

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 1, 2019 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. 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**
- 2. Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on October 25, 2019 from 6pm until 8:30pm.**
- 3. 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**

IV. Presentation Agenda

- 1. Domestic Violence Awareness Month Proclamation**
- 2. Extra Mile Proclamation**
- 3. Charlie Oakes - Sparklight**

V. Business Agenda

1. Approval of Docket of Claims

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

- 1. Approval of the 2019 City of Gautier Tax Assessments rolls**
- 2. Approval of Municipal Compliance Questionnaire for FY 2018 – 2019**
- 3. Approval of Limited Use Agreement between the City of Gautier and the Gautier Mullet & Music Fest for the Singing River Mall Site**
- 4. Approval of Sponsorship for the 2019 Gautier Mullet & Music Festival**
- 5. Authorization of City Petty Cash Funds**
- 6. Approval for road closure and traffic control for 2019 Mullet Fest**
- 7. Authorization for Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project, approval of final pay application, and execution of close out documentation**
- 8. Authorization to Advertise for bid for the Shepard State Park Log Cabin Welcome Center, Phase III Project**
- 9. Receive August 2019 Finance Report**
- 10. Order authorizing City Manager Paula Yancey, Mayor Phil Torjusen, City Engineer Mark Seymour, and City Attorney Josh Danos to travel to Birmingham, Al**
- 11. Approval of minutes from Recessed Council Meeting held September 17, 2019.**
- 12. Approval to submit a grant application to the Mississippi Department of Archives and History for a Community Heritage Preservation Grant for the former Gautier Colored School**

13. Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

14. Approval of water and sewer adjustments dated October 2019 in the amount of \$9,125.78.

VII. STUDY AGENDA

1. Discuss Citizen Comments

2. Discuss Council Comments

3. Discuss City Manager Comments

4. Discuss City Clerk Comments

5. Discuss City Attorney Comments

Recess until October 15, 2019 at 6:30 pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
October 1, 2019**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. 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
2. Petro Chevrolet and the City of Gautier presents "Rockin' the Roundabout" in Gautier on October 25, 2019 from 6:00 p.m. to 8:30 p.m.
3. 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'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**



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

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



The City of Gautier presents

Halloween Under the Oaks

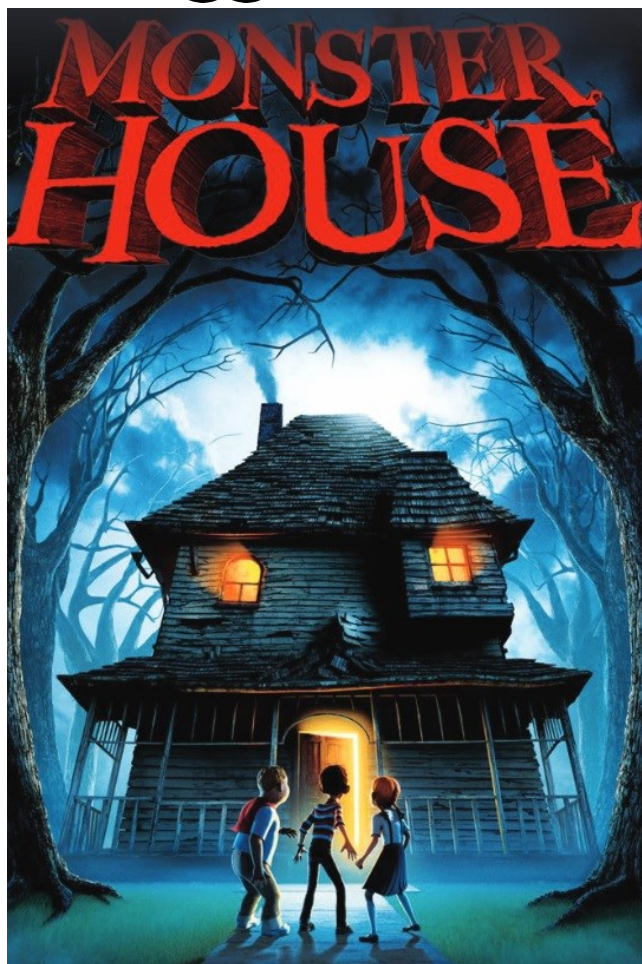
Oct. 26 at Shepard State Park

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
October 1, 2019**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Domestic Violence Awareness Month Proclamation
2. Extra Mile Proclamation
3. Charlie Oakes - Sparklight

NOTES:

CITY OF GAUTIER PROCLAMATION

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

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

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

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

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

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

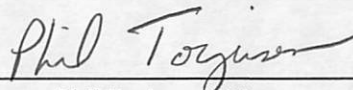
NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim the month of October, 2019 as:

DOMESTIC VIOLENCE AWARENESS MONTH

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

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier on this the 1st day of October, 2019.

Signed



Phil Torjusen, Mayor

**CITY OF GAUTIER
PROCLAMATION**

WHEREAS, Gautier, Mississippi is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Gautier, Mississippi is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Gautier, Mississippi is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Gautier, Mississippi acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Gautier, Mississippi does hereby proclaim November 1, 2019 as:

Extra Mile Day

And encourage all citizens of our community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Gautier, Mississippi this the 1st day of October, 2019.

Signed

Phil Torjusen

Phil Torjusen, Mayor

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

Council Meeting:
Title:

**October 1, 2019
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TYLER TECHNOLOGIES INC	193051	10/01/2019	08/27/2019			1,144.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	E-GOV SERVER SAS FEE		025-268737	09/01/2019			762.93
	001-090-698	E-GOV IPAD SAS FEE		025-268737	09/01/2019			381.47
001	M & E FEED & SEED	193270	10/01/2019	09/16/2019			128.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5303	07/12/2019			42.99
	001-100-514	DOG FOOD		5316	08/13/2019			42.99
	001-100-514	DOG FOOD		5322	08/24/2019			42.99
001	DELTA SANITATION OF MS LLC	193271	10/01/2019	09/16/2019			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001046909	08/31/2019			35.00
001	C SPIRE WIRELESS	193292	10/01/2019	09/18/2019			479.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	08/12/2019			479.28
001	GLOBALSTAR	193296	10/01/2019	09/19/2019			87.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0010652800	09/16/2019			87.25
001	AT&T	193306	10/01/2019	09/23/2019			3,085.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	09/14/2019			3,085.68
001	AT&T	193307	10/01/2019	09/23/2019			231.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	09/14/2019			231.70
001	AT&T	193308	10/01/2019	09/23/2019			139.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	09/14/2019			139.79
001	AT&T	193309	10/01/2019	09/23/2019			32.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	09/14/2019			32.42
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	193319	10/01/2019	09/24/2019			367.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/VACCS/MEDS: JUSTICE		219417	09/11/2019			367.13
001	HARTTECH HEATING AND AIR	193320	10/01/2019	09/24/2019			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	SERVICE CALL:DISPATCH AC #6		149285	09/17/2019			120.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SCOTT ANKERSON, CUSTODIAN	193324	10/01/2019	09/24/2019			52.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	BINDERS	05102019	05/10/2019			17.49	
	001-090-559	DRAIN FLY KILLER	06042019	06/04/2019			11.68	
	001-090-500	TAPE (CODE ENFORCEMENT)	06262019	06/26/2019			8.81	
	001-090-559	KEYS FOR GAS PUMP	07312019	07/31/2019			5.09	
	001-090-500	FLASH DRIVE	07162019	07/16/2019			9.62	
001	CINDY RUSSELL, CUSTODIAN	193325	10/01/2019	09/24/2019			81.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-559	TAGS RECREATION VEHICLES (2)	04162019	04/16/2019			24.00	
	001-040-559	TAGS UNDERCOVER TRUCKS (2)	04252019	04/25/2019			32.00	
	001-040-559	FIRSTAID KITS METER READER (2)	05222019	05/22/2019			9.63	
	001-040-559	KEY CITY HALL	06112019	06/11/2019			3.75	
	001-040-559	TAG FIRE DEPT TRUCK (1)	06122019	06/12/2019			12.00	
001	ROBERT JONES, CUSTODIAN	193326	10/01/2019	09/24/2019			24.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	UNIFORM BELT: MCCOY	08092019	08/09/2019			19.26	
	001-161-681	CPR CERT CARD: GRAHAM,A	09082019	09/08/2019			5.00	
001	DANTE ELBIN, CUSTODIAN	193327	10/01/2019	09/24/2019			333.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	HOLSTER	04082019	04/08/2019			10.69	
	001-100-559	UNL FUEL	04082019	04/08/2019			19.66	
	001-100-559	REIMB TAGS "LOST IN MAIL"	04152019	04/15/2019			-44.23	
	001-100-559	1 TAG CID F150	04152019	04/15/2019			17.25	
	001-100-559	2 CAR TAGS	04152019	04/15/2019			33.25	
	001-100-559	CLOTHES BAR (2)	04262019	04/26/2019			32.72	
	001-100-559	4 CAR TAGS	05022019	05/02/2019			49.25	
	001-100-559	1 TAG HIDTA	05142019	05/14/2019			17.25	
	001-100-559	GUN MAGAZINE (2)	05232019	05/23/2019			46.97	
	001-100-559	HOLSTER	05242019	05/24/2019			43.99	
	001-100-559	3 CAR TAGS	06032019	06/03/2019			49.25	
	001-100-559	SCRATCH FIX	07022019	07/02/2019			16.36	
	001-100-559	ICE/WATER: EXPLORERS	07032019	07/03/2019			13.34	
	001-100-559	SUB STATION SIGN	09042019	09/04/2019			10.00	
	001-100-559	TAG F-150	09182019	09/18/2010			17.25	
001	MS MUNICIPAL LEAGUE	193328	10/01/2019	09/24/2019			5,872.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-643	FY 2020 MML MEMBER DUES	30351	08/09/2019			5,872.00	
001	GULF REGIONAL PLANNING COMMISSION	193329	10/01/2019	09/24/2019			8,477.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-643	FY 2020 MPO-MGC FUNDING	MPO FY2020	08/02/2019			8,477.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	IDENTI-KIT SOLUTIONS	193330	10/01/2019	09/24/2019			408.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANNUAL SOFTWARE LICENSE		106703	09/01/2019			408.00
001	LEADSONLINE LLC	193331	10/01/2019	09/24/2019			2,148.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	TOTALTRACK PKG 10/1-9/30/20		251698	08/01/2019			2,148.00
001	SUSAN R PAROL	193332	10/01/2019	09/24/2019			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	CIVIL SERVICE MTGS (11)		09122019	09/12/2019			110.00
001	HOWARD W BUTLER	193333	10/01/2019	09/24/2019			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	CIVIL SERVICE MTGS (10)		09122019	09/12/2019			100.00
001	FUELMAN	193336	10/01/2019	09/24/2019			2,817.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP56926462	09/16/2019			2,076.18
	001-161-525	UNL & DSL FUEL		NP56926462	09/16/2019			518.34
	001-170-525	UNL FUEL		NP56926462	09/16/2019			176.31
	001-205-525	UNL FUEL		NP56926462	09/16/2019			46.29
001	FUELMAN	193338	10/01/2019	09/24/2019			3,304.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP56950030	09/23/2019			56.90
	001-100-525	UNL FUEL		NP56950030	09/23/2019			2,318.30
	001-161-525	UNL FUEL		NP56950030	09/23/2019			635.12
	001-170-525	UNL FUEL		NP56950030	09/23/2019			212.92
	001-205-525	UNL FUEL		NP56950030	09/23/2019			80.76
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	193340	10/01/2019	09/24/2019			422.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3309610618	09/06/2019			422.97
001	SPECIAL RISK INSURANCE COMPANY	193342	10/01/2019	09/24/2019			2,606.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	RENEWAL: RESERVE ACCIDENT INS		74393	08/26/2019			2,606.00
001	CHASSITY BILBO, CUSTODIAN	193346	10/01/2019	09/24/2019			30.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	PAPER PLATES		07242019	07/24/2019			6.42
	001-170-513	BAGS		07162019	07/16/2019			19.82
	001-170-513	BLACK FRAMES		08202019	08/20/2019			4.28
001	MSC 7511	193354	10/01/2019	09/25/2019			253.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV3281069	09/18/2019			152.15
	001-100-699	MPC2504EX USAGE:COLOR		INV3281069	08/18/2019			101.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	193358	10/01/2019	09/25/2019			788.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		09152019	09/23/2019			299.00
	001-161-631	MARTIN BLUFF FD 58380001		09162019	09/24/2019			279.18
	001-201-629	SIGNAL LIGHTS 17546		09162019	09/24/2019			31.79
	001-092-631	CITY LIMIT SIGN 17546		09162019	09/24/2019			25.78
	001-100-631	MBLUFF SUB STN 58521002		09162019	09/24/2019			152.66
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	193359	10/01/2019	09/25/2019			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	AUG 2019 CLUB SUPPORT		08312019	09/25/2019			833.33
001	ALABAMA MEDIA GROUP	193360	10/01/2019	09/26/2019			18.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	NOTICE:AMENDMENT GPC19-18-UDO		0009322498	09/15/2019	191210		18.24
001	ACTION PRINTING CENTER INC	193361	10/01/2019	09/26/2019			94.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	REG ENVELOPE (1000): PLANNING		97728	09/19/2019	191163		94.04
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	193362	10/01/2019	09/26/2019			168.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	POLICE SGT TEST (5)		49152D3Y3B	08/21/2019	191150		76.00
	001-022-660	ADMIN FEE		49152D3Y3B	08/21/2019	191150		92.15
001	MID SOUTH UNIFORM & SUPPLY INC	193363	10/01/2019	09/26/2019			538.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY PANT W/BLEU STRIPE (6)		596415	09/16/2019	191209		272.16
	001-100-535	SS NAVY SHIRT (3)		596415	09/16/2019	191209		139.29
	001-100-535	NYLON RAID JACKET		596415	09/16/2019	191209		20.50
	001-100-535	CLIP ON TIE 18" (3)		596415	09/16/2019	191209		15.81
	001-100-535	NAVY BRAID (6)		596415	09/16/2019	191209		25.50
	001-100-535	LT BLUE BRAID (6)		596415	09/16/2019	191209		28.50
	001-100-535	SEW ON PATCH (6)		596415	09/16/2019	191209		6.00
	001-100-535	EMBROIDER FRONT		596415	09/16/2019	191209		5.00
	001-100-535	EMBROIDER BACK (6)		596415	09/16/2019	191209		15.00
	001-100-535	CLIP ON TIE 20" (2)		596415	09/16/2019	191209		10.90
001	MS FIRE ACADEMY	193364	10/01/2019	09/26/2019			986.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE SERV MGMNT: LORENZO, T		27693	09/13/2019	191015		415.00
	001-161-681	DRVR/OPERATOR 1002:CARLSON, C		27751	09/19/2019	191131		163.67
	001-161-681	DRVR/OPERATOR 1002:GILLESPIE, J		27751	09/19/2019	191131		163.67
	001-161-681	DRVR/OPERATOR 1002:GRAHAM, A		27751	09/19/2019	191131		163.67
	001-161-681	CPAT EXAM: DUBUISSON, D		27783	09/24/2019			40.00
	001-161-681	CPAT EXAM: HEDMAN, D		27783	09/24/2019			40.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	193365	10/01/2019	09/26/2019			146.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	BELT: EXMARK		DO57732	09/03/2019	191177		106.99
	001-170-639	PTO SWITCH: EXMARK		DO57732	09/03/2019	191177		39.11
001	MURRAY'S NURSERY	193366	10/01/2019	09/26/2019			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	YEL LANTANA PLANTS (40)		4225	09/19/2019	191231		120.00
001	LAWRENCE PRINTING COMPANY INC	193367	10/01/2019	09/26/2019			254.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	MINUTE BOOKS #48 & #49 (2)		41101	09/09/2019	191140		238.00
	001-040-559	SHIPPING		41101	09/09/2019	191140		16.50
001	CUSTOM PRODUCTS CORPORATION	193368	10/01/2019	09/26/2019			1,765.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	18X72 LADNIER RD SIGN (2)		325131	09/11/2019	191192		407.68
	001-201-565	FREIGHT		325131	09/11/2019	191192		88.07
	001-201-565	SKID CHARGE/ITEM 73"-84" LONG		325131	09/11/2019	191192		70.00
	001-201-565	18X36 US 90 SIGN (10)		325685	09/23/2019	191211		1,163.00
	001-201-565	FREIGHT		325685	09/23/2019	191211		36.63
001	MS TROPHY LLC	193369	10/01/2019	09/26/2019			60.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	NAME-SERVING BAR (2)		12886	09/13/2019	191203		56.40
	001-100-559	SHIPPING		12886	09/13/2019			4.00
001	GULF COAST ARMY NAVY STORE	193371	10/01/2019	09/26/2019			174.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	TACTICAL BDU PANT (4): SLOVER		484839	09/12/2019	191204		174.75
001	NAFECO INC	193372	10/01/2019	09/26/2019			51.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	E314RN-36 ELBECO PANT		1001013	09/11/2019	191196		42.00
	001-161-535	SHIPPING		1001013	09/11/2019	191196		9.50
001	DELTA WORLD TIRES	193373	10/01/2019	09/26/2019			68.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	26/1200-12 DEESTONE TIRE D265		130153973	09/05/2019	191194		63.09
	001-170-639	TIRE MOUNT: LAWN MOWER		130153973	09/05/2019	191194		5.00
001	ALLISTON'S SCREEN PRINTING	193375	10/01/2019	09/26/2019			198.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY SWEAT SET (3)		11595	09/11/2019	191206		105.00
	001-100-535	NAVY GYM SHORTS (4)		11595	09/11/2019	191206		33.00
	001-100-535	NAVY T-SHIRT W/NAME (8):SLOVER		11595	09/11/2019	191206		60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	193376	10/01/2019	09/26/2019			369.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	CS 8.5X11 COPY PAPER (10)		3424906789	09/13/2019	191199		369.20
001	CUPIT SIGNS INC	193377	10/01/2019	09/26/2019			316.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CRUSIN BANNER 4X10		31497 A	09/16/2019	191201		240.00
	001-170-512	DECALS 7.5 (2): CRUSIN BANNER		R1497 A	09/16/2019	191201		40.00
	001-170-512	DECALS 5.75 (3): CRUSIN BANNER		31497 A	09/16/2019	191201		36.00
001	SPORTABOUT	193378	10/01/2019	09/26/2019			241.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	LOGO ON CHEER TOPS (37)		7286	09/13/2019	191202		111.00
	001-170-502	FOOTBALL JERSEY		7286	09/13/2019	191202		27.00
	001-170-502	DOZEN FLAG FTBL BELTS		7286	09/13/2019	191202		92.00
	001-170-502	FREIGHT		7286	09/13/2019	191202		11.00
001	PAUL FOX EQUIPMENT SERVICE	193380	10/01/2019	09/26/2019			1,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-639	HYDRAULIC LIFT REPAIRS		6861	09/13/2019	191165		1,100.00
001	MUNICIPAL EMERGENCY SERVICES INC	193382	10/01/2019	09/26/2019			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	FRONT CLAW KIT: FIRE DEPT		IN1380244	09/24/2019	191051		120.00
001	JERRY LEE'S	193385	10/01/2019	09/26/2019			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CS NIAGARA BOTTLED WATER (24)		#0016	09/18/2019	191221		60.00
001	CITY OF GAUTIER 7M BOND ACCT	193387	10/01/2019	09/25/2019			7,979.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR FUND 130 MDOT REIMB		09032019	09/25/2019			7,979.41
001	CABLE ONE INC	193388	10/01/2019	09/25/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	OCT 2019: NFD #122024383		09162019	09/23/2019			83.32
001	CABLE ONE INC	193389	10/01/2019	09/25/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	OCT 2019: SFD #122025091		09162019	09/23/2019			83.32
001	CABLE ONE INC	193390	10/01/2019	09/25/2019			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	OCT 2019: CFD #122024086		09162019	09/23/2019			83.32
001	HUB INTERNATIONAL GULF SOUTH	193392	10/01/2019	09/26/2019			293,769.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	COMMERICAL PROPERTY		1609005	09/26/2019			73,090.89
	001-092-625	MARINE-BOAT COVERAGE		1609031	09/26/2019			2,903.00
	001-092-625	LAW ENFORCEMENT RENEWAL		1609110	09/26/2019			46,172.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HUB INTERNATIONAL GULF SOUTH	193392	10/01/2019	09/26/2019			293,769.89	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	GEN LIABILITY-CRIME RENEWAL	1609138	09/26/2019			65,855.00	
	001-092-625	PUBLIC OFFICIAL RENEWAL	1609108	09/26/2019			7,236.00	
	001-092-625	EMP PRACTICES LIAB RENEWAL	1609104	09/26/2019			13,622.00	
	001-092-625	COMMERCIAL AUTO RENEWAL	1609098	09/26/2019			62,891.00	
	001-092-625	AGENCY FEE	1609229	09/26/2019			22,000.00	
FUND TOTAL	1 Claims	to	Checks	54 Total	343,362.78 Manual	Held	Total	343,362.78

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	ADVANCED CONSTRUCTION & DEVELOPMENT LLC	193351	10/01/2019	09/24/2019			30,785.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-300-720	CITY PARK NATURE TRAIL		3	09/24/2019			30,785.61
FUND TOTAL 171 Claims	to	Checks	1 Total	30,785.61	Manual		Held	Total 30,785.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	193347	10/01/2019	09/24/2019			7,484.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		SEP 2019	09/30/2019			2,138.24
	172-350-650	ADDTL AUTO MILLAGE COLLECTED		FY 2019	09/30/2019			5,346.31
FUND TOTAL 172 Claims	to	Checks	1 Total	7,484.55	Manual		Held	Total 7,484.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	193272	10/01/2019	09/16/2019			501.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE SEPT 2019	3515	09/15/2019			36.50	
	176-170-699	SHOPPING CART FEE SEPT 2019	3515	09/15/2019			115.00	
	176-170-699	WEB SITE MAINT: 8/15-9/14/19	3515	09/15/2019			350.00	
176	AT&T	193310	10/01/2019	09/23/2019			51.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	SEP 2019: SSP INTERNET	285615432	09/11/2019			51.48	
176	AT&T	193311	10/01/2019	09/23/2019			149.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	09/14/2019			149.24	
FUND TOTAL 176 Claims	to	Checks	3 Total	702.22 Manual		Held	Total	702.22

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	193352	10/01/2019	09/24/2019			2,250.00	
		Description ENVIRONMENTAL PERMITTING		Invoice # 7202	Date 09/24/2019	P.O.	Amount	2,250.00
FUND TOTAL 304 Claims	to	Checks	1 Total	2,250.00	Manual	Held	Total	2,250.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SAMPLE HICKS & ASSOCIATES INC Account Number 351-726-601	193348	10/01/2019	09/25/2019			5,900.00	
	Description CONSTRUCTION 50% COMPLETE			Invoice # 0919-05	Date 09/24/2019	P.O.	Amount	5,900.00
351	MAGNOLIA CONSTRUCTION CO LLC Account Number 351-726-768	193349	10/01/2019	09/24/2019			113,475.01	
	Description CONSTRUCTION 60.53%			Invoice # 3	Date 09/23/2019	P.O.	Amount	113,475.01
FUND TOTAL 351 Claims	to	Checks	2 Total	119,375.01	Manual		Held	Total 119,375.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-603	193353	10/01/2019	09/25/2019			5,000.00	
		Description CULTURAL RESOURCE SURVEY		Invoice # 7197	Date 09/17/2019	P.O.	Amount	
								5,000.00
FUND TOTAL	353 Claims	to	Checks	1 Total	5,000.00 Manual		Held	Total 5,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	193269	10/01/2019	09/13/2019			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-680-821	ST LNS #3 90/57 SWR	09092019	09/09/2019			7,877.45	
	400-680-822	ST LNS #4 90/57 WTR	09092019	09/09/2019			10,948.67	
	400-680-822	ST LNS #4 90/57 SWR	09092019	09/09/2019			9,019.22	
	400-680-823	ST LNS #5 ALLEN RD	09092019	09/09/2019			2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR	09092019	09/09/2019			3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR	09092019	09/09/2019			9,665.99	
400	AT&T	193273	10/01/2019	09/16/2019			60.18	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284972276	09/06/2019			60.18	
400	MSC 7511	193321	10/01/2019	09/24/2019			406.10	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	FGYJ00-01 RENTAL FEE	INV3266999	09/10/2019			166.49	
	400-650-698	MPC4504 USAGE:B/W	INV3266999	09/10/2019			29.18	
	400-650-698	MPC4504 USAGE:COLOR	INV3266999	09/10/2019			210.43	
400	SINGING RIVER ELECTRIC COOPERATIVE	193322	10/01/2019	09/24/2019			2,645.60	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STATIONS 20649	09152019	09/23/2019			853.40	
	400-651-631	LIFT STATIONS 28779	09152019	09/23/2019			96.46	
	400-651-631	SCHOONER WELL 20688	09112019	09/19/2019			1,450.97	
	400-651-631	LIFT STATIONS 20688	09112019	09/19/2019			244.77	
400	2018 BOND DEBT SERVICE FUND	193334	10/01/2019	09/24/2019			25,000.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-900-950	OCT 2019: 2018 BOND DS	10012019	10/01/2019			25,000.00	
400	ARISTA INFORMATION SYSTEMS INC	193335	10/01/2019	09/24/2019			6,194.92	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	AUG 2019 STATEMENTS	28233	09/13/2019			1,194.92	
	400-650-698	AUG 2019 POSTAGE	1425201909	09/13/2019			5,000.00	
400	FUELMAN	193337	10/01/2019	09/24/2019			69.92	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-525	UNL FUEL	NP56926462	09/16/2019			69.92	
400	FUELMAN	193339	10/01/2019	09/24/2019			162.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-525	UNL FUEL	NP56950030	09/23/2019			162.64	
400	SINGING RIVER ELECTRIC COOPERATIVE	193357	10/01/2019	09/25/2019			5,797.12	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STNS 89627001	09162019	09/24/2019			71.03	
	400-651-631	LIFT STNS 89702001	09162019	09/24/2019			25.59	
	400-651-631	LIFT STNS 17881	09162019	09/24/2019			2,766.74	
	400-651-631	WATER WELLS 17881	09162019	09/24/2019			2,933.76	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY	193370	10/01/2019	09/26/2019			1,711.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1"MIP X PVC CPLG (12)	3401789-00	09/09/2019	191166		377.64	
	400-651-581	3/4 CTSX3/4 PVC CPLG (20)	3401789-00	09/09/2019	191166		435.00	
	400-651-581	3/4 CTSXMTR SWVL NUT BALL (20)	3401789-00	09/09/2019	191166		803.00	
	400-651-583	4"CI PLASTIC X4" PLA CPLG (12)	3401789-00	09/09/2019	191166		60.00	
	400-651-581	3/4 PVC COMP COUP (12)	3401789-00	09/09/2019	191166		36.12	
400	SOUTHERN WATERWORKS SUPPLY INC	193374	10/01/2019	09/26/2019			1,064.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2" SCH 40 BELL PVC PIPE (400)	81745	09/19/2019	191218		255.74	
	400-651-583	6" SDR 26 SEWER PIPE (308)	81745	09/19/2019	191218		795.74	
	400-651-583	2" SCH 40 CAP (6)	81745	09/19/2019	191218		5.84	
	400-651-583	2" SCH 40 PLUG (4)	81745	09/19/2019	191218		7.46	
400	SPORTABOUT	193379	10/01/2019	09/26/2019			36.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-535	GAUTIER GRAPHIC: 18 SHIRTS	7199	08/12/2019	191106		36.00	
400	MUSCO-GULFPORT 1227	193381	10/01/2019	09/26/2019			44.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	FLANGE KIT (4): GRAVELINE LS	0649299	09/18/2019	191226		44.00	
400	JB CUSTOM FENCE	193383	10/01/2019	09/26/2019			2,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	REMV & REPL FRONT/SIDE FENCE	151	08/03/2019	191035		1,800.00	
	400-651-584	DEMO/HAUL OFF: GRAVELINE LS	151	08/03/2019	191035		200.00	
400	MAGNOLIA CONSTRUCTION CO LLC	193384	10/01/2019	09/26/2019			3,900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	LABOR ONLY:RELOCATE FORCE MAIN	190997	09/17/2019	190997		3,900.00	
400	AT&T	193386	10/01/2019	09/25/2019			410.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284975234	08/14/2019			205.42	
	400-650-605	MONTHLY SERVICE	2284975234	09/14/2019			205.42	
FUND TOTAL 400 Claims	to	Checks	16 Total	92,930.97 Manual		Held	Total	92,930.97

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	54 Total	343,362.78 Manual	Held	Total	343,362.78
FUND 157 Claims	to	Checks	1 Total	639.00 Manual	Held	Total	639.00
FUND 171 Claims	to	Checks	1 Total	30,785.61 Manual	Held	Total	30,785.61
FUND 172 Claims	to	Checks	1 Total	7,484.55 Manual	Held	Total	7,484.55
FUND 176 Claims	to	Checks	3 Total	702.22 Manual	Held	Total	702.22
FUND 250 Claims	to	Checks	1 Total	73,390.63 Manual	Held	Total	73,390.63
FUND 304 Claims	to	Checks	1 Total	2,250.00 Manual	Held	Total	2,250.00
FUND 305 Claims	to	Checks	1 Total	20,551.00 Manual	Held	Total	20,551.00
FUND 351 Claims	to	Checks	2 Total	119,375.01 Manual	Held	Total	119,375.01
FUND 353 Claims	to	Checks	1 Total	5,000.00 Manual	Held	Total	5,000.00
FUND 355 Claims	to	Checks	1 Total	91,800.00 Manual	Held	Total	91,800.00
FUND 400 Claims	to	Checks	16 Total	92,930.97 Manual	Held	Total	92,930.97
Total for all Funds			Checks	83 Total	788,271.77 Manual	Held	Total 788,271.77

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

Council Meeting:

October 1, 2019

Title:

Approval of the 2019 City of Gautier Tax Assessments rolls

Introduced by:

Contact Person/Telephone

City Manager 497-8000 Ext. 306

Summary Explanation: Approval of the 2019 City of Gautier Tax Assessments rolls

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

**ORDER ADOPTING JACKSON COUNTY, MISSISSIPPI
AD VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT
ROLLS FOR THE CITY OF GAUTIER**

WHEREAS, the 2019 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2019 Jackson County assessment roll containing the property located within the City of Gautier; and

WHEREAS, the total assessed value of the real property within the City of Gautier is \$89,128,642.00; and

WHEREAS, the total assessed value of all personal property within the City of Gautier is \$34,441,087.00; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Gautier is \$123,569,729.00; and

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Gautier for the year 2019.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval of Municipal Compliance
Questionnaire for FY 2018 – 2019

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of Municipal Compliance Questionnaire for FY 2018- 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:

ORDER NUMBER 000-2019

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Municipal Compliance Questionnaire for FY 2018 - 2019 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Gautier
3330 Highway, Gautier, Ms 39553
2. List the date and population of the latest official U.S. Census or most recent official census:
July 1, 2018 18,566 (population estimate)
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
see attached
4. Period of time covered by this questionnaire:
From: October 2018 To: September 2019
5. Expiration date of current elected officials' term: 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) _y_____
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) _y_____
3. Are municipal records open to the public? (Section 25-61-5) _y_____
4. Are meetings of the board open to the public? (Section 25-41-5) _y_____
5. Are notices of special or recess meetings posted? (Section 25-41-13) _y_____
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) _y_____
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) _y_____
 - Municipal clerk (Section 21-15-38) _y_____
 - Deputy clerk (Section 21-15-23) _y_____
 - Chief of police (Section 21-21-1) _y_____
 - Deputy police (Section 45-5-9) (if hired under this law) _n/a_____
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) _y_____
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) _y_____
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) _y_____
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) _y_____
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) _y_____

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) y_____

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) y_____
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) y_____
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) y_____
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) y_____
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) y_____
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) y_____
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) y_____
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) y_____
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) y_____
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) y_____

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) n_____
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) y_____
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) y_____
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) y_____
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) y_____
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] y_____
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) y_____
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? y_____
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) y_____

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] y_____
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] y_____
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] y_____
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) y_____

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) y_____
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) y_____
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) y_____
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) y_____
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) y_____

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) y_____
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) y_____
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) county_____
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) y_____
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) y_____
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) y_____
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) y_____
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) y_____

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) y_____

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2019

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Gautier, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



CITY OF GAUTIER

3330 Highway 90

Gautier, Mississippi 39553

Phone: (228) 497-8000 • Fax: (228) 497-8028

Email: gautier@gautier-ms.gov or Visit Us at: www.gautier-ms.gov

MAYOR

Mr. Phil Torjusen

319 Pierre Cove

Gautier, MS 39553

Cell: 228.990.4141

ptorjusen@gautier-ms.gov

mayor@gautier-ms.gov

COUNCILMAN WARD 2

Mr. Richard Jackson

1920 CW Webb Road

Gautier, MS 39553

Cell: 228.424.5615

rjackson@gautier-ms.gov

councilmanward2@gautier-ms.gov

COUNCILWOMAN AT-LARGE

Mrs. Mary F. Martin

5904 Martin Bluff Road

Gautier, MS 39553

Cell: (228) 217-2792

mmartin@gautier-ms.gov

councilwomanatlarge@gautier-ms.gov

COUNCILMAN WARD 3

Mr. Casey C. Vaughan

3109 Bemis Avenue

Gautier, MS 39553

Cell: 228.297.3063

cvaughan@gautier-ms.gov

councilmanward3@gautier-ms.gov

COUNCILMAN WARD 1

Mr. Cameron George

4313 Cobblestone Lane

Gautier, MS 39553

Cell: 228.219.4137

cgeorge@gautier-ms.gov

councilmanward1@gautier-ms.gov

COUNCILMAN WARD 4

Mr. Charles "Rusty" Anderson

2021 Robertsedale Drive

Gautier, MS 39553

Cell: 228.218.9483

randerson@gautier-ms.gov

councilmanward4@gautier-ms.gov

COUNCILMAN WARD 5

Mr. Adam D. Colledge

8124 Meadowdale Drive

Gautier, MS 39553

Cell: 228.861.8158

acolledge@gautier--ms.gov

councilmanward5@gautier-ms.gov

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval of 2019 Gautier Mullet & Music Fest
Limited Use Agreement and Sponsorship

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Approval of 2019 Gautier Mullet & Music Fest Limited Use Agreement and Sponsorship

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

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2019 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that as a partial form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2019 Gautier Mullet & Music Fest pursuant to the attached Limited Use Agreement.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: September 24, 2019
Subject: Approval of Limited Use Agreement between the City of Gautier and the Gautier Mullet & Music Fest for the Singing River Mall Site

REQUEST:

The Recreation Department has received a request from the Gautier Mullet and Music Festival Committee to use the Singing River Mall Site to host the 2019 Gautier Mullet and Music Festival.

BACKGROUND:

The 29th Annual Gautier Mullet and Music Festival will be held on Saturday, October 19th from 10:00 a.m. to 9:00 p.m. The free event features arts and craft vendors, live entertainment, heritage and educational displays, children's area, classic cars, and food booths.

DISCUSSION:

This Agreement shall govern the use of the Singing River Mall Site by the Gautier Mullet & Music Fest on October 19, 2019. As part of the City's sponsorship of this event, any and all applicable fees associated with use of the Singing River Mall Site are waived. The Gautier Mullet & Music Fest will be allowed to conduct the 2019 Mullet and Music Fest on the Singing River Mall Site on October 19, 2019.

The Gautier Mullet & Music Fest is responsible for setting up in preparation for the event. The Gautier Mullet & Music Fest will provide all physical items necessary to conduct the event. The Gautier Mullet & Music Fest will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.

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

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

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

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to approve a Limited Use Agreement for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve a Limited Use Agreement for the 2019 Gautier Mullet & Music Festival as requested;
- 2) Not approve a Limited Use Agreement for the 2019 Gautier Mullet & Music Festival as requested.

ATTACHMENT(S):

Limited Use Agreement

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

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

WHEREAS, the Gautier Mullet & Music Fest wishes to promote the facilities, opportunities, possibilities and resources available within the City of Gautier, by hosting a community festival on Saturday, October 19, 2019; and

WHEREAS, the City wishes to sponsor the 2019 Gautier Mullet & Music Fest (hereinafter “the event”) as an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, this sponsorship and the 2019 Gautier Mullet & Music Fest will be helpful toward advancing the moral, financial and other interests of the City; and

WHEREAS, the City will allow Gautier Mullet & Music Fest to use the Mall Site on October 1, 2019 as part of the sponsorship.

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

1. This Agreement shall govern the use of the Singing River Mall Site by the Gautier Mullet & Music Fest on October 19, 2019.
2. As part of the City’s sponsorship of this event, any and all applicable fees associated with use of the Singing River Mall Site are waived.
3. The Gautier Mullet & Music Fest will be allowed to conduct the 2019 Mullet and Music Fest on the Singing River Mall Site on October 19, 2019.
4. The Gautier Mullet & Music Fest is responsible for setting up in preparation for the event.
5. The Gautier Mullet & Music Fest will provide all physical items necessary to conduct the event.
6. The Gautier Mullet & Music Fest will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.

7. The Gautier Mullet & Music Fest will be responsible for cleaning up the Singing River Mall Site after the event, and will return the property to its normal condition after the event.
8. The Gautier Mullet & Music Fest will provide The City of Gautier with proof of liability insurance in an amount of \$1,000,000.00, to cover the event and will list the City of Gautier as an additional insured on the policy for purposes of the event.
9. The Gautier Mullet & Music Fest agrees to indemnify and hold harmless the City of Gautier, its employees, council members, and any other of the City's agents and assigns from any and all claims of every kind and nature arising out of or occurring directly or indirectly as a result of the event.
10. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by Gautier Mullet & Music Fest on October 19, 2019, and that any future use will require a separate use agreement as may be appropriate.
11. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
12. The points of contact for purposes of this agreement are:

Name: Chassity Bilbo

Name: _____

Entity: City of Gautier

Entity: Gautier Mullet & Music Fest

Phone: (228) 497-8000

Phone: _____

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

BY:

BY:

Paula Yancey, City Manager

Gautier Mullet & Music Fest

DATE: _____

DATE: _____

ATTEST:

CYNTHIA RUSSELL
CITY CLERK

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval of Sponsorship for the 2019 Gautier
Mullet & Music Festival

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Approval of Sponsorship for the 2019 Gautier Mullet and Music Festival

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 Gautier Mullet and Music Festival will be held on October 19, 2019; and

WHEREAS, the Gautier Mullet and Music Festival has requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

- i) Advertisement of the event on the City's electronic signs;
- ii) Provision of traffic control at the event (2 officers with an all-terrain vehicle);
- iii) Provision of 4 sets of bleachers;
- iv) Banner placement at the highway city entrances;
- v) Provision of the 16X16 wooden stage;
- vi) Provision of the large and small tents; and
- vii) Provision of 4 night light plants.

WHEREAS, in exchange for these services, the City of Gautier will be recognized as a sponsor of this event; and

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2019 Gautier Mullet & Music Festival is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the sponsorship described above is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2019 Gautier Mullet & Music Fest pursuant to the previously approved Limited Use Agreement.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 9/24/2019
Subject: 2019 Gautier Mullet & Music Festival Sponsorship

REQUEST:

The Recreation Department has received a request from the Gautier Mullet and Music Festival Committee to sponsor the 2019 Gautier Mullet and Music Festival by providing in-kind services.

BACKGROUND:

The 29th Annual Gautier Mullet and Music Festival will be held on Saturday, October 19th from 10:00 a.m. to 9:00 p.m. The free event features arts and craft vendors, live entertainment, heritage and educational displays, children's area, classic cars, and food booths.

DISCUSSION:

Gautier Mullet and Music Festival have requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

1. Advertisement of the event on the City's electronic signs
2. Provision of traffic control at the event (2 officers with an all-terrain vehicle);
3. Provision of 4 sets of bleachers
4. Banner placement at the highway city entrances
5. Provision of the 16X16 wooden stage
6. Provision of the large and small tents
7. Provision of 4 night light plants

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to provide sponsorship for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve a sponsorship for the 2019 Gautier Mullet & Music Festival as requested;
- 2) Not approve a sponsorship for the 2019 Gautier Mullet & Music Festival as requested.

ATTACHMENTS:

1. Special Event Request 2019



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:
Date of Event 10/19/2019 Day or Week SATURDAY Starting Time 9:00 (AM/PM)
Ending Time: 9:00 AM/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:

GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

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

- | | (Street) | (Direction Turn) | (Street) |
|----|---|------------------------|----------|
| 1. | <u>DOLPHIN ST</u> | <u>NORTH OF HWY 90</u> | |
| 2. | <u>OLD MALL PROPERTY - WEST END</u> | | |
| 3. | <u>EXTENDED AROUND FOUNTAIN + EASTWARD.</u> | | |
| 4. | | | |
| 5. | | | |

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

Applicant Information:

Organization:
Name: GAUTIER MULLET & MUSIC FEST Phone: (281) 218-6695
Address: P.O. BOX 852 GAUTIER, MS 39553
City State Zip
Type of Organization: CIVIC Profit: ☒ Non-Profit Federal ID# 64-8827574
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: GUY CAGNOLAN Phone (Home): (228) 218-6649
Address: 1908 SANDY POINT CIRCLE Phone (Work): ()
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:

Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) ()
Name: Phone (W): () (W) ()

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

Requirements of Applicant:

- | | | |
|--|--|---|
| ☐ Security | ☐ Clean up During Event | ☐ Staging |
| ☐ Traffic Direction | ☐ Clean up After Event | ☐ Fencing |
| ☐ Barricades | ☐ Trash Receptacles/Bag | ☒ Other |
| ☐ Set Up Barricades | | |

SEE LIST PROVIDED

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

Applicant's Signature: Guy Cagnol

Date: 9/15/19

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____ Disapproved: _____
Approval/Disapproval Authority: _____
Date: _____

GAUTIER MULLET AND MUSIC FEST OCTOBER 17, 2019

List of "In Kind" services from the City of Gautier that GMMF is requesting:

1. Flashing yellow signs on Gautier Vancleave Rd. and Hwy. 90 two weeks prior to festival. Also, City Hall "Movie" sign.
2. Police security/traffic control
3. Bleachers – 4 sets
4. Setting up and taking down barricades, orange plastic fencing as required
5. Banner placement – 4 X 8, highway city entrances
6. Small pre-made wooden stage(s), 16X16 interlocking
7. Small gator ATV's – what is available?
8. Large and small tent set up, take down – 30X50 & 20X20
9. Provision of 4 Night Light Plants
10. Tables and Chairs from Senior Center

Administrative

11. Special Event Permit Approval
12. Use Agreement
13. Coordinated Ambulance service – arranging through Acadian Ambulance Service
- 14.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Authorization of City Petty Cash Funds

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization of City Petty Cash Funds by Department.

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 Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 000-2019

WHEREAS, MCA § 7-7-60, Miss. Code Ann. (1972), provides authority for municipalities to operate petty cash funds in accordance with regulations set forth by the Office of the State Auditor; and

WHEREAS, said regulations require that establishment of petty cash funds be authorized by the governing authority and spread upon the minutes; and

WHEREAS, the City has determined that petty cash funds are necessary for the continued efficient operation of City business;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Gautier, Mississippi:

SECTION 1. That a petty cash fund is hereby issued to the following custodians to be used for legally budgeted purposes:

1. City Clerk	\$200.00
2. Planning Director	\$200.00
3. Police Chief	\$800.00
4. Fire Chief	\$150.00
5. Recreation Director	\$200.00

SECTION 2. That cash funds shall be spent for purchases in accordance with purchasing laws of the State and the policies of the City.

SECTION 3. That the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval for road closure and traffic control for
the 2019 Gautier Mullet and Music Festival

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000 ext. 317

Summary Explanation: Approval for road closure and traffic control for the 2019 Gautier Mullet and Music Festival

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

**RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL
MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT
SUBMITTED BY THE GAUTIER MULLET AND MUSIC FEST**

RESOLUTION NUMBER 000-2019

WHEREAS, the Gautier Mullet and Music Festival has made a request for road closure of portions of Dolphin Drive as more fully described in an application for special permit submitted on September 15, 2019; and

WHEREAS, the purpose of the road closure is to conduct the 2019 Gautier Mullet and Music Fest; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Mullet and Music Fest, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closure of portions of Dolphin Drive as more fully described in an application for special permit dated September 15, 2019 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 1st day of October, 2019.

MAYOR

ATTEST:

CITY CLERK



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:
Date of Event 10/19/2019 Day or Week SATURDAY Starting Time 9:00 (AM/PM)
Ending Time: 9:00 AM/PM Proposed Location of the Event: DOLPHIN @ OLD MALL
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:

GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL)

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

- | (Street) | (Direction Turn) | (Street) |
|--|------------------------|----------|
| 1. <u>DOLPHIN ST</u> | <u>NORTH OF HWY 90</u> | |
| 2. <u>OLD MALL PROPERTY - WEST END</u> | | |
| 3. <u>EXTENDED AROUND FOUNTAIN + EASTWARD.</u> | | |
| 4. _____ | | |
| 5. _____ | | |

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

Applicant Information:

Organization:

Name: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6695

Address: P.O. BOX 852 GAUTIER, MS 39553

Type of Organization: CIVIC Profit: ☒ Non-Profit Federal ID# 64-8827374

Individual Making Application for Organization:

Name: GUY CAGNOLATI Phone (Home): (228) 218-6649

Address: 1908 SANDY POINT CIRCLE Phone (Work): _____

City: GAUTIER State: MS Zip Code: 39553

Position with Organization: TREASURER, FINANCIAL OFFICER

Individual(s) Responsible for keeping order and maintenance:

Name: DAVID DIBONA Phone (H): (228) 218-9272 (W) _____

Name: _____ Phone (W): _____ (W) _____

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

Requirements of Applicant:

- | | | |
|--|--|---|
| ☐ Security | ☐ Clean up During Event | ☐ Staging |
| ☐ Traffic Direction | ☐ Clean up After Event | ☐ Fencing |
| ☐ Barricades | ☐ Trash Receptacles/Bag | ☒ Other |
| ☐ Set Up Barricades | | |

SEE LIST PROVIDED

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

Applicant's Signature: _____

Date: 9/15/19

FOR OFFICE USE ONLY

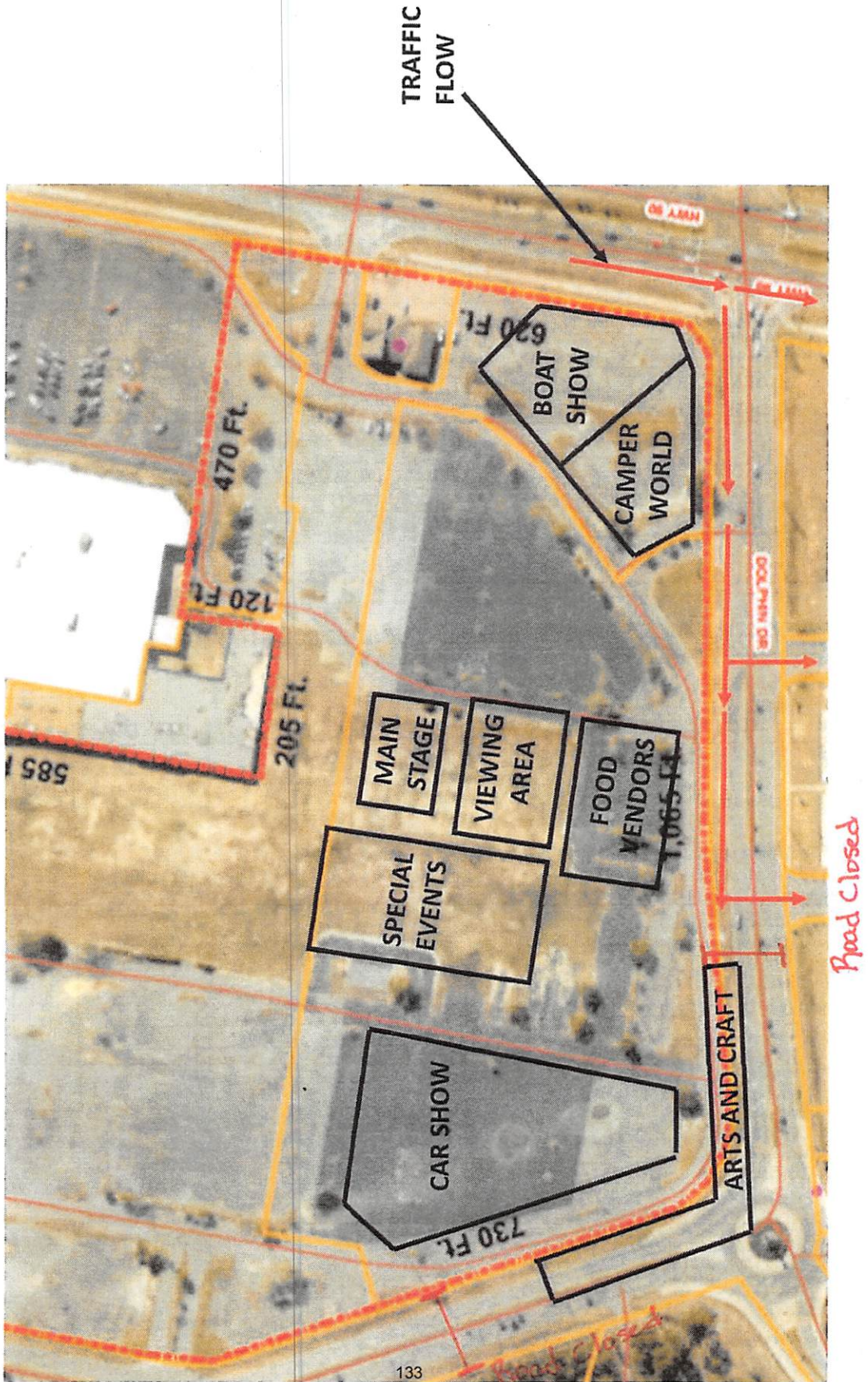
Date Rec'd: _____ Received By: _____

Event has been: _____

Approved: _____ Disapproved: _____

Approval/Disapproval Authority

Date: _____



CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Authorization for Change Order #1 for the NRCS
Emergency Watershed Protection Program
Drainage Project, approval of final pay
application, and execution of close out
documentation

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization for Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project, approval of final pay application in the amount of \$108,863.90, and execution of close out documentation

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters; and

WHEREAS, the EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences; and

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

WHEREAS, J E Borries, Inc. has completed this project to the satisfaction of the City and the City's engineer's; and

WHEREAS, the attached change order reflects a reduction in the contract price due to quantity adjustments, as well as a reduction in the contract time; and

WHEREAS, closeout documentation must be completed and approved, which includes the Certificate of Substantial Completion; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order #1 for the NRCS Emergency Watershed Protection Program Drainage Project is approved.

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

IT IS FURTHER ORDERED that execution of the close-out documentation is hereby 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 October 1, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/24/2019
Subject: NRCS Emergency Watershed Protection Program Drainage Project (2018 Round of Funding) - Change Order #1, Pay Application, and Close-out Documentation

REQUEST:

The Grants and Projects Department requests City Council authorization for Change Order #1 for the Emergency Watershed Protection Program Drainage Project, approval of the final pay application in the amount of \$108,863.90, and execution of close-out documentation.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on June 6, 2018, that it had received an estimated \$133,031.25 (\$120,937.50 for construction and \$12,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The City has remaining funds provided by Jackson County for the 2017 round of NRCS funding that will cover the local match.

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

DISCUSSION:

J.E. Borries, Inc. has completed this project to the City's and the engineer's satisfaction. This change order reflects a reduction in the contract price due to quantity adjustments, as well as a reduction in the contract time. Closeout documentation to be approved includes the Certificate of Substantial Completion.

RECOMMENDATION:

The Grants & Projects Director requests authorization for Change Order #1 for the Emergency Watershed Protection Program Drainage Project, approval of the pay application in the amount of \$108,863.90, and execution of close-out documentation as presented.

City Council may:

- 1) Authorize Change Order #1, approve the pay application in the amount of \$108,863.90, and authorize execution of close-out documentation; or
- 2) Not authorize Change Order #1, not approve the pay application in the amount of \$108,863.90, and not authorize execution of close-out documentation as presented.

ATTACHMENTS:

1. Recommendation Letter, Certificate of Substantial Completion, Change Order 1, Pay App 1



September 24, 2019

Paula Yancey
City Manager
City of Gautier
3330 U.S. Highway 90
Gautier, MS 39553

Re: Closeout Package – NRCS 5 EWP Areas, Gautier, MS

Dear Ms. Yancey

Following your review, I request the following items be presented to the Council for consideration of approval at the next City Council meeting:

- The enclosed Certificate of Substantial Completion dated August 30, 2019, which reflects the initial request by the Contractor. A Substantial Completion walk through was performed and the Contractor addressed all comments that were documented. I recommend the City approve this Certificate of Substantial Completion dated August 30, 2019.
- The enclosed Summary Change Order that reflects the actual quantities of materials installed and actual time of completion for the project. This Change Order decreases the Contract amount and decreases the Contract time. I recommend the City approve this Change Order #1 effectively decreasing the Contract amount by \$48,783.60 and decreasing the Contract Time by 53 days.
- The enclosed Pay Application #1 in the amount of \$108,863.90. This pay application is for 100% of the total Contract amount should it be amended in the amount above. In addition, and enclosed, are the Contractor's Consent of Surety to Final Payment, Release of Liens, and Affidavit of Payment of Debts & Claims. With the submittal of these documents and having addressed all punch list items as part of Substantial Completion, it is now appropriate to approve payment to the Contractor, which would include the releasing of retainage. Therefore, I recommend that the City approve Payment to J.E. Borries, Inc. in the amount of \$108,863.90.

Should you have any questions, please do not hesitate to contact me at (228) 223-4588 or rbryant@seymoureng.com.

Sincerely,
SEYMOUR ENGINEERING

D. Reed Bryant, P.E.
Project Engineer

Enclosed: Substantial Completion Certificate
Change Order #1 (Summary)
Pay Application #1 (100% including releasing of retainage)
Contractor's Consent of Surety to Final Payment
Contractor's Release of Liens
Contractor's Affidavit of Payment of Debts and Claims

Certificate of Substantial Completion

Project: Natural Resources Conservation Service, 5 E.W.P. Areas	Owner: City of Gautier	Owner's Contract No.:
Contract: Natural Resources Conservation Service, 5 E.W.P. Areas		Date of Contract: 7-2-2019
Contractor: J.E. Borries, Inc., 16701 Highway 57, Vancleave, MS 39565		Engineer's Project No.: 18-066.08

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

☒ All Work under the Contract Documents:

☐ The following specified portions:

August 30, 2019

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

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

Certificate of Substantial Completion Punch List and Memo

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

D. R. B. B. B.
Executed by Engineer

September 20, 2019

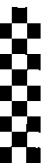
Date

Robert A. Hodges
Accepted by Contractor

9/24/19
Date

Accepted by Owner

Date



CERTIFICATE OF SUBSTANTIAL COMPLETION

September 20, 2019

MEMO #1

RE: Natural Resources Conservation Service, 5 E.W.P. Areas, Gautier, MS

This Certificate of Substantial Completion serves to cease the Contract Time on August 30, 2019. All punch list items have been addressed and there are no other items remaining at this time.

Please be aware, this date of Substantial Completion is not definitive until accepted by the Owner.

CHANGE ORDER

OWNER:

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

CHANGE ORDER NO. 1**DATE:** September 20, 2019**CONTRACTOR:**

J.E. Borries, Inc.
16701 Highway 57
Vanceleave, MS 39565

ENGINEER: Seymour Engineering, PLLC**PROJECT:** NRCS, 5 EWP Areas
Gautier, Mississippi

SUMMARY:

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

The final project Quantities have been adjusted as can be seen on the next page. With these adjustments, at the Contract Unit price, the total Net Change to the Contract Amount is minus (-) \$48,783.60.

The Contract time is amended by minus (-) 53 days.

THE CONTRACT QUANTITY ADJUSTMENTS ARE SHOWN ON THE NEXT PAGE

NATURAL RESOURCES CONSERVATION SERVICE**5 E.W.P. AREAS****CITY OF GAUTIER****SUMMARY CHANGE ORDER QUANTITY CHANGES**

Contractor J.E. Borries, Inc.
 Address 16701 Hwy 57
 City, State Vancleave, MS 39565

		ORIGINAL		NET CHANGES (+/-)		FINAL	
Item No.	Description	Unit	Quantity	Extension	Quantity	Extension	Quantity
BASE BID							
1	Debris Removal (Area 1 - Brown Road)	LF	1,640	\$ 18,040.00	0.00	\$0.00	1,640
2	Demolition (Areas: 2, 3, 4, & 5)	EA	4	\$ 16,000.00	0.00	\$0.00	4
3	Unclassified Excavation / Haul (PMA)	CY	648	\$ 5,480.00	0.00	\$0.00	648
4	20% Ramp (PMA)	TUN	1,045	\$ 83,600.00	(621.17)	(\$49,693.69)	423.83
5	Geotextile Fabric	SY	1,071	\$ 2,677.50	0.00	\$0.00	1,071
6	Flowable Grout Slurry	CY	98	\$ 11,700.00	(10.00)	(\$1,300.00)	88
7	Erosion Control Blanket	CY	125	\$ 1,250.00	25.00	\$250.00	150
8	Conservation Fertilizer (13-13-13)	LBS	20	\$ 200.00	0.00	\$0.00	20
9	Plant Establishment	SY	40	\$ 400.00	40.00	\$400.00	80
10	Solid Sod (Centipede)	SY	30	\$ 600.00	338.00	\$6,760.00	368
11	Silt Fence	LF	200	\$ 1,600.00	(200.00)	(\$1,600.00)	0
12	Straw Waddies	EA	30	\$ 3,600.00	(30.00)	(\$3,600.00)	0
BASE BID (SUBTOTAL)				\$ 146,147.50		(\$48,783.60)	\$ 97,363.90
A1-1	Remove 8" PVC / Replace with 8" D.I.P. at Crossing (Area 3)	LS	1	\$ 4,000.00	0	\$0.00	1
A1-2	Remove 8" PVC / Replace with 8" D.I.P. at Crossing (Area 4)	LS	1	\$ 4,000.00	0	\$0.00	1
A1-3	Remove 8" PVC / Replace with 8" D.I.P. at Crossing (Area 5)	LS	1	\$ 3,500.00	0	\$0.00	1
ADDITIVE ALTERNATE BID (SUBTOTAL)				\$ 11,500.00		\$0.00	\$ 11,500.00
TOTALS				\$ 157,647.50		(\$48,783.60)	\$ 108,863.90

THE CONTRACT IS AMENDED AS SHOWN BELOW:

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

The original Contract Sum:	\$157,647.50
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$157,647.50
The Contract Sum will now Change (-):	(\$48,783.60)
The New Contract Sum including this Change Order will be:	\$108,863.90

The original Contract Time:	7/24/2019
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	10/22/2019
The Contract Time will now Change by (+) days:	(53)
The New Date of Substantial Completion will be:	8/30/2019

CONTRACTOR:

ENGINEER:

OWNER:

By: <u>Robert A. Hodges</u>	By: <u>[Signature]</u>	By: _____
Date: <u>9/24/19</u>	Date: <u>9/20/2019</u>	Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: *City of Gaultier*

PROJECT:

PAGE ONE OF 2 PAGES

FROM CONTRACTOR:

*J.E. Barries, Inc.
16701 Hwy 57
Vandeventer, MS. 39565*

Seymour Engineering

*Project / Resources Conservation
Service - Emergency Watershed
Project No. 15-05-001-001
App. by: Gaultier
Contract Date: 9/23/19*

CONTRACT FOR Erosion and Sediment Control - Emergency Watershed Project

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract
Contract No. 15-05-001-001

1. ORIGINAL CONTRACT SUM

\$157,647.50

2. Net change by Change Orders

\$-48,783.50

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$108,863.90

4. TOTAL COMPLETED & STORED TO DATE

\$108,863.90

5. RETAINAGE:

a 10.0% of Completed Work

\$0

(Contains D+E on Continuation Sheet)

b 10.0% of Stored Material

\$0

(Contains F on Continuation Sheet)

Total Retainage (Line 5a + 5b) or

\$0

6. TOTAL EARNED LESS RETAINAGE

\$108,863.90

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$0

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$108,863.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$0

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-48,783.50
TOTALS		
NET CHANGES by Change Order	-48,783.50	

CONTRACTOR: *J.E. Barries, Inc.*

By: *Robert A. Hedges*

Date: *9/24/19*

Pgs. Coordinator

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, I, the undersigned, certify that the Contractor's work and the materials and equipment used in the work are in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the Contractor's payment is now due.

AMOUNT CERTIFIED

\$108,863.90

I, the undersigned, certify that the Contractor's work and the materials and equipment used in the work are in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the Contractor's payment is now due.

ARCHITECT: *ENR/NEER*

By: *D. R. B. J.*

Date: *9/24/19*

This Certificate is not valid unless the AMOUNT CERTIFIED is payable only to the Contractor named herein, less retainage, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under the Contract.

SEYMOUR ENGINEERING

NATURAL RESOURCES CONSERVATION SERVICE

S.E.W.P. AREAS

CITY OF GAUTIER

QUANTITY TRACKING

Contractor J.E. Barnes, Inc.
Address 16701 Hwy 37
City, State Vandalia, MS 39565

Item No.	Description	Unit	Unit Price	Quantity	Extension	NET CHANGES (+/-)	FINAL Quantity	Extension
BASE BID								
1	Ditch Removal (Area 1 - Byrne Road)	LF	\$ 11.00	1,640	\$ 18,040.00	\$4.49	1,640	\$ 18,040.00
2	Demolition (Areas 2, 3, 4, & 5)	EA	\$ 4,000.00	4	\$ 16,000.00	\$4.49	4	\$ 16,000.00
3	Unclassified Excavation / Haul (75)	CY	\$ 10.00	648	\$ 6,480.00	\$4.49	648	\$ 6,480.00
4	200# Riprap (754)	TON	\$ 80.00	1,045	\$ 83,600.00	(621.17)	423.85	\$ 33,906.40
5	Contractor Fabric	SY	\$ 2.50	1,071	\$ 2,677.50	\$4.49	1,071	\$ 2,677.50
6	Flowable Grout Slurry	CY	\$ 130.00	90	\$ 11,700.00	(141.60)	80	\$ 10,400.00
7	Erosion Control Blanket	CY	\$ 10.00	125	\$ 1,250.00	\$2.49	125	\$ 1,250.00
8	Combination Fertilizer (13-13-13)	LBS	\$ 10.00	20	\$ 200.00	\$4.49	20	\$ 200.00
9	Plant Establishment	SY	\$ 10.00	40	\$ 400.00	\$4.49	40	\$ 400.00
10	Solid Soil (Compels)	SY	\$ 20.00	20	\$ 400.00	\$4.49	20	\$ 400.00
11	Silt Fence	LF	\$ 8.00	200	\$ 1,600.00	(246.00)	0	\$ -
12	Stem Waddles	EA	\$ 120.00	20	\$ 2,400.00	(23,490.00)	0	\$ -
BASE BID (SUBTOTAL)					\$ 146,147.50			\$ 97,363.90
Alt-1	Remove 8" PVC / Replace with 8" D.I.Pat Crossing (Area 3)	LS	\$ 4,000.00	1	\$ 4,000.00	\$4.49	1	\$ 4,000.00
Alt-2	Remove 8" PVC / Replace with 8" D.I.Pat Crossing (Area 4)	LS	\$ 4,000.00	1	\$ 4,000.00	\$4.49	1	\$ 4,000.00
Alt-3	Remove 8" PVC / Replace with 8" D.I.Pat Crossing (Area 5)	LS	\$ 3,500.00	1	\$ 3,500.00	\$4.49	1	\$ 3,500.00
ADDITIVE ALTERNATE BID (SUBTOTAL)					\$ 11,500.00			\$ 11,500.00
TOTALS					\$ 157,647.50	(\$48,783.60)		\$ 108,863.90



CERTIFICATE OF LIABILITY INSURANCE

Received Time 9:55 AM 24 Sep 2019

DATE (MM/DD/YYYY)

9/24/2019

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

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

PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533		CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-432-7420 E-MAIL: patty.savage@bxs.com ADDRESS: patty.savage@bxs.com	
INSURED J. E. Borries, Inc. 16701 Highway 57 Vandervele MS 39565		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company INSURER B: American Interstate Ins Co of Texas INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 27154 12228	

COVERAGES **CERTIFICATE NUMBER:** 744904348 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSUR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOG OTHER:		B6JH9002619	2/25/2019	2/25/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 P & I \$1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		TRC-408736	2/25/2019	2/25/2020	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		TRC-408737	2/25/2019	2/25/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	AVWCM92824702019	8/17/2019	8/17/2020	☒ PER STATUTE ☐ OTH-ER U.S.L.&H. E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Maritime Employers Liability		AVWCMS2824702019	8/17/2019	8/17/2020	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Owners: Jason Borries and Roxanna Borries are excluded from Workers Compensation Coverage.
RE: Natural Resources Conservation Service, 5 E.W.P. Site, Gautier, MS; City of Gautier and Seymour Engineering are named as additional insureds on the General Liability, Auto Liability and Umbrella policies when required by written contract. A Waiver of Subrogation is also provided on all policies in favor of the City of Gautier and Seymour Engineering when required by written contract.

CERTIFICATE HOLDER City of Gautier PO Box 670 Gautier MS 39553-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/S WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

AIA Document G706™ - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) Natural Resources Conservation Service ARCHITECT'S PROJECT NUMBER: DSR# 280591750-280591754
 TO OWNER: (Name and address) City of Gautier CONTRACT FOR: Erosion & Sediment Control
3330 Hwy 99 CONTRACT DATED: July 2, 2019
Gautier, MS 39533

OWNER: ☐
 ARCHITECT: ☐
 CONTRACTOR: ☐
 SURETY: ☐
 OTHER: ☐

STATE OF:
 COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

Jason Berries
 (Signature of authorized representative)

Jason Berries, President
 (Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
 My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☒
SURETY ☐
OTHER ☐

TO (Owner)

City of Gautier

ARCHITECT'S PROJECT NO: DSR # 280591750
through DSR # 280591754CONTRACT FOR:
Erosion & Sediment Control

CONTRACT DATE: July 2, 2019

PROJECT: Natural Resources Conservation Service
(name, address) Emergency Watershed Project
S.E.W.P. Arcys

State of: Mississippi
County of: Jackson

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, to the best of his knowledge, information and belief, except as listed below, the Release of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors And material and equipment suppliers, to the extent Required by the Owner, accompanied by the list thereof.

CONTRACTOR: J.E. Barries, Inc.

Address: 16701 Hwy 57
Vandervee, MS. 39565

BY: Jean Barries

Subscribed and sworn to before me this

day of 20

Notary Public

My Commission Expires

AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond # 1001136404

PROJECT: *(Name and address)*
 Natural Resources Conservation Service
 5 E.W.P. Areas, Gautier, MS

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*
 City of Gautier
 3330 Hwy 90
 Gautier, MS 39553

CONTRACT DATED: 7/2/2019

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
 13403 Northwest Freeway
 Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

J. E. Borries, Inc.
 16701 Highway 57
 Vancleave, MS 39565

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
 of any of its obligations to

(Insert name and address of Owner)

City of Gautier
 3330 Hwy 90
 Gautier, MS 39553

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 23rd, 2019

(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company

(Surety)

Kathleen B. Scarborough
(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact
(Printed name and title)

Attest:
 (Seal):

Debbie Denaway


AIA®
Document G707™ – 1994
Consent Of Surety to Final Payment
Bond # 1001136404
PROJECT: (Name and address)
 Natural Resources Conservation Service
 5 E.W.P. Areas, Gautier, MS

ARCHITECT'S PROJECT NUMBER:
OWNER: ☐
CONTRACT FOR: Construction

ARCHITECT: ☐
TO OWNER: (Name and address)
 City of Gautier
 3330 Hwy 90
 Gautier, MS 39553

CONTRACT DATED: 7/2/2019

CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

 In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
 (Insert name and address of Surety)

 U.S. Specialty Insurance Company
 13403 Northwest Freeway
 Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

 J. E. Borries, Inc.
 16701 Highway 57
 Vancleave, MS 39565

, CONTRACTOR,

 hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
 of any of its obligations to

(Insert name and address of Owner)

 City of Gautier
 3330 Hwy 90
 Gautier, MS 39553

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 23rd, 2019

(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company

(Surety)

(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact

(Printed name and title)

 Attest:
 (Seal):



**TOKIOMARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason, Kathleen B. Scarborough,
Susan Skrimetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



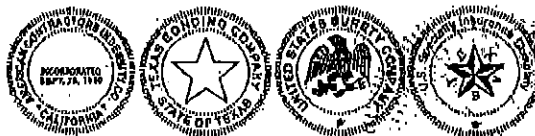
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of September, 2019.

Corporate Seals

Bond No. 1001136404

Agency No. 17033



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCC8MANPOA05/2019

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Authorization to Advertise for bid on the Shepard State Park Log Cabin Welcome Center Phase III Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to Advertise for bid on the Shepard State Park Log Cabin Welcome Center Phase III 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, Phase I of the Shepard State Park Log Cabin Welcome Center Project included disassembly, transportation, and reassembly of the log cabin at the entrance of Shepard State Park, a new foundation for the structure, a new parking lot, sidewalks, RV dump station; and

WHEREAS, Phase II of the Shepard State Park Log Cabin Welcome Center Project included front and back stairs, landings, guards, handrails, concrete ADA ramp, back wall construction and repairs, roof repairs, sealant, exterior doors, window glass; and

WHEREAS, Phase III of the Shepard State Park Log Cabin Welcome Center Project will include the completion of the exterior repairs and all interior renovations, to include electrical, mechanical and

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

WHEREAS, the attached advertisement will run in the Sun Herald on October 7th and October 14th with the bid opening being held on October 22, 2019; and

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of October 1, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/24/2019
Subject: Authorization to Advertise for bid for the Shepard State Park Log Cabin Welcome Center, Phase III Project

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid on the Shepard State Park Log Cabin Welcome Center, Phase III Project.

BACKGROUND:

Phase I of the Shepard State Park Historic Log Cabin Welcome Center included disassembly, transportation, and reassembly of the log cabin at the entrance of Shepard State Park, a new foundation for the structure, a new parking lot, sidewalks, RV dump station, etc.

Phase II's scope of work included front and back stairs, landings, guards, handrails, concrete ADA ramp, back wall construction and repairs, roof repairs, sealant, exterior doors, window glass replacements, etc.

Phase III will include the completion of the exterior repairs and all interior renovations, to include electrical, mechanical and plumbing.

DISCUSSION:

If approved, this ad will run in the *Sun Herald* on Oct. 7 and Oct. 14. The bid opening will be held Oct. 22, 2019.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bid on the Shepard State Park Log Cabin Welcome Center, Phase III Project.

The City Council may:

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

ATTACHMENTS:

1. Advertisement for Bids

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for General Construction of the **Shepard Park Welcome Center Phase III** will be received by the City of Gautier, Mississippi until **2:00 PM on October 22, 2019**, and said bids are to be opened and read aloud in the City Council's Meeting Room located in the Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

Envelopes containing the bids must be sealed, addressed to "Sherry Farabee, Purchasing Agent" and designated as bids for the following item described, to wit:

"Shepard Park Welcome Center Phase III"

1. If any envelope is not so marked, any bid contained therein will not be considered.
2. All bids shall be submitted in a sealed envelope addressed to "Sherry Farabee, Purchasing Agent." If a bid is submitted by mail, the address of the City Clerk is Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.
3. All bid envelopes should contain the bidder's name and mailing address, the name of the bid item, and Certificate of Responsibility Number on the face of the sealed envelope.
4. Contractors will also have the option of submitting their bids electronically through www.centralbidding.com
 - a. When submitting an electronic bid, the bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Electronic bids must be secured with a bid bond. When submitting a bid electronically, the authorized signature shall be an electronic signature or handwritten in blue-ink signature. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void. When bids are submitted electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.
 - b. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.
5. The proposed work provides for the construction of the Shepard Park Welcome Center Phase III. The new construction will include, but not be limited to, selective demolition, construction of new mechanical / plumbing and electrical systems, installation of new lighting, installation of new ceiling fans, installation of new base / wall cabinets, installation of new plumbing fixtures, refinishing of interior stained wood floors / stained ceiling systems / stained veneer walls / stained wood doors, new metal stud partition framing, new gypsum wallboard & finish, interior and exterior painting, new door

hardware, new door & frame, miscellaneous metal roof panel repairs, new gutters and downspouts, new joint sealants, new insulation, other repairs, overall general cleaning as well as other required ancillary items.

6. The BID DOCUMENTS, consisting of Information for Bidders, Drawings, Specifications and Addenda, may be examined at the locations listed below.
7. The Issuing Office for the Bidding Documents is Goodwyn, Mills & Cawood, PLLC., 11 North Water Street, Suite 15250, Mobile, AL 36602, Attn: Doris Howard (251) 460-4006 doris.howard@gmcnetwork.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. – 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.
8. General Contractors may procure plans and specifications from the Architect upon payment of a deposit of Twenty dollars (\$20.00) for a one time administrative fee for digital/file sharing access or One Hundred Fifty dollars (\$150.00) (printed) per set. Contractors are encouraged to use the digital plans. Refunds will be issued for printed sets only issued by the Architect to each general contract bidder on the first two (2) sets issued submitting a bonafide bid, upon return of documents in good and reusable condition within ten (10) days of bid date. Additional sets for General Contractors, and sets for subs and vendors, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling and distribution, which is estimated to be the same as the deposit amount.
9. Checks shall be made payable to “Goodwyn, Mills & Cawood, PLLC.” Bid documents will be mailed only upon receipt of deposit. No bid documents will distributed later than 24 hours prior to the scheduled opening of bids. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.
10. For the list of plan holders on this project visit <http://www.gmcnetwork.com/bids/>.
11. The OWNER reserves the right to waive any informality or to reject any and all bids.
12. Each BID must be accompanied by a bid bond, certified check or cashier’s check for an amount equal to five percent (5%) of the total base bid.
13. An executed Non-Collusion Affidavit will be required to accompany the bid.
14. The successful Bidder will be required to furnish a 100% Performance Bond, a 100% Labor and Payment Bond, guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the contract.
15. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
16. Each BIDDER must complete and submit with Bid, a current valid Certificate of Responsibility by the Mississippi State Board of Contractors and must show Certificate Number on the face of the sealed proposal envelope. Out-of-the-State bidders must have a similar certificate issued by a similar

board of another state which recognizes certificates issued by the Mississippi State Board of Contractors prior to submitting the bid.

17. Bidders must include with their bid; Standard Questionnaire, Financial Statement and other documents as required by Mississippi Law, or under the terms of the Contract Documents.
18. A **PRE-BID MEETING** is scheduled on October 15, 2019 at 10:00 AM in the City Council's Meeting Room, located in the Gautier City Hall, 3330 Highway 90, Gautier, MS. Attendance is strongly encouraged.

CITY OF GAUTIER
Gautier, Mississippi

GOODWYN, MILLS & CAWOOD, PLLC.
MEMBERS, AMERICAN INSTITUTE OF ARCHITECTS
11 North Water Street, Suite 15250
Mobile, AL 36602
Phone: (251) 460-4006
Fax: (251) 460-4423

TO ADVERTISE:

Please advertise October 7 and October 14, 2019

PAULA YANCEY, City Manager

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Receive August 2019 Finance Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive August 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 August 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 October 1, 2019.

AUGUST 2019 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,854,583.85
MS Development Loan Katrina	Depository Account	007-000-001	\$1,066.80
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	\$383,763.19
Fire Protection Fund	Depository Account	160-000-001	\$242,526.10
Tidelands Grant	Depository Account	171-000-001	(\$20,574.02)
Library Support Fund	Depository Account	172-000-001	\$2,987.66
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$77,648.43
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	\$409,450.12
Town Commons Park Project	Depository Account	304-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$141,039.71
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$5,230,284.15
General Depository Reconciled Cash Balance			\$5,229,473.69

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	\$625,012.00
Bemis Sewer Project	Enterprise Account	351-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$2,978,566.34
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$56,287.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,659,865.86
Enterprise Reconciled Cash Balance			\$3,655,917.60

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$395,784.96
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$120,710.69
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	\$303,349.04
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	\$10,220.47
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	\$10,220.47
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$486,485.87
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$4,047,920.45
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	\$2,742,598.56
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	\$272,809.50
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$747,134.99
Total Bond & Restricted Reconciled Cash Balances			\$9,386,665.37

**AUGUST 2019
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2019	AUG 2019	Balance	91.66% % to date
General Fund Revenues	10,455,059.00	10,049,778.37	405,280.63	96.1%
Expenditures:				
001 Legislative	161,674.00	145,775.64	15,898.36	90.1%
010 City Court	303,675.00	242,079.14	61,595.86	79.7%
021 City Manager	263,892.00	207,680.96	56,211.04	78.6%
022 Human Resources	113,131.00	63,179.44	49,951.56	55.8%
040 City Clerk	263,491.00	189,845.42	73,645.58	72.0%
045 Finance	225,702.00	206,841.37	18,860.63	91.6%
060 City Attorney	130,000.00	111,902.00	18,098.00	86.0%
090 Economic Dev - Planning	361,199.00	304,605.20	56,593.80	84.3%
092 Building & General Expenses	588,020.00	490,039.37	97,980.63	83.3%
094 Grants & Project Admin	154,639.00	137,528.16	17,110.84	88.9%
100 Police	3,508,582.00	2,945,854.03	562,727.97	83.9%
161 Fire	2,579,288.00	2,327,180.92	252,107.08	90.2%
170 Recreation	746,385.00	650,706.48	95,678.52	87.1%
201 PW: Streets	286,420.00	140,379.80	146,040.20	49.0%
205 PW: Maintenance	258,328.00	218,985.83	39,342.17	84.7%
900 Interfund Transfers	880,452.00	880,401.96	50.04	99.9%
General Fund Expenditures	10,824,878.00	9,262,985.72	1,561,892.28	85.5%
<i>Total Operating Expenditures</i>	<i>9,434,610.00</i>	<i>7,989,544.10</i>	<i>1,445,065.90</i>	
<i>Total Capital Outlay Expenditures</i>	<i>445,840.00</i>	<i>329,064.85</i>	<i>116,775.15</i>	
<i>Total Debt Service</i>	<i>63,976.00</i>	<i>63,974.81</i>	<i>1.19</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>9,262,985.72</i>	<i>1,561,892.28</i>	
<i>Personnel</i>	<i>7,332,804.00</i>	<i>6,487,494.16</i>	<i>845,309.84</i>	
<i>Supplies</i>	<i>520,827.00</i>	<i>341,518.40</i>	<i>179,308.60</i>	
<i>Other Services</i>	<i>1,580,979.00</i>	<i>1,160,531.54</i>	<i>420,447.46</i>	
<i>Capital Outlay</i>	<i>445,840.00</i>	<i>329,064.85</i>	<i>116,775.15</i>	
<i>Debt Service</i>	<i>63,976.00</i>	<i>63,974.81</i>	<i>1.19</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>9,262,985.72</i>	<i>1,561,892.28</i>	

**AUGUST 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2019	As of AUG 2019	Balance	91.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	280,485.35	(226.35)	100.0%
Expenditures	280,309.00	279,658.75	650.25	99.7%
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	693,443.12	4,734,924.35	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	217,199.70	16,010.30	93.1%
160 Fire Protection Fund				
Revenues	104,000.00	109,614.28	(5,614.28)	105.3%
Expenditures	179,915.06	104,949.44	74,965.62	58.3%
171 Combined Tidelands Grant				
Revenues	522,945.50	275,548.98	247,396.52	52.6%
Expenditures	512,444.00	289,623.00	222,821.00	56.5%
172 Library Support Fund				
Revenues	110,096.00	107,957.76	2,138.24	98.0%
Expenditures	110,096.00	104,970.10	5,125.90	95.3%
176 Shepard State Park				
Revenues	95,500.00	109,909.00	(14,409.00)	115.0%
Expenditures	128,450.00	98,735.83	29,714.17	76.8%
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	313,131.58	22,068.42	93.4%
Expenditures	274,964.00	274,963.54	0.46	99.9%

**AUGUST 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2019	As of AUG 2019	Balance	91.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	16,868.61	(5,668.61)	150.6%
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	72,114.28	988,234.12	6.8%
304 Town Commons Park Project				
Revenues	2,742,426.74	2,178,185.87	564,240.87	79.4%
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	4,432,260.82	(355,563.80)	108.7%
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	17,775.00	433,425.00	3.9%
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	736,500.00	350,000.00	67.7%
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	351,041.06	548,958.94	39.0%
352 2018 Bond General Construction/Admin				
Revenues	1,591,749.00	71,174.28	1,520,574.72	4.4%
Expenditures	3,028,197.00	3,018,197.00	10,000.00	99.6%

**AUGUST 2019
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2019	As of AUG 2019	Balance	91.66% % 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	141,918.69	2,001,560.31	6.6%
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	180,200.00	499,800.00	26.5%
404 Solid Waste Fund				
Revenues	1,567,944.00	1,377,208.84	190,735.16	87.8%
Expenditures	1,484,526.00	1,301,155.27	183,370.73	87.6%
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	4,909.32	(1,409.32)	140.2%
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%

**AUGUST 2019
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2019	AUG 2019	Balance	91.66% % to date
Utility Fund Revenues	8,967,982.00	8,388,590.51	579,391.49	93.5%
Administration	3,218,969.00	2,669,371.27	549,597.73	82.9%
Water & Sewer O & M	3,130,016.00	2,476,593.30	653,422.70	79.1%
Debt Service	1,308,214.00	1,113,046.28	195,167.72	85.0%
Transfers	1,754,097.00	1,729,097.00	25,000.00	98.5%
Contingencies	440,252.00	0.00	440,252.00	
Utility Fund Expenditures	9,851,548.00	7,988,107.85	1,863,440.15	81.0%
<i>Total Operating Expenditures</i>	<i>6,061,742.00</i>	<i>4,959,432.16</i>	<i>1,102,309.84</i>	
<i>Total Capital Outlay Expenditures</i>	<i>287,243.00</i>	<i>186,532.41</i>	<i>100,710.59</i>	
<i>Total Debt Service</i>	<i>1,308,214.00</i>	<i>1,113,046.28</i>	<i>195,167.72</i>	
<i>Total Interfund Transfers</i>	<i>1,754,097.00</i>	<i>1,729,097.00</i>	<i>25,000.00</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>7,988,107.85</i>	<i>1,863,440.15</i>	
 <i>Personnel</i>	 <i>487,033.00</i>	 <i>375,992.44</i>	 <i>111,040.56</i>	
<i>Supplies</i>	<i>345,000.00</i>	<i>146,760.51</i>	<i>198,239.49</i>	
<i>Other Services</i>	<i>5,229,709.00</i>	<i>4,436,679.21</i>	<i>793,029.79</i>	
<i>Capital Outlay</i>	<i>287,243.00</i>	<i>186,532.41</i>	<i>100,710.59</i>	
<i>Debt Service</i>	<i>1,308,214.00</i>	<i>1,113,046.28</i>	<i>195,167.72</i>	
<i>Interfund Transfers</i>	<i>1,754,097.00</i>	<i>1,729,097.00</i>	<i>25,000.00</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>7,988,107.85</i>	<i>1,863,440.15</i>	

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting: October 1, 2019
Title: Order authorizing City Manager Paula Yancey, Mayor Phil Torjusen, City Engineer Mark Seymour, and City Attorney Josh Danos to travel to Birmingham, AL for Economic Development purposes

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

Summary Explanation: Order authorizing City Manager Paula Yancey, Mayor Phil Torjusen, City Engineer Mark Seymour, and City Attorney Josh Danos to travel to Birmingham, AL for Economic Development purposes.

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

ORDER NUMBER 000-2019

ORDER OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING TRAVEL OF CITY MANAGER PAULA YANCEY, MAYOR PHIL TORJUSEN, CITY ENGINEER MARK SEYMOUR, AND CITY ATTORNEY JOSH DANOS IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES

WHEREAS, the City Council finds it is in the best interests of the City of Gautier for the City Manager, Mayor, City Engineer Mark Seymour, and the City Attorney to travel to Birmingham, AL for Economic Development purposes; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager, Mayor, City Engineer Mark Seymour, and the City Attorney shall be authorized to travel to Birmingham, AL regarding Economic Development purposes.

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

IT IS FURTHER ORDERED that all necessary travel costs incurred during this trip, 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 October 1, 2019.

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval of minutes from Recessed Council Meeting
held September 17, 2019.

Introduced by:

Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Recessed Council Meeting held September 17, 2019

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2019

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held September 17, 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 October 1, 2019.

**Tuesday
September 17, 2019
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held September 17, 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 17, 2019 @ 6:30PM**

- 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 p.m. followed by Halloween Double feature starting at 7pm.**
- IV. Presentation Agenda**
 - 1. Discussion with Gautier JCUA appointee, Marshall Smith**

I. Business Agenda

1. Approval 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
--	-----------------------	--	--	--	---	--	------

II. 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 donation for the City of Gautier's Cruisin' Through the Decades Event**
- 4. Resolution authorizing Mayor Phil Torjusen and Councilwoman At Large 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 of lease agreement between Singing River, LLC. and the City of Gautier**
- 11. Authorization to accept a Wastewater Engineering Supplemental Agreement from MDOT for Hwy. 57 Sewer Relocation Project**

III. STUDY AGENDA

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

Adjourn until October 1, 2019 at 6:30 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. Revisions to Consent Agenda Item #5- Approval of a Use Agreement between the City of Gautier and Swetman Security Services for the Cruisin' Through the Decades Event
2. Correct Consent Agenda Item #10 Fact Sheet- The Fact Sheet should have read- Approval of an extension of lease agreement between Singing River, LLC and the City of Gautier
3. Add to Announcements – Christian Hartley- Breakfast with the Mayor Wednesday, October 2nd at 8:00 am located at MGCCC's Estuarine Center.
4. Add to Announcements – MS Songwriters Event September 19-22.

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

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 p.m. followed by Halloween Double feature starting at 7pm.
 5. Christian Hartley- Breakfast with the Mayor on Wednesday, October 2nd at 8:00am located at MGCCC's Estuarine Center
 6. MS Songwriters Event- September 19th – 22nd
-

PRESENTATION

1. Discussion with Gautier JCUA appointee, Marshall Smith
-

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

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**



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

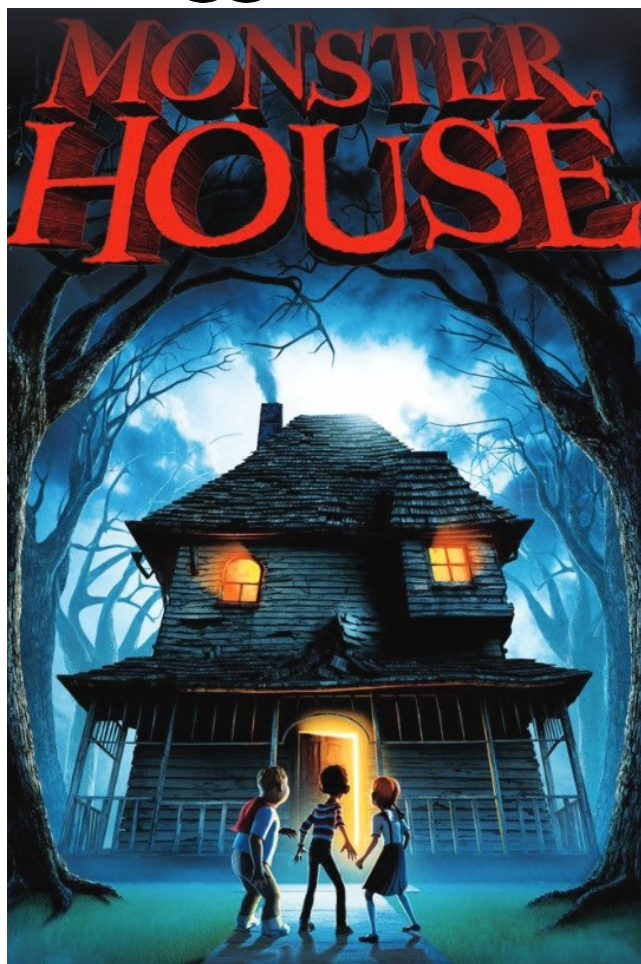
Oct. 26 at Shepard State Park

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.

Discussion with Gautier JCUA appointee, Marshall Smith was held.

Councilman Anderson made a motion to request the resignation of Marshall Smith as the City of Gautier's JCUA representative based on the following: he does not represent the best interest of the City of Gautier, does not have adequate knowledge of the JCUA's operations in relation to Gautier's interests, and has a clear conflict of interest voting on JCUA items that benefit him personally. Councilman Colledge seconded the motion. Mayor and Council voted unanimously.

Marshall stated he will serve his full term, which will expire May, 2021.

Gautier FY 2019 Wastewater Flow

For Information Purposes Only

Flow Year - 2019												
Month	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
Days in Month	30	31	31	30	31	30	31	31	28	31	30	31

Projected Flow Rate vs. Actual												
Projected Flow Rate - MGD	1.990	1.990	1.990	1.990	1.990	1.990	1.990	1.990	1.990	1.990	1.990	1.990
Actual Flow Rate - MGD	1.751	1.983	1.957	2.519	1.818	2.151	2.503	2.202	2.056	2.232	2.533	2.141

Average Flow
1.990 MGD
2.154 MGD

Projected Total Flow vs. Actual (million gallons)												
Projected Flow - Million Gallons	59.700	61.690	61.690	59.700	61.690	59.700	61.690	61.690	55.720	61.690	59.700	61.690
Actual Flow - Million Gallons	52.520	61.466	60.670	75.555	56.359	64.519	77.586	68.254	57.568	69.184	75.978	66.357
Flow Over or (Under) Projection	(7.180)	(0.224)	(1.020)	15.855	(5.331)	4.819	15.896	6.564	1.848	7.494	16.278	4.667

Total Flow
726,350,000 Gallons
786,016,000 Gallons
59,666,000 Gallons

FY 2019 Planned Monthly Billing	\$181,416.00
FY 2019 Planned Annual Billing	\$2,176,992.00
Amount that should have been billed based upon actual flow (Based upon \$3.03 per 1,000)	\$2,381,628.48
FY 2019 Payment Shortfall	\$204,636.48
FY2020 Actual Monthly Adjustment	\$10,731.00
FY2020 Actual Annual Adjustment	\$128,772.00
Remaining shortfall amount from FY2019 not being requested of Gautier in FY2020 due to the nature of the 3 year averaging of the contract	\$75,864.48

JCUA
AGENCIES - AVERAGE FLOW (MGD)

8/27/2019

	Avg. Rain	Pasc.	Moss Point	Esca.	Ocean Springs	Gautier	WJCUD	AGENCIES TOTAL
June 2017	18.4	5.757	3.478	2.460	2.632	3.187	2.147	19.661
July 2017	8.6	5.108	2.675	1.192	2.273	2.572	1.631	15.451
August 2017	13.0	4.964	2.667	1.127	2.633	2.488	1.687	15.565
September 2017	1.7	3.666	1.609	0.711	1.844	1.642	1.215	10.686
October 2017	11.1	5.302	2.263	1.363	1.953	2.007	1.560	14.448
November 2017	0.7	2.782	1.193	0.693	1.616	1.552	1.323	9.158
December 2017	3.9	2.799	1.520	1.014	1.755	1.830	1.422	10.340
January 2018	4.0	3.553	2.062	1.169	1.963	2.092	1.404	12.242
February 2018	6.1	4.193	2.455	1.650	2.289	2.398	1.588	14.573
March 2018	4.7	3.541	1.941	1.234	2.134	2.011	1.496	12.358
April 2018	3.7	3.304	1.700	1.191	1.934	2.004	1.474	11.607
May 2018	7.6	3.266	1.751	1.329	1.703	1.748	1.535	11.332
AVERAGE:	7.0	4.020	2.109	1.261	2.061	2.127	1.540	13.118
PERCENT TO TOTAL:		30.64%	16.08%	9.61%	15.71%	16.22%	11.74%	100.00%

	Avg. Rain	Pasc.	Moss Point	Esca.	Ocean Springs	Gautier	WJCUD	AGENCIES TOTAL
June 2018	5.2	3.559	1.818	1.343	1.590	1.751	1.297	11.359
July 2018	8.9	3.873	1.716	1.131	1.706	1.983	1.406	11.815
August 2018	9.1	3.735	2.357	1.614	1.877	1.957	1.376	12.917
September 2018	9.6	4.288	2.824	1.765	2.255	2.519	1.684	15.334
October 2018	3.9	3.321	1.690	1.114	1.722	1.818	1.452	11.116
November 2018	5.6	3.479	2.237	1.499	1.847	2.151	1.573	12.786
December 2018	8.4	4.476	2.879	1.927	2.214	2.503	1.713	15.712
January 2019	3.8	3.892	2.334	1.565	2.104	2.202	1.523	13.619

FY-2019 Monthly Billing Summary 10/2018 - 09/2019				FY-2019 Flow Projection Based on 3 Year Average* (2016, 17, 18)				FY - 2019 12 Month Update - Actual vs Draft			FY-2020 Monthly Billing Summary 10/2019 - 09/2020			FY-2020 Flow Projection Based on 3 Year Average* (2017, 2018, 2019)		
City of Moss Point				% Group	% Total County	P-ADF (MGD)		% Group	% Total County	P-ADF (MGD)	City of Moss Point			% Group	% Total County	P-ADF (MGD)
Wastewater Treatment (City)	\$171,317			15.36		1.86		16.43		2.054	Wastewater Treatment (City)	\$183,182		15.982	14.728	1.976
(credit) or shortage	\$14,115										(credit) or shortage	\$11,910				
Wastewater Treatment (EUD)	\$113,392			10.17		1.25		11.11		1.389	Wastewater Treatment (EUD)	\$116,990		10.207	9.410	1.262
(credit) or shortage	-\$4431										(credit) or shortage	\$10,514				
Monthly Payment	\$294,393			25.53	23.7			27.54	25%	3.443	Monthly Payment	\$322,596		26.189	24.138	
City of Pascagoula											City of Pascagoula					
Wastewater Treatment	\$333,657			29.92		3.67		28.11		3.514	Wastewater Treatment	\$337,904		29.481		3.645
(credit) or shortage	\$16,995										(credit) or shortage	-\$20,191				
Monthly Payment	\$350,652			29.92	27.7			28.11	26%	3.514	Monthly Payment	\$317,713		29.481	27.170	
West Jackson County Utility District											West Jackson County Utility District					
Wastewater Treatment	\$142,931			12.82		1.57		11.98		1.498	Wastewater Treatment	\$141,931		12.383		1.531
(credit) or shortage	-\$28,671										(credit) or shortage	-\$9,302				
Monthly Payment	\$114,260			12.82	11.9			11.98	11%	1.498	Monthly Payment	\$132,629		12.383	11.410	
City of Ocean Springs											City of Ocean Springs					
Wastewater Treatment	\$172,348			15.46		1.89		15.13		1.891	Wastewater Treatment	\$176,041		15.359		1.899
(credit) or shortage	\$2989										(credit) or shortage	-\$3,662				
Wholesale Water	TBD										Wholesale Water					
Monthly Payment	\$175,337			15.46	14.3			15.13	14%	1.891	Monthly Payment	\$172,379		15.359	14.150	
City of Gautier											City of Gautier					
Wastewater Treatment	\$181,416			16.27		1.99		17.23		2.154	Wastewater Treatment	\$190,128		16.588		2.051
(credit) or shortage	-\$998										(credit) or shortage	\$10,731				
Monthly Payment	\$180,418			16.27	15.1			17.23	16%	2.154	Monthly Payment	\$200,859		16.588	15.290	
Total portion of flow reconciliation group vs county centralized total				100.00	92.7	12.26		100.00	92%	12.500	Total portion of flow reconciliation group vs county centralized total			100.00	92.2	12.364
Combined Agencies Monthly	\$1,115,060										Combined Agencies Monthly	\$1,146,176				
Utility Services & Houston Estates											Utility Services & Houston Estates					
Wastewater Treatment	\$42,012				3.43	0.45			3.31	0.458	Wastewater Treatment	\$42,596			3.43	0.458
(credit) or shortage	\$4,697										(credit) or shortage	\$4,697				
Wholesale Water											Wholesale Water					
Monthly Payment	\$46,709										Monthly Payment	\$47,293				
Helena Utility District											Helena Utility District					
Wastewater Treatment	\$2,134				0.25	0.03			0.27	0.036	Wastewater Treatment	\$3,353			0.27	0.036
(credit) or shortage	\$1,048										(credit) or shortage	\$1,048				
Wholesale Water	TBD										Wholesale Water					
Monthly Payment	\$3,182										Monthly Payment	\$4,401				
Jackson County Utility Authority Direct (w/SAWS)											Jackson County Utility Authority Direct (w/SAWS)					
Wastewater Treatment	\$43,938				3.33	0.44			3.75	0.508	Wastewater Treatment	\$47,191			3.80	0.508
(credit) or shortage	-\$3,180										(credit) or shortage	-\$3,180				
Wholesale Water											Wholesale Water					
Monthly Payment	\$40,758										Monthly Payment	\$44,011				
Combined Utilities Monthly	\$90,649										Combined Utilities Monthly	\$95,705				
Monthly Treatment	\$1,205,709				99.7	13.18			8.25	13.502	Monthly Treatment	\$1,241,881			99.6	13.366
Haulers/Others	\$16,271				0.3	0.0			0.02	0.052	Haulers/Others	\$33,085			0.4	0.051
Total Daily Average Flow Rate (Projected) MGD (Through May)					100.0	13.22			8.27	13.55	Total Daily Average Flow Rate (Projected) MGD (Through May)				100.0	13.417
Estimated Cost/1000 Gallons Based on Projected Flow						\$3.03			\$	3.01	Estimated Cost/1000 Gallons Based on Projected Flow					\$3.10

Updated 8/30/2019

*Billing flow is a "Projection" with a credit or shortage reflecting contractual adjustments for actual flow measurements. (Flow Years begin June 1 end May 31)
 RED = Over Projected Flow Allocation / GREEN = Under Projected Flow Allocation

Councilman Colledge made the motion to approve Revised Compensation Scales and Step Plan for Certified Police Officers, and Authorization of Pay Adjustments, 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 184-2019

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 **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 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

Councilman Colledge made the motion to approve pay adjustments for all Administrative and Fire Department personnel as allocated and approved in the City of Gautier FY 2020 Budget, 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 185-2019

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 **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 17th 2019.

Councilman George made the motion to renew the Self-Funded Health Insurance Plan FY 2020, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 186-2019

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 **Councilman George**, 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 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

Councilwoman Martin made the motion to approve FY 2019 Year End Budget Amendments, 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:

RESOLUTION NUMBER 036-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilwoman Martin made the motion to approve Amendment #2 to the professional services agreement with Heflin Engineering for work associated with the Shepard State Park Marsh Boardwalk project, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 187-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilwoman Martin made the motion to enter into a Construction Engineering and Inspection Contract with Michael Baker International for the Martin Bluff Roadway Improvements Project, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 188-2019

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 **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 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.

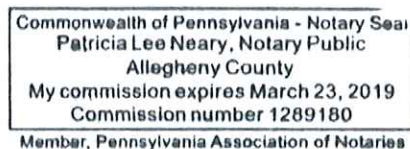
Commonwealth of Pennsylvania

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

Labor Costs

Testing Services	\$	43,037.02
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Direct Costs

CE&I Services	\$	15,019.60
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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	143.38% %
Field Overhead Rate ²	114.94% %
Profit	10.00% %

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	4	\$ 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

		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

POSITION TITLE		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				
		2	2	2	2	2	2	2	2	2	2	2	2	10	24	\$ 101.14	\$ 2,427.29
		12	12	12	12	12	12	12	12	12	12	12	12	10	144	\$ 88.33	\$ 12,720.23
		12	12	12	12	12	12	12	12	12	12	12	12	10	144	\$ 46.09	\$ 6,636.64
		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	\$ -	\$ -
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	\$ 181.33	\$ -
Surveyor PLS																0	\$ 91.81	\$ -
Survey Crew Manager																0	\$ 52.03	\$ -
Survey Crew																0		
Labor Subtotal (Overtime) \$ -																		

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 mm) 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.

Councilman Vaughan made the motion to approve Change Order No. 1 for the Bemis Avenue Sewer Project (CDBG Project #1134-18-192-PF-01), as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 189-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

A handwritten signature in blue ink that reads "Kristen Chancellor". The signature is fluid and cursive, with the first name "Kristen" and last name "Chancellor" clearly visible.

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

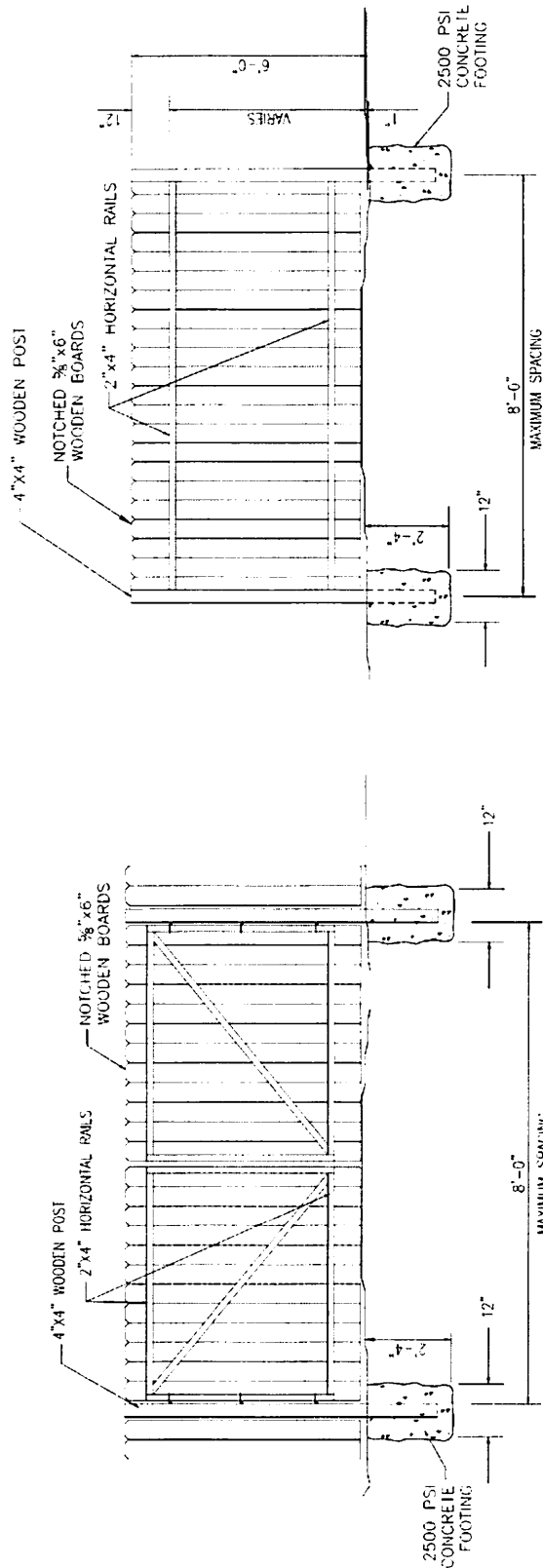
The Contract Time will not be changed

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 LIFT 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

Councilwoman Martin made the motion for renewal of commercial insurance policies through HUB International for property, casualty, and liability insurance coverage for FY 2020, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 190-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

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

ORDER NUMBER 191-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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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

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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		Invoice #	Date	P.O.	Amount	
		PRELIM & DESIGN ENGINEERING		7182	09/06/2019			364.16
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-603	193243	09/17/2019	09/11/2019			301.00	
		Description		Invoice #	Date	P.O.	Amount	
		PRELIM & DESIGN ENGINEERING		7183	09/06/2019			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

215

SUMMARY OF ALL FUNDS

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

Councilman Jackson requested to pull Consent Agenda Item 5 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 1-4 and 6-11, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 192-2018

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 and 6-11 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 193-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 194-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 195-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

20022201 CO5530SL36: D181062611

Security features included. Details on back.

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

ORDER NUMBER 196-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 197-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 198-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 199-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 200-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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	\$	279,539.00	\$	280,499.20

EXPENDITURES

Annual Fees	\$	1,200.00	\$	1,250.00
Ms Dev Katrina Loan - Debt Service	\$	278,029.00	\$	279,059.00

TOTAL EXPENDITURES

	\$	279,229.00	\$	280,309.00
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YEAR END BALANCE

	\$	310.00	\$	190.20
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BALANCE

	\$	279,539.00	\$	280,499.20
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TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13**REVENUE**

Balance at beginning of year	\$	13,631.67	\$	(40,971.45)
Grant	\$	40,971.45	\$	40,971.45
Transfer from General Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	54,603.12	\$	-

EXPENDITURES

Capital Outlay	\$	54,603.12	\$	-
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TOTAL EXPENDITURES

	\$	54,603.12	\$	-
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	54,603.12	\$	-
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ALLEN ROAD WIDENING: FUND 20**REVENUES**

Balance at beginning of year	\$	31,890.00	\$	-
Transfer from General Fund	\$	14,434.00	\$	46,324.00
Total available cash and anticipated revenue	\$	46,324.00	\$	46,324.00

EXPENDITURES

Other Services & Charges	\$	-	\$	-
Debt Service	\$	46,324.00	\$	46,324.00

TOTAL EXPENDITURES

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

	\$	-	\$	-
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BALANCE

	\$	46,324.00	\$	46,324.00
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MDOT SAFE ROUTES TO SCHOOL: FUND 29**REVENUES**

Balance at beginning of year	\$	(36,558.55)	\$	(27,155.81)
MDOT Reimbursements	\$	59,938.88	\$	27,155.81
Transfer from General Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	23,380.33	\$	-

EXPENDITURES

Street Improvements (Sidewalks)	\$	23,380.33	\$	-
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TOTAL EXPENDITURES

	\$	23,380.33	\$	-
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	23,380.33	\$	-
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USFW CITY PARK BOAT LAUNCH : FUND 50**REVENUES**

Balance at beginning of year	\$	(90,836.53)	\$	-
Grant	\$	169,610.00	\$	-
Transfer from Tidelands Grant	\$	99,518.00	\$	-
Total available cash and anticipated revenue	\$	178,291.47	\$	-

EXPENDITURES

Capital Outlay	\$	178,291.47	\$	-
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TOTAL EXPENDITURES

	\$	178,291.47	\$	-
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	178,291.47	\$	-
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MARTIN BLUFF ROAD PROJECT: FUND 128**REVENUES**

Balance at beginning of year	\$	102,012.64	\$	102,012.64
Total available cash and anticipated revenue	\$	102,012.64	\$	102,012.64

EXPENDITURES

Capital Outlay	\$	102,012.64	\$	102,012.64
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TOTAL EXPENDITURES

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

	\$	-	\$	-
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BALANCE

	\$	102,012.64	\$	102,012.64
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	286,500.00	\$	237,104.13
Interest	\$	1,200.00	\$	1,000.00
MDOT Reimbursements	\$	3,611,043.21	\$	4,923,498.47
Transfer from GF Debt Service	\$	502,319.00	\$	503,869.00
Total available cash and anticipated revenue	\$	4,401,062.21	\$	5,665,471.60

EXPENDITURES

Annual Bond Fees	\$	2,200.00	\$	2,300.00
Annual Bond Payment - Debt Service	\$	501,318.76	\$	501,569.00
Capital Improvements	\$	3,897,543.45	\$	5,161,602.60
Transfer to General Fund				

TOTAL EXPENDITURES

	\$	4,401,062.21	\$	5,665,471.60
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	4,401,062.21	\$	5,665,471.60
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	423,959.65	\$	390,477.38
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	423,959.65	\$	390,477.38

EXPENDITURES

Capital Outlay	\$	50,000.00	\$	50,000.00
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TOTAL EXPENDITURES

	\$	50,000.00	\$	50,000.00
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YEAR END BALANCE

	\$	373,959.65	\$	340,477.38
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BALANCE

	\$	423,959.65	\$	390,477.38
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	277,000.00	\$	237,861.26
Fire Insurance Rebate	\$	100,000.00	\$	101,000.00
MS Code Rebate	\$	3,000.00	\$	3,000.00
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	380,000.00	\$	341,861.26

EXPENDITURES

Other Services & Charges	\$	13,131.85	\$	15,161.06
Capital Outlay	\$	62,000.00	\$	62,000.00
Debt Service	\$	120,504.00	\$	102,754.00
Transfer to Fund 161	\$	-	\$	-

TOTAL EXPENDITURES

	\$	195,635.85	\$	179,915.06
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YEAR END BALANCE

	\$	184,364.15	\$	161,946.20
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BALANCE

	\$	380,000.00	\$	341,861.26
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(81,532.55)	\$	(10,501.50)
Grant: Public Access	\$	377,780.65	\$	195,089.25
Grant: Town Center	\$	336,016.64	\$	504,611.74
Grant: MS G Coast Heritage Grant	\$	-	\$	8,000.00
Total available cash and anticipated revenue	\$	632,264.74	\$	697,199.49

EXPENDITURES

Capital Outlay: City Park-Town Commons	\$	167,165.33	\$	154,236.74
Capital Outlay: Graveline Bayou	\$	33,050.00	\$	700.00
Capital Outlay: Shepard State Park	\$	232,531.41	\$	192,262.75
Capital Outlay: Mary Walker Bayou Parks	\$	100,000.00	\$	350,000.00
Trans to other Grants: Fund 50	\$	99,518.00	\$	-

TOTAL EXPENDITURES

	\$	632,264.74	\$	697,199.49
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	632,264.74	\$	697,199.49
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LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	109,578.00	\$	110,096.00
Total available cash and anticipated revenue	\$	109,578.00	\$	110,096.00

EXPENDITURES

Other Services & Charges	\$	109,578.00	\$	110,096.00
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TOTAL EXPENDITURES

	\$	109,578.00	\$	110,096.00
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	109,578.00	\$	110,096.00
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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
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YEAR END BALANCE

	\$	9,877.00	\$	30,457.00
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BALANCE

	\$	134,500.00	\$	158,907.00
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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
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TOTAL EXPENDITURES

	\$	-	\$	274,964.00
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YEAR END BALANCE

	\$	-	\$	142,736.00
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BALANCE

	\$	-	\$	417,700.00
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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

	\$	-	\$	-
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YEAR END BALANCE

	\$	-	\$	318,010.00
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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
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TOTAL EXPENDITURES

	\$	664,840.00	\$	161,250.00
--	----	------------	----	------------

YEAR END BALANCE

	\$	-	\$	30,047.20
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BALANCE

	\$	664,840.00	\$	191,297.20
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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
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TOTAL EXPENDITURES

	\$	-	\$	164,525.60
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YEAR END BALANCE

	\$	-	\$	-
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BALANCE

	\$	-	\$	164,525.60
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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

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

ORDER NUMBER 201-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

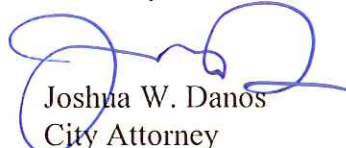
RE: Singing River Mall Site
Option to Purchase

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

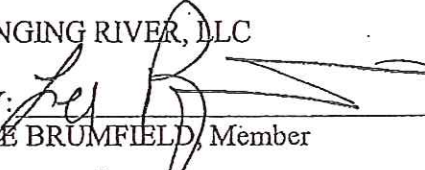
Nothing in this Agreement, nor any act of either party pursuant hereto shall be deemed to constitute the parties as partners or joint venturers with regard to the Property, and neither party shall hold itself out as being the partner or joint venturer of or with the other party.

13. Governing Law

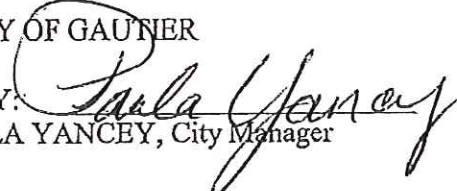
This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

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

THE CITY OF GAUTIER

BY: 
PAULA YANCEY, City Manager

BY: 
SHANE B. MORRISON, Member and Manager

STATE OF MS

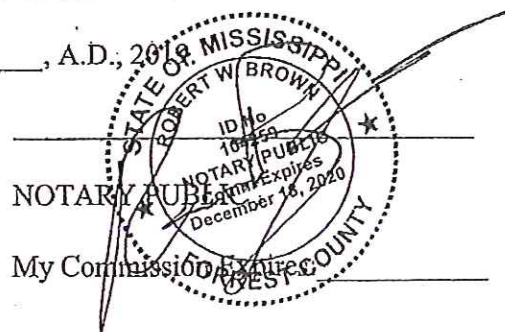
COUNTY OF FORD

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, Attn: 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 warrant" 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.

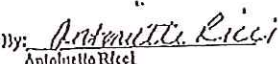
Taxes for the year 2003 have been established, according to actual 2002 assessments, and prepaid at closing. GRANTEE shall pay the 2003 taxes as and when due.

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 Noel, 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, Admin, & Plan M.
To: Johnston, Adams, Walley, Gordon & Harris, L.L.C.
P.O. Box 1938
Mobile, AL 36633
Tel: 251-432-7682

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Get the address from the
RHS Court Book for Office
Office Hours, 1st 37564
217-222-1171

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 thereof 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 pole; 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 $40^{\circ}00'00''$ West for a distance of 80.32 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 280.74 feet, chord bearing of

South 77°30'00" West and a chord distance of 80.30 feet to a corner hole; thence South 66°00'00" West for a distance of 128.00 feet to a corner hole; thence South 10°00'00" West for a distance of 30.20 feet to said North right-of-way of U.S. Highway 90 and a 1/2" iron pin; thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 111.20 feet to a 1/2" iron pin; thence North 10°00'00" East for a distance of 490.00 feet to a P.K. nail; thence North 80°00'00" West for a distance of 140.28 feet to a point; thence North 10°00'00" East for a distance of 105.04 feet to a point; thence North 80°00'00" West for a distance of 121.00 feet to a point; thence North 10°00'00" East for a distance of 40.00 feet to a point; thence North 80°00'00" West for a distance of 42.00 feet to a point; thence South 10°00'00" West for a distance of 40.00 feet to a point; thence North 80°00'00" West for a distance of 101.60 feet to a point; thence South 10°00'00" West for a distance of 71.04 feet to a point; thence North 80°00'00" West for a distance of 40.04 feet to a point; thence North 10°00'00" West for a distance of 67.00 feet to a point; thence North 80°00'00" West for a distance of 122.70 feet to a P.K. nail; thence South 10°00'00" West for a distance of 140.00 feet to a P.K. nail; thence South 80°00'00" East for a distance of 17.03 feet to a P.K. nail; thence South 10°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°12'14" East and a chord distance of 33.02 feet to a point; thence South 25°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°24'36" East and a chord distance of 20.00 feet to a P.K. nail; thence South 10°00'00" West for a distance of 42.42 feet to the end North right-of-way of U.S. Highway 90 and a 1/2" iron pin; thence North 80°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°48'51" East and a chord distance of 33.20 feet to a point; thence North 10°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°09'00" West and a chord distance of 42.43 feet to a point; thence North 80°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°00'00" West and a chord distance of 21.21 feet to a point; thence North 10°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°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 00°00'00" West along said East right-of-way of Dolphin Road for a distance of 710.70 feet to a 1/2" iron pin; thence continuing along said East right-of-way of Dolphin Road North 05°09'00" West for a distance of 370.00 feet to a 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°32'00" East along said South right-of-way of Singing

River Road for a distance of 716.00 feet to a 1/2" iron pin; thence continuing along said South right-of-way of Slating River Road South 00°00'00" East for a distance of 100.00 feet to a 1/2" iron pin; thence South 10°00'00" West for a distance of 127.71 feet to a point; thence South 00°00'00" East for a distance of 02.00 feet to a point; thence South 10°00'00" West for a distance of 110.00 feet to a point; thence South 00°00'00" East for a distance of 240.00 feet to a point; thence North 10°00'00" East for a distance of 110.00 feet to a point; thence North 65°00'00" East for a distance of 118.07 feet to a P.K. nail; thence North 10°00'00" East for a distance of 540.43 feet to a point on said South right-of-way of Slating River Road and a 1/2" iron pin and a 1/2" iron pin; thence along said South right-of-way of Slating River Road North 67°00'00" East for a distance of 40.72 feet to a 1/2" iron pin; thence South 20°10'00" East for a distance of 70.40 feet to a 1/2" iron pin; thence South 10°00'00" West for a distance of 210.00 feet to a P.K. nail; thence South 00°00'00" East for a distance of 208.00 feet to a 1/2" iron pin; thence South 00°32'00" East for a distance of 117.27 feet to a 1/2" 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, Slating 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°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 68.32 feet to a 1" iron rod and the Point of Beginning of the herein described parcel of land.

From said POINT OF BEGINNING, thence North 00°32'00" West for a distance of 249.16 feet to a 1/2" iron pin; thence South 00°20'00" West for a distance of 22.00 feet to a 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 160.00 feet, an arc length of 200.74 feet, chord bearing of South 40°44'00" West and a chord distance of 248.00 feet to a screw hole; thence North 00°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°00'00" West and a chord distance of 42.43 feet to a screw hole; thence South 10°00'00" West for a distance of 87.03 feet to a 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 63.00 feet, an arc length of 33.66 feet, chord bearing of South 04°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°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

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APR 18 2014 01:35 PM 3 PGS
KX 55110102 REP 1031310

This Instrument Prepared By & Return To:

John H. Knorr, MSB 116, 3774
00001 & Vailmillson, PLLC
P.O. Box 1610
Peterson, MS 38555-1016
(228) 762-2272

Indorsed: Placed in U. S. Government Lot 2, of Fractional Sec 35-7-7, N/O Lot 7, Gct 1 of Spring Water Mts. SD,
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 38553
(228) 617-0760

does hereby convey, grant, bargain, sell, and warrant unto

SHILOH NIVER, LLC
P.O. Box 1380
Ocean Springs, MS 38506
(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 516.43 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.

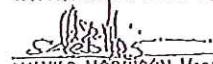
Together with all buildings and improvements situated thereon.

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 SHANE 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.



Shane D. Morrison
NOTARY PUBLIC
My Commission Expires: 08/01/17

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

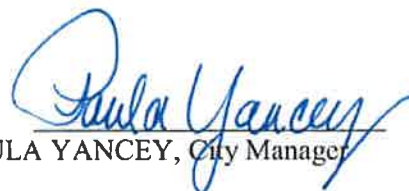
PO Box 86757

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.

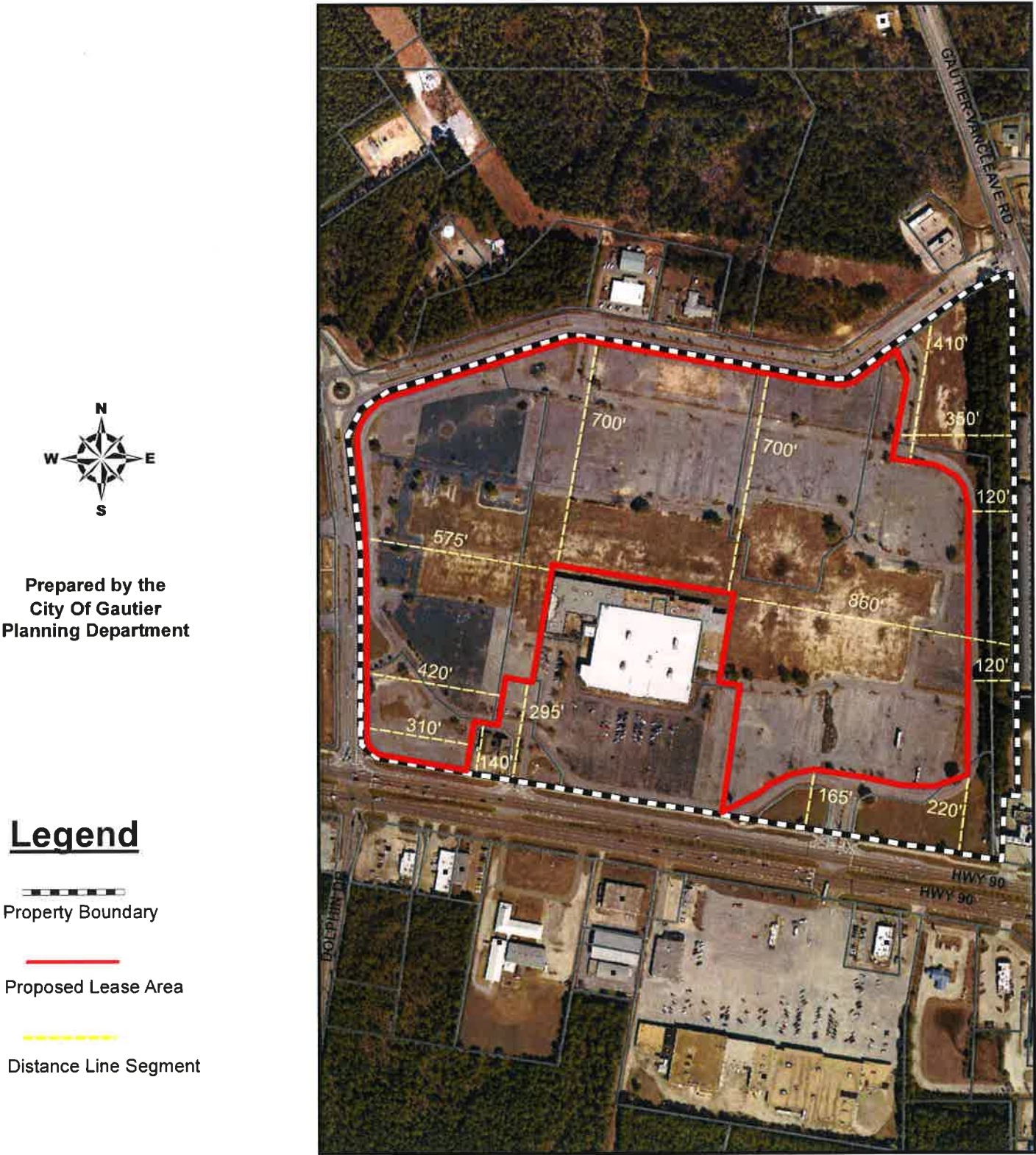
Tricia L. Thigpen

NOTARY PUBLIC

My Commission Expires: January 31, 2019



Mall Property Proposed Lease Area



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

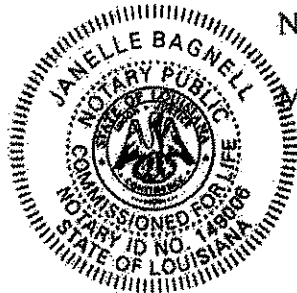
My Commission Expires: _____

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

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

Paula Yancey, City Manager

SINGING RIVER, LLC

Shane Morrison, Member

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

ORDER NUMBER 202-2019

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

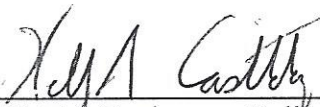
Approved Engineering Agreement Amount: **\$228,591.16**

Supplement Amount: **\$5,000.00**

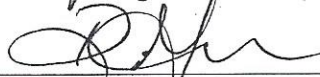
MDOT Participation: 100% = \$5,000.00

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

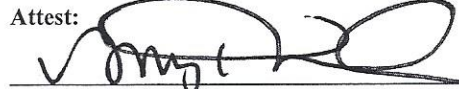
APPROVED:



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:

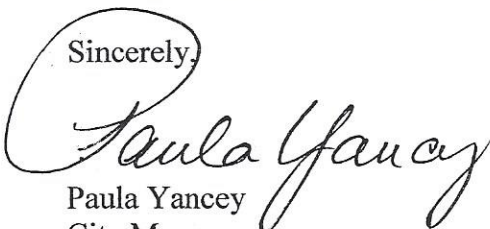
The City of Gautier requests Supplemental Agreement # 1 Engineering for unforeseen costs related to this project.

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]

Councilman Vaughan made the motion to approve the Use Agreement between the City of Gautier and Swetman Security Services for the Cruisin' Through the Decades Event to be held October 6, 2019, as presented. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 203-2019

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 an Agreement between the City of Gautier and Swetman Security Services for event parking is hereby approved and described above, contingent upon approval by the City Attorney.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose, contingent upon approval by the City Attorney.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilman Vaughan made the motion to adjourn until October 1, 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 October 1, 2019.

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval to submit a grant application to the Mississippi Department of Archives and History for a Community Heritage Preservation Grant for the former Gautier Colored School.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 Ext. 315

Summary Explanation: Approval to submit a grant application to the Mississippi Department of Archives and History for a Community Heritage Preservation Grant for the former Gautier Colored School.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other/Discussion	☐
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	Gollott	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	Jones	☐	☐	☐	☐
Ward 2	Guillotte	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2019

WHEREAS, the Gautier Colored Schoolhouse was originally built in 1921 by patrons of the school as a one-room school for Gautier's African-American children and was used as a school until 1946. The building was later used as a community center, senior citizens center, and voting place; and

WHEREAS, the Mississippi Legislature has approved the thirteenth round of funding for the Community Heritage Preservation (CHP) Grant Program. This program authorizes the Mississippi Department of Archives and History to make grants available for the preservation, restoration, development and interpretation of historic courthouses and school buildings. To be eligible, a building must be designated as a Mississippi Landmark under the Antiquities Law of Mississippi prior to application; and

WHEREAS, the schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance and was also named in 2013 as one of the 10 Most Endangered Historic Sites in Mississippi by the Mississippi Heritage Trust; and

WHEREAS, the City received a CHP grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017; and

WHEREAS, to complete renovations on the schoolhouse, an estimated \$274,981.80 is needed, based upon an estimate provided by architect Walter Bolton. If awarded this grant, the grant would total \$219,985.44, and a local match of \$54,996.36 would be required; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the authorization to submit a grant application to the Mississippi Department of Archives and History for a Community Heritage Preservation Grant for the former Gautier Colored School is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of October 1, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 9/25/2019
Subject: Submission of an Application to the Mississippi Department of Archives and History for a Community Heritage Preservation Grant for the former Gautier Colored School

REQUEST:

The Grants and Projects Department requests City Council authorization to submit a grant application to the Mississippi Department of Archives and History (MDAH) for a Community Heritage Preservation Grant for the Mississippi Landmark, the former Gautier Colored School, also known as the West Pascagoula Colored School. The building is located at 902 De La Pointe Drive at the entrance to George Martin City Park.

BACKGROUND:

The Mississippi Legislature has approved the thirteenth round of funding for the Community Heritage Preservation (CHP) Grant Program. This program authorizes the Mississippi Department of Archives and History to make grants available for the preservation, restoration, development and interpretation of historic courthouses and school buildings. To be eligible, a building must be designated as a Mississippi Landmark under the Antiquities Law of Mississippi prior to application.

The former schoolhouse was originally built in 1921 by patrons of the school as a one-room school for Gautier's African-American children and was used as a school until 1946. Later, the building was used as a community center, senior citizens center, and voting place.

The schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance and was also named in 2013 as one of the 10 Most Endangered Historic Sites in Mississippi by the Mississippi Heritage Trust.

DISCUSSION:

The Gautier Historic Preservation Commission has identified the Gautier Colored School as an important historic site for preservation and future use as a Historic Schoolhouse and Cultural Museum. The City received a CHP grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. The building has a new foundation, roof, and floor.

To complete renovations on the schoolhouse, an estimated \$274,981.80 is needed, based upon an estimate provided by architect Walter Bolton. If awarded this grant, the grant would total \$219,985.44, and a local match of \$54,996.36 would be required.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize submission of a grant application to MDAH for the Community Heritage Preservation Round XIII funding for rehabilitation of the former Gautier Colored School as outlined above.

City Council may:

1) Authorize submission of a grant application for \$219,985.44 in funding, signed Statement of Understanding, and commitment for the required match up to \$54,996.36; or

2) Not authorize submission of a grant application.

ATTACHMENTS:

1. Statement of Understanding

STATEMENT OF UNDERSTANDING

With respect to grants received from MDAH, applicants indicate by their signatures they have read, understand, and agree to this Statement of Understanding. Failure to comply will result in cancellation:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements, and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in The Secretary of the Interior's *Standards for the Treatment of Historic Properties* as outlined in Appendix B and the *International Existing Building Code 2012*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.



COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM—ROUND 13



11. All costs charged to the grant project will be in payment of approved budget items.
12. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
13. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds, and assets during the grant period.
14. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
15. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
16. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
17. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and on the person or persons whose signature appear below and who is/are authorized to sign this assurance on behalf of the applicant.

City of Gautier

09/19/2019

Name of Applicant/Project Sponsor

Date

Paula S. Yancey, City Manager

Name and Title of Authorized Representative

Signature

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Authorization to accept monetary donations 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 – Keesler Federal Credit Union and Platinum Sponsor - \$5,000.00 – Waste Pro.

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 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 Keesler Federal Credit Union (\$500.00) and Waste Pro (\$5,000.00) 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 October 1, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 9/23/2019
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2019.

BACKGROUND:

The 23rd Annual Cruisin' the Coast will be held Oct. 6 – 13, 2019 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 6, 2019 from 11 a.m. – 4 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

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

1. Bronze Sponsor - \$500- Keesler Federal Credit Union
2. Platinum Sponsor- \$5,000- Waste Pro

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. Sponsorship Checks 10.1.19

CIT0152

CITY OF GAUTIER

9/16/2019

50263331

Ref Nbr

Invoice Nbr

Inv Date

Invoice Amount

WASTE PRO USA
Amount Paid

Disc Taken

Net Check Amt

01670560

Cruisin' the (09/01/19

5,000.00

5,000.00

0.00

5,000.00

WASTE PRO

Caring For Our Communities

2101 W. State Road 434 Suite 315
Longwood, FL 32779Wells Fargo Bank
11-24/1210

CHECK # 50263331

DATE 9/16/2019

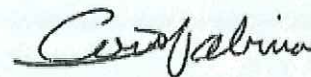
Check Amount

*****5,000.00

PAY Five Thousand and 00/100----- US Dollars

TO THE
ORDER OFCITY OF GAUTIER
PO BOX 670
GUTIER, MS 39553

VOID AFTER 90 DAYS



Authorized Signature



KeeslerFederal
CREDIT UNION

85-7758/2655

CHECK # 02-0101609402

DATE
09/17/19

\$500.00

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

NOT VALID IF 90 DAYS AFTER ISSUE

TWO SIGNATURES REQUIRED IF OVER \$25,000

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

Authorized Signature



CITY OF GAUTIER
Consent Agenda Item #14
Fact Sheet

Council Meeting:
Title:

October 1, 2019
Approval of water and sewer adjustments dated
October 2019 in the amount of \$9,125.78.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497- 8000 ext. 302

Summary Explanation: Approval of water and sewer adjustments dated October 2019 in the amount of \$9,125.78.

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 Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated October 2019 in the amount of \$9,125.78 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 1, 2019.

OCTOBER 2019 UTILITY ADJUSTMENTS 1 OF 2

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	REASON FOR ADJ
003-01601-002		\$262.51				\$262.51	POOL FILL
003-03101-000		\$32.47				\$32.47	POOL FILL
003-09301-000		\$37.74				\$37.74	POOL FILL
007-01401-004		\$180.56				\$180.56	POOL FILL
013-24801-002		\$62.07				\$62.07	POOL FILL
013-58051-001		\$63.17				\$63.17	POOL FILL
015-18801-003		\$36.73				\$36.73	POOL FILL
015-19401-001		\$42.37	\$35.00			\$77.37	POOL FILL
016-35001-000		\$190.08	\$70.00			\$260.08	BUSTED PIPE
019-41901-000		\$311.17				\$311.17	HOT WATER TANK
019-45611-000	\$526.83	\$706.58	\$70.00	\$350.00	\$4.90	\$1,658.31	THEFT-POLICE REPORT
019-47001-000		\$113.40				\$113.40	POOL FILL
020-51201-002		\$173.44	\$70.00			\$243.44	BROKEN SPIGOT
021-01801-000		\$133.57	\$35.00			\$168.57	POOL FILL
021-04301-000		\$55.23				\$55.23	POOL FILL
021-10101-004		\$51.89	\$70.00			\$121.89	POOL FILL
021-11001-003		\$98.05				\$98.05	POOL FILL
023-01901-009		\$39.86				\$39.86	POOL FILL
023-02401-008		\$21.46				\$21.46	POOL FILL
023-02601-000		\$149.02	\$105.00			\$254.02	BUSTED PIPE
023-04401-002		\$51.06	\$35.00			\$86.06	POOL FILL
023-04501-000		\$23.68				\$23.68	POOL FILL
023-04701-005	\$1,152.94	\$1,254.67	\$35.00		\$80.70	\$2,523.31	THEFT-POLICE REPORT
023-05701-001		\$82.42				\$82.42	POOL FILL
025-08101-000		\$111.47	\$70.00			\$181.47	BUSTED PIPE
027-23501-000		\$224.39				\$224.39	POOL FILL
027-26701-001		\$190.46	\$70.00			\$260.46	BUSTED PIPE
033-03601-003		\$141.34	\$105.00			\$246.34	FAUCET
036-16801-000		\$34.69				\$34.69	POOL FILL
039-02301-000		\$42.64				\$42.64	POOL FILL
039-05501-004	\$43.56	\$48.84	\$70.00			\$162.40	THEFT-POLICE REPORT
039-09901-005		\$90.85				\$90.85	POOL FILL
041-02301-000		\$110.26				\$110.26	POOL FILL
041-02801-006		\$457.60	\$140.00			\$597.60	BUSTED PIPE
041-016401-001		\$152.16				\$152.16	POOL FILL
044-00301-001		\$71.78				\$71.78	POOL FILL
050-10901-000		\$49.39				\$49.39	BUSTED PIPE
056-02301-000		\$87.78				\$87.78	POOL FILL
TOTAL	\$1,723.33	\$5,986.85	\$980.00	\$350.00	\$85.60	\$9,125.78	

COMPLETED

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
October 1, 2019**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
