

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 1, 2020 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Offices will be closed September 7, 2020 in observance of Labor Day**
- 2. Farmers Market will be Thursday, September 24th from 2pm until 6pm at the Singing River Mall Property**
- 3. City of Gautier's Cruisin' through the Decades Event will be October 4, 2020 from 4pm - 8pm at the Singing River Mall Property. (Drive-In Movie will begin at 6:30pm featuring Grease)**

IV. Presentation Agenda

- 1. Recognition of Retirement for Casey Baxter**

V. Business Agenda

- 1. Conduct a Public Hearing for Municipal Budget and Tax Levy for Fiscal Year 2020-2021**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **Adoption of Resolution Fixing the Municipal Ad Valorem Tax Levy for the Fiscal Year 2020-2021**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Receive and Accept Audited Financial Statements for the year ended September 30, 2019 and authorization to publish a synopsis of same**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Approval of an ordinance to abolish municipal election commissioners in the City of Gautier, MS**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Approval of an agreement between the City of Gautier and Jackson County to have the County election commissioners conduct municipal elections**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Authorization to Acknowledge Bids and Award Contract for the City Hall Water Well Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **Approval of Amendment No. 1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. **Authorization to Advertise for Bids for Bacot Park Improvements**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. **Approval of the 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. **Authorization is requested for retiring Police Captain Casey Baxter to purchase his duty weapon for \$1.00**

- 2. Approval of Minutes from Recessed Council Meeting held August 18, 2020 and Recessed Council Meeting held August 20, 2020**
- 3. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.**
- 4. Resolution requesting and approving assistance from Jackson County in purchasing and installing playground equipment for Bacot Park**
- 5. Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event**
- 6. Authorization to retire K-9 Unit (Justice) from service, and to transfer ownership to Captain David Bever**

VII. STUDY AGENDA

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

Recess until September 8, 2020 at 6:00pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 1, 2020**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Offices closed September 7, 2020 in observance of Labor Day.
2. Farmers Market will be September 24th from 2pm until 6pm at the Singing River Mall Property.
3. City of Gautier's Cruisin' through the Decades Event will be October 4th from 4pm until 8pm at the Singing River Mall Property. (Drive-In Movie will begin at 6:30pm featuring Grease)

NOTES:

STATE HOLIDAYS

MISS. CODE ANN. § 3-3-7:

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

Holiday Proclamations from the Governor:

- New Year's Day (/Education-Publications/Pages/Proclamation-New-Years-Day.aspx)
- Independence Day -- July Fourth (/content/documents/ed_pubs/holidays/Proclamation_July42020.pdf)
- Veteran's Day -- November 11 (/content/documents/ed_pubs/holidays/Veteran%27s%20Day%202019%20Holiday%20Notice.pdf)
- Thanksgiving Day, Christmas Day, and New Year's Day (/content/documents/ed_pubs/holidays/Thanksgiving%20Christmas%20and%20New%20Year%27s%20Holidays%202019.pdf)



Gautier

Farmers MARKET



SEPTEMBER 24TH
2:00 P.M. UNTIL 6:00 P.M.
SR MALL PROPERTY
2800 HWY 90

PLEASE NOTE DATE & LOCATION CHANGE

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



CITY OF GAUTIER'S *Cruisin'* THROUGH THE DECADES



OCTOBER 4, 2020

CRUISE-IN 4PM DRIVE-IN MOVIE 6:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

SOCIAL DISTANCING WILL BE ENFORCED!



COME VIEW CLASSIC BEAUTIES!

4PM-6PM SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Gift bags for the 1st 250 Cruisers



6:30 pm Singing River Mall Property

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 1, 2020**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Recognition of Retirement for Casey Baxter

NOTES:

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

Council Meeting:
Title:

September 1, 2020
**Conduct a Public Hearing for Municipal Budget and
Tax Levy for Fiscal Year 2020-2021**

Introduced by:
Contact Person/Telephone

City Manager 497-8000

**Summary Explanation: Conduct a Public Hearing for Municipal Budget and Tax Levy for Fiscal
Year 2020-2021**

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

City of Gautier
October 1, 2020 - September 30, 2021
Annual Budget

<u>GENERAL FUND: FUND 001</u>	ORIGINAL	PROPOSED
REVENUES	BUDGET	BUDGET
	FY 2020	FY 2021
Licenses & Permits	\$ 100,000.00	\$ 97,000.00
Inter-Governmental Revenue:		
In Lieu of Taxes	\$ 352,000.00	\$ 353,000.00
Franchise Fees	\$ 148,000.00	\$ 150,000.00
General Sales Tax	\$ 2,260,000.00	\$ 2,275,000.00
ABC Licenses	\$ 13,000.00	\$ 13,000.00
Homestead Reimbursement	\$ 100,000.00	\$ 105,000.00
Motor Fuel Tax	\$ 15,000.00	\$ 15,000.00
Modernization USE Tax		\$ 130,000.00
Shared Revenues - Road Tax	\$ 514,000.00	\$ 579,000.00
Shared Revenues - Recreation	\$ 140,000.00	\$ 141,000.00
JCBS Inter Local Funds	\$ -	\$ -
Rail Car Tax	\$ 2,800.00	\$ 2,800.00
Privilege Tax-Heavy Duty Vehicle	\$ 4,500.00	\$ 5,000.00
Municipal Aid Surplus	\$ 9,250.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$ 54,087.00	\$ 95,000.00
Fine & Forfeits	\$ 530,000.00	\$ 500,000.00
Grants	\$ 36,759.00	\$ 85,888.00
Surplus Property	\$ -	\$ -
Loan - Public Safety Vehicles	\$ 121,500.00	\$ -
Loan - IBM Server	\$ 42,500.00	\$ -
Miscellaneous	\$ 180,200.00	\$ 141,400.00
Transfer from Other Funds	\$ -	\$ -
Transfer from Solid Waste Fund	\$ 327,170.00	\$ 332,634.00
Transfer from Enterprise Fund	\$ 695,308.00	\$ 704,000.00
Total revenue from sources other than taxation	\$ 5,646,074.00	\$ 5,733,972.00
Balance at beginning of year	\$ 2,250,000.00	\$ 2,400,000.00
Total from all sources other than taxation	\$ 7,896,074.00	\$ 8,133,972.00
Amount necessary to be raised by tax levy	\$ 4,818,607.00	\$ 4,829,923.00
Total available cash and anticipated revenue	\$ 12,714,681.00	\$ 12,963,895.00
<u>GENERAL FUND</u>		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	\$ 142,460.00	\$ 156,538.00
Supplies	\$ 3,000.00	\$ 2,000.00
Other Services & Charges	\$ 16,525.00	\$ 16,525.00
Total	\$ 161,985.00	\$ 175,063.00
CITY COURT		
Personnel Services	\$ 191,709.00	\$ 182,166.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 145,050.00	\$ 130,550.00
Capital Outlay	\$ -	\$ -
Total	\$ 339,259.00	\$ 315,216.00
CITY MANAGER		
Personnel Services	\$ 170,309.00	\$ 120,000.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 87,800.00	\$ 127,800.00
Total	\$ 260,609.00	\$ 250,300.00
HUMAN RESOURCES		
Personnel Services	\$ 55,535.00	\$ 55,664.00
Supplies	\$ 3,500.00	\$ 2,500.00
Other Services & Charges	\$ 8,600.00	\$ 7,100.00
Total	\$ 67,635.00	\$ 65,264.00

ELECTIONS

Supplies	\$	-	\$	500.00
Other Services & Charges	\$	-	\$	31,500.00
Total	\$	-	\$	32,000.00

CITY CLERK

Personnel Services	\$	189,932.00	\$	472,598.00
Supplies	\$	11,750.00	\$	17,000.00
Other Services & Charges	\$	21,900.00	\$	22,400.00
Capital Outlay	\$	-	\$	2,000.00
Debt Service	\$	-	\$	10,498.00
Total	\$	223,582.00	\$	524,496.00

FINANCE

Personnel Services	\$	227,200.00	\$	-
Supplies	\$	4,000.00	\$	-
Capital Outlay	\$	42,500.00	\$	-
Total	\$	273,700.00	\$	-

CITY ATTORNEY

Other Services & Charges	\$	130,000.00	\$	130,000.00
Total	\$	130,000.00	\$	130,000.00

BUILDING & PLANNING

Personnel Services	\$	340,404.00	\$	356,316.00
Supplies	\$	10,900.00	\$	10,400.00
Other Services & Charges	\$	33,970.00	\$	57,800.00
Total	\$	385,274.00	\$	424,516.00

GENERAL EXPENSES & FACILITIES

Supplies	\$	14,000.00	\$	18,000.00
Other Services & Charges	\$	632,600.00	\$	663,600.00
Capital Outlay	\$	-	\$	-
Total	\$	646,600.00	\$	681,600.00

GRANTS & PROJECTS ADMIN

Personnel Services	\$	180,007.00	\$	178,740.00
Supplies	\$	1,100.00	\$	900.00
Other Services & Charges	\$	16,155.00	\$	14,975.00
Capital Outlay	\$	600.00	\$	600.00
Total	\$	197,862.00	\$	195,215.00

POLICE DEPARTMENT

Personnel Services	\$	3,048,104.00	\$	3,078,738.00
Supplies	\$	204,000.00	\$	197,500.00
Other Services & Charges	\$	167,400.00	\$	159,900.00
Capital Outlay	\$	128,025.00	\$	31,000.00
Debt Service	\$	66,511.00	\$	38,830.00
Total	\$	3,614,040.00	\$	3,505,968.00

FIRE DEPARTMENT

Personnel Services	\$	2,454,567.00	\$	2,515,039.00
Supplies	\$	66,867.00	\$	61,867.00
Other Services & Charges	\$	109,628.00	\$	104,650.00
Capital Outlay	\$	6,200.00	\$	6,200.00
Debt Service	\$	13,416.00	\$	13,416.00
Total	\$	2,650,678.00	\$	2,701,172.00

RECREATION DEPARTMENT

Personnel Services	\$	373,733.00	\$	416,147.00
Supplies	\$	67,000.00	\$	82,000.00
Other Services & Charges	\$	89,500.00	\$	78,750.00
Capital Outlay	\$	23,100.00	\$	2,500.00
Debt Service	\$	27,343.00	\$	27,343.00
Total	\$	580,676.00	\$	606,740.00

STREETS			
Supplies	\$	70,000.00	\$ 75,000.00
Other Services & Charges	\$	159,000.00	\$ 231,000.00
Capital Outlay	\$	35,000.00	\$ 35,000.00
Total	\$	264,000.00	\$ 341,000.00
MAINTENANCE			
Personnel Services	\$	202,567.00	\$ 222,002.00
Supplies	\$	23,800.00	\$ 20,800.00
Other Services & Charges	\$	6,470.00	\$ 5,470.00
Total	\$	232,837.00	\$ 248,272.00
INTERFUND TRANSFERS			
Transfer to Other Funds	\$	840,143.00	\$ 850,529.00
Transfer to Health Benefit Fund	\$	-	\$ -
Total	\$	840,143.00	\$ 850,529.00
TOTAL EXPENDITURES	\$	10,868,880.00	\$ 11,047,351.00
YEAR END BALANCE	\$	1,845,801.00	\$ 1,916,544.00
BALANCE	\$	12,714,681.00	\$ 12,963,895.00

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

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

TRANSPORTATION ENHANCEMENT - DOWNTOWN: FUND 13

REVENUE			
Balance at beginning of year	\$	(40,971.45)	\$ -
Grant	\$	40,971.45	\$ -
Total available cash and anticipated revenue	\$	-	\$ -
TOTAL EXPENDITURES	\$	-	\$ -
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	-	\$ -

ALLEN ROAD WIDENING: FUND 20

REVENUES			
Balance at beginning of year	\$	-	\$ -
Transfer from General Fund	\$	46,324.00	\$ 46,324.00
Total available cash and anticipated revenue	\$	46,324.00	\$ 46,324.00
EXPENDITURES			
Debt Service	\$	46,324.00	\$ 46,324.00
TOTAL EXPENDITURES	\$	46,324.00	\$ 46,324.00
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	46,324.00	\$ 46,324.00

MDAH SCHOOL HOUSE PROJECT: FUND 30

REVENUES			
Balance at beginning of year	\$	2,983.43	\$ 2,983.43
Total available cash and anticipated revenue	\$	2,983.43	\$ 2,983.43
EXPENDITURES			
Supplies	\$	2,983.43	\$ 2,983.43
TOTAL EXPENDITURES	\$	2,983.43	\$ 2,983.43
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	2,983.43	\$ 2,983.43

MARTIN BLUFF ROAD PROJECT: FUND 128**REVENUES**

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

EXPENDITURES

Transfer Out to Fund 303	\$	102,012.64	\$	-
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TOTAL EXPENDITURES	\$	102,012.64	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	102,012.64	\$	-
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	1,306,470.87	\$	1,291,364.10
Interest	\$	3,000.00	\$	1,000.00
MDOT Reimbursements	\$	3,830,991.71	\$	5,189,078.00
Transfer from GF Debt Service	\$	513,819.00	\$	489,298.00
Transfer from Enterprise Fund	\$	-	\$	825,000.00
Total available cash and anticipated revenue	\$	5,654,281.58	\$	7,795,740.10

EXPENDITURES

Annual Bond Fees	\$	2,300.00	\$	2,500.00
Annual Bond Payment - Debt Service	\$	511,519.00	\$	486,798.00
Capital Improvements	\$	5,140,462.58	\$	7,306,442.10
Transfer to General Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	5,654,281.58	\$	7,795,740.10
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	5,654,281.58	\$	7,795,740.10
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LOCAL FORFEITURES: FUND 156**REVENUES**

Balance at beginning of year	\$	-	\$	298,356.01
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	-	\$	298,356.01

EXPENDITURES

Personnel Services (Overtime)	\$	-	\$	64,240.00
Supplies	\$	-	\$	2,500.00
Capital Outlay	\$	-	\$	231,616.01

TOTAL EXPENDITURES	\$	-	\$	298,356.01
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	298,356.01
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	365,285.19	\$	86,273.95
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	365,285.19	\$	86,273.95

EXPENDITURES

Personnel Services (Overtime)	\$	51,392.00	\$	-
Supplies	\$	1,000.00	\$	-
Capital Outlay	\$	100,000.00	\$	86,273.95

TOTAL EXPENDITURES	\$	152,392.00	\$	86,273.95
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YEAR END BALANCE	\$	212,893.19	\$	-
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BALANCE	\$	365,285.19	\$	86,273.95
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	242,526.10	\$	251,814.17
Fire Insurance Rebate	\$	106,000.00	\$	108,000.00
MS Code Rebate	\$	3,000.00	\$	3,000.00
Loan Proceeds	\$	-	\$	-
Total available cash and anticipated revenue	\$	351,526.10	\$	362,814.17

EXPENDITURES

Other Services & Charges	\$	18,237.43	\$	21,343.30
Capital Outlay	\$	65,000.00	\$	65,000.00
Debt Service	\$	102,754.00	\$	102,754.00
Transfer to Fund 161	\$	-	\$	-

TOTAL EXPENDITURES

\$	185,991.43	\$	189,097.30
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YEAR END BALANCE

\$	165,534.67	\$	173,716.87
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BALANCE

\$	351,526.10	\$	362,814.17
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	(32,082.92)	\$	24,960.95
MDA Capital Expenditure Funds	\$	-	\$	-
Grant: Shepard State Park	\$	124,502.54	\$	194,527.32
Grant: City Park	\$	118,355.77	\$	-
Transfers In (Fund 305)	\$	-	\$	-
Total available cash and anticipated revenue	\$	210,775.39	\$	219,488.27

EXPENDITURES

Capital Outlay: Shepard State Park	\$	128,945.44	\$	219,488.27
Capital Outlay: Mary Walker Bayou Parks	\$	81,829.95	\$	-

TOTAL EXPENDITURES

\$	210,775.39	\$	219,488.27
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	210,775.39	\$	219,488.27
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LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	110,096.00	\$	114,998.00
Total available cash and anticipated revenue	\$	110,096.00	\$	114,998.00

EXPENDITURES

Other Services & Charges	\$	110,096.00	\$	114,998.00
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TOTAL EXPENDITURES

\$	110,096.00	\$	114,998.00
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	110,096.00	\$	114,998.00
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SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	63,407.00	\$	52,000.00
Other Revenue	\$	-	\$	150.00
Camping Fees	\$	90,000.00	\$	100,000.00
Admission Fees/Day Use	\$	5,500.00	\$	6,000.00
Total available cash and anticipated revenue	\$	158,907.00	\$	158,150.00

EXPENDITURES

Personnel Services	\$	44,930.00	\$	63,048.00
Supplies	\$	17,750.00	\$	16,950.00
Other Services & Charges	\$	49,570.00	\$	59,050.00
Capital Outlay	\$	16,200.00	\$	2,500.00

TOTAL EXPENDITURES

\$	128,450.00	\$	141,548.00
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YEAR END BALANCE

\$	30,457.00	\$	16,602.00
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BALANCE

\$	158,907.00	\$	158,150.00
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S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	145,810.79	\$	114,193.00
Miscellaneous - Interest	\$	2,000.00	\$	300.00
Transfers In	\$	350,000.00	\$	301,263.00
Total available cash and anticipated revenue	\$	497,810.79	\$	415,756.00

EXPENDITURES

Debt Service	\$	286,782.00	\$	285,657.00
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TOTAL EXPENDITURES

\$	286,782.00	\$	285,657.00
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YEAR END BALANCE

\$	211,028.79	\$	130,099.00
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BALANCE

\$	497,810.79	\$	415,756.00
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RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	324,335.45	\$	327,780.48
Miscellaneous - Interest	\$	5,000.00	\$	600.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	339,335.45	\$	338,380.48

EXPENDITURES

Transfers Out (Fund 250)	\$	14,397.07	\$	1,263.00
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TOTAL EXPENDITURES

\$	-	\$	1,263.00
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YEAR END BALANCE

\$	339,335.45	\$	337,117.48
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BALANCE

\$	339,335.45	\$	338,380.48
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S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252**REVENUES**

Balance at beginning of year	\$	-	\$	308,630.00
Miscellaneous - Interest	\$	-	\$	300.00
Transfers In	\$	-	\$	386,844.00
Total available cash and anticipated revenue	\$	-	\$	695,774.00

EXPENDITURES

Debt Service	\$	-	\$	454,009.00
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TOTAL EXPENDITURES

\$	-	\$	454,009.00
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YEAR END BALANCE

\$	-	\$	241,765.00
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BALANCE

\$	-	\$	695,774.00
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RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253**REVENUES**

Balance at Beginning of Year	\$	-	\$	436,207.07
Miscellaneous - Interest	\$	-	\$	600.00
Transfers In	\$	-	\$	10,000.00
Total available cash and anticipated revenue	\$	-	\$	446,807.07

EXPENDITURES

Transfers Out (Fund 252)	\$	-	\$	844.00
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TOTAL EXPENDITURES

\$	-	\$	844.00
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YEAR END BALANCE

\$	-	\$	445,963.07
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BALANCE

\$	-	\$	446,807.07
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USDA-NRCS EMERGENCY WATERSHED: FUND 300**REVENUES**

Balance at beginning of year	\$	19,807.16	\$	43,916.51
Grant	\$	133,031.25	\$	166,031.25
Transfers In (Enterprise)	\$	43,160.53	\$	25,402.24
Total available cash and anticipated revenue	\$	195,998.94	\$	235,350.00

EXPENDITURES

Other Services & Charges	\$	161,250.00	\$	235,350.00
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TOTAL EXPENDITURES

\$	161,250.00	\$	235,350.00
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YEAR END BALANCE

\$	34,748.94	\$	-
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BALANCE

\$	195,998.94	\$	235,350.00
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PINE CONE DRIVE SPILLWAY: FUND 301**REVENUES**

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

EXPENDITURES

Transfers Out (Fund 300)	\$	43,160.53	\$	-
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TOTAL EXPENDITURES	\$	43,160.53	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	43,160.53	\$	-
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MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	400,851.61	\$	452,086.65
MDOT Reimbursements	\$	500,000.00	\$	808,000.00
Transfers In (Fund 128)	\$	102,012.64	\$	-
Total available cash and anticipated revenue	\$	1,002,864.25	\$	1,260,086.65

EXPENDITURES

Other Services & Charges	\$	49,270.46	\$	-
Capital Outlay	\$	953,593.79	\$	1,152,085.49

TOTAL EXPENDITURES	\$	1,002,864.25	\$	1,152,085.49
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YEAR END BALANCE	\$	-	\$	108,001.16
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BALANCE	\$	1,002,864.25	\$	1,260,086.65
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TOWN COMMONS PARK PROJECT: FUND 304**REVENUES**

Balance at beginning of year	\$	2,123,813.19	\$	2,066,900.00
Tidelands Grant	\$	565,176.74	\$	936,360.98
State Funding Allocation (IIF)	\$	-	\$	-
Interest	\$	9,600.00	\$	1,000.00
Transfers In	\$	220,000.00	\$	-
Total available cash and anticipated revenue	\$	2,918,589.93	\$	3,004,260.98

EXPENDITURES

Capital Outlay	\$	2,918,589.93	\$	3,004,260.98
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TOTAL EXPENDITURES	\$	2,918,589.93	\$	3,004,260.98
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,918,589.93	\$	3,004,260.98
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S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	356,833.85	\$	54,087.79
Interest	\$	30,000.00	\$	2,400.00
Transfer In (Debt Service)	\$	-	\$	294,907.00
Total available cash and anticipated revenue	\$	386,833.85	\$	351,394.79

EXPENDITURES

Capital Outlay (Recreation)	\$	70,000.00	\$	52,033.37
Contingencies - Unappropriated	\$	67,403.48	\$	3,450.00
Debt Service	\$	-	\$	294,907.00

TOTAL EXPENDITURES	\$	137,403.48	\$	350,390.37
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YEAR END BALANCE	\$	249,430.37	\$	1,004.42
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BALANCE	\$	386,833.85	\$	351,394.79
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SSP WELCOME CENTER PH III: FUND 306**REVENUES**

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

EXPENDITURES

Capital Outlay	\$	433,425.00	\$	-
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TOTAL EXPENDITURES	\$	433,425.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	433,425.00	\$	-
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BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	1,687,250.00	\$	1,605,750.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,687,250.00	\$	1,605,750.00

EXPENDITURES

Capital Outlay	\$	1,687,250.00	\$	1,605,750.00
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TOTAL EXPENDITURES	\$	1,687,250.00	\$	1,605,750.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,687,250.00	\$	1,605,750.00
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SSP BOARDWALK PROJECT: FUND 308**REVENUES**

Balance at beginning of year	\$	195,450.00	\$	(223,504.25)
Tidelands Grant	\$	375,050.00	\$	444,909.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	570,500.00	\$	221,404.75

EXPENDITURES

Capital Outlay	\$	350,500.00	\$	221,404.75
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Transfers Out	\$	220,000.00	\$	-
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TOTAL EXPENDITURES	\$	570,500.00	\$	221,404.75
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	570,500.00	\$	221,404.75
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TOWN CENTER RETAIL DEV COMPLEX: FUND 309**REVENUES**

Balance at beginning of year	\$	-	\$	-
State Funding Allocation	\$	-	\$	1,500,000.00
MDA Restore Funds (BP)			\$	3,500,000.00
Transfers In (General)			\$	20,000.00
Loan Proceeds	\$	-	\$	500,000.00
Total available cash and anticipated revenue	\$	-	\$	5,520,000.00

EXPENDITURES

Other Services and Charges	\$	-	\$	20,000.00
Capital Outlay	\$	-	\$	5,500,000.00

TOTAL EXPENDITURES	\$	-	\$	5,520,000.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	5,520,000.00
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ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	625,012.00	\$	129,112.00
Development Infrastructure Program Funds	\$	350,000.00	\$	-
Transfers In (Enterprise)	\$	241,000.00	\$	-
Total available cash and anticipated revenue	\$	1,216,012.00	\$	129,112.00

EXPENDITURES

Other Services & Charges	\$	30,012.00	\$	10,512.00
Capital Outlay	\$	1,186,000.00	\$	118,600.00

TOTAL EXPENDITURES

\$	1,216,012.00	\$	129,112.00
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,216,012.00	\$	129,112.00
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BEMIS SEWER PROJECT: FUND 351**REVENUES**

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

EXPENDITURES

Other Services & Charges	\$	29,057.50	\$	-
Capital Outlay	\$	459,865.57	\$	-

TOTAL EXPENDITURES

\$	488,923.07	\$	-
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	488,923.07	\$	-
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	496,854.84	\$	1,334,486.36
Interest	\$	60,000.00	\$	1,200.00
Total available cash and anticipated revenue	\$	556,854.84	\$	1,335,686.36

EXPENDITURES

Unallocated	\$	486,854.00	\$	-
Capital Outlay	\$	10,000.00	\$	10,000.00
Transfers Out (Capital Accounts)	\$	-	\$	1,324,486.36

TOTAL EXPENDITURES

\$	496,854.00	\$	1,334,486.36
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YEAR END BALANCE

\$	60,000.84	\$	1,200.00
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BALANCE

\$	556,854.84	\$	1,335,686.36
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	965,016.30	\$	42,320.16
MDOT Reimbursements	\$	1,031,008.70	\$	229,805.70
Transfers In (Bond Construction)	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,996,025.00	\$	272,125.86

EXPENDITURES

Water Lines: Other Services & Charges	\$	-	\$	-
Water Lines: Capital Outlay	\$	821,439.00	\$	50,150.00
Sewer Lines: Other Services & Charges	\$	-	\$	-
Sewer Lines: Capital Outlay	\$	1,174,586.00	\$	24,802.30
Transfers Out	\$	-	\$	197,173.56

TOTAL EXPENDITURES

\$	1,996,025.00	\$	272,125.86
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,996,025.00	\$	272,125.86
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ROBINSON STILL RD UTILITY EXTENSION: FUND 354**REVENUES**

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

EXPENDITURES

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

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

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

Balance at beginning of year	\$	499,800.00	\$	5,531,086.63
Transfers In	\$	-	\$	1,324,486.36
Total available cash and anticipated revenue	\$	499,800.00	\$	6,855,572.99

EXPENDITURES

Capital Outlay	\$	499,800.00	\$	6,855,572.99
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TOTAL EXPENDITURES	\$	499,800.00	\$	6,855,572.99
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	499,800.00	\$	6,855,572.99

2018 BOND - GENERAL CONSTRUCTION: FUND 358**REVENUES**

Balance at beginning of year	\$	-	\$	521.00
Interest	\$	-	\$	1,500.00
Total available cash and anticipated revenue	\$	-	\$	2,021.00

EXPENDITURES

Unallocated	\$	-	\$	2,021.00
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TOTAL EXPENDITURES	\$	-	\$	2,021.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	-	\$	2,021.00

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

Balance at beginning of year	\$	-	\$	5,513.50
MDEQ Restore Act Grant	\$	2,307,450.00	\$	1,959,077.40
Transfers In - Enterprise Fund	\$	20,500.00	\$	-
Total available cash and anticipated revenue	\$	2,327,950.00	\$	1,964,590.90

EXPENDITURES

Capital Outlay	\$	2,327,950.00	\$	1,964,590.90
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TOTAL EXPENDITURES	\$	2,327,950.00	\$	1,964,590.90
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,327,950.00	\$	1,964,590.90

WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	3,760,000.00	\$	3,800,000.00
Sewer Sales	\$	1,960,000.00	\$	2,000,000.00
Wastewater Treatment Collections	\$	2,290,000.00	\$	2,300,000.00
Capacity Fee	\$	465,000.00	\$	442,000.00
Service Connections	\$	90,000.00	\$	90,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	436,000.00	\$	448,000.00
Transfers In	\$	-	\$	-
Total Revenue from All Sources	\$	9,001,000.00	\$	9,080,000.00
Balance at Beginning of Year	\$	2,500,000.00	\$	3,000,000.00
Total available cash and anticipated revenue	\$	11,501,000.00	\$	12,080,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	418,444.00	\$	422,375.00
Supplies	\$	24,000.00	\$	15,000.00
Other Services & Charges	\$	2,536,739.00	\$	2,533,839.00
Capital Outlay	\$	12,000.00	\$	20,500.00
Total Water & Sewer	\$	2,991,183.00	\$	2,991,714.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	280,000.00	\$	255,000.00
Other Services & Charges	\$	2,956,002.00	\$	3,371,370.00
Capital Outlay	\$	100,000.00	\$	110,000.00
Total Water & Sewer	\$	3,336,002.00	\$	3,736,370.00

OTHER

Debt Service	\$	1,077,284.00	\$	1,079,934.00
Contingency Fund	\$	275,000.00	\$	300,000.00
Transfer to General Fund	\$	695,308.00	\$	704,000.00
Transfer to Capital Project Funds	\$	261,500.00	\$	850,403.00
Transfer to Debt Service & Reserve Funds	\$	360,000.00	\$	706,000.00
Total Other	\$	2,669,092.00	\$	3,640,337.00

TOTAL EXPENDITURES	\$	8,996,277.00	\$	10,368,421.00
YEAR END BALANCE	\$	2,504,723.00	\$	1,711,579.00
BALANCE	\$	11,501,000.00	\$	12,080,000.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	119,902.00	\$	100,000.00
Garbage Collection Fees	\$	1,567,440.00	\$	1,562,400.00
Total available cash and anticipated revenue	\$	1,687,342.00	\$	1,662,400.00

EXPENDITURES

Other Services and Charges	\$	1,279,270.00	\$	1,275,684.00
Transfer to General Fund	\$	327,170.00	\$	332,634.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,606,440.00	\$	1,608,318.00
YEAR END BALANCE	\$	80,902.00	\$	54,082.00
BALANCE	\$	1,687,342.00	\$	1,662,400.00

MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	56,287.52	\$	47,562.52
Total available cash and anticipated revenue	\$	56,287.52	\$	47,562.52

EXPENDITURES

Capital Outlay	\$	56,287.52	\$	47,562.52
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TOTAL EXPENDITURES

\$	56,287.52	\$	47,562.52
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	56,287.52	\$	47,562.52
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RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$	273,147.19	\$	272,351.19
Miscellaneous - Interest	\$	5,200.00	\$	500.00
Total available cash and anticipated revenue	\$	278,347.19	\$	272,851.19

EXPENDITURES

Debt Service	\$	6,000.00	\$	504.00
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TOTAL EXPENDITURES

\$	6,000.00	\$	504.00
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YEAR END BALANCE

\$	272,347.19	\$	272,347.19
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BALANCE

\$	278,347.19	\$	272,851.19
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**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

September 1, 2020
Adoption of Resolution Fixing the Municipal Ad Valorem Tax Levy for the Fiscal Year 2020-2021

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Adoption of Resolution Fixing the Municipal Ad Valorem Tax Levy for the Fiscal Year 2020-2021

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2020

**RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL
CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY,
FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR
OCTOBER 1, 2020 – SEPTEMBER 30, 2021**

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

Section 1: That for the fiscal year 2020-2021, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

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

Provide for general operations and improvements: 31.09 mils

Provide for Police and Fire Department operations: 2.80 mils

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

Support Library functions and programs

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

Fund annual bond payments and general debt related to Public Safety

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

SECTION 3: The City Manager and City Clerk are hereby authorized to sign any and all documents required for this purpose.

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

AYES:

NAYS:

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of September, 2020.

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 1, 2020.

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

Council Meeting: September 1, 2020
Title: Receive and Accept Audited Financial Statements for the year ended September 30, 2019 and authorization to publish a synopsis of same

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

Summary Explanation: Receive and Accept Audited Financial Statements for the year ended September 30, 2019 and authorization to publish same.

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 000-2020

WHEREAS, pursuant to Miss. Code Ann Section 21-35-31, the City is required to have its municipal books audited annually;

WHEREAS, the City has retained a firm to perform such an audit, and these services are complete;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Audited Financial Statements and Special Reports for the year ended September 30, 2019 is hereby received and accepted.

IT IS FURTHER ORDERED that a synopsis of the audit be published in accordance with state law.

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 September 1, 2020.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

Year Ended September 30, 2019

CITY OF GAUTIER, MISSISSIPPI
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Year Ended September 30, 2019

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INTRODUCTORY SECTION

ELECTED OFFICIALS
As of September 30, 2019



Phil Torjusen
Mayor



Mary Martin
Councilwoman At-Large



Cameron B. George
Councilman, Ward 1



Richard "DJ" Jackson
Councilman, Ward 2



Casey Vaughan
Councilman, Ward 3

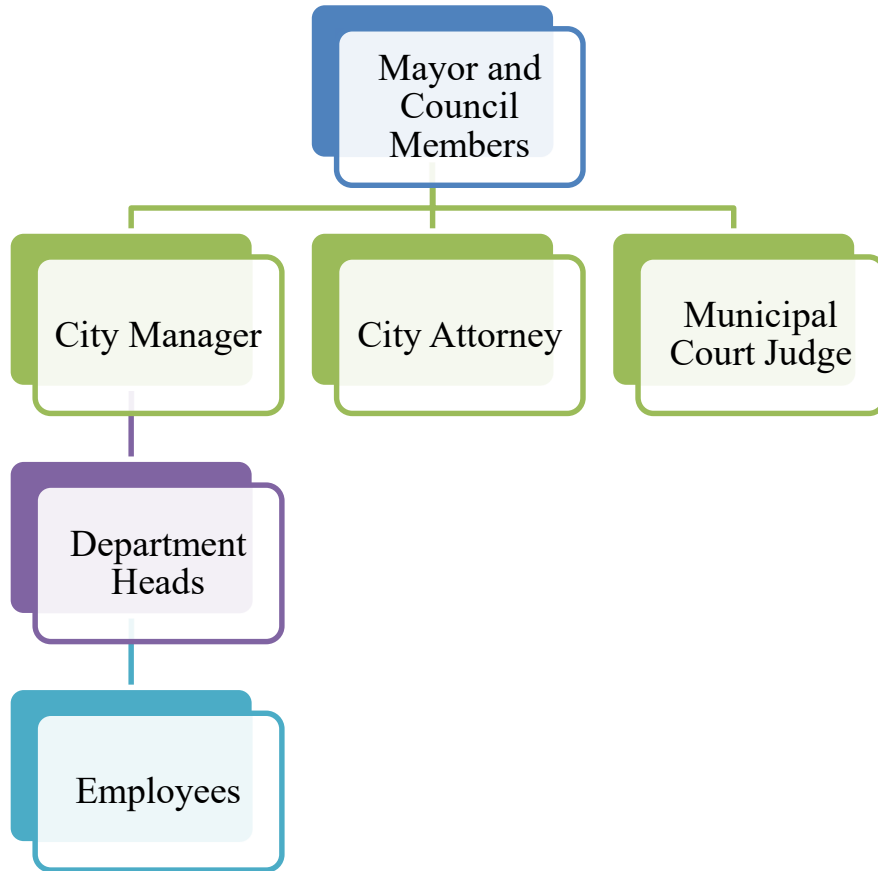


Charles "Rusty" Anderson
Councilman, Ward 4



Adam Colledge
Councilman, Ward 5

ORGANIZATION CHART
As of September 30, 2019



FINANCIAL SECTION

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

CHRIS TAYLOR, CPA
CHARLENE KERKOW, CPA

MEMBERS

AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501 FAX
NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPA.COM

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
City Council
City of Gautier, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedule and corresponding notes, the Schedule of the City's Proportionate Share of the Net Pension Liability, and the Schedule of the City's Contributions, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

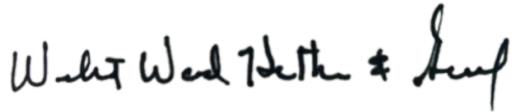
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Gautier, Mississippi's basic financial statements. The Introductory Section and the Schedule of Surety Bonds for City Officials have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 24, 2020, on our consideration of City of Gautier, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Gautier, Mississippi's internal control over financial reporting and compliance.

Other Reporting Required by *State of Mississippi*

In accordance with the State of Mississippi, we have also issued our report dated July 24, 2020, on our consideration of the City of Gautier's compliance with state laws and regulations. The purpose of that report is to describe the scope of our testing of internal controls over compliance with state laws and regulations and the result of that testing, and not to provide an opinion on internal controls or compliance. That report is an integral part of an audit performed in accordance with state guidelines in considering the City of Gautier's internal control over financial reporting and compliance.



Wright, Ward, Hatten & Guel
Gulfport, MS
July 24, 2020

MANAGEMENT DISCUSSION AND ANALYSIS

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019



MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Gautier, Mississippi's (the City) Annual Financial Report presents a narrative overview and comparative analysis of the financial activities of the City for the fiscal year ended September 30, 2019 and 2018. Readers are encouraged to consider the information presented here in conjunction with the basic financial statements that immediately follow.

City of Gautier is located on the Mississippi Gulf Coast. According to the United States Census Bureau, the estimated population of City of Gautier as of July 1, 2019, is 18,490. The median household income is \$47,492 with over 87.4% of persons 25 years or older holding a high school degree or higher.

Government-wide Financial Highlights

- Total net position increased \$3,373,317 or 8% from 2018 which increased \$3,884,279.
- General revenues amounted to \$9,567,759 or 41% of total revenues. This amount increased \$845,375 from 2018. Program revenues amounted to \$13,661,676 or 59% of total revenues, an decrease of \$284,586 from 2018. This increase was mostly due to the more federal revenues received for capital projects.
- Capital assets, net of accumulated depreciation, increased by \$584,071 in the governmental activities and decreased \$318,267 in the business-type activities during 2019. The increase in governmental capital assets is primarily as a result of \$1,713,638 in capital assets acquisitions. The decrease in business-type activities stems from annual depreciation.
- Long-term debt increased by \$3,842,181 in the governmental activities primarily due a new bond debt issue. This amount also includes a \$28,196 increase in compensated absences which represents amounts that would be due to an employee from the City upon termination of employment. Long-term debt decreased by \$2,419,676 in the business-type activities. This amount also includes a \$4,046 increase in compensated absences for the business-type activities. The City's total debt outstanding at September 30, 2019 is \$22,992,791 of which the liability for compensated absences is \$422,040.

Fund Highlights

- * *General Fund* – This fund is used for the general operations of the City. The General Fund had \$9,907,815 in revenues, which shows an increase of \$679,341 from 2018 and \$9,146,936 in expenditures, an increase of \$473,818 from 2018, in the current year. The General Fund's fund balance increased \$884,856.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

Using this Annual Financial Report

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City of Gautier as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole City, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Gautier as a Whole

Statement of Net Position and the Statement of Activities

While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2019?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by the private sector companies. These bases of accounting take into account all of the current year's revenues and expenses regardless of when the cash is received or paid.

These two statements report the City's net position and the changes in those assets. This change in assets is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, the City's activities are reported as governmental and business-type activities, which include all of the City's services including general government, police, fire, public works, culture and recreations, community services, water and sewer and solid waste. The City of Gautier has no component units.

Table 1 and Table 2 provide a summary of the City's net position and changes in net position for 2019 compared to 2018.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

TABLE 1
Condensed Statement of Net Position
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Assets						
Current assets	\$ 17,103,349	11,027,367	9,808,255	10,398,825	26,911,604	21,426,192
Capital assets	22,998,313	22,414,242	40,246,501	40,564,768	63,244,814	62,979,010
Total Assets	<u>40,101,662</u>	<u>33,441,609</u>	<u>50,054,756</u>	<u>50,963,593</u>	<u>90,156,418</u>	<u>84,405,202</u>
Deferred Outflows	<u>589,137</u>	<u>441,997</u>	<u>37,604</u>	<u>334</u>	<u>626,741</u>	<u>442,331</u>
Liabilities						
Current liabilities	600,386	865,295	1,281,608	803,346	1,881,994	1,668,641
Non-current liabilities	22,876,662	18,400,686	12,782,094	14,812,682	35,658,756	33,213,368
Total Liabilities	<u>23,477,048</u>	<u>19,265,981</u>	<u>14,063,702</u>	<u>15,616,028</u>	<u>37,540,750</u>	<u>34,882,009</u>
Deferred Inflows	<u>4,973,469</u>	<u>5,073,267</u>	<u>9,993</u>	<u>6,627</u>	<u>4,983,462</u>	<u>5,079,894</u>
Net Position						
Investment in capital assets, net of related debt	12,795,180	16,025,094	27,878,883	27,163,428	40,674,063	43,188,522
Restricted net assets	3,871,819	660,457	1,057,397	5,499,313	4,929,216	6,159,770
Unrestricted	(4,426,717)	(7,141,193)	7,082,385	2,678,531	2,655,668	(4,462,662)
Total Net Position	<u>\$ 12,240,282</u>	<u>9,544,358</u>	<u>36,018,665</u>	<u>35,341,272</u>	<u>48,258,947</u>	<u>44,885,630</u>

TABLE 2
Condensed Statement of Activities
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues	\$ 3,217,106	3,119,078	10,444,570	10,827,184	13,661,676	13,946,262
General revenues	9,080,524	8,424,998	487,235	297,386	9,567,759	8,722,384
Total revenues	<u>12,297,630</u>	<u>11,544,076</u>	<u>10,931,805</u>	<u>11,124,570</u>	<u>23,229,435</u>	<u>22,668,646</u>
Expenses:						
General government	2,299,086	2,500,601	-	-	2,299,086	2,500,601
Public safety	6,157,983	6,641,484	-	-	6,157,983	6,641,484
Public works	661,109	318,592	-	-	661,109	318,592
Culture and recreation	910,483	782,759	-	-	910,483	782,759
Interest on long-term debt	408,532	231,206	-	-	408,532	231,206
Water and sewer	-	-	8,199,528	7,218,544	8,199,528	7,218,544
Solid waste	-	-	1,219,397	1,091,181	1,219,397	1,091,181
Total expenses	<u>10,437,193</u>	<u>10,474,642</u>	<u>9,418,925</u>	<u>8,309,725</u>	<u>19,856,118</u>	<u>18,784,367</u>
Transfers	<u>835,487</u>	<u>640,000</u>	<u>(835,487)</u>	<u>(640,000)</u>	<u>-</u>	<u>-</u>
Increase (Decrease) in net assets	2,695,924	1,709,434	677,393	2,174,845	3,373,317	3,884,279
Net Position - beginning, restated	9,544,358	7,834,924	35,341,272	33,166,427	44,885,630	41,001,351
Net Position - ending	<u>\$ 12,240,282</u>	<u>9,544,358</u>	<u>36,018,665</u>	<u>35,341,272</u>	<u>48,258,947</u>	<u>44,885,630</u>

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

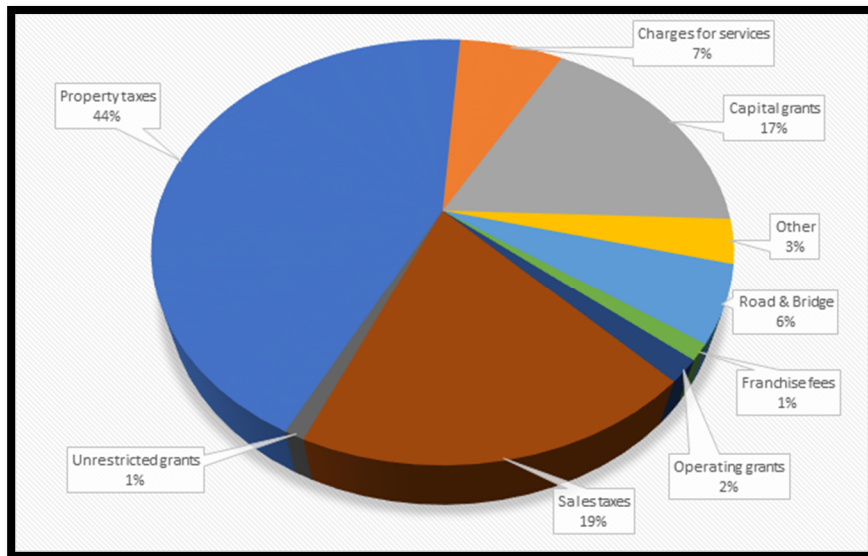
Governmental Activities

Total net position increased \$3,373,317 as a result primarily due to an increase in general revenues and an increase in expenditures.

Under the accrual basis of accounting, general revenues amounted to of \$9,080,524 or 74% of total revenues. This amount increased \$655,526 from 2018. Program revenues amounted to \$3,217,106 or 26% of total revenues, which increased \$98,028 from 2018.

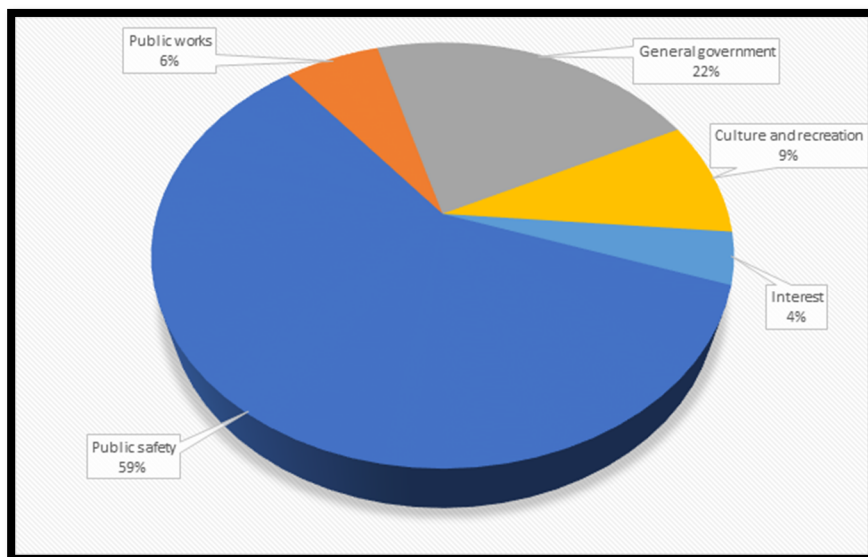
Several revenue sources fund our governmental activities. The following chart shows the City's total general revenues and program income that is used to offset governmental expenses.

Chart 1 – Governmental Revenue Sources



Major governmental expense activities are shown in the following chart.

Chart 2 – Governmental Activities



City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

Business-type activities

Net position for the business-type activities was \$36,018,665 an increase of \$677,393. Charges for services decreased approximately \$705,765.

Restricted net position increased significantly during 2019 primarily due to bond proceeds being expended in the current year.

Reporting the City of Gautier's Most Significant Funds

Fund Financial Statements

Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds, which account for the multitude of services provided to the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Gautier, the City's major fund is the General fund.

Governmental Funds

The City's governmental funds focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future on services provided to the City's residents. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

Proprietary Funds

The City's proprietary funds focus on business-type activities conducted by the City. These funds are reported using the accrual method of account, which uses an "economic resources" measurement focus. Under the accrual basis of accounting revenues are recognized in the period in which they are earned regardless of when cash flows occur. Expenses are recorded when the recognized service is performed, or the goods are received regardless of when the invoice is paid. Proprietary Fund information helps you to determine whether business-type activities are self-maintaining or if they are being subsidized by general government revenues. The proprietary funds show operating revenues and expenses that support the primary operations of the fund.

Fiduciary Funds

Fiduciary Funds show amounts held by the City for the benefit of others and clearing accounts used by the city to track payroll expenditures and property tax receipts and disbursements.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

The City's Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable and nonspendable resources. Such information may be useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use at the end of the fiscal year. These funds are accounted for by using the modified accrual basis of accounting. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

General Fund Budgeting Highlights

The City's budget is prepared according to Mississippi law and is based on accounting for certain transactions on a basis of cash receipts, disbursements, and encumbrances. Governmental auditing standard require that cities present budgetary comparison schedules as required supplementary information to the financial statements. The most significant budgeted fund is the General Fund.

During the course of 2019, the City amended its general fund budget. All recommendations for a budget change come from the City Manager to the City Council for approval. State law does not allow budget changes that modify functional levels of budget amounts within a department without board approval. With the General Fund supporting many of our major activities, such as our police and fire departments, as well as most legislative and executive activities, the General Fund is monitored closely looking for possible revenue shortfalls or overspending by individual departments.

Capital Assets

Table 3 shows the Changes in Capital Assets for the years ended September 30, 2019 and 2018.

TABLE 3
Schedule of Capital Assets (Net of Accumulated Depreciation)
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Land	\$ 6,228,137	6,128,137	1,215,870	1,215,870	7,444,007	7,344,007
Construction in progress	1,133,302	581,158	910,099	66,500	2,043,401	647,658
Buildings & improvements	2,519,389	2,364,045	-	-	2,519,389	2,364,045
Infrastructure	11,997,668	12,330,867	34,812,255	35,916,146	46,809,923	48,247,013
Machinery & equipment	506,607	456,731	459,929	442,665	966,536	899,396
Equipment under capital leases	613,210	553,304	2,848,348	2,923,587	3,461,558	3,476,891
Total	<u>\$ 22,998,313</u>	<u>22,414,242</u>	<u>40,246,501</u>	<u>40,564,768</u>	<u>63,244,814</u>	<u>62,979,010</u>

The primary increase in capital assets occurred due to land purchases and construction in progress.

City of Gautier, Mississippi
Management's Discussion and Analysis
Year Ended September 30, 2019

General Long-term Obligations

At September 30, 2019, the City had \$22,992,791 outstanding debt obligations, which included \$422,040 of compensated absences payable.

TABLE 4
Schedule of Long-term Debt
September 30, 2019 and 2018

	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
General Obligation Bonds	\$ 4,680,000	5,860,000	-	-	4,680,000	5,860,000
Limited Obligation Bonds	4,390,000	-	-	-	4,390,000	-
Revenue Refunding Bonds	-	-	3,865,000	-	3,865,000	-
Revenue Bonds	-	-	-	2,745,000	-	2,745,000
Special Obligation Bonds	-	-	2,670,000	2,955,000	2,670,000	2,955,000
Capital Improvement Loans	667,130	731,738	-	-	667,130	731,738
Revolving Loans	-	-	3,506,143	4,360,970	3,506,143	4,360,970
Capital Leases	396,213	579,470	2,326,475	2,827,273	2,722,688	3,406,743
Add: Bond Premium*	69,790	-	-	31,907	69,790	31,907
Compensated Absences	405,152	366,083	16,888	-	422,040	366,083
Total	<u>\$ 10,608,285</u>	<u>7,537,291</u>	<u>12,384,506</u>	<u>12,920,150</u>	<u>22,992,791</u>	<u>20,457,441</u>

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over-time as people leave or retire. This liability refers to vacation pay for employees of the city. See Note 1 for more details.

Contact the City's Financial Management

Questions about this report or requests for additional financial information may be addressed to:

Paula Yancy, City Manager
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553
(228) 497-8000

FINANCIAL STATEMENTS

City of Gautier, Mississippi
Statement of Net Position
September 30, 2019

	Governmental	Business-Type	Total
ASSETS			
Current assets			
Cash	\$ 10,504,732	6,886,846	17,391,578
Taxes receivables	4,879,093	-	4,879,093
Customer accounts receivable (net of allowance)	-	1,489,589	1,489,589
Intergovernmental receivables	696,012	262,607	958,619
Fines receivable (net of allowance)	647,294	-	647,294
Premiums receivable	21,179	-	21,179
Interfund	24,680	(24,680)	-
Due from fiduciary funds	135,564	-	135,564
Restricted current assets - cash	194,795	1,193,893	1,388,688
Total current assets	<u>17,103,349</u>	<u>9,808,255</u>	<u>26,911,604</u>
Capital assets			
Land and construction in progress	7,361,439	2,125,969	9,487,408
Other capital assets, net of accumulated depreciation			
Buildings	2,519,389	-	2,519,389
Infrastructure	11,997,668	34,812,255	46,809,923
Machinery and equipment	506,607	459,929	966,536
Equipment under capital leases	613,210	2,848,348	3,461,558
Total capital assets	<u>22,998,313</u>	<u>40,246,501</u>	<u>63,244,814</u>
Total assets	<u>40,101,662</u>	<u>50,054,756</u>	<u>90,156,418</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred amounts on pension	589,137	37,604	626,741
Total deferred outflows of resources	<u>589,137</u>	<u>37,604</u>	<u>626,741</u>
LIABILITIES			
Current liabilities:			
Claims and wages payable	489,056	425,594	914,650
Accrued interest payable	44,184	132,191	176,375
Claims and judgements payable	67,146	-	67,146
Payable from restricted assets			
Customer deposits	-	723,567	723,567
Noncurrent Liabilities:			
Net pension liability	12,268,377	397,844	12,666,221
Due within one year			
Capital debt	860,894	832,722	1,693,616
Noncapital debt	45,009	3,319	48,328
Due in more than one year			
Capital debt	9,342,239	11,534,896	20,877,135
Noncapital debt	360,143	13,569	373,712
Total liabilities	<u>23,477,048</u>	<u>14,063,702</u>	<u>37,540,750</u>
DEFERRED INFLOWS OF RESOURCES			
Property tax for future reporting period	4,813,810	-	4,813,810
Deferred amount on pension	159,659	9,993	169,652
Total deferred inflows of resources	<u>4,973,469</u>	<u>9,993</u>	<u>4,983,462</u>
NET POSITION			
Investment in capital assets, net of related debt	12,795,180	27,878,883	40,674,063
Restricted Net Position:			
Non-expendable	4,845	-	4,845
Expendable:			
Restricted for debt service	2,705,667	743,546	3,449,213
Restricted for grant/bond purposes	505,693	313,851	819,544
Restricted for public safety	655,614	-	655,614
Unrestricted (deficit)	<u>(4,426,717)</u>	<u>7,082,385</u>	<u>2,655,668</u>
Total net position	<u>\$ 12,240,282</u>	<u>36,018,665</u>	<u>48,258,947</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Activities
Year Ended September 30, 2019

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 2,299,086	140,315	21,468	-	\$ (2,137,303)	-	(2,137,303)
Public safety	6,157,983	571,468	47,934	106,508	(5,432,073)	-	(5,432,073)
Public works	661,109	-	-	2,045,498	1,384,389	-	1,384,389
Culture, recreation and community services	910,483	142,976	140,939	-	(626,568)	-	(626,568)
Interest and debt costs	408,532	-	-	-	(408,532)	-	(408,532)
Total governmental activities	<u>10,437,193</u>	<u>854,759</u>	<u>210,341</u>	<u>2,152,006</u>	<u>(7,220,087)</u>	<u>-</u>	<u>(7,220,087)</u>
Business-type activities:							
Water and sewer	8,199,528	8,605,744	-	323,151		729,367	729,367
Solid waste	1,219,397	1,515,675	-	-		296,278	296,278
Total business-type activities	<u>9,418,925</u>	<u>10,121,419</u>	<u>-</u>	<u>323,151</u>		<u>1,025,645</u>	<u>1,025,645</u>
Total primary government	<u>\$ 19,856,118</u>	<u>10,976,178</u>	<u>210,341</u>	<u>2,475,157</u>		<u>1,025,645</u>	<u>(6,194,442)</u>
General revenues:							
Taxes:							
					3,953,375	-	3,953,375
					948,864	-	948,864
					115,443	-	115,443
					353,564	-	353,564
					2,305,610	-	2,305,610
					720,046	-	720,046
					149,151	-	149,151
Grants and contributions not restricted							
					119,448	-	119,448
					157,856	181,766	339,622
					257,167	305,469	562,636
					<u>9,080,524</u>	<u>487,235</u>	<u>9,567,759</u>
					1,860,437	1,512,880	3,373,317
					835,487	(835,487)	-
					2,695,924	677,393	3,373,317
					9,544,358	35,341,272	44,885,630
					<u>\$ 12,240,282</u>	<u>36,018,665</u>	<u>48,258,947</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi

Balance Sheet
Governmental Funds
September 30, 2019

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash	\$ 2,870,773	7,090,853	9,961,626
Receivables:			
Property tax	4,765,612	113,481	4,879,093
Sales tax	369,873	-	369,873
Franchise taxes	142,724	-	142,724
Intergovernmental	46,514	136,901	183,415
Court fines & fees	647,294	-	647,294
Due from other funds	293,198	7,979	301,177
Restricted assets - cash	4,845	189,950	194,795
Total assets	<u>9,140,833</u>	<u>7,539,164</u>	<u>16,679,997</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Claims payable	93,136	193,742	286,878
Wages payable	202,178	-	202,178
Due to other funds	7,979	110,121	118,100
Total liabilities	<u>303,293</u>	<u>303,863</u>	<u>607,156</u>
Deferred Inflows of Resources:			
Property taxes for future reporting period	4,701,861	111,949	4,813,810
Unavailable revenue - fines	647,294	-	647,294
Total deferred inflows of resources	<u>5,349,155</u>	<u>111,949</u>	<u>5,461,104</u>
Fund Balances:			
Nonspendable			
Unemployment compensation	4,845	-	4,845
Restricted for:			
Debt service	-	1,672,003	1,672,003
Public safety	-	638,533	638,533
Committed for:			
Capital projects	-	4,812,816	4,812,816
Assigned to:			
Emergency travel fund	1,144	-	1,144
Unassigned	3,482,396	-	3,482,396
Total fund balances	<u>3,488,385</u>	<u>7,123,352</u>	<u>10,611,737</u>
Total liabilities, deferred inflows of resources, and fund balances	\$ <u>9,140,833</u>	<u>7,539,164</u>	<u>16,679,997</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2019

Total governmental funds balance **\$ 10,611,737**

Amounts reported for governmental activities in the statement of net position are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Cost of capital assets	\$ 27,521,468	
Less accumulated depreciation	<u>(4,523,155)</u>	22,998,313

Long-term liabilities are not due and payable in the current period expenditures and, therefore, are not reported in the governmental funds:

Bonds payable	\$ (9,806,920)	
Capital leases payable	(396,213)	
Compensated absences	<u>(405,152)</u>	(10,608,285)

Other long term assets are not available to pay or current period expenditures and therefore are deferred in the funds.

Court fines receivable	647,294
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Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds.

Net pension liability	(12,268,377)
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Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.

Deferred outflows of resources related to pensions	\$ 589,137	
Deferred inflows of resources related to pensions	<u>(159,659)</u>	429,478

Internal Service Funds are used by management to charge the costs of various internal operations to individual funds. The assets and liabilities of Internal Service Funds are included in governmental activities in the Statement of Net Position as follows:

Current assets	\$ 564,285	
Amounts owed to other funds	(22,833)	
Estimated claims payable	<u>(67,146)</u>	474,306

Accrued interest not due and payable in the current period expenditures and, therefore, not reported in the funds.	(44,184)
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Net position of governmental activities **\$ 12,240,282**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2019

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
Property taxes	\$ 5,255,803	115,443	5,371,246
General sales taxes	2,305,610	-	2,305,610
Franchise fees	149,151	-	149,151
Licenses and permits	126,634	-	126,634
Intergovernmental	1,324,636	1,877,205	3,201,841
Charges for services	41,789	114,868	156,657
Fines and forfeitures	518,093	-	518,093
Investment earnings	96,540	58,301	154,841
Miscellaneous	89,563	2,051	91,614
Total revenues	<u>9,907,819</u>	<u>2,167,868</u>	<u>12,075,687</u>
EXPENDITURES			
General government	2,317,191	-	2,317,191
Public safety	5,671,239	236,785	5,908,024
Public works	398,531	465,054	863,585
Culture and recreation	699,029	732,285	1,431,314
Debt service:			
Principal	60,946	728,747	789,693
Interest and other fiscal charges	-	400,735	400,735
Total expenditures	<u>9,146,936</u>	<u>2,563,606</u>	<u>11,710,542</u>
Excess (deficiency) of revenues over expenditures	<u>760,883</u>	<u>(395,738)</u>	<u>365,145</u>
OTHER FINANCING SOURCES (USES)			
Proceeds from bonds	-	4,390,000	4,390,000
Bond premiums	-	71,275	71,275
Proceeds from capital leases	143,888	-	143,888
Transfers in	860,487	4,801,299	5,661,786
Transfers out	(880,402)	(3,945,897)	(4,826,299)
Total other financing sources and uses	<u>123,973</u>	<u>5,316,677</u>	<u>5,440,650</u>
Net change in fund balances	884,856	4,920,939	5,805,795
Fund balances—beginning	<u>2,603,529</u>	<u>2,202,413</u>	<u>4,805,942</u>
Fund balances—ending	<u>\$ 3,488,385</u>	<u>7,123,352</u>	<u>10,611,737</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of the Governmental Funds
Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Statement of Activities
Year Ended September 30, 2019

Net change in fund balances - total governmental funds **\$ 5,805,795**

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:

Capital outlay	\$	1,173,638	
Depreciation expense		<u>(575,118)</u>	598,520

In the Statement of Activities, only gains and losses from the sale of capital assets are reported, whereas in the Governmental Funds, proceeds from the sale of capital assets increase financial resources. Thus, the change in net position differs from the change in fund balances by the amount of the net gain(loss). (23,418)

Debt proceeds provide current financial resources to Governmental Funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the Governmental Funds, but the repayment reduces

Bond proceeds		(4,390,000)	
Bond premiums		(71,275)	
Lease proceeds		(143,888)	
Debt retirement		789,693	

Fine revenue recognized on the modified accrual basis in the funds during the current year is reduced because prior year recognition would have been required on the Statement of Activities using the full accrual basis of accounting. 53,375

Pension expense and other related activity do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Pension expense and contributions made after measurement date		(307,287)	
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The amortization of the discount and premium are treated as a reduction to expense on the statement of activities		1,485	
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Some expenses reported in the statement of activities do not require the use of current financial resources, and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest payable		(28,509)	
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Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue of the internal service funds is allocated to governmental activities		411,433	
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Change in net position of governmental activities **\$ 2,695,924**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Net Position
Proprietary Funds
September 30, 2019

	Enterprise Funds			Internal
	Water and Sewer Fund	Solid Waste Fund	Totals	Service Funds
Assets				
Current Assets				
Cash	\$ 6,716,707	170,139	6,886,846	543,106
Customer accounts receivable, net	1,284,739	204,850	1,489,589	-
Premiums receivable	-	-	-	21,179
Intergovernmental	262,607	-	262,607	-
Due from other funds	-	216,327	216,327	-
Restricted current assets				
Cash	1,193,893	-	1,193,893	-
Total current assets	<u>9,457,946</u>	<u>591,316</u>	<u>10,049,262</u>	<u>564,285</u>
Capital Assets, Net				
Land	1,215,870	-	1,215,870	-
Construction in progress	910,099	-	910,099	-
Infrastructure	34,812,255	-	34,812,255	-
Machinery and equipment	456,235	3,694	459,929	-
Equipment under capital leases	2,848,348	-	2,848,348	-
Total capital assets	<u>40,242,807</u>	<u>3,694</u>	<u>40,246,501</u>	<u>-</u>
Total assets	<u>49,700,753</u>	<u>595,010</u>	<u>50,295,763</u>	<u>564,285</u>
Deferred Outflows of Resources				
Deferred amounts on pensions	37,604	-	37,604	-
Total deferred outflows of resources	<u>37,604</u>	<u>-</u>	<u>37,604</u>	<u>-</u>
Liabilities				
Current Liabilities:				
Claims and wages payable	425,594	-	425,594	-
Accrued interest payable	132,191	-	132,191	-
Due to other funds	241,007	-	241,007	22,833
Claims and judgements payable	-	-	-	67,146
Payable from restricted assets				
Customer deposits	723,567	-	723,567	-
Noncurrent Liabilities:				
Net pension liability	397,844	-	397,844	-
Due within one year				
Capital debt	832,722	-	832,722	-
Noncapital debt	3,319	-	3,319	-
Due in more than one year				
Capital debt	11,534,896	-	11,534,896	-
Noncapital debt	13,569	-	13,569	-
Total liabilities	<u>14,304,709</u>	<u>-</u>	<u>14,304,709</u>	<u>89,979</u>
Deferred Inflows of Resources				
Deferred amounts on pensions	9,993	-	9,993	-
Total deferred inflows of resources	<u>9,993</u>	<u>-</u>	<u>9,993</u>	<u>-</u>
Net Position				
Net investment in capital assets	27,875,189	3,694	27,878,883	-
Restricted Net Position				
Restricted for debt service	743,546	-	743,546	-
Restricted for grant/bond purposes	313,851	-	313,851	-
Unrestricted	6,491,069	591,316	7,082,385	474,306
Total net position	<u>\$ 35,423,655</u>	<u>595,010</u>	<u>36,018,665</u>	<u>474,306</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
Year Ended September 30, 2019

	Enterprise Funds			Internal
	Water and Sewer Fund	Solid Waste Fund	Totals	Service Funds
Operating Revenues				
Charges for services	\$ 8,605,744	1,515,675	10,121,419	-
Employer contributions	-	-	-	1,470,266
Employee contributions	-	-	-	94,177
Insurance claim reimbursements	-	-	-	731,421
Miscellaneous	305,469	-	305,469	-
Total operating revenues	<u>8,911,213</u>	<u>1,515,675</u>	<u>10,426,888</u>	<u>2,295,864</u>
Operating Expenses				
Personnel services	824,926	-	824,926	-
Wastewater treatment	2,217,587	-	2,217,587	-
Privatization costs	2,184,561	-	2,184,561	-
Waste collection and disposal	-	1,217,207	1,217,207	-
Supplies	185,897	-	185,897	-
Repairs and maintenance	107,416	-	107,416	-
Other contractual services and charges	536,819	-	536,819	1,057
Insurance claims and expenses	-	-	-	1,886,389
Other services and charges	383,911	-	383,911	-
Depreciation	1,252,505	2,190	1,254,695	-
Total operating expenses	<u>7,693,622</u>	<u>1,219,397</u>	<u>8,913,019</u>	<u>1,887,446</u>
Operating income (loss)	<u>1,217,591</u>	<u>296,278</u>	<u>1,513,869</u>	<u>408,418</u>
Nonoperating Revenues (Expenses)				
Interest and investment revenue	181,766	-	181,766	3,015
Interest and debt expense	(505,906)	-	(505,906)	-
Grant revenue	323,151	-	323,151	-
Transfers in	6,186,296	-	6,186,296	-
Transfers out	(6,832,681)	(189,102)	(7,021,783)	-
Total nonoperating revenues (expenses)	<u>(647,374)</u>	<u>(189,102)</u>	<u>(836,476)</u>	<u>3,015</u>
Change in net position	570,217	107,176	677,393	411,433
Total net position—beginning	<u>34,853,438</u>	<u>487,834</u>	<u>35,341,272</u>	<u>62,873</u>
Total net position—ending	<u>\$ 35,423,655</u>	<u>595,010</u>	<u>36,018,665</u>	<u>474,306</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Cash Flows
Proprietary Funds
Year Ended September 30, 2019

	Enterprise Funds			Internal
	Water and Sewer Fund	Solid Waste Fund	Totals	Service Funds
Cash Flows From Operating Activities				
Receipts from customers	\$ 8,620,154	1,636,071	10,256,225	-
Receipts from premiums	-	-	-	1,564,443
Payments to employees	(475,276)	(444)	(475,720)	928,443
Payments to suppliers	(185,897)	-	(185,897)	-
Payments to contractors	(4,698,126)	(1,217,207)	(5,915,333)	-
Other receipts (payments)	(216,378)	(124,609)	(340,987)	-
Payments for judgements and claims	-	-	-	(1,951,738)
Payments for administrative services	-	-	-	(1,057)
Net cash provided by operating activities	<u>3,044,477</u>	<u>293,811</u>	<u>3,338,288</u>	<u>540,091</u>
Cash Flows From Noncapital Financing Activities				
Grant revenue	323,151	-	323,151	-
Transfers to other funds	<u>(646,385)</u>	<u>(189,102)</u>	<u>(835,487)</u>	<u>-</u>
Net cash (used) by noncapital financing activities	<u>(323,234)</u>	<u>(189,102)</u>	<u>(512,336)</u>	<u>-</u>
Cash Flows From Capital and Related Financing Activities				
Purchases of capital assets	(936,425)	-	(936,425)	-
Principal paid on debt	(2,423,722)	-	(2,423,722)	-
Interest and amortization on debt	<u>(365,942)</u>	<u>-</u>	<u>(365,942)</u>	<u>-</u>
Net cash (used) by capital and related financing activities	<u>(3,726,089)</u>	<u>-</u>	<u>(3,726,089)</u>	<u>-</u>
Cash Flows From Investing Activities				
Interest and dividends	<u>181,766</u>	<u>-</u>	<u>181,766</u>	<u>3,015</u>
Net cash provided by investing activities	<u>181,766</u>	<u>-</u>	<u>181,766</u>	<u>3,015</u>
Net (decrease) in cash and cash equivalents	(823,080)	104,709	(718,371)	543,106
Balances—beginning of the year	<u>8,733,680</u>	<u>65,430</u>	<u>8,799,110</u>	<u>-</u>
Balances—end of the year	<u>\$ 7,910,600</u>	<u>170,139</u>	<u>8,080,739</u>	<u>543,106</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Cash Flows
Proprietary Funds (continued)
Year Ended September 30, 2019

	Enterprise Funds			Internal
	Water and Sewer Fund	Solid Waste Fund	Totals	Service Funds
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Operating income (loss)	\$ 1,217,591	296,278	1,513,869	408,418
Adjustments to reconcile operating income to net cash provided by operating activities:				
Cash flows reported in other categories				
Depreciation expense	1,252,505	2,190	1,254,695	-
(Increase) decrease in assets:				
Accounts receivable, net	14,410	120,396	134,806	-
Grants receivable	(262,545)	-	(262,545)	-
Premiums receivable	-	-	-	196,598
Increase (decrease) in liabilities:				
Accounts payable	348,257	-	348,257	-
Wages payable	2,562	-	2,562	-
Internal activity	124,609	(124,609)	-	-
Compensated absences	(8,796)	-	(8,796)	-
Pension liabilities and deferrals	355,884	(444)	355,440	-
Claims and judgements payable	-	-	-	(64,925)
Net cash provided (used) by operating activities	\$ <u>3,044,477</u>	<u>293,811</u>	<u>3,338,288</u>	<u>540,091</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Combining Statement of Assets and Liabilities
Agency Funds
September 30, 2019

	<u>Payroll Clearing Account</u>
Assets	
Cash and cash equivalents	\$ <u>375,560</u>
Total Assets	<u><u>375,560</u></u>
Liabilities	
Due to other intra-entity government agencies	135,564
Accounts payable and accrued liabilities	<u>239,996</u>
Total Liabilities	<u><u>375,560</u></u>
Net Position	
Held in trust for benefits and other purposes	\$ <u><u>-</u></u>

The notes to these financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies

The City of Gautier, Mississippi, (the “City”) was incorporated June 17, 1986 under the laws of the State of Mississippi. The City operates under a Council-Manager form of government, which provides for an elected mayor and a six-member council. The following services are authorized by the City’s charter: Public Safety (Police, Fire, Civil Defense and Protection Inspection), Street Maintenance, Garbage Collection, Water and Sewer, Culture, Recreation and Community Services, Public Improvements, Planning and Zoning, and General Administrative Services. The accounting and reporting policies of the City relating to the funds and accounts groups included in the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled *Audits of State and Local Governmental Units* and by the Financial Accounting Standards Board (when applicable). The more significant accounting policies of the City are described below.

A. Financial Reporting Entity

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the City’s governing board. As defined by accounting principles generally accepted in the United States of America, the City is considered a “primary government.” The City is governed by a six-member council in which five members were elected by the citizens of each defined ward and one member elected at-large.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Accounting Principles Generally Accepted in the United States of America. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body’s ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters.

The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based upon the application of these criteria, the following is a brief review of each potential component unit addressed in defining the government’s reporting entity. Based upon the application of these criteria, the City has no component units.

Joint Venture

The Jackson County Utility Authority is a joint venture established by State Code, and its governing board is appointed jointly by the area governments’ governing bodies. It is an independent unit that selects management staff, sets user charges, establishes budgets, and controls all aspects of its daily activities. The District has been determined to be a joint venture of the participating agencies. See Note 13 for details.

B. Basis of Presentation

The City’s basic financial statement consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

B. Basis of Presentation (continued)

Government-wide Financial Statements:

The Statement of Net Position and Statement of Activities display information about the City as a whole. The statements include all non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements.

Governmental activities generally are financed through taxes, intergovernmental revenues and other non-exchange revenues and are reported separately from business-type activities. Business-type activities rely mainly on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities and business-type activities of the City at year-end. The Government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other revenues, not classified as program revenues, are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the City.

Fund Financial Statements:

Fund financial statements of the City are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized into governmental, proprietary, and fiduciary. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements. Non-major funds are aggregated and presented in a single column as Other Governmental Funds.

C. Measurement Focus and Basis of Accounting

The Government-wide, Proprietary Funds and Fiduciary Funds (excluding agency funds) financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Shared revenues are recognized when the provider recognizes the liability to the City. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied. Agency funds have no measurement focus but use the accrual basis of accounting.

The City's proprietary funds apply all applicable GASB pronouncements and only the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: FASB Statements and Interpretations, Accounting Principle Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedure.

The revenues and expenses of the proprietary funds are classified as operating and non-operating. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's primary operations. All other revenue and expenses are reported as non-operating.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

C. Measurement Focus and Basis of Accounting (continued)

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized only when payment is due. Property taxes, state appropriations and federal awards are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period.

The City reports the following major Governmental Funds:

General Fund - This is the City's primary operating fund. It is used to account for all activities of the general government for which a separate fund has not been established.

Additionally, the City reports the following fund types:

GOVERNMENTAL FUND TYPES

Special Revenue Funds – These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Debt Service Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Capital Projects Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including acquisition or construction of capital facilities and other assets.

PROPRIETARY FUNDS

Enterprise Funds – These funds are used to account for those operations that are financed and operated in a manner similar to private business enterprises or where the City has decided that periodic determination of revenues earned, expenses incurred and/or net income is necessary for management accountability.

It is the intent of the City Council that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges and that periodic determination of revenues earned, expenses incurred, and net income be identified for capital maintenance, public policy, management control, account ability, or other purposes.

Internal Service Funds – These funds are used to account for those operations that provide services to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The City's internal service funds report on self-insurance for employee medical benefits and risk management for City's legal contingencies.

FIDUCIARY FUNDS

Agency Funds - These funds account for various taxes, deposits and other monies collected or held by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

D. Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers' Association.

E. Deposits and Investments

State law authorizes the City to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or any City, municipality or school district of this state. Further, the City may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, and all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value. However, the City did not invest in any governmental bonds during the year.

F. Receivables

All trade receivables are shown net of an allowance for uncollectibles. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by customers of the water and sewer department since the City started providing these services to citizens. The allowances are based on trade receivables in excess of 120 days outstanding.

G. Inter-Fund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "due to/from other funds." Noncurrent portions of inter-fund receivables and payables are reported as "advances to/from other funds." Advances between funds, as reported in the fund financial statements, are offset by a non-spendable fund balance account in the General Fund, if applicable, to indicate that they are not available for appropriation and are not expendable available financial resources. However, this is not applicable to advances reported in other governmental funds, which are reported, by definition, as restricted, committed, or assigned.

Inter-fund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Any outstanding balances between fiduciary funds and the government-wide activities of the government are reported as Intra-entity balances and included in intergovernmental receivables on the Statement of Net Position.

H. Intragovernmental Transactions and Balances

Transactions between governmental agencies (agency funds) of the City are considered as transactions with external parties and are reported as revenues and expenditures/expenses in both the fund statements and the government-wide statements. However, associated receivables and payables are displayed as intragovernmental balances on the Statement of Net Position.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

I. Capital Assets

Capital acquisition and construction are reflected as expenditures in Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements. All purchased capital assets are stated at historical cost where records are available and at an estimated historical cost where no records exist. Capital assets include significant amounts of infrastructure which have been valued at estimated historical cost. The estimated historical cost was based on replacement cost multiplied by the consumer price index implicit price deflator for the year of acquisition. The extent to which capital assets, other than infrastructure, costs have been estimated and the methods of estimation are not readily available. Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on capital assets.

Governmental accounting and financial reporting standards allowed governments meeting certain criteria to elect not to report major general infrastructure assets retroactively. The City meets these criteria and has so elected. Therefore, the major general infrastructure assets acquired prior to October 1, 2002, are not reported in the government-wide financial statements. However, as of September 30, 2019, the City has not systematically reported capital assets in accordance with generally accepted accounting principles.

Capital assets acquired or constructed for Proprietary Fund operations are capitalized at cost in the respective funds in which they are utilized. No interest is capitalized on self-constructed assets because non-capitalization of interest does not have a material effect on the City's financial statements. Donated capital assets are recorded at their fair value at the time of donation.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives are used to report capital assets in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. A full year's depreciation expense is taken for all purchases and sales of capital assets during the year.

The following schedule details those thresholds, estimated useful lives and salvage value percentage of cost:

	Capitalization Threshold	Estimated Useful Life	Salvage Value (% of Cost)
Land	\$ -	N/A	N/A
Infrastructure	-	20 years	30%
Buildings	50,000	40 years	20%
Improvements	25,000	20 years	20%
Heavy machinery & equipment	5,000	10 years	10%
Machinery & equipment	5,000	5 years	10%
Property under capital leases	*	*	*

* Leased property capitalization policy and estimated useful life will correspond with the amounts for the asset classification, as listed above.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources expenditure until then.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

J. Deferred Outflows/Inflows of Resources (continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

Deferred amounts on pensions – Deferred outflows and inflows of resources should be reported when to show the City's proportionate share of amounts of the effects of actuarial differences and changes in assumptions to economic or demographic factors and differences between actual and projected earnings of multi-employer pension plan. In addition, a deferred inflow should be reported for employer contributions to the pension plan made subsequent to the measurement date.

Property tax for future reporting period/unavailable revenue – property taxes – Deferred inflows of resources should be reported when resources associated with imposed non-exchange revenue transactions are received or reported as a receivable before the period for which property taxes are levied.

Unavailable revenue – fines – When an asset is recorded in the governmental fund financial statements, but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

L. Long-term Liabilities

Long-term liabilities are the unmatured principal of bonds, loans, notes, or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt issuances but may also include liabilities on lease-purchase agreements and other commitments.

In the government-wide financial statements and the Proprietary Fund financial information, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business activities Statement of Net Position.

Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, Governmental Fund Types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

M. Compensated Absences

The City has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Accounting principles generally accepted in the United States of America require accrual of accumulated unpaid employee benefits as long-term liabilities in the government-wide financial statements. In fund financial statements, Governmental Funds report the compensated absence liability payable only if the payable has matured.

An employee may accumulate unused vacation leave hours without limitation, however, cash payments upon employee termination or retirement are limited to a maximum of 240 hours of an accumulated leave of pay. Employees have no claim for accumulated sick leave at termination, for retirement, lay-off, or cause. As such, no provision for unused sick leave has been provided in the financial statements. Unused vacation and sick leave balances may be credited to the Public Employee's Retirement System (PERS) as time worked.

N. Fund Balance Policies

In the fund financial statements, governmental funds report fund balance into classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purpose for which amount in those funds can be spent. The classifications of fund balance are Non-spendable, Restricted, Committed, Assigned, and Unassigned. The following are descriptions of fund classifications used by the City:

Non-spendable fund balance includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the City Council, the City's highest level of decision-making authority. This formal action is an order of the City Council as approved in the board minutes.

Assigned fund balance includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not classified as non-spendable and is neither restricted nor committed. Assignments of fund balance are created by management pursuant to authorization established by the Board of Alderman.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

N. Fund Balance Policies (continued)

When both restricted and unrestricted resources are available for specified expenditures, restricted resources are considered spent before unrestricted resources. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

O. Net Position

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position not meeting the definition of "restricted" or "invested in capital assets, net of related debt."

P. Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements, and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

Q. Property Tax Revenues

Numerous statutes exist under which the City Council may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the City. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The City Council, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however, are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

Accounting principles generally accepted in the United States of America require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue in the year for which they are levied. Motor vehicle and mobile home taxes do not meet the measurability and collectability criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

R. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

S. Change in Accounting Standard

The City implemented the following standards issued by the Governmental Accounting Standards Board (GASB) in the current fiscal year as required: GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. The provisions of this standard have been incorporated into the financial statements and notes.

Note 2 – Cash

The carrying amount of the city's total deposits with financial institutions at September 30, 2019, was \$19,155,826 and the bank balance was \$19,986,779. Of this amount \$1,388,688 is restricted for unemployment, utility customers' deposits and debt service. The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC).

A summary of cash at September 30, 2019 is as follows:

	Deposits with Financial Institutions		Cash on Hand	Total
	Unrestricted	Restricted		
Governmental-type activities				
General Fund	\$ 2,869,223	4,845	1,550	2,875,618
Other Governmental Funds	7,090,833	189,950	20	7,280,803
Self-Insurance Fund	543,106	-	-	543,106
Total governmental activities	<u>10,503,162</u>	<u>194,795</u>	<u>1,570</u>	<u>10,699,527</u>
Business-type activities				
Water & Sewer Fund	6,716,107	1,193,893	600	7,910,600
Solid Waste Fund	170,139	-	-	170,139
Total business-type activities	<u>6,886,246</u>	<u>1,193,893</u>	<u>600</u>	<u>8,080,739</u>
Agency fund	<u>375,560</u>	<u>-</u>	<u>-</u>	<u>375,560</u>
Total cash	<u>\$ 17,764,968</u>	<u>1,388,688</u>	<u>2,170</u>	<u>19,155,826</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 2 – Cash (continued)

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of the failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the City. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City.

Note 3 – Receivables

A. Governmental Activities

Receivables in the governmental activities at September 30, 2019, consisted of the following:

Taxes Receivable	
Property taxes	
Current	\$ 65,283
For future reporting period	<u>4,813,810</u>
Total taxes receivable	<u>4,879,093</u>
Court fines receivable	12,945,878
Less: allowance for doubtful accounts	<u>(12,298,584)</u>
Total court fines receivable, net	<u>647,294</u>
Intergovernmental receivable	
Sales taxes	369,873
Franchise taxes	142,724
County road taxes	42,398
State grants and contributions	<u>141,017</u>
Total other taxes and grants	<u>696,012</u>
Total receivable - governmental activities	\$ <u><u>6,222,399</u></u>

B. Business-type Activities

Receivable in the business-type activities at September 30, 2019, consisted of the following:

Intergovernmental receivable	<u>262,607</u>
Customer accounts receivable	
Customer utility charges (billed)	3,234,811
Customer accounts, earned but unbilled	541,691
Less: allowance for doubtful accounts	<u>(2,286,913)</u>
Total customer accounts receivable, net	<u>1,489,589</u>
Total receivable - business-type activities	\$ <u><u>1,752,196</u></u>

All trade receivables are shown net of an allowance for bad debt. An allowance in the amount of \$2,164,641 at September 30, 2019 has been provided in the Water and Sewer Enterprise Fund and \$122,272 has been provided in the Solid Waste Enterprise Fund for estimated uncollectible utility charges for a total of \$2,286,913.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 4 – Interfund Transactions and Balances

Government-wide Financial Statements

A. Interfund Transfers

At September 30, 2019, the City had the following transfers:

<u>Transfer In</u>	<u>Transfer Out</u>	<u>Amount</u>
Governmental Activities	Business-type Activities	\$ <u>835,487</u>

These amounts represent monies transferred from the governmental-type activities to the business-type activities for construction of water wells.

B. Intra-entity Balances

At September 30, 2019 the City had the following intra entity balances:

<u>Due from other Government Agencies</u>	<u>Due to other Government Agencies</u>	<u>Amount</u>
General Fund	Fiduciary Funds	\$ <u>135,564</u>

These amounts represent excess cash transfers to the agency clearing funds that are owed back to the City Depository.

Fund Financial Statements

A. Due From/To Other Funds:

During the course of the year, certain expenditures were paid on a reimbursement basis requiring the City to borrow monies at year-end from the general fund in order to prevent a deficit cash balance in certain funds. Allocation percentages of federal reimbursement for construction projects caused expenditures to be paid from the wrong fund requiring many “due to/due from” transactions requiring cash transfer after year end.

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Other Governmental Funds	\$ 110,121
General Fund	Fiduciary Funds	135,564
General Fund	Water & Sewer Fund	47,513
Other Governmental Funds	General Fund	7,979
Solid Waste Fund	Self Insurance Fund	22,833
Solid Waste Fund	Water & Sewer Fund	193,494
Total		\$ <u>517,504</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 4 – Interfund Transactions and Balances (continued)

Fund Financial Statements (continued)

B. Transfers In/Out:

Transfers were made in the course of the year for loans to various funds. Other transfers were made to reimburse the various funds for expenditures made on the behalf of other fund purposes.

Transfers In	Transfers Out	Amount
General Fund	Other Governmental Funds	\$ 25,000
Other Governmental Funds	General Fund	880,402
General Fund	Water & Sewer Fund	646,385
General Fund	Solid Waste Fund	189,102
Other Governmental Funds	Other Governmental Funds	3,920,897
Water & Sewer	Water & Sewer	6,186,296
Total		<u>\$ 11,848,082</u>

Note 5 – Capital Assets

A. Governmental Activities

The following is a summary of governmental capital assets activity for the year ended September 30, 2019:

	Balance 10/1/2018	Additions	Adjustments/ Disposals	Balance 9/30/2019
Capital assets not being depreciated:				
Land	\$ 6,128,137	100,000	-	6,228,137
Construction in Progress	581,158	552,144	-	1,133,302
Total capital assets not being depreciated	<u>6,709,295</u>	<u>652,144</u>	<u>-</u>	<u>7,361,439</u>
Capital assets being depreciated:				
Buildings & Improvements	2,942,307	205,000	-	3,147,307
Infrastructure	14,411,336	-	(20)	14,411,316
Machinery & Equipment	1,462,520	172,606	(29,011)	1,606,115
Equipment under Capital Leases	851,403	143,888	-	995,291
Total capital assets being depreciated	<u>19,667,566</u>	<u>521,494</u>	<u>(29,031)</u>	<u>20,160,029</u>
Less accumulated depreciation for:				
Buildings & improvements	578,262	60,213	(10,557)	627,918
Infrastructure	2,080,469	334,158	(979)	2,413,648
Machinery & Equipment	1,005,789	96,764	(3,045)	1,099,508
Equipment under Capital Leases	298,099	83,983	(1)	382,081
Total accumulated depreciation	<u>3,962,619</u>	<u>575,118</u>	<u>(14,582)</u>	<u>4,523,155</u>
Total capital assets being depreciated, net	<u>15,704,947</u>	<u>(53,624)</u>	<u>(14,449)</u>	<u>15,636,874</u>
Total governmental activities capital assets, net	<u>\$ 22,414,242</u>	<u>598,520</u>	<u>(14,449)</u>	<u>22,998,313</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 5 – Capital Assets (continued)

Depreciation expense was charged to governmental functions as follows:

General Government	\$ 38,049
Public Safety	115,981
Public Works	371,264
Culture & Recreation	49,824
	<u>\$ 575,118</u>

B. Business-type Activities

The following is a summary of business-type capital assets activity for the year ended September 30, 2019:

	Balance 10/1/2018	Additions	Adjustments/ Disposals	Balance 9/30/2019
Capital assets not being depreciated:				
Land	\$ 1,215,870	-	-	1,215,870
Construction in Progress	66,500	843,599	-	910,099
Total capital assets not being depreciated	<u>1,282,370</u>	<u>843,599</u>	<u>-</u>	<u>2,125,969</u>
Capital assets being depreciated:				
Infrastructure	47,309,607	-	-	47,309,607
Machinery & Equipment	1,658,584	92,826	1	1,751,411
Equipment under Capital Leases	3,224,544	-	-	3,224,544
Total capital assets being depreciated	<u>52,192,735</u>	<u>92,826</u>	<u>1</u>	<u>52,285,562</u>
Less accumulated depreciation for:				
Infrastructure	11,393,461	1,103,891	-	12,497,352
Machinery & Equipment	1,215,919	75,565	(2)	1,291,482
Equipment under Capital Leases	300,957	75,239	-	376,196
Total accumulated depreciation	<u>12,910,337</u>	<u>1,254,695</u>	<u>(2)</u>	<u>14,165,030</u>
Total capital assets being depreciated, net	<u>39,282,398</u>	<u>(1,161,869)</u>	<u>3</u>	<u>38,120,532</u>
Total business-type activities capital assets, net	<u>\$ 40,564,768</u>	<u>(318,270)</u>	<u>3</u>	<u>40,246,501</u>

Depreciation expense was charged to business-type functions as follows:

Water and Sewer Fund	\$ 1,252,505
Solid Waste Fund	2,190
Total depreciation - business-type activities	<u>\$ 1,254,695</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 5 – Capital Assets (continued)

C. Construction in Progress/Commitments

Construction work in progress for the governmental and business-type activities of the City is composed of the following:

Project	Money Spent to Date	Remaining Commitment
Martin Bluff Widening	\$ 327,278	\$ 497,843
Emergency Watershed Protection Program	-	108,863
Martin Bluff Sidewalk	80,713	192,863
Bacot Park	35,000	93,500
Shephard State Park Welcome Center	480,570	21,725
Shephard State Park Marsh Boardwalk	36,050	40,950
City Park Walking Trail	107,320	72,234
Senior Coordinator Cottage	6,243	-
Town Commons Park	60,128	68,633
Total governmental activities	\$ 806,024	\$ 68,633
Elevated Water Tank-Enterprise Fund	132,000	1,212,000
Bemis Sewer Project	373,203	454,921
Hwy 57 Utility Relocate	145,710	240,606
Robinson Still Rd Water & Sewer	78,986	34,664
Water Supply and Treatment Plant	180,200	499,800
Total business-type activities	\$ 910,099	\$ 2,441,991

Note 6 – Court Fines Receivable/Deferred Inflows of Resources

Court fines receivables are recorded as deferred inflow of resources in the fund financial statements due to the funds using modified accrual basis. However, revenues received during the year are recorded in the government-wide financial statements on the full-accrual basis of accounting. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by citizens to the municipal courts since the City started providing court services. Court fines receivable at September 30, 2019, were \$12,945,878, of which an allowance of \$12,298,584 has been determined as uncollectible with \$647,294 deemed collectible.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 7 – Claims and Judgments

Risk Financing

The City finances its exposure to risk of loss related to workers' compensation for injuries to its employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool.

The City pays premiums to the pool for its workers' compensation insurance coverage, and the participation agreement provides that the pool will be self-sustaining through member premiums. The retention for the pool is \$1,000,000 for each accident and completely covers statutory limits set by the Workers' Compensation Commission. Risk of loss is remote for claims exceeding the pool's retention liability. However, the pool also has catastrophic reinsurance coverage for statutory limits above the pool's retention, provided by Safety National Casualty Corporation, effective from January 1, 2018, to January 1, 2019. The pool may make an overall supplemental assessment or declare a refund depending on the loss experience of all the entities it insures.

The City is exposed to risk of loss relating to employee health, accident, and dental coverage. Pursuant to Section 25-15-101, Miss. Code Ann. (1972), the City established a risk management fund (included as an Internal Service Fund) to account for and finance its uninsured risk of loss. Under the plan, amounts payable to the risk management fund are based on actuarial estimates. Each employee pays a portion of his/her premium through a payroll deduction. The City pays the remaining portion of the premium on a single coverage policy for its respective employees. Employees desiring additional and/or dependent coverage pay the additional premium through a payroll deduction. Premium payments to the risk management fund are determined on an actuarial basis. The City has minimum uninsured risk retention to the extent that actual claims submitted exceed the predetermined premium. The City has implemented the following plans to minimize this potential loss:

The City has purchased coinsurance which functions on specific stop loss coverage. This coverage is purchased from an outside commercial carrier. For the current fiscal year, the specific coverage begins when an individual participant's claim exceeds \$65,000.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2019, the amount of this liability was \$67,146.

	Amount
Liability at beginning of year	\$ 132,495
Claims and changes of estimates	1,821,041
Claims payments	(1,886,390)
Liability at end of year	\$ 67,146

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan

A. Defined Benefit Pension Plan

The City contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature.

Plan Description and Provisions

Substantially all of the City's full-time employees participate in PERS, a multi-employer, cost-sharing, defined benefit public employee pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public cities. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate for the period of October 1, 2018 through June 30, 2019 was 15.75% of annual covered payroll. The employer's rate for the period of July 1, 2019 through September 30, 2019, was 17.4% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2019, the City reported a liability of \$12,268,377 in the governmental activities and \$397,844 in the business-type activities for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the PERS net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2019, the City's proportion was .072%. For the year ended September 30, 2019, the City recognized \$1,021,116 of PERS pension expense for governmental activities and \$400,339 for the business-type activities.

At September 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Differences between expected and actual experience	\$ 7,043	450	7,493
Changes of assumptions	116,730	7,451	124,181
Changes in proportion and differences between City contributions and Proportionate share on contributions	289,356	18,468	307,824
City's contributions subsequent to the measurement date	176,008	11,235	187,243
Total	\$ 589,137	37,604	626,741

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

At September 30, 2019, the City reported deferred inflows of resources and deferred outflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Differences between expected and actual experience	\$ 12,816	818	13,634
Net difference between projected and actual earnings on pension plan investments	130,260	8,314	138,574
Changes in proportion and differences between City contributions and proportionate share on contributions	16,583	861	17,444
Total	\$ 159,659	9,993	169,652

Deferred liabilities and assets, with the exception of differences between projected and actual investment earnings, are amortized over the average of expected remaining service lives. Differences between projected and actual investment earnings are amortized over 5 years.

Within the deferred outflows, a net amount of \$187,243 of deferred outflows of resources is related to pensions resulting from the City's contributions subsequent to the measurement date and will be recognized as a reduction to the net pension liability in the year ended September 30, 2019.

The remaining amounts reported as deferred outflows of resources related to pensions of \$439,498 and deferred inflows of resources related to pensions of (\$169,850) netting to \$269,648 will be recognized in pension expense as follows:

Year Ending September 30,	
2020	\$ 200,361
2021	(92,466)
2022	103,924
2023	57,829
	<u>269,648</u>

Actuarial assumptions

The total pension liabilities in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75 percent
Salary increases	3.00 percent to 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

Mortality rates were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119. For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119. Mortality rates will be projected generationally using the MP-2018 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used in the June 30, 2019 valuation was based on the results of an actuarial experience study for the four-year period ending June 30, 2018. The experience report is dated April 2, 2019.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The most recent target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return	
US Broad	27.00	4.90	%
International Equity	22.00	4.75	
Global Equity	12.00	5.00	
Fixed Income	20.00	1.50	
Real Assets	10.00	4.00	
Private Equity	8.00	6.25	
Cash	1.00	0.25	
Total	100.00		%

Discount rate

The discount rate used to measure the total pension liability for PERS was 7.75 percent, which was based on the future long-term expected rate of return of 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.0%) and that employer contribution rate (15.75%) through June 30, 2019 and at the current contribution rate (17.4%) thereafter. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return investments was applied to all periods of projected benefit payments to determine each plan's total pension liability.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 8 – Retirement Plan (continued)

A. Defined Benefit Pension Plan (continued)

Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.75 percent) or one percentage-point higher (8.75 percent) than the current rate:

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1% Increase (8.75%)
City's Proportionate share of PERS	\$ 16,650,186	\$ 12,666,221	\$ 9,377,815

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report which can be obtained at www.pers.ms.gov.

Three-year Trend Information

The following table provides the employer contribution to PERS for the last three fiscal years:

Fiscal Years Ending	Employer Contributions
2019	\$ 756,838
2018	722,163
2017	713,359

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt

A. Governmental Activities

Transactions for the year ended September 30, 2019 are summarized as follows:

	Balance 10/1/2018	Additions	Retirements	Balance 9/30/2019	Due Within one Year
General Obligation Bonds	\$ 5,280,000	-	(600,000)	4,680,000	630,000
Limited Obligation Bonds	-	4,390,000	-	4,390,000	-
Capital Improvement Loans	699,757	-	(32,627)	667,130	33,285
Capital Leases	409,391	143,888	(157,066)	396,213	197,609
Compensated Absences	376,956	28,196	-	405,152	45,009
Total	\$ 6,766,104	4,562,084	(789,693)	10,538,495	905,903
Add:					
Bond Premium	-	71,275	(1,485)	69,790	-
Total	6,766,104	4,633,359	(791,178)	10,608,285	905,903

General Obligation Bonds, Series 2010 – In 2010, the City issued \$7,000,000 in general obligation bonds to be used for public improvements in the City. The bond is to be repaid over 20 years, maturing in August 2030 and carries a variable interest rate of 2.875% - 4.0%. Payment on this bond will be made from general ad valorem tax collections.

General Obligation – Katrina Loan Refunding Bond, Series 2010 – In 2010, the City issued \$2,360,000 in general obligation refunding bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 10 years, maturing in 2020, and carries a fixed interest rate of 3.45%. Payment on this bond will be made from general ad valorem tax collections.

Annual debt service requirements to maturity for these bonds payable are as follows:

September 30,	Principal	Interest	Total
2020	\$ 630,000	161,262	791,262
2021	370,000	145,868	515,868
2022	385,000	134,769	519,769
2023	405,000	122,256	527,256
2024	390,000	109,094	499,094
2025-2029	2,065,000	329,250	2,394,250
2030	435,000	17,400	452,400
\$	4,680,000	1,019,899	5,699,899

Capital Improvement Loan – In February 2017, the City received a \$763,087 capital improvement loan from the Mississippi Development Authority to be used to cover the costs associated with Allen Road. The bond is to be repaid over 18 years, maturing in 2036, and carries a fixed interest rate of 2.0%. Payment on this loan will be made from general ad valorem tax collections.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

A. Governmental Activities (continued)

Annual debt service requirements to maturity for these bonds payable are as follows:

September 30,	Principal	Interest	Total
2020	\$ 33,285	13,039	46,324
2021	33,957	12,367	46,324
2022	34,643	11,681	46,324
2023	35,342	10,982	46,324
2024	36,055	10,269	46,324
2025-2029	191,491	40,129	231,620
2030-2034	211,612	20,007	231,619
2035-2036	90,745	1,903	92,648
\$	667,130	120,377	787,507

Special Assessment Debt with Commitments – In April 2019, the City issued \$4,390,000 in special assessment bonds, Series 2019, for public improvements. The bond is to be over 22 years, maturing in 2041 and carries an interest rate ranging from 3.0% to 4.0. For purposes of funding the Series 2019 Bond Fund (as defined in the City Bond Resolution), the City will levy a direct, continuing, and special tax upon all the taxable property within the geographical limits of the City. The tax is adequate and sufficient to provide for the payment of the principal and interest on the bonds.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2020	\$ -	151,082	151,082
2021	145,000	148,906	293,906
2022	150,000	144,482	294,482
2023	155,000	139,907	294,907
2024	160,000	135,182	295,182
2025-2029	895,000	577,407	1,472,407
2030-2034	1,065,000	403,734	1,468,734
2035-2039	1,255,000	212,036	1,467,036
2040-2041	565,000	19,863	584,863
\$	4,390,000	1,932,599	6,322,599

Capital Lease Obligations-Governmental Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2019:

Classes of property	Governmental Activities
Mobile equipment	\$ 546,692
Pumper truck	448,599
Less: accumulated depreciation	(382,081)
Leased property under capital leases	\$ 613,210

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

A. Governmental Activities (continued)

The following is a schedule by years of the total payments due as of September 30, 2019:

September 30,	Principal	Interest	Total
2020	\$ 197,609	12,410	210,019
2021	148,422	6,875	155,297
2022	50,182	2,358	52,540
\$	<u>396,213</u>	<u>21,643</u>	<u>417,856</u>

B. Business-type Activities

Transactions for the year ended September 30, 2019 are summarized as follows:

	Balance 10/1/2018	Additions	Retirements	Balance 9/30/2019	Due Within one Year
Revenue Refunding Bonds	\$ 4,000,000	-	(135,000)	3,865,000	140,000
Revenue Bonds	1,390,000	-	(1,390,000)	-	-
Special Obligation Bonds	2,815,000	-	(145,000)	2,670,000	145,000
Revolving Loans	3,938,510	-	(432,367)	3,506,143	442,531
Capital Leases	2,631,876	-	(305,401)	2,326,475	105,191
Compensated Absences	12,842	4,046	-	16,888	3,319
Subtotal	<u>14,788,228</u>	<u>4,046</u>	<u>(2,407,768)</u>	<u>12,384,506</u>	<u>836,041</u>
Add: Bond Premium*	15,954	-	(15,954)	-	-
Total business-type activities	<u>\$ 14,804,182</u>	<u>4,046</u>	<u>(2,423,722)</u>	<u>12,384,506</u>	<u>836,041</u>

Water & Sewer Revenue Bonds, Series 2018 – In 2018, the City issued \$4,000,000 in revenue bonds. The bond is to be repaid over 20 years, maturing in 2038, and carries an average interest rate of 3.73%. Payments on this bond will be made from the net revenues of the Water and Sewer system operations.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2020	\$ 140,000	146,781	286,781
2021	145,000	140,656	285,656
2022	150,000	134,494	284,494
2023	160,000	128,118	288,118
2024	165,000	121,318	286,318
2025-2029	920,000	500,930	1,420,930
2030-2034	880,000	276,518	1,156,518
2035-2038	1,305,000	157,200	1,462,200
\$	<u>3,865,000</u>	<u>1,606,015</u>	<u>5,471,015</u>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

B. Business-type Activities (continued)

Water & Sewer Revenue Refunding Bonds, Series 2012 – In 2012, the City issued \$9,185,000 in refunding bonds. These bonds were issued to refund the Revenue Bonds, Series 2001 in an effort to reduce total debt payments. The refunding decreased the City's total debt service payments by approximately \$864,418. The transaction resulted in an economic loss (difference between the present value of the debt service on the old and the new bonds) of approximately \$866,494. This bond was paid off in 2019 and carried a fixed interest rate of 2%. Payment on this bond was made from the net revenues from the Water and Sewer system operations.

Special Obligation Bonds, Series 2013 – In 2013, the City issued \$3,500,000 in special obligation bonds to be used to cover the costs associated with Hurricane Katrina for public improvements and repairs in the City. The bond is to be repaid over 20 years, maturing in 2033, and carries a variable interest rate of 2.0% - 5.0%. Payment on this bond will be made from the net revenues from the Water and Sewer system operations.

Annual debt service requirements to maturity for this bond payable is as follows:

September 30,	Principal	Interest	Total
2020	\$ 145,000	117,706	262,706
2021	150,000	113,356	263,356
2022	155,000	108,856	263,856
2023	155,000	103,431	258,431
2024	170,000	97,813	267,813
2025-2029	955,000	372,688	1,327,688
2030-2033	940,000	120,000	1,060,000
\$	2,670,000	1,033,850	3,703,850

Revolving Loans - The City's utility enterprise fund finances extensions and improvements to its system through note obligations, which are subordinate to the revenue bonds.

The utility currently has six state revolving loans, which enabled the City to provide sewer services in needed areas. The City executed these loan agreements with the State of Mississippi Environmental Quality for the purpose of improving the water distribution and sewer collection systems. The City entered into an agreement with the Mississippi State Tax Commission, allowing the Tax Commission to withhold \$43,424 from monthly sales tax revenues as payment for principal and interest on bonds beginning in fiscal year 2006.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

B. Business-type Activities (continued)

Annual debt service requirements to maturity for these loans payable are as follows:

<u>September 30,</u>		<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$	442,531	78,594	521,125
2021		452,956	68,171	521,127
2022		463,646	52,079	515,725
2023		474,614	46,522	521,136
2024		485,864	35,261	521,125
2025-2029		1,186,532	55,289	1,241,821
	\$	<u>3,506,143</u>	<u>335,916</u>	<u>3,842,059</u>

Capital Lease Obligations-Business-type Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2019:

<u>Classes of property</u>		<u>Business-type Activities</u>
Water meter project	\$	3,224,544
Less: accumulated depreciation		(376,196)
Leased property under capital leases	\$	<u>2,848,348</u>

The following is a schedule by years of the total payments due as of September 30, 2019:

<u>September 30,</u>		<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$	105,191	38,534	143,725
2021		215,637	71,811	287,448
2022		222,840	64,609	287,449
2023		230,283	57,166	287,449
2024		237,975	49,475	287,450
2025-2029		1,314,549	122,701	1,437,250
	\$	<u>2,326,475</u>	<u>404,296</u>	<u>2,730,771</u>

C. Legal Debt Margin

The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. As of September 30, 2019, the amount of outstanding debt was equal to 8.2% of the latest property assessments.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 9 – Long-term Debt (continued)

D. Compensated Absences

Compensated absences will be paid from the funds from which the employees' salaries were paid which are generally the General Fund.

Note 10 – Property and Sales Tax Revenue

A. Property Tax Revenues

The City levies a tax on real and personal property based on the assessed value of property as compiled by the information extracted from the City assessment tax rolls. The taxes on real property attach as an enforceable lien on the property as of January 1. Taxes on real and personal property are levied by the City Council at the first regular meeting in September.

In accordance with the Mississippi Code of 1972, as amended, the City Council may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for the current year are limited to an increase of not more than 10% over receipts for any one of the preceding ten years or a minimum of 20 mills. For purposes of the computation, taxes collected in the current year resulting from property added to the tax assessment roll are excluded from the computation.

The rates are expressed in terms of mills (i.e., ten mills equal one cent). The combined tax rate to finance general governmental services, including the payment of principal and interest on long-term debt but exclusive of school bond and interest for the year ended September 30, 2019 was 43.00 mills or \$43.00 per \$1,000 of assessed valuation.

Property taxes at the fund level are recorded as receivables and deferred inflow of resources at the time the taxes are levied. Revenues are recognized as the related ad valorem taxes are collected including those collected 60 days after year-end. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with GAAP have been recognized as revenue.

B. General Sales Tax Revenues

The State levies a 7% sales tax on retail sales and remits 18.5% of the amount collected (within the corporate boundaries of the City of Gautier) back to the City monthly. General sales tax revenue reported in the General Fund was \$2,305,610.

Note 11 – Tax Abatements

In May of 2017, the City Council passed a Memorandum of Intent for a tax abatement to a developer through the Southern Mississippi Planning & Development District (SMPDD) Commercial Redevelopment Program. This program is subject to the requirements of GASB Statement #77. The program was authorized by the city council and is for a period of fifteen years. It provides the city remit 35% of the total verified sales tax increase to SMPDD, which in turn remits the proceeds to the developer. The payment to SMPDD for calendar year 19 sales tax was \$15,340, and for calendar year 18 sales tax was \$15,809.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 12 – Commitments and Contingencies

A. Risk Management

Claims and Judgments - The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Federal Grants - The city has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the City. No provision for any liability that may result has been recognized in the City's financial statements.

Litigation - The City is potentially a party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the City with respect to the potential proceedings. However, the City's legal counsel believes that any ultimate liability resulting from these lawsuits, if any, will not have a material adverse effect on the financial condition of the City.

B. Commitments

Contract for Operations of Water and Wastewater Systems – In November of 2013, the City entered into a ten-year contract with Clearwater Solutions, LLC for operation and maintenance of the City's water and sewer systems and utility billing of water and sewer systems. The fee under the contract is \$170,691/month for the year ended September 30, 2019. Annually, the amount shall be adjusted by the consumer price index by the U.S. Department of Labor Statistics. During the fiscal year ended September 30, 2019 the City paid a total of \$2,124,061 to Clearwater Solutions, LLC under this contract.

Contract for Operations of Solid Waste Collections – In August of 2018, the City signed a contract with Waste Pro of MS, Inc. for the operations of solid waste collections. The fee under the contract is \$16.83 per contractual unit per month. The only adjustment to the compensation rate is from a fluctuation in the number of units received. The contract term is through September 16, 2024. During the fiscal year ended September 30, 2019 the City paid a total of \$1,215,917 to Waste Pro of MS, Inc. under this contract.

Note 13 – Joint Venture

Joint Venture - The City of Gautier contracts with the Jackson County Utility Authority (the "Authority"), whereby the Authority picks up and disposes the City's solid waste and treats and disposes of the City's wastewater in compliance with water quality standards established by the Mississippi Air and Water Pollution Control law and the Federal Water Pollution Control Act.

The Authority provides for the operation and maintenance of the sewer treatment plants on a cost reimbursement basis. Pursuant to the terms of the agreement, the City is required to pay monthly costs of operations and maintenance directly associated with the treatment facilities and to share in the construction costs of the treatment facilities. The costs associated with this contract totaled \$2,217,587 for the year.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 13 – Joint Venture (continued)

As of the date of this report, the financial statements of the Jackson County Utility Authority had not been published; therefore, the following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2018:

CONDENSED STATEMENT OF NET POSITION

ASSETS AND DEFERRED OUTFLOWS

Current assets	\$ 3,757,905
Restricted assets	10,838,468
Investments	2,000,000
Capital assets, net	162,557,479
Deferred outflows	<u>1,180,745</u>
Total assets and deferred outflows	<u>180,334,597</u>

LIABILITIES AND DEFERRED INFLOWS

Current liabilities	6,240,471
Long-term liabilities	64,812,818
Deferred inflows	<u>301,079</u>
Total liabilities and deferred inflows	<u>71,354,368</u>

NET POSITION

108,980,229

**CONDENSED STATEMENT OF REVENUES AND EXPENSES AND
CHANGES IN NET POSITION**

Operating revenue	\$ 16,066,067
Operating expenses	(20,867,086)
Nonoperating revenues	130,319
Nonoperating expenditures	(1,353,220)
Capital grants and contributions	<u>1,052,846</u>
Change in net position	<u>\$ (4,971,074)</u>

The City's obligation to pay operational costs of the Authority is joint and several with the obligations of all other public agencies similarly contracting with the Authority. Whenever any public City shall default in the payment to the Authority of its respective payment, the Authority may adjust the contract sums of the remaining public agencies, which are not in default so as to increase their contract sums by a proportional amount.

A complete copy of the 2019 financial statements should be soon on file at the administrative offices of the Authority which are located at 11100 Highway 57, Vancleave, Mississippi 39565, or may be obtained by calling (228) 762-0119.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2019

Note 14 – Jointly Governed Organization

Jointly Governed Organization - On November 2, 1970, the City entered into an agreement with the Board of Trustees of the Jackson George Regional Library System, the City of Moss Point, City of Pascagoula, City of Ocean Springs, City of Lucedale, and the Board of Supervisors of Jackson County to mutually cooperate in securing a more economical public library system through combined resources, interests, materials and facilities to be known as the Jackson George Regional Library System. There are no specific monetary terms in the agreement and the City of Gautier has no equity interest in the organization. However, a budget is approved every year by the County Library Board, which stipulates the amount of funds needed from the participating municipalities and various other funding sources. The City contributed \$106,983 to the Library for the year ended September 30, 2019.

Note 15– Subsequent Events

Events that occur after the Statement of Net position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net position date require disclosure in the accompanying notes. Management of the City evaluated the activity of the City through July 24, 2020, (the date the financial statements were available to be issued) and determined the following noteworthy subsequent events.

On December 18, 2019, the City issued Combined Utility System Revenue Bonds, Series 2019, in the amount of \$6,000,000. Interest rates range from 2.5% to 3.375% for the Series 2019 bonds. The bonds mature in 2039. The bond issuance costs amounted to \$108,000.

In early 2020, an outbreak of the novel strain of coronavirus (COVID-19) emerged globally. As a result, there have been mandates from federal, state, and local authorities resulting in an overall decline in economic activity. The ultimate impact of COVID-19 on the financial performance of the City is not reasonably estimable at this time.

REQUIRED SUPPLEMENTARY INFORMATION

City of Gautier, Mississippi
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
Year Ended September 30, 2019

			Actual Budgetary Basis	Variances	
	Budgeted Amounts			Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Property taxes	\$ 5,089,378	5,089,378	5,196,895	-	107,517
General sales tax	2,235,000	2,235,000	2,301,396	-	66,396
Fines and forfeitures	510,000	510,000	512,012	-	2,012
Licenses and permits	97,000	97,000	108,150	-	11,150
Intergovernmental	994,684	1,167,644	1,331,485	172,960	163,841
Franchise fees	148,000	148,000	148,698	-	698
Investment earnings	2,200	2,200	88,029	-	85,829
Miscellaneous	113,500	153,265	186,003	39,765	32,738
Total revenues	9,189,762	9,402,487	9,872,668	212,725	470,181
Expenditures:					
General government:					
Personnel services	1,531,594	1,454,749	1,410,713	76,845	44,036
Supplies	50,600	56,075	28,584	(5,475)	27,491
Other services and charges	1,006,485	1,037,369	865,866	(30,884)	171,503
Capital outlay	19,700	21,230	18,459	(1,530)	2,771
Total general government	2,608,379	2,569,423	2,323,622	38,956	245,801
Public safety:					
Personnel services	5,280,747	5,290,747	5,120,719	(10,000)	170,028
Supplies	277,367	297,827	259,473	(20,460)	38,354
Other services and charges	269,670	276,670	241,459	(7,000)	35,211
Capital outlay	142,000	158,650	86,022	(16,650)	72,628
Total public safety	5,969,784	6,023,894	5,707,673	(54,110)	316,221
Public works:					
Personnel services	289,738	228,978	224,336	60,760	4,642
Supplies	19,900	91,900	44,152	(72,000)	47,748
Other services and charges	177,570	178,870	121,262	(1,300)	57,608
Capital outlay	45,000	45,000	10,762	-	34,238
Total public works	532,208	544,748	400,512	(12,540)	144,236
Culture and recreation					
Personnel services	357,355	358,355	352,812	(1,000)	5,543
Supplies	57,000	82,915	70,846	(25,915)	12,069
Other services and charges	86,250	88,070	63,707	(1,820)	24,363
Capital outlay	85,100	220,960	213,823	(135,860)	7,137
Total culture and recreation	585,705	750,300	701,188	(164,595)	49,112
Debt service	63,976	63,976	63,975	-	1
Total expenditures	9,760,052	9,952,341	9,196,970	(192,289)	755,371
Excess (deficiency) of revenues over expenditures	(570,290)	(549,854)	675,698	20,436	1,225,552

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund (continued)
Budget to Actual - (Prepared on the Budgetary Basis)
Year Ended September 30, 2019

	Budgeted Amounts		Actual Budgetary Basis	Variances	
				Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Other Financing Sources (Uses):					
Proceeds from capital leases	\$ 200,000	200,000	143,888	-	(56,112)
Transfers in	830,923	860,487	860,487	29,564	-
Transfers out	(830,452)	(880,452)	(880,402)	(50,000)	50
Total other financing sources and uses	<u>200,471</u>	<u>180,035</u>	<u>123,973</u>	<u>(20,436)</u>	<u>(56,062)</u>
Net Change in Fund Balance - Budget	<u>(369,819)</u>	<u>(369,819)</u>	799,671	-	1,169,490

Net Change in fund balance - Budget-Cash Basis		\$ 799,671
Revenues per Cash-basis Budget	10,877,043	
Additional accrued revenues	<u>35,151</u>	35,151
Revenues per Fund Financial Statements	<u>10,912,194</u>	
Expenditures per Cash-basis Budget	10,077,372	
Additional accrued expenses	<u>(50,034)</u>	50,034
Expenditures per Fund Financial Statement	<u>10,027,338</u>	
Net Change in fund balance - Fund Financials		<u>\$ 884,856</u>

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required
Supplementary Information-Budgetary Schedules
Year Ended September 30, 2019

A. Budgetary Information.

State statutes authorize the State Auditor to regulate the municipal budget process. Expenditures must be defined to the minimum level prescribed by the State Auditor. The State Auditor has set this level at the purpose level. Municipalities are prohibited from spending in excess of the lowest level adopted in the budget except for capital outlay, election expense and emergency warrants.

B. Basis of Presentation.

The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP Basis) and variances between the final budget and the actual amounts. The schedule is presented for the General Fund and each major Special Revenue Fund. The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) is a part of required supplemental information.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

- 1) Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
- 2) Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

D. Budgetary Data

The procedures used by the City in establishing budget are mandated by Mississippi State law. A brief summary of the City's policies for recording budgetary data in the financial statements are as follows:

- 1) Prior to August 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year beginning October 1. The operating budget includes proposed expenditures and the means of financing them.
- 2) Public hearings are conducted to obtain taxpayer comments.
- 3) No later than September 15, the budget is legally enacted through passage of a resolution.
- 4) Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary funds.
- 5) Budgets for the governmental and proprietary funds are adopted on a cash basis except for expenditures which include those paid within 30 days of the fiscal year end as required by state statute.

City of Gautier, Mississippi
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years*
Year Ended September 30, 2019
(UNAUDITED)

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
City's proportion of the net pension liability (asset)	0.072%	0.070%	0.070%	0.067%	0.067%
City's proportionate share of the net pension liability (asset)	\$ 12,666,221	11,643,082	11,636,376	11,967,873	10,356,879
City's covered payroll	\$ 5,048,760	4,516,635	4,502,222	4,269,283	4,199,035
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	250.88%	257.78%	258.46%	280.33%	246.65%
Plan fiduciary net position as a percentage of the total pension liability	61.59%	62.54%	61.49%	57.47%	61.70%

- * The amounts presented for each fiscal year were determined as of the measurement date of June 30 prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10-year trend is compiled, the City has only presented information for the years in which information is available.

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Schedule of the City's Contributions
Last 10 Fiscal Years*
Year Ended September 30, 2019
(UNAUDITED)

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 756,838	722,163	713,359	681,575	658,899
Contributions in relation to the contractually required contribution	<u>756,838</u>	<u>722,163</u>	<u>713,359</u>	<u>681,575</u>	<u>658,899</u>
Contribution deficiency (excess)	\$ <u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
City's covered payroll	\$ 4,683,397	4,585,162	4,529,263	4,327,460	4,183,460
Contributions as a percentage of covered payroll	16.16%	15.75%	15.75%	15.75%	15.75%

- * This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10-year trend is compiled, the City has only presented information for the years in which information is available.

The notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required Supplementary Information
Pension Schedules
Year Ended September 30, 2019

Pension Schedules

A. *Changes in assumptions*

➤ 2019

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
 - For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
 - For males, 137% of male rates at all ages.
 - For females, 115% of female rates at all ages.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

➤ 2017

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022. Small adjustments were also made to the Mortality Table for disabled lives.
- The wage inflation assumption was reduced from 3.75% to 3.25%.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 6% to 7%.

➤ 2016

- The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

City of Gautier, Mississippi
Notes to the Required Supplementary Information
Pension Schedules
Year Ended September 30, 2019

Pension Schedules

A. Changes in assumptions (continued)

➤ 2015

- The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.
- The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.
- Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.
- The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

B. Changes in benefit provisions

➤ 2016

- Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

Methods and assumptions used in calculations of actuarially determined contributions

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2017 valuation for the June 30, 2019 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	36.6 years
Asset valuation method	5-year smoothed market
Price inflation	3.00 percent
Salary increase	3.25 percent to 18.50 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

SUPPLEMENTAL INFORMATION

City of Gautier, Mississippi
Schedule of Surety Bonds
(Required by the State of Mississippi)
Year Ended September 30, 2019

Position	Name	Amount
Mayor	Philip Henry Torjusen	\$ 100,000
Councilman	Adam Douglas Colledge	100,000
Councilman	Mary F Martin	100,000
Councilman	Cameron B George	100,000
Councilman	Richard Jackson	100,000
Councilman	Casey C Vaughan	100,000
Councilman	Charles Rusty Anderson	100,000
City Manager	Paula N Yancey	50,000
Police Chief	Dante L Elbin	50,000
City Clerk	Cynthia Russell	50,000
Comptroller	Teresa Montgomery	50,000
Asst Comptroller	Tara Tapper	50,000
Executive Asst	Emily Cumbest	50,000
Acctg/Personnel Clerk	Lekeisha Hill	50,000
Acctg/Personnel Clerk	Leoqueita Reddix	50,000
Administrative Clerk	Cora Floyd	50,000
Administrative Clerk	Rachel Honea	50,000
Administrative Clerk	Addie Bang	50,000
Administrative Clerk	Barbara Logan	50,000
Administrative Clerk	Brenda Greco	50,000
Purchasing Clerk	Sherry Farabee	50,000
Court Clerk	Michael Steward	50,000
Deputy Court Clerk	Bernadette Morrow	50,000
Records Clerk	Tina Hansen	50,000
Police	Daniel Selover	25,000
Dispatcher	Katherine Clifton	50,000
Dispatcher	Cameron Thigpen	50,000
Dispatcher	Susan Powell	50,000
Dispatcher	Jameika Henderson	50,000
Dispatcher	Danielle King	50,000
Dispatcher	Timothy Werner	50,000
Dispatcher	Brittany Worth	50,000
Dispatcher	Chasity McLendon	50,000
Dispatcher	Traci Webb	50,000
Park Attendant	Laquita Harris	50,000
Park Attendant	Kayla Ferreira	50,000
Park Attendant	Joan Craswell	50,000
Utility Services	Kim Sheppard	50,000
Utility Services	Darlene Brown	50,000
Utility Services	Debra Holmes	50,000
Utility Services	Melissa Chandler	50,000
Utility Services	Karen Kihyet	50,000
Utility Services	Summer Devine	50,000
Utility Services	Lauren Eshliman	50,000

SPECIAL REPORTS

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and
City Council
City of Gautier, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the City of Gautier, Mississippi's basic financial statements, and have issued our report thereon dated July 24, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Gautier, Mississippi's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Gautier, Mississippi's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Gautier, Mississippi's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

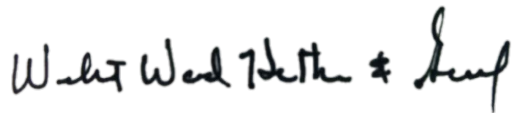
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Gautier, Mississippi's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

A handwritten signature in black ink that reads "Wright Ward Hatten & Guel". The signature is written in a cursive, flowing style.

Wright, Ward, Hatten & Guel
Gulfport, MS
July 24, 2020

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

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**LIMITED INTERNAL CONTROL AND COMPLIANCE REVIEW
MANAGEMENT REPORT**

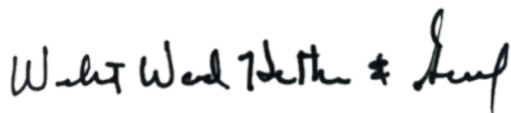
Honorable Mayor and
City Council
City of Gautier, Mississippi

In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2019, we considered the City of Gautier, Mississippi's internal control to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on internal control.

In addition, for areas not considered material to the City of Gautier, Mississippi's financial reporting, we have performed some additional limited internal control and state legal compliance review procedures as identified in the state legal compliance audit program issued by the Office of the State Auditor. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the City's compliance with these requirements. Accordingly, we do not express such an opinion. This report does not affect our report dated July 24, 2020, on the financial statements of the City of Gautier, Mississippi.

Although no findings came to our attention as a result of these review procedures and compliance tests, these procedures and tests cannot and do not provide absolute assurance that all state legal requirements have been complied with. Also, our consideration of the internal control would not necessarily disclose all matters within the internal control that might be weaknesses. In accordance with Section 7-7-211, Miss. Code Ann. (1972), the Office of the State Auditor, when deemed necessary, may conduct additional procedures and tests of transactions for this or other fiscal years to ensure compliance with legal requirements.

This report is intended solely for the information and use of management, the City Council and others within the entity, and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these parties. However, this report is a matter of public record and its distribution is not limited.



Wright, Ward, Hatten & Guel
Gulfport, MS
July 24, 2020

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs
September 30, 2019

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements:

- | | | |
|----|--|---------------|
| 1. | Type of auditor’s report issued on the financial statements: | Unmodified |
| 2. | Internal control over financial reporting: | |
| | a. Material weaknesses identified? | No |
| | b. Significant deficiencies identified? | None Reported |
| 3. | Noncompliance material to the financial statements noted? | No |

SECTION 2 – FINANCIAL STATEMENT FINDINGS

The results of our tests did not disclose any findings related to the financial statements that are required to be reported by *Government Auditing Standards*.

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

Council Meeting:
Title:

September 1, 2020
**Approval of an ordinance to abolish municipal
election commissioners in the City of Gautier, MS**

Introduced by:
Contact Person/Telephone

Josh Danos 497-8000

**Summary Explanation: Approval of an ordinance to abolish municipal election commissioners
in the City of Gautier, MS**

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:

ORDINANCE NO. ____

AN ORDINANCE TO ABOLISH MUNICIPAL ELECTION COMMISSIONERS IN THE CITY AND TO ESTABLISH THE CITY'S INTENT TO ENTER INTO AN AGREEMENT WITH JACKSON COUNTY TO HAVE THE COUNTY ELECTION COMMISSIONERS CONDUCT MUNICIPAL ELECTIONS AND OTHER FUNCTIONS PERFORMED BY MUNICIPAL ELECTION COMMISSIONERS FOR THE BENEFIT OF THE EFFICIENCY AND CONFORMITY OF ELECTIONS

WHEREAS, the City of Gautier, Mississippi, as a municipality having a population of less than twenty thousand (20,000), was mandated by Mississippi Code § 23-15-221(1) to appoint three (3) election commissioners;

WHEREAS, the City Council for the City of Gautier appointed three (3) election commissioners as required by statute;

WHEREAS, the City of Gautier, despite having an established election commission with three appointed commissioners, was authorized by law to contract with the Jackson County Election Commission to handle many, if not all, aspects of municipal elections;

WHEREAS, on July 1, 2017, an Amendment to Mississippi Code § 23-15-221 became effective, which mandated that any municipality desiring to avail itself of the provisions of the Mississippi Election Code (i.e., to utilize the county election commission) shall adopt an ordinance declaring its intention to enter into an agreement with the municipality's county to have the county election commissioners conduct municipal elections and other functions that are performed by municipal election commissioners for the benefit of the efficiency and conformity of elections;

WHEREAS, this Amendment has been interpreted by the Attorney General's office to compel all Cities desiring to use the county election commission, to adopt an Ordinance stating an intention to *solely* use the services of the county election commission; failure to do so will result in the Cities being required to conduct all municipal election functions without the assistance of the county election commission with regard to any aspect of a municipal election;

WHEREAS, the City Council appreciates the need for assistance and services provided by the Jackson County Election Commission for municipal elections, and therefore finds that entering into a Contract with Jackson County and/or the Jackson County Election Commission to conduct municipal elections and other functions performed by municipal election commissioners will benefit the City, and all of its citizens, by making the elections more efficient and in conformity with all other cities throughout the County.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION I

Chapter 20 of the Code of Ordinances is hereby created and titled “Abolition of Municipal Election Commissioners in the City of Gautier and Authority for County Election Commissioners to Conduct the Duties of Municipal Election Commissioners” and is to read as follows:

SECTION II

Article I, Section 20-1 shall be added to the Code of Ordinances and shall read as follows:

It is the City Council’s intent and desire to abolish the City of Gautier’s Municipal Election Commissioners and to authorize the Jackson County Election Commission to conduct the municipal election commissioner’s duties. By adoption of this Ordinance, it is the City’s intent to enter into an Agreement for Services with Jackson County and/or the Jackson County Election Commission for the Jackson County Election Commission to conduct municipal elections and other functions that are performed by municipal election commissioners, which will benefit the City, and all of its citizens, by making the elections more efficient and in conformity with all other cities throughout the County. As a result of this Ordinance, all current members of the municipal election commission are removed.

Pursuant to Mississippi Code § 23-15-221, the Jackson County Election Commissioners shall conduct all of the duties of the municipal election commissioners including, but not limited to:

- (a) Canvass the results of bond elections in a municipality;
- (b) Canvass the returns of special and general elections for mayor and councilmen and within five (5) days after any special or general election, deliver to each person receiving the highest number of votes a certificate of election;
- (c) Certify to the Secretary of State the name or names of the person or persons elected at special and general elections within ten (10) days after any special or general election;
- (d) Revise the primary pollbooks for municipalities at the time and in the manner and in accordance with the laws now fixed and in force for revising pollbooks, except they shall not remove from the pollbook any person who is qualified to participate in primary elections;
- (e) Print the pollbooks that are to be used in municipal elections;
- (f) Print and distribute the “official ballots”;
- (g) Perform the duties of poll managers in the event there is only one (1) election precinct in the municipality;
- (h) Perform any of the duties required of the municipal executive committee pursuant to Section 23-15-239 if the municipal executive committee has entered into a written agreement with the

municipal clerk or the municipal or county election commission that gives such authorization;

(i) Determine whether each party candidate in the municipal general election is a qualified elector of the municipality, and of the ward if the office sought is a ward office, whether each candidate either meets all other qualifications to hold the office he or she is seeking or presents absolute proof that he or she will, subject to no contingencies, meet all qualifications on or before the date of the general or special election at which he or she could be elected to office, and whether any candidate has been convicted of any felony in a court of this state, or has been convicted on or after December 8, 1992, of any offense in another state which is a felony under the laws of this state, or has been convicted of any felony in a federal court on or after December 8, 1992;

(j) Declare each candidate elected without opposition, if the candidate meets all the qualifications to hold the office as determined pursuant to a review by the commission in accordance with the provisions of subsection (i);

(k) Canvass the returns for municipal elections received from all voting precincts and within ten (10) days after the election, deliver to each person receiving the highest number of votes a certificate of election. If it shall appear that any two (2) or more of the candidates receiving the highest number of votes shall have received an equal number of votes, the election shall be decided by the toss of a coin or by lot, fairly and publicly drawn by the election commissioners;

(l) Transmit the statement provided in Section 23-15-611 to the Secretary of State certifying the name or names of the person or persons elected at municipal elections, and such person or persons shall be issued commissions by the Governor;

(m) Receiving the filed document by any person desiring to contest the qualifications of another person who has qualified pursuant to the provisions of Section 23-15-361 as a candidate for municipal office elected on the date designated by law for regular municipal elections that specifically sets forth the grounds of the challenge no later than thirty-one (31) days after the date of the first primary election set forth in Section 23-15-309; and

(n) Perform all other duties with respect to the municipal election prescribed by law.

SECTION III

Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION IV

It is hereby declared to be the intention of the City Council that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION V

This Ordinance shall take effect in the manner prescribed by law.

SECTION VI

That upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Gautier, Mississippi, and published in the manner prescribed by law.

SECTION VII

The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Gautier, Mississippi, as an addition thereto, and appropriately renumbered to conform to the uniform numbering system of the Code.

AYES:

NAYS:

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 1st day of September, 2020.

Phil Torjusen, Mayor

Attest: _____
City Clerk

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

Council Meeting:
Title:

September 1, 2020
Approval of an agreement between the City of
Gautier and Jackson County to have the County
election commissioners conduct municipal
elections

Introduced by:
Contact Person/Telephone

Josh Danos 497-8000

Summary Explanation: Approval of an agreement between the City of Gautier and Jackson County to have the County election commissioners conduct municipal elections

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: 000-2020

WHEREAS, the City of Gautier, Mississippi, (hereinafter referred to as "City") abolished its Municipal Election Commission by Ordinance dated _____, 2020; and

WHEREAS, by its Ordinance, the City declared its intention to enter into an Agreement for Services with Jackson County, Mississippi, to have the Jackson County Election Commission conduct municipal elections and other functions that are performed by municipal election commissioners; and

WHEREAS, the City and Jackson County desire to enter into an agreement, pursuant to Mississippi Code Section 23-15-221, authorizing the Jackson County Election Commissioners to conduct municipal elections as well as other duties authorized by statute; and

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 Jackson County to have the County election commissioners conduct municipal elections is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

**AGREEMENT BETWEEN CITY OF GAUTIER, MISSISSIPPI, AND
JACKSON COUNTY, MISSISSIPPI AUTHORIZING THE JACKSON
COUNTY ELECTION COMMISSIONERS TO CONDUCT ALL THE DUTIES
OF THE MUNICIPAL ELECTION COMMISSIONERS PURSUANT TO
SECTION**

23-15-221

WHEREAS, the City of Gautier, Mississippi, (hereinafter referred to as “City”) abolished its Municipal Election Commission by Ordinance dated _____, 2020; and

WHEREAS, by its Ordinance, the City declared its intention to enter into an Agreement for Services with Jackson County, Mississippi, (hereinafter referred to as “County”) to have the Jackson County Election Commission conduct municipal elections and other functions that are performed by municipal election commissioners; and

WHEREAS, the City and the County desire to enter into an agreement, pursuant to Mississippi Code Section 23-15-221, authorizing the Jackson County Election Commissioners to conduct municipal elections as well as other duties authorized by statute;

NOW THEREFORE IT IS HEREBY AGREED:

I.

The County authorizes the Jackson County Election Commissioners to do all things required of them pursuant to Section 23-15-221 to conduct all the duties of the municipal election commissioners including, but not limited to:

- (a) Canvass the results of bond elections in a municipality;
- (b) Canvass the returns of special and general elections for mayor and councilmen and within five (5) days after any special or general election, deliver to each person receiving the highest number of votes a certificate of election;
- (c) Certify to the Secretary of State the name or names of the person or persons elected at special and general elections within ten (10) days after any special or general election;
- (d) Revise the primary pollbooks for municipalities at the time and in the manner and in

accordance with the laws now fixed and in force for revising pollbooks, except they shall not remove from the pollbook any person who is qualified to participate in primary elections;

(e) Print the pollbooks that are to be used in municipal elections;

(f) Print and distribute the “official ballots”;

(g) Perform the duties of poll managers in the event there is only one (1) election precinct in the municipality;

(h) Perform any of the duties required of the municipal executive committee pursuant to Section 23-15-239 if the municipal executive committee has entered into a written agreement with the municipal clerk or the municipal or county election commission that gives such authorization;

(i) Determine whether each party candidate in the municipal general election is a qualified elector of the municipality, and of the ward if the office sought is a ward office, whether each candidate either meets all other qualifications to hold the office he or she is seeking or presents absolute proof that he or she will, subject to no contingencies, meet all qualifications on or before the date of the general or special election at which he or she could be elected to office, and whether any candidate has been convicted of any felony in a court of this state, or has been convicted on or after December 8, 1992, of any offense in another state which is a felony under the laws of this state, or has been convicted of any felony in a federal court on or after December 8, 1992;

(j) Declare each candidate elected without opposition, if the candidate meets all the qualifications to hold the office as determined pursuant to a review by the commission in accordance with the provisions of Section 23-15-221(3)(i);

(k) Canvass the returns for municipal elections received from all voting precincts and within ten (10) days after the election, deliver to each person receiving the highest number of votes a

certificate of election. If it shall appear that any two (2) or more of the candidates receiving the highest number of votes shall have received an equal number of votes, the election shall be decided by the toss of a coin or by lot, fairly and publicly drawn by the election commissioners;

(l) Transmit the statement provided in Section 23-15-611 to the Secretary of State certifying the name or names of the person or persons elected at municipal elections, and such person or persons shall be issued commissions by the Governor;

(m) Receiving the filed document by any person desiring to contest the qualifications of another person who has qualified pursuant to the provisions of Section 23-15-361 as a candidate for municipal office elected on the date designated by law for regular municipal elections that specifically sets forth the grounds of the challenge no later than thirty-one (31) days after the date of the first primary election set forth in Section 23-15-309; and

(n) Perform all other duties with respect to the municipal election prescribed by law.

II.

The County authorizes the Jackson County Election Commissioners to contract with the City, upon terms that are mutually agreeable to the City and the Jackson County Election Commissioners, to perform all the duties prescribed herein and by law, without further approval by the County.

III.

Either party may terminate this Agreement upon one hundred eighty (180) days written notice.

IV.

This Agreement will automatically renew annually unless terminated earlier, as provided herein.

V.

This Agreement may be amended at any time by upon the mutual consent of the parties.
Any Amendment shall be in writing and reflected upon the minutes of each party.

WITNESS the signatures of the duly authorized officers of the City and the County, this
the _____ day of _____, 2020.

CITY OF GAUTIER, MISSISSIPPI

By: _____
Mayor

ATTEST:

JACKSON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

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

Council Meeting:
Title:

September 1, 2020
Authorization to Acknowledge Bids and Award
Contract for the City Hall Water Well Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to Acknowledge Bids and Award Contract for the City Hall Water Well Project

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 000-2020

WHEREAS, the City of Gautier has requested bids for the City Hall Water Well Project; and

WHEREAS, sealed bids for this project were received from three contractors and were opened on August 5, 2020; and

WHEREAS, the lowest and best bidder was Thompson Brothers Drilling, Inc., with a bid of \$784,300.00; and

WHEREAS, the proper proposal documentation, including bid bond, is in order as required by the contract documents; and

WHEREAS, Waggoner Engineering, the project engineer, has tabulated the bids and recommends awarding the contract to Thompson Brothers Drilling, Inc. as the lowest and best bid; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to accept bids and authorize the award and execution of the contract with Thompson Brothers Drilling, Inc. for the City Hall Water Well Project in the amount of \$784,300.00; and

WHEREAS, the Mayor and Council Members hereby find that Thompson Brothers Drilling, Inc. has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Thompson Brothers Drilling, Inc., for the City Hall Water Well Project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: August 26, 2020
Subject: City Hall Water Well Contract Execution

REQUEST:

The Grants and Projects Department requests authorization to acknowledge receipt of three bids for the City Hall Water Well project and award and execute a contract with the low bidder, Thompson Brothers Drilling, Inc., in an amount not to exceed \$784,300.

BACKGROUND:

This water well will be installed behind City Hall and will be used to provide water capacity for the new water treatment plant being designed by Waggoner Engineering. The well is planned to provide 1,200 gallons per minute and will also have the capability to pump into the City's distribution system directly.

DISCUSSION:

On August 5, 2020, sealed proposals for the City Hall Water Well were received from three qualified contractors. The bidders were Thompson Brothers Drilling, Inc., Lyman Well Company, LLC, and Griner Drilling Service, Inc. The low bidder was Thompson Brothers Drilling, Inc. at \$784,300.

Waggoner Engineering reviewed the bids and recommends awarding the contract to Thompson Brothers Drilling.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of three bids for the City Hall Water Well project and award and execute a contract with the low bidder, Thompson Brothers Drilling, Inc., in an amount not to exceed \$784,300.

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter
2. Bid Tab
3. Contract

August 25, 2020

City of Gautier
3330 Highway 90
Gautier, MS 39553

ATTN: Paula Yancey
City Manager

RE: **RECOMMENDATION OF AWARD**
City Hall Water Well
WEI #W018019.002

Dear Ms. Yancey:

We are pleased to submit to you our conclusions and recommendations regarding award of the contract for the City Hall Water Well project. Bids were opened at City Hall on Wednesday, August 5, 2020 at 10:00 A.M. A copy of the Certified Tabulation of Bids is attached.

Three bids were submitted ranging in total amounts from \$784,300.00 to \$1,065,004.00. The low Bidder was Thompson Brothers Drilling, Inc. with a total bid amount of \$784,300.00. The proper proposal documentation, including bond, appears to be in order as required by the contract documents.

Therefore, we recommend that award of the contract be made to Thompson Brothers Drilling, Inc. in the amount of \$784,300.00.

Thank you for this opportunity to be of service to you.

Sincerely,



Brian G. Granger, P/E., BCEE
Senior Discipline Manager

BG/reg

Attachment

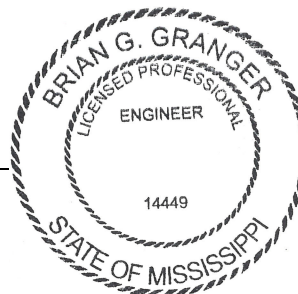
c: Phil Torjusen, Mayor, City of Gautier

TABULATION OF BIDS - WAGGONER ENGINEERING, INC.									
City of Gautier, Mississippi City Hall Water Well WEI Project No. 0018019.002				Thompson Brothers Drilling, Inc. 5410 Highway 11 N Ellisville, MS 39437 COR #21005-SC		Lyman Well Company, LLC 15456 Sub Ladner Road Gulfport, MS 39502 COR #10208-MC		Griner Drilling Service, Inc. P.O. Box 825 Columbia, MS 39429 COR #1837-MC	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization, Demobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 95,800.00	\$ 95,800.00
2	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 30,000.00	\$ 30,000.00	\$ 56,800.00	\$ 56,800.00
3	Erosion Control	LS	1	\$ 500.00	\$ 500.00	\$ 3,200.00	\$ 3,200.00	\$ 8,000.00	\$ 8,000.00
4	10" C900 PVC Water Main	LF	100	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00	\$ 28.00	\$ 2,800.00
5	10" Gate Valve and Box w/ Indicator Post	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00	\$ 7,000.00	\$ 14,000.00
6	10" x 10" Tapping Sleeve and Valve	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
7	12" x 10" Tapping Sleeve and Valve	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
8	16" Steel Casing (Bore & Jack)	LF	40	\$ 100.00	\$ 4,000.00	\$ 250.00	\$ 10,000.00	\$ 80.00	\$ 3,200.00
9	Ductile Iron Fittings	LBS	1,200	\$ 15.00	\$ 18,000.00	\$ 4.00	\$ 4,800.00	\$ 16.67	\$ 20,004.00
10	Test Hole (580')	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
11	Add/Deduct if Test Hole Depth is other than 580'	LF	1	\$ 100.00	XXXXXXX	\$ -	XXXXXXX	\$ 50.00	XXXXXXX
12	Test Well (580')	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 36,000.00	\$ 36,000.00
13	Add/Deduct if Test Well Depth is other than 580'	LF	1	\$ 100.00	XXXXXXX	\$ 20.00	XXXXXXX	\$ 75.00	XXXXXXX
14	Permanent Potable Well (1,200 gpm at 580')	LS	1	\$ 380,000.00	\$ 380,000.00	\$ 290,000.00	\$ 290,000.00	\$ 454,140.00	\$ 454,140.00
15	Add/Deduct if Permanent Well Depth is other than 580'	LF	1	\$ 350.00	XXXXXXX	\$ 100.00	XXXXXXX	\$ 100.00	XXXXXXX
16	Add/Deduct if Screen Length is other than 100'	LF	1	\$ 300.00	XXXXXXX	\$ 10.00	XXXXXXX	\$ 115.00	XXXXXXX
17	Above Ground Piping and Appurtenances	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 65,000.00	\$ 65,000.00
18	Site Improvements	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00
19	Bollards	EA	9	\$ 250.00	\$ 2,250.00	\$ 300.00	\$ 2,700.00	\$ 60.00	\$ 540.00
20	Fencing	LF	220	\$ 40.00	\$ 8,800.00	\$ 50.00	\$ 11,000.00	\$ 36.00	\$ 7,920.00
21	20' Double Gate	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00
22	5' Pedestrian Gate	EA	1	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00
23	Chemical Enclosures, Chemical Equipment, Piping and Appurtenances	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 50,000.00	\$ 50,000.00	\$ 37,000.00	\$ 37,000.00
24	Well Site: Electrical, Controls, & SCADA	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 82,000.00	\$ 82,000.00
25	Well Site Electrical Allowance: New Primary Service	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
26	Generator (300 kW)	EA	1	\$ 75,000.00	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00	\$ 91,000.00	\$ 91,000.00
TOTAL BID				\$ 784,300.00		\$ 791,000.00		\$ 1,065,004.00	

THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS
FOR THE CITY HALL WATER WELL PROJECT RECEIVED BY THE CITY OF GAUTIER
AT 10:00 AM ON AUGUST 5, 2020.

Brian Granger

CERTIFIED BY: Brian Granger, P.E., BCEE/Senior Discipline Manager



SECTION E

CONTRACT

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2020, by and between **GAUTIER, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **"CITY HALL WATER WELL"** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **210** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Performance Bond
 - F. Executed Payment Bond
 - G. NSPE General Conditions
 - H. Special Contract Provisions
 - I. DRAWINGS prepared by **Waggoner Engineering, Inc.** and dated **JUNE 2020**.
 - J. SPECIFICATIONS prepared or issued by **Waggoner Engineering, Inc.** and dated **JUNE 2020**.
 - K. ADDENDA:
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 500 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 500 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

11. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

GAUTIER, MISSISSIPPI, OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

***** END OF SECTION *****

SECTION I

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is *evidence* that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property

insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and

- c) be suited to the same use as that specified;

- 2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

- b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

- 3) will identify:

- a) all variations of the proposed substitute item from that specified, and

- b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay

applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
 - D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
 - E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
 - F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION J

PROJECT SUPPLEMENTAL GENERAL CONDITIONS

SECTION J
PROJECT SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS

Prepared for the City of Gautier

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the same meanings stated below, which are applicable to both the singular and plural thereof.

The Contractor's attention is directed to Division 1, GENERAL REQUIREMENTS, which contains other directions pertinent to the project.

SPECIFIC COMMENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.19. *Engineer* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.19:

Wherever in these Contract Documents the word "Engineer" or "E/A" or "A/E" appears, it shall be understood to mean the Engineer, Waggoner Engineering, Inc., and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

SC-1.01.A.29. *Owner* -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.29:

Whenever in these Contract Documents the word "Owner" appears, it shall be understood to mean the City of Gautier acting by and through their official minutes, and their authorized representatives.

SC-1.01.A.44. *Substantial Completion* – AMEND the language in the first sentence of Paragraph 1.01.A.44 to read as follows:

CHANGE the language from “in the opinion of Engineer,” to “in the opinion of the Engineer and Owner,”

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01.B *Evidence of Insurance* DELETE Paragraphs and 2.01.B in its entirety and INSERT the following in its place:

B. Before any Work at the Site is started, Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) .which Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.02 *Copies of Documents* AMEND the language in the first sentence in Paragraph 2.02.A to read as follows:

CHANGE the language from “up to ten” to “up to three unless otherwise noted in Article 4”.

SC-2.03 *Commencement of Contract Times; Notice to Proceed* DELETE the last sentence in its entirety.

SC-2.06.B *Preconstruction Conference; Designation of Authorized Representative* AMEND the language in the second sentence in Paragraph 2.06.B to read as follows:

“Contractor’s representative shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of Contractor. Owner’s representative is authorized to act as a liaison with respect to the Project.”

SC-2.07 Initial Acceptance of Schedules ADD the following new language at the end of Paragraph 2.07.A.2:

The requirements for specification Section 01300 - Submittals During Construction shall also be met prior to accepting the Schedule of Submittals.

SC-2.08 Narrative Report Outline ADD the following new paragraph immediately following Paragraph 2.07:

SC-2.08 A narrative report as outlined in Specification section 01311 shall be required and shall accompany all Payment Applications prior to approval.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03.A Reporting Discrepancies Add this sentence to the end of Paragraph 3.03A.1:

1. Even though Contractor is required to notify Engineer as to possible quantity differences, there shall be no price adjustment given to the Contractor as a result of any variation between the estimated quantities and the actual quantities necessary to complete the required work.

SC-3.03.B Resolving Discrepancies ADD the following new language at the end of this section:

- c. Whenever the Contract Documents contain contradictions or discrepancies within the document, the most costly means or method shall be applied.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01.A Availability of Lands DELETE the last sentence.

SC-4.01.B Availability of Lands DELETE this paragraph in its entirety.

SC-4.02 Subsurface and Physical Conditions DELETE Paragraph 4.02.A and Paragraph 4.02.B in their entirety and REPLACE 4.02A.1 and 4.02B.1 with the following:

- A.1. Subsurface data known to Owner at the time of considering said project may have changed as a result of weather conditions, regular marine traffic, incidental work within the area, expansion of marsh grasses and submerged aquatic vegetations, etc. Any such change or a combination of change could present different conditions thus have an impact on the quantity of dredge material necessary to complete the required work and comply with all permit requirements.
- B.1. Technical data is advisory only and Contractor is solely responsible for the accuracy of any data used for their field assessment and evaluation of site conditions of required work to be completed.

SC-4.02.C Site Surveys ADD the following new paragraph immediately after Paragraph 4.02.B:

- C. *Site Surveys:* Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 4.03.

SC-4.03.C.1 Possible Price and Times Adjustments DELETE Paragraph 4.03C Possible Price and Times Adjustments in its entirety and REPLACE with the following:

4.03C. Contractor may only be entitled to an adjustment in price or time due to abnormal weather conditions or other conditions when such claim is validated by Engineer. However, Contractor will not be entitled to increase in price due to any variations in estimated to completed dredge quantities.

SC-4.04.B.2 Underground Facilities; Not Shown or Indicated AMEND the language in the second sentence of paragraph 4.04.B.2 to read as follows:

CHANGE the language from “An equitable adjustment shall be made in the Contract Price...” to “An equitable adjustment may be made in the Contract Price...”.

SC-4.05 Reference Points AMEND the language in the second sentence of Paragraph 4.05.A to read as follows:

CHANGE the language from “without prior written approval of Owner” to “without prior written approval of Owner and Engineer”.

SC-4.06 Hazardous Environmental Conditions at Site DELETE Paragraphs 4.06.A and 4.06.B in their entirety and INSERT the following in their place:

- A. No reports or drawings of hazardous conditions at the site are known to the Owner or Engineer.
- B. Not used.

SC-4.06.G Hazardous Environmental Conditions at Site DELETE Paragraphs 4.06.G in its entirety.

SC-4.07 Site Investigation and Representation ADD the following new paragraph immediately after Paragraph 4.06:

SC-4.07 Site Investigation and Representation

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any affect the Work or the cost thereof under this Contract. The Contractor further acknowledges subject to conditions in Section 4.02 that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.03.B Certificates of Insurance DELETE Paragraph 5.03.B in its entirety.

SC-5.03 Certificates of Insurance ADD the following new paragraph immediately after Paragraph 5.03.E:

- F. The Contractor shall be required to submit a Certificate of Insurance with every pay application; or, no later than every thirty (30) days for the term of Contract. If an approved Certificate of Insurance is not included with the pay application, then it will be considered non-compliant with the Contract Documents and returned to the Contractor.

SC-5.04 Contractor's Liability Insurance ADD the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by Laws and Regulations:
1. Worker's Compensation, and related coverage under Paragraph 5.04.A.1 and A.2 of the General Conditions:
 - a. Statutory
 - b. Applicable Federal: Statutory (e.g. Longshoreman's)
 - c. Employer's Liability: \$100,000 or Statutory
 2. Contractor's General Liability under Paragraph 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate: \$ 1,000,000.00
 - b. Products- Completed \$ 1,000,000.00
Operations Aggregate
 - c. Personal and Advertising \$ 1,000,000.00
Injury
 - d. Each Occurrence (Bodily \$ 1,000,000.00
Injury and Property Damage)
 - e. Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - 1) General Aggregate \$ 1,000,000.00
 - 2) Each Occurrence \$ 1,000,000.00
 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:
Each Person \$ 1,000,000.00
Each Accident \$ 1,000,000.00
 - b. Property Damage:
Each Accident \$ 1,000,000.00
 - c. Combined Single:
Limit of \$ 1,000,000.00

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following:
 - a. Bodily Injury:

Each Person	\$ 1,000,000.00
-------------	-----------------
 - b. Property Damage:

Each Accident	\$ 1,000,000.00
Annual Aggregate	\$ 1,000,000.00
5. The list of names, other persons, or entities to be included on the policy as additional insured are as per Paragraph 5.11.

SC-5.06.A Property Insurance DELETE Paragraph 5.06.A in its entirety and INSERT the following in its place:

- A. When available, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.
 1. This insurance shall:
 - a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - b. in addition to the individuals and entities specified, include additional insured per Paragraph 5.11.
 - c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 - d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - e. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 - f. allow for partial utilization of the Work by Owner;
 - g. include testing and start up; and
 - h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
 2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B DELETE this article in its entirety.

SC-5.06.E DELETE this Paragraph in its entirety.

SC-5.07.A *Waiver of Rights* DELETE the third and fourth sentences in their entirety.

SC-5.07.B DELETE this Paragraph in its entirety.

SC-5.11 *Additional Insured* ADD the following new paragraph immediately after Paragraph 5.10.

SC- 5.11 *Additional Insured*

- A. Where applicable, all insurance policies shall name the Owner and Engineer as herein before defined as additional insured.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITY

SC-6.06 *Concerning Subcontractor’s, Suppliers, and Others* ADD a new paragraph immediately after Paragraph 6.06.G:

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.07.B *Patent Fees and Royalties* DELETE this paragraph in its entirety.

SC-6.12 *Record Documents* ADD a new paragraph immediately after Paragraph 6.12.A:

- B. Owner may withhold progress payments until record documents are properly updated. Final payment may not be made until all record documents are accepted in writing by Owner.

SC-6.17 *Shop Drawings and Samples* ADD the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for such time unless the need for such substitution is beyond the control of Contractor.

SC-6.19 *Contractor’s General Warranty* ~~Warranty~~ and *Guarantee* ADD the following new paragraph immediately after Paragraph 6.19.C:

- D. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one-year following Substantial Completion.

SC-6.20 *Indemnification* DELETE this article in its entirety and INSERT the following in its place:

- A. Contractor shall defend, indemnify and hold harmless Owner and Engineer, their agents, servants, employees, officers, directors, members, partners, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, (including but not limited to all fees and charges of engineers, architects, and attorneys and all court or other dispute resolution costs), with

respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Contractor under this Contract.

ARTICLE 7 – OTHER WORK AT SITE

SC-7.04 *Claims Between Contractors* ADD a new paragraph immediately after Paragraph 7.03:

SC-7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

SC-8.02 *Replacement of Engineer* AMEND the language of Paragraph 8.02.A to read as follows: INSERT "resignation or" immediately before "termination". DELETE "to whom Contractor makes no reasonable objection,".

SC-8.11 *Evidence of Financial Arrangements* Add the following new paragraph immediately after Paragraph 8.11.A:

- B. On request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfil the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 *Project Representative* AMEND the language in the second sentence of Paragraph 9.03.A to read as follows:

DELETE the language "the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in".

SC-9.07A *Determination for Unit Price Work* AMEND the language in the first sentence of Paragraph 9.07 to read as follows:

“Engineer will determine the actual quantities and classifications of completed Unit Price Work performed by Contractor.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the first sentence of Paragraph 9.08.B to read as follows:

“Engineer will, with reasonable promptness, render a written recommendation or decision on the issue referred.”

SC-9.08.B *Decisions on Requirements of Contract Documents and Acceptability of Work* AMEND the language in the last sentence of Paragraph 9.08.B to read as follows:

“The date of the Engineer’s recommendation / decision shall be the date it is rendered in writing and provided to both parties.”

SC-9.08.C *Decisions on Requirements of Contract Documents and Acceptability of Work* DELETE Paragraph 9.08.C in its entirety and INSERT the following in its place:

“Engineers written recommendation or decision on the issue referred is subject to the provision of Paragraph 10.05.”

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

C-10.05.A *Engineer’s Decision Required* DELETE the last sentence of Paragraph 10.05.A.

SC-10.05.C Item 1, REPLACE “deny” with “recommend denial of”. Item 2, REPLACE “approve” with “recommend approval of”.

SC-10.05.E DELETE Paragraph 10.05.E in its entirety and INSERT the following in its place:

“Owner or Contractor may invoke dispute resolution in Article 16 within 30 days of the engineer’s recommendation of denial or approval.”

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03.B Amend the language in the second sentence of Paragraph 11.03.B as follows:

“*Determinations* of actual quantities and classifications of completed Unit Price Work performed by the Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.”

SC-11.03.D DELETE Paragraph 11.03.D in its entirety and INSERT the following in its place:

- D. There shall be no increase in price due to a variation in actual dredge quantities from the estimated quantities and any variation shall be the sole responsibility of Contractor in formulation of his bid and shall include any possible variations from estimate.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT ITEMS

No Comment.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03.A ADD the following new sentence immediately after the first sentence of Paragraph 13.03.A:

Timely notice shall be as stated in the appropriate specification and no less than 24 hours prior to scheduling the Work.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.1 *Application for Payments* AMEND the language in the first sentence of Paragraph 14.02.A.1 to read as follows:

CHANGE the language from “At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application accompanied by such supporting documentation as is required by the Contract Documents.” to “On or before the 20th day of each month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed by the 15th of that month, accompanied by such supporting documentation as is required by the Contract Documents.”

SC-14.02.A.3 *Application for Payments* DELETE Paragraph 14.02.A.3 in its entirety and INSERT the following in its place:

3. The Owner will retain 5% of the amount of each estimate until final completion of the project. On monthly estimates subsequent to the first estimate submitted that includes invoices for stored materials for which payment to the Contractor has been made, there shall be a signed statement that the invoices have been paid by the Contractor.

The statement shall read as follows:

This is to certify that payment has been made for invoiced materials included in previous monthly estimate no. _____ thru _____.

Signed: _____

In the event that such statement is not furnished or the manufacturers or material suppliers notify the Owner in writing that they have not been paid for materials included on previous estimates, the Owner may reduce payment in accordance with Paragraph 14.02.

SC-14.02.C *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.02.C.1 to read as follows:

CHANGE the language from “Ten days after presentation of the Application for Payment to Owner,” to “Ten days after approval of the Application for Payment by Owner”.

SC-14.07.C.1 *Payment Becomes Due* AMEND the language in the first sentence of Paragraph 14.07.C.1 to read as follows:

CHANGE the language from “Thirty days” to “Sixty days”

SC-14.09.A.1 *Waiver of Claims* DELETE this article in its entirety.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

No comment.

SC-15.02.C Owner May Terminate for Cause DELETE the second sentence of Paragraph 15.02.C.

SC-15.02.D DELETE in its entirety.

SC-15.02.F DELETE in its entirety and REPLACE with: “The termination provisions of the Standard General Conditions of the Construction Contract and the Supplementary Conditions of the Construction Contract shall supercede the termination procedures of any performance bond provided under the provisions of paragraph 5.01A.”

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 in its entirety and insert the following in its place:

SC-16.01 Meet to Confer and Negotiate

- A. Within 30 days of notice of Engineers recommended action under 10.05C3 or 10.05D, Owner or Contractor may give to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.
- D. If the Claim is not resolved by negotiation, Engineer’s action under Paragraph 10.05C or a denial pursuant to Paragraphs 10.05C3 or 10.05D may be submitted to a court of competent jurisdiction to be determined or the parties may agree to submit the claim to another dispute resolution process
- E. Nothing in this article shall be deemed to prohibit or interfere with the rights of the parties to file a court action where necessary to preserve their rights to proceed with litigation.

ARTICLE 17 – MISCELLANEOUS

SC-17.05 Controlling Law DELETE Paragraph 17.05.A in its entirety and INSERT the following in its place:

- A. The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of Mississippi. Wherever applicable, each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.
- B. This Contract shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by one of the parties.

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

Council Meeting:
Title:

September 1, 2020
Approval of Amendment #1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Approval of Amendment #1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park for an amount not to exceed \$100,000.00.

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 000-2020

WHEREAS, the City entered into a professional services agreement with Heflin Engineering in April 16, 2019 for work at Bacot Park to provide geotechnical investigation, conceptual, preliminary, and final design phase of the project; and

WHEREAS, Amendment No. 1 would include bidding, contracting, and construction phase services; and

WHEREAS, the engineer's fee for bidding, contracting and construction phase shall be calculated as 4% of actual construction cost with an amount that shall not exceed \$100,000.00 (\$2,500,000 x 4%) without prior approval by City Council; and

WHEREAS, the Mayor and Council Members hereby find that approval of Amendment No.1 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.1 to the professional services agreement with Heflin Engineering is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/26/2020
Subject: Bacot Park – Professional Services Agreement Amendment No. 1 with Heflin Engineering

REQUEST:

The Grants and Projects Department requests City Council approval of Amendment No. 1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park not to exceed \$100,000 (the final cost will be a percentage of the construction total).

BACKGROUND:

To attract more community and recreational activities at Bacot Park, upgrades to the facilities are needed. Existing amenities in the park include a football field, baseball fields, multi-purpose fields, concession stand, restrooms, pavilion, splash pad, and playground. Many of these amenities are no longer able to be utilized and need repair or demolition. Master plan amenities are anticipated to include:

- Organized sports fields/courts (baseball, football, basketball)
- Children's play area
- Walking track
- Covered, open-air basketball court
- Pavilion
- Parking
- Lighting and security
- Fencing

DISCUSSION:

In April 2019, the City of Gautier entered into a professional services agreement with Heflin Engineering for work at Bacot Park in an amount not to exceed \$128,500. Heflin was to provide the geotechnical investigation, conceptual, preliminary, and final design phase of the project. That original contract did not include any bidding, contracting, and construction phase services. This amendment would add those services needed now.

Amendment No. 1 would be for an amount not to exceed \$100,000. The engineer has designed a base bid project with an Opinion of Probable Cost (OPC) of \$1,500,000 plus additive alternates totaling up to \$2,500,000. The engineer's fee for bidding, contracting and construction phase shall be calculated as 4% of actual construction costs. This amount shall not exceed \$100,000 (\$2,500,000 x 4%) without prior approval by City Council.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Amendment No. 1 to the professional services agreement with Heflin Engineering for work associated with Bacot Park.

The City Council may:

- 1) Approve Amendment No. 1 to the professional services agreement with Heflin Engineering for the Bacot Park project as presented; or
- 2) Not approve Amendment No. 1 professional services agreement with Heflin Engineering for the Bacot Park project as presented.

ATTACHMENTS:

1. Amendment #1

CITY OF GAUTIER, MISSISSIPPI

AMENDMENT NO. 1

to

Agreement for Professional Services

* * * * *

WHEREAS, the City of Gautier (OWNER) and Heflin Engineering, Inc. (ENGINEER) entered into a Professional Services Agreement dated April 16, 2019, and

WHEREAS, the OWNER desires for the Engineer to provide Bidding, Contracting, and Construction Phase services for the Project,

THEREFORE, both parties mutually agree as follows:

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. Prepare and issue an Advertisement for Bids.
2. 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.
3. Maintain a list of planholders.
4. Prepare and issue addenda as necessary to provide clarification or responses to prospective bidders' requests for information.
5. 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.
6. Assemble and furnish five (5) sets of specifications and contract documents for execution by the OWNER and the contractor.
7. Conduct a pre-construction meeting with the OWNER and contractor.
8. Prepare a Notice to Proceed.
9. Review and approve, for conformance with the design concept, any necessary shop drawings furnished by the contractor.
10. 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.
11. Review the contractor's applications for payment and change orders and make

recommendations to the OWNER.

12. Upon completion of the Project, prepare a complete set of Record Drawings conforming to the information furnished to the ENGINEER by the contractor.
13. Upon completion of the Project, assist the OWNER with closeout of the construction contract.

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

TASK	ORIGINAL AMOUNT	AMEND #1 AMOUNT
Conceptual Design Phase	\$35,000	\$35,000
Preliminary Design Phase	\$45,000	\$45,000
Final Design Phase	\$40,000	\$40,000
Geotechnical Investigation	\$8,500	\$8,500
Bidding, Contracting & Construction Phase	TBD	See Note 1
Total	\$128,500	

Note 1: The ENGINEER has designed a Base Bid project with an Opinion of Probable Cost (OPC) of \$1,500,000 plus Additive Alternates totaling up to \$2,500,000. The ENGINEER's fee for Bidding, Contracting & Construction Phase shall be calculated as 4.0% of actual construction costs. This amount shall not exceed \$100,000 (\$2,500,000 x 4.0%) without prior approval by City Council.

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 "Bacot Park".

Date: _____

City of Gautier, Mississippi

Heflin Engineering, Inc.

By: _____

By:  _____

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

Council Meeting:
Title:

September 1, 2020
Authorization to Advertise for Bids for Bacot Park Improvements

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to Advertise for Bids for Bacot Park Improvements

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 000-2020

WHEREAS, the Bacot Park Improvements are intended to attract more community and recreational activities by providing the necessary upgrades to the facilities; and

WHEREAS, the project includes updating or creating organized sports fields, children's play area, walking track, open-air basketball court, pavilion, parking, lighting and security, and fencing; and

WHEREAS, the attached advertisement will run in the Sun Herald on September 4th and September 11th, with the bid opening on October 5, 2020; 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 Bacot Park Improvements.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants Administrator
Date: 8/26/2020
Subject: Authorization to Advertise for bid for Bacot Park Improvements

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for Bacot Park improvements.

BACKGROUND:

To attract more community and recreational activities at Bacot Park, upgrades to the facilities are needed. Existing amenities in the park include a football field, baseball fields, multi-purpose fields, concession stand, restrooms, pavilion, splash pad, and playground. Many of these amenities are no longer able to be utilized and need repair or demolition. Master plan amenities are anticipated to include:

- Organized sports fields/courts (baseball, football, basketball)
- Children's play area
- Walking track
- Covered, open-air basketball court
- Pavilion
- Parking
- Lighting and security
- Fencing

DISCUSSION:

If approved, this advertisement for bids will be published in the *Sun Herald* on September 4 and September 11, 2020. Bids will be opened at 11 a.m. on October 5, 2020.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve advertising for bid for the Bacot Park improvements.

The City Council may:

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

ATTACHMENTS:

1. Ad for Bids - Gautier Bacot Park

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 5, 2020; 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 a basketball pavilion, sports field improvements, playground, splash pad, building renovations, lighting, sidewalks, fencing, and other general park improvements to Bacot 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 \$150.00 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

September 4 & 11, 2020

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

Council Meeting:
Title:

**September 1, 2020
Approval of the 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 000-2020

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RETAIL STRATEGIES LLC	202828	09/01/2020	07/29/2020			8,750.00	
	Account Number 001-021-688	Description		Invoice #	Date	P.O.	Amount	
		CONSULTING SERVICES		401-3A	07/19/2020			8,750.00
001	CABLE ONE INC	202983	09/01/2020	08/14/2020			205.12	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		AUG 2020: #107718371		08012020	08/08/2020			205.12
001	CABLE ONE INC	202984	09/01/2020	08/14/2020			62.38	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		AUG CABLE BOX: #118476316		08012020	08/08/2020			62.38
001	CABLE ONE INC	202985	09/01/2020	08/14/2020			83.32	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		AUG 2020 SUBSTN: #107718827		08012020	08/08/2020			83.32
001	SBM REPORTING LLC	202986	09/01/2020	08/14/2020			175.00	
	Account Number 001-090-698	Description		Invoice #	Date	P.O.	Amount	
		08/06/20 PLANNING MTG		MB1127	08/13/2020			175.00
001	M & E FEED & SEED	202987	09/01/2020	08/14/2020			85.98	
	Account Number 001-100-514	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5442	07/24/2020			42.99
		DOG FOOD		5443	07/31/2020			42.99
001	AT&T GLOBAL NETWORK SERVS LLC	202999	09/01/2020	08/19/2020			229.64	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NCIC EQUIPMENT CHARGES		GH64912	08/01/2020			229.64
001	GOVERNMENT BRANDS SHARED SERVICES	203003	09/01/2020	08/19/2020			1,475.00	
	Account Number 001-010-698	Description		Invoice #	Date	P.O.	Amount	
		AUG 2020 COURT CHARGES		INV15043	08/01/2020			1,475.00
001	COMM-TECH SOLUTIONS INC	203018	09/01/2020	08/21/2020			75.00	
	Account Number 001-100-639	Description		Invoice #	Date	P.O.	Amount	
		REPR WIRELESS INTERNET ACCESS		16655	08/17/2020			75.00
001	MS PRESS	203019	09/01/2020	08/21/2020			348.00	
	Account Number 001-040-559	Description		Invoice #	Date	P.O.	Amount	
		52 WEEK RENEWAL		2185051	09/02/2020			348.00
001	FUELMAN	203020	09/01/2020	08/21/2020			2,035.01	
	Account Number 001-090-525	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		BG224250	08/17/2020			60.53
	001-161-525	UNL FUEL		BG224250	08/17/2020			1,630.01
	001-170-525	UNL&DSL FUEL		BG224250	08/17/2020			193.27
	001-205-525	UNL FUEL		BG224250	08/17/2020			114.31
		UNL&DSL FUEL		BG224250	08/17/2020			36.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	203029	09/01/2020	08/25/2020			3,178.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	08/14/2020			3,178.51
001	AT&T	203030	09/01/2020	08/25/2020			280.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	08/14/2020			280.40
001	AT&T	203031	09/01/2020	08/25/2020			165.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	08/14/2020			165.59
001	AT&T	203032	09/01/2020	08/25/2020			36.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	08/14/2020			36.05
001	C SPIRE WIRELESS	203035	09/01/2020	08/25/2020			560.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	07/12/2020			560.03
001	AUTOZONE INC	203038	09/01/2020	08/25/2020			22.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	HALOGEN BULB (3): REC TRUCK		4907781500	07/09/2020			22.17
001	ALABAMA MEDIA GROUP	203041	09/01/2020	08/25/2020			21.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	ADOPTED ORDINANCE #251-2020		0009690537	08/09/2020	200899		21.96
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	203042	09/01/2020	08/25/2020			191.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	PO-EL 101 TEST (7)		56053N4Y6C	06/30/2020	200793		99.75
	001-022-660	ADMIN FEE		56053N4Y6C	06/30/2020	200793		92.15
001	MID SOUTH UNIFORM & SUPPLY INC	203043	09/01/2020	08/25/2020			933.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY SS SHIRT (9)		607940	08/17/2020	200905		422.10
	001-100-535	NAVY PANT W/GOLD STRIPE (9)		607940	08/17/2020	200905		412.56
	001-100-535	SEW ON PATCHES (18)		607940	08/17/2020	200905		18.00
	001-100-535	NAVY BRAID (9)		607940	08/17/2020	200905		38.25
	001-100-535	OLD GOLD BRAID (9)		607940	08/17/2020	200905		42.75
001	SUNBELT FIRE INC	203044	09/01/2020	08/25/2020			475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	ICM TX REPR: PASS ALARM		325019	08/13/2020	200894		475.00
001	PRECISION DELTA CORPORATION	203045	09/01/2020	08/25/2020			622.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	40 S&W 180 GR JHP 500 RD (3)		17324	08/14/2020	200850		477.75
	001-100-559	9MM 147 GR JHP RANGER 500 RD		17324	08/14/2020	200850		144.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS TOOL SUPPLY	203049	09/01/2020	08/25/2020			963.41	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ORANGE GLOVE B-105790 (10)	6809900	08/10/2020	200886		37.60	
	001-100-559	REFL LIME RAINCOAT 49" (6)	6809900	08/10/2020	200886		257.70	
	001-100-559	REFL LIME RAINCOAT 49" (11)	6809900	08/10/2020	200886		472.45	
	001-100-559	FREIGHT	6809900	08/10/2020	200886		24.15	
	001-100-559	LIME PUBLIC SAFETY VEST (6)	6809901	08/13/2020	200886		160.50	
	001-100-559	FREIGHT	6809901	08/13/2020	200886		11.01	
001	PRO-LOCK LOCKSMITH SERVICE	203050	09/01/2020	08/25/2020			85.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	SERV CALL-REKEY DOOR: POL DEPT	54071	08/10/2020	200907		85.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	203051	09/01/2020	08/25/2020			935.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-045-500	POST-IT FLAGS 4PK	3453297546	08/05/2020	200892		3.93	
	001-045-500	LEXMARK CS417 BLK TONER	3453297546	08/05/2020	200892		135.95	
	001-045-500	LEXMARK CS417 MAG TONER	3453297546	08/05/2020	200892		103.22	
	001-022-500	TAB PRESSBOARD FOLDERS BX (2)	3453297546	08/05/2020	200892		75.86	
	001-022-500	HP 950XL/951 4PK	3453297546	08/05/2020	200892		89.22	
	001-022-500	HP 951XL CYAN CARTRIDGE	3453297546	08/05/2020	200892		26.59	
	001-022-500	9X12 CLASP ENVELOPES 100BX	3453297546	08/05/2020	200892		6.91	
	001-090-500	5-TAB LEGAL FOLDER 25BX	3453414152	08/07/2020	200898		18.69	
	001-090-500	FILE FOLDERS LEGAL 100BX	3453414152	08/07/2020	200898		31.04	
	001-090-500	CARBONLESS RECEIPT BOOK	3453414152	08/07/2020	200898		6.48	
	001-090-500	DURACELL AA BATTERIES 24PK	3453414152	08/07/2020	200898		15.10	
	001-090-500	DURACELL AAA BATTERIES 24PK	3453414152	08/07/2020	200898		15.10	
	001-090-500	3PK HP305A BLK TONER	3454004088	08/15/2020	200920		143.00	
	001-090-500	3PK HP305A C/M/Y TONER	3454004088	08/15/2020	200920		264.43	
001	G & O SUPPLY CO, INC	203053	09/01/2020	08/25/2020			530.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	12X20 HDPE (80)	ZZZ670	08/14/2020	200914		507.20	
	001-201-576	12" SPLIT COUPLER (2)	G12670	08/14/2020	200914		23.20	
001	MUNICIPAL EMERGENCY SERVICES INC	203055	09/01/2020	08/25/2020			1,605.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	HURST EXL EDRAULIC BATT (3)	IN1475437	07/08/2020	200785		1,605.00	
001	FUELMAN	203059	09/01/2020	08/26/2020			2,180.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP58720324	08/24/2020			80.42	
	001-100-525	UNL FUEL	NP58720324	08/24/2020			1,422.82	
	001-161-525	UNL & DSL FUEL	NP58720324	08/24/2020			357.16	
	001-170-525	UNL & DSL FUEL	NP58720324	08/24/2020			248.56	
	001-205-525	UNL FUEL	NP58720324	08/24/2020			71.92	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	203068	09/01/2020	08/26/2020			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/VACCS/MEDS:TESS		224349	08/15/2020			250.00
001	JACKSON COUNTY CHANCERY CLERK	203069	09/01/2020	08/26/2020			124.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	PLAT FEES DUE		5026	08/13/2020			124.00
001	JACKSON COUNTY BOARD OF SUPERVISORS	203070	09/01/2020	08/26/2020			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-740	2009 JEEP CHEROKEE 31091		056038	07/07/2020			10.00
	001-170-702	2009 KUBOTA EXCAVATOR		056053	07/07/2020			10.00
	001-170-702	2010 KUBOTA EXCAVATOR		061303	07/21/2020			10.00
	001-170-702	2003 JD FRONT BUCKET TRACTOR		056084	07/21/2020			10.00
	001-170-740	2004 FORD F250 TRUCK 37193		050837	07/21/2020			10.00
FUND TOTAL	1 Claims	to	Checks	31 Total	26,735.98 Manual	Held	Total	26,735.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AUDIOWAVE INC	203057	09/01/2020	08/25/2020			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	PB 400 PUSH BUMPER: U #12557		A52334	08/17/2020	200845	280.00	
	156-100-799	SHIPPING		A52334	08/17/2020	200845	70.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	350.00 Manual		Held	Total	350.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	203000	09/01/2020	08/19/2020			73.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	AUG 2020: SSP INTERNET		285615432	08/11/2020			73.45
176	AD2 INC	203004	09/01/2020	08/19/2020			501.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE AUG 2020		3661	08/17/2020			36.50
	176-170-699	SHOPPING CART		3661	08/17/2020			115.00
	176-170-699	WEB SITE MAINT:7/15-8/1/2020		3661	08/17/2020			350.00
176	AT&T	203033	09/01/2020	08/25/2020			179.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	08/14/2020			179.04
176	FUELMAN	203060	09/01/2020	08/26/2020			28.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP58720324	08/24/2020			28.87
FUND TOTAL 176 Claims	to	Checks	4 Total	782.86	Manual	Held	Total	782.86

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	203064	09/01/2020	08/26/2020			57,980.00	
		Description FINAL DESIGN		Invoice # 7713	Date 08/24/2020	P.O.	Amount	
							57,980.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	57,980.00	Manual	Held	Total	57,980.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	SEYMOUR ENGINEERING PLLC Account Number 360-726-787	203063	09/01/2020	08/26/2020			5,000.00	
		Description		Invoice #	Date	P.O.	Amount	
		MDEQ PROJECT MANAGER 90%		7712	08/24/2020		5,000.00	
FUND TOTAL 360 Claims	to	Checks	1 Total	5,000.00	Manual	Held	Total	5,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	203002	09/01/2020	08/19/2020			286.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284972276	08/06/2020				286.62
400	2018-2019 BOND DEBT SERVICE FUND	203007	09/01/2020	08/24/2020			18,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	SEP 2020: 2018 BOND DS	09012020	09/01/2020				18,000.00
400	2018-2019 BOND DEBT SERVICE FUND	203008	09/01/2020	08/24/2020			34,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	SEP 2020: 2019 BOND DS	09012020	09/01/2020				34,000.00
400	CITY OF GAUTIER	203009	09/01/2020	08/24/2020			132,874.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	JUL 2020 GARBAGE PMTS	07312020	07/31/2020				132,874.73
400	CITY OF GAUTIER	203010	09/01/2020	08/24/2020			347,654.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-985	BUDGETED TRX: ADMIN/OP COSTS	08312020	08/31/2020				347,654.00
400	CITY OF GAUTIER	203013	09/01/2020	08/24/2020			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-680-821	ST LNS #3 90/57 SWR	08102020	08/10/2020				7,877.45
	400-680-822	ST LNS #4 90/57 WTR	08102020	08/10/2020				10,948.67
	400-680-822	ST LNS #4 90/57 SWR	08102020	08/10/2020				9,019.22
	400-680-823	ST LNS #5 ALLEN RD	08102020	08/10/2020				2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR	08102020	08/10/2020				3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR	08102020	08/10/2020				9,665.99
400	FUELMAN	203021	09/01/2020	08/21/2020			50.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	BG224250	08/17/2020				50.76
400	AT&T	203034	09/01/2020	08/25/2020			248.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284975234	08/14/2020				248.05
400	SINGING RIVER ELECTRIC COOPERATIVE	203036	09/01/2020	08/25/2020			2,244.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STATIONS 20649	08152020	08/24/2020				835.34
	400-651-631	LIFT STATIONS 28779	08152020	08/24/2020				87.50
	400-651-631	SCHOONER WELL 20688	08122020	08/20/2020				1,089.81
	400-651-631	LIFT STATIONS 20688	08122020	08/20/2020				231.70
400	SINGING RIVER ELECTRIC COOPERATIVE	203037	09/01/2020	08/25/2020			25.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	CARTER RD WTR TANK 109812001	08152020	08/24/2020				25.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY	203046	09/01/2020	08/25/2020			1,492.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	4 CI PLA X 2 CI CPLG (6)	4428849-00	08/18/2020	200788		43.86	
	400-651-581	6" FLANGE PACK W/RED GASKET(2)	4428849-00	08/18/2020	200788		22.96	
	400-651-583	6" 3034 PVC SW FEMALE ADAPT(6)	4428849-00	08/18/2020	200788		79.44	
	400-651-581	2 SCH 40 PVC SXS 90 ELL (12)	4428849-00	08/18/2020	200788		10.32	
	400-651-581	1-1/4 SCH 40 PVC M-ADAPT (12)	4428849-00	08/18/2020	200788		3.72	
	400-651-581	NL 1 CTS PJXMIP CPLG (24)	4428849-00	08/18/2020	200788		493.44	
	400-651-581	2"X20' SDR21 PVC GASKET 200FT	4428849-00	08/18/2020	200788		108.00	
	400-651-581	2 PVC S40 BE PIPE 200FT	4428849-00	08/18/2020	200788		122.00	
	400-651-583	4" SDR26 PVC GASKET PIPE 200FT	4428849-00	08/18/2020	200788		254.00	
	400-651-581	2-1/2 PVC S40 BE PIPE 40FT	4428849-00	08/18/2020	200788		40.00	
	400-651-581	MISSION ARC CLAMPS (12)	4466867000	08/14/2020	200834		315.24	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	203048	09/01/2020	08/25/2020			4,732.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	1.5HP 1800 RPM SUB PUMP (2)	44481	08/12/2020	200903		4,732.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	203052	09/01/2020	08/25/2020			109.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-559	VIEWSONIC 24" LED MONITOR	3453414153	08/07/2020	200859		109.99	
400	MUSCO-GULFPORT 1227	203054	09/01/2020	08/25/2020			1,890.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1" WIRE SSM METER USG (6)	0678633	08/18/2020	200911		1,890.00	
400	LYMAN WELL COMPANY	203056	09/01/2020	08/25/2020			3,600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	FLOW TEST: MALL WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: OFC WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: BEASLEY WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: WESTGATE WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: HONDURAS WELL	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: LARK WELL #1	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: LARK WELL #2	20041	08/10/2020	200889		400.00	
	400-651-581	FLOW TEST: HWY 57 WELL	20041	08/10/2020	200889		400.00	
	400-651-581	PULL MOTOR: MALL WELL	20042	08/10/2020	200888		400.00	
400	FUELMAN	203061	09/01/2020	08/26/2020			171.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP58720324	08/24/2020			171.49	
400	SEYMOUR ENGINEERING PLLC	203062	09/01/2020	08/26/2020			1,453.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	UTILITY PLAN: MALL PROPERTY	7714	08/24/2020			1,368.75	
	400-650-603	ELECTRICAL ISSUE:STONEGATE LS	7714	08/24/2020			85.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	203065	09/01/2020	08/26/2020			55.00	
	Account Number 400-651-698	Description		Invoice #	Date	P.O.	Amount	
		TEST WATER: SUSP SOLIDS		2005467000	06/02/2020			55.00
400	ARISTA INFORMATION SYSTEMS INC	203066	09/01/2020	08/26/2020			3,638.40	
	Account Number 400-650-698	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2020 STATEMENTS		30228	08/14/2020			1,138.40
		JUL 2020 POSTAGE		1425202008	08/14/2020			2,500.00
400	MISSION COMMUNICATIONS LLC	203067	09/01/2020	08/26/2020			1,737.00	
	Account Number 400-651-698	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES PS		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: RUE ST DENIS PS		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: PAT DR PS		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: CAMINO GRANDE		1043482	08/06/2020			347.40
	400-651-698	RENEWAL: CITY PARK PS		1043482	08/02/2020			347.40
FUND TOTAL 400 Claims		Checks	20 Total	597,692.08	Manual	Held	Total	597,692.08

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

September 1, 2020
Authorization is requested for retiring Police Captain Casey Baxter to purchase his duty weapon for \$1.00.

Introduced by:
Contact Person/Telephone

Danny Selover 497-8099

Summary Explanation: Authorization for retiring Police Captain Casey Baxter to purchase his duty weapon, in accordance with Mississippi State Law (45-9-131), a Glock, Gen4, 40 caliber pistol, serial #BLTX860 in the amount of \$1.00.

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 000-2020

WHEREAS, Captain Casey Baxter has made the decision to retire after serving the citizens of Gautier, Mississippi since 2002; and

WHEREAS, Captain Baxter wishes to purchase his duty weapon in accordance with Miss. Code Ann. 45-9-131 for the amount of \$1.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that retiring Police Captain Casey Baxter, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, Serial #BLTX860.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Gen4, 40 caliber pistol, serial #BLTX860 from the City's master inventory register.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 8/17/2020
Subject: Authorization is requested for retiring Police Captain Casey Baxter to purchase his duty weapon for \$1.00

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Captain Casey Baxter to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, serial number BLTX860.

BACKGROUND:

In past years, the Mayor and City Council have approved the purchase of duty weapons by retiring officers for the amount of \$1.00

DISCUSSION:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request of retired Police Captain Casey Baxter to purchase his duty weapon for the sum of \$1.00 and remove this weapon from the City of Gautier's master inventory, inventory control # 3091.

ATTACHMENTS:

1. 617558834
2. 617558850
3. removal of inventory 8-17-20
4. state law retired firearm

CITY OF GAUTIER

TO: GAUTIER CITY COUNCIL

FROM: Danny Selover

DATE: _____

RE: REMOVAL OF INVENTORY

Please remove the following items from our inventory:

Asset Number: 3091 Department: Police

Description: Glock 40 cal duty weapon

Serial No: BLTX860 Model No: Gen 4, 40 caliber

Reason: (Circle One)

Stolen, Lost, Surplus, Damaged

Retiring Captain Casey Baxter

NOTE: Please provide a copy of this form to the purchasing clerk.


(Authorized Signature)

8-17-20
(Date)

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**Miss. Code Ann. § 45-9-131** (Copy w/ Cite)

Pages: 2

Miss. Code Ann. § 45-9-131

MISSISSIPPI CODE of 1972 ANNOTATED
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*** Current through HB 32, 342, 524, 669, 686, 883, 1125, and 1321, and SB 2448, 2647 and 2835, 2017 Regular Session, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication. The final official version of the statutes affected by 2017 legislation will appear on Lexis.com and Lexis Advance in September 2017. ***

TITLE 45. PUBLIC SAFETY AND GOOD ORDER
 CHAPTER 9. WEAPONS
 PURCHASE OF SIDEARMS BY RETIRING LAW ENFORCEMENT PERSONNEL

Miss. Code Ann. § 45-9-131 (2017)

§ 45-9-131. Purchase of sidearm by retiring law enforcement officer or spouse of law enforcement officer killed in line of duty

Upon approval of the governing authority of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or the spouse of a law enforcement officer who is killed in the line of duty may be allowed to purchase as his or her personal property one (1) sidearm which was issued to the law enforcement officer by the law enforcement agency from which he or she retired or by whom he or she was employed at the time of death. The governing authority of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency or the spouse of the law enforcement officer.

HISTORY: SOURCES: Laws, 1995, ch. 462, § 1; Laws, 2013, ch. 381, § 1, eff from and after passage (approved Mar. 20, 2013.)

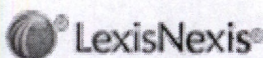
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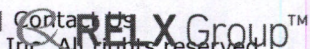
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**Miss. Code Ann. § 45-9-131** (Copy w/ Cite)

Pages: 2



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CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 1, 2020
Approval of minutes from Recessed Council Meeting
held August 18, 2020 and Recessed Council Meeting
held August 20, 2020.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Recessed Council Meeting held August 18, 2020 and Recessed Council Meeting held August 20, 2020.

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 000-2020

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 the Recessed Council Meeting held August 18, 2020 and Recessed Council Meeting held August 20, 2020 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

Tuesday
August 18, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 18, 2020 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, Adam Colledge. Also present was Josh Danos, City Attorney and other concerned citizens. Present by teleconference were Paula Yancey, City Manager and Cynthia Russell, City Clerk.

REVISED - AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 18, 2020 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Offices closed September 7, 2020 in observance of Labor Day

IV. Presentation Agenda

1. Proclamation Declaring Airbag Recall Repair Month

V. Business Agenda

1. Authorization to amend the Comprehensive Fee Schedule to add a \$25.00 registration fee for the golf cart and low speed vehicle application

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Discuss and Select Municipal Depositories for FY 2020-2021

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Approval of Services Agreement with EvoArmor, LLC to disinfect City Buildings and City vehicles**

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

4. **Approval of combination of positions (City Clerk and Comptroller) on Revised Schedule of Authorized Positions**

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

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

1. **Approval of minutes from Regular Council Meeting held August 4, 2020**
2. **Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19**
3. **Receive July 2020 Privilege License Report**
4. **Approval of a Business Service Agreement with Sparklight for Shepard State Park**
5. **Approval of water and sewer adjustments dated August 2020 in the amount of \$12,949.29**
6. **Approval of Amendment 1 to the Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services**

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 August 20, 2020 at 6:00 pm

www.gautier-ms.gov

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

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

1. Add Consent Agenda Item #6 – Approval of Amendment 1 to the Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services
2. Correct the request to Recess to August 20, 2020 at 6:00 pm
3. Move Business Agenda Item #3 to the Recess meeting on August 20th – Approval of Services Agreement with EvoArmor, LLC to disinfect City Buildings and City vehicle
4. Add to announcements:
 - Farmers Market will be on August 27th from 2:00-6:00pm at the Singing River Mall Property
 - Outdoor Movie Night, featuring Abominable will be August 28th at 8:00 pm at the Singing River Mall Property.

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

Announcements

None

Presentation

None

STATE HOLIDAYS

MISS. CODE ANN. § 3-3-7:

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

Holiday Proclamations from the Governor:

- New Year's Day (/Education-Publications/Pages/Proclamation-New-Years-Day.aspx)
- Independence Day -- July Fourth (/content/documents/ed_pubs/holidays/Proclamation_July42020.pdf)
- Veteran's Day -- November 11 (/content/documents/ed_pubs/holidays/Veteran%27s%20Day%202019%20Holiday%20Notice.pdf)
- Thanksgiving Day, Christmas Day, and New Year's Day (/content/documents/ed_pubs/holidays/Thanksgiving%20Christmas%20and%20New%20Year%27s%20Holidays%202019.pdf)

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

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

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

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

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

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

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

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi do hereby proclaim September 2020 as Airbag Recall Repair Month, and encourage all residents to do their part to increase safety and recall awareness in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 18th day of August 2020.



Phil Torjusen
Mayor of Gautier, Mississippi

Councilman Colledge made the motion to amend the Comprehensive Fee Schedule, as presented, to add a \$25.00 registration fee for the golf cart and low speed vehicle application. 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 406-2020

WHEREAS, on August 4, 2020, the City Council approved an Ordinance to allow the operation of golf carts and low-speed vehicles on certain public roads and streets within the City; and

WHEREAS, the cost for registration of such vehicles with the City will be \$25.00; and

WHEREAS, this fee represents administrative time and expenses associated with this process;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addition of a \$25.00 Registration Fee for golf carts and low speed vehicles to the Comprehensive Fee Schedule is hereby authorized.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: August 12, 2020

Subject: Authorization to amend the Comprehensive Fee Schedule to add a \$25.00 registration fee for golf carts/low speed vehicles

REQUEST:

The City Manager requests to amend the Comprehensive Fee Schedule to add a \$25.00 registration fee for golf carts/low speed vehicles

BACKGROUND:

An ordinance was adopted by the Mayor and members of the Council on August 4, 2020 allowing the operation of Golf Carts and Low Speed vehicles on certain public roads and streets within the City of Gautier with registration requirements.

DISCUSSION:

The cost for registration will be \$25.00 and will be deposited into the municipal general fund. Upon registration, a decal will be provided that must be displayed in the left rear fender of the vehicle. The registration will remain valid, as long as the registering owner owns the low speed vehicle or golf cart.

RECOMMENDATION:

The City Manager recommends that the City Council approve to amend the Comprehensive Fee Schedule to add a \$25.00 registration fee for golf carts/low speed vehicles

The Council May:

1. Approve to amend the Comprehensive Fee Schedule to add a \$25.00 registration fee for golf carts/low speed vehicles, or;
2. Not approve to amend the Comprehensive Fee Schedule to add a \$25.00 registration fee for golf carts/low speed vehicles

ATTACHMENTS:

1. Revised Comprehensive Fee Schedule
2. Registration Application

City of Gautier Comprehensive Fee Schedule



Revised August 18, 2020

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BUILDING/PLANNING

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

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

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

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

	Zoning Change	Each	\$300.00	
	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Text Amendment	Each	\$250.00	
	Home Occupation	Each	\$125.00	
	Lot Split/Rearrangement (Minor)	Each	\$50.00	under 2.25 acres
	Lot Split/Rearrangement (Major)	Each	\$100.00	over 2.25 acres and/or 2 lots
	Subdivision of Land Process - Preliminary/Final	Each	\$100.00 + \$6 per lot	
	Other Public Hearing Requests	Each	\$100.00	

PARKS & RECREATION

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

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Archery Lane Use	per hour/ person	\$5.50	Must leave valid driver's license with park attendant until fee is paid upon leaving park.
	Park Pavilions	per day	\$35.00	
	Multi-purpose Field	per hour	\$6.00	
	Multi-purpose Field w/lights	per hour	\$12.00	
	CITY PROGRAM REGISTRATION FEES			
	Youth Football			
	Flag Football		\$70.00	
	Tackle Football		\$90.00	
	Youth Cheerleading		\$90.00	
	Youth Basketball		\$60.00	

CITY CLERK

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

PUBLIC WORKS/ UTILITIES

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

*Move without notice will forfeit deposit

II.	WATER CHARGE			
	Minimum Charge of 3000 Gallons or Less	residential	\$24.75	
	1000 Gallons Over the Minimum	residential	\$8.25	
	Minimum Charge of 3000 Gallons or Less	commercial	\$25.50	
	1000 Gallons Over the Minimum	commercial	\$8.50	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
III.	SEWER CHARGE			
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	residential	\$12.30	
	1000 Gallons Over the Minimum	residential	\$4.10	
	Wastewater Treatment Charge	residential	\$15.45	
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	commercial	\$18.75	
	1000 Gallons Over the Minimum	commercial	\$6.25	
	Wastewater Treatment Charge	commercial	\$15.45	
	1000 Gallons Over the Minimum (wastewater treatment)		\$5.15	
	Sewer Only (Residential) Monthly Charge		\$42.00	
	Sewer Only (Commerical) Monthly Charge		\$100.00	
IV.	GARBAGE CHARGE			
	1 st Cart		\$21.00	
	Cart Delivery Fee (After Initial Set-up)		\$15.00	
	Special pick-up (one lift)	small load	\$50.00	
	Special pick-up (one lift)	large load	\$100.00	
V.	MISCELLANEOUS FEES			
	Capacity Charge (depending on usage)			
	0 to 9,999 gallons monthly		\$0.00	
	10,000 to 19,999 gallons monthly		\$50.00	
	20,000 to 49,999 gallons monthly		\$150.00	
	50,000 to 99,999 gallons monthly		\$350.00	
	100,000 to 199,999 gallons monthly		\$750.00	
	200,000 to 249,999 gallons monthly		\$1,000.00	
	greater than 250,000 gallons monthly		\$1,500.00	
	Reconnect for Lock off		\$65.00	
	Returned Check Fee		\$50.00	
	Late Charge Fee		\$35.00	
	Connection Service Fee		\$50.00	
	Reconnect Fee for Temporary Disconnect		\$30.00	
	Temporary Disconnect		\$30.00	
	Lock off for Non-payment		\$30.00	
	Illegal connection and/or Theft of Utilities		\$600.00 plus associated fees	
	Sewer Cleanout/Cap Tampering Fee		\$100.00	
	Sewer Inspection Fee (customer caused issue)		\$100.00	
	Transfer Fee		\$45.00	
	After Hours Calls - Other		\$50.00	
	3/4" Irrigation Meter - tap		\$255.00	
	1" Irrigation Meter - tap		\$375.00	
	Meter Locks		\$25.00	
	Meter Box Tamper Fee		\$60.00	
	Meter Relocate Fee		\$100.00	
	Meter Reread Fee		\$30.00	
	Pool Fill (Meter Only)		\$100.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
VI.	TAP FEES (Includes Water & Sewer)			divide by half for water only or sewer only
	3/4" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1 1/2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	3" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	4" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	6" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	8" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost

POLICE DEPARTMENT

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

FINANCE DEPARTMENT COURT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
VI. I.	MUNICIPAL COURT FINES			
	IMPLIED CONSENT			
	DUI 1st offense		\$1,095.00	
	DUI 2nd offense		\$1,275.00	
	DUI 3rd offense		FELONY	
	DUI Drugs		\$1,095.00	
	ZERO TOLERANCE FOR MINORS			
	DUI 1st offense		\$575.00	
	DUI 2nd offense		\$825.00	
	TRAFFIC			
	following to close		\$172.00	
	handicap parking violation		\$250.00	
	improper parking		\$172.00	
	improper lane use		\$172.00	
	improper turn or failure to sign		\$172.00	
	improper passing		\$172.00	
	driving on wrong side of road		\$172.00	
	obstructing public street (obstruction of city street)		\$172.00	
	failure to chg. lanes-stopped emergency vehicle		\$343.00	
	pass stopped school bus		\$343.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	failure to yield blue lights/siren		\$343.00	
	failure to obey police/traffic		\$343.00	
	failure to yield- right of way		\$172.00	
	failure to yield emergency vehicle		\$343.00	
	failure to dim headlights		\$172.00	
	ran red light		\$172.00	
	ran stop sign		\$172.00	
	careless driving		\$212.00	
	reckless driving		\$252.00	
	drag racing		\$252.00	
	no motorcycle endorsement		\$242.00	
	parking in fire lane		\$242.00	
	no seatbelt in use		\$75.00	
	child restraint violation		\$168.00	
	SPEEDING			
	speeding in school zone		\$247.00	
	over (1-9 miles)		\$176.00	
	over (10 miles)		\$186.00	
	over (11 miles)		\$187.00	
	over (12 miles)		\$188.00	
	over (13 miles)		\$189.00	
	over (14 miles)		\$190.00	
	over (15 miles)		\$191.00	
	over (16 miles)		\$198.00	
	over (17 miles)		\$200.00	
	over (18 miles)		\$202.00	
	over (19 miles)		\$204.00	
	over (20 miles)		\$216.00	
	over (23 miles)		\$228.00	
	over (24 miles)		\$231.00	
	over (25 miles)		\$234.00	
	over (26 miles)		\$239.00	
	over (27 miles)		\$244.00	
	over (28 miles)		\$249.00	
	over (29 miles)		\$254.00	
	over (30 miles)		\$269.00	
	over (31 miles)		\$272.00	
	No Motor Vehicle Liability Insurance		\$643.00	
	Running Railroad Crossing Arms		\$363.00	
	Allow Unauthorized unlicensed person to drive		\$172.00	
	No Driver's License		\$342.00	
	Expired Driver's License		\$343.00	
	Suspended Driver's License-Alcohol involved		\$568.00	
	Suspended Driver's License		\$343.00	
	Leaving Scene Of An Accident		\$342.00	
	Leaving Scene w/Injuries		\$542.00	
	Improper Equipment		\$172.00	
	Failure To Wear Crash Helmet		\$172.00	
	Improper Load		\$172.00	
	Expired Tag		\$274.00	
	Improper Tag		\$274.00	
	No Tag		\$274.00	
	Switched Tag		\$274.00	
	Improper Display of Tag		\$274.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	TINTED WINDOWS			
	1st offense		\$205.00	
	2nd offense		\$242.00	
	3rd offense		\$342.00	
	ASSAULT AND WEAPONS			
	child neglect		\$553.00	
	domestic violence - 1st		\$553.00	
	domestic violence - 2nd		\$954.00	
	knowingly violate a protective		\$538.00	
	assault & battery		\$553.00	
	assault by threat		\$553.00	
	assault with weapon		\$704.00	
	assault on a minor		\$553.00	
	carry concealed weapon		\$405.00	
	discharge weapon		\$505.00	
	exhibit weapon		\$505.00	
	THEFT AND FALSE PRETENSE			
	solicit without permit		\$254.00	
	use credit card w/intent defraud		\$504.00	
	embezzlement		\$505.00	
	embezzlement (\$500.00 & over)		FELONY	
	false pretense		\$553.00	
	false reporting of a crime		\$553.00	
	home repair fraud		\$804.00	
	gambling		\$305.00	
	operate gambling house		\$490.00	
	trespass less than larceny		\$505.00	
	petit larceny		\$505.00	
	defrauding an innkeeper		\$553.00	
	theft of utilities		\$505.00	
	meter tampering		\$505.00	
	machine, coin oper/breaking in		\$505.00	
	giving away MDSE by employee		\$505.00	
	harassing, profane, telephone		\$490.00	
	bad check		\$553.00	
	uttering forgery		\$604.00	
	forgery		FELONY	
	receive stolen property (MISD)		\$505.00	
	receive stolen property (MISD)		FELONY	
	SHOPLIFTING			
	1st offense		\$553.00	
	2nd offense		\$953.00	
	3rd offense		FELONY	
	shoplifting, encourage or aid person under 18		\$553.00	
	ARREST AND POLICE OFFICER			
	false identifying information		\$304.00	
	simple assault on officer		\$653.00	
	resisting arrest		\$653.00	
	fleeing arrest		\$653.00	
	impersonate a police officer		\$653.00	
	interfere with duties of a police officer		\$304.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	ALCOHOLIC BEVERAGES			
	sell or give alcohol to minor		\$605.00	
	sell beer without license		\$605.00	
	unlawful to consume alcohol in public place		\$230.75	
	purchase or posses alcohol for minor		\$369.00	
	public drunk		\$305.00	
	NARCOTICS			
	Possession of Schedule III, IV, V		\$1,203.25	
	Possession of Marijuana		\$504.00	
	Possession of (Drug) Paraphernalia		\$504.00	
	ALLOW DOGS TO RUN LOOSE			
	1 st Offense		\$209.00	
	2 nd Offense		\$235.00	
	3 rd Offense		\$284.00	
	NO RABIES VACCINATION		\$304.00	
	Confinement Violations		\$304.00	
	General Owner Responsibility Violation		\$283.00	
	Dangerous Animals Non-Compliance		\$505.00	
	Failure to provide Vet care		\$283.00	
	Animal Cruelty		\$553.00	
	Animal Neglect		\$283.00	
	Fowl and Livestock Violation		\$283.00	
	Aggravated animal abuse		\$553.00	
	Smoking in Public Building		\$209.00	
	Public Profanity		\$304.00	
	Disturbing the Peace		\$304.00	
	Disorderly Conduct Failure to comply with Law Enforcement		\$304.00	
	Disorderly Conduct refuse to leave premises		\$304.00	
	Disorderly Conduct phys acts/profane language		\$304.00	
	Contempt of Court (Failure to Compile)		\$274.00	
	Contempt of Court (Failure to appear)		\$274.00	
	Contempt of Court (Failure to pay)		\$274.00	
	Aiding & Abetting in Bail Bond Jumping		\$505.00	
	Bail Bond Jumping MISD		\$553.00	
	Disturbance Nuisance - danger neighborhood		\$209.00	
	Disturbing Family Peace		\$304.00	
	Interference with City Officer		\$304.00	
	Care of Premises		\$233.00	
	Extortion		\$505.00	
	Curfew Violation		\$234.00	
	Contribute to Delinquency of Minor		\$505.00	
	Possession of Handgun by a Minor		\$505.00	
	Indecent Exposure		\$505.00	
	Obscene/Harassing Phone Calls		\$505.00	
	Escape		\$505.00	
	911 Abusive Calls		\$515.00	
	Misdemeanor Hindering Prosecution		\$505.00	
	Conspiracy to Commit a Crime		\$505.00	
	Fireworks Inside City Limits		\$219.00	
	Prostitution		\$505.00	
	Vagrancy		\$489.00	
	Hitch-Hiking		\$255.00	
	Trespassing		\$353.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Malicious Mischief (Face Value)		\$203.25	
	Loud Music		\$285.00	
	Litter Law Violation		\$454.00	
	Stalking			
	1 st Offense		\$505.00	
	2 nd Offense		FELONY	
	Boating Under the Influence			
	1 st Offense		\$594.00	
	2 nd Offense		\$794.00	
	3rd Offense		\$1,193.25	
	Sell Tobacco to Minor		\$234.00	
	Abstracts		\$10.00	
	Affidavit		\$10.00	
	Withdrawal Form		\$10.00	

POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES

Pursuant to Mississippi Law, whether a municipality may reduce a utility bill of a customer depends upon the facts and circumstances of each case. Also, by law, the City Council must ultimately approve all such adjustment requests.

LEAK ADJUSTMENTS

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

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

METER MALFUNCTIONS

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

POOL AND IRRIGATION OPTIONS

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

The City offers a fire hydrant meter for in ground pool filling. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through this meter. When an above ground pool is filled, the Customer may seek an adjustment from the City Manager relating to the sewer charge for any water that was not routed through the City sewer system. Proper and sufficient proof that such an adjustment is warranted must be submitted to the City Manager prior to issuance of such an adjustment.

TAMPERING AND VANDALISM

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

PAYMENT PLANS

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

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



City of Gautier

Registration Application for Golf Cart/Low-Speed Vehicles

ANY OWNER OF A GOLF CART/LOW SPEED VEHICLE BEING OPERATED IN THE CITY OF GAUTIER MUST COMPLETE AND SIGN THE FOLLOWING AGREEMENT BEFORE THE APPLICATION CAN BE PROCESSED AND A REGISTRATION DECAL ISSUED

Name: _____ Application Date: _____

Physical Address: _____, _____, _____, _____
(City) (State) (Zip)

Mailing Address: _____, _____, _____, _____
(City) (State) (Zip)

Phone Number: _____

Birth Date: _____ Driver's License # State Issued: _____

Make/Model of Golf Cart/Vehicle: _____ Year: _____

VIN/Serial Number: _____

Insurance Co. Name and Policy #: _____

Office Use Only:

Receipt Number: _____

Cash/Check/Money Order

Decal Number: _____

Date of Issuance: _____

Issued By: _____



Upon Approval of this application, it is understood the permit decal shall be displayed on the left rear fender of the vehicle at all times and shall be effective as long as the registered owner owns the golf cart or low-speed vehicle.

I have received and understand the Ordinance pertaining to Golf Carts and/or Low Speed Vehicles. I acknowledge that I will assume all liability and take full responsibility for the registered golf cart or low-speed vehicle on the designated streets and roads of the City of Gautier, Mississippi. The City providing this privilege is in no way endorsing the operation of this golf cart or low-speed vehicle on the public street and roads that are not designated on the Golf Cart Pathways Map, and will not assume any liability in the operation of the cart or low-speed vehicle. I agree to indemnify and hold harmless the City of Gautier, its officials, agents, and employees, for all claims of action arising from the use or operation of this golf cart or low-speed vehicle. Furthermore, I ensure that I will obey all laws and regulations pertaining to the operation of the golf cart or low-speed vehicle.

Applicants Signature (Full Name)

By initialing each item below and signing this application, I am affirming that the information given is true and correct.

_____ I am the owner of the golf cart/low speed vehicle identified above.

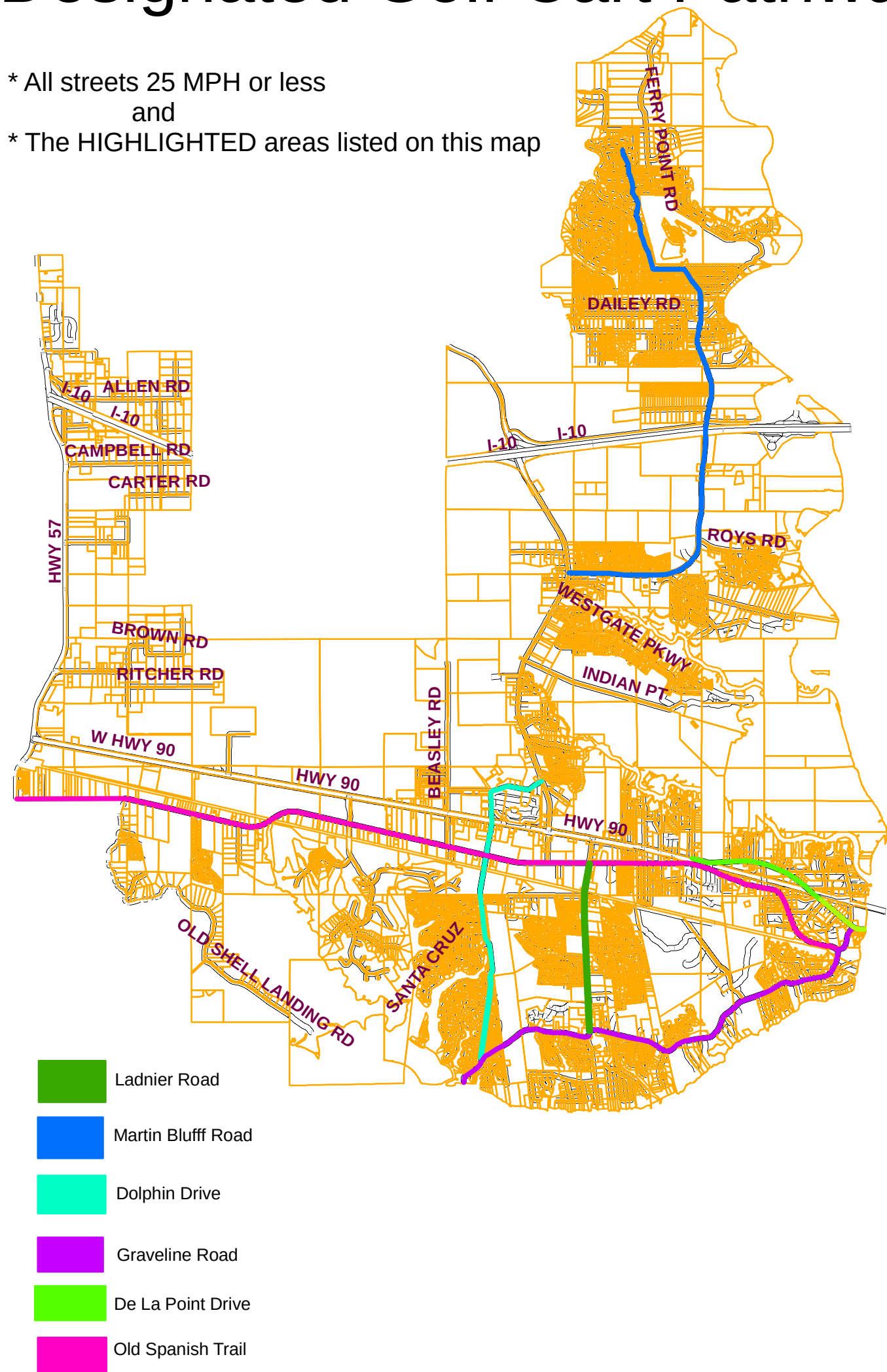
_____ I have been provided with a copy of an Ordinance #251-2020, along with a designated Golf Cart Pathways Map, as adopted on August 4, 2020.

_____ I have signed the Waiver of Liability of Insurance as required.

_____ I understand the acceptance of this application and the issuance of a decal by the City of Gautier does not make legal any act declared illegal by the State of Mississippi.

Designated Golf Cart Pathways

- * All streets 25 MPH or less
and
- * The HIGHLIGHTED areas listed on this map



Councilman George made the motion to select Community Bank and The Peoples Bank for the Municipal Depositories, as presented, for FY 2020-2021. 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 407-2020

WHEREAS, Miss. Code Ann. Sections 27-105-353 and 27-105-363 require municipalities to commission one or more depositories to serve the municipality for two-year terms; and

WHEREAS, the City received responses from Community Bank, Hancock Whitney Bank, First Federal Bank and The Peoples Bank; and

WHEREAS, Community Bank offered the best fixed rate of APY (.19%), and their fee structure and available services were also equal to or exceeded those offered by the other financial institutions; and

WHEREAS, the Mayor and Council Members hereby find that Community Bank offers the best terms for serving as the primary municipal depository, and that The Peoples Bank offers the best terms for serving as the depository for the meter deposit account, the unemployment account and the travel account; 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 engage and enter into a contract with Community Bank as the City's primary bank depository for FY 2020-2021 per the terms of the submitted bid.

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to engage and enter into a contract with The Peoples Bank for the meter deposit account, the unemployment account and the travel account for FY 2020-2021.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 8/10/2020
Subject: Discuss and Select Municipal Depository for FY 2020-2021

REQUEST:

City Council authorization is requested to retain Community Bank as the City's primary depository for FY 2020-2021. This authorization should include a fixed rate of APY .19% with all fees and charges waived on their services. Furthermore, it is requested that The Peoples Bank retain the following accounts: Meter Deposit Account, Unemployment Account, and Travel Account. The Peoples Bank is APY .06% and no charge on basic services.

BACKGROUND:

MCA § 27-105-353 and § 27-105-363 require municipalities to commission one or more depositories to serve the municipality for two year terms. Hancock currently serves as the City's primary depository with The Peoples Bank retaining three secondary accounts.

DISCUSSION:

Bids were received from four qualified financial institutions: Hancock Whitney Bank, Community Bank, The Peoples Bank, and First Federal (which they would like us to consider them for ancillary deposits and investments. They are not structured nor desire to be a primary depository). Community Bank offered the best fixed rate (.19%) and options. Their fee structure and available services exceeded those offered by the other financial institutions.

RECOMMENDATION:

The City Council Shall:

1. Chose the municipal depository and enter into a contract
2. Rebid Bank Depository.

ATTACHMENTS:

1. Community Bank 2020 Proposal
2. Hancock Whitney Bank 2020 Proposal
3. First Federal 2020 Proposal
4. The Peoples Bank 2020 Proposal



DEPOSIT PROPOSAL FOR THE CITY OF GAUTIER



COMMUNITY BANK

2314 BIENVILLE BLVD | OCEAN SPRINGS, MS 39564 | 228.875.7755

267

COMMUNITYBANK.NET • MEMBER FDIC



INTRODUCTION



OLIVER LATIL

CEO, COAST REGION

(251) 338.7707 | OLIVER.LATIL@COMMUNITYBANK.NET



ERIC CHAMBLESS

PRESIDENT, MISSISSIPPI DIVISION

(228) 396.7888 | ERIC.CHAMBLESS@COMMUNITYBANK.NET



RANDALL TYNES

PRESIDENT, JACKSON, GEORGE AND GREENE COUNTIES

(228) 872-6752 | RANDALL.TYNES@COMMUNITYBANK.NET



LESLIE KELLEY

SENIOR VICE PRESIDENT

(228) 872.6755 | LESLIE.KELLEY@COMMUNITYBANK.NET



OFFERINGS

July 29, 2020

The City of Gautier
Attn: Sherry Farabee, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Re: Banking Services Proposal

Dear Members of the City Council:

Thank you for taking interest in Community Bank of MS to assist you with the financial needs for The City of Gautier. Community Bank has 51 offices in 4 states - Mississippi, Alabama, Tennessee, and Florida, with 9 of those being right here on the Mississippi Gulf Coast. We pride ourselves in offering reliable financial services to each of our customers in a timely manner. Above all, we aim to offer the highest standard of customer service possible.

Please accept the enclosed proposal for deposit services for the City of Gautier:

We are committed to providing the highest level of Customer Service. You have our promise to assist you with making the transition as easy as possible with a dedicated team to ensure all facets of your account move are promptly handled, including training on all the Treasury Management services.

We appreciate the opportunity you have afforded Community Bank of MS in submitting this proposal and look forward to working together soon.

Sincerely,

Leslie A. Kelley
Senior Vice President, Business Development



OFFERINGS

1. Community Bank of MS agrees to place on deposit for the City of Gautier as security with the State Treasurer any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
2. Community Bank of MS would like to offer you our standard Business Checking accounts paying an interest rate of 0.19% apy.
3. There will be no fee for a 10 x 10 Safe Deposit Box Rental.
4. There will be no minimum balance requirement nor fee.
5. There will be no fee for a demand deposit account.
6. There will be no fee for a Now Account.
7. There will be no Money Market Account fees.
8. There will be no fees for stop payments.
9. There will be no money order processing fees.
10. All Fees associated with Treasury Management payroll products to include ACH for payroll and customer drafts will be waived. Our Treasury Management system is built into our Online Banking portal. There are additional agreements to be signed for this service and we will also establish monthly limits for added security measures. Each user will utilize a token for log in and files will be uploaded in order to initiate a batch file. For added security measures, a call back will be made to further approve the initiation before the file is sent.
11. All Fees associated with Treasury Management payroll products to include ACH for payroll and customer drafts will be waived. Our Treasury Management system is built into our Online Banking portal. There are additional agreements to be signed for this service and we will also establish monthly limits for added security measures. Each user will utilize a token for log in and files will be uploaded in order to initiate a batch file. For added security measures, a call back will be made to further approve the initiation before the file is sent.
12. A duplicate statement will be provided to the city.
13. Community Bank of MS is willing to distribute funds on a daily basis so that all deposits and withdrawals can be made by the city through one bank.
14. If Community Bank of MS is chosen as the lead bank, we will handle opening accounts with other banks.
15. There is no minimum or maximum required to be held on deposit with Community Bank of MS.



OFFERINGS

16. Please see enclosed certificate from State Treasurer designating Community Bank of MS is qualified to be insured by the Federal Deposit Insurance Corporation (FDIC).
17. Community Bank of MS offers a full service website that enables you to process ACH's, wire transfers, stop payments, view balances, print statements, view cleared checks, upload Positive Pay items, etc. As mentioned earlier, Community Bank of MS will waive fees associated with these services.
18. Interest shall be earned on the average daily investable balance.
19. Enclosed is Community Bank of MS complete fee and charge schedule. Please note that all fees associated (excluding Merchant Services) will be waived.
20. Community Bank of MS would like to offer 0.19% apy on all checking accounts.
21. Imaged copies of all checks will be provided via bank statement with no additional fees.
22. Community Bank of MS agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) business days of the statement closing date.
23. and 24. Merchant Program Overview
 - Community Bank of MS has a partnership with Banc Card. Here are the details
 - surrounding their program.
 - Process Credit/Debit Cards and ACH/Echeck in one system
 - Internet based, no software or program installation
 - Online Portal: Allows merchants to run reports, view transactions, run transactions (for walk in customers), unlimited users, point-of-sales capabilities, and much more.
 - Website payment portal: Allows your customers to pay seamlessly on your website, which can be customized to your liking
 - Regardless of payment source, all your transactions information is in one place for unified reporting
 - Real time access to payment data-Know when your customers have paid
 - Transaction Tokenization is supported to allow integration merchants to process subsequent transactions without having to store bank account or credit card data
 - Meets all necessary security and regulated compliance



OFFERINGS

25. E-Commerce Capabilities

- Settlement: This can be set up to auto-settle in which you can select the time that you want the batches to close and start a new day.
- Merchant Account Options: Based off the above program I have mentioned the e-commerce part of your merchant account will just be an addition to the program you choose. Most common options:
 1. Traditional Merchant Account- Our traditional account is one in which you will run transactions and be billed out the processing costs at the end of the month (I know the city may not be assessed a fee, you would pass along these fees to outweigh the costs charged to you). Traditional accounts have more flexibility when it comes to processing costs-before a quote can be given, we would need to assess your current activity and average sale. (Has all features of Overview above).
 2. Convenience Pay Accounts- Our convenience pay account will still function as a traditional account would (the way transactions are run and all functionality), the primary difference is the billing. With this type of account, you will have "two accounts", one for depositing the gross amount of the transaction and the other for the processing fees that have been passed along to the customer. You will only "see" the gross amount of the transaction deposited and the processing costs will be "swept" away to the other account. This usually makes accounting easier for some. Processing costs are fixed for this type of account (Credit/debit cards: 3.5%. ACH/Echeck: \$2.95 flat fee-both per transaction). (Has all features of Overview above).
- Payment Validation: All credit/debit cards are "validated" immediately when processed. You (or your customer if paying online) will receive an approval or denial as soon as the transaction is processed. If you choose to run E-checks/ACH, you will be able to see the transaction in real time, but it will take around 48 hours to "clear" and be processed into your account.
- Since this will be a custom built payment option, costs (one-time fee) can vary depending on the customization you need for your business-our basic payment portals start at \$300 (again, this is a one-time fee) which includes almost all the options in the Program Overview.
- Merchant Services
- Fund Availability: Please see the end of "Options 1 & 2" above
- Settlement deadline: This will depend on your selection of Merchant account I have labeled above. Traditional accounts can be funded the very next day (settlement time does not matter) for credit/debit cards. Our convenience pay accounts are two day funding (Monday's batch will deposit Wednesday).



OFFERINGS

- Reports: You will have the ability to run reports anytime you wish, taking about 3 clicks in your online portal. These reports can be as detailed or generic as you need.
- Recurring Billing: Yes, you can set customers up to have recurring transactions or installment payments.

26. Enclosed

27. Community Bank of MS would also like to offer My Deposit/Merchant Capture, which will allow you to deposit checks securely from the convenience of your office. This service will also be offered at no cost to the City of Gautier.



SERVICE FEES

The following fees may apply for additional services or account features.

Account Closing (if within 1st 60 days)	\$50	Paid Item Fee**	\$35
CD ROM Monthly Statement	\$10	(Overdraft fee charged for each item paid against insufficient funds)	
Check Printing	fee depends on style of check ordered	Photostatic Copies (each, if over 3 pages)	\$5
Collection Item	\$15	Positive Pay Exception Fee (per item)	\$2
Consumer ACH Origination Fee	\$5	Positive Pay Monthly Fee	\$50
Debit Card Special Request	\$20	Research (per hour)	\$20
Debit Card Replacement	\$5	Return Item Fee**	\$35
Deposit item Returned Fee	\$4	(Overdraft fee charged for each item returned due to insufficient funds)	
Dormant Account Fee (per month)	\$5/month	Safe Deposit Box (key replacement)	Cost of drilling
Early Withdrawal of Christmas Club	\$10	Snapshot Statement	\$2
Fax Transmission	\$1	Statement Reconciliation	\$20
Garnishments	\$100	Stop Payment Fee	\$25
Locked Deposit Bag	\$25	Tax Levies (if available after paying levy)	\$100
Money Order	\$4	Wire Transfer Fee (domestic)	\$15
Non Community Bank ATM Withdrawal	\$1	Wire Transfer Fee (international) Outgoing	\$50
Notary Fee for Non Customer	\$5	Wire Transfer Fee (International) Incoming	\$25
Official Check	\$5	Zipper Deposit Bag	\$5

Interest on uncollected funds...charged at 8.00% per annum.
Interest on overdrawn balances...charged at 8.00% per annum.
**Overdraft fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means.
Fee amounts may change.



CERTIFICATE



OFFICE OF THE STATE TREASURER
LYNN FITCH
TREASURER

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Community Bank of Mississippi is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2020**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2019**.

Lynn Fitch

Treasurer of the State of Mississippi



Request for Proposal

City of Gautier

SUBMITTED BY

Jennifer Papania King

Relationship Manager

Gulfport, MS

(228) 563-5706

jennifer.papania@hancockwhitney.com

07/29/2020

Ms. Sherry Farabee
Purchasing Agent
City of Gautier (the City)
Gautier Municipal Building
3330 Highway 90
Gautier, MS 39553

7/29/2020

Dear Ms. Farabee,

Pursuant to your request for bids to be submitted for the privilege of acting as your depository, the undersigned Hancock Whitney Bank (the Bank), submits this bid and application to be designated as your sole depository for the accounts now with the Bank and any other accounts for which the Bank may be designated sole depository in the future. The following bid is based up the Bank being selected as the sole institution of the City.

The Bank agrees to furnish legal security for the faithful performance of such duties as depository as provided by statute in the sum required by the laws of the State of Mississippi, the securities pledged to be of proper type and amount as required by law.

The Bank will clear all checks and warrants against sufficient funds on a par basis and all transfers of funds and receipts will be handled at par.

The Bank agrees to pay interest on the deposits in accordance with Mississippi statutes.

The Bank wishes to offer the following two contract options for a period of two (2) years beginning July 1, 2020 and ending June 30, 2022. These options are valid for 60 days from the bid submission date:

Depository Interest Rate & Fees

Option 1: The Bank offers the City a fixed interest rate of 0.15% on the first \$30 million in interest bearing deposits. The City will be paid a market rate of the 4-week Treasury Bill as reported by the Federal Reserve on interest bearing deposits exceeding \$30 million. This rate shall be effective on the first day of each month based upon the 4-week Treasury Bill as of the last business day of the immediately preceding month.

For example: The 4-week Treasury Bill, as of May 31, 2020, was 0.13%. In this case, the City's interest rate would be 0.13% for the month of June on balances that exceed the maximum \$30 million.

Option 2: The 4-week Treasury Bill as reported by the Federal Reserve. This rate shall be effective on the first day of each month based upon the 4-week Treasury Bill as of the last business day of the immediately preceding month.

For example: The 4-week Treasury Bill, as of May 31, 2020, was 0.13%. In this case, the City's interest rate would be 0.13% for the month of June.

Fees will apply to all Treasury Management and banking services.

The Bank appreciates the opportunity to respond to your Request for Banking Services. We look forward to presenting our solutions to the City and to implementing our recommendations.

Respectfully Submitted,



Jennifer Papania King
Relationship Manager
Institutional Banking
jennifer.papania@hancockwhitney.com
(228) 563-5706

Request for Proposal

City of Gautier

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Request for Proposal

City of Gautier

Executive Summary

Hancock Whitney is pleased to have the opportunity to present the City the following RFP proposal for Banking Services. Hancock Whitney believes creating strong partnerships with clients is the first step to understanding the financial challenges and issues the City deals with on a daily basis. It is Hancock Whitney's hope the proposed solutions in this RFP are just a starting point to providing the City with the financial strength, pro-active product and service recommendations, and most of all, outstanding customer service the City should expect from Hancock Whitney. The dedicated Institutional Banking Team looks forward to partnering with the City in order to develop a custom tailored solution to address all requirements and needs. Hancock Whitney believes the information detailed in this response will demonstrate our sincere interest in becoming the financial institution of choice for the City.

Hancock Whitney understands the City has many choices when selecting an organization to provide banking solutions. Hancock Whitney believes there are a number of factors that separate us from the rest of the pack. Below the City will find a number of highlights that will help answer the question; "Why Hancock Whitney?"

Strength and Stability

Hancock Whitney Corporation is a multi-faceted financial services company with regional business headquarters and locations throughout the growing Gulf South corridor. With a heritage dating to the late 1800s, the company's banking subsidiary provides a comprehensive network of full-service financial locations in Alabama, Florida, Louisiana, Mississippi, Tennessee, and Texas and locations in New Jersey, New York and Tennessee. That solid foundation has literally and figuratively weathered storms for more than a century because of an unwavering commitment to strong capital, common-sense business practices, and proactive risk management.

Hancock Whitney is listed among America's strongest, safest financial institutions, with a 4-Star rating from BauerFinancial Inc. for the quarter ending March 31, 2020. This rating affirms the bank's longstanding stability for over 123 consecutive quarters.

Since 1883, the Hancock Whitney name has embodied core values of Honor & Integrity, Strength & Stability, Commitment to Service, Teamwork, and Personal Responsibility.



Request for Proposal

City of Gautier

Premier Gulf Coast Bank

Financial Snapshot

- 215 Financial Centers
- 287 ATMs
- \$31 Billion in Total Assets
- \$21 Billion in Total Loans
- \$25 Billion in Total Deposits
- Approximately 4,100 Associates

The merger of Hancock and Whitney Bank in 2011 was executed with one important goal in mind; become the Preeminent Gulf Coast Bank. Both Hancock Bank and Whitney Bank had endured 100-plus years of economic ups and downs. Both banks were founded in the late 1800s, just 65 miles apart, to facilitate commerce and opportunities for people. Today, Hancock and Whitney have come together under Hancock Whitney's corporate banner to create one solid company and Bank with a contiguous six-state Gulf South footprint and over \$31 billion in assets.

Hancock Whitney is well positioned to help businesses of all sizes invest and thrive in the region. The company is the only financial institution with a significant presence in every major port city on the Gulf Coast as well as Jacksonville on the East Coast.

Outstanding Customer Service

Trust isn't something that's easily built over video screens or long-distance calls. That's why, at Hancock Whitney, it's a priority to be there for the City. Hancock Whitney Bankers listen to the City's goals and have what it takes to help achieve them. The Hancock Whitney brand stems from a century-old mission to help people achieve their financial goals and dreams. While it's gratifying to receive prestigious honors based on feedback from business clients, Hancock Whitney's true honor is serving those who have put their trust in Hancock Whitney as their financial services partner.

Developing that trust starts with providing you with outstanding customer service. Hancock Whitney has a long history of providing exceptional customer service and it's part of the tradition and culture promoted in our Bank on a daily basis. To support our efforts, the Bank was recently awarded 23 Greenwich Excellence Awards for 2019 in the areas of Overall Satisfaction, Likelihood to Recommend, Relationship Manager Capability, Branch Satisfaction, Cash Management-Overall Satisfaction and Cash Management – Product Capabilities.

The City's relationship manager, Jennifer Papania King, is looking forward to showing the type of customer service for which Hancock Whitney has been nationally recognized.

Community Commitment

Hancock Whitney associates live and work in the same Gulf Coast communities as the City. Hancock Whitney realizes it has a big

9 Small Business Banking

AREAS

- Branch Satisfaction
- Cash Management-Customer Service
- Cash Management-Overall Satisfaction
- Likelihood to Recommend
- Overall Satisfaction
- Overall Satisfaction with Relationship Manager
- Trust

14 Middle Market Banking

AREAS

- Cash Management-Customer Service
- Cash Management-Ease of Product Implementation
- Cash Management-Overall Satisfaction
- Cash Management-Product Capabilities
- Ease of Doing Business
- Likelihood to Recommend
- Overall Satisfaction
- Overall Satisfaction with Relationship Manager
- RM Proactively Provides Advice
- Trust



Request for Proposal

City of Gautier

responsibility to the communities served and encourages associates to volunteer and be active participants in their communities. Hancock Whitney realizes the goal of being the “Preeminent Gulf Coast Bank” cannot be achieved without commitment to the communities where the bank operates. Many Hancock Whitney associates sit on local boards and committees in order to better understand the needs and issues within the communities served. Hancock Whitney donates funds annually to several charitable organizations and non-profits in its footprint, and looks forward to continuing this commitment in the future.

5
TIMELESS
CORE VALUES

Honor & Integrity, Strength & Stability,
Commitment to Service, Teamwork,
Personal Responsibility



1,200 Total financial education
activities supporting 230+
organizations



\$7 MILLION

Charitable contributions in
2018 to help people and the
communities we serve



\$177 MILLION

New Markets Tax Credit allocations
deployed to help low-income
communities since 2007

Dedicated Relationship Team

Hancock Whitney has a dedicated group of professionals who concentrate solely on delivering products and services to the governmental sector. The team has decades of combined experience serving the public sector, providing extensive knowledge and insight into what clients like the City need and providing a tailored approach to products to meet those needs.

This team of professionals is responsible for implementation, product training, on-going product support and, as always, providing the City outstanding customer service. The Relationship Manager, Jennifer Papania King, will be the primary contact for all of the City's Banking Service needs along with assistance from members of the Treasury Management, Institutional Banking Support, and Merchant Services teams.

Hancock Whitney believes this commitment to servicing the City with a dedicated team helps to set the bank apart from other financial institutions.

Best-In-Class Treasury Services

Having funds where the City needs them, when the City needs them – not a moment too soon and not a moment too late – can mean the difference between success and failure in the business world. The Treasury Management Service Team has a track record of proven performance. Hancock Whitney provides products that help the City manage payments and deposits more efficiently.

Hancock Whitney's **Treasury Solution** platform features powerful tools all in one place, enabling the City to manage banking needs securely and easily, whether at the desk or on the go. Treasury Solution's modular design allows the City to enroll in only those components that make sense for the City. What's more, the City can assign different levels of access to associates based on the functions they perform.

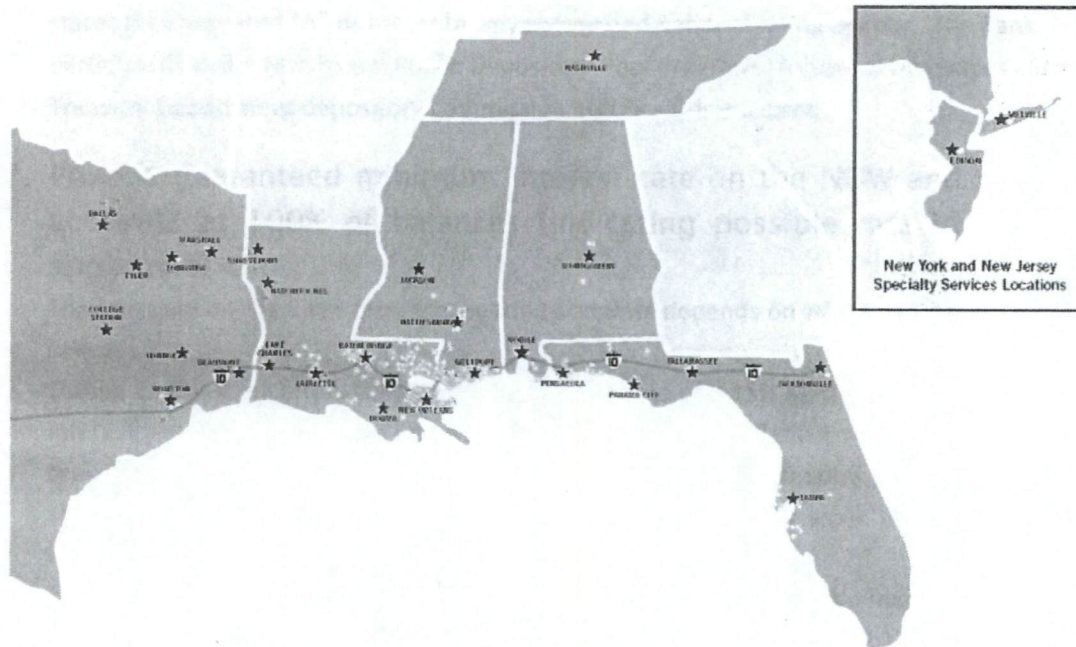


Request for Proposal

City of Gautier

We've Got You Covered

With offices and branches stretching across the Gulf Coast, Hancock Whitney looks forward to servicing all the City's local banking needs. Hancock Whitney enjoys a large presence in the communities serviced, allowing customers multiple avenues to accessing over 4,000 employees that stand ready to serve. With deep traditions and a customer service culture that stands out from the crowd, Hancock Whitney is glad to have a branch footprint that guarantees "We've Got You Covered."



Conclusion

Hancock Whitney would like to once again express our commitment and strong interest in providing the City with the solutions to help achieve the City's goals. The team of experienced bankers coupled with Hancock Whitney's broad suite of treasury products and services will help to deliver what the City needs to be successful and drive efficiency. Hancock Whitney is positive that this response presents a compelling offering that not only meets, but exceeds the City's requirements and objectives.

the City should be confident in selecting Hancock Whitney and assured that it will be supported by an experienced governmental banking relationship manager, provided unmatched customer service, have access to the advanced banking platforms and most of all, a commitment to meeting all the City's banking needs.

Request for Proposal

City of Gautier

The bid proposal shall include the following, with responses indicating the number responding to:

1. Kind of security, as authorized by law, that the bank proposes to give as security for the funds

United States Treasury, US Govt Agency, State of Mississippi, or legal obligations issued by other states that are rated "A" or better by any recognized national rating agency. The Bank participates in the Mississippi Public Depository Pool Program. A copy of the Bank's current Treasury Department depository commission certificate is enclosed.

2. Provide guaranteed minimum interest rate on the NOW and SUPER NOW accounts at 100% of balances (indicating possible rate increase when applicable)

The rate paid on the City's interests bearing accounts depends on which rate option the City selects.

Option 1: The Bank offers the City a fixed interest rate of 0.15% on the first \$30 million in interest bearing deposits. The City will be paid a market rate of the 4-week Treasury Bill as reported by the Federal Reserve on interest bearing deposits exceeding \$30 million. This rate shall be effective on the first day of each month based upon the 4-week Treasury Bill as of the last business day of the immediately preceding month.

For example: The 4-week Treasury Bill, as of May 31, 2020, was 0.13%. In this case, the City's interest rate would be 0.13% for the month of June on Interest bearing balances that exceed \$30 million.

Option 2: The 4-week Treasury Bill as reported by the Federal Reserve. This rate shall be effective on the first day of each month based upon the 4-week Treasury Bill as of the last business day of the immediately preceding month.

For example: The 4-week Treasury Bill, as of May 31, 2020, was 0.13%. In this case, the City's interest rate would be 0.13% for the month of June.

3. Safe deposit box fee (10 X 10 minimum)

Safe deposit box pricing varies by size. The pricing is listed below:

3 x 5 \$25 per year

3 x 10 \$40

5 x 5 \$35

5 x 10 \$60

10 x 10 \$110



Request for Proposal

City of Gautier

4. Minimum balance fee and amount of minimum required if any
Account fees shown in the attached pro forma.
5. Demand deposit account fee
Account fees shown in the attached pro forma.
6. NOW account fee
Account fees shown in the attached pro forma.
7. Money market deposit account fee
Account fees shown in the attached pro forma.
8. Stop payment fee
\$36 flat fee
8. Money order processing fee
\$5 flat fee
10. Direct deposit processing fee for payroll and bank's procedure for this service
Account fees shown in the attached pro forma. The City currently uses the Bank's ACH service for direct deposit processing.
11. Bank draft fee for processing citizen payments and bank's procedure for this service
Account fees shown in the attached pro forma.
12. Acknowledgement that at the beginning of every month a statement will be provided to the City in duplicate showing the daily balances of the City money held during the month next proceeding
Bank statements can be mailed at the beginning of every month. The City also has the option to pull statements through the Bank's online portal, Treasury Solutions.
13. Designate in your bid if the bank is willing to distribute funds on a daily basis so that all deposits and withdrawals can be made by the City through one bank, in the event the City selects more than one bank as a depository - (indicate if there is a fee)
The Bank does not wish to participate in a split relationship. The Bank's bid is for the sole relationship of the City.



Request for Proposal

City of Gautier

14. Indicate, if chosen as lead bank, whether your bank will handle opening accounts with other banks

The Bank does not wish to participate in a split relationship. The Bank's bid is for the sole relationship of the City.

15. Indicate maximum and minimum balance, at any one time, that the City can place on deposit with your financial institution

There is no maximum or minimum balance that the City is required to keep.

16. Provide certificate from State Treasurer designating your institution has qualified as an insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation, may qualify as a depository if the institution qualifies as a public funds depository under Section 27-105-5, or a public fund guaranty pool member under Sections 27-105-5 and 27-105-6.

A copy of the Bank's current Treasury Department depository commission certificate is enclosed.

17. Provide electronic banking services on line such as daily/monthly activity statements, view checks that have been paid, view deposits made, issue stop payments, wire transfers, etc. and any fee associated for such services

The Bank is pleased to offer all the above services through our online portal, Treasury Solutions. The attached pro forma outlines the fees. All services and charges not shown on the pro forma will be negotiated at the time of request.

18. Interest paid on all funds combined on a daily basis.

Interest is accrued daily and paid monthly on interest bearing accounts. The interest earned on interest bearing accounts is paid at the account level and not at a combined total level.

19. Provide a complete fee / charge schedule.

The attached pro forma outlines fee schedule based on the City's usage. All services and charges not shown on the pro forma will be negotiated at the time of request.



Request for Proposal

City of Gautier

20. Rates of interest to be paid on checking accounts. If the rate is subject to change as market conditions fluctuate, please give the proposed rate.

The rate paid on the City's interests bearing accounts depends on which rate option the City selects.

Option 1: The Bank offers the City a fixed interest rate of 0.15% on the first \$30 million in interest bearing deposits. The City will be paid a market rate of the 4-week Treasury Bill as reported by the Federal Reserve on interest bearing deposits exceeding \$30 million. This rate shall be effective on the first day of each month based upon the 4-week Treasury Bill as of the last business day of the immediately preceding month.

For example: The 4-week Treasury Bill, as of May 31, 2020, was 0.13%. In this case, the City's interest rate would be 0.13% for the month of June on Interest bearing balances that exceed \$30 million.

Option 2: The 4-week Treasury Bill as reported by the Federal Reserve. This rate shall be effective on the first day of each month based upon the 4-week Treasury Bill as of the last business day of the immediately preceding month.

For example: The 4-week Treasury Bill, as of May 31, 2020, was 0.13%. In this case, the City's interest rate would be 0.13% for the month of June.

21. Cancelled checks are required to be provided in bank statements and if any fee is charged for service.

The City can pull statements on Treasury Solutions where statements are available for no charge.

22. Any charges for bank statements reflecting activity through the last working day of the each month.

The City can pull statements on Treasury Solutions for no charge. Account fees are shown in attached pro forma. Charges associated with Treasury Solutions are reflected in the following months statement. Bank statements reflect the activity through the last calendar day of the month.

Request for Proposal

City of Gautier

23. The ability to accept credit cards for payment of fees & services.

The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of credit cards.

First Data/FISERV in alliance with Hancock Whitney Bank currently provides Merchant Services for the City of Gautier. For any changes to the existing program for the City of Gautier please contact the Partner Priority Team at (877) 273-8191 and reference Merchant Account # 669200549998.

24. The ability to accept debit cards for payments of fees and services.

The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of debit cards.

First Data/FISERV in alliance with Hancock Whitney Bank currently provides Merchant Services for the City of Gautier. For any changes to the existing program for the City of Gautier please contact the Partner Priority Team at (877) 273-8191 and reference Merchant Account # 669200549998.

25. The ability to accept on line payments from our website for payments for fees and services. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the services will be accommodated for acceptance of on line payments.

Additional information and pricing on Biller Express and Quick Pay have been included.

26. Please provide a copy of the bank's current depository commission certificate.

A copy of the Bank's current Treasury Department depository commission certificate is enclosed.

27. Please provide information, fees or other information concerning other services your bank provides that may be an advantage to the City.

The attached pro forma outlines fee schedule based on the City's usage. All services and charges not shown on the pro forma will be negotiated at the time of request.





Pro Forma Account Analysis for:
Relationship Manager:
TM Sales Rep:

City of Gautier
Jennifer King
Heather Olivier

State: MS
7/23/2020

Average Ledger Balance \$24,300,000.00
Less Average Uncollected Funds \$0.00
Average Collected Balance \$24,300,000.00
Less Reserve Requirement \$2,430,000.00
Average Available Balance \$21,870,000.00

Earnings Credit 0.00%
Negative Collected Balance Rate 8.75%
Reserve Requirement 10.00%
Number of Days in Cycle 30

Earnings Credit Allowance \$0.00
Total Analyzed Services \$1,010.16
Analysis Surplus or Deficit -\$1,010.16

**This proposal, the prices and descriptions of services contained herein are considered proprietary information.
Prices quoted will be offered for 90 days from the date of this proposal.*

Should the proposal be accepted after that time, the Bank reserves the right to revise any or all prices quoted.

Any services not specifically listed will be charged according to the Bank's current Business Account Fee Schedule.

SERVICE	VOLUME	PRICE	TOTAL
01 - Depository Services			
Account Maintenance	15	\$12.00	\$180.00
Supervision & Assessment Fee (volume is per \$1,000)	24,300	\$0.02	\$486.00
Deposits and Other Credits	90	\$0.50	\$45.00
Deposited Items - On Us	30	\$0.08	\$2.40
Deposited Items - Other	293	\$0.08	\$23.44
ACH Credits Received	37	\$0.10	\$3.70
Deposit Correction Fee	1	\$7.50	\$7.50
02 - Disbursement Services			
Checks and Other Debits	156	\$0.10	\$15.60
ACH Debits Received	4	\$0.10	\$0.40
04 - Cash Services			
Currency Deposited per \$1,000	42	\$1.50	\$62.39
Change Order Fee - Per Order	0	\$5.00	\$0.00
Currency Provided - Per Strap	0	\$0.50	\$0.00
Currency Provided - Per Roll	0	\$0.10	\$0.00
05 - Treasury Solution Online Banking			
TS - Monthly Maintenance	0	\$55.00	\$0.00
Per Account - 3 to 5 Accounts	0	\$5.00	\$0.00
Per Account - 6+ Accounts	0	\$12.50	\$0.00
Previous Day Per Item (over 400 Items)	0	\$0.10	\$0.00
TS Suite Monthly Maintenance (unlimited accounts)	1	\$50.00	\$50.00
TS Suite - Previous Day Per Item	581	\$0.05	\$29.05
08 - ACH Origination			
TS - ACH Module Monthly Maintenance	1	\$35.00	\$35.00
TS - ACH Same Day Module Monthly Maintenance	0	\$0.00	\$0.00
ACH - Origination - Per Item	0	\$0.10	\$0.00
ACH - Same Day Origination - Per Item	0	\$2.00	\$0.00
13 - Image Archive Services			
CD-ROM - Monthly Maintenance	0	\$25.00	\$0.00
CD-ROM - Annual Maintenance	0	\$50.00	\$0.00
CD-ROM - Additional Account (each)	0	\$5.00	\$0.00
CD-ROM - Per item (debit)	0	\$0.04	\$0.00
CD-ROM - Per item (credit)	0	\$0.04	\$0.00
Memo: Image Direct - Not Active			
Image Direct - Monthly Maintenance	2	\$15.00	\$30.00
Image Direct - Additional Account (each)	4	\$2.50	\$10.00
Image Direct - Per item (debit)	156	\$0.03	\$4.68
Image Direct - Per item (credit)	0	\$0.03	\$0.00
29 - Treasury Access Services			
ACH - EDI Report (prior day)	1	\$15.00	\$15.00
ACH - EDI Report (current day)	0	\$40.00	\$0.00
Incoming ACH Report (prior day)	1	\$10.00	\$10.00

Total Estimated Monthly Fees

\$1,010.16

**Biller Express Services and Fees****Biller Express Basic**

BE – Basic – Implementation	\$500.00
BE – Basic – Monthly Maintenance	\$100.00
BE – Basic – Bill Load/Presentation Fee (per record)	\$0.20
BE – Basic – ACH Payment (each)	\$0.40
BE – Basic – Card Payment (each)	\$0.40

Biller Express Quick Pay

BE – Quick Pay – Implementation	\$500.00
BE – Quick Pay – Monthly Maintenance	\$100.00
BE – Quick Pay – ACH Payment (each) **	\$1.00
BE – Quick Pay – Card Payment (each) **	\$1.00

** ACH/Card Payments fee apply for volume greater than 100

Biller Express Misc Fees

BE – Files Sent to Biller via FTP – Mo. Maintenance	\$150.00
BE – Files Sent By Biller via FTP (each)	\$15.00
BE – Bill Notification Fee (Google Pay)	\$0.20
BE – Bill Notification Fee (Apple Pay)	\$0.20
Other Specialty Use Fees Quoted Upon Request	

General Lockbox Services and Fees**Implementation**

LBX - Implementation-Standard	\$150.00
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Imaging

LBX - Image - Monthly Maintenance	\$100.00
LBX - Image - Per Remittance Document	\$0.15
LBX - PDF Print Transaction - Per Item	\$0.04
LBX - Image - Per Correspondence Only	\$0.40
LBX - Image - DVD Output	\$50.00
LBX - Image - CD-ROM Output	\$25.00
LBX - PDF Print Monthly Maintenance	\$30.00
LBX - PDF Print Batch Level Per Item	\$0.06
LBX - Image - Back Side - Mo Maintenance	\$35.00

File Transmission

LBX - Transmission - Data	\$250.00
LBX - Transmission - Image	\$250.00

Exception Manager Module

LBX - Exception Manager Portal Fee	\$125.00
LBX - Exception Manager Per Item	\$0.45

Bill Pay Direct Service and Fees

BPDP - Implementation Fee	\$500.00
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BPDP Standard

BPDP - Monthly Maintenance - Standard	\$250.00
BPDP -Bill Pay Item Transmitted - Standard	\$0.20

BPDP Package

BPDP - Monthly Maintenance - Package	\$0.00
BPDP -Bill Pay Item Transmitted - Package	\$0.50
BPDP - Monthly Minimum - Package	\$50.00
BPDP - FTP	\$50.00



Wholesale & Retail Lockbox Services

ADD EFFICIENCY TO YOUR COLLECTIONS

With a Lockbox Service, you can outsource your receivables process and take advantage of electronic capture of payments and remittance details. Payments are collected, processed and deposited to your account each day. Our Lockbox Service provides the earliest possible use of funds while reducing the clerical time and expense involved in payment processing.

WHOLESALE LOCKBOX

Wholesale Lockbox is generally used for business-to-business payments. Typically, the payment is accompanied by additional information. Because of this, correspondence, remittance documents and deposit information are available to you as image documents. You will have access to data needed for automated Accounts Receivable posting through Treasury Solution, our commercial online banking service, or direct transmission.

RETAIL LOCKBOX

Our Retail Lockbox service follows the same basic lockbox process, but it is designed to support a high volume of consumer payments. Retail Lockbox operates in a high-speed processing environment in which almost the entire process is automated. This service relies on a scannable payment coupon to provide the payment details that are captured for transmission to the client.

How Does Lockbox Service Operate?

The standard Lockbox Service provides end-to-end processing:

1. Set up your billing process to remit to one of our regional processing centers.
2. The Lockbox processor retrieves all payments from the post office throughout the day.
3. Payments are processed based on your firm's instructions.
4. The daily bank deposit is made to the client's designated account.
5. Online access for each payment and check deposited is provided.

How Can Your Business Benefit from a Lockbox?

- **Enhanced Funds Availability** – Lockbox reduces both receipt float (the time payments spend in the mail) and collection float (the time each check takes to clear) to speed the collection of receivables.
- **Timely Reports & Research** – Receive full details of your payments, including check images, invoices, envelopes and other documents. You have electronic reporting with Treasury Solution so your internal accounts receivable system can be updated quickly.

Reporting & Access Options

- Information detailing payment and deposit transactions available to you through Treasury Solution, our online banking module.
- Direct transmission of file data is available upon request.



Biller Express

**TRANSFORM YOUR WEBSITE SO CLIENTS
CAN VIEW & PAY BILLS**

Today, customers desire multiple payment choices including the ability to make online payments from your website.

Biller Express allows your customers to review their statement and make the payment from your website. The system has the option to send a reminder to your customer's email to notify them an invoice is ready to pay. We will provide you a secure, trustworthy platform to deliver a self-service invoice and online payment options without incurring the cost of a major investment or project.

Reduce the Costs of Your Legacy Billing Process

You will gain efficiency and improve cash flow because your legacy billing system costs can be reduced. Biller Express offers configuration options that augment the traditional paper-based payment model.

Streamline Your Payment Process

Biller Express can replace inefficient, costly paper bills, statements, and check payments with more efficient digital alternatives to reduce your cost. Plus, you define how your customer payment data is reported to you. With Biller Express your customer visits a secure website where they can see their invoices and make online payments.



Upload Bill File
(From Accounting System)



Create eBills
(From Bill File)



Client Reminder
(Via Email Alert)



eBill Presentment
(Upon Client Login)



eBill Payment
(Client Pays Bill Online)



Reconciliation
(Sends A/R File to Accounting System)

With Biller Express, your customer visits a secure website where they can see their invoices and make online payments.

Delight Your Customers

You will meet that demand because Biller Express features online enrollment, statement viewing and multiple payment options. The system also helps you manage your customer payment process because you can send email reminders when bills are due or become past due.

Customized for Your Business

With Biller Express, your business will have a custom-branded website featuring your logo, colors and menu options. You will be able to furnish customers eBills, and they can make payments through a secure link right on your homepage. We will help you with setup and maintenance of your Biller Express portal.

Biller Express is an integrated turn-key solution. Your business will be able to offer multiple online payment options – 1) debit card, 2) credit card or 3) checking/ Savings (ACH). You select the eBill presentment format (summary, detail or pdf statements). You select the payment channels to accept – 1) web site (including mobile access), 2) IVR and/or 3) CSR at a customer service center. The system provides a payments report or daily receivables file for your accounting reconciliation.

Three Biller Express Plans

Choose a Biller Express plan based on your company's volume of payments and billing process.

- **Biller Express Select Plan** – Customized to your specifications, the Select Plan offers multiple billing and payment channels, plus, advanced options for file delivery and client sign on. The typical Select Plan client will process 500+ invoices each month.
- **Biller Express Basic Plan** – The Basic Plan provides a standard program featuring summary invoice delivery and a web-based payment channel portal. The typical Basic Plan client will process under 500 invoices each month.
- **Biller Express Quick Pay Plan** – The Quick Pay plan allows you to use the Biller Express platform to allow customers to make

online payments only. No bill will be presented. This limited Quick Pay Plan can be a solution if you only want to accept online payments. Quick Pay is ideal for non-profits, schools, churches and organizations where a bill is not presented.

Biller Express – One Integration Point for eBills with Online Payments

Biller Express provides a secure, end-to-end system designed so your customers can go to your website to view and pay your bills directly.

We're Looking Forward to Working with You

We're ready to be your financial partner by providing access to industry-leading products, expertise and 5-star service. Contact your Relationship Manager or Treasury Specialist at 866-594-2304.

5/18

Business deposit and treasury fees may apply; please see our Treasury Services Fee Schedule for additional information.

Hancock Whitney Bank, Member FDIC. Terms and conditions apply.





OFFICE OF THE STATE TREASURER
LYNN FITCH
TREASURER

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Hancock Whitney Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th) day of November, 2020**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2019**.

A handwritten signature in dark ink, appearing to read "Lynn Fitch", is written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi



July 21, 2020

City of Gautier
Purchasing Department
Attn: Sherry Farabee, Purchasing Agent
3330 Hwy 90
Gautier, Mississippi 39553

RE: City Depository

Please accept this letter as notice that it is the desire of First Federal Savings and Loan Association of Pascagoula-Moss Point to serve as a depository bank for the city of Gautier for the period of July 2020 through June 2022. First Federal does not wish to serve as the lead depository but only as a secondary depository for the city in order to offer bids and accept ancillary deposits and investments as may become available.

We submit the following information as of June 30, 2020, to support our bid:

Total Capital: \$30,525,000

Total Deposits in Jackson County: \$204,787,000

Total Employees in Jackson County: 59

Total 2019 Tax Liability to City of Gautier: \$10,539

Capital Accounts Subject to Taxation: \$0

Total Loans Outstanding: \$255,039,000

Qualifying collateral including securities issued by Government National Mortgage Association (GNMA), Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC), municipal bonds issued by Mississippi municipalities and obligations of the United States government, will be pledged as required.

Phone 762-4034
903 Jackson Avenue
P. O. Box 640
Pascagoula, Mississippi
39568-0640

Phone 475-6151
4201 Bellview Street
P. O. Box 8645
Moss Point, Mississippi
39562-8645

Phone 497-9130
1414 Highway 90
P. O. Box 790
Gautier, Mississippi
39553-0790

Phone 818-1226
3905 Bienville Blvd.
P. O. Box 1170
Ocean Springs, Mississippi
39566-1170

Phone 588-9500
21505 Hwy 613
P. O. Box 580
Hurley, Mississippi
39555-0580

Phone 826-9130
10900 Hwy. 57
P. O. Box 5397
Vancleave, Mississippi
39565-5397

It would be a privilege to serve as a depository for the city of Gautier.
If you have any questions, you may reach me at 762-4034 or by email
at arenfro@firstwithus.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Alan Renfro', with a long horizontal flourish extending to the left.

Alan Renfro
Executive VP/CFO

First Federal Savings & Loan
PO Box 640
Pascagoula MS 39568-0640



OFFICE OF THE STATE TREASURER
LYNN FITCH
TREASURER

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, First Federal Savings and Loan Association is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2020**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2019**.

A handwritten signature in dark ink, appearing to read "Lynn Fitch", is written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi

THE PEOPLES BANK

MEMBER FDIC

"Where PEOPLE come first"

P.O. DRAWER 529 BILOXI, MISSISSIPPI 39533-0529
(228) 435-5511 • (228) 864-2252 • (800) USE MINT (873-6468)
FAX (228) 435-8418

July 29, 2020

City of Gautier, MS
Ms. Sherry Farabee, Purchasing Department
3330 Highway 90
Gautier, MS 39553

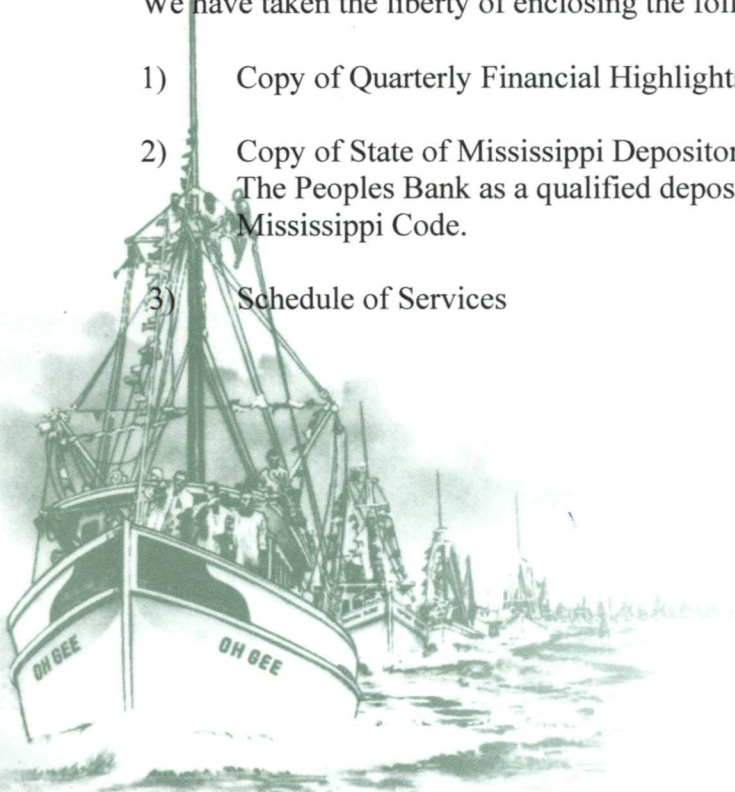
Re: Depository Bid for the City of Gautier for the years 2020 - 2021

Dear Ms. Farabee:

Please consider this letter as our bid proposal pursuant to Section 27-105-303, Section 27-105-305 and other applicable sections of the Mississippi Code.

We have taken the liberty of enclosing the following items:

- 1) Copy of Quarterly Financial Highlights dated March 30, 2020.
- 2) Copy of State of Mississippi Depository Commission dated December 1, 2019, showing The Peoples Bank as a qualified depository as required by section 27-105-353 of the Mississippi Code.
- 3) Schedule of Services



Pursuant to your bid request, we submit the following:

1. The securities we would pledge for funds on deposit would be direct obligations of the United States Treasury and other fully guaranteed obligations of the United States Government. In addition, the bank may also pledge other obligations as described in Section 27-105-5 of the Mississippi Code.

All collateral securities are pledged to the State Treasurer, who acts as agent for all depositors of public funds. We report our public fund balances and collateral pledged to the State Treasurer on a monthly basis. The State then confirms that we are in compliance with the pool program, and have sufficient collateral pledged to secure all public funds on deposit.

2. Rates are subject to change based on prevailing market rates. Current NOW account rate is 0.06% with an annual percentage yield of 0.06%. Current money market account (CIA) rate is 0.06 with an APY of 0.06% for balances over 25,000.00.

3. Safe Deposit Box Fee - No Charge

4. No minimum balance fee; no minimum amount required

5. Demand Deposit Account Fee - No Charge

6. NOW account fee - No Charge

7. Money Market Deposit Account

- a. Cash Investment Account

Minimum balance to open account is \$2,500.00. Interest rate adjusted weekly. If balance drops below \$2,500.00, interest accrues at current NOW account rate.

- b. NOW Accounts

\$1,500.00 minimum balance to earn interest.

8. Stop Payment Fee - No Charge

9. No fee will be charged for processing money orders.

10. No direct deposit fee for payroll will be charged.

11. No fee for processing bank drafts.

12. Each month a bank statement will be provided to the City.

13. Our bank is willing to act as a lead bank for the city for daily distributions of funds should the city select more than one bank as depository. No fee.
14. If chosen as the lead bank, we will handle opening accounts with other banks at no charge.
15. The Peoples Bank can secure any amount of deposits that the City of Gautier chooses to place with the bank.
16. A copy of the State Treasurer Certification is attached.
17. On-line banking is available at no charge.
18. Our "sweep" account allows excess funds to be swept each day into an interest bearing account at current rates of interest. Our funds management accounts are currently paying .07% for balances over \$100,000 to \$499,000; .08% for balances \$500,000 to \$999,000; and .09% for balances over \$1,000,000. These rates are subject to change on the first Tuesday of every month.

Under our sweep account arrangements, we either sweep to a zero-balance arrangement or retain a floor/ceiling balance. The investment side of the sweep offers short term investments from FDIC insured products through direct purchase of U. S. Treasury securities and U. S. Government Agency obligations. We reserve the right to place funds in ICS (Insured Cash Sweep).

19. Fees are listed in the enclosed service brochure. However, fees would be determined for the City on an analysis basis, based on balances maintained and volume of activity.
20. Please refer to item #2.
21. Due to Check 21 legislation, no bank will be able to provide you with your cancelled checks. This information is available on line, or compact discs of the front and back of cancelled checks can be provided.
22. No charge for bank statements reflecting activity through the last working day of each month.
- 23/24/25. We offer merchant services through Elavon, a third party provider; therefore we can provide merchant services, but not without a fee. The Peoples Banks has no objection with the City continuing to use your current provider as we cannot waive fee, and it is very difficult to change processor.
26. A copy of the State Treasurer Certification is attached.
27. The Peoples Bank offers many services that could be beneficial to the City of Gautier. Our bank is the trustee, registrar, or paying agent for county or municipal bond issues

throughout the state of Mississippi. Our corporate trust area will be happy to discuss your specific needs and assist you in any investment matters that may arise.

Our Gautier branch is located at 2609 Highway 90 in Gautier and is managed by David Thompson. We would appreciate being named a depository for the City of Gautier. We invite you to compare our capital account against the capital account of any bidder which you may receive. We feel our strength, stability, security and integrity speak for us.

Please call on us anytime if you have questions concerning this proposal at 435-5511, or the Gautier branch at 497-1766. Be sure to visit our web site at www.thepeoples.com.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Chevis C. Swetman", with a stylized flourish at the end.

Chevis C. Swetman
President and CEO



OFFICE OF THE STATE TREASURER
LYNN FITCH
TREASURER

Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, **The Peoples Bank, Biloxi** is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2020**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2019**.

A handwritten signature in cursive script, reading "Lynn Fitch", is written over a horizontal line.

Lynn Fitch

Treasurer of the State of Mississippi





PEOPLES FINANCIAL CORPORATION

FOR IMMEDIATE RELEASE

For more information, contact:
Paul D. Guichet, Vice President
228-435-8761
pguichet@thepeoples.com

**PEOPLES FINANCIAL CORPORATION
REPORTS RESULTS FOR FIRST QUARTER OF 2020
AND ANNOUNCES DIVIDEND**

BILOXI, MS (April 22, 2020)—Peoples Financial Corporation (OTCQX Best Market: PFBX), parent of The Peoples Bank, announced earnings for the first quarter ending March 31, 2020. Additionally, the company declared a cash dividend of \$0.02 per common share, payable May 8, 2020 to shareholders of record as of May 4, 2020.

Net income for the first quarter of 2020 was \$1,123,000 compared to \$405,000 for the first quarter of 2019. Earnings per weighted average common share for the first quarter of 2020 were \$0.23 compared to earnings of \$0.08 for the first quarter of 2019. Per share figures are based on weighted average common shares outstanding of 4,927,616 and 4,943,186 for the quarters ended March 31, 2020 and 2019, respectively.

Favorably impacting the company's financial performance in first quarter of 2020 was a \$822,000 increase in non-interest income, including a gain on the sale of securities and a gain on the sale of bank-owned real estate. Additionally, the company's non-interest expense decreased \$131,000 as strategies to improve efficiency continue to be implemented.

"We are pleased with our continued financial progress in the first quarter," said Chevis C. Swetman, chairman and chief executive officer of the holding company and the bank. He added, "The safety, health and well-being of customers and employees is of the utmost importance. Given the unique challenges resulting from COVID-19, we have modified our banking operations to meet our customer's needs.

We are actively participating in the Small Business Administration's Paycheck Protection Program and assisting our small business customers with their applications. At this point in the program, we have funded 227 loans totaling \$17,800,000. This has been a tremendous benefit for our small business customers."

As we celebrate the 124th anniversary of the founding of The Peoples Bank this month, we continue to represent strength, security and stability in our community. The company's primary capital ratio was 16.61% at March 31, 2020, one of the highest ratios in the Southeast United States, compared to 15.24% at March 31, 2019. The company's book value per share was \$20.34 and \$18.35 at March 31, 2020 and 2019, respectively.

Founded in 1896, with \$646 million in assets as of March 31, 2020, The Peoples Bank operates 18 branches along the Mississippi Gulf Coast in Hancock, Harrison, Jackson and Stone counties. In addition to offering a comprehensive range of retail and commercial banking services, the bank also operates a trust and investment services department that has provided customers with financial, estate and retirement planning services since 1936.

The Peoples Bank is a wholly-owned subsidiary of Peoples Financial Corporation, listed on the OTCQX Best Market under the symbol PFBX. Additional information is available on the Internet at www.thepeoples.com.

This news release contains forward-looking statements and reflects industry conditions, company performance and financial results. These forward-looking statements are subject to a number of risk factors and uncertainties which could cause the Company's actual results and experience to differ from the anticipated results and expectation expressed in such forward-looking statements.

PEOPLES FINANCIAL CORPORATION
(In thousands, except per share figures) (Unaudited)

EARNINGS SUMMARY

Three Months Ended March 31,	2020	2019
Net interest income	\$ 4,396	\$ 4,620
Provision for loan losses	64	54
Non-interest income	2,266	1,466
Non-interest expense	5,475	5,627
Net income	1,123	405
Earnings per share	.23	.08

TRANSACTIONS IN THE ALLOWANCE FOR LOAN LOSSES

Three Months Ended March 31,	2020	2019
Allowance for loan losses, beginning of period	\$ 4,207	\$ 5,340
Recoveries	62	58
Charge-offs	(142)	(76)
Provision for loan losses	64	54
Allowance for loan losses, end of period	<u>\$ 4,191</u>	<u>\$ 5,376</u>

PERFORMANCE RATIOS

March 31,	2020	2019
Return on average assets	0.72%	0.26%
Return on average equity	4.62%	1.82%
Net interest margin	3.10%	3.30%
Efficiency ratio	83%	93%

BALANCE SHEET SUMMARY

March 31,	2020	2019
Total assets	\$ 646,149	\$ 632,961
Loans	270,928	267,492
Securities	293,111	281,579
Other real estate (ORE)	6,573	8,873
Total deposits	525,825	521,337
Shareholders' equity	99,543	90,685
Book value per share	20.34	18.35
Weighted average shares	4,927,616	4,943,186

PERIOD END DATA

March 31,	2020	2019
Allowance for loan losses as a percentage of loans	1.55%	2.01%
Loans past due 90 days and still accruing	39	
Nonaccrual loans	8,833	6,102
Primary capital	16.61%	15.24%

Councilman Colledge made the motion to approve the combination of specified positions of City Clerk and Comptroller, as presented, on the Revised Schedule of Authorized Positions. Councilwoman Martin seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 252-2020

ORDINANCE APPROVING COMBINATION OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

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

WHEREAS, the City Manager has recommended combining the city clerk and comptroller positions, as follows, pursuant to Miss. Code Ann. 21-9-45:

1. City Clerk/Comptroller

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

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

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on August 18, 2020 to consider creation of the specified position, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council combines the city clerk and comptroller position into the following position:
 1. City Clerk/Comptroller
- B. The Official Schedule of Authorized Positions shall be amended as Attached.

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

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

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

NAYS: None

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **18th** day of August, 2020.

Mayor

Attest: _____
City Clerk

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/11/2020
Subject: Authorization to approve a Business Service Agreement with Sparklight for Shepard State Park

REQUEST:

The Recreation Department requests City Council authorization to approve a Business Service Agreement with Sparklight for internet service for Shepard State Park.

BACKGROUND:

The Shepard Park Welcome Center is nearing completion and we are now to the phase of getting ready to move offices to the welcome center and will need internet for the cabin.

DISCUSSION:

Sparklight will incur the construction infrastructure cost associated with running internet to the cabin. The City will enter into a 36-month term for internet service at a rate of \$255.23 monthly and will lease a modem for \$8.99 monthly and 4 Wi-Fi extenders for \$23.80 monthly.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Business Service Agreement with Sparklight for internet service for Shepard State Park

City Council May:

1. Approve a Business Service Agreement with Sparklight for internet service for Shepard State Park
2. Not approve a Business Service Agreement with Sparklight for internet service for Shepard State Park.

ATTACHMENTS:

1. Sparklight Quote_Document_-Q-81014 (1)

SCHEDULE OF AUTHORIZED POSITIONS FY 2020

	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender				Unfunded (1)	
Total Funded				1	
Total Non-Funded				1	
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant III - DCC	2080	11	1		
Economic Developer			Unfunded (1)		
Total Funded			2		
Total Non-Funded			1		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Administrative Clerk	2080	8	1		
Total Funded			3		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	12	1		

Parks Supervisor	2080	12	1	
Grounds and Maint. Oper. Crew Ldr	2080	9	1	
Grounds and Maintenance Oper.	2080	7	3	1
Student Administrative Clerk	N/A	N/A		1
Park Attendant	N/A	N/A		3
Custodian	2080	7	1	

Total Funded			8	5
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Total Non-Funded				
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FINANCE DEPARTMENT

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

Court Division

Court Clerk	2080	13	1	
Deputy Court Clerk I	2080	9	1	
Deputy Court Clerk II	2080	10	1	

Total Funded			6	5
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Total Non-Funded				
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HUMAN RESOURCES DEPARTMENT

Director			Unfunded (1)	
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HR Specialist	2080	12	1	
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Total Funded			1	
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Total Non-Funded			1	
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CITY CLERK DEPARTMENT

City Clerk/Comptroller	2080	21	1
Deputy City Clerk			Unfunded (1)
Purchasing Agent	2080	12	1
Administrative Clerk	2080	8	1
 Utility Services Division			
Utility Services Manager	2080	15	1
Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	8	1
Meter Reader	2080	7	2
 Total Funded			12
Total Non-Funded			1

<u>PLANNING DEPARTMENT</u>			
Director/Building Official	2080	21	1
Planning Technician	2080	11	1
Administrative Clerk	2080	8	1
Building and Code Inspector	2080	13	1
Code Enforcement Officer	2080	10	2
 Maintenance Division			
Mechanic	2080	14	2
Multi-Craft Maintenance Worker	2080	12	1
 Total Funded			9
Total Non-Funded			

<u>POLICE DEPARTMENT</u>			
Police Chief	2080	22	1

Administrative Assistant IV	2080	12	1
Captain	2080	15	3

CID

Detective Lieutenant	2080	14	1
Detective Sergeant	2080	13	1
Detective	2080	12	2
Detective	2080	12	Unfunded (1)
FBI Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	Unfunded (1)
Records Clerk	2080	8	1
Animal Control Officer	2080	9	1

Patrol

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

Traffic

Traffic Sergeant	2184	10S	Unfunded (1)
K9 Officer	2184	10	1
Traffic Officer	2184	10	3
Traffic Officer	2184	10	Unfunded (1)
School Crossing Guard	N/A	N/A	4
Reserve Officer	N/A	N/A	21

Total Funded			49	4	21
Total Non-Funded			4		

* Probationary Grade 9

FIRE DEPARTMENT

Fire Chief	2080	22	1
Deputy Fire Chief/Fire Marshall	2080	20	1
Fire Training Officer	2080	18	1
Fire Captain	2496	12	3
Fire Lieutenant	2496	11	9
Firefighter	2496	9 or 10*	24

Total Funded			39
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Total Non-Funded			
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**Probationary Firefighter/Grade 9*

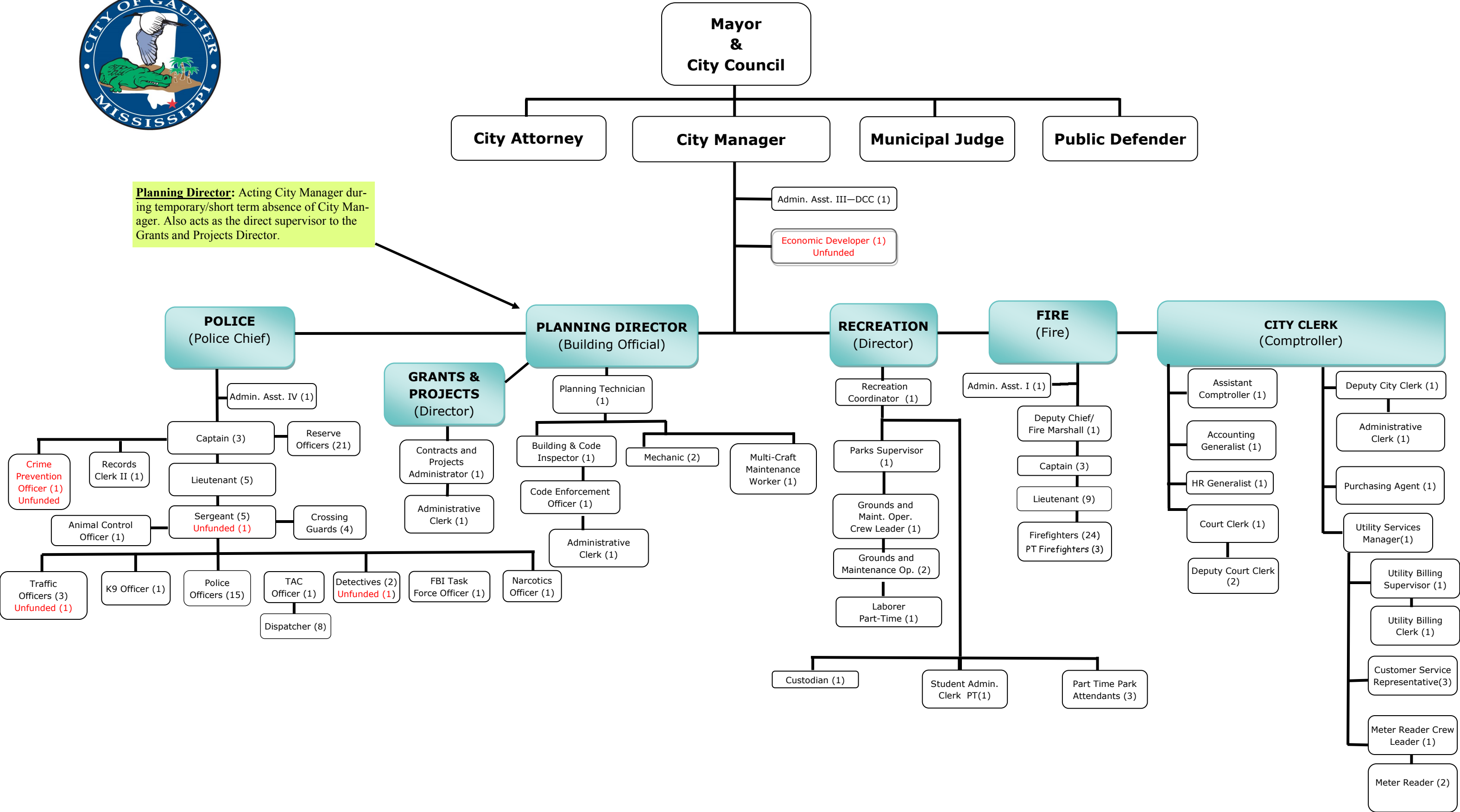
Certified Firefighter/Grade 10

<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
Judicial: Funded		1	
Judicial: Unfunded		1	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	3		
Recreation Dept.	8	5	
Finance Dept: Funded	6		
Human Resources Dept: Funded	1		
Human Resources Dept: Unfunded	1		
City Clerk Dept: Funded	12		
City Clerk Dept: Unfunded	1		
Planning Dept: Funded	9		
Police Department: Funded	49	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39		
TOTAL	129	10	21
TOTAL UNFUNDED	7	1	

CITY OF GAUTIER ORGANIZATION CHART

FY 2020

Effective August 18, 2020



Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Mayor Torjusen 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 408-2020

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 **Councilwoman Martin**, seconded by **Mayor Torjusen**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	202858	08/18/2020	07/31/2020			978.06	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-161-631	SOUTH FD 76008001	07192020	07192020		07/28/2020		330.34
	001-170-631	BACOT PARK 10137	07192020	07192020		07/28/2020		494.17
	001-201-629	SIGNAL LIGHTS 10138	07192020	07192020		07/28/2020		128.55
	001-170-631	BACOT SPLASHPAD 103751001	07192020	07192020		07/28/2020		25.00
001	BORDIS & DANOS PLLC	202869	08/18/2020	08/05/2020			10,000.00	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-060-602	AUG 2020 RETAINER	85			08/03/2020		10,000.00
001	CREDIT CARD CENTER	202883	08/18/2020	08/05/2020			996.33	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-161-535	BUNKER BOOT:MCGARVEY	06302020	06302020		07/02/2020		321.00
	001-161-535	BUNKER BOOT:HOLLAND	06302020	06302020		07/02/2020		321.00
	001-092-559	50PK DISP MASK (2)	07102020	07102020		07/13/2020		113.40
	001-170-513	DVD:ABOMINABLE	07212020	07212020		07/22/2020		20.93
	001-094-682	GPA DUES:STENNETT	07232020	07232020		07/24/2020		220.00
001	SECURE NETWORKS LLC	202884	08/18/2020	08/05/2020			2,280.00	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-092-698	SEPT 2020 NETWORK SERVICES	4234			07/14/2020		2,280.00
001	SOUTHERN PEST CONTROL INC	202885	08/18/2020	08/05/2020			403.30	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-092-698	CITY FACILITIES	17 1-00372979			07/28/2020		403.30
001	MS DEPT OF FINANCE & ADMIN	202887	08/18/2020	08/05/2020			17,695.00	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-000-300	JUL 2020 COURT ASSESSMENTS	07312020	07312020		08/03/2020		17,695.00
001	MS DEPT OF PUBLIC SAFETY	202889	08/18/2020	08/05/2020			1,165.00	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-000-300	JUL 2020 SPECIAL ASSESSMENTS	07312020	07312020		08/03/2020		1,165.00
001	MS DEPT OF PUBLIC SAFETY	202890	08/18/2020	08/05/2020			400.00	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-000-300	JUL 2020 INTERLOCK FEES	07312020	07312020		08/03/2020		400.00
001	MSC 7511	202891	08/18/2020	08/05/2020			113.14	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-161-698	GEMG00-01 RENTAL FEE	INV3773611			07/28/2020		113.14
001	AT&T MOBILITY	202892	08/18/2020	08/05/2020			100.60	
	Account Number	Description	Invoice #	Invoice			Amount	
	001-161-605	CELL SERV(2):287294177255X	08052020	08052020		07/27/2020		100.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	202893	08/18/2020	08/05/2020	Invoice # NP58637298 NP58637298 NP58637298	Date 08/03/2020 08/03/2020 08/03/2020	1,533.26 Amount	38.32 1,242.10 252.84
001	CABLE ONE INC	202895	08/18/2020	08/05/2020	Invoice # AUG 2020: SR BLDG #120793682	Date 08/01/2020	84.62 Amount	84.62
001	CABLE ONE INC	202896	08/18/2020	08/05/2020	Invoice # AUG 2020: #107571481	Date 08/01/2020	147.06 Amount	147.06
001	GRAND VIEW SECURITY LLC	202898	08/18/2020	08/07/2020	Invoice # ALARM MONITORING: BUDDY DAVIS	Date 08/03/2020	300.00 Amount	300.00
001	BAYVIEW PET MEDICAL AND DENTAL	202899	08/18/2020	08/07/2020	Invoice # EXAM/VACCS/MEDS: JUSTICE	Date 08/05/2020	476.68 Amount	476.68
001	CENTERPOINT ENERGY	202901	08/18/2020	08/07/2020	Invoice # CENTRAL FIRE STN:6/24-7/28/20 SOUTH FIRE STN:6/24-7/28/20	Date 08/03/2020 08/03/2020	72.72 Amount	39.42 33.30
001	MALLETTE BROTHERS CONSTRUCTION INC	202902	08/18/2020	08/07/2020	Invoice # 8.39 RIP RAP TN	Date 08/03/2020	461.45 Amount	461.45
001	O'REILLY AUTO PARTS	202905	08/18/2020	08/07/2020	Invoice # 1GAL MOTOR OIL: E4 FUSE ASRT	Date 07/06/2020 07/28/2020	24.98 Amount	19.99 4.99
001	AUTO TRUCK AND TRAILER PARTS INC	202915	08/18/2020	08/07/2020	Invoice # BLOW RESISTOR: R33 BELT (2): COMM UNIT MIRROR: E4 BOLTS, LOCK NUT (12), WASHER (24) GAS CAP: E5 OIL FILTER, OIL (6), ANTIFRZ (3) WIRE CONNECTOR: DODGE CHRG BALL JOINT (2): U #12411 CDT RTN: MIRROR E4 ROTOR (2), BRAKE PADS: DODGE CHG HYPER LUBE (8), OIL FILTER (12) BULB	Date 07/02/2020 07/02/2020 07/02/2020 07/09/2020 07/09/2020 07/13/2020 07/13/2020 07/14/2020 07/21/2020 07/21/2020 07/29/2020 07/29/2020	620.55 Amount	21.00 57.59 45.00 33.00 18.17 65.66 5.50 85.00 -45.00 197.76 127.36 9.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ENTERPRISE FUND Account Number 001-000-104	202917	08/18/2020	08/11/2020	Invoice # 07292020	Date 07/29/2020	P.O. Amount	14,986.50 Amount 14,986.50
001	CINTAS CORPORATION NO 2 Account Number 001-205-535 001-205-535 001-205-535 001-205-535 001-205-535	202919	08/18/2020	08/10/2020	Invoice # 4054655149 4055275574 4055987760 4056555748 4057187046	Date 07/01/2020 07/08/2020 07/15/2020 07/22/2020 07/29/2020	P.O. Amount 78.07 78.07 78.07 78.07 78.07	390.35 Amount 78.07 78.07 78.07 78.07
001	AT&T INTERSTATE DED PRIVATE Account Number 001-100-699	202922	08/18/2020	08/10/2020	Invoice # 3120054760	Date 08/01/2020	P.O. Amount	217.97 Amount 217.97
001	AIRGAS USA LLC Account Number 001-205-588	202924	08/18/2020	08/10/2020	Invoice # 9972665586	Date 07/31/2020	P.O. Amount	221.63 Amount 221.63
001	JARRETT TYLER COX Account Number 001-010-602	202930	08/18/2020	08/10/2020	Invoice # 07062020	Date 08/03/2020	P.O. Amount	200.00 Amount 200.00
001	DIRECTV LLC Account Number 001-161-698	202931	08/18/2020	08/10/2020	Invoice # 08132020	Date 08/14/2020	P.O. Amount	155.00 Amount 155.00
001	LOWES HOME CENTERS INC Account Number 001-170-635 001-170-635 001-161-559 001-161-559 001-100-635 001-100-635 001-100-635 001-100-635 001-161-559 001-170-635 001-170-634 001-100-639 001-205-559 001-100-799 001-100-639 001-170-635 001-161-559	202935	08/18/2020	08/10/2020	Invoice # 991406 901744 901302 901888 901869 901138 901245 964512 964519 901070 902073 901491 901462 916440 901232 901423 901632	Date 06/16/2020 06/25/2020 06/26/2020 06/29/2020 06/29/2020 06/30/2020 06/30/2020 07/01/2020 07/02/2020 07/08/2020 07/08/2020 07/10/2020 07/10/2020 07/13/2020 07/13/2020 07/14/2020 07/24/2020	P.O. Amount 625.74 21.82 14.17 5.29 41.48 27.36 16.62 8.52 21.30 8.19 42.72 21.36 34.55 502.55 63.55 7.21 4.74	1,467.17 Amount 625.74 21.82 14.17 5.29 41.48 27.36 16.62 8.52 21.30 8.19 42.72 21.36 34.55 502.55 63.55 7.21 4.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ECONOMIC DEVELOPMENT Account Number 001-021-688	202936	08/18/2020	08/11/2020	Invoice # 800	Date 08/03/2020 P.O.	500.00 Amount	500.00
001	MUNICIPAL CODE CORPORATION Account Number 001-040-699	202938	08/18/2020	08/11/2020	Invoice # 00346783	Date 08/05/2020 P.O.	550.00 Amount	550.00
001	BUTLER SNOW LLP Account Number 001-040-699	202939	08/18/2020	08/11/2020	Invoice # 10258012	Date 03/31/2020 P.O.	3,000.00 Amount	3,000.00
001	JACKSON COUNTY ADULT DETENTION CENTER Account Number 001-010-696	202942	08/18/2020	08/11/2020	Invoice # 07312020	Date 08/05/2020 P.O.	6,755.00 Amount	6,755.00
001	MSC 7511 Account Number 001-092-698	202943	08/18/2020	08/11/2020	Invoice # INV3787001	Date 08/05/2020 P.O.	470.88 Amount	470.88
001	MSC 7511 Account Number 001-100-699	202944	08/18/2020	08/11/2020	Invoice # INV3759143	Date 07/20/2020 P.O.	246.91 Amount	160.26 1.58 85.07
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC Account Number 001-100-699	202945	08/18/2020	08/11/2020	Invoice # 375014	Date 07/30/2020 P.O.	212.00 Amount	212.00
001	ACE DATA STORAGE INC Account Number 001-100-699	202946	08/18/2020	08/11/2020	Invoice # 72911	Date 08/01/2020 P.O.	105.00 Amount	105.00
001	C SPIRE WIRELESS Account Number 001-021-605	202947	08/18/2020	08/11/2020	Invoice # 0030759348	Date 07/31/2020 P.O.	775.91 Amount	47.19 128.57 201.60 102.57 94.38 150.13 51.47
001	OCCUPATIONAL HEALTH CENTER INC Account Number 001-022-604	202952	08/18/2020	08/11/2020	Invoice # 213496	Date 08/06/2020 P.O.	95.00 Amount	30.00 65.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	202953	08/18/2020	08/11/2020	Invoice #	Date	P.O.	1,816.05
		Description			Invoice #	Date	P.O.	Amount
		UNL FUEL			BG224250	08/10/2020		1,440.44
		UNL&DSL FUEL			BG224250	08/10/2020		246.12
		UNL&DSL FUEL			BG224250	08/10/2020		107.54
		UNL&DSL FUEL			BG224250	08/10/2020		21.95
001	DELTA SANITATION OF MS LLC	202957	08/18/2020	08/11/2020	Invoice #	Date	P.O.	35.00
		Description			Invoice #	Date	P.O.	Amount
		FRAZIER PORT O LET			0001103765	07/31/2020		35.00
001	ALABAMA MEDIA GROUP	202958	08/18/2020	08/11/2020	Invoice #	Date	P.O.	51.90
		Description			Invoice #	Date	P.O.	Amount
		NOTICE:AMENDMENT GPC20-12-UDO			0009666067	07/19/2020	200843	16.92
		BID AD: DEPOSITORY SERV			00096661180	07/19/2020	200825	34.98
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	202960	08/18/2020	08/11/2020	Invoice #	Date	P.O.	412.30
		Description			Invoice #	Date	P.O.	Amount
		PL 501 POLICE LT TEST (5)			565511LV4S	07/21/2020	200839	76.00
		ADMIN FEE			565511LV4S	07/21/2020	200839	92.15
		PSUP 501 POL CPL/SGT TEST (5)			565511LV4S	07/21/2020	200839	152.00
		ADMIN FEE			565511LV4S	07/21/2020	200839	92.15
001	ANIMAL CARE EQUIPMENT & SERV	202961	08/18/2020	08/11/2020	Invoice #	Date	P.O.	169.50
		Description			Invoice #	Date	P.O.	Amount
		REPL CABLE 5' KETCH-ALL POLE(2)			82491	05/26/2020	200695	48.00
		5' STANDARD KETCH-ALL POLE			82491	05/26/2020	200695	89.00
		SHIPPING			82491	05/26/2020	200695	32.50
001	CUSTOM PRODUCTS CORPORATION	202962	08/18/2020	08/11/2020	Invoice #	Date	P.O.	1,159.23
		Description			Invoice #	Date	P.O.	Amount
		STREET SIGNS (16)			338050	08/03/2020	200853	320.80
		WORK AHEAD MESH SIGN (3)			338050	08/03/2020	200853	123.33
		U-CHANNEL BRACKET 50/BX (50)			338050	08/03/2020	200853	240.50
		5.5 CROSS BRACKET (50)			338050	08/03/2020	200853	244.50
		BA NUTS VANDAL RESISTANT (100)			338050	08/03/2020	200853	82.00
		BOLT CARRIAGE HEAD (100)			338050	08/03/2020	200853	43.00
		NYLON WASHER (100)			338050	08/03/2020	200853	16.00
		FREIGHT			338050	08/03/2020	200853	89.10
001	GOODYEAR AUTO CENTER	202964	08/18/2020	08/11/2020	Invoice #	Date	P.O.	551.00
		Description			Invoice #	Date	P.O.	Amount
		SET 245/55R18 103V EAG: U #8			220568	08/03/2020	200836	551.00
001	OFFICE DEPOT 1104	202965	08/18/2020	08/11/2020	Invoice #	Date	P.O.	144.50
		Description			Invoice #	Date	P.O.	Amount
		DVD-R RECORD MEDIA 100/PK (2)			1137786601	07/30/2020	200857	89.98
		100/PK CD/DVD PAPER (2)			1137786601	07/30/2020	200857	11.98
		EXPO DRY ERASE MARKER 8/PK (2)			1137786601	07/30/2020	200857	18.04
		FILE FOLDER LETTER 100EX (5)			1137786601	07/30/2020	200857	24.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUN HERALD	202968	08/18/2020	08/11/2020	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	NOTICE:OST WW SYS UPGRADE PROJ	0004684279	06/29/2020	200790	42.24		
	001-040-615	BID: CITY HALL WATER WELL PROJ	0004694293	07/13/2020	200827	83.30		
	001-040-615	NOTICE: 100-YEAR FLOODPLAIN	0004714532	07/31/2020	200860	70.92		
001	STAPLES BUSINESS ADVANTAGE DEPT	202969	08/18/2020	08/11/2020	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	CS 8.5X11 COPY PAPER (10)	3451852448	07/22/2020	200842	415.30		
	001-040-500	8.5X11 NOTEBOOK 3 SUBJ	3451989236	07/24/2020	200848	6.07		
	001-040-500	MEAD NOTEBOOK 6X9.5 3 SUBJ	3451989236	07/24/2020	200848	2.20		
	001-040-500	GOLDENROD PAPER 500/REAM (5)	3451989236	07/24/2020	200848	28.20		
	001-040-500	POST-IT SIGN HERE FLAG 100/PK	3451989236	07/24/2020	200848	4.36		
	001-040-500	HP 950XL/951 CARTRIDGE 4/PK	3451989236	07/24/2020	200848	109.84		
	001-100-500	PILOT RETRACT GEL PEN DZ (2)	3452430676	07/30/2020	200856	21.98		
	001-100-500	BIC WITE-OUT CORRECT 10/PK (2)	3452430676	07/30/2020	200856	24.80		
	001-100-500	BROTHER TN630 TONER (8)	3452430676	07/30/2020	200856	321.28		
	001-100-500	3-PART RECEIPT BOOK (2)	3452430676	07/30/2020	200856	16.20		
	001-100-500	UNIBALL RETRACT PEN 8/PK (2)	3452430676	07/30/2020	200856	17.54		
	001-100-500	POST-IT 3X3 CANARY DZ (2)	3452430676	07/30/2020	200856	19.74		
	001-100-500	EPSON T127 BLACK INK (2)	3452430676	07/30/2020	200856	53.80		
	001-100-500	EPSON T127 COLOR INK 3/PK (2)	3452430676	07/30/2020	200856	100.98		
	001-100-500	BROTHER TN360 TONER 2/PK (2)	3452430676	07/30/2020	200856	259.88		
	001-100-500	PILOT RETRACT BLUE DZ (4)	3452430676	07/30/2020	200856	43.96		
	001-100-500	PILOT RETRACT BLACK DZ (2)	3452430676	07/30/2020	200856	21.98		
001	ASTRO FORD	202972	08/18/2020	08/11/2020	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	WIRE ASY-LABOR: CHIEF TRUCK	148010/1	07/17/2020	200840	360.25		
001	BARNEYS POLICE AND HUNTING SUPPLIES	202973	08/18/2020	08/11/2020	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	SAF35 HOLDER EATON (5)	00526618-3	08/10/2020	200673	144.95		
001	AFFORDABLE PAINT & BODY	202974	08/18/2020	08/11/2020	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	INSTL DECALS: U #12557	208650	08/03/2020	200833	315.00		
	001-100-638	INSTL DECALS: U #12558	208650	08/03/2020	200833	315.00		
	001-100-638	INSTL DECALS: U #12559	208650	08/03/2020	200833	315.00		
FUND TOTAL	1 Claims	49 Total	75,656.32	Manual	Held	Total		75,656.32

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GALLS LLC	202959	08/18/2020	08/11/2020			447.64	
	Account Number			Invoice #		Date	P.O.	
	156-100-799			016010446		07/07/2020	200763	443.48
	156-100-799			016010446		07/07/2020	200763	4.16
		1	Total	447.64	Manual		Held	Total
								447.64

Fund		Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	LOWES HOME CENTERS INC	Account Number 171-176-779	202933	08/18/2020	08/10/2020			1,139.05	
			Description	Invoice #	Date	P.O.		Amount	
			25.5-CU FT FRIDGE: LOG CABIN	914221	07/02/2020			1,139.05	
FUND TOTAL 171 Claims			Checks	1 Total	1,139.05 Manual	Held	Total	1,139.05	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	202929	08/18/2020	08/10/2020			4,309.91	
		Description LIBRARY SUPPORT		Invoice # JUL 2020		Date 07/21/2020	Amount 4,309.91	
FUND TOTAL	172 Claims	1	Total	4,309.91	Manual	Held	Total	4,309.91

Release date from 08/18/2020 thru 08/18/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE Account Number 176-170-631 176-170-631	202859	08/18/2020	07/31/2020 Invoice # 07192020 07192020	Date P.O. 07/28/2020 07/28/2020	2,647.04 Amount	2,597.38 49.66
176	SINGING RIVER ELECTRIC COOPERATIVE Account Number 176-170-631	202878	08/18/2020	08/05/2020 Invoice # 07192020	Date P.O. 07/28/2020	229.52 Amount	229.52
176	LOWES HOME CENTERS INC Account Number 176-170-635 176-170-586 176-170-586 176-170-500	202934	08/18/2020	08/10/2020 Invoice # 964517 901623 901255 909379	Date P.O. 07/02/2020 07/06/2020 07/17/2020 07/20/2020	66.91 Amount	8.54 26.00 23.36 9.01
176	C SPIRE WIRELESS Account Number 176-170-605	202948	08/18/2020	08/11/2020 Invoice # 0030759348	Date P.O. 07/31/2020	51.47 Amount	51.47
176	STAPLES BUSINESS ADVANTAGE DEPT ATL Account Number 176-170-500	202970	08/18/2020	08/11/2020 Invoice # 3451989237	Date P.O. 07/24/2020	16.10 Amount	16.10
FUND TOTAL 176 Claims		to	Checks	5 Total	3,011.04 Manual	Held	Total 3,011.04

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
308	HEFLIN ENGINEERING INC Account Number 308-176-763	202870	08/18/2020	08/05/2020			4,800.00	
		Description	Invoice #	Date	P.O.		Amount	
		CONSTRUCTION PHASE 60%	0007	08/03/2020			4,800.00	
FUND TOTAL	308 Claims	1 Total	4,800.00	Manual	Held	Total	4,800.00	

Release date from 08/18/2020 thru 08/18/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Invoice #	Check Number	Claim Amount	Approved/Disapproved
353	DNA UNDERGROUND LLC Account Number 353-722-766	202923	08/18/2020	08/10/2020	6	08/10/2020	841.17	841.17
		Description (WTR)	100%					
353	DNA UNDERGROUND LLC Account Number 353-726-768	202925	08/18/2020	08/10/2020	6	08/10/2020	7,230.30	7,230.30
		Description (SWR)	100%					
353	DNA UNDERGROUND LLC Account Number 353-722-766	202927	08/18/2020	08/10/2020	7	08/10/2020	17,286.20	17,286.20
		Description (WTR) RETAINAGE						
353	DNA UNDERGROUND LLC Account Number 353-726-768	202928	08/18/2020	08/10/2020	7	08/10/2020	47,414.43	47,414.43
		Description (SWR) RETAINAGE						
353	SEYMOUR ENGINEERING PLLC Account Number 353-722-786	202940	08/18/2020	08/11/2020	7703	08/11/2020	829.74	829.74
		PH B CONSTRUCTION ENG (WTR)						
353	SEYMOUR ENGINEERING PLLC Account Number 353-726-787	202941	08/18/2020	08/11/2020	7704	08/11/2020	14,271.11	14,271.11
		PH B CONSTRUCTION ENG (SWR)						
FUND TOTAL 353 Claims		Checks	6 Total	87,872.95	Manual	Held	Total	87,872.95

Release date from 08/18/2020 thru 08/18/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC Account Number 355-723-762 355-723-763	202918	08/18/2020	08/10/2020			7,678.05	
		Description	Invoice #	Date	P.O.		Amount	
		DESIGN: WTR SUPPLY & TRMT	37142	08/06/2020			3,523.05	
		BID PHASE: WTR SUPPLY & TRMT	37142	08/06/2020			4,155.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	7,678.05 Manual		Held	Total	7,678.05

Release date from 08/18/2020 thru 08/18/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	202860	08/18/2020	07/31/2020			3,736.10	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875	07192020	07192020	07/28/2020		225.06	
	400-651-631	LIFT STNS 17883	07192020	07192020	07/28/2020		1,864.55	
	400-651-631	LIFT STNS 17884	07192020	07192020	07/28/2020		1,646.49	
400	CITY OF GAUTIER	202871	08/18/2020	08/05/2020			43,427.11	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR	07092020	07092020	07/09/2020		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR	07092020	07092020	07/09/2020		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR	07092020	07092020	07/09/2020		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD	07092020	07092020	07/09/2020		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR	07092020	07092020	07/09/2020		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR	07092020	07092020	07/09/2020		9,665.99	
400	JACKSON COUNTY UTILITY AUTHORITY	202886	08/18/2020	08/05/2020			200,859.00	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-651-668	AUG 2020 TREATMENT CHGS	807	807	08/01/2020		190,128.00	
	400-651-668	FY 2019 ACTUAL FLOW ADJ	807	807	08/01/2020		10,731.00	
400	FUELMAN	202894	08/18/2020	08/05/2020			94.84	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL	NF58637298	NF58637298	08/03/2020		94.84	
400	CLEARWATER SOLUTIONS LLC	202897	08/18/2020	08/07/2020			170,690.75	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-650-672	JUL 2020 OPERATION FEE	GAUTIER092	GAUTIER092	08/01/2020		170,690.75	
400	FOSTERS A/C & HEATING INC	202900	08/18/2020	08/07/2020			138.00	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-650-635	SERV CALL-CLOGGED DRAIN	W1070553	W1070553	07/27/2020		138.00	
400	MALLETTE BROTHERS CONSTRUCTION INC	202903	08/18/2020	08/07/2020			123.12	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-651-585	10.26 FILL SAND CY	21659	21659	08/03/2020		123.12	
400	COGENT STRATEGIES LLC	202916	08/18/2020	08/08/2020			7,500.00	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES	1967	1967	08/06/2020		7,500.00	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	202926	08/18/2020	08/10/2020			2,077.94	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL - OFF TIMERLANE	7216784768	7216784768	08/03/2020		2,077.94	
400	LOWES HOME CENTERS INC	202932	08/18/2020	08/10/2020			298.48	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	400-650-635	CEILING TILE 24X48X5/8 SQ (2)	990892	990892	06/11/2020		298.48	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MSC 7511	202949	08/18/2020	08/11/2020	Invoice # INV3790191	Date 08/06/2020	P.O. Amount 166.49	166.49
		Description	FGYJ00-01 RENTAL FEE					
400	SOUTHERN LINC	202951	08/18/2020	08/11/2020	Invoice # 10667196	Date 08/01/2020	P.O. Amount 89.48	89.48
		Description	AUG 2020 SERV CHGS TAXES/FEES					
400	CONSOLIDATED PIPE & SUPPLY	202954	08/18/2020	08/11/2020	Invoice # 3702145000	Date 07/31/2020	P.O. Amount 54.00	54.00
		Description	10-1/8 FLG ACC SET (2) : LS-3					
400	FUELMAN	202955	08/18/2020	08/11/2020	Invoice # BG224250	Date 08/10/2020	P.O. Amount 104.58	104.58
		Description	UNL FUEL					
400	ANSER	202956	08/18/2020	08/11/2020	Invoice # 277-080520	Date 08/05/2020	P.O. Amount 420.00	420.00
		Description	BASE RATE: 8/5/20-9/1/20					
400	SOUTHERN PIPE & SUPPLY	202963	08/18/2020	08/11/2020	Invoice # 4424498-00	Date 08/05/2020	P.O. Amount 1,096.46	1,096.46
		Description	8 PVC SDR26 GASKET PIPE (112FT)					
			2 SCH 40 PVC SXS 45 ELL (6)					
			2X3/4 CC BRASS SADDLE (6)					
			4 PVC DWV FEMALE ADAPTER (6)					
			4 SOUTHERN CODE BRASS PLUG (6)					
			4 PVC DWV WYE (6)					
			1 SCH 40 PVC FEMALE ADAPT(12)					
			8 HVY DUTY NO-HUB COUPLING(6)					
400	COAST BATTERY SPECIALIST INC	202966	08/18/2020	08/11/2020	Invoice # 0730200931	Date 07/30/2020	P.O. Amount 140.00	140.00
		Description	CB1250 12V 5AH BATT(10) : SCADA					
400	M T DEASON COMPANY INC	202967	08/18/2020	08/11/2020	Invoice # 87803	Date 08/07/2020	P.O. Amount 914.75	914.75
		Description	#4 METER LOCK W/CAP (200) FREIGHT					
400	STAPLES BUSINESS ADVANTAGE DEPT	202971	08/18/2020	08/11/2020	Invoice # 3452309233	Date 07/28/2020	P.O. Amount 393.66	393.66
		Description	8.5X11 COPY PAPER 10/REAM (4)					
			HP 952XL HY BLK 4/PK					
			LEXMARK MX 317 TONER					
			AAA BATT 10PK					

Fund		Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	Account Number 400-651-584	202975	08/18/2020	08/11/2020			930.00	
			Description	Invoice #	Date	P.O.		Amount	
			CONERY ROTO FLOAT-40'CORD (15)	425996	07/24/2020	200831		930.00	
FUND TOTAL	400 Claims	to	Checks	20 Total	433,254.76 Manual	Held	Total	433,254.76	

Release date from 08/18/2020 thru 08/18/2020

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Invoice #	Check Number	Check Date	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	202888	08/18/2020	08/05/2020	0001103685	07/31/2020	P.O.	106,113.15 Amount	106,113.15
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	202937	08/18/2020	08/11/2020	08102020	08/10/2020	P.O.	27,800.00 Amount	27,800.00
FUND TOTAL	404 Claims	2	Total	133,913.15	Manual	Held	Total	133,913.15	

Release date from 08/18/2020 thru 08/18/2020

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	49 Total	75,656.32	Manual	Held	Total	75,656.32
FUND 156 Claims	to	Checks	1 Total	447.64	Manual	Held	Total	447.64
FUND 171 Claims	to	Checks	1 Total	1,139.05	Manual	Held	Total	1,139.05
FUND 172 Claims	to	Checks	1 Total	4,309.91	Manual	Held	Total	4,309.91
FUND 176 Claims	to	Checks	5 Total	3,011.04	Manual	Held	Total	3,011.04
FUND 308 Claims	to	Checks	1 Total	4,800.00	Manual	Held	Total	4,800.00
FUND 353 Claims	to	Checks	6 Total	87,872.95	Manual	Held	Total	87,872.95
FUND 355 Claims	to	Checks	1 Total	7,678.05	Manual	Held	Total	7,678.05
FUND 400 Claims	to	Checks	20 Total	433,254.76	Manual	Held	Total	433,254.76
FUND 404 Claims	to	Checks	2 Total	133,913.15	Manual	Held	Total	133,913.15
Total for all Funds			87 Total	752,082.87	Manual	Held	Total	752,082.87

Councilman Jackson requested to pull Consent Agenda Item #6 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 1-5, 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 409-2020

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5, 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 **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

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

ORDER NUMBER 410-2020

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 the Regular Council Meeting held August 4, 2020 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 **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

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

RESOLUTION NUMBER 062-2020

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

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

ORDER NUMBER 411-2020

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for July 2020 are hereby received.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Richard Jackson
 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 August 18, 2020.

		City of Gautier		
		Business Registry		
		Jul-20		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
772	2021-06-0006898	G.T. Enterprises	\$22.00	Delinquent
1368	2021-05-0006899	Brock Services	\$22.20	Delinquent
1614	Closed	CBD Medical Center	\$0.00	Closed
1555	2021-05-0006900	All God's Children Learning Center	\$22.00	Delinquent
1651	2021-07-0006901	Duke Land Surveying	\$20.00	New Business
1330	2021-07-0006902	Circle K Stores	\$95.00	Current
1606	2021-07-0006903	MS Coast Garment Printing	\$20.00	Current
1325	2021-06-0006904	CVS Pharmacy	\$407.00	Delinquent
1525	2021-07-0006905	Casual Cuts	\$20.00	Current
1652	2021-07-0006906	Studio 92 Salon & Spa	\$20.00	New Business
611	2021-06-0006907	Crown of Glory Beauty Salon	\$22.00	Delinquent
1590	2021-07-0006908	Merchants & Marine Bank	\$30.00	Current
896	2021-02-0006909	A.L.L. Plumbing	\$22.80	Delinquent
653	2021-07-0006910	College Villa Apartments	\$20.00	Current
1363	2021-04-0006911	Templet Towing & Transport	\$22.40	Delinquent
1541	2021-04-0006912	Just 1 More	\$56.00	Delinquent
1653	2021-07-0006913	Killer Krab & Seafood (New Location)	\$45.00	Current
998	2121-07-0006914	Hanger Prosthetics & Orthotics	\$20.00	Current
1586	2021-06-0006915	Larry Wilson Dental	\$22.00	Delinquent
654	2021-07-0006916	Delo's Heavenly House of Coffee	\$20.00	Current
1654	2021-07-0006917	Peace of Mind Homecare Services	\$20.00	Current
1444	2021-08-0006918	Jelly Doughnuts & Kolaches	\$20.00	Current
685	2021-08-0006919	C. West Realty	\$20.00	Current
1373	2021-07-0006920	National Entertainment Network	\$70.00	Current
1003	2021-07-0006921	AD2 Marketing & Consulting	\$20.00	Current
1092	2021-08-0006922	The Disability Consulting Clinic	\$20.00	Current
1494	2021-08-0006923	Magnolia Oaks Apartments	\$30.00	Current
1327	2021-07-0006924	Dollar General	\$70.00	Current
924	2021-07-0006925	Furlan's Marine	\$39.00	Current
88	Closed	Attorney Barbara Harvey	\$0.00	Closed
1445	2021-08-0006926	A.M.P. Designs	\$20.00	Current
389	2021-04-0006927	Advanced Security	\$22.40	Delinquent
1381	2021-08-0006928	Deaconess Home Care	\$141.00	Current
1210	2021-03-0006929	Kingdom Lawn Care	\$22.60	Delinquent
1276	2021-08-0006930	Ice Cream & More	\$20.00	Current
1607	2021-07-0006931	Patrick's Fine Spirits	\$45.00	Current
1162	Closed	Coral Boutique	\$0.00	Closed
1655	2021-07-0006932	MPC Gautier Walk -In Clinic	\$20.00	New Business
1443	2021-08-0006933	Austin Life Consultants	\$20.00	Current
1002	2021-07-0006934	Stuart's Spicy Business	\$20.00	Current
1496	2021-08-0006935	Triples J's Auto Repair	\$20.00	Current
778	2021-07-0006936	Collision Depot	\$20.00	Delinquent
		Total	\$1,608.40	
		New Business		3
		Transient Vendor		0
		Closed Business		3
		Delinquent Renewals Issued		12

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

ORDER NUMBER 412-2020

WHEREAS, the Shepard Park Welcome Center is nearing completion and will need internet for the cabin; and

WHEREAS, Sparklight will incur the construction infrastructure cost associated with running internet to the cabin; and

WHEREAS, the City will enter into a 36-month term for internet services at a rate of \$255.23 monthly, lease a modem for \$8.99 monthly, and 4 Wi-Fi extenders for \$23.80 monthly; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Business Service Agreement with Sparklight for Shepard State Park is hereby approved, contingent upon general counsel's review and/or revisions relating to legal requirements.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/11/2020
Subject: Authorization to approve a Business Service Agreement with Sparklight for Shepard State Park

REQUEST:

The Recreation Department requests City Council authorization to approve a Business Service Agreement with Sparklight for internet service for Shepard State Park.

BACKGROUND:

The Shepard Park Welcome Center is nearing completion and we are now to the phase of getting ready to move offices to the welcome center and will need internet for the cabin.

DISCUSSION:

Sparklight will incur the construction infrastructure cost associated with running internet to the cabin. The City will enter into a 36-month term for internet service at a rate of \$255.23 monthly and will lease a modem for \$8.99 monthly and 4 Wi-Fi extenders for \$23.80 monthly.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Business Service Agreement with Sparklight for internet service for Shepard State Park

City Council May:

1. Approve a Business Service Agreement with Sparklight for internet service for Shepard State Park
2. Not approve a Business Service Agreement with Sparklight for internet service for Shepard State Park.

ATTACHMENTS:

1. Sparklight Quote_Document_-Q-81014 (1)

		Business Service Agreement	
		Date: 8/6/2020 2:00 PM	
Sparklight Business Account Rep:		Jeffery Marion	Sparklight System Address:
Phone Number:		(228)323-1060	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	Shepard State Park	Full Name:	Sherry Farabee
Street Address:	1034 Graveline Rd.	Billing Telephone:	228-497-8000 x304
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	PO Box 670	Contact Number:	228-497-8000 x304
City/State/Zip:	Gautier, MS 39553	Email:	sfarabee@gautier-ms.gov
Sparklight Account#			

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 300	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$50.00
Term (In Months):	36
Total:	\$255.23

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99
Wi-Fi Extender	4	\$5.95	\$23.80

Special Conditions

Customer acknowledges that Cable One, Inc. d/b/a Sparklight Business ("Sparklight") will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight for its construction costs, that are estimated at \$3,697.50, incurred up to the date of cancellation.

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$255.23 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE

FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date

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

ORDER NUMBER 413-2020

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated August 2020 in the amount of \$12,949.29 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 **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

AUGUST 2020 UTILITY ADJUSTMENTS #2

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

	100	400	195	130	800	TOTAL	REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
005-11201-001		121.73				121.73	POOL FILL
005-13601-002		76.41				76.41	POOL FILL
007-02701-001		238.74				238.74	POOL FILL
011-10401-000		209.70				209.70	OUTSIDE FAUCET
013-25701-000		82.60				82.60	POOL FILL
013-71801-001	341.92	758.88				1,100.80	THEFT
015-17001-000		105.36				105.36	POOL FILL
019-49401-000		62.62				62.62	POOL FILL
025-17601-000		111.65				111.65	POOL FILL
062-20601-000		7,439.68		3,400.00		10,839.68	PIPE BURST
TOTAL	341.92	9,207.37	0.00	3,400.00	0.00	12,949.29	

COMPLETED

Councilman Colledge made the motion to approve Amendment 1 to the Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 414-2020

WHEREAS, the City has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. § 17-19-1; and

WHEREAS, the City approved a Resolution, which adopted the Tri-Party Agreement for Commercial Incentive Grant and Related Services on January 16, 2018; and

WHEREAS, SMPDD and ERM entered into a Program Agreement for Commercial Redevelopment Incentive Grant and Related Services on February 13, 2018 which set the terms and conditions of the administration of the commercial redevelopment incentive grant related to the Redevelopment Project; and

WHEREAS, the Tri-Party Agreement and Program Agreement allow for the transference of ownership for purposes of the Commercial Redevelopment Incentive Grant; and

WHEREAS, it is a requirement for the City and SMPDD to authorize such conveyance, that the party to which the Redevelopment Project is conveyed, transferred or assigned will assume the rights, duties and obligations of ERM; and

WHEREAS, ERM requests to transfer ownership of the Redevelopment Project to 2029 Gautier MS LLC, a Mississippi Limited Liability Company; and

NOW THEREFORE, BE IT ORDERED by the Mayor and City Council of the City of Gautier, Mississippi that the Amendment 1 to the Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services is hereby approved.

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

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

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

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2020.

AMENDMENT 1
TRI-PARTY AGREEMENT
FOR COMMERCIAL REDEVELOPMENT INCENTIVE GRANT
AND RELATED SERVICES

This Amendment 1 to the Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services is entered into as of the ____ day of _____, 2020, by and among the City of Gautier (hereinafter, “City”), ERM Properties, LLC (hereinafter, “ERM”), Southern Mississippi Planning and Development District, Inc. (hereinafter, “SMPDD”) and 2029 Gautier MS LLC, a Mississippi limited liability company (“New Owner”). Each above entity is a “Party” and collectively they shall be referred to as the “Parties”.

WHEREAS, Amendment 1 is regarding the transference of ownership of the commercial property located at 2029 Highway 90, Gautier, Mississippi 39553 (the “Redevelopment Project”); and

WHEREAS, the City approved Resolution Number 006-2018 which adopted the Tri-Party Agreement for Commercial Redevelopment Incentive Grant and Related Services (herein the “Tri-Party Agreement”) on the 16th day of January, 2018; and

WHEREAS, SMPDD and ERM entered into a Program Agreement for Commercial Redevelopment Incentive Grant and Related Services dated February 13, 2018 (the “Program Agreement”) which set forth the terms and conditions of the administration of the commercial redevelopment incentive grant related to the Redevelopment Project; and

WHEREAS, the Tri-Party Agreement and Program Agreement allow for the transference of ownership for purposes of the Commercial Redevelopment Incentive Grant, granted that prior written consent occurs between the Parties to the conveyance, transfer or assignment, which consent shall not be unreasonably withheld; and

WHEREAS, it is a requirement for the City and SMPDD to authorize such conveyance, transfer or assignment, that the party to which the Redevelopment Project is conveyed, transferred or assigned will assume the rights, duties and obligations of ERM; and

WHEREAS, in the event the Redevelopment Project is leased by an entity other than Harbor Freight Tools, the City’s obligations under this Amendment 1 and the adopted Tri-Party Agreement shall automatically terminate; and

WHEREAS, ERM wishes to transfer ownership of the Redevelopment Project to the following party:

2029 Gautier MS LLC, a Mississippi limited liability company

Mailing Address
P.O. Box 331645
Miami, Florida 33233

Physical Address

15343 SW 37 St.
Davie, Florida 33331

NOW THEREFORE, the Parties agree as follows:

1. Subject to the actual assignment, conveyance or transference of the Redevelopment Project by ERM to New Owner, New Owner agrees to maintain the Representations and Responsibilities set forth in the Tri-Party Agreement and Program Agreement associated with the Redevelopment Project, and assume the duties and obligations of ERM under the Tri-Party Agreement and Program Agreement.

2. With the adoption of Amendment 1 to the Tri-Party Agreement the City and SMPDD consent and agree to the assignment, conveyance or transference of the Redevelopment Project from ERM to New Owner.

3. In the event the assignment, conveyance or transference of the Redevelopment Project By ERM to New Owner does not occur for any reason, the terms and conditions of the Tri-Party Agreement and the Program Agreement (including ERM's right to Grant Awards as defined in the Program Agreement) shall remain in full force and effect and unmodified.

[SIGNATURES ON FOLLOWING PAGE]

AGREED:

City of Gautier:

DATE: _____

By: Paula Yancey, City Manager

ERM Properties, LLC:

DATE: _____

By: Ryan Markle, Member

Southern Mississippi Planning and Development District, Inc.

DATE: _____

By: Leonard Bentz, Executive Director

New Owner: 2029 Gautier MS LLC

DATE: _____

By: Maria Colon, Manager

Mayor Torjusen made the motion to Recess until August 20, 2020 at 6:00 pm. Councilwoman Martin seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

Thursday
August 20, 2020
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 20, 2020 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

REVISED - AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 20, 2020 @ 6:00 PM

I. Call to Order

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

II. Agenda Order Approval

III. Business Agenda

- 1. Approval of Services Agreement with EvoArmor, LLC to disinfect City Buildings and City Vehicles**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Suspend Robert's Rules of Order**

- 3. Discuss FY 2021 Budget**

Adjourn until September 1, 2020 at 6:00 pm
www.gautier-ms.gov

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

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

1. Add Business Agenda Item #1– Approval of Services Agreement with EvoArmor, LLC to disinfect City Buildings and City vehicle

Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to approve the Services Agreement with EvoArmor, LLC, as presented, to disinfect and apply an antimicrobial to City buildings and City vehicles for the annual contract. Councilwoman Martin seconded the motion. The motion was carried by majority with Councilman Vaughan abstaining.

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

ORDER NUMBER 415-2020

WHEREAS, EvoArmor, LLC provides disinfecting services using an antimicrobial to prevent viruses, including Covid-19, from living on surfaces; and

WHEREAS, EvoArmor, LLC has offered to provide such services to the City of Gautier pursuant to the terms included in the attached Services Agreement; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the approval of the attached Services Agreement with EvoArmor, LLC 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 **Councilwoman Martin**, and the following vote was recorded:

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

NAYS: None

ABSTAIN: **Casey Vaughan**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: August 11, 2020

Subject: Authorization to approve the contract services with EvoArmor, LLC to disinfect and apply an antimicrobial in City buildings and City vehicles

REQUEST:

The City Manager requests to approve the contract for services with EvoArmor, LLC to disinfect City buildings and City vehicles and apply an antimicrobial to prevent viruses from living on surfaces.

BACKGROUND:

EvoArmor, LLC introduced themselves during a Council meeting in June. Subsequently, given a rise in numbers and upswing in cases, we had a conference call to obtain a quote and explore the services they offered. A handout explaining the process used is attached. In short, once the surfaces of the buildings or vehicles are disinfected, an antimicrobial is applied, which forms a covalent bond to the surface and prevents viruses, including Covid-19, from living on the surface. The application lasts for 90 days.

The Contract is for the following City Buildings and vehicles:

City Hall – 11,000 sq. ft.
Utility Building – 4,500 sq. ft.
Police Station – 11,500 sq. ft.
Central Fire Station – 4,600 sq. ft.
South Fire Station – 3,450 sq. ft.
North Fire Station – 3,450 sq. ft.
West Fire Station – 5,000 sq. ft.
Senior Center – 3,500 sq. ft.
Shepard Park Office – 1,000 sq. ft.

City Hall Vehicles – 10
Utility Department Vehicles - 4
Parks and Recs Vehicles - 8
Police Vehicles – 46
Fire Department Vehicles – 15

The initial application to emergency responder vehicles will be free. In addition, the contract includes free cleaning in the event of an outbreak.

Of additional note, EvoArmor, LLC has performed applications at hospitals, and some local Jackson County municipalities.

DISCUSSION:

I received a one-time application quote, as well as a quote for a one-year contract with an application every 90 days (which is how long the application lasts). The one- time application was \$9,390.00. The yearly contract was \$7,420.00. I have confirmed with April Stennett that this is eligible for reimbursement under both the CARES act and MEMA/FEMA reimbursement.

RECOMMENDATION:

The City Manager recommends that the City Council approve the one-year contract for services with EvoArmor, LLC to disinfect City buildings and vehicles.

The Council May:

1. Approve the one-time contract services with EvoArmor, LLC to disinfect City buildings and vehicles;
 2. Approve the one-year contract services with EvoArmor, LLC to disinfect City buildings and vehicles,
- Or;
3. Not approve the contract services with EvoArmor, LLC to disinfect City Buildings and vehicles

ATTACHMENTS:

1. EvoArmor, LLC Handout
2. EvoArmor, LLC Contract



90 Day Protection for our Local Community

Tommy Krumland
228-218-3005
Brian Bounds
601-201-0188
EvoArmor@gmail.com

Our Story

Amerify, (Our Parent Company) is an innovator and leader in the disinfection industry. Our locally owned and operated company was founded in the Ocean Springs, MS communities for one reason: to help protect our loved ones. The founding partners designed a comprehensive process that protects their most at risk family members from contracting COVID-19. After proving that our process worked and that the community could also benefit from what we have to offer, EvoArmor was born. By atomizing an EPA-Approved and FDA-Approved disinfectant solution, we have commercialized what was previously only available to health care centers and food production facilities.

The current disinfection processes being used in businesses, homes, schools, etc. are not sufficient to stop this virus. Our process, when used in conjunction with other protective measures such as social distancing, frequent handwashing and facemasks, is a critical piece of the puzzle to get our communities, lives, and economy back on track.

We believe that extraordinary change requires extraordinary people. Our extensive training process allows each member of our team to use our advanced atomizing equipment and an effective spray pattern to disinfect every corner of the facilities we serve. Our focus on the quality of leadership and management ensures that each one of our specialists is providing a uniform and effective service to each location. With our compact atomizers and vehicle fleet, we can swiftly service a vast area in a relatively short amount of time.

We can begin protecting your business and your community today. Our unprecedented product and service is here to battle COVID-19* and any future microscopic threats to our world.



Our Products and Methods

EPA Registered List N Disinfectant

Our disinfectant is hospital grade and registered by the EPA to kill the COVID-19 virus. The solution also destroys an array of other microorganisms such as bacteria, mold, and mildew. While the disinfectant is tough on microorganisms, it is safe for an array of applications including food prep areas, nurseries, and several other environments. The product specifies that after an atomized application, a 2 hour wait time, or 4 full air exchanges are required before reentering the serviced environment.

Atomization

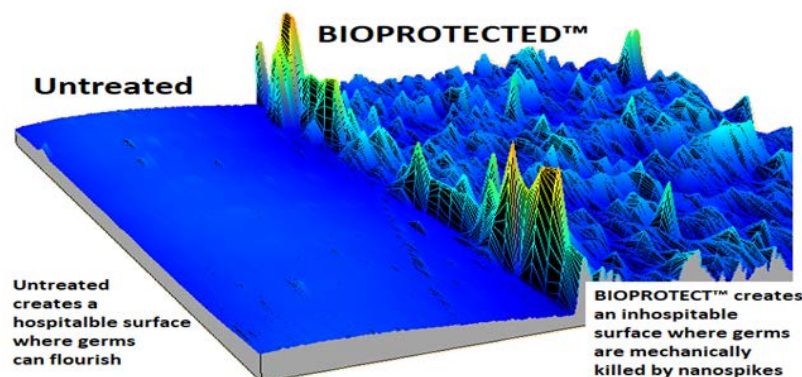
By applying a high pressure behind our solution and forcing it through a tiny orifice, we are breaking individual parts of the solution down to the micron level. To give an idea of how tiny we are talking, a human hair is 100 microns in diameter. Through our methods, we are reaching the 30-50-micron level. This allows for the solution to blanket the entire area with a greater coverage of the service environment. Second, since these particles are so small, they have a drift value and fall at a different rate than particles larger than 180 microns.

The atomized solution can then draw contaminants out of the air and re-blanket the already sprayed environment ensuring complete coverage.

Antimicrobial 90 Day Surface Protection

Developed by a domestic Bio-Tech company year's back, this patented and EPA-Registered solution has found its place in today's world as a front-line protection layer against viruses and microorganisms. Typical antimicrobial solutions use a 'poison' method to destroy these microorganisms. This method allows for the RNA of the surviving cells to mutate and develop into "superbugs". Our antimicrobial BioProtect uses a "mechanical" kill to puncture the cells on contact. When the antimicrobial solution is applied to the surface it forms a covalent bond with the substrate and creates mono-layer coating. After 60 seconds, nano spikes protrude away from the surface and assemble in uniform beds allowing complete protective coverage. Once the solution has been applied, it will last on the surface up to 90 days even with multiple cleanings after its application.

The EvoArmor process protects your facility and surfaces against viruses and microorganisms for 90 days. However, if a sick individual comes in and coughs on someone, for example, disease can spread to that person. When microorganisms land on the table or floor, that is where our process kicks in and remains effective.



Our Company

Our Mission

...is to create safer, healthier communities and an open, thriving economy by disinfecting spaces, quelling public anxiety, and enabling businesses to reopen with reduced exposure to harmful viruses and bacteria.

Our Vision

...is a world in which people thrive without the fear of micro-contaminants such as COVID-19; in which our loved ones, businesses, and communities are protected from harmful microscopic threats; in which our economy can thrive.

Organizational Structure

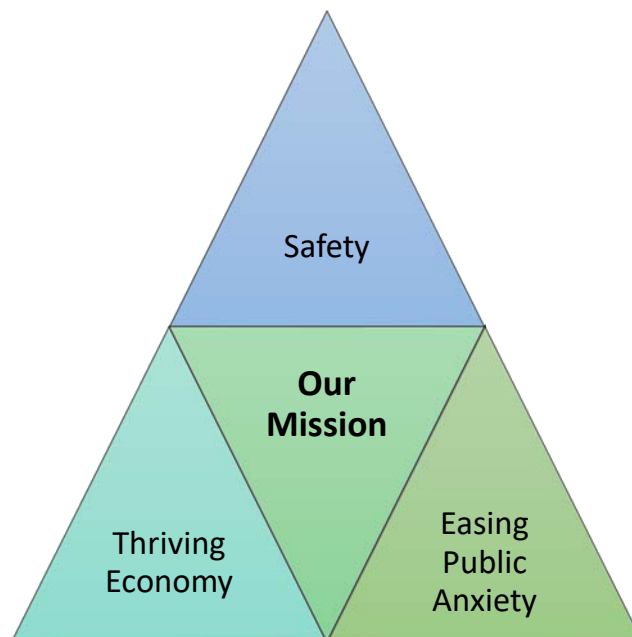
As the organization grows and evolves, EvoArmor will shift towards a matrix organization with both regional and functional dimensions to balance the need for both consistency and local control. Under this structure, the Home Office will set strategy and design core systems and processes, as well as provide some services that are best managed centrally. The Regional Offices will provide local support for implementation.

Our Values

Safety: From the services that we provide to the Personal Protective Equipment for our staff, we are here to prevent contamination and protect our community.

Consistency: Our training procedures from our leaders down to our boots on the ground will create a consistent and effective disinfection of any facility that we service.

Transformational Change: The need for change in the current environment is urgent, and transformation is possible given the opportunity and support of the community to assist in all additional measures.



***A CLEAN ENVIRONMENT IS NECESSARY FOR OUR SERVICES TO BE EFFECTIVE.**

***IF YOU, OR YOUR ORGANIZATION, HAVE THE ABILITY TO MAKE THE ENVIRONMENT CLEAN AND DUST FREE THERE WILL BE NO CLEANING CHARGE.**

***OUR TRAINED TECHNICIANS WILL MAKE AN ASSESSMENT OF THE AREA UPON ARRIVAL, AND CONDUCT THE NECESSARY CLEANING PROTOCOL.**

***THE DISINFECTANT PRODUCTS WE USE ARE LISTED BY THE EPA AS APPROVED DISINFECTANTS FOR THE SARS-COV-2 (THE CAUSE OF THE COVID-19).**

EvoArmor LLC.

10470 D'Iberville Blvd
D'Iberville, Mississippi 39540
(228) 218-3005
evoarmordefense@gmail.com



Service address: City Hall of Gautier (including other areas and property described herein)

Customer Name: City of Gautier
3330 US-90
Gautier MS 39553

Phone: (228) 497-8000

Email Address: pyancey@gautier-ms.gov

This Agreement dated August 19, 2020 by and between EvoArmor (hereinafter referred to as EvoArmor or "Company") and City of Gautier (hereinafter referred to as ("Customer")).

SCOPE OF SERVICES TO BE PERFORMED

One application of Disinfectant and Antimicrobial solution to each of the following buildings and vehicles every 90 days after date of initial application for a period of 1 year:

City Hall –11,000 sqft. Utility Building –4,500 sqft. Police Station –11,500 sqft. Central Fire Station –4,600 sqft. South Fire Station –3,450 sqft. North Fire Station –3,450 sqft. West Fire Station –5,000 sqft. Senior Center –3,500 sqft. Shepard Park Office –1,000 sqft.
City Hall Vehicles – 10 Utility Department Vehicles – 4 Parks and Recs Vehicles – 8 Police Vehicles – 46 Fire Department Vehicles – 15

The initial application of disinfectant and antimicrobial solution to the 46 police vehicles and 15 fire dept vehicles will be applied at ZERO cost as a sign of EvoArmor's appreciation for police officers and fire fighters continued service during this pandemic. The remaining 3 applications will be charged at agreed contract rate of \$20 per vehicle.

EvoArmor agrees to apply disinfectant services upon request in the event of a confirmed outbreak at any single location. Outbreak is defined as two or more employees testing positive for Covid-19 while working at any one location. A 24 hour notification is requested by not mandatory. EvoArmor agrees to apply said services at a rate of .12 cents per sqft for all buildings listed in scope, and \$20 per vehicle listed in scope, per application.

TERM: The term of this contract will begin on date of signed contract by both parties and end on the final (4th application) the 270th day from initial application unless prior arrangements have been agreed by both parties. Should either party wish to cancel ongoing service, a 30-day notice will be required from the cancelling party to the other party and any monthly premiums will be prorated.

SERVICE CHARGES: Customer will be invoiced for the described services listed above following application, as follows, and same shall be paid within 30 days after receiving an invoice:

- A. 1st Application: \$6,200.00
- B. 2nd Application: \$7,420.00
- C. 3rd Application: \$7,420.00
- D. 4th Application: \$7,420.00

An invoice will be sent to the Service Address and confirmed email address following the date and performance of service.

MATERIALS, TREATMENT, ETC.: EvoArmor shall apply the disinfectant and anti-microbial application (if/when applicable) and take reasonable measures to protect Customer's property during all treatment times.

MATERIALS SAFETY: All applications used by EvoArmor are registered by the U.S. EPA for commercial and/or residential use and are applied per the manufacturer's label instructions and in compliance with all applicable local, state and federal laws and regulations. The products used by EvoArmor are used in the appropriate quantity using best efforts not to harm pets and children within the service location. Customer acknowledges that the antimicrobial formula is an additional application administered at Customer's instruction, and that the same indemnity, disclaimer, and hold harmless terms contained herein apply to the antimicrobial application.

ACCESS TO SERVICE LOCATION: It is Customer's responsibility to ensure EvoArmor has access to the property during the agreed-upon hours for services. Customer will provide EvoArmor with a key to the service location and any relevant security codes and/or alarm codes. EvoArmor agrees to keep this information confidential and keep the access key in a secure location while not in use.

SPECIAL INSTRUCTIONS: It is the Customer's responsibility to provide any special instructions, and to cover any areas they do not want having contact with applicable applications. The areas Customer does not want applications to contact shall be documented by Customer on the Description of Service, based upon the customer service interaction (whether phone call, email, or other medium). EvoArmor will follow all specified instructions as set forth in writing: including, but not limited to, locking procedures and requirements, ventilation requirements upon leaving home or business, rooms exempt from disinfecting (example: server rooms, basements, food lockers, fish tanks, etc.). Special instructions will be reviewed by management prior to acceptance of any job.

NO WARRANTIES OR REPRESENTATIONS: Some services, such as the use of dispensers, are designed to reduce certain risks associated with the spread of bacteria and viruses. EvoArmor does not represent nor warrant its services will prevent any injury or illness to any individual, by reason of illness or infection caused by bacteria and viruses. While EvoArmor stands by the effectiveness of its products, it cannot guarantee that they will in all cases provide total protection. Customer acknowledges that EvoArmor is not an insurer. This service is an additional safety measure. This service does not alleviate necessity for social distancing and other such safety measures. To the extent permissible under Mississippi state law, Customer assumes all risk for loss or damage to Customer's premises or its contents, and Customer is responsible for maintaining appropriate insurance to cover potential losses. To the extent permissible under Mississippi state law, by signing this Agreement, Customer releases EvoArmor, its heirs, successors, legal representatives, and assigns from any and all claims it has now or may have in the future regarding any loss pertaining to EvoArmor's services, or otherwise.

CONDITION OF PREMISES FOR SERVICES: EvoArmor has the right to refuse service to any Customer should the service address pose any hazards to EvoArmor employees, including but not limited to, aggressive animals, unsanitary living conditions, excessive visible mold, exposed cords and or electrical wires, or other risks. EvoArmor is not responsible for moving furniture, toys, animal excrement or excessive decorative items to perform its cleaning services. Failure to have the premises clear and free of obstructions for service will result in additional fees.

CUSTOMER'S DUTY TO PREPARE SERVICE LOCATION FOR CLEANING SERVICES:

- A. Remove any items covering surfaces Customer desires to disinfect.
- B. Clean dust from any surfaces that Customer wants disinfected.
- C. Make sure all windows are closed. Turn off all AC units, fans, forced air, purifiers, and/or anything else that causes air to circulate.
- D. Store/cover any exposed edible items that do not have protective wrapping.
- E. Make sure all pets and individuals are out of the home/business, and that they do not have access into the areas being serviced/treated by EvoArmor during the time of treatment.
- F. **Store any valuable items away in a safe location where we will not be spraying disinfectants. To the extent permissible under Mississippi state law, EvoArmor shall not be responsible for damage to any personal property associated with EvoArmor's services. It shall be the exclusive responsibility of the Customer to secure/safeguard property prior to treatment.**
- G. Turn off and unplug any electronics.
- H. Empty pet water and food bowls and flip upside down. (Cover Fish Tanks)
- I. Any surfaces that are exposed **will** be sprayed and be disinfected. Customer is solely responsible for safeguarding and covering property and other items Customer does not wish to be sprayed/treated.

EVOARMOR RIGHT TO SUBCONTRACT SPECIAL SERVICES: Customer agrees that EvoArmor is authorized and permitted to subcontract any services to be provided by EvoArmor to third parties who may be independent of EvoArmor, and to the extent permissible under Mississippi law, that EvoArmor shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever related to third parties. To extent possible under Mississippi state law. Customer acknowledges that this agreement, in its entirety, exempts EvoArmor from any liability for the acts and/or omissions of any and all third parties, agents, persons and entities, whether engaged by EvoArmor or not.

VENUE: Customer and EvoArmor submit to the jurisdiction of Jackson County, Mississippi, and agree that any disputes or litigation between the parties (and/or arising from this agreement) must be commenced and maintained exclusively in Jackson County, Mississippi. The prevailing party shall be awarded all reasonable attorney's fees and costs. Any service of process or papers in any action, proceeding or arbitration must be made in accordance of state law.

DISCLAIMER:

J. To the extent permissible under Mississippi state law, EvoArmor's responsibilities under this agreement shall be terminated if EvoArmor is prevented from fulfilling responsibilities under this Agreement due to lack of cooperation or delays caused by Customer, in whole or in part. In addition, EvoArmor shall not be liable for any delays caused by transportation issues, weather conditions affecting travel, shortages of materials, strikes, fires, floods, quarantine restrictions, or other acts of God.

K. To extent permissible under Mississippi state law, EvoArmor disclaims any liability for special, incidental, or consequential damages. The guarantees stated in this Agreement are given in lieu of any other guarantee, or warranties, express or implied, including any warranty or merchantability or fitness for a particular purpose.

C. EvoArmor makes no representation as to ever having previously treated this property.

D. EvoArmor is not responsible for any future treatment or disinfectant after completion of services or termination of this Agreement, and makes no claims to the effectiveness of prior treatments (if applicable).

FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. Should there arise conflict between this agreement and Customer's purchase order or other document, this agreement shall govern, whether such purchase order or document is prior to or subsequent to this agreement. This contract shall be governed by the laws of the State of Mississippi. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

This agreement shall be deemed accepted by the Customer by the execution of this agreement or by the use of the services provided by the company or by payments, either partial or full, for the services.

CUSTOMER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME
OF EXECUTION.

EVOARMOR LLC

CITY OF GAUTIER

BY: _____

BY: _____

NAME: _____

NAME: Paula Yancey

TITLE: _____

TITLE: City Manager

DATE: _____

DATE: _____

Councilwoman Martin made the motion to suspend Robert's Rules of Order. **Mayor Torjusen** seconded the motion. The vote was carried unanimously.

A discuss was held between Mayor and Council regarding FY 2021 Budget.

Councilman Colledge made the motion to reinstate Robert's Rules of Order. **Councilman Vaughan** seconded the motion. The vote was carried unanimously.

Councilman Vaughan made the motion to Adjourn until September 1, 2020 at 6:30 pm. **Councilwoman Martin** seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 1, 2020
Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19 until further notice.

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

RESOLUTION NUMBER 000-2020

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 1, 2020
Resolution requesting and accepting assistance from Jackson County in purchasing and installing playground equipment for Bacot Park

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Resolution requesting and accepting assistance from Jackson County in purchasing and installing playground equipment from Jefcoat Recreation for Bacot Park

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:

RESOLUTION NUMBER 000-2020

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING AND ACCEPTING FINANCIAL AND INSTALLATION ASSISTANCE FROM THE JACKSON COUNTY BOARD OF SUPERVISORS FOR PLAYGROUND EQUIPMENT FROM JEFLOAT RECREATION IN THE AMOUNT OF \$12,926.33 FOR USE OF IMPROVEMENTS TO BACOT PARK

WHEREAS, the City of Gautier has or will submit a letter to Jackson County's Recreation department requesting financial and installation assistance for playground equipment at Bacot Park; and

WHEREAS, quotes for this project were received from two recreation companies; and

WHEREAS, the lowest quote was from Jefcoat Recreation and Construction with a total of \$12,926.33; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests and accepts financial and installation assistance from the Jackson County Board of Supervisors for playground equipment from Jefcoat Recreation in the amount of \$12,926.33 for use on improvements to Bacot Park.

BE IT, FURTHER RESOLVED that the Council authorizes the City Clerk and City Manager to execute all documents necessary for these purposes.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

*Mayor
Phil Forjusen*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*City Clerk
Cynthia Russell*

*Council
At Large Mary F. Martin
Ward 1 Cameron B. George
Ward 2 Richard "DJ"
Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty"
Anderson
Ward 5 Adam D. Colledge*



*3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-*

August 27, 2020

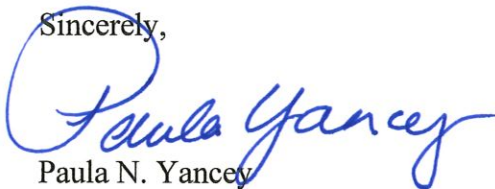
Re: Request for financial and installation assistance for playground equipment for use of improvements to Bacot Park

Dear Jackson County Board of Supervisors:

The City of Gautier is requesting the financial and installation assistance for playground equipment to improve Bacot Park. The County Recreation Department has provided two quotes, with Jefcoat Recreation and Construction being the lowest quote totaling \$12,926.33. The City is requesting the funding in the amount of \$12,926.33 and a maintenance crew to assist with the installation of the equipment.

Thank you in advance for your consideration of this request.

Sincerely,


Paula N. Yancey



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0026200103

Project: PartsListBOM

Prepared For:

Darcie Crew
Jackson County Board of Supervisors
P O Box 998
Pascagoula, MS 39568
(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

Project Name & Location:

Prepared by:

Jefcoat Recreation and Construction

PO BOX 6197
Pearl, MS 39288
601.414.3625 (phone)
crj@jefcoatrecreation.com

Ship To Address:

Darice Crew
City of Gautier/ Bacot Park
2300 Ladrner Rd
Gautier, MS 39553
(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

End User:

Darice Crew
City of Gautier/ Bacot Park
2300 Ladrner Rd
Gautier, MS 39553
(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

Quote Number: R0026200103
Quote Date: 8/11/20
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: TotsChoice
Age group:

Global defaults

Accent
Accent Climber
Accent Enclosure
Canopy Climber
Clamp
Drum Medium
Drum Small
Panel
Post
PVC
Rockite
Roof
Slide Canopy
Slide Rockite

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	100.00	796.00	796.00
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	125.00	1,224.00	1,224.00
718552	3 1/2" OD X 130" POST (3' TO 5' DECKS)	5	40.00	181.00	905.00

718572	3 1/2" OD X 138" POST FOR ROOF (3'DK OR LESS)	4	40.00	159.00	636.00
7186385	GROOVE II SLIDE (5' DECK)	2	200.00	1,627.00	3,254.00
71871513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1	65.00	1,045.00	1,045.00
718731	TRAP DOOR CLIMBER (3' & 5' DECK)	1	95.00	1,141.00	1,141.00
718787	TOT ROCK CLIMBER (3' DECK)	1	100.00	1,056.00	1,056.00
71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	2,640.00	2,640.00
7188614	60" SQUARE ROOF-SHINGLE, DOUBLE WALL	1	135.00	936.00	936.00
718900	WALL ENCLOSURE W/STEERING WHEEL	1	40.00	527.00	527.00
7189071	"L" SLIDE RH W/CANOPY (3' DECK)	1	90.00	1,083.00	1,083.00
7189599	ADA STAIRS BTWN DECKS W/2' RISE CLSD HR	1	205.00	1,813.00	1,813.00
718994	FUN FONE PAIR (2 FONES)	1	95.00	975.00	975.00

RiskSign_Included

Product line: Freestanding

Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Totals:

Equipment Weight:	2,035.00 lbs
Equipment List:	\$18,031.00
Discount Amount:	-\$6,031.00
Equipment Price:	\$12,000.00
Freight:	\$926.33
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$12,926.33
Estimated Sales Tax*:	\$0.00
Grand Total:	\$12,926.33

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0026200103 **Quote Date:** 8/11/20 **Equipment:** \$18,031.00 **Grand Total:** \$12,926.33

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not

relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



CONSULTANT	
Kris Allen	9726587950
QUOTE	
Quote Date	Valid Until
8/17/2020	9/16/2020
Est. Delivery:	Est. Install
6-8 Weeks	no install

CUSTOMER INFORMATION

Customer: **Jackson County Board of Supervisors**
 Contact: **Darcie Crew** PO Box 998
 Contact Info: darcie_crew@co.jackson.ms.us Pascagoula, MS 39568
 Project Name: **BACOT Park**
 Site Address:
 End User:

ITEM	DESCRIPTION	QTY	EACH	TOTAL
MIRACLE	Miracle 5-12 playground equipment design	1	\$18,031.00	\$18,031.00
DISCOUNT	Discount on Equipment	1	-\$3,600.00	-\$3,600.00
FREIGHT	Shipping directly to site	1	\$926.33	\$926.33

This quote excludes installation and surfacing

TAX EXEMPT Tax Exemption Certificate Provided

TOTAL \$15,357.33

Payment Terms **Net 30** To be invoiced in full upon completion of project.

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
 * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Approval Signature

Date

PO Number

Send completed quote and purchase order to: **ka@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.



CUSTOMER INFORMATION

Customer: **Jackson County Board of Supervisors**
 Contact: **Darcie Crew** **PO Box 998**
 Contact Info: darcie_crew@co.jackson.ms.us **Pascagoula, MS 39568**
 Project Name: **BACOT Park**
 Site Address:
 End User:

CONSULTANT	
Kris Allen	9726587950

QUOTE

Quote Date	Valid Until
8/17/2020	9/16/2020
Est. Delivery:	Est. Install
6-8 Weeks	no install

Please provide the following information:

Project Name: **BACOT Park**

Project Total
\$15,357.33

Est Project Start Date: _____ Bond Required _____
 Est Project Completion Date: _____ Contract Required _____

Purchase Order # _____

Add'l Details: _____

PROJECT DETAILS

SHIPPING INFO		INVOICE INFO	
Company	_____	Company	_____
Street Address	_____	Street Address	_____
City, State, Zip	_____	City, State, Zip	_____
Contact:	_____	Contact:	_____
Phone #	_____	Phone #	_____
Email:	_____	Email:	_____

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



PO BOX 29
Allen, TX 75013
Phone: 972-727-0653
Fax: 972-396-4994

Prepared For:

City of Gautier/ Bacot Park
 2300 Ladhier Rd
 Gautier, MS 39553
 â€(228) 218-6032 (phone)
darcie_crew@co.jackson.ms.us

Quote Date: 2/13/2019
 Valid For: 30 Days From Quote Date

Part Number	Description	Qty	Weight	Unit Price	Total
7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	1	100.00	796.00	796.00
7185049	1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS)	1	125.00	1,224.00	1,224.00
718552	3 1/2" OD X 130" POST (3' TO 5' DECKS)	5	40.00	181.00	905.00
718572	3 1/2" OD X 138" POST FOR ROOF (3'DK OR LESS)	4	40.00	159.00	636.00
7186385	GROOVE II SLIDE (5' DECK)	2	200.00	1,627.00	3,254.00
71871513 HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	1	65.00	1,045.00	1,045.00
718731	TRAP DOOR CLIMBER (3' & 5' DECK)	1	95.00	1,141.00	1,141.00
718787	TOT ROCK CLIMBER (3' DECK)	1	100.00	1,056.00	1,056.00
71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	1	225.00	2,640.00	2,640.00
7188614	60" SQUARE ROOF-SHINGLE, DOUBLE WALL	1	135.00	936.00	936.00
718900	WALL ENCLOSURE W/STEERING WHEEL	1	40.00	527.00	527.00
7189071	"L" SLIDE RH W/CANOPY (3' DECK)	1	90.00	1,083.00	1,083.00
7189599	ADA STAIRS BTWN DECKS W/2' RISE CLSD HR	1	205.00	1,813.00	1,813.00

718994	FUN FONE PAIR (2 FONES)	1	95.00	975.00	975.00
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00
925961	THUMB DRIVE 3GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
925961	THUMB DRIVE 3GB - MREC	1	0.00	0.00	0.00

Totals:

Equipment Weight:	2,035.00 lbs
Equipment List:	\$18,031.00
Discount Amount:	-\$3,600
Equipment Price:	\$14,431
Freight:	\$926.33
Installation:	\$0.00
Products by Other:	\$0.00
GrantTotal:	\$15,357.33

Notes:

If tax exempt, please provide tax exemption certificate otherwise tax will be included on your invoice.

Thank you for the opportunity to provide this quote!

Approved by:

- INSTALLATION AND FREIGHT NOT INCLUDED (UNLESS NOTED ABOVE)

- IT IS THE RESPONSIBILITY OF THE OWNER TO OBTAIN PERMITS IF NECESSARY.

-It is the responsibility of the owner to locate all underground utility lines (Telephone, Computer/Data Lines, Water and Main Lines for Irrigation Sprinklers).

-We will make every endeavor to prevent damage to the located utilities, but in the event of damage to the utilities that we cannot repair, we will not be held responsible for charges of repair from outside services.

ROCK CLAUSE: In the event solid rock is encountered, an additional charge of \$25.00 per hole will be assessed.

- Prices are guaranteed for 30 days from date listed on quote.

Approved By: _____

Date: _____

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 1, 2020
Approval of an agreement between the City of
Gautier and Elektra-Tech Entertainment to provide
sound and production services for the City of
Gautier's one day Cruisin' Through the Decades
Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of the attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

Second Made by:									
Gollott	☐	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 000-2020

WHEREAS, the City requires sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020; and

WHEREAS, Elektra-Tech Entertainment has offered, as in years past, to provide such services under the attached agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering the attached 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 attached agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2020.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 8/25/2020
Subject: Approval of an agreement between the City of Gautier and Elektra-Tech Entertainment to provide sound, and production services 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 Elektra-Tech Entertainment to provide sound, and production services for the City of Gautier's one day Cruisin' Through the Decades Event to be held October 4, 2020.

BACKGROUND:

The 24th Annual Cruisin' the Coast will be held Oct. 4 – 11, 2020 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 4, 2020 from 4- 8p.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:

1) Elektra-Tech Entertainment agrees to provide sound and production services for entertainment purposes for Gautier's Cruisin' the Coast 2020.

2) Elektra-Tech Entertainment agrees to provide the contracted services during the hours of 4:00 p.m. – 8:00 p.m., on the day of October 4, 2020.

3) Entertainment services are provided for a fee of \$1,500.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of \$100.00 per hour.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment. The City Council may:

1. Approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment; or
2. Not approve the attached agreement between the City of Gautier and Elektra-Tech Entertainment.

ATTACHMENTS:

1. ElektraTech Entertainment (revised) 2020

Elektra-Tech Entertainment

Entertainment Agreement

This agreement made and entered on this ___ day of _____ between City of Gautier as buyer, and Elektra-Tech Entertainment; whereas, the buyer wishes to contract the entertainers to provide musical and/or lighting entertainment and stage roofing.

The buyer and Elektra-Tech Entertainment agree to the following terms and conditions of this listed agreement between both parties:

- 1) The entertainer agrees to provide sound, stage roofing and production services for entertainment purposes at: Gautier, MS for Cruisin the Coast 2020.
- 2) The entertainer agrees to provide the contracted services during the hours of 4:00pm – 8:00pm, on the day of October 4, 2020.
- 3) Entertainment services are provided for a fee of \$1,500.00 for the hours stated above. The buyer has, and may exercise, the option of extending the performance, if the entertainer's schedule allows time for an extension, for a fee of \$100.00 per hour.
- 4) **All fees are due and payable to the entertainer on October 9, 2020.**
- 5) The buyer agrees to provide 30 days notice of cancellation of the event. A re-schedule date must be agreed upon by BOTH parties.
- 6) Entertainer is not responsible for cancellation or postponement due to outdoor events. At the sign of inclement weather, buyer is responsible for the relocation of the entertainer to protect any and all equipment. When chance of rain is 30% or higher for an outdoor venue site, relocation is required. Elektra-Tech Entertainment reserves the right to cease operations in the event of inclement weather without penalty from the buyer.

**At the sound of thunder and/or visible lighting Elektra-Tech Entertainment reserves the right to CANCEL the production for the safety of the crew and the guests in attendance. Elektra-Tech Entertainment is committed to providing an enjoyable and safe experience for all of our customers.
- 7) Any entertainment venue that is greater than 25 miles from Lucedale, MS will incur an additional \$1.00 per mile of travel expenses to and from the venue.
- 8) Adequate lodging may be required of the buyer of said services if the event is more than twelve (12) hours long and/or over fifty (50) miles away from Lucedale, MS. "Adequate Lodging" is

9) During the hours of 4:00pm – 8:00pm, on the day of October 4, 2020, the buyer will, to the extent reasonably possible, ensure that the equipment provided by the entertainer is not damaged.

Buyer is responsible for providing adequate power (50 amp / 230 volts) for the production team to use for the event.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS.

Dwayne Barker
(601) 508-0954

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: September 1, 2020
Title: Authorization to retire K-9 Unit (Justice) from service, and to transfer ownership to Captain David Bever

Introduced by:
Contact Person/Telephone Danny Selover 497-8099

Summary Explanation: Authorization to retire K-9 Unit (Justice) from service, and to transfer ownership to Captain David Bever

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	☐
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Second Made by:

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

Action Taken:

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

RESOLUTION NUMBER 000-2020

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO RETIRE K-9 UNIT (JUSTICE) AND TO TRANSFER OWNERSHIP TO HIS HANDLER, CAPTAIN DAVID BEVER

WHEREAS, the Gautier Police Department is requesting that K-9 Unit (Justice) be retired from service; and

WHEREAS, a Law Enforcement officer is allowed to retain as his personal property any K-9 assigned to the officer when the dog is retired from service pursuant to Miss. Code Ann. 45-3-52; and

WHEREAS, K-9, Justice, has served the Gautier Police Department alongside with Captain David Bever for the past six years; and

WHEREAS, the Mayor and Members of the Council have determined that retiring K-9 Unit (Justice), and transferring ownership to Captain David Bever is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that K-9 Unit Justice is hereby retired from service, and that his ownership be transferred to his handler, Captain David Bever.

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

The motion to approve the foregoing resolution was made by **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 of September, 2020.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 8/25/2020
Subject: Authorization is requested for the retirement of K-9 (Justice) and declare ownership to be transferred to Captain Bever.

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and City Council to retire K-9 Justice. We would also like to ask the Mayor and Council to authorize the transfer of ownership to Captain David Bever.

BACKGROUND:

K-9 Justice has served the Gautier Police Department alongside Captain Bever for the past six years. The required training has taken a toll on his body. Justice suffers from joint pain and is unable to keep up with the day to day training required to keep his certification. Due to the unique bond Justice shares with his handler, it is my recommendation that Captain Bever retain possession of Justice.

DISCUSSION:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired. The best interest for K-9 Justice is to be granted his retirement and remain his final years with his handler.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request to retire K-9 Justice and grant ownership to his long term handler, Captain David Bever.

ATTACHMENTS:

1. documents

Gautier Police Department

Chief of Police Daniel Selover

To: Chief Daniel Selover
From: Captain David Bever
Date: August 20, 2020
Subject: Retiring K9 Justice

Dear Chief,

The City purchased K9 Justice when he was three years old in August 2014. This past July, K9 Justice turned nine. K9 Justice is considered geriatric at his age and I am recommending K9 Justice be retired from active service. He is currently starting to show signs of joint pain when performing some of his duties and my concern is his body will not be able to handle the impact on it from working. In addition, the life expectancy of a Belgian Malinois is 12-14 years.

If the retirement is approved, K9 Justice would have to be approved as surplus property by the City Council and ownership could be transferred over to me. State Statute 45-3-52 requires a law enforcement officer be allowed to retain as his personal property any dog assigned to the officer when the dog is retired from service (MS Attorney General Opinion No. 2009-00245).

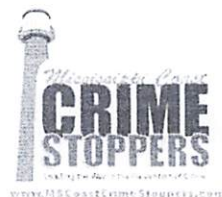
Respectfully,



Captain David Bever



3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8018



Re: Law enforcement dogs

***1** Mr. Charles Smith
***1** Chief of Police
***1** City of Indianola
***1** P. O. Box 269
***1** Indianola, MS 38751

Dear Chief Smith:

***1** Attorney General Jim Hood received your request and assigned it to me for research and response.

Issue Presented

***1** Can a municipality maintain a law enforcement dog that is in the custody of a municipal K-9 officer?

Response

***1** Yes. A municipality is authorized to purchase a suitable dog for law enforcement purposes and to appropriate and pay monthly such amounts as may be necessary to maintain and care for the dog, pursuant to Section 21-21-5 of the Mississippi Code. Alternatively, a municipality may increase the salary of a K-9 officer to compensate the officer for the training, maintenance and medical expenses of a dog that is owned by the officer, but is used on a regular basis by the city for law enforcement purposes.

***1** Please also note that Section 45-3-52 of the Mississippi Code requires that a law enforcement officer be allowed to retain as his personal property any dog assigned to the officer when the dog is retired from service. In the event the K-9 officer donates ownership of the dog to the municipality and the dog is assigned to the K-9 officer, the K-9 officer would be entitled to retain the dog as the K-9 officer's personal property when the dog is retired from service.

***1** However, any other arrangement in which the city is contemplating a separate contract with the K-9 officer, other than the K-9 officer's contract of employment, should be submitted to the Mississippi Ethics Commission for an advisory opinion.

Very truly yours,

***1** Jim Hood
***1** Attorney General
***1** By: Chuck Rubisoff
***1** Special Assistant Attorney General

2009 WL 1643503 (Miss.A.G.)

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Document: Miss. Code Ann. § 45-3-52



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Miss. Code Ann. § 45-3-52**Copy Citation**

Current through the 2019 Regular Session.

Mississippi Code 1972 Annotated Title 45. Public Safety and Good Order (Chs. 1 — 47) Chapter 3. Highway Safety Patrol (§§ 45-3-1 — 45-3-57)

§ 45-3-52. Retention by officers of assigned dogs retired from service.

A member of the Mississippi Highway Safety Patrol or any other certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired from service.

History

Laws, 2004, ch. 491, § 1, eff from and after July 1, 2004.

Mississippi Code 1972 Annotated
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**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 1, 2020**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
