin and a $\frac{1}{4}$ " iron pin; thence along said South right-of-way of Slings River Road North $67^{\circ}00'00"$ East for a distance of 40.72 feet to a $\frac{1}{4}$ " iron pin; thence South $20^{\circ}10'00"$ East for a distance of 70.40 feet to a $\frac{1}{4}$ " iron pin; thence South $10^{\circ}00'00"$ West for a distance of 210.00 feet to a P.K. nail; thence South $00^{\circ}00'00"$ East for a distance of 208.00 feet to a $\frac{1}{4}$ " iron pin; thence South $00^{\circ}32'00"$ East for a distance of 117.27 feet to a $\frac{1}{4}$ " iron pin and back to the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

LOT 2

Lot 2, Block 4, Slings River Moll Subdivision, Gulfport, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 10, Page 20, on the 18th day of February, 1900, being located in a portion of U. S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 90; thence North $60^{\circ}00'00"$ West along said North right-of-way of U.S. Highway 90 for a distance of 68.32 feet to a $\frac{1}{4}$ " iron rod and the Point of Beginning of the herein described parcel of land.

From said POINT OF BEGINNING, thence North $00^{\circ}32'00"$ West for a distance of 249.16 feet to a $\frac{1}{4}$ " iron pin; thence South $00^{\circ}20'00"$ West for a distance of 22.00 feet to a $\frac{1}{4}$ " iron rod and the point of curvature of a curve to the right; thence along a curve to the right having a radius 160.00 feet, an arc length of 200.74 feet, chord bearing of South $40^{\circ}44'00"$ West and a chord distance of 248.00 feet to a screw hole; thence North $00^{\circ}00'00"$ West for a distance of 171.00 feet to a screw hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of South $65^{\circ}00'00"$ West and a chord distance of 42.43 feet to a screw hole; thence South $10^{\circ}00'00"$ West for a distance of 87.03 feet to a $\frac{1}{4}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 63.00 feet, an arc length of 33.65 feet, chord bearing of South $04^{\circ}49'00"$ West and a chord distance of 33.20 feet to a screw hole and a point on North right-of-way of U.S. Highway 90; thence South $60^{\circ}00'00"$ East along said North right-of-way of U.S. Highway 90 for a distance

of 435.24 feet back to a 1" iron rod and the POINT OF BEGINNING of the herein described parcel of land, said Parcel being contained in Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

LOTS

Lot 3, Block 1, Singing River Mall Subdivision, Galloway, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 10, Page 20, on the 20th day of February, 1980, being located in a portion of U.S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 80, thence North 00°00'00" West along said North right-of-way of U.S. Highway 80 for a distance of 66.32 feet to a 1" iron rod; thence continue along the North right-of-way of U.S. Highway 80 North 00°00'00" West for a distance of 435.24 feet to a score hole; thence continue along the North right-of-way of U.S. Highway 80 North 00°00'00" West for a distance of 91.30 feet to a 3/4" iron pipe and the POINT OF BEGINNING of the herein described parcel of land.

From said POINT OF BEGINNING thence along a curve to the left having a radius of 05.00 feet, an arc length of 33.05 feet, chord bearing of North 24°40'01" East and a chord distance of 33.20 feet to a 1/4" iron pipe; thence North 10°00'00" East for a distance of 07.03 feet to a 3/4" iron pipe and the point of curvature of a curve to the left thence along a curve to the left having a radius of 30.00 feet an arc length of 47.12 feet, chord bearing of North 35°00'00" West and a chord distance of 42.43 feet to a score hole; thence North 00°00'00" West for a distance of 39.01 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 100.00 feet, an arc length of 02.47 feet, chord bearing of South 77°30'00" West and a chord distance of 90.30 feet to a score hole; thence South 05°00'00" West for a distance of 125.00 feet to a score hole; thence South 10°00'00" West for a distance of 80.20 feet to said North right-of-way of U.S. Highway 80 and a 1/4" iron pipe; thence South 00°00'00" East along said North right-of-way of U.S. Highway 80 for a distance of 223.69 feet back to a 1/4" iron pipe and back to the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi.

EXHIBIT "M"
SPECIAL WARRANTY EXCEPTIONS

1. Taxes for the year 2003 and subsequent years and any taxes or special assessments which are not shown as existing liens by the public records.
2. Subject to any and all matters pertaining to any right, title or interest in and to any of the oil, gas and other minerals in, or under said land.
3. Subject to the gas company easements, Mississippi Power Company right of way easements, and building setback lines, as shown on the recorded plat of Singing River Mall Subdivision, as recorded in Plat Book 16, Page 20, of the Land Deed Records of Jackson County, Mississippi.
4. Easements and other rights created for the benefit of H. J. Wilson Company, Inc. ("Wilson"), and McElree's, Inc. ("McElree's"), and their successors and assigns, under Operating Agreement dated July 3, 1978, recorded in Book 621, Page 332, in the office of the Chancery Clerk of Jackson County, Mississippi, as supplemented by Supplemental to Operating Agreement between McElree's and Singing River Mall Company ("Singing River"), dated July 3, 1978, and Supplemental to Operating Agreement between Wilson and Singing River dated July 3, 1978, as amended by Joint Site Work Agreement between McElree's, Wilson, and Singing River, dated July 3, 1978, as supplemented by Supplemental to Joint Site Work Agreement between McElree's and Singing River dated July 3, 1978, and Supplemental to Joint Site Work Agreement between Wilson and Singing River, dated July 3, 1978, said Operating Agreement having been further amended by First Amendment to Operating Agreement dated June 20, 1980, recorded in said Clerk's office in Book 692, Page 12, and as further supplemented by First Amendment to Supplemental to Operating Agreement between Singing River, McElree's and Arroyo Real Estate Company, dated June 20, 1980, and as further supplemented by First Amendment to Supplemental to Operating Agreement between Singing River, Wilson and H. J. Wilson Co., Inc., dated June 20, 1980, and as further amended by First Amendment to Joint Site Work Agreement dated June 20, 1980.
5. Subject to any and all matters pertaining to the right, title and interest in any of the oil, gas, and other minerals in, on or under said land. Nevertheless, we note that all oil, gas and mineral rights are reserved in favor of the McElree Corporation as set forth in Warranty Deed dated August 21, 1961, recorded in Land Deed Book 119, Pages 369-372. All rights of ingress and egress, and all other rights insofar as they may apply to the use of the surface for the purpose of drilling or exploring for oil, gas, and minerals on this subject property have been released and surrendered by that certain Non-Disturbance Agreement dated December 14, 1977, recorded in Land Deed Book 608, Pages 410-412, executed by Glenover Corporation and Columbia Ventures, Inc., and on file in the office of the Chancery Clerk of Jackson County, Mississippi.

6. Subject to an Easement from the Slaglog River Mall Company, a Mississippi General Partnership, to Mississippi Power Company, dated July 24, 1978, recorded in Land Deed Book 626, Pages 489-491, and filed for record on August 16, 1978, at 10:30 a.m., providing for an 80 foot easement over and across the eastern 80 feet of the subject property.
7. Subject to a Natural Gas Easement from Slaglog River Mall Company, a Mississippi General Partnership to the City of Pascagoula, Mississippi, dated August 27, 1978, recorded in Deed Book 659, Pages 395-399, Land Deed Records of Jackson County, Mississippi.
8. Subject to that certain Communications Facilities Easement executed by John Hancock Life Insurance Company, d/b/a John Hancock Mutual Life Insurance Company, to Mississippi Power Company dated January 23, 2001, recorded in Deed Book 1233, Pages 318-321 of the Land Deed Records of Jackson County, Mississippi.
9. Subject to a Memorandum of Lease from the Slaglog River Mall Company, a Mississippi General Partnership, to J. C. Penney Company, Inc. dated October 2, 1978, recorded in Deed Book 631, Pages 45-49, Land Deed Records of Jackson County, Mississippi.
10. Memorandum of Lease Executed by Slaglog River Mall Company to Sears, Roebuck and Company dated July 7, 1983, recorded in Deed Book 768, Pages 597-603, Land Deed Records of Jackson County, Mississippi.
11. Assignment of Lease executed by and between Slaglog River Mall Company as Landlord and Elit Cine Theaters, Inc. as Assignee dated May 23, 1986, recorded in Deed Book 873, Pages 674-676, Land Deed Records of Jackson County, Mississippi.
12. Short Form of Lease by and between Slaglog River Mall Company as Lessor and Elit Cine Theaters, Inc. as Lessee dated November 15, 1986, recorded in Deed Book 873, Pages 677-681, Land Deed Records of Jackson County, Mississippi.

MISSISSIPPI

3



APR 18 2014 11:03 AM
P. 010/047
APR 18 2014 11:03 AM
P. 010/047

This instrument Prepared by & Return To:

John H. Knorr, MSB 116, 3774
00001 & Vailmillson, PLLC
P.O. Box 1610
Peterson, MS 39355-1016
(228) 762-2272

Indorsed: Placed in U. S. Government Lot 2, of Fractional Sec 35-7-7, N/O Lot 7, Sec 1 of Spring Water Mts.,
Jackson County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of Ten and No/100ths Dollars (\$10.00), cash
in hand paid, and other good and valuable considerations, the receipt of all of which is hereby
acknowledged,

SIMPONPHIUS GAUTHIER, LLC, a Mississippi limited liability company
2800 Highway 63
Gautier, MS 39553
(228) 617-0760

does hereby convey, grant, bargain, sell, and warrant unto

SHILOH NIVER, LLC
P.O. Box 1380
Ocean Springs, MS 39566
(228) 617-0760

the following described property situated in the County of Jackson, State of Mississippi, more particularly
described as follows, to-wit:

Parcel 11

That certain parcel of land situated in U. S. Government Lot 2 of Fractional Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, and more particularly described as follows, to-wit:

Commencing at a point where the East line of said Government Lot 2 intersects the North right-of-way line of U. S. Highway 90; thence run North 00° West along the said North right-of-way line of U. S. Highway 90, a distance of 65.32 feet; thence run North 03° 32' West, a distance of 1,269.43 feet; thence run North 00° 00' West a distance of 285.00 feet; thence run North 10° 00' East, a distance of 210.00 feet; thence run North 20° 48' West a distance of 70.40 feet; thence run South 67° 00' West a distance of 40.72 feet to the Point of Beginning; thence run South 10° West a distance of 518.43 feet; thence run South 65° West, a distance of 113.07 feet; thence run South 10° West a distance of 110.00 feet; thence run North 00° West, a distance of 240.00 feet; thence run North 10° East, a distance of 110.05 feet; thence run North 80° West a distance of 62.00 feet; thence run North 10° East a distance of 527.51 feet; thence run South 00° East a distance of 270.34 feet; thence run North 67° East a distance of 141.20 feet to the Point of Beginning. Being the same property referred to as Lot 7, Block 1 of Slough River Fall Subdivision, as set apart in the Land Records of Jackson County, Mississippi, in Plat Book 10, Page 20.

Parcel 11:

Measurements, rights, and appurtenances for the benefit of Parcel 11 granted pursuant to an Operating Agreement by and between McNeese, Inc., 11 J. Wilson Co., Inc., and the Slough River Fall Company, dated July 3, 1978, recorded in Land Deed Book 623, Pages 332-403, and on file in the office of the Chancery Clerk of Jackson County, Mississippi, together with any amendments thereto.

The heretofore described two parcels of land being the same property conveyed to SM Properties Gaudier, LLC, a Mississippi limited liability company, by Special Warranty Deed dated December 10, 2003, recorded in Deed Book 1320, Pages 704-707, Land Deed Records of Jackson County, Mississippi.

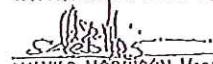
Together with all buildings and improvements situated thereon.

THIS CONVEYANCE IS SUBJECT to any and all covenants, easement, dedications, rights-of-ways, restrictions, reservations, mineral rights and interest conveyances of record, pertaining to or affecting the usage of the heretofore described real property, including rights of ingress and egress.

WITNESS THE SIGNATURE, on this 7th day of January, A.D., 2014.

SM PROPERTIES GAUDIER, LLC

BY:


STEVEN D. MORRIS, Manager

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named SHAHE D. MORRISON, who acknowledged to me that he is the Manager of SMP PROPERTY SERVICES, LLC, and in such capacity that he signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of said limited liability company, after first having been duly authorized by said limited liability company to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 7th day of January, A.D., 2014.



Shahe D. Morrison
NOTARY PUBLIC
My Commission Expires: 10/11/17

STATE OF MISSISSIPPI

COUNTY OF JACKSON

LEASE AGREEMENT

THIS LEASE, made and entered into on this the 19 day of September, AD., 2017, by and between Singing River, LLC, hereinafter designated as "Lessors" and The City of Gautier, hereinafter designated as "Lessee".

1. Lessors hereby lease and let unto Lessee for a period of two (2) years beginning on the date of execution of this lease by both parties, and ending on the two (2) year anniversary of same, for the rental hereinafter set out, on the following described property, located at 2800 HWY 90, Gautier, Mississippi 39553.
2. The "rental property" shall consist of the unoccupied Highway 90 frontage on the corner of Dolphin Dr. And Highway 90, and the entire frontage of Dolphin Dr. An approximation of the leased premises has been attached as "Exhibit A" to this agreement.
3. The parties appreciate that the Lessee intends to utilize the leased premises for any and all legal purposes.
4. In exchange for, and in consideration of the use of the rental property, Lessee does hereby accept this Lease and the herein described property, subject to the following terms and conditions of this Lease, to which the Parties hereto subscribe and bind themselves:
 - a. The Lessors will do the following:
 - i. The Lessor will remain responsible for satisfaction of any existing loan payments, liens, or other monetary encumbrances pertaining to the leased premises.
 - ii. The Lessors will keep the leased premises free from all liens or encumbrances that would interfere or might interfere with the Lessee's enjoyment of the use of said property.

- iii. The Lessor will remain responsible for any additional improvements and/or capital expenditures to the property.
 - iv. The Lessor will be responsible for any and all structural and subsurface issues concerning the property.
 - v. The Lessor will be responsible for any and all maintenance and/or defects with the property not specifically enumerated in section 4(b)(i) of this agreement.
 - vi. Pay all ad valorem taxes and special assessments legally assessed against said real property.
- b. The Lessee will do the following:
- i. Provide general maintenance for the property, including grass cutting weed control, litter control, patching potholes, and tree trimming.
 - ii. Occupy and use said property and exercise reasonable diligence and prudence in the preservation thereof and not subject the same to any damage. In the event Lessee makes or causes to be made any improvements to said property, said improvements shall be approved by Lessors, in writing.
 - iii. Lessee and its employees will be responsible for acting in a reasonably safe manner when occupying the leased premises.
 - iv. The leased property will be covered by the Lessee's liability coverage for the duration of the leasehold, and Lessors will be listed as an additional insured on said policy.
5. It is agreed that the Lessors will be permitted to market and show the leased premises for interested potential purchasers of the property during the leasehold.
6. All of the terms, provisions, conditions, and agreements contained in this Lease Agreement are to apply to and be binding on the parties hereto, their heirs, representatives, executors, administrators, successors or assigns, and whenever in this Lease a reference to any of the parties herein is made, such reference shall be deemed to include, wherever appropriate, their heirs, representative, executors, administrators, successors or assigns.

7. Irrespective of the place of execution or performance, this Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, and all transactions shall be in accordance with the laws of the State of Mississippi. This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted. If any words or phrases in this Contract shall have been stricken or otherwise eliminated, whether or not any other words or phrases have been added, this Contract shall be construed as if the words or phrases so stricken or eliminated were never included in this Contract and no implication or reference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated. All terms and words used in this Contract, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
8. Either party to this agreement may terminate upon ninety (90) days written notice.
9. A photostatic, copy, facsimile or electronic signature of this document or separate acknowledgment or approval of same shall have the same force and effect as "ink" signatures and shall act as a fully executed original and that third parties may rely upon same.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of September 19, 2017.

LESSORS:

SINGING RIVER, LLC

BY:


SHANE MORRISON, MANAGER

Notice Address:

Singing River, LLC

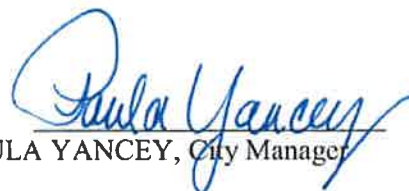
PO Box 86757

Baton Rouge, LA 70879

LESSEE:

THE CITY OF GAUTIER

BY:


PAULA YANCEY, City Manager

STATE OF ~~Mississippi~~ LOUISIANA

PARISH
COUNTY OF ~~Jackson~~ EAST BATON ROUGE

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and
for the jurisdiction aforesaid, the within named SHANE MORRISON
~~Lee Brumfield~~, who acknowledged to me that he has
the authority to bind Singing River, LLC as owner of the above-described property, and in such
capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date
therein as the act and deed of Singing River, LLC, after first having been duly authorized by said
entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19 day of
September, A.D., 2017.

Christie B. Duggan

NOTARY PUBLIC

My Commission Expires: at death

CHRISTIE B. DUGGAN
NOTARY ID NO. 87411
EAST BATON ROUGE PARISH, LA

STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of The City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 19th day of September, A.D., 2017.

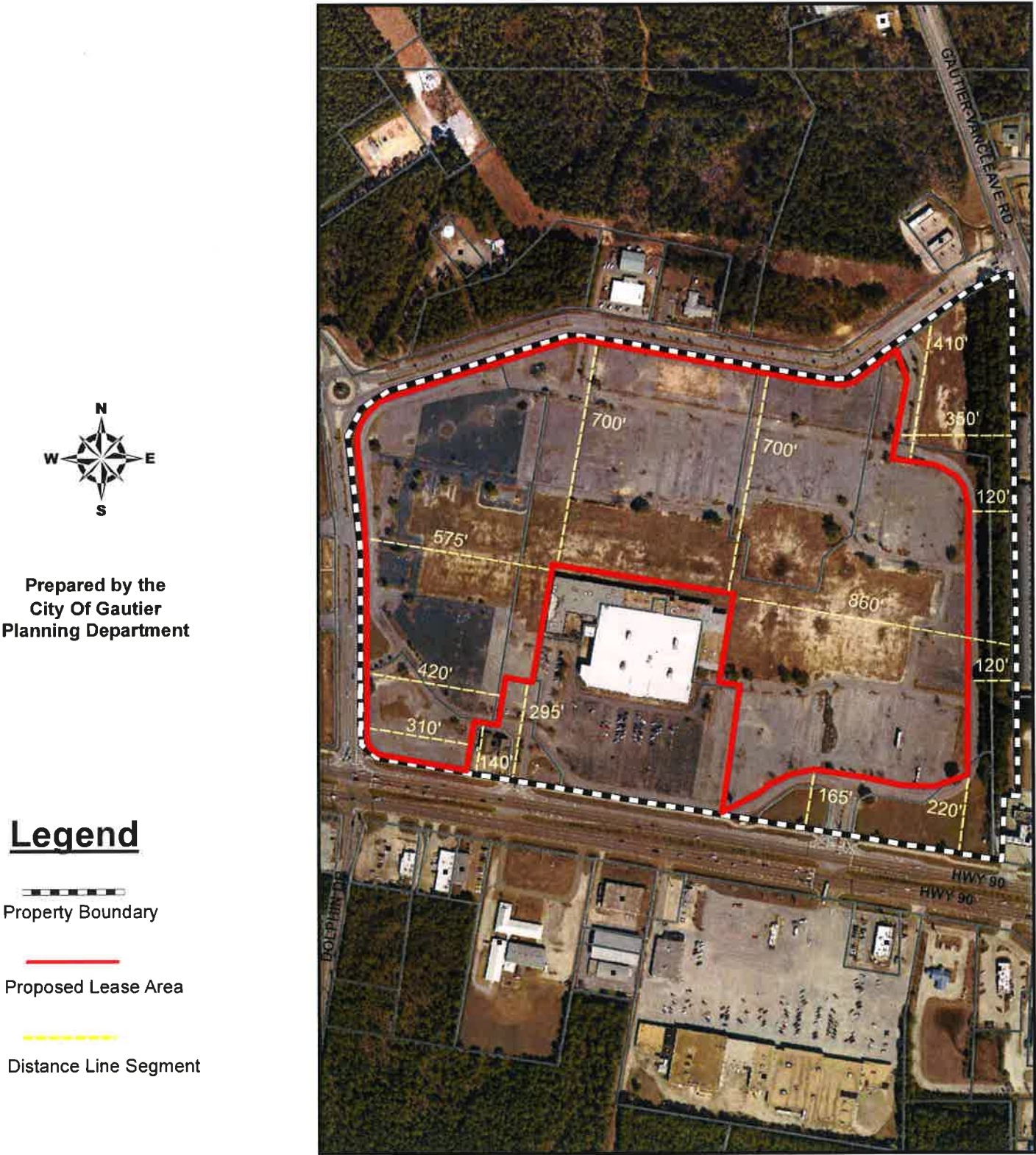
Tricia L. Thigpen

NOTARY PUBLIC

My Commission Expires: January 31, 2019



Mall Property Proposed Lease Area



EXTENSION OF LEASE AGREEMENT

On or about September 19th, 2017, the City of Gautier (hereinafter, "the City" or "Lessee") and Singing River, LLC (hereinafter, "Lessor") entered into a Lease Agreement relating to real property designated therein as "the Rental Property". A copy of the Lease Agreement is attached hereto as "Exhibit A", and is incorporated herein as if fully reproduced, word for word).

The original duration of that Lease Agreement was from September 19, 2017 through September 19, 2019. It is the intent of the Lessor and Lessee to extend the Lease Agreement for an additional 2 years, through September 19, 2021, or until such time as the Lease Agreement is terminated pursuant to the terms of that contract. All other terms and provisions of the Lease Agreement are hereby incorporated, and shall remain in effect throughout the new duration.

The consideration for this extension shall be the continued obligations of the City under the original Lease Agreement for an additional 2 years.

No other terms of the original Lease Agreement are hereby modified or amended.

WITNESS OUR SIGNATURES this 12th day of September, 2019.

CITY OF GAUTIER

SINGING RIVER, LLC

Paula Yancey, City Manager



Shane Morrison, Member

STATE OF Louisiana
Parish
COUNTY OF East Baton Rouge

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Shane Morrison, who acknowledged to me that he has the authority to bind Singing River, LLC as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 12th day of September, A.D., 2019.

Janelle Bagnell
NOTARY PUBLIC



My Commission Expires: at death

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of The City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2019.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:
Title:

September 17, 2019
Authorization to accept a wastewater engineering supplemental agreement from MDOT for the Hwy 57 Sewer Relocation Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to accept a wastewater engineering supplemental agreement from MDOT for the Hwy 57 Sewer Relocation Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Grants and Projects Department request the City Council to accept a wastewater engineering supplemental agreement from Mississippi Department of Transportation (MDOT) for the Hwy 57 Sewer Relocation Project; and

WHEREAS, Mississippi Department of Transportation (MDOT) has agreed to pay 48.4% of the wastewater expenses; and

WHEREAS, the design costs increased due to the Mississippi Department of Archives and History requiring a Cultural Resources Survey, which was not previously required. MDOT will participate in the \$5,000 cost at 100%.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the city accepts a wastewater engineering supplemental agreement from Mississippi Department of Transportation (MDOT) for the Hwy 57 Sewer Relocation Project.

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

Motion was made by **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 17, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/11/2019
Subject: Accept Wastewater Engineering Supplemental Agreement from MDOT for Hwy. 57 Sewer Relocation Project

REQUEST:

The Grants and Projects Department requests City Council authorization to accept a wastewater engineering supplemental agreement from MDOT for the Hwy. 57 Sewer Relocation Project.

BACKGROUND:

This is a joint project with the Mississippi Department of Transportation for the relocation of the City' sewer and water lines on Hwy 57. The work is necessary due to the MDOT expansion of Hwy 57 (STP-0066-01(007); 103060-201500). MDOT has agreed to pay 48.4% of the wastewater expenses and 54.8% of the water expenses.

DISCUSSION:

The design costs increased due to the Mississippi Department of Archives and History requiring a Cultural Resources Survey, which was not previously required. MDOT will participate in the \$5,000 cost at 100 percent. The previously approved engineering agreement, made with Seymour Engineering, was \$228,591.16. With this supplemental agreement, the revised agreement amount is \$233,591.16.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the acceptance of a wastewater engineering supplemental agreement from MDOT for the Hwy. 57 Sewer Relocation Project.

The City Council may:

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

ATTACHMENTS:

1. Supplemental Agreement Package from MDOT

Melinda L. McGrath
Executive Director

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



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

August 13, 2019

City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: STP-0066-01(007), 103060-203000
Jackson County / sewer

Dear Sir or Madam:

Attached is an approved copy of your engineering supplemental agreement.

Very truly yours,

RIGHT OF WAY DIVISION

A handwritten signature in blue ink, appearing to read "D Greer", is written over a light blue circular stamp.

Dale Greer
Property Management Officer

DG/am

Attachment

cc: District VI (Lozano, 16-10)
Utility File

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: Mr. Dale Greer 84-01U ✓
Property Management Officer

DATE: July 12, 2019

FROM: Mr. Corando A. Lozano 16-10 ^{CA}
Gulf Coast Utility Coordinator

SUBJECT OR PROJECT NO: STP-0066-01(008)
103060-203000

INFORMATION COPY TO:

COUNTY: Jackson

Project File 16-10
Central Records 89-20

Attached is request No. 1 to supplement the approved Wastewater Engineering Agreement with The City of Gautier.

Justification:

This supplement is requested due to increased design due to the Mississippi Department of Archives and History (MDAH) Cultural Resources Survey, which was not previously required.

The City of Gautier requests an engineering price adjustment from \$228,591.16 to \$233,591.16 to complete their **Wastewater Engineering** relocation.

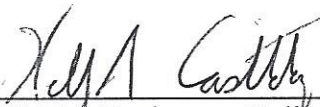
Approved Engineering Agreement Amount: **\$228,591.16**

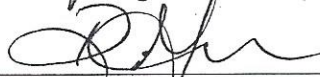
Supplement Amount: **\$5,000.00**

MDOT Participation: 100% = \$5,000.00

City of Gautier Participation: 0% = \$0.00

Revised Agreement amount: \$233,591.16


District Engineer – Kelly Castleberry


Utility Liaison – Dale Greer


Asst. Division Administrator – ROW – Stephen Downing


Asst. Chief Engineer – Pre-Construction – Jeff Ely

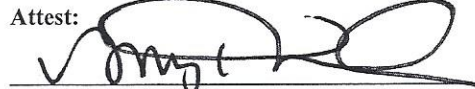
Attachment

APPROVED:


EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

BOOK 21 PAGES 1194 &

Attest:


SECRETARY

(Seal)

Mayor
Phil Terjusen

City of Gautier

Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia Russell

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



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

June 18, 2019

Corando A. Lozano
MDOT, District 6
Gulf Coast Regional Office (16-10)
16499 Highway 49 North
Saucier, Mississippi 39574-9740

RE: Highway 57 Utility Relocate
Supplemental Agreement Request # 1 Engineering
Cost of Cultural Resources Assessment

Dear Mr. Lozano:

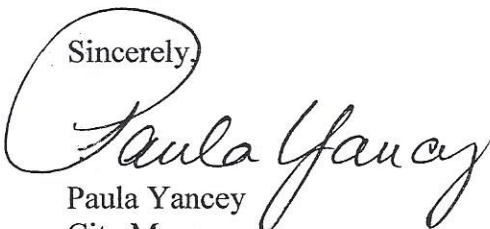
The City of Gautier requests Supplemental Agreement # 1 Engineering for unforeseen costs related to this project.

As you are aware, the Mississippi Department of Archives and History (MDAH) has requested that a cultural resources survey be performed. The City has been instructed that the Department of Marine Resources cannot do anything further with our application until the completion of this survey.

With this letter, the City of Gautier is requesting an additional \$5,000 from MDOT to cover the cost of the archeological survey. Please see the attached quote from a qualified archeological consulting firm.

If you have any questions or require additional information, please feel free to contact Grants and Projects Director April Stennett at (228) 219-8016.

Sincerely,


Paula Yancey
City Manager

RECEIVED
JUN 20 2019
GULF COAST REGIONAL OFFICE
GULFPORT



Reed Bryant <rbryant@seymouren.com>

Re: Archaeological Survey

3 messages

Jim Lauro <thayer13@aol.com>
To: rbryant@seymouren.com

Wed, May 29, 2019 at 9:31 AM

Reed,

We've reviewed your project letters and map and can conduct the cultural resource survey for \$5,000. It will take us up to 3 weeks to complete the project with the final report.

Looking forward to hearing back from you. Thank you.

Jim Lauro
Archaeology Mississippi, Inc.

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

On Tuesday, May 28, 2019, Reed Bryant <rbryant@seymouren.com> wrote:

Here you go

On Tue, May 28, 2019 at 8:19 AM Jim Lauro <thayer13@aol.com> wrote:
Hello, Reed. I'm not seeing the attachments. Could you re-send it.

Thanks,
Jim
Archaeology Mississippi, Inc.

-----Original Message-----

From: Reed Bryant <rbryant@seymouren.com>
To: Jim Lauro <thayer13@aol.com>
Cc: Mark Seymour <mark@seymouren.com>
Sent: Thu, May 23, 2019 3:13 pm
Subject: Archaeological Survey

Jim,

Please see the attached letters. As discussed, we look forward to a proposal to perform the survey as referenced in the letter.

Please let me know if you have any questions.

—
Thank you!

D. Reed Bryant, P.E.
Office: (228) 385-2350 x 124
Cell: (228) 223-4588

SEYMOUR  ENGINEERING

—
Thank you!

D. Reed Bryant, P.E.
(228) 385-2350 x 124

SEYMOUR  ENGINEERING

Reed Bryant <rbryant@seymouren.com>
To: Sarah McLellan <smclellan@seymouren.com>

Wed, Jun 5, 2019 at 9:57 AM

I've attache3d the letters from mdah that syas we need this shit. WE need to write a letter to mdot that will come from the city letterhead to request a supplemental agreement to include this in the project.

[Quoted text hidden]

2 attachments

 2019.05.14 MDAH letter.pdf
65K

 2019.05.23 MDAH 2nd letter.pdf
4356K

Reed Bryant <rbryant@seymouren.com>
To: Jim Lauro <thayer13@aol.com>, Mark Seymour <mark@seymouren.com>

Thu, Jun 13, 2019 at 10:00 AM

Jim,

I may not have explained this project fully to you. It is being funded by the MS DOT to widen Hwy 57 and our portion is for the City of Gautier's utility relocation only. Our contract is with the City, but is being funded by MDOT. Since the Archaeological Survey was unanticipated in the original scope, we are having to seek a change order to our contract to include the funds to perform the survey. With that said, the process is we take your quote to the City, who then drafts a request

to MDOT, who then reviews at their commission meeting and then provides approval. I tell you this so that you can be informed that getting payment for the survey will take some time. I have preliminary approval in writing to call in the survey as to not hold up the project, so I'm not worried about them having issues with payment.

With that, MDOT is requesting we proceed with the survey immediately. Knowing this, do you have any issues with starting ASAP knowing that payment may be in a few months after the change order is approved? I will be working on my end to have everything approved as soon as possible.

If you have no issues, please let me know an anticipated start date. Please give me a call if you have any questions.

Thanks,
Reed Bryant, P.E.
[Quoted text hidden]

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 17, 2019**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
