

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 19, 2023 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be September 28th, starting at 11am at the former Singing River Mall Property.**
- 2. City of Gautier's Cruisin' Through the Decades event will be held October 1, 2023, starting at 12pm at the former Singing River Mall Property; followed by a Drive-In movie, featuring Smokey and the Bandit, at 5:30pm.**
- 3. Outdoor Movie Night, featuring League of Superpets, will be Friday, October 13th, starting at 6:30pm at Gautier's Sportsplex.**
- 4. City of Gautier's 33rd Annual Gautier Mullet & Music Festival will be Saturday, October 21st, from 9am until 6pm at the former Singing River Mall Property.**

IV. Presentation Agenda

- 1. Youth Council Swearing-In Ceremony**

V. Business Agenda

- 1. Resolution amending the City of Gautier FY 2024 Comprehensive Fee Schedule**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Receive and Accept Audited Financial Statements for the year ended September 30, 2022 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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- 3. Resolution approving Final Budget Amendments for FY 2023**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Approval of FY 2024 Commercial Insurance Renewals**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Approval to enter into a negotiated contract with an Operation, Maintenance and Management of the Department of Public Works Provider**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **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. **Approval of Minutes from the Regular Council Meeting held September 5, 2023**
2. **Receive August 2023 Privilege License Reports**
3. **Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event**
4. **Approval of a request from Mississippi Gulf Coast Community College for the use of four portable lights**
5. **Approval to waive the rental fee in the amount of (\$40.00) for the use of Pavilion A at George Martin City Park for Singing River Academy**
6. **Authorization to remove broken office furniture and equipment from the City of Gautier's inventory**
7. **Authorization to enter into an Encroachment Agreement with Cooperative Energy**
8. **Approval of Playground Development Agreement**
9. **Approval of a Contract Agreement with Pyro Shows**
10. **Authorization to purchase a K-9 for law enforcement purposes**
11. **Authorization to approve Change Order No. 3 (summary) for the Gautier Vancleave Road Wastewater System Upgrades Project (GOMESA).**
12. **Authorization to acquire an easement for Animal Shelter Water Main**
13. **Authorization to acquire an easement for Animal Shelter Water Main**

VII. STUDY AGENDA

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

Adjourn until October 3, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 19, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be September 28th, starting at 11am at the former Singing River Mall Property.
2. City of Gautier's Cruisin' Through the Decades event will be held October 1, 2023, starting at 12pm at the former Singing River Mall Property; followed by a Drive-In movie, featuring Smokey and the Bandit, at 5:30pm.
3. Outdoor Movie Night, featuring League of Superpets, will be Friday, October 13th, starting at 6:30pm at Gautier's Sportsplex.
4. City of Gautier's 33rd Annual Gautier Mullet & Music Festival will be Saturday, October 21st, from 9am until 6pm at the former Singing River Mall Property.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

SEP 28

11 AM



GOOD EATS FROM AWESOME

FOOD TRUCKS

**KEEPIN IT TASTY, BURGER BOX, FRANKIE FAYE'S ,
MEATBAWLS, LOS SARAPES, THE PEANUT MAN, SUGAR
BEANS, MANN'S KETTLE CORN, NORWOOD'S, MANNA TIME,
SALTY JAX, CAJUN GRIS GRIS, MAMA RED'S GRILL, EMER-
ALD TEA CO. , GRANNY'S DELICIOUS HOTDOGS, HAVENS
DOWN HOME CREAMERY**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

CITY OF GAUTIER'S



Cruisin'

THROUGH THE DECADES



OCTOBER 1, 2023

CRUISE-IN 12PM DRIVE-IN MOVIE 5:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

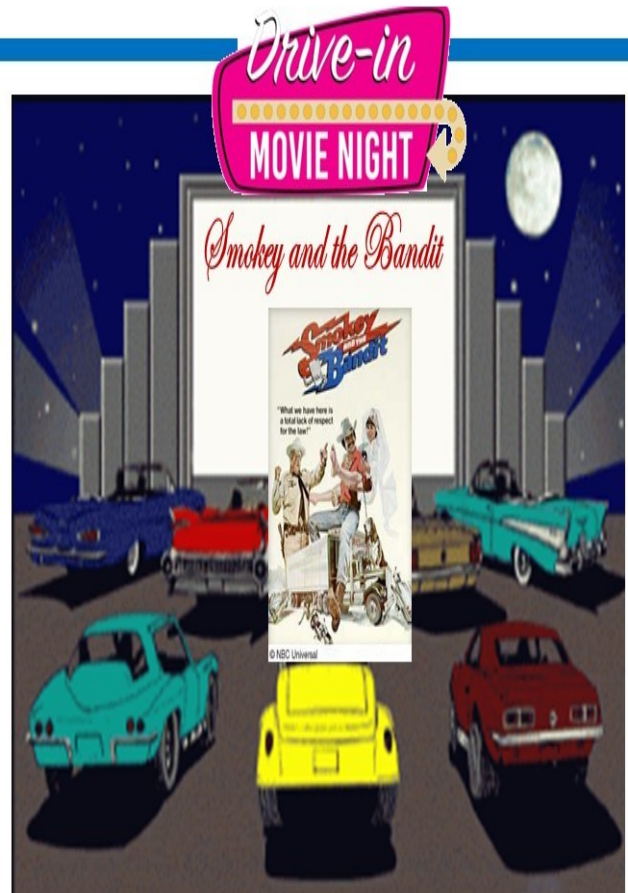


COME VIEW CLASSIC BEAUTIES!

12PM-6PM SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Giveaways for the 1st 300 Cruisers



5:30 pm Singing River Mall Property

CITY OF GAUTIER OUTDOOR MOVIE NIGHT

FREE
POPCORN

DWAYNE
JOHNSON

KEVIN
HART

SIT, STAY, SAVE THE WORLD.



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FREE
HALLOWEEN
TREAT BAGS



FRIDAY OCTOBER 13TH 6:30 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON
THE BIG SCREEN GAUTIER SPORTSPLEX 2715 HWY 90



SATURDAY
OCTOBER 21
9 AM TO 6 PM
OLD SINGING RIVER MALL
2800 US-90, GAUTIER

FUN FOR EVERYONE!

Come celebrate our 33rd Gautier Mullet & Music Fest.
It is a **FREE** event, open to the public featuring our
own **MULLET TOSS!**

Live Music

Music starts at 9:30am until 6pm.
Bring a chair and enjoy the show!

FRIED MULLET AND FOOD TRUCKS!



Kids Only Zone

Pony rides, bounce houses, train rides,
and much more!!!

OVER 70 ARTS & CRAFTS VENDORS!

CAR & MOTORCYCLE SHOW

COSPLAY CONTEST PET PARADE

Cash prizes!

WWW.GAUTIERMULLETFESTIVAL.COM



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 19, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Youth Council Swearing-In Ceremony

NOTES:

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

Council Meeting:
Title:

September 19, 2023
**Resolution amending the City of Gautier FY 2024
Comprehensive Fee Schedule**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution amending the City of Gautier FY 2024 Comprehensive Fee Schedule

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

**RESOLUTION AMENDING THE CITY OF GAUTIER
FY 2024 COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the City council of Gautier has determined that the comprehensive fee schedule requires amendment, as presented; and

WHEREAS, the rate for residential water operation and maintenance shall be set at \$27.30 for the first three thousand (3000) gallons used, and the rate for each additional one thousand (1000) gallons used thereafter shall be set at \$9.10; and

WHEREAS, the rate for commercial water operation and maintenance shall be established at \$28.20 for the first three thousand (3000) gallons used, and the rate for each additional one thousand (1000) gallons used thereafter shall be set at \$9.40; and

WHEREAS, the rate for the residential sewer operation and maintenance shall be set at \$16.05 for the first three thousand (3000) gallons used, and that the rate for each additional thousand (1000) gallons used thereafter shall be set at \$5.35; and

WHEREAS, the rate for the commercial sewer operation and maintenance shall be set at \$24.45 for the first three thousand (3000) gallons used, and that the rate for each additional thousand (1000) gallons used thereafter shall be set at \$8.15; and

WHEREAS, the rate for JCUA wastewater treatment will increase from \$5.15 per thousand (1000) gallons to \$6.70 per thousand (1000) gallons for both residential and commercial customers; and

WHEREAS, the capacity charge applied to commercial customers using 10,000 gallons or more per monthly usage shall be set as follows:

• 0 to 9,999	gallons monthly	\$0
• 10,000 to 19,999	gallons monthly	\$75.00
• 20,000 to 49,999	gallons monthly	\$200.00
• 50,000 to 99,999	gallons monthly	\$450.00
• 100,000 to 199,999	gallons monthly	\$850.00
• 200,000 to 249,999	gallons monthly	\$1,150.00
• Greater than 250,000	gallons monthly	\$1,650.00

WHEREAS, the above rate changes shall become effective on October 1, 2023; and

WHEREAS, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose; and

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

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 19, 2023

CITY OF GAUTIER COMPREHENSIVE FEE SCHEDULE



REVISED: 9/14/2023

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 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	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 \$500,001 - up	Each	\$2120 for \$500,000 + \$3 each add'l \$1,000 + \$1.00 Filing Fee	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.
II.	SITE PREPARATION - PERMITS			
	Demolition - Commercial Structure			
	0 - 5,000 square feet	Each	250 + \$1.00 Filing Fee	Includes demolition of commercial building and accessory structures only.
	5,001 - up square feet	Each	\$250.00 for 5,000 sf + \$50 each add'l 5,000 sf + \$1.00 Filing Fee	
	Demolition - Commercial Site			
	0 - 5 Acres	Each	250 + \$1.00 Filing Fee	Include demolition of site work improvements including pavement, utilities, septic tanks, wells, flag poles, retaining walls, bulk heads, etc.
	5.01 - Up Acres	Each	\$250.00 for 5 ac + \$50 each add'l 5 ac + \$1.00 Filing Fee	
	Site Clearing/Demolition/Land Disturbance			
	0 - 0.9 Acres	Each	25.00 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	
	5 - Up Acres	Each	\$100.00 + \$1.00 Filing Fee	
	Bulk Head Construction Permit Fee	Each	\$50.00 + \$1.00 Filing Fee	
	Protected Tree Removal	Each	\$50.00 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee (Unrefundable)	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/FEEES			
	Special Exception Application Fee	Each	\$250.00 + \$1.00 Filing Fee	
	Commercial Signs	Each	\$25.00 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	
	New Business	Each	\$100.00 + \$1.00 Filing Fee	

*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 + \$1.00 Filing Fee	Christmas Tree Sales Lot, Contractor's Temporary Office/Storage Sheds (per building/structure), Portable Storage
	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 + \$1.00 Filing Fee	

	Work W/O Permit	Each	Up to 5x Normal Permit Fees	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 + \$1.00 Filing Fee	One time fee
V.	CONTRACTOR LICENSE			
	General		no charge	Must have License issued by the State of Ms.
	Remodelers		\$100 + \$1.00 Filing Fee for Gautier License or No Charge if Licensed through State of Ms.	
	Electrical		\$50 + \$1.00 Filing Fee 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 + \$1.00 Filing Fee	Includes any new house or addition/accessory structure over 750 sf
	Residential - Misc. Plan Review	Each	\$25.00 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	
	annual renewal only	annually	\$50.00 + \$1.00 Filing Fee	with no changes in operations
	Appeal Staff Decision to Planning Commission	Each	\$100.00 + \$1.00 Filing Fee	
	Appeal Planning Commission Decision to Council	Each	\$100.00 + \$1.00 Filing Fee	
	Right-of-Way Vacation	Each	\$250.00 + \$1.00 Filing Fee	
	Conditional Use (Major/Minor)	Each	\$250.00 + \$1.00 Filing Fee	
	Special Exception Application Fee	Each	\$250.00 + \$1.00 Filing Fee	
	Technical Review Committee (TRC) Review Meeting	Each	\$50.00 + \$1.00 Filing Fee	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 + \$1.00 Filing Fee	
	Variance - Administrative	Each	\$100.00 + \$1.00 Filing Fee	
	Zoning Change	Each	\$300.00 + \$1.00 Filing Fee	
	Text Amendment	Each	\$250.00 + \$1.00 Filing Fee	
	Home Occupation	Each	\$125.00 + \$1.00 Filing Fee	
	Lot Split/Rearrangement (Minor)	Each	\$50.00 + \$1.00 Filing Fee	under 2.25 acres
	Lot Split/Rearrangement (Major)	Each	\$100.00 + \$1.00 Filing Fee	over 2.25 acres and/or 2 lots
	Subdivision of Land Process - Preliminary/Final	Each	\$100.00 + \$6 per lot + \$1.00 Filing Fee	
	Other Public Hearing Requests	Each	\$100.00 + \$1.00 Filing Fee	

PARKS & RECREATION

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	GENERAL PARK AND RECREATION (RENTAL FEES)			
	CITY PROGRAM REGISTRATION FEES			
	Youth Sports Programs			
	Flag Football	per player	\$70.00	
	Tackle Football	per player	\$90.00	
	Cheerleading	per player	\$90.00	
	Basketball	per player	\$75.00	
	Baseball	per player	\$80.00	
	Softball	per player	\$80.00	
	SENIOR CENTER BUILDING			
	resident / non-resident	Day	\$150.00 + \$100 refundable Deposit	
	GEORGE MARTIN / BACOT / BUDDY DAVIS			
	pavilion -(8am to 12pm)	Day	\$40.00	
	pavilion -(12pm to 4pm)	Day	\$40.00	
	pavilion -(4pm to dusk)	Day	\$40.00	
	pavilion -(all day)		\$100.00	
	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
	Basketball Pavilion - Non promoted event	8am - 2pm only	\$250.00 + \$150 refundable Deposit	
	Basketball Pavilion - Promoted event	8am - 2pm only	\$350.00 + \$350 refundable Deposit	
	SHEPARD STATE PARK			
	Camping (RV sites)			
	nightly	Day	\$22.00	
	nightly (65 or older/ or disable)	Day	\$17.00	
	monthly	Monthly	\$420.00	
	camping (primitive)	Per Tent/Day	\$17.00	
	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 / walking trails)
	Daily Walk In Pass /Bus/Bike	per person/Day	\$0.50	
	Boat Launch	per boat/Day	\$4.00	Campers Exempt from Boat Launch Fee
	Disc Golf	per vehicle	\$3.00	
	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	
	Pavilion Parking	per vehicle	\$3.00	Vehicle parking fee with pavilion rental
	Multi-purpose Field	per hour	\$6.00	
	Multi-purpose Field w/lights	per hour	\$12.00	

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
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	\$27.30	
	1000 Gallons Over the Minimum	residential	\$9.10	
	Minimum Charge of 3000 Gallons or Less	commercial	\$28.20	
	1000 Gallons Over the Minimum	commercial	\$9.40	
	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
III.	SEWER CHARGE			
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	residential	\$16.05	
	1000 Gallons Over the Minimum	residential	\$5.35	
	Wastewater Treatment Charge	residential	\$15.45	
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	commercial	\$24.45	
	1000 Gallons Over the Minimum	commercial	\$8.15	
	Wastewater Treatment Charge	commercial	\$15.45	
	1000 Gallons Over the Minimum (wastewater treatment)		\$6.70	
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		\$75.00	
	20,000 to 49,999 gallons monthly		\$200.00	

	50,000 to 99,999 gallons monthly		\$450.00	
	100,000 to 199,999 gallons monthly		\$850.00	
	200,000 to 249,999 gallons monthly		\$1,150.00	
	greater than 250,000 gallons monthly		\$1,650.00	
	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	\$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	
	Accident Reports ONLINE	Each	\$15.00	Additional \$5.00 online fee
	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
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	
	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	
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	
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	

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

Council Meeting:
Title:

September 19, 2023
Receive and Accept Audited Financial Statements
for the year ended September 30, 2022 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, 2022 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:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

ORDER NUMBER 000-2023

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, 2022 are 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 19, 2023.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

For the Year Ended September 30, 2022

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INTRODUCTORY SECTION



**Casey Vaughan
Mayor**



**Adam Colledge
Councilwoman At-Large**



**Cameron B. George
Councilman, Ward 1**



**Richard "DJ" Jackson
Councilman, Ward 2**



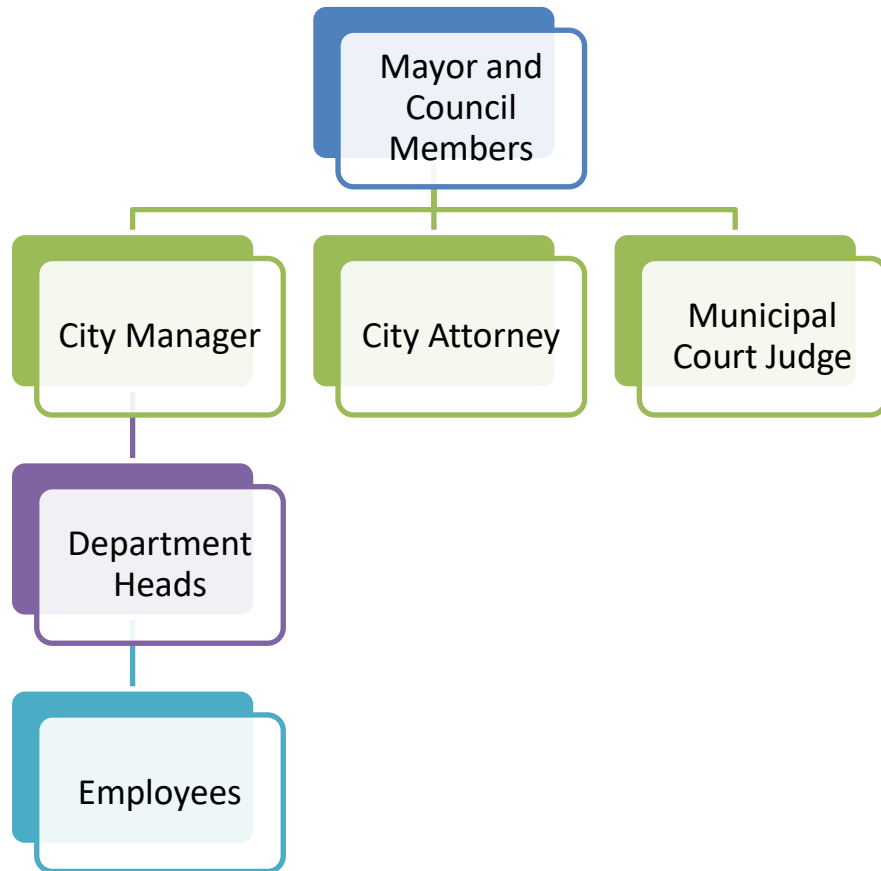
**Gordon Gollott
Councilman, Ward 3**



**Charles "Rusty" Anderson
Councilman, Ward 4**



**Dante Elbin
Councilman, Ward 5**



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

CHARLENE KERKOW, CPA
SHARI L. BREEDEN, CPA
ROBERT D. FOREMAN, CPA

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
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INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council
City of Gautier, Mississippi

Report on the Financial Statements

Opinions

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, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi, as of September 30, 2022, 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.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (Government Auditing Standards). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Change in Accounting Principle

As discussed in Note 1(T) and Note 10 to the financial statements, effective October 1, 2021, the City adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-to-use lease asset and corresponding lease liability and lessors to recognize a lease receivable and corresponding deferred inflow of resources for all leases with lease terms greater than twelve months. Our opinion is not modified with respect to this matter.

Responsibility of Management 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibility for Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood, that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5-11 budgetary comparison information on pages 50-52 and the schedule of changes in the City's net pension and related ratios schedule and notes to the pension schedules on pages 53-56 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 Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Gautier, Mississippi's basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises introductory and the Schedule of Surety Bonds for City Officials but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

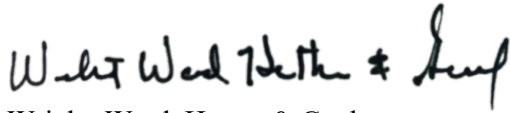
In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 5, 2023, on our consideration of the 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 September 5, 2023, on our consideration of the City of Gautier, Mississippi'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 Mississippi's internal control over financial reporting and compliance.



Wright, Ward, Hatten & Guel
Gulfport, Mississippi
September 5, 2023

MANAGEMENT DISCUSSION AND ANALYSIS



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, 2022 and 2021. 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, 2022, is 18,996. The median household income is \$51,382 with over 89% of persons 25 years or older holding a high school degree or higher.

Government-wide Financial Highlights

- Total net position increased \$18,712,827 or 33% from 2021 which increased \$6,901,472. This increase is primarily due to an increase in federal grant revenues in 2022.
- General revenues amounted to \$12,270,047 or 29% of total revenues. This amount increased \$2,603,484 from 2021 primarily due to the City's election to treat American Rescue Act funds received as loss revenue under the standard released in 2022 rather than the original capital use only. Program revenues amounted to \$29,697,498 or 71% of total revenues, which increased \$12,119,775 from 2021. This increase was mostly due to federal revenues received for capital projects.
- Capital assets, net of accumulated depreciation, increased by \$10,169,737 in the governmental activities and increased \$930,136 in the business-type activities during 2022. The increase in governmental capital assets is primarily a result of additional grant driven capital projects. The increase in business-type activities is primarily a result of additional projects reduced by annual depreciation.
- Long-term debt decreased by \$726,266 in the governmental activities primarily due to principal payments and refunding of bonds. This amount also includes a \$12,622 decrease 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 \$1,250,375 in the business-type activities which include a reduction of \$199 in compensated absences. The City's total debt outstanding at September 30, 2022 is \$24,651,805 which includes the liability for compensated absences of \$439,354. The net pension liability as of September 30, 2022 was \$16,018,188.

Fund Highlights

- *General Fund* – This fund is used for the general operations of the City. The General Fund had \$10,310,880 in revenues, which shows an increase of \$232,097 from 2021 and \$10,578,103 in expenditures, an increase of \$1,013,214 from 2021, in the current year. The General Fund's fund balance decreased \$56,563.

OVERVIEW OF FINANCIAL STATEMENTS

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.

Statement of Net Position and the Statement of Activities

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.

Table 1 provides a summary of the City's net position for 2022 compared to 2021.

TABLE 1 Condensed Statement of Net Position September 30, 2022 and 2021						
	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets						
Current assets	\$ 16,495,515	12,773,253	5,114,798	4,692,871	21,610,313	17,466,124
Non-current assets	49,722,799	36,946,421	49,622,277	49,164,064	99,345,076	86,110,485
Total Assets	<u>66,218,314</u>	<u>49,719,674</u>	<u>54,737,075</u>	<u>53,856,935</u>	<u>120,955,389</u>	<u>103,576,609</u>
Deferred Outflows	<u>2,575,822</u>	<u>1,227,606</u>	<u>181,323</u>	<u>78,358</u>	<u>2,757,145</u>	<u>1,305,964</u>
Liabilities						
Current liabilities	1,963,844	2,566,317	1,917,936	1,571,888	3,881,780	4,138,205
Non-current liabilities	23,445,205	19,233,320	15,879,987	16,837,419	39,325,192	36,070,739
Total Liabilities	<u>25,409,049</u>	<u>21,799,637</u>	<u>17,797,923</u>	<u>18,409,307</u>	<u>43,206,972</u>	<u>40,208,944</u>
Deferred Inflows	<u>5,279,750</u>	<u>7,807,651</u>	<u>3,082</u>	<u>356,075</u>	<u>5,282,832</u>	<u>8,163,726</u>
Net Position						
Investment in capital assets, net of related debt	40,083,935	18,677,598	31,682,128	30,206,621	71,766,063	48,884,219
Restricted net assets	578,362	8,330,913	1,607,265	1,760,962	2,185,627	10,091,875
Unrestricted	(2,556,960)	(5,668,519)	3,828,000	3,202,328	1,271,040	(2,466,191)
Total Net Position	<u>\$ 38,105,337</u>	<u>21,339,992</u>	<u>37,117,393</u>	<u>35,169,911</u>	<u>75,222,730</u>	<u>56,509,903</u>

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Statement of Net Position and the Statement of Activities (Continued)

Governmental Activities

Total net position increased \$16,765,345 as a result primarily due to an increase in grant revenues received for capital projects and land purchase.

Unrestricted cash increased significantly due to the City electing to recognize American Rescue Act funds as revenue loss under the standard issued in 2022 rather than the original restrictions placed on the funds for capital outlay only. In addition, current liabilities decreased \$602,473 primarily due to expenditure payments timing of 2022 expenditures versus 2021 expenditures.

Business-type activities

Net position for the business-type activities was \$37,117,393 a increase of \$1,947,482, primarily due to capital grant revenue increasing for on-going construction in progress funded by grants.

Table 2 provides a summary of the City's changes in net position for 2022 compared to 2021.

TABLE 2 Condensed Statement of Activities September 30, 2022 and 2021						
	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues	\$ 17,229,211	6,806,105	12,468,287	10,771,618	29,697,498	17,577,723
General revenues	11,831,042	9,327,581	439,005	338,982	12,270,047	9,666,563
Total revenues	29,060,253	16,133,686	12,907,292	11,110,600	41,967,545	27,244,286
Expenses:						
General government	3,230,675	2,416,294	-	-	3,230,675	2,416,294
Public safety	7,812,783	5,773,179	-	-	7,812,783	5,773,179
Public works	689,111	807,825	-	-	689,111	807,825
Culture and recreation	1,378,399	967,973	-	-	1,378,399	967,973
Interest on long-term debt	252,893	259,009	-	-	252,893	259,009
Water and sewer	-	-	8,490,386	8,677,899	8,490,386	8,677,899
Solid waste	-	-	1,400,471	1,440,635	1,400,471	1,440,635
Total expenses	13,363,861	10,224,280	9,890,857	10,118,534	23,254,718	20,342,814
Transfers	1,068,953	1,691,242	(1,068,953)	(1,691,242)	-	-
Increase (Decrease) in net assets	16,765,345	7,600,648	1,947,482	(699,176)	18,712,827	6,901,472
Net Position - beginning	21,339,992	13,739,344	35,169,911	35,869,087	56,509,903	49,608,431
Net Position - ending	\$ 38,105,337	21,339,992	37,117,393	35,169,911	75,222,730	56,509,903

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

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. The City does not report any fiduciary 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. 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.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

General Fund

The City's General Fund is the main operating fund and accounts for the sources and uses that make up the City's administrative, public safety, general public works and cultural and recreation services provided by the City to and for the general public. The unassigned fund balance of the general fund may serve as a useful measure of a government's net resources available for discretionary use at the end of the fiscal year.

Table 3 provides a condensed summary of the City's changes in general fund sources and uses in 2022 compared to 2021.

TABLE 3
Condensed Sources, Uses and Changes in Fund Balance - General Fund
For the year ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>	<u>Increase (Decrease)</u>	<u>Percent</u>
Sources:				
<i>Revenues:</i>				
Property taxes	5,627,783	5,372,798	254,985	5%
General Sales taxes	2,781,120	2,507,783	273,337	11%
Franchise fees	115,531	118,179	(2,648)	-2%
Licenses and permit fees	151,265	184,190	(32,925)	-18%
Intergovernmental	1,184,948	1,449,202	(264,254)	-18%
Charges for services	52,814	29,176	23,638	81%
Fines and forfeitures	344,887	346,265	(1,378)	0%
Investment earnings	19,229	13,118	6,111	47%
Miscellaneous	33,303	58,072	(24,769)	-43%
<i>Other Sources:</i>				
Proceeds from loans	39,347	-	39,347	100%
Insurance proceeds	65,384	35,280	30,104	85%
Transfers in	1,182,012	870,793	311,219	36%
Total sources	<u>11,597,623</u>	<u>10,984,856</u>	<u>612,767</u>	6%
Uses:				
<i>Expenditures:</i>				
Personnel services	8,005,277	7,288,461	716,816	10%
Supplies	527,132	372,448	154,684	42%
Contractual	1,686,616	1,743,065	(56,449)	-3%
Capital outlay	143,545	32,836	110,709	337%
Debt service	215,533	128,079	87,454	68%
<i>Other Uses:</i>				
Transfers out	1,076,083	876,279	199,804	23%
Total uses	<u>11,654,186</u>	<u>10,441,168</u>	<u>1,213,018</u>	12%
Change in Fund Balance	(56,563)	543,688	(600,251)	-110%
Beginning Fund Balance	<u>5,230,193</u>	<u>4,686,505</u>		
Ending Fund Balance	<u>5,173,630</u>	<u>5,230,193</u>		

BUDGET 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 2022, the City amended its general fund budget. All recommendations for a budget change come from the City Clerk to the Board of Alderman 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 over spending by individual departments.

CAPITAL ASSETS

Table 4 shows the Changes in Capital Assets for the years ended September 30, 2022 and 2021.

TABLE 4
Schedule of Capital Assets (Net of Accumulated Depreciation)
September 30, 2022 and 2021

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	\$ 11,742,761	6,228,137	1,215,870	1,215,870	12,958,631	7,444,007
Construction in progress	6,894,737	3,327,949	3,125,436	3,086,297	10,020,173	6,414,246
Buildings & improvements	2,336,017	2,398,963	-	-	2,336,017	2,398,963
Infrastructure	13,770,125	13,048,241	35,249,829	34,221,498	49,019,954	47,269,739
Machinery & equipment	1,276,185	471,909	251,082	313,175	1,527,267	785,084
Equipment under capital leases	257,710	632,599	2,622,629	2,697,870	2,880,339	3,330,469
Total	<u>\$ 36,277,535</u>	<u>26,107,798</u>	<u>42,464,846</u>	<u>41,534,710</u>	<u>78,742,381</u>	<u>67,642,508</u>

The primary increase in capital assets occurred due to completion of capital projects.

GENERAL LONG-TERM DEBT

At September 30, 2022, the City had \$24,651,805 outstanding debt obligations, which included \$439,354 of compensated absences payable.

TABLE 5
Schedule of Long-term Debt
September 30, 2022 and 2021

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
General Obligation Bonds	\$ 3,379,000	3,804,000	-	-	3,379,000	3,804,000
Special Limited Obligation Bonds	4,095,000	4,245,000	-	-	4,095,000	4,245,000
Revenue Refunding Bonds	-	-	11,490,000	11,895,000	11,490,000	11,895,000
Special Obligation Bonds	-	-	155,000	310,000	155,000	310,000
Capital Improvement Loans	1,033,532	1,086,902	-	-	1,033,532	1,086,902
Revolving Loans	-	-	2,147,010	2,610,655	2,147,010	2,610,655
Capital Leases	184,228	266,262	1,668,611	1,895,142	1,852,839	2,161,404
Add: Bond Premium*	60,070	63,310	-	-	60,070	63,310
Compensated Absences	418,912	431,534	20,442	20,641	439,354	452,175
Total	<u>\$ 9,170,742</u>	<u>9,897,008</u>	<u>15,481,063</u>	<u>16,731,438</u>	<u>24,651,805</u>	<u>26,628,446</u>

GENERAL LONG-TERM DEBT (Continued)

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.

ECONOMIC CONDITIONS AND OUTLOOK

The City continues its project to acquire the Singing River Mall property and convert the property in usable space for all citizens. Town Commons Park is under construction that will include a park with an amphitheater in addition to multiple infrastructure improvements in planning and underway for the next few fiscal years. Many of these improvements are being funded through federal and state grants received.

Personnel costs continue to rise due to cost of living increases and the City trying to be more competitive in order to keep and attain talented and qualified employees. Although there is slow growth in property tax revenues the City has able room for expansion of new residential and businesses and predicts an uptake in growth in the next few years. Sales tax revenues rose 11% this year and further increases are expected.

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

	Governmental	Business-Type	Total
ASSETS			
Current Assets			
Cash	\$ 9,658,002	3,118,385	12,776,387
Receivables	6,712,105	1,908,559	8,620,664
Prepaid	125,408	87,854	213,262
Total Current Assets	<u>16,495,515</u>	<u>5,114,798</u>	<u>21,610,313</u>
Noncurrent Assets			
Restricted and noncurrent cash	13,445,264	7,157,431	20,602,695
Capital assets			
Land and construction in progress	18,637,498	4,341,306	22,978,804
Other capital assets (net of accumulated depreciation)	<u>17,640,037</u>	<u>38,123,540</u>	<u>55,763,577</u>
Total Noncurrent Assets	<u>49,722,799</u>	<u>49,622,277</u>	<u>99,345,076</u>
Total Assets	<u>66,218,314</u>	<u>54,737,075</u>	<u>120,955,389</u>
DEFERRED OUTFLOW OF RESOURCES			
Deferred amounts related to pensions	<u>2,575,822</u>	<u>181,323</u>	<u>2,757,145</u>
Total Deferred Outflow of Resources	<u>2,575,822</u>	<u>181,323</u>	<u>2,757,145</u>
LIABILITIES			
Current Liabilities:			
Claims and wages payable	1,122,164	282,814	1,404,978
Accrued interest payable	32,023	147,870	179,893
Retainage payable	27,023	37,228	64,251
Capital debt			
Bonds payable	594,000	741,000	1,335,000
Notes payable	63,411	474,614	538,025
Capital leases payable	86,202	230,283	316,485
Non-capital debt			
Compensated absences payable	<u>39,021</u>	<u>4,127</u>	<u>43,148</u>
Total Current Liabilities	<u>1,963,844</u>	<u>1,917,936</u>	<u>3,881,780</u>
Noncurrent Liabilities:			
Capital debt:			
Bonds payable	6,940,070	10,904,000	17,844,070
Notes payable	970,121	1,672,396	2,642,517
Capital leases payable	98,026	1,438,328	1,536,354
Non-capital debt			
Compensated absences payable	379,891	16,315	396,206
Customer deposits	-	887,857	887,857
Net pension liability	<u>15,057,097</u>	<u>961,091</u>	<u>16,018,188</u>
Total Noncurrent Liabilities	<u>23,445,205</u>	<u>15,879,987</u>	<u>39,325,192</u>
Total Liabilities	<u>25,409,049</u>	<u>17,797,923</u>	<u>43,206,972</u>
DEFERRED INFLOW OF RESOURCES			
Property tax for future reporting period	5,231,468	-	5,231,468
Deferred amount on pension	48,282	3,082	51,364
Total Deferred Inflows of Resources	<u>5,279,750</u>	<u>3,082</u>	<u>5,282,832</u>
NET POSITION			
Net investment in capital assets	40,083,935	31,682,128	71,766,063
Restricted Net Position:			
Restricted for debt service	36,683	1,607,265	1,643,948
Restricted for unemployment compensation	4,851	-	4,851
Restricted for grant purposes	536,828	-	536,828
Unrestricted	<u>(2,556,960)</u>	<u>3,828,000</u>	<u>1,271,040</u>
Total Net Position	<u>\$ 38,105,337</u>	<u>37,117,393</u>	<u>75,222,730</u>

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:					\$		
General government	\$ 3,230,675	163,025	10,046	-	(3,057,604)		(3,057,604)
Public safety	7,812,783	359,048	44,791	330,552	(7,078,392)		(7,078,392)
Public works	689,111	-	-	14,297,678	13,608,567		13,608,567
Culture, recreation and community services	1,378,399	188,714	-	1,835,357	645,672		645,672
Interest on long-term debt	252,893	-	-	-	(252,893)		(252,893)
Total governmental activities	<u>13,363,861</u>	<u>710,787</u>	<u>54,837</u>	<u>16,463,587</u>	<u>3,865,350</u>		<u>3,865,350</u>
Business-type activities:							
Water and sewer	8,490,386	9,003,959	-	1,748,837		2,262,410	2,262,410
Solid waste	1,400,471	1,715,491	-	-		315,020	315,020
Total business-type activities	<u>9,890,857</u>	<u>10,719,450</u>	<u>-</u>	<u>1,748,837</u>	<u>2,577,430</u>		<u>2,577,430</u>
Total government	<u>\$ 23,254,718</u>	<u>11,430,237</u>	<u>54,837</u>	<u>18,212,424</u>	<u>2,577,430</u>		<u>6,442,780</u>
General Revenues:							
Taxes:							
Property taxes, general					4,235,950	-	4,235,950
Property taxes, debt service					1,019,692	-	1,019,692
Property taxes, community support					125,734	-	125,734
Property taxes, in lieu					372,141	-	372,141
General sales and use taxes					2,781,120	-	2,781,120
Road and bridge privilege taxes					536,135	-	536,135
Franchise taxes					115,531	-	115,531
Grants and contributions not restricted to a special purpose					2,466,703	-	2,466,703
Unrestricted investment earnings					33,292	20,642	53,934
Miscellaneous					144,744	418,363	563,107
Total general revenues					<u>11,831,042</u>	<u>439,005</u>	<u>12,270,047</u>
Transfers					1,068,953	(1,068,953)	-
Total general revenues and transfers					<u>12,899,995</u>	<u>(629,948)</u>	<u>12,270,047</u>
Changes in net position					16,765,345	1,947,482	18,712,827
Net position - beginning					21,339,992	35,169,911	56,509,903
Net position - ending					<u>\$ 38,105,337</u>	<u>37,117,393</u>	<u>75,222,730</u>

	Major Funds				
	General Fund	Town Commons Park Project Fund	Town Center Retail Dev Complex Fund	Other Governmental Funds	Total Governmental Funds
ASSETS					
Cash	\$ 5,352,391	8,013,279	-	9,063,884	22,429,554
Receivables:					
Property tax	5,109,806	-	-	125,123	5,234,929
Sales tax	198,391	-	-	-	198,391
Franchise taxes	133,334	-	-	-	133,334
Intergovernmental	70,391	-	-	203,805	274,196
Court fines & fees	748,360	-	-	-	748,360
Due from other funds	61	-	-	-	61
Total Assets	<u>11,612,734</u>	<u>8,013,279</u>	<u>-</u>	<u>9,392,812</u>	<u>29,018,825</u>
LIABILITIES					
Claims payable	202,563	-	-	108,075	310,638
Wages payable	378,375	-	-	45,569	423,944
Retainage payable	-	-	-	27,023	27,023
Due to other funds	-	-	-	61	61
Total Liabilities	<u>580,938</u>	<u>-</u>	<u>-</u>	<u>180,728</u>	<u>761,666</u>
DEFERRED INFLOWS OF RESOURCES					
Property taxes for future reporting period	5,109,806	-	-	121,662	5,231,468
Unavailable revenue - fines	748,360	-	-	-	748,360
Total Deferred Inflows of Resources	<u>5,858,166</u>	<u>-</u>	<u>-</u>	<u>121,662</u>	<u>5,979,828</u>
FUND BALANCES					
Restricted:					
Grant/bond purposes	-	8,013,279	-	4,484,439	12,497,718
Unemployment compensation	4,851	-	-	-	4,851
Debt service	-	-	-	36,683	36,683
Committed:					
Community support	-	-	-	72,972	72,972
Assigned:					
Emergency travel fund	1,144	-	-	-	1,144
Unassigned	<u>5,167,635</u>	<u>-</u>	<u>-</u>	<u>4,496,328</u>	<u>9,663,963</u>
Total Fund Balances	<u>5,173,630</u>	<u>8,013,279</u>	<u>-</u>	<u>9,090,422</u>	<u>22,277,331</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ <u>11,612,734</u>	<u>8,013,279</u>	<u>-</u>	<u>9,392,812</u>	<u>29,018,825</u>

Total governmental funds balance**\$ 22,277,331**

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.

Governmental capital assets	\$ 42,791,782	
Less: accumulated depreciation	<u>(6,514,247)</u>	36,277,535

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

Bonds payable (including premium)	\$ (7,534,070)	
Notes payable	(1,033,532)	
Capital leases payable	(184,228)	
Compensated absences	<u>(418,912)</u>	(9,170,742)

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

Court fines receivable	<u>\$ 748,360</u>	748,360
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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		(15,057,097)
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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	\$ 2,575,822	
Deferred inflows of resources related to pensions	<u>(48,282)</u>	2,527,540

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	\$ 922,015	
Estimated claims payable	<u>(387,582)</u>	534,433

Accrued interest not due and payable in the current period expenditures and, therefore, not reported in the funds.

(32,023)

Net position of governmental activities

\$ 38,105,337

Major Funds					
	General	Town Commons Park Project Fund	Town Center Retail Dev Complex Fund	Other Governmental Funds	Total Governmental Funds
Revenues					
Property taxes	\$ 5,627,783	-	-	125,734	5,753,517
General sales and use taxes	2,781,120	-	-	802,944	3,584,064
Franchise fees	115,531	-	-	-	115,531
Licenses and permit fees	151,265	-	-	-	151,265
Intergovernmental	1,184,948	8,285,488	3,500,000	5,697,644	18,668,080
Charges for services	52,814	-	-	150,061	202,875
Fines and forfeitures	344,887	-	-	-	344,887
Investment earnings	19,229	5,256	242	7,619	32,346
Miscellaneous	33,303	-	-	50,664	83,967
Total Revenues	<u>10,310,880</u>	<u>8,290,744</u>	<u>3,500,242</u>	<u>6,834,666</u>	<u>28,936,532</u>
Expenditures					
General government	2,911,452	-	6,000	78,609	2,996,061
Public safety	6,212,556	-	-	593,662	6,806,218
Public works	315,997	-	-	15,420	331,417
Culture & recreation	779,020	-	-	483,079	1,262,099
Capital outlay	143,545	1,705,906	5,514,624	3,492,264	10,856,339
Debt service:					
Principal	174,751	-	3,500,000	575,000	4,249,751
Interest and bond issue costs	40,782	-	2,393	216,551	259,726
Total Expenditures	<u>10,578,103</u>	<u>1,705,906</u>	<u>9,023,017</u>	<u>5,454,585</u>	<u>26,761,611</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(267,223)</u>	<u>6,584,838</u>	<u>(5,522,775)</u>	<u>1,380,081</u>	<u>2,174,921</u>
Other Financing Sources (Uses)					
Proceeds from loans	39,347	-	3,500,000	-	3,539,347
Insurance proceeds	65,384	-	-	-	65,384
Transfers in	1,182,012	-	21,333	1,043,703	2,247,048
Transfers out	<u>(1,076,083)</u>	<u>-</u>	<u>-</u>	<u>(102,012)</u>	<u>(1,178,095)</u>
Total Other Financing Sources (Uses)	<u>210,660</u>	<u>-</u>	<u>3,521,333</u>	<u>941,691</u>	<u>4,673,684</u>
Net changes in fund balances	(56,563)	6,584,838	(2,001,442)	2,321,772	6,848,605
Fund balances - beginning	<u>5,230,193</u>	<u>1,428,441</u>	<u>2,001,442</u>	<u>6,768,650</u>	<u>15,428,726</u>
Fund balances - ending	\$ <u><u>5,173,630</u></u>	<u><u>8,013,279</u></u>	<u><u>-</u></u>	<u><u>9,090,422</u></u>	<u><u>22,277,331</u></u>

Net Change in Fund Balances - total governmental funds	\$ 6,848,605
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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	\$ 10,856,339	
Depreciation	<u>(732,300)</u>	10,124,039

In the Statement of Activities, only gains and losses from the sale/disposal 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 of \$45,698.	45,698
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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

Proceeds from loan	(3,500,000)
Proceeds from capital leases	(39,347)
Debt retirement	4,249,751

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.	11,695
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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.

Changes to proportionate share of pension expense	(687,234)
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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.

Accrued interest payable	3,593
Amortization of bond premium	3,240
Compensated absences	12,620

Internal service funds are used by management to charge the cost of certain activities, such as insurance costs and risk management, to individual funds.	<u>(307,315)</u>
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Change in net position of governmental activities	<u>\$ 16,765,345</u>
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	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total	Self Insurance Fund
ASSETS				
Current Assets				
Cash	\$ 3,021,545	96,840	3,118,385	673,712
Receivables:				
Customer accounts, net	1,369,704	219,082	1,588,786	-
Other receivables	319,773	-	319,773	122,895
Due from other funds	-	149,324	149,324	-
Prepaid interest and insurance	87,854	-	87,854	125,408
Total Current Assets	4,798,876	465,246	5,264,122	922,015
Noncurrent Assets				
Restricted and noncurrent cash	7,157,431	-	7,157,431	-
Capital assets				
Land and construction in progress	4,341,306	-	4,341,306	-
Other capital assets, net	38,119,846	3,694	38,123,540	-
Total Noncurrent Assets	49,618,583	3,694	49,622,277	-
Total Assets	54,417,459	468,940	54,886,399	922,015
DEFERRED OUTFLOWS OF RESOURCES				
Deferred amounts related to pensions	181,323	-	181,323	-
Total Deferred Inflows of Resources	181,323	-	181,323	-
LIABILITIES				
Current Liabilities				
Claims and wages payable	175,119	107,695	282,814	387,582
Retainage payable	37,228	-	37,228	-
Accrued interest	147,870	-	147,870	-
Due to other funds	149,324	-	149,324	-
Capital debt:				
Bonds payable	741,000	-	741,000	-
Notes payable	474,614	-	474,614	-
Capital leases payable	230,283	-	230,283	-
Non-capital debt:				
Compensated absences payable	4,127	-	4,127	-
Total Current Liabilities	1,959,565	107,695	2,067,260	387,582
Noncurrent Liabilities				
Capital debt:				
Bonds payable	10,904,000	-	10,904,000	-
Notes payable	1,672,396	-	1,672,396	-
Capital leases payable	1,438,328	-	1,438,328	-
Non-capital debt:				
Compensated absences payable	16,315	-	16,315	-
Customer deposits	887,857	-	887,857	-
Net pension liability	961,091	-	961,091	-
Total Noncurrent Liabilities	15,879,987	-	15,879,987	-
Total Liabilities	17,839,552	107,695	17,947,247	387,582
DEFERRED INFLOWS OF RESOURCES				
Deferred amounts related to pensions	3,082	-	3,082	-
Total Deferred Inflows of Resources	3,082	-	3,082	-
NET POSITION				
Net investment in capital assets	31,678,434	3,694	31,682,128	-
Restricted Net Position:				
Restricted for debt service	1,607,265	-	1,607,265	-
Unrestricted	3,470,449	357,551	3,828,000	534,433
Total Net Position	\$ 36,756,148	361,245	37,117,393	534,433

	Business-type Activities			Governmental
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Operating revenues				
Charges for services	\$ 9,003,959	1,715,491	10,719,450	-
Employee contributions	-	-	-	1,440,279
Insurance claim reimbursements	-	-	-	253,721
Miscellaneous operating revenues	418,363	-	418,363	-
Total operating revenues	<u>9,422,322</u>	<u>1,715,491</u>	<u>11,137,813</u>	<u>1,694,000</u>
Operating Expenses:				
Personnel services	601,235	-	601,235	-
Wastewater treatment	2,763,528	-	2,763,528	-
Privatization costs	2,108,266	-	2,108,266	-
Waste collection and disposal	-	1,400,471	1,400,471	-
Supplies	276,077	-	276,077	-
Maintenance and repairs	221,496	-	221,496	-
Other contractual services and charges	665,099	-	665,099	540,993
Claims and estimate changes	-	-	-	1,461,268
Depreciation	1,280,324	-	1,280,324	-
Total operating expenses	<u>7,916,025</u>	<u>1,400,471</u>	<u>9,316,496</u>	<u>2,002,261</u>
Operating income (loss)	<u>1,506,297</u>	<u>315,020</u>	<u>1,821,317</u>	<u>(308,261)</u>
Non-operating Revenues (Expenses)				
Interest and investment revenue	20,642	-	20,642	946
Interest expense and bond issue costs	(574,361)	-	(574,361)	-
Grant revenue	1,748,837	-	1,748,837	-
Transfers in	11,047	-	11,047	-
Transfers out	(780,000)	(300,000)	(1,080,000)	-
Total non-operating Revenues (Expenses)	<u>426,165</u>	<u>(300,000)</u>	<u>126,165</u>	<u>946</u>
Change in net position	1,932,462	15,020	1,947,482	(307,315)
Net position - beginning (restated)	<u>34,823,686</u>	<u>346,225</u>	<u>35,169,911</u>	<u>841,748</u>
Net position - ending	\$ <u>36,756,148</u>	<u>361,245</u>	<u>37,117,393</u>	<u>534,433</u>

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Cash Flows From Operating Activities				
Cash received from customers	\$ 8,837,514	1,616,655	10,454,169	-
Cash received for premiums	-	-	-	1,425,857
Other operating receipts	418,363	-	418,363	487,397
Cash paid to employees	(519,021)	-	(519,021)	-
Cash paid to suppliers	(276,077)	-	(276,077)	-
Cash paid to contractors	(5,827,030)	(1,292,776)	(7,119,806)	-
Cash paid for judgements and claims	-	-	-	(1,219,195)
Cash paid for administrative services	-	-	-	(576,644)
Net cash provided by (used in) operating activities	2,633,749	323,879	2,957,628	117,415
Cash Flows From Non-Capital Financing Activities				
Grant revenues	1,576,374	-	1,576,374	-
Advances from (to) other funds	(753,836)	(315,117)	(1,068,953)	-
Net cash flows provided by (used in) non-capital financing activities	822,538	(315,117)	507,421	-
Cash Flows From Capital and Related Financing Activities				
Purchase of capital assets	(2,210,460)	-	(2,210,460)	-
Repayment of debt	(1,250,176)	-	(1,250,176)	-
Interest and amortization on debt	(478,876)	-	(478,876)	-
Net cash provided by (used in) capital and related financing activities	(3,939,512)	-	(3,939,512)	-
Cash Flows From Investing Activities				
Interest received	20,642	-	20,642	946
Net cash flows provided by (used in) investing activities	20,642	-	20,642	946
Net increase (decrease) in cash	(462,583)	8,762	(453,821)	118,361
Cash - October 1	10,641,559	88,078	10,729,637	555,351
Cash - September 30	\$ 10,178,976	96,840	10,275,816	673,712

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Reconciliation of Operating Income (Loss) to Net Cash				
Provided by (Used In) Operating Activities:				
Operating income (loss)	\$ 1,506,297	315,020	1,821,317	(308,261)
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	1,280,324	-	1,280,324	-
(Increase) decrease in assets:				
Accounts receivable	(230,338)	(98,836)	(329,174)	233,676
Prepaid premiums	-	-	-	(14,422)
Customer deposits	63,893	-	63,893	-
Increase (decrease) in liabilities:				
Claims payable	(56,069)	107,695	51,626	206,422
Wages payable	(94)	-	(94)	-
Retainage payable	(12,572)	-	(12,572)	-
Compensated absences	(199)	-	(199)	-
Pension liabilities and deferrals	82,507	-	82,507	-
Net cash provided by (used in) operating activities	\$ 2,633,749	323,879	2,957,628	117,415

NOTES TO THE FINANCIAL STATEMENTS

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.

Jackson County Utility Authority

This potential component unit was established by State Code and its governing board is appointed jointly by the area governments' governing bodies. This is an independent unit that selects management staff, sets user charges, establishes budgets and controls all aspects of its daily activities. The City has been determined to be a joint venture of the participating agencies. See Note 16 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.

Note 1 - Summary of Significant Accounting Policies (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.

Note 1 - Summary of Significant Accounting Policies (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.

Town Commons Park Project Fund – This fund has been established to account for the development of the Town Commons Park with an amphitheater.

Town Center Retail Development Complex Fund – This fund has been established to account for the development of the Town Center Retail Complex.

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.

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 City 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 had an investment that included governmental bonds during the fiscal 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". 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".

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items, such as prepaid insurance, are not reported for Governmental Fund Types since the costs of such items are accounted for as expenditures in the period of acquisition.

I. Restricted Assets

Proprietary Fund assets required to be held and/or used as specified in bond indentures, bond resolutions, trustee agreements, board resolutions and donor specifications have been reported as restricted assets. When both restricted and nonrestricted assets are available for use, the policy is to use restricted assets first. Restricted Assets in the Governmental Activities represents the amounts for cash in accordance with GASB No. 62 which requires cash amounts designated for disbursement in the acquisition or construction of non-current assets designated as non-current.

Note 1 - Summary of Significant Accounting Policies (continued)

J. 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, 2022, 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
Buildings	50,000	40 years	20%
Improvements/Infrastructure	25,000	20 years	20%
Machinery & equipment	5,000	5-10 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.

K. 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.

Note 1 - Summary of Significant Accounting Policies (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.

L. 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.

M. 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.

N. 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.

Note 1 - Summary of Significant Accounting Policies (continued)

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.

O. 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.

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.

Note 1 - Summary of Significant Accounting Policies (continued)

P. 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.”

Q. 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.

R. 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.

S. 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.

Note 1 - Summary of Significant Accounting Policies (continued)

T. Reporting Changes and New Accounting Pronouncements for Future Implementation

In June 2017, the GASB issued Statement No. 87, *Leases*, was implemented during fiscal year 2022. The objective of this statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. It established a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. This guidance is intended to enhance the accountability, consistency and comparability of lease activities reported by governments.

Note 2 – Cash

A summary of cash (including restricted cash) at September 30, 2022 is as follows:

	Pooled Cash Deposits	Cash Deposits	Cash Held by Fiscal Agent	Cash on Hand	Total
Governmental Activities					
General Fund	\$ 5,036,863	\$ 313,978		\$ 1,550	\$ 5,352,391
Town Commons Park Project Fund	-	8,013,279		-	8,013,279
Other Nonmajor Governmental Funds	5,522,048	3,541,786		50	9,063,884
Total governmental funds	10,558,911	11,869,043	-	1,600	22,429,554
Self Insurance Fund	-	516,001	157,711	-	673,712
Total governmental activities	10,558,911	12,385,044	157,711	1,600	23,103,266
Business-type Activities					
Water and Sewer Funds	2,956,992	7,221,327	57	600	10,178,976
Solid Waste Fund		96,840		-	96,840
Total business-type activities	2,956,992	7,318,167	57	600	10,275,816
Total cash and cash equivalents	\$ 13,515,903	19,703,211	157,768	2,200	33,379,082

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.

Under this program, 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). Municipalities select depositories on the basis of competitive bid as allowed by Mississippi statutes.

The carrying amount of cash was \$33,376,882 with city's total deposits with financial institutions at September 30, 2022. The bank balance was \$33,580,379.

Note 2 – Cash (continued)

GASB requires that assets not readily available for use and assets that have outside restrictions on their use be presented in the noncurrent assets section of the Statement of Net Position. The City had the following restrictions and noncurrent classifications of cash as of September 30, 2022:

Governmental Activities

Cash

Restricted for capital/bond purposes	\$ 12,685,578
Restricted for unemployment compensation	4,851
Restricted for debt service	36,683
Restricted by granting agencies	<u>718,152</u>
Total governmental activities	<u>13,445,264</u>

Business-type Activities

Cash

Noncurrent cash for customer deposits	922,890
Restricted for capital/bond purposes	4,627,277
Restricted for debt service	<u>1,607,264</u>
Total business-type activities	<u>7,157,431</u>

Total restricted and noncurrent cash - government-wide	<u>\$ 20,602,695</u>
--	----------------------

Note 3 – Receivables

A. Governmental Activities

Receivables in the governmental activities at September 30, 2022, consisted of the following:

Taxes receivable:	
Property taxes	
Current	\$ 3,461
For future reporting period	<u>5,231,468</u>
Total property taxes receivable	<u>5,234,929</u>
Intergovernmental receivable:	
Sales taxes	198,391
Franchise taxes	133,334
County road taxes	26,423
State grants	<u>247,773</u>
Total intergovernmental	<u>605,921</u>
Court fines receivable	14,967,208
Less: allowance for doubtful accounts	<u>(14,218,848)</u>
Total court fines receivable, net	<u>748,360</u>
Self Insurance Fund	
Insurance rebates receivable	<u>122,895</u>
Total receivable - governmental activities	<u>\$ 6,712,105</u>

Note 3 – Receivables (Continued)

B. Business-type Activities

Receivable in the business-type activities at September 30, 2022, consisted of the following:

Intergovernmental receivable:	
Federal and state grants	319,773
Total intergovernmental	<u>319,773</u>
Customer accounts receivable:	
Customer utility charges (billed)	3,032,897
Customer accounts, earned but unbilled	647,962
Less: allowance for doubtful accounts	<u>(2,092,073)</u>
Total customer accounts receivable, net	<u>1,588,786</u>
Total receivable - business-type activities	<u>\$ 1,908,559</u>

All trade receivables are shown net of an allowance for bad debt. An allowance in the amount of \$2,092,073 at September 30, 2022. \$1,948,710 has been provided in the Water and Sewer Enterprise Fund and \$143,363 has been provided in the Solid Waste Enterprise Fund.

Note 4 – Interfund Transactions and Balances

Government-wide Financial Statements

A. Internal Balances

At September 30, 2022, the City had the following transfers:

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
Governmental Activities	Business-type Activities	<u>\$ 1,068,593</u>

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

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</u>	<u>Payable</u>	<u>Amount</u>
General Fund	Other Governmental Funds	\$ 61
Solid Waste Fund	Water & Sewer Fund	149,324
		<u>\$ 149,385</u>

Note 4 – Interfund Transactions and Balances (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	\$ 102,012
General Fund	Water & Sewer Fund	780,000
General Fund	Solid Waste Fund	300,000
Town Center Complex Fund	General Fund	21,333
Other Governmental Funds	General Fund	1,043,703
Water & Sewer Fund	General Fund	11,047
		<u>\$ 2,258,095</u>

Note 5 – Capital assets

A. Governmental Activities

The following is a summary of governmental capital assets activity for the year ended September 30, 2022:

	Balance 10/1/2021	Additions	Adjustments/ Sales	Balance 9/30/2022
Capital assets not being Depreciated:				
Land	\$ 6,228,137	5,514,624	-	11,742,761
Construction in Progress	3,327,949	4,664,255	(1,097,467)	6,894,737
Total capital assets not being depreciated	<u>9,556,086</u>	<u>10,178,879</u>	<u>(1,097,467)</u>	<u>18,637,498</u>
Capital assets being depreciated:				
Buildings & Improvements	3,147,307	-	-	3,147,307
Infrastructure	16,186,690	-	1,097,467	17,284,157
Machinery & Equipment	1,765,923	638,113	825,875	3,229,911
Equipment under Capital Leases	1,304,965	39,347	(851,403)	492,909
Total capital assets being depreciated	<u>22,404,885</u>	<u>677,460</u>	<u>1,071,939</u>	<u>24,154,284</u>
Less accumulated depreciation for:				
Buildings & improvements	748,344	62,946	-	811,290
Infrastructure	3,138,449	375,583	-	3,514,032
Machinery & Equipment	1,294,014	212,130	447,582	1,953,726
Equipment under Capital Leases	672,366	81,641	(518,808)	235,199
Total accumulated depreciation	<u>5,853,173</u>	<u>732,300</u>	<u>(71,226)</u>	<u>6,514,247</u>
Total Capital assets being depreciated, net	<u>16,551,712</u>	<u>(54,840)</u>	<u>1,143,165</u>	<u>17,640,037</u>
Total governmental activities capital assets, net	<u>\$ 26,107,798</u>	<u>10,124,039</u>	<u>45,698</u>	<u>36,277,535</u>

Note 5 – Capital assets (Continued)

Depreciation expense was charged to the following governmental functions:

General Government	\$ 62,963
Public Safety	272,506
Public Works	284,841
Culture & Recreation	111,990
	<u>\$ 732,300</u>

B. Business-type Activities

The following is a summary of business-type capital assets activity for the year ended September 30, 2022:

	Balance 10/1/2021	Additions	Adjustments/ Sales	Balance 9/30/2022
Capital assets not being Depreciated:				
Land	\$ 1,215,870	-	-	1,215,870
Construction in Progress	3,086,297	2,210,460	(2,171,321)	3,125,436
Total capital assets not being depreciated	<u>4,302,167</u>	<u>2,210,460</u>	<u>(2,171,321)</u>	<u>4,341,306</u>
Capital assets being depreciated:				
Infrastructure	48,985,280	-	2,171,321	51,156,601
Machinery & Equipment	1,751,413	-	-	1,751,413
Equipment under Capital Leases	3,224,544	-	-	3,224,544
Total capital assets being depreciated	<u>53,961,237</u>	<u>-</u>	<u>2,171,321</u>	<u>56,132,558</u>
Less accumulated depreciation for:				
Infrastructure	14,763,782	1,142,990	-	15,906,772
Machinery & Equipment	1,438,238	62,093	-	1,500,331
Equipment under Capital Leases	526,674	75,241	-	601,915
Total accumulated depreciation	<u>16,728,694</u>	<u>1,280,324</u>	<u>-</u>	<u>18,009,018</u>
Total Capital assets being depreciated, net	<u>37,232,543</u>	<u>(1,280,324)</u>	<u>2,171,321</u>	<u>38,123,540</u>
Total business-type activities capital assets, net	<u>\$ 41,534,710</u>	<u>930,136</u>	<u>-</u>	<u>42,464,846</u>

Depreciation expense was charged to the following governmental functions:

Water and Sewer Fund	\$ 1,280,324
Solid Waste Fund	-
Total depreciation - business-type activities	<u>\$ 1,280,324</u>

Note 6 – Court Fines Receivable/Deferred Inflows of Resources

Court fines receivables are recorded as deferred inflow of sources 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, 2022, were \$14,967,208, of which an allowance of \$14,218,848 has been determined as uncollectible with \$748,360 deemed collectible.

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, 2021, to January 1, 2022. 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 \$75,000.

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, 2022, the amount of this liability was \$387,582.

	Amount
Liability at beginning of year	\$ 181,160
Claims and changes of estimates	2,207,369
Claims payments	(2,000,946)
Liability at end of year	<u>\$ 387,583</u>

Note 8 – Retirement 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).

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 as of September 30, 2022, 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.

Note 8 – Retirement Plan (continued)

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

At September 30, 2022, the City reported a liability of \$15,057,097 in the governmental activities and \$961,091 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, 2022, 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, 2022, the City's proportion was .078%. For the year ended September 30, 2022, the City recognized PERS pension expense for governmental activities of \$1,573,093 and for the business-type activities of \$139,051.

At September 30, 2022, the City reported deferred outflows 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	\$ 213,198	13,608	226,806
Changes of assumptions	520,768	33,240	554,008
Net difference between projected and actual earnings on pension plan investments	790,872	50,481	841,353
Changes in proportion and differences between City contributions and proportionate share on contributions	817,861	52,204	870,065
City's contributions subsequent to the measurement date	233,123	31,790	264,913
Total deferred outflows related to pensions	<u>\$ 2,575,822</u>	<u>181,323</u>	<u>2,757,145</u>

At September 30, 2022, the City reported deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Changes in proportion and differences between City contributions and proportionate share on contributions	\$ 48,282	3,082	51,364
Total	<u>\$ 48,282</u>	<u>\$ 3,082</u>	<u>\$ 51,364</u>

Within the deferred outflows, a net amount of \$264,913 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, 2022.

Note 8 – Retirement Plan (continued)

The remaining amounts reported as deferred outflows of resources related to pensions of \$2,492,232 and deferred inflows of resources related to pensions of \$51,364 netting to \$2,440,868 will be recognized in pension expense as follows:

Year Ending September 30,	
2023	\$ 792,347
2024	688,982
2025	90,347
2026	869,192
	<u>\$ 2,440,868</u>

Actuarial assumptions

The total pension liabilities in the June 30, 2022, actuarial valuation were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 percent
Salary increases	2.65 percent to 17.90 percent, including inflation
Investment rate of return	7.55 percent, net of pension plan investment expense, including inflation

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used in the June 30, 2020, valuation were based on the results of an actuarial experience study for the four year period ending June 30, 2021. The experience report is dated April 20, 2021.

The long-term expected rate of return on the 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 the plans' 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 rate of return by the target asset allocation percentage and by adding expected inflation.

Note 8 – Retirement Plan (continued)

The 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
Domestic Equity	25.00 %	4.60 %
International Equity	20.00	4.50
Global Equity	12.00	4.80
Fixed Income	18.00	(0.25)
Real Estate	10.00	3.75
Private Equity	10.00	6.00
Private Credit	2.00	4.00
Cash Equivalents	2.00	(0.10)
Total	100.00 %	

Discount rate

The discount rate used to measure the total pension liability for PERS was 7.55 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 at the current contribution rate (17.4%). 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.

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 7.55 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 (6.55 percent) or one percentage-point higher (8.55 percent) than the current rate:

	1% Decrease (6.55%)	Current Discount Rate (7.55%)	1 % Increase (8.55%)
City's Proportionate share of PERS	\$ 20,905,371	\$ 16,018,188	\$ 11,988,954

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 City's contributions to PERS for the fiscal years ending September 30, 2022, 2021 and 2020 were \$1,018,283, \$823,651, and \$820,340, respectively, which equaled the required contributions for each year.

Note 9 – Long-term Debt

Debt outstanding at September 30, 2022 consists of the following:

Description and Purpose	Original Issue Amount	Amount Outstanding	Interest Rate	Final Maturity Date
Governmental Activities:				
A. Bonds:				
General Obligation Refunding Bonds, Series 2020	\$ 4,224,000	\$ 3,379,000	1.75%	09/30/30
Special Limited Obligation Bonds, Series 2019	4,390,000	4,095,000	3-00-4.00%	03/01/41
Total Obligation Bonds		<u>7,474,000</u>		
B. Notes Payable				
Notes Payable-MDA Cap Improv Loan	763,087	551,708	2.00%	02/01/36
Notes Payable-SMPDD Cap Improv Loan	500,000	481,824	2.75%	04/01/36
Total Notes Payable		<u>1,033,532</u>		
C. Capital Leases:				
Hancock Bank				
secured by AS400 Network, \$10,498 annually	46,760	29,143	3.98%	06/04/25
Motorola				
secured by Motorola radios, \$37,895 annually	113,038	37,680	3.81%	12/01/22
South Mississippi Planning and Development				
secured by three Police Cars, \$27,360 annually	126,201	78,058	2.75%	10/01/25
Community Bank				
secured by Ford Expedition - HIDTA, \$14,024 annually	39,347	39,347	2.20%	08/01/25
Total Capital Leases		<u>184,228</u>		
Total governmental activities		<u>8,691,760</u>		
Business-type Activities:				
A. Bonds				
Special Obligation Bonds, Series 2013	3,500,000	155,000	2.00-5.00%	07/01/23
Revenue Refunding Bonds, Series 2018	4,000,000	3,430,000	4.00-4.375%	05/01/35
Revenue Refunding Bonds, Series 2019	6,000,000	5,580,000	2.50-3.50%	07/01/33
Revenue Refunding Bonds, Series 2020	2,579,000	2,480,000	1.75%	07/01/33
Total Bonds Payable		<u>11,645,000</u>		
B. Notes Payable				
Secured by sales tax revenue				
State Revolving Fund Loan, 2006, \$7,877 monthly	1,288,485	238,595	1.75%	04/01/25
State Revolving Fund Loan, 2006, \$10,949 monthly	1,865,320	425,116	1.75%	01/01/26
State Revolving Fund Loan, 2006, \$9,666 monthly	1,760,448	721,841	2.75%	06/01/29
Drinking Water System Impr. Revolving Loan, \$9,019 monthly	1,344,987	340,050	3.56%	01/01/26
Drinking Water System Impr. Revolving Loan, \$2,150 monthly	422,610	132,517	1.95%	02/01/28
Drinking Water System Impr. Revolving Loan, \$3,766 monthly	740,239	288,891	1.95%	05/01/29
Total Notes Payable		<u>2,147,010</u>		
C. Capital Leases:				
Bancorpsouth				
secured by water meters, \$287,450 annually	3,235,000	1,668,611	3.29%	04/04/29
Total business-type activities		<u>15,460,621</u>		
Total government		<u>\$ 24,152,381</u>		

Note 9 – Long-term Debt (Continued)

A. Governmental Activities

Transactions for the year ended September 30, 2022 are summarized as follows:

	Balance 10/1/2021	Additions	Retirements	Balance 9/30/2022	Due Within one Year
General Obligation Bonds	\$ 3,804,000	-	(425,000)	3,379,000	439,000
Special Obligation Bonds	4,245,000	-	(150,000)	4,095,000	155,000
Grant Anticipation Loan	-	3,500,000	(3,500,000)	-	-
Notes payable	1,086,902	-	(53,370)	1,033,532	63,411
Capital Leases	266,262	39,347	(121,381)	184,228	86,202
Compensated Absences	431,534	-	(12,622)	418,912	39,021
	<u>9,833,698</u>	<u>3,539,347</u>	<u>(4,262,373)</u>	<u>9,110,672</u>	<u>782,634</u>
Add:					
Bond Premium	63,310	-	(3,240)	60,070	-
	<u>\$ 9,897,008</u>	<u>\$ 3,539,347</u>	<u>\$ (4,265,613)</u>	<u>\$ 9,170,742</u>	<u>\$ 782,634</u>

Bonds Payable

General Obligation Bonds

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

September 30,	Principal	Interest	Total
2023	439,000	59,133	498,133
2024	419,000	51,450	470,450
2025	423,000	44,118	467,118
2026	421,000	36,715	457,715
2027	424,000	29,347	453,347
2028-2030	1,253,000	43,767	1,296,767
	<u>\$ 3,379,000</u>	<u>264,530</u>	<u>3,643,530</u>

Special Obligation Bonds

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

September 30,	Principal	Interest	Total
2023	155,000	139,907	294,907
2024	160,000	135,182	295,182
2025	165,000	129,482	294,482
2026	170,000	122,782	292,782
2027	180,000	115,780	295,780
2028-2032	1,000,000	471,712	1,471,712
2033-2037	1,170,000	295,147	1,465,147
2038-2041	1,095,000	78,137	1,173,137
	<u>\$ 4,095,000</u>	<u>1,488,129</u>	<u>5,583,129</u>

Note 9 – Long-term Debt (Continued)

A. Governmental Activities (Continued)

Grant Anticipation Loan

In November 2021, the City received a grant anticipation loan from Community Bank in the amount of \$3,500,000. This loan was secured by the City's Mississippi Development Authority's grant of \$3,500,000 consisting of Mississippi Gulf Coast Restoration Funds awarded. This loan was received for the purchase of the Singing River Mall property. The loan was repaid in full on December 6, 2021.

Notes Payable

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

September 30,	Principal	Interest	Total
2023	63,411	24,043	87,454
2024	64,892	22,564	87,456
2025	66,404	21,049	87,453
2026	67,955	19,499	87,454
2027	69,543	17,910	87,453
2028-2032	372,899	64,366	437,265
2033-2037	328,428	18,770	347,198
	<u>\$ 1,033,532</u>	<u>188,201</u>	<u>1,221,733</u>

B. Business-type Activities

Transactions for the year ended September 30, 2022 are summarized as follows:

	Balance 10/1/2021	Additions	Retirements	Balance 9/30/2022	Due Within one Year
Revenue Refunding Bonds	\$ 11,895,000	-	(405,000)	11,490,000	586,000
Special Obligation Bonds	310,000		(155,000)	155,000	155,000
Notes Payable-Revolving Loans	2,610,655		(463,645)	2,147,010	474,614
Capital Leases	1,895,142		(226,531)	1,668,611	230,283
Compensated Absences	20,641	-	(199)	20,442	4,127
Total business-type activities	<u>\$ 16,731,438</u>	<u>-</u>	<u>(1,250,375)</u>	<u>15,481,063</u>	<u>1,450,024</u>

Revenue Refunding and Special Obligation Bonds Payable

Water & Sewer Revenue Bonds, Series 2020 – In 2021, the City issued \$2,579,000 in revenue refunding bonds. These bonds were issued to refund a portion of the Special Obligation Bonds, Series 2013. As part of these refunding, a portion of the interest payments for the Series 2013 Bonds was put into escrow. The amount remaining to be used for bond interest payments is \$87,854 and is presented on the Statement of Position as prepaid.

Note 9 – Long-term Debt (Continued)

B. Business-type Activities

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

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 741,000	333,774	1,074,774
2024	609,000	310,294	919,294
2025	626,000	291,606	917,606
2026	642,000	272,601	914,601
2027	445,000	224,406	669,406
2028-2032	2,703,000	905,265	3,608,265
2033-2037	4,168,000	555,913	4,723,913
2038-2041	1,711,000	63,393	1,774,393
	<u>\$ 11,645,000</u>	<u>2,957,252</u>	<u>14,602,252</u>

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.

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>
2023	\$ 474,614	46,522	521,136
2024	485,864	35,261	521,125
2025	457,904	23,835	481,739
2026	252,321	14,529	266,850
2027	177,140	9,842	186,982
2028-2029	299,167	7,083	306,250
	<u>\$ 2,147,010</u>	<u>137,072</u>	<u>2,284,082</u>

C. Compensated Absences

Compensated absences will be paid from the funds from which the employees' salaries were paid.

D. 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, 2022, the amount of outstanding debt was equal to 10.2% of the latest property assessments.

Note 10 – Lease Obligations

The Governmental Accounting Standards Board (GASB) Statement No. 87 - Leases has been implemented for the year ended September 30, 2022. The cumulative effect of implementing the change in accounting principle had no effect on the City's net position.

The City has obtained lease financing for the purchase of mobile equipment and other machinery. Title to the assets is held in the name of the City and the various banks as lien holder. The City insures the assets and accounts for the leasing arrangements. Amortization of leased equipment under capital assets is included with depreciation expense.

The following is a schedule of the City's capital leases as of September 30, 2022:

Issuer	Leased Equipment	Matures	Original Issue	Stated Interest Rate	Minimum Lease Payments as of 09/30/2022
Governmental Activities					
Motorolla	Motorolla Radios	December 2022	113,038	3.84%	37,680
SMPPD	3 Police Cars	October 2025	126,201	2.75%	77,616
Hancock Bank	AS 400 Computer Equipment	June 2025	46,760	3.98%	29,585
Community Bank	2022 Ford Expedition - HIDTA	August 2025	39,347	2.20%	39,347
Total Governmental Activities					<u>184,228</u>
Business-type Activities					
Cadence Bank	Water Meters	April 2029	3,235,000	3.29%	1,668,611
Total Business-type Activities					<u>\$ 1,668,611</u>

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2022:

Classes of Property	Governmental Activities	Business-type Activities
Governmental activities:		
Police radios	\$ 163,038	-
Police vehicles	283,111	-
Computer equipment	46,760	-
Water meter project	-	3,224,544
Less: accumulated depreciation	(235,199)	(601,915)
Total equipment under capital leases	<u>\$ 257,710</u>	<u>2,622,629</u>

The following is a schedule by years of the total payments due as of September 30, 2022:

September 30,	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2023	\$ 86,202	3,475	89,677	230,283	57,166	287,449
2024	49,611	2,288	51,899	237,975	49,475	287,450
2025	48,415	1,164	49,579	245,924	41,526	287,450
2026	-	-	-	254,138	33,312	287,450
2027	-	-	-	262,626	24,824	287,450
2028-2029	-	-	-	437,665	23,039	460,704
	<u>\$ 184,228</u>	<u>6,927</u>	<u>191,155</u>	<u>1,668,611</u>	<u>229,342</u>	<u>1,897,953</u>

Note 11 – Net Investment in Capital Assets

Governmental Activities:

Net investment in capital assets:

Capital Assets

Nondepreciable capital assets	\$ 18,637,498
Other capital assets	24,154,284
Less: accumulated depreciation	(6,514,247)

Less: outstanding balances of borrowings for capital asset acquisition:

Bonds related to capital improvements	(7,474,000)
Notes related to capital improvements	(1,033,532)
Capital leases	(183,786)

Less: material capital improvements accounts payable at year end (114,888)

Add: outstanding restricted cash for capital improvements 12,612,606

Total Net Investment in Capital Assets - Governmental Activities \$ 40,083,935

Business-type Activities

Water and Sewer Fund

Net investment in capital assets:

Capital Assets

Nondepreciable capital assets	\$ 4,341,306
Other capital assets	56,095,606
Less: accumulated depreciation	(17,975,760)

Less: outstanding balances of borrowings for capital asset acquisition:

Revenue refunding bonds related to capital improvements	(11,490,000)
Special obligation bonds related to capital improvements	(155,000)
Revolving loans	(2,147,010)
Capital leases	(1,668,611)

Add: prepaid attributable to capital asset acquisition

Prepaid bond interest 87,854

Less: material capital improvements accounts payable at year end (37,228)

Add: outstanding restricted cash for capital improvements 4,627,277

Net investment in capital assets - Water and Sewer Fund 31,678,434

Solid Waste Fund

Net investment in capital assets:

Other capital assets	36,952
Less: accumulated depreciation	(33,258)

Net investment in capital assets - Solid Waste Fund 3,694

Total Net Investment in Capital Assets - Business-type Activities \$ 31,682,128

Note 12 – 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.

Note 12 – Property and Sales Tax Revenue (Continued)

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, 2022 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 \$2,781,120.

Note 13 – 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 City (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 2022 was \$23,116, for calendar year 2021 was \$16,201 and for calendar year 2020 was \$15,809.

Note 14 – Commitments and Contingencies

A. Risk Management

Claims and Judgments - The City is exposed to various risks of loss related to torts; theft, 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.

Note 14 – Commitments and Contingencies (Continued)

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 – The City renewed a 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 \$175,689/month for the year ended September 30, 2022. 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, 2022 the City paid a total of \$2,108,266 to Clearwater Solutions, LLC under this contract.

Contract for Operations of Solid Waste Collections – The City renewed a contract with Delta Sanitation of MS, LLC for the operations of solid waste collections. The fee under the contract is approximately \$116,705/month for the year ended September 30, 2022. This amount includes commercial and residential garbage collection. During the fiscal year ended September 30, 2022 the City paid a total of \$1,400,471 to Delta Sanitation of MS, LLC under this contract.

Note 15 – Jointly Governed Organizations

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 \$125,282 to the Library for the year ended September 30, 2022.

Note 16 – Joint Ventures

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 \$2,763,528 for the year.

Note 16 – Joint Ventures (continued)

The following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2022:

CONDENSED STATEMENT OF NET POSITION

<u>ASSETS</u>	
Current assets	\$ 4,456,311
Restricted assets	6,402,162
Capital assets, net	159,475,250
Total assets	<u>170,333,723</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>	<u>2,481,831</u>
<u>LIABILITIES</u>	
Current liabilities	6,199,285
Long-term liabilities	74,980,441
Total liabilities	<u>81,179,726</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>	<u>-</u>
<u>NET POSITION</u>	<u>\$ 91,635,828</u>

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

Operating revenue	\$ 19,814,417
Operating expenses	(23,674,527)
Nonoperating revenues	145,662
Nonoperating expenditures	(1,651,343)
Change in net position	<u>\$ (5,365,791)</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 2022 financial statements is 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.

Note 17– 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 September 5, 2023, (the date the financial statements were available to be issued) that there are no subsequent events that require disclosure in the notes to the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original	Final
				to Final	to Actual
Revenues:					
Property taxes	5,621,835	5,621,835	5,650,646	-	28,811
General sales and use tax	2,475,000	2,625,000	2,808,170	150,000	183,170
Fines and forfeitures	400,000	400,000	309,461	-	(90,539)
Licenses and permits	109,000	109,000	124,132	-	15,132
Intergovernmental	1,527,732	1,449,632	1,201,748	(78,100)	(247,884)
Franchise fees	132,000	118,000	118,924	(14,000)	924
Investment earnings	10,000	10,000	18,327	-	8,327
Miscellaneous	132,600	180,900	251,911	48,300	71,011
Total Revenues	10,408,167	10,514,367	10,483,319	106,200	(31,048)
Expenditures:					
General government:					
Personnel services	1,731,583	1,713,233	1,706,247	18,350	6,986
Supplies	76,800	84,060	49,885	(7,260)	34,175
Other services and charges	1,356,380	1,358,323	1,132,843	(1,943)	225,480
Capital outlay	5,200	20,357	18,145	(15,157)	2,212
Total general government	3,169,963	3,175,973	2,907,120	(6,010)	268,853
Public safety:					
Personnel services	5,861,009	5,858,559	5,591,780	2,450	266,779
Supplies	339,912	381,912	412,918	(42,000)	(31,006)
Other services and charges	365,950	387,100	136,515	(21,150)	250,585
Capital outlay	161,000	166,067	154,909	(5,067)	11,158
Total public safety	6,727,871	6,793,638	6,296,122	(65,767)	497,516
Public works:					
Personnel services	278,374	229,374	220,337	49,000	9,037
Supplies	126,000	131,000	48,309	(5,000)	82,691
Other services and charges	269,200	271,200	211,613	(2,000)	59,587
Capital outlay	85,500	100,500	47,101	(15,000)	53,399
Total public works	759,074	732,074	527,360	27,000	204,714
Culture and recreation					
Personnel services	587,947	512,947	500,266	75,000	12,681
Supplies	119,000	149,500	117,303	(30,500)	32,197
Other services and charges	99,250	113,700	97,013	(14,450)	16,687
Capital outlay	34,746	73,969	65,606	(39,223)	8,363
Total culture and recreation	840,943	850,116	780,188	(9,173)	69,928
Debt service	215,537	215,537	215,533	-	4
Total Expenditures	11,713,388	11,767,338	10,726,323	(53,950)	1,041,015
Excess (Deficiency) of Revenues					
Over Expenditures	(1,305,221)	(1,252,971)	(243,004)	52,250	1,009,967

	Budgeted Amounts		Actual Budgetary Basis	Variances	
				Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Other Financing Sources (Uses):					
Proceeds from leases	40,000	40,000	39,347	-	653
Transfers In	1,182,012	1,182,012	1,182,013	-	(1)
Transfers Out	<u>(809,552)</u>	<u>(1,009,135)</u>	<u>(1,008,855)</u>	<u>(199,583)</u>	<u>280</u>
Total Other Financing Sources (Uses)	<u>412,460</u>	<u>212,877</u>	<u>212,505</u>	<u>(199,583)</u>	<u>932</u>
Net Change in Fund Balance - Budget	<u><u>(892,761)</u></u>	<u><u>(1,040,094)</u></u>	<u>(30,499)</u>	<u><u>(147,333)</u></u>	<u><u>1,010,899</u></u>
Net Change in fund balance - Budget-Cash Basis			\$ (30,499)		
Revenues and Sources per Cash-basis Budget		11,704,679			
Accural adjustments		<u>(107,056)</u>	(107,056)		
Revenues and Sources per Fund Financial Statements		<u>11,597,623</u>			
Expenditures and Uses per Cash-basis Budget		11,735,178			
Accural adjustments		<u>(80,992)</u>	<u>80,992</u>		
Expenditures and Uses per Fund Financial Statement		<u>11,654,186</u>			
Net Change in fund balance - Fund Financials			\$ (56,563)		

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 Mayor submits to the Board of Alderman 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.

	2022	2021	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.078%	0.071%	0.071%	0.072%	0.070%	0.070%	0.067%	0.067%
City's proportionate share of the net pension liability (asset)	\$ 16,018,188	10,565,649	13,751,937	12,666,221	11,643,082	11,636,376	11,967,873	10,356,879
City's covered payroll	\$ 5,357,397	4,695,299	4,730,149	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	298.99%	225.03%	290.73%	250.88%	257.78%	258.46%	280.33%	246.65%
Plan fiduciary net position as a percentage of the total pension liability	59.93%	70.44%	58.97%	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.

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 1,018,283	823,651	820,340	756,838	722,163	713,359	681,575	658,899
Contributions in relation to the contractually required contribution	<u>1,018,283</u>	<u>823,651</u>	<u>820,340</u>	<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>
City's covered payroll	\$ 5,852,201	4,733,626	4,714,598	4,683,397	4,585,162	4,529,263	4,327,460	4,183,486
Contributions as a percentage of covered payroll	17.40%	17.40%	17.40%	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.

Pension Schedules

A. Changes in assumptions

➤ 2021

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
 - For females, 84% of female rates up to age 72, 100% for ages above 76.
 - Projection scale MP-2021 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:
 - For males, 134% of male rates at all ages.
 - For females, 121% of female rates at all ages.
 - Projection scale MP-2021 will be used to project future improvements in life expectancy generationally.
- The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:
 - For males, 97% of male rates at all ages.
 - For females, 110% of female rates at all ages.
 - Projection scale MP-2021 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 2.75% to 2.40%.
- The wage inflation assumption was reduced from 3.00% to 2.65%.
- The investment rate of return assumption was changed from 7.75% to 7.55%.
- The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
- The percentage of active member deaths assumed to be in in the line of duty was decrease from 6% to 4%.

➤ 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%.

B. Changes in benefit provisions

None in the past three years.

C. 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, 2021 valuation for the June 30, 2022 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	27.7 years
Asset valuation method	5-year smoothed market
Price inflation	2.75 percent
Salary increase	3.00 percent to 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

SUPPLEMENTAL INFORMATION

Federal Grantor/ Passed-through Grantor/ Program Title or Cluster	Federal CFDA Number	Grant No. / Pass-Through Number	Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Interior				
Passed through MS Department of Marine Resources				
GOMESA Act	15.435	3000030940	193,705	-
Boater Access Grant	15.602	F21AF00274	4,800	-
Total U.S. Department of Interior			<u>198,505</u>	<u>-</u>
U.S. Department of Justice				
Passed through Mississippi Department of Public Safety				
HIDTA	16.592	G20GC003A	7,540	-
HIDTA	16.592	G21GC003A	8,069	-
FBI Safe Street	16.592	19GCP540Z	17,962	-
Equitable Sharing Program	16.922	MS0300600	6,019	-
Total U.S. Department of Justice			<u>39,590</u>	<u>-</u>
US Department of Transportation				
Passed through MS Dept of Transportation				
Martin Bluff Road Improvements	20.205	105069-801000	993,865	-
Martin Bluff Road Sidewalk Study	20.205	108009-701000	189,145	-
Total U.S. Department of Transportation			<u>1,183,010</u>	<u>-</u>
US Department of The Treasury				
Passed through MS Development Authority				
Restore Act	21.015	20-00013	1,348,204	-
Passed through MS Dept of Finance and Administration				
American Rescue Plan Act	21.027	SLRF2621	1,470,548	-
Total U.S. Department of The Treasury			<u>2,818,752</u>	<u>-</u>
U.S. Department of Homeland Security				
Passed through MS Emergency Management Agency				
Disaster Grants - Public Assistance - H. Zeta	97.036	FEMA-4576-DR	169,458	-
Disaster Grants - Public Assistance - H. Ida	97.036	FEMA-4626-DR	1,103	-
Disaster Grants - Public Assistance - COVID 19	97.036	FEMA-4528-DR	66,116	-
Total U.S. Department of Homeland Security			<u>236,677</u>	<u>-</u>
Total Expenditures of Federal Awards			\$ <u>4,476,534</u>	<u>-</u>

Note 1 – General

This schedule includes the federal award activity of the City of Gautier, Mississippi under programs of the federal government of the year ended September 30, 2022. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents on a selected portion of the operations of the City, it is not intended to and does not present the financial position, or changes in net assets of the City.

Note 2 – Basis of Accounting

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the modified-accrual basis of accounting. Differences between the granting-agency basis of accounting and the basis of accounting used by the City in preparing its financial fund statements may occur.

Note 3 – Federal Loans

The City has the following federal loans outstanding as of September 30, 2022:

Program Title	CFDA Number	Current Year Expenditures	Unpaid Loan Balance	Original Loan Amount
Environmental Protection Agency Passed-through the Mississippi Department of Environmental Quality				
DWI-H280114-02	66.458	-	132,517	422,610
DWI-H280114-01-02	66.458	-	288,891	740,239
SRF-C280879-02-2	66.458	-	721,841	1,760,448
SRF-C280879-01-3	66.458	-	238,595	1,288,485
DWI-H280092-01-3	66.458	-	340,050	1,344,987
SRF-C280754-01-3	66.458	-	425,116	1,865,320
Total federal loans		\$ -	\$ 2,147,010	\$ 7,422,089

Note 4 – Indirect Cost Rate

The City has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 5 – Subrecipients.

No awards were passed through to subrecipients.

Position	Amount
Mayor	\$ 100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
City Manager	50,000
City Clerk/Comptroller	50,000
Asst Comptroller	50,000
Executive Asst	50,000
Acctg/Personnel Clerk	50,000
Acctg/Personnel Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Purchasing Clerk	50,000
Court Clerk	50,000
Deputy Court Clerk	50,000
Deputy Court Clerk	50,000
Records Clerk	50,000
Police	25,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Park Attendant	50,000
Park Attendant	50,000
Park Attendant	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000

SPECIAL REPORTS

WRIGHT, WARD, HATTEN & GUEL

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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 of
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, each major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi (the "City") as and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated September 5, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City'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 opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City'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.

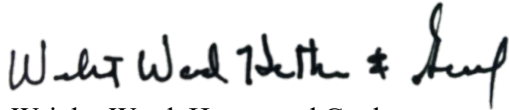
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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'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 organization'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 organization'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, appearing to read "Wright Ward Hatten & Guel".

Wright, Ward, Hatten and Guel
September 5, 2023

WRIGHT, WARD, HATTEN & GUEL

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and
City Council of
City of Gautier, Mississippi

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Gautier, Mississippi's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Gautier, Mississippi's major federal programs for the year ended September 30, 2022. City of Gautier, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Gautier, Mississippi complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Gautier, Mississippi and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Gautier, Mississippi's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City of Gautier, Mississippi's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Gautier, Mississippi's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*,

and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Gautier, Mississippi's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Gautier, Mississippi's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Gautier, Mississippi's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Gautier, Mississippi's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

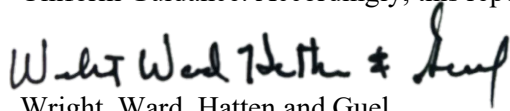
A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not

identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Wright Ward Hatten & Guel".

Wright, Ward, Hatten and Guel
September 5, 2023

WRIGHT, WARD, HATTEN & GUEL

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LIMITED INTERNAL CONTROL AND COMPLIANCE REVIEW MANAGEMENT REPORT

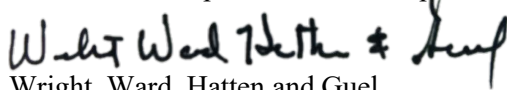
Honorable Mayor and
City Council of
City of Gautier, Mississippi

In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2022, we considered the City'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 September 05, 2023, 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 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 and Guel
September 5, 2023

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements:

- | | | |
|----|--|------------|
| 1. | Type of auditor's report issued on the financial statements: | |
| | Governmental activities | Unmodified |
| | Business-type activities | Unmodified |
| | General and other major funds | Unmodified |
| | Aggregate remaining fund information | Unmodified |
| 2. | Internal control over financial reporting: | |
| | a. Material weaknesses identified? | No |
| | b. Significant deficiencies identified?
be material weaknesses? | No |
| 3. | Noncompliance material to the financial statements noted? | No |

Federal Awards:

- | | | | | | | | | | | |
|-----------------------|---|-----------------------|---|--|-----------------------------|--------|-------------|--------|--------------------------|--|
| 4. | Type of auditor's report issued on compliance for major programs: | Unmodified | | | | | | | | |
| 5. | Internal control over major programs: | | | | | | | | | |
| | a. Material weaknesses identified? | No | | | | | | | | |
| | b. Significant deficiencies identified? | None Reported | | | | | | | | |
| 6. | Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | None | | | | | | | | |
| 7. | Federal programs identified as major: | | | | | | | | | |
| | <table border="0"> <tr> <td><u>CFDA Number(s)</u></td> <td><u>Name of Federal Program or Cluster</u></td> </tr> <tr> <td></td> <td>U.S. Department of Treasury</td> </tr> <tr> <td>21.015</td> <td>Restore Act</td> </tr> <tr> <td>21.027</td> <td>American Rescue Plan Act</td> </tr> </table> | <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster</u> | | U.S. Department of Treasury | 21.015 | Restore Act | 21.027 | American Rescue Plan Act | |
| <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster</u> | | | | | | | | | |
| | U.S. Department of Treasury | | | | | | | | | |
| 21.015 | Restore Act | | | | | | | | | |
| 21.027 | American Rescue Plan Act | | | | | | | | | |
| 8. | Dollar threshold used to distinguish between type A and type B programs: | \$ 750,000 | | | | | | | | |
| 9. | Auditee qualified as low-risk auditee? | No | | | | | | | | |
| 10. | Prior fiscal year audit finding(s) and questioned costs relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings in accordance with 2 CFR 200.516(b)? | No | | | | | | | | |

SECTION 2 – FINANCIAL STATEMENT FINDINGS

There were no financial statement findings noted during the fiscal year ended September 30, 2022.

SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no federal award findings noted during the fiscal year ended September 30, 2022.

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:

September 19, 2023

Title:

Resolution approving Final Budget Amendments for FY 2023

Introduced by:

Contact Person/Telephone

Teresa Montgomery

Summary Explanation: Resolution approving Final Budget Amendments for FY 2023.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

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

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

BE IT RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Final Year End Budget Amendments for FY 2023 are hereby approved.

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

This resolution shall take effect and be in full force on September 19, 2023.

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

AYES:

NAYS:

ABSENT:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2023.

FY 2023
FINAL BUDGET AMENDMENTS

GENERAL FUND: FUND 001		Budget	Amendment	New Budget
EXPENDITURES				
CITY MANAGER				
Other Services & Charges		199,300.00	(27,000.00)	172,300.00
CITY ATTORNEY				
Other Services & Charges		160,000.00	10,000.00	170,000.00
FIRE				
Other Services & Charges		154,800.00	17,000.00	171,800.00
RECREATION				
Personnel Services		541,849.00	(5,000.00)	536,849.00
Supplies		177,597.00	5,000.00	182,597.00
			0.00	
Adjust departmental expenditures for potential overages.				
FUND 003: ARPA FEDERAL FUNDS SLFR22621		Budget	Amendment	New Budget
EXPENDITURES				
Negative Economic Impact: Personnel		1,505,608.00	500.00	1,506,108.00
Unappropriated (Restricted)		57,739.25	(500.00)	57,239.25
			0.00	
Adjust for EOY payroll changes.				
FUND 157: US JUSTICE EQUITABLE SHARING		Budget	Amendment	New Budget
REVENUES				
Assets Forfeited		0.00	8,939.72	8,939.72
EXPENDITURES				
Capital Outlay		80,762.65	8,939.72	89,702.37
Budget FY 2023 revenue received.				
FUND 172: LIBRARY SUPPORT FUND		Budget	Amendment	New Budget
REVENUES				
Amount to be raised by tax levy		126,031.00	3,568.65	129,599.65
EXPENDITURES				
Other Services & Charges		126,031.00	3,568.65	129,599.65
Adjust for FY 2022 EOY Tax Sale collections received in FY 2023				
FUND 176: SHEPARD STATE PARK		Budget	Amendment	New Budget
EXPENDITURES				
Personnel		85,115.00	(2,000.00)	83,115.00
Other Services & Charges		77,550.00	2,000.00	79,550.00
			0.00	
Adjust expenditures for possible overages.				
FUND 304: TOWN COMMONS PARK PROJECT		Budget	Amendment	New Budget
REVENUES				
State Funding Allocations (HB 1353)		2,674,888.01	1,000,000.00	3,674,888.01
EXPENDITURES				
Capital Outlay		8,051,187.72	1,000,000.00	9,051,187.72
Budget funding received for Inclusion Playground at Town Commons.				

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Approve FY 2024 Commercial Insurance Renewals

Introduced by:
Contact Person/Telephone

Teresa L Montgomery

Summary Explanation: Approve renewal of commercial insurance policies through HUB International for property, casualty and liability insurance coverage for FY 2024.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

Second Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, HUB International continues to serve as the city's "Broker of Record" in regard to Property and Casualty Insurance; and

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

WHEREAS, renewal premiums including broker's fees for all expiring property including utility infrastructure, casualty and liability insurance are \$532,759.43 (an increase of \$102,692.50 from FY 2023); and

WHEREAS, the city will carry coverage for the following: Commercial Buildings/Equipment including Water Treatment Plant and 9 Municipal Wells, Commercial General Liability, Auto Liability and Physical Damage, Law Enforcement Liability, Public Officials Liability, Employee Crime, Employment Practices Liability, Boat, and Employee Accident & Sickness for Reserves and Volunteers;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the renewal of the Property, Casualty and Liability Insurance policies for FY 2024, as presented, is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Teresa L Montgomery, Comptroller
Date: 09/15/23
Subject: Commercial Insurance Renewal FY 2024

REQUEST:

Approve renewal of property, casualty, and general liability insurance policies for FY 2024.

BACKGROUND:

HUB International currently acts as the city's "Broker of Record" handling all Commercial Property and Liability Insurance. HUB has negotiated renewals with providers and presented the best renewal rates and coverages to the City Manager for approval. HUB receives a broker fee of \$22,000.00 to provide this service.

DISCUSSION:

Total premiums of property, casualty and general liability insurance and broker's fees for FY 2024 will be \$532,759.43 for all renewals. This is a total increase of \$102,693 over the FY 2023 renewals. Property & Equipment insurance increased \$71,572 due to an increase in property values and the current market. The cost to insure the infrastructure/wells increased approximately \$16,790 due to the addition of the new well and the current market.

Travelers will remain our primary liability carrier with an overall premium increase of \$14,331. Their quote of \$208,758 is still \$35,641 less than Trident's renewal quote for FY 2023. Data compromise and cyber liability coverage will be quoted at a later date.

Coverages provided by this renewal are:

Commercial Property: Buildings and Equipment
Utility Infrastructure Property Damage
Inland Marine (Boat)
Commercial General Liability
Business Auto Liability and Physical Damage
Crime: Includes Employee, Computer, and Identity Fraud
Public Officials Liability
Employment Practices Liability
Law Enforcement Liability
Employee Accident & Sickness for Reserves and Volunteers

RECOMMENDATION:

It is recommended the Gautier City Council approve the FY 2024 renewals as quoted in the attached premium summary.

ATTACHMENT:

Premium Summary FY 2024

Premium Summary

Description Of Coverage	Expiring	Renewal
Property & Equipment	\$155,410.69	\$226,981.75
Property (Infrastructure/Wells)	\$58,229.24	\$71,179.68
Inland Marine (Boat)	\$ 2,650.00	\$2,705.00
General Liability	\$29,060.00	\$32,191.00
Business Auto	\$76,451.00	\$81,310.00
Crime	\$1,337.00	\$1,407.00
Public Officials Liability	\$8,793.00	\$9,511.00
Employment Practices Liability	\$18,839.00	\$23,370.00
Law Enforcement Liability	\$ 55,873.00	\$56,840.00
Accident Insurance	\$1,424.00	\$1,424.00
Agency Fee	\$22,000.00	\$22,000.00
Equipment Breakdown- Wells & Infrastructure	Included in Property	\$3,840
Agency Fee to Total Premium Percentage	5.12%	4.12%
Total Estimated Annual Premium*	\$430,066.93	\$532,759.43

*All quoted premiums are annual estimates and may change due to year end audits or mid-term policy changes.

**Carrier may apply a short-rate penalty should you request a policy be cancelled mid-term.

Property TIV Expiring: \$14,352,215 Renewal TIV: \$14,734,149

Added City Hall Well valued at \$900,000. Increased Wells SOV from \$6,150,000 to \$7,050,000

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

Council Meeting:
Title:

September 19, 2023
Approval to enter into a negotiated contract with an
Operation, Maintenance and Management of the
Department of Public Works Provider

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Approval to enter into a negotiated contract with an Operation, Maintenance and Management of the Department of Public Works Provider.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, pursuant to Miss. Code Ann. Section 31-7-13(r), the City of Gautier publicly issued a request for proposals for Operation, Maintenance and Management of the Department of Public Works; and

WHEREAS, the City received responses from Clearwater Solutions and H2O Innovation and

WHEREAS, the City Council selected H2O Innovation to negotiate with as the most qualified proposal on the basis of price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to certain inquiries, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors; and

WHEREAS, the City Council authorized the City Manager to negotiate with H2O Innovation in an effort to prepare a contract for these services; and

WHEREAS, the City Manager has negotiated a contract with H2O Innovation; and

WHEREAS, on the basis of price, financial responsibility, technology, legal responsibilities, experience, background, qualifications, answers to certain inquiries, compliance and acceptance of the terms contained in the request for proposals, and other relevant factors, the City Council hereby finds that entering an operation, maintenance and management of the Department of Public Works contract with _H2O Innovation is in the best interest of the City;

BE IT THEREFORE ORDERED by the Mayor and Council Members that the operation, maintenance and management of the Department of Public Works contract is awarded to _H2O Innovation

IT IS FURTHER ORDERED that the attached contract is approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 19, 2023.

**PROFESSIONAL SERVICES CONTRACT
FOR THE OPERATIONS AND MAINTENANCE OF
THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE
SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GAUTIER**

THIS PROFESSIONAL CONTRACT ("**Contract**") is entered into by and between the CITY OF GAUTIER MISSISSIPPI ("**City**" or "**Owner**") and H2O Innovation ("**SERVICE PROVIDER**") on the day and date(s) hereinafter signed and executed for the purposes and according to the conditions hereinafter specified.

WITNESSETH THAT:

WHEREAS, the City of Gautier, Mississippi, is a Municipal Corporation and body politic organized and existing according to the laws of the State of Mississippi, governed according to the Council/Manager Form of Government where the overall goals and budget for the city are set by the council, but the day-to-day City operations are handled by the city manager.

WHEREAS, SERVICE PROVIDER, is a corporation organized and existing according to the laws of the State of SERVICE PROVIDER, and legally and officially authorized to do business in the State of Mississippi; and

WHEREAS, the City owns, controls, and performs maintenance and repairs of its water, sewer, streets, and drainage systems ("**System**") within the City, and the operations and maintenance of the System is under the charge of the Public Works Director who oversees the contract with the actual work on the System performed by a private contractor, and

WHEREAS, SERVICE PROVIDER is a corporation that performs professional utility services for Government Agencies; and desires to contract to furnish and provide professional services to operate and maintain the City's Water, Sewer, Streets, and Drainage Systems, and the City desires for SERVICE PROVIDER to provide said services under this Contract; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, obligations and benefits between the parties as herein set forth, and the promise by the City to pay for the professional services to be performed as herein set forth, and by SERVICE PROVIDER to furnish and provide professional services to operate and maintain the System for the City as herein provided, Owner and SERVICE PROVIDER hereby covenant and agree to the following terms and conditions, to-wit:

ARTICLE I. CONTRACT DOCUMENTS

Section 1.01 **“Contract”** means this Professional Services Contract, including all appendices and all terms included in the related Request for Proposals, attached as Appendix “A”.

ARTICLE II. -EQUIPMENT, VEHICLES AND FACILITIES

Section 2.01 **Vehicles, Equipment, and Tools Owned by SERVICE PROVIDER.** Any vehicles, equipment and tools acquired by SERVICE PROVIDER at its own expense and used for work on the System under this Contract and stored on the facility grounds that are necessary to perform the Contract, shall be owned by SERVICE PROVIDER during the life of the Contract. City shall have no responsibility for maintenance, repairs, or insurance coverage of such equipment. City shall not be responsible for capital expenditures for any property owned by SERVICE PROVIDER. SERVICE PROVIDER shall provide personal protection equipment for individual use, including but not limited to hardhats, boots, raingear, uniform expenses (including laundry service for uniforms and City’s Director of Public Works shall approve uniforms), safety vests, ear plugs, sunscreen and medical supplies, and the like. SERVICE PROVIDER shall provide all traffic control devices including, but not limited to barrels, cones, signage, and barricades. It is acknowledged by SERVICE PROVIDER that SERVICE PROVIDER shall provide at its own expense all radios, cell phones, office supplies, and the like, in connection with the carrying out of its duties and obligations and to perform under this Contract. SERVICE PROVIDER shall have normal access to and can utilize as part of its performance under this Contract the software programs owned or licensed by the City associated with the provision of professional services to the City hereunder. SERVICE PROVIDER shall assign all of its employee e-mail addresses that can be readily utilized by City in connection with communications, work, and services under this Contract. The CITY shall provide all equipment and vehicles, except the Project Manager vehicle and any vehicles personnel of SERVICE PROVIDER take home. The CITY shall have the option to request SERVICE PROVIDER provide equipment under this contract if needed; however, should the CITY so request, the contract sum shall be adjusted accordingly by mutual agreement of the parties. Should the CITY request the provision of any equipment by SERVICE PROVIDER, a list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City and an updated list will be provided annually. The initial list shall be attached hereto as Appendix “B”. Exhibit “B” shall be updated annually. Should the CITY so desire or

request SERVICE PROVIDER provide equipment, in whole or in part, at the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line-item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof. SERVICE PROVIDER shall not sell, transfer or dispose of any equipment or vehicles provided on the initial or amended list without prior written consent from the City.

Section 2.03 Provision of Facilities for Service Provider Offices. As part of this Contract and the consideration herein, City shall provide SERVICE PROVIDER as its contract agent use of existing offices, office furniture, warehouse and yard space within the present Public Works facilities and premises, as reasonably required for SERVICE PROVIDER to execute its duties and provide services to the City under this Contract. Such use shall be specifically limited for that required or permitted under the Contract and for City's benefit only. The facilities provided to SERVICE PROVIDER according to this section are annexed hereto. The City shall retain such facilities and/or the partial use of facilities, furnishings and office equipment located at 3305 Gautier Vancleave Road behind the City Utility Building.

Section 2.04 Restriction on Use of City Property. All equipment, vehicles and facilities belonging to City and allowed to be used by SERVICE PROVIDER, if any, under this Contract shall be possessed and used by SERVICE PROVIDER exclusively and solely in the work of the System under the scope of this Contract, and for no other work or use by SERVICE PROVIDER or its employees outside of the work provided under this Contract. No third party, or other contractor shall be allowed by SERVICE PROVIDER or Owner to use the equipment, tools and facilities provided to SERVICE PROVIDER under this Contract. No City owned vehicles or equipment allowed to be used by SERVICE PROVIDER under this Contract shall be used for personal use and shall not be used as a means of transportation by employees of the SERVICE PROVIDER to and from their personal residence, and shall not be taken outside of the boundaries of the City of Gautier.

Section 2.05 Signage. All vehicles and equipment provided by SERVICE PROVIDER TO PERFORM UNDER THIS CONTRACT shall be marked with Service Provider labels and shall bear such identification as may be required by State law and shall be tagged in the City of Gautier, Jackson County, Mississippi. Said equipment to be provided by SERVICE PROVIDER shall only be used within the City of Gautier. Any City Equipment owned by the City shall be marked with City labels and bear City of Gautier inventory labels. Equipment provided by SERVICE PROVIDER may be shifted during a disaster with the City's written consent.

ARTICLE II. -SCOPE OF SERVICE PROVIDER'S SERVICES

Section 3.01 General Purpose. SERVICE PROVIDER shall provide professional utility management, operational and maintenance services to operate and maintain the "System" as

defined herein. SERVICE PROVIDER shall provide the labor, supervision and professional expertise required to provide such services in a good and workmanlike manner according to normal and customary industry standards and City's Benchmarks for performance and quality standards as herein stated. Management shall possess the skills, knowledge, education, and experience necessary to manage the functions and organization of the size of Gautier. The contractor will be expected to provide such services in a professional manner in accordance with normal and customary industry standards. SERVICE PROVIDER shall continuously find ways to improve efficiency as the environment changes, i.e., laws, regulations, city ordinances, software, customer demands, new technology, etc. SERVICE PROVIDER shall maintain hiring practices and provide the training necessary to ensure that the workforce is sufficiently trained. Those positions identified as Key & Essential shall be subject to approval by City Manager.

Section 3.02 Water and Sewer Operations and Maintenance. SERVICE PROVIDER shall maintain the City's water and sewer system in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Gautier standards and in accordance with performance standards herein set forth. Water and sewer system operations and maintenance shall include, but not be limited to the following:

- A. Within the design limits of the City's water supply and distribution system, manage, operate, and maintain the system such that water discharged from the Project meets requirements specified by State and Federal regulatory agencies. This service shall include providing Project staff that will meet SERVICE PROVIDER certification requirements of the State of Mississippi. System includes pressure reducing valves, water treatment plants, elevated water storage tanks, and water wells.
- B. Within the design limitations of the City's wastewater collection system, manage, operate, and maintain the system such that the Project meets current requirements as presently specified by State and Federal regulatory agencies. This service shall include providing Project staff that will meet SERVICE PROVIDER certification requirements of the State of Mississippi.
- C. Operate a computerized maintenance management software system (Tyler) for the Owner. This system shall be employed to document all maintenance activities. SERVICE PROVIDER shall provide a monthly well production report with run times. Owner shall have the right to inspect these records at any time.
- D. Develop an Emergency Response Plan in addition to the plan adopted by the City and Department of Public Works for use by the Project staff in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. to be approved by City Public Works Director and City Manager.
- E. Perform other contract operations services as directed by the Owner as may arise or be required in conjunction with the professional services contracted hereunder.

- F. Provide for water sample collection by SERVICE PROVIDER's staff consistent with current system needs and State and Federal requirements. This shall include ensuring the water samples are properly taken, preserved, and transported to the appropriate State testing laboratory as is currently being performed to ensure the safety of the potable water supply of the City.
- G. Provide staff response for emergency repair of the utility system, as required. This shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- H. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- I. Employ monitoring and testing measures designed to assure compliance by the City of Gautier with Federal and State regulations and requirements under the *Safe Drinking Water Act 42 U. S. C. § 6901*, et seq. as amended, and City of Gautier Ordinances adopted to comply therewith *Consumer Confidence Reports* on the quality of drinking water for distribution by City to customers according to requirements of Federal and State law and the U. S. Environmental Protection Agency (EPA), The Mississippi Department of Environmental Quality (DEQ), State Health Department, or other Government Agency; *Mississippi Safe Drinking Water Law, § 41-26-1*, et seq. as amended; and the inspection and monitoring for intrusion of grease in sanitary sewer systems and other State Laws controlling public water and sewer operations
- J. Assist and advise the City of Gautier in its Management, Operation and Maintenance Program, including provisions for record keeping, for the purpose of Gautier's Sanitary Sewer Collection System and Water Distribution System. This shall include completing a Global Positioning System survey for each new water meter, water valve, fire hydrant, sewer manhole, sewer pipe, water pipe, water well, water tank, sewer pump station, or pressure reducing valve that is installed or replaced that is currently not on the City's GIS maps or is incorrectly reflected on the GIS Maps. This survey shall be coordinated with the Gautier City Engineer under contract.
- K. Operate a computerized inventory management system (Storeroom) to track materials and equipment used for this Contract. The City of Gautier shall conduct an inventory inspection semi-annually. This inventory shall be minimally ninety-nine percent (99%) accurate. The SERVICE PROVIDER shall reimburse the City of Gautier for any missing equipment or materials annually by September 30 each year during the term of the Contract below the ninety- nine percent (99%) accuracy level.
- L. Within staff and equipment capabilities provided for under this Contract, SERVICE PROVIDER shall perform water and sewer improvements to the

existing system, including, without limitation, replacing existing water and sewer pipes, installing or replacing sewer lift stations, installing new water and sewer systems, as coordinated by the Director of Public Works and SERVICE PROVIDER.

- M. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's water and sewer systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- N. Pavement restoration associated with maintenance and operation of the Water and Sewer systems, which shall be completed prior to acceptance of any work and the service request/work order being considered complete and which shall minimally be completed in accordance with the City's Ordinances, design standards, and Standard Operating Procedures, The pavement restoration should be to the satisfaction of the Public Works Director and City Manager.
- O. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing Systems, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the Systems upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

Section 3.03 Benchmark Performance Standards for Water System Services and Maintenance.

- A. **Water Requests for Services.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received requiring work to be performed for water system maintenance, repairs, or improvements under Section 3.02 above. The Criteria for Benchmark Standards for water system services requested are specified in Appendix "C" annexed hereto as a material part of this Contract.
- B. **Routine Water System Maintenance.** SERVICE PROVIDER shall comply with "benchmark" performance standards for quality, production and response time, in the systematic routine maintenance and repairs of water system components required under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "D", annexed hereto as a material part hereof.

Section 3.04 Benchmark Performance Standards for Sewer System Services and Maintenance.

- A. **Sewer System Service Requests.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received requiring work to be performed for sewer system maintenance, repairs, or improvements under Section 3.02 above. The Criteria for Benchmark Standards for sanitary sewer system collection services are specified on Appendix "E" annexed hereto as a material part of this Contract.
- B. **Routine Sewer System Maintenance and Repairs.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the sanitary sewer collection system under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified in Appendix "F" annexed hereto as a material part of this Contract.
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.05 **Street Maintenance.** SERVICE PROVIDER shall maintain the City's streets and alleys, which are open for public use, in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Gautier standards and in accordance with performance standards herein set forth as well as any applicable or governing legal standards, regulations, or requirements. Street maintenance shall include the following:

- A. Repair of potholes and cut pavement with such to be in accordance with benchmark standards for performance and quality and work seen by SERVICE PROVIDER as needed or necessary to avert, avoid, or ameliorate a dangerous condition must be completed immediately upon notice or discovery of the same.
- B. Repair street cave-ins and restore street to City standards and benchmark quality and performance standards; pipe repairs shall include replacing pipe.
- C. Repair and/or replace drainage boxes.
- D. Repair or replace driveways and culverts where driveways are damaged due to street drainage, sewer or waterline repairs performed by or for the City.
- E. Street sweeping according to City standards shall be based upon a systematic scheduling approach for all main thoroughfares including but not limited to Gautier Vancleave Road, Highway 90, Old Spanish Trail. Other

areas in the City to be swept as needed per the Public Works Director or City Manager.

- F. Roadway repairs as needed. Place fill in any ruts/holes in City ROW by filling holes/ruts with gravel, limestone, or other pre-approved materials.
- G. Prepare streets and roadways for re-paving, and oversee re-paving by paving contractor as necessary where designated by the City for paving or surfacing by a private contractor;
- H. Perform sidewalk repairs, maintenance, and replacement.
- I. Removal and disposal of brush and debris in a solid waste disposal site provided by City, including large discarded home items, or debris that is normally removed by City and not serviced by City's solid waste disposal contract and is located within the City Right of Way.
- J. Prompt street cleanup of trash within 24 hours from parades or special events (a listing of annual parades and special events that have been previously held in Gautier is provided as Appendix "L" to the Contract); however, it is acknowledged this listing is not exhaustive and that City will provide SERVICE PROVIDER with as much advance notice of such events as possible;
- K. Regular litter and trash pickup and cleaning of medians and shoulders in areas of highways and thoroughfares and any other areas the Public Works Director or City Manager deem necessary.
- L. Mow, trimming of grass, and weed eating according to a systematic schedule approved by City all easement and right-of-way grounds (shoulders and medians) and exclusive of parks and other areas maintained by the City's Parks and Recreation Department. Should the SERVICE PROVIDER receive advance approval from the City, SERVICE PROVIDER may utilize a herbicide program to reduce machine mowing, with such a program to comply with any applicable or governing federal, state, and local laws, regulations, and standards.
- M. Trim tree branches and cut down trees or other natural vegetation accessible in City rights-of-way, streets, or easements, which constitute a traffic hazard, public safety hazard, or which are dead, unsightly, or otherwise constitute or found to be dangerous conditions. City of Gautier tree ordinances shall be followed, where applicable.
- N. Operate a computerized maintenance management software system (Tyler) for the Owner. This system shall be employed to document all

maintenance activities for the streets and drainage system. Owner shall have the right to inspect these records at any time.

- O. Provide staff response for emergency repair of the streets and drainage system, as required. This response shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability of staff for emergency call-out throughout the term of this agreement.
- P. Perform other contract operations services as directed by the Owner and as may arise or be required in conjunction with the professional services contracted hereunder.
- Q. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- R. Perform streets and drainage improvements to existing system, including, but not limited to, replacing existing storm drainage pipes, installing, or replacing catch basins/junction boxes, and drainage systems as directed by the Director of Public Works and City Manager. SERVICE PROVIDER shall coordinate as needed with City's contractors performing special improvements projects.
- S. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's streets and drainage systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- T. Weed trimming and sidewalk cleaning according to City standards and based upon a systematic scheduling approach.
- U. With respect to wintery weather or in anticipation of such conditions, the SERVICE PROVIDER shall place sand or salt on bridges or other needed areas according to the direction of the Director of Public Works.
- V. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing system, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the system upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

Section 3.06 Benchmark Performance Standards for Street Maintenance and Repair Services.

- A. **Street Requests for Services.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and response time, where requests for services are received requiring work to be performed for "street maintenance" under Section 3.05 above. The Criteria for Benchmark Performance Standards for services requested are specified on Appendix "G" annexed hereto as a material part of this contract.
- B. **Routine Street Maintenance and Repairs.** SERVICE PROVIDER shall comply with the "benchmark" performance standards for quality, production and response time in the systematic routine maintenance and repairs required to be performed for "street maintenance" under Section 3.05 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "H" annexed hereto as a material part of this Contract. Additionally, a Street Sweeping Plan shall be submitted by SERVICE PROVIDER with its response and said plan shall be attached hereto as Appendix "N".
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.07 Drainage Services. Ditches and water courses, pipes and culverts making up the City's drainage system shall be identified and maintained by SERVICE PROVIDER in a professional and reasonably expedient manner according to benchmark standards for performance and quality and pursuant to and in accordance with all applicable or governing standards, regulations, and requirements of the U. S. Army Corps of Engineers, Mississippi Department of Environmental Quality, Mississippi Department of Marine Resources, as well as other applicable or governing legal standards, regulations, or requirements. Drainage services performed by SERVICE PROVIDER shall include, but not be limited to, the following:

- A. Vegetation growth, brush, debris, and other obstructions interfering with drainage flow in ditches and system drainage water courses shall be removed and disposed of in accordance with benchmark standards for performance. However, if such removal seen by SERVICE PROVIDER is needed or necessary to avert, avoid, or ameliorate a dangerous condition it must be completed by SERVICE PROVIDER immediately upon notice or discovery

of the same;

- B. Systematic schedule for drainage maintenance shall be developed and followed to ensure all systems are regularly maintained.
- C. Apparent damage to ditch linings shall be reworked and maintained as reasonably possible to reduce erosion and slope instability. Placement of materials on slopes may be required. Where non-budgeted improvements are needed, SERVICE PROVIDER shall make recommendations to City for planned improvements;
- D. Debris interfering with drainage through culverts, or in the areas of street drains and gutters shall be removed and disposed of in a proper manner according to City's benchmark standards for performance and quality, however when removal is needed or necessary to avert, avoid, or ameliorate a dangerous condition it must be completed by SERVICE PROVIDER immediately upon notice or discovery of the same;
- E. SERVICE PROVIDER will observe and inform City of apparent damages or defects in system culverts requiring capital expenditures to avert a safety hazard or major blockage of the City's drainage system, and shall recommend a prioritized list of such expenditures for City's planned expenditures;
- F. Subsurface drainage pipes shall be cleaned to remove obstructions interfering with the flow. TV inspections to be performed as needed.
- G. Where visible, drainage pipes will be observed for existing or potential failures, cave-ins, or defects. The City shall be notified of any such apparent conditions that may constitute a safety hazard or may materially affect the City's drainage system. SERVICE PROVIDER shall make recommendations to correct such problems.
- H. SERVICE PROVIDER shall perform streets and drainage improvements to the existing system including the replacing of existing storm drainage pipes, installing or replacing catch basins/junction boxes, and drainage systems as directed by the Director of Public Works OR City Manager. SERVICE PROVIDER shall coordinate as needed with City's contractors performing special improvement projects.
- I. SERVICE PROVIDER shall comply and assist the City in complying with current EPA requirements in the operation, maintenance, and improvement of the Streets and Drainage System.
- J. With the exception of work that would otherwise require the

encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing system, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the system upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

- K. Perform other contract operations services as directed by the Owner and as may arise or be required in conjunction with the professional services contracted hereunder.
- L. Make recommendations as deemed needed to the Director of Public Works or City Manager for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's systems, and/or to assure compliance with Federal, State and local laws and regulations.

Section 3.08 Benchmark Performance Standards for Drainage Services.

- A. **Drainage Service Requests.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received that require work to be performed for Drainage Services under Section 3.07 above. The Criteria for Benchmark Performance Standards for drainage service requests are specified on Appendix "I" annexed hereto as a material part of this Contract.
- B. **Routine Drainage Maintenance and Repairs.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the drainage system (i.e., ditch and pipe cleaning) to be performed for Drainage Services under Section 3.07 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified in Appendix "J" annexed hereto as a material part of this Contract. Additionally, a Ditch Maintenance Plan shall be submitted by SERVICE PROVIDER with its response and said plan shall be attached hereto as Appendix "M".
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.09 Call Center services to be performed by the City shall include the following:

- A. City shall operate a Call Center which calls shall be answered, and service requests created in Tyler Technologies work order software system or similar software system. Majority of calls for general assistance shall be initially taken by the City's Call Center. However, the SERVICE PROVIDER shall be required to answer all calls as well as to timely address and respond thereto.

ARTICLE IV. -GENERAL OBLIGATIONS OF SERVICE PROVIDER

In performing the services herein required of SERVICE PROVIDER, it is covenanted and agreed, as follows:

Section 4.01 Staff and Employees.

- A. SERVICE PROVIDER shall hire, train, employ and supervise sufficient employees and management personnel to operate and manage the project and perform the services required under this Contract. It is agreed, however, that the employee staff, shall include, but not be limited to personnel identified in Appendix "K", with necessary qualification and training to perform the standards of work required for each said employee position. An organizational chart, a list of said Key and Essential positions, educational requirements, minimum rates of pay, and detailed job descriptions for the streets, drainage, sewer and water maintenance portions of the Contract is annexed hereto as Appendix "K" and made a part hereof. The City Public Works Director and City Manager shall approve Key and Essential personnel as listed. All employees shall be full time and performing work for the City of Gautier under this Contract completing business related to Gautier Public Works. The project manager is subject to approval of the City Manager. The City Manager, at his/her sole discretion may require SERVICE PROVIDER to replace key personnel during the life of the contract in the event of dissatisfaction with SERVICE PROVIDER'S key personnel.
- B. SERVICE PROVIDER shall maintain the total number of positions as defined in Appendix "K". In the event a position becomes vacant, the SERVICE PROVIDER shall fill that position within thirty (30) working days of the previous termination for non-Key and non-essential positions, and sixty (60) working days for Key and Essential positions. SERVICE PROVIDER shall supply Owner records of personnel status to substantiate staffing. SERVICE PROVIDER shall reimburse the City of Gautier at the minimum rate listed in Appendix "K" plus 50% per work day for each unfilled position once the allowable working days after termination have expired. The City shall deduct this amount from the monthly retainage and final pay application.
- C. SERVICE PROVIDER shall assume sole responsibility for cost of labor and benefits of all employees required to operate the System. Said employees shall continue to be employees of SERVICE PROVIDER and not the City.
- D. Perform work planning and scheduling for the staff, including documentation of the completion of those work tasks. Monthly reports of progress shall be provided to the owner monthly.

- E. Develop an Emergency Response Plan for use by the Project Staff approved by the City of Gautier. This plan shall address Homeland Security, Mississippi Department of Environmental Quality and Mississippi Department of Health requirements including, but not limited to oil spills, sewer spills and water outages.
- F. Provide training, education and staff development as needed to maintain employees qualified and able to perform the work required by Section 3.02, Section 3.05, Section 3.07, Section 3.09, Section 3.10, and Section 3.11 above in a good, courteous, and workmanlike manner. This training will include, but is not limited to orientation, safety, continuing education, and monthly training. SERVICE PROVIDER is responsible for computer training for all programs currently used by the City's Public Works Department, including, but not limited to, Microsoft Office Suite, project planning software, Internet Tyler Technologies, and Mission Control Systems (SCADA). SERVICE PROVIDER's staff shall be NIMS trained as needed.
- G. Each employee assigned to a position shall be required to demonstrate to SERVICE PROVIDER the ability and knowledge necessary to perform the job function successfully. The certification practices shall be subject to review and satisfaction of the Director of Public Works and the City Manager. City has the right to revoke the ability for an employee of the SERVICE PROVIDER to continue in a position if unreasonable instances of rework occur or for other good cause, as determined by the City.
- H. SERVICE PROVIDER shall obtain and keep current any and all business, professional and/or privilege licenses required by Federal, State or Local law or regulation to perform the services to be provided to City under this Contract. SERVICE PROVIDER's staff shall possess all required licenses including but not limited to driver's license, herbicide license, etc. to perform the work under this contract.
- I. SERVICE PROVIDER shall implement and adhere to a random drug / alcohol screening program that all employees are subject to and is consistent with state and federal law. Blind results of test results shall be forwarded to the City Public Works Director. This program shall include policies for disciplinary action, including dismissal for failure of drug / alcohol tests. To the extent permitted by law, SERVICE PROVIDER's drug / alcohol screening program shall also minimally include pre-employment tests, random drug / alcohol screening, and post-accident testing, including, but not limited to, accidents involving use of vehicles and equipment.
- J. SERVICE PROVIDER shall perform background checks for each employee prior to hiring.
- K. SERVICE PROVIDER shall perform all maintenance and repair on all equipment, vehicles, and tools provided by SERVICE PROVIDER or owned by City and used by SERVICE PROVIDER.
- L. Nothing contained in this contract shall limit or excuse the SERVICE

PROVIDER's responsibility and liability related to its employee's qualifications for and performance of duties assigned under this contract.

Section 4.02 Expense and Cost of Service Obligation of SERVICE PROVIDER.

SERVICE PROVIDER is responsible for all equipment provided by or used by SERVICE PROVIDER. OWNER is only responsible for materials. No materials purchased by City for City use shall be used (on credit system or otherwise) by SERVICE PROVIDER except on City of Gautier projects.

Section 4.03 Other Obligations and Services by SERVICE PROVIDER.

- A. During any project rehabilitation phase, SERVICE PROVIDER shall comply with all regulatory requirements. Upon completion of any system rehabilitation, the SERVICE PROVIDER's liability under this clause shall continue.
- B. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- C. On a continuing basis, as a service under this Contract, SERVICE PROVIDER shall provide professional management assistance if requested by City to reduce the cost of operations and maintenance of the water and sewer system for Owner throughout the term of this Contract.
- D. SERVICE PROVIDER shall establish a system for response to "service call" repair needs and complaints in a reasonable and timely manner in conformity to the "benchmark standards" of this Contract so as to prioritize repairs according to apparent severity of the problem and the number of incidences requiring attention.
- E. SERVICE PROVIDER shall work with Public Works Director and City Manager to warn the public promptly of known dangerous conditions. This shall include, but not be limited to signage and door hangers. Media Communication (TV, radio, and newspaper) notifications will come from the OWNER; however, SERVICE PROVIDER shall timely provide all correct information regarding the known dangerous condition.
- F. Work Orders tracking labor, materials, and equipment usage must be completed with 100% accuracy for all requests and daily routine work. It is recognized by the parties that this tracking of work orders is essential in disaster events. Therefore, no exceptions are allowed without approval by the City's Director of Public Works with reason or cause given for failure to track these areas.

- G. Operate a computerized inventory management system to track materials and equipment (indoor, outdoor and storage yard) used for this Contract. The City of Gautier shall conduct an inventory inspection semi-annually. This inventory shall minimally be ninety-nine percent (99%) accurate. The SERVICE PROVIDER shall reimburse the City of Gautier for any missing equipment or materials annually by September 30 each year during the term of the Contract below the ninety-nine percent (99%) accuracy level.

Section 4.04 Right of Entry, Easement Requirements. SERVICE PROVIDER shall not perform any service under this Contract on private property, without documentary proof of easement, right-of-entry, or title ownership in favor of City or SERVICE PROVIDER. SERVICE PROVIDER shall not enter private property without proper authorization and authorized or permitted by law. The SERVICE PROVIDER shall be entitled to rely at City's risk on the City's reasonable representation of rights of access, egress, easement or ownership of ditches, watercourses, drainage easements, streets, and roadways, and rights-of-entry.

ARTICLE V. - GENERAL OBLIGATIONS OF OWNER

The parties hereto covenant and agree to the following covenants, conditions and owner's obligations under this Contract, to-wit:

Section 5.01 Provision for Facilities, Vehicles and Equipment. As part of this Contract and the consideration herein, City shall provide for SERVICE PROVIDER's use of offices, office furniture, as provided and conditioned in Article II above, or elsewhere in this Contract only. All other items are the responsibility of the SERVICE PROVIDER. SERVICE PROVIDER shall provide the following:

- A. Perform and fund both the preventive and corrective maintenance repair including ordinary wear and tear (except for funding of repairs of damages caused by SERVICE PROVIDER, due to negligence or damage other than ordinary wear and tear to vehicles and equipment) for any and all City vehicles and equipment used by SERVICE PROVIDER under this Contract. "Ordinary wear and tear" shall include the normal and reasonable abrasions and deterioration of appearance, parts, and operational capabilities due to equipment age and operations performed in accordance with the manual associated with such vehicles and equipment.
- B. SERVICE PROVIDER shall perform and fund preventive and corrective maintenance repair, including ordinary wear and tear and replacement, if necessary, for any and all vehicles and equipment of SERVICE PROVIDER provided under this Contract.
- C. Provide Jackson County auto tags and inspection certificates that may be required for all SERVICE PROVIDER vehicles and equipment.

Section 5.02 Licenses, Easements, and Warranties. City shall maintain all easements, warranties, licenses, permits or other types of authorization that it has or shall require for the project. The duty is on the SERVICE PROVIDER to ensure these are in place prior to commencement of work.

Section 5.03 Taxes, Permit Fees, Etc. City shall pay all franchise, property, or other taxes and/or permit or license fees required by any governmental agency or by any regulation for system work under this Contract. City shall not be required to pay any tax on income earned by SERVICE PROVIDER as a result of this project, or any franchise fees of SERVICE PROVIDER, and City shall not pay any professional licensing fee or professional association dues for SERVICE PROVIDER or any of its staff or employees. City shall not waive any professional fees normally charged by City for individuals or SERVICE PROVIDER employees to perform their trade because of this Contract.

Section 5.04 Budgeted Costs Retained by City. City shall continue to pay for financial and budget items not assumed by SERVICE PROVIDER under this Contract required for operations and management of the Systems. Obligations of City include utilities and local telephone service (SERVICE PROVIDER shall pay all long distance charges), building materials, repair parts, limestone, asphalt, gravel, concrete/cement, sewer or water pipe materials, meters and related supplies, and operating supplies for the system. All other items not listed above are the sole responsibility of the SERVICE PROVIDER to pay.

ARTICLE VI. - COMPENSATION BY CITY TO SERVICE PROVIDER

Section 6.01 Annual Base Fee. The base fee to be paid by City to SERVICE PROVIDER is agreed hereby to provide for the administration and compensation according to the intent of this Contract. In accordance with this Contract, the Owner shall pay the SERVICE PROVIDER as base fee per year of the term of this Contract, as follows:

Total Base Fee Per Year (Prorated if Necessary)	\$2,714,716.00
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The base fee includes but is not limited to cost of labor, benefits, vehicles, equipment, tools, office supplies, fuel, gas, Lyme, chemicals such as chlorine or others that are necessary for water treatment plants.

Except for emergency calls, SERVICE PROVIDER's holiday schedule shall be limited to the same holidays approved by the Governing Authority of City.

The first year for which the prorated annual base fee shall apply begins on the "**commencement date**" of the Contract and expires on September 30 of that fiscal year, and each succeeding year of the Contract for purposes of annual base fee shall cover the twelve-month period occurring from October 1 to September 30.

Section 6.02 Escalation or Adjustment of Annual Base fee.

- A. **Escalation.** There shall be no escalation or adjustment in the annual base fee for the term of this contract; however, the City in its sole discretion may approve a maximum of 2 percent increase in the base contract (excluding fuel, maintenance, and equipment, if any) in years

three, four or five.

B. Adjustment of Base Fee for Change of Scope of Services. In the event that a change in scope of services is initiated by the Owner, Owner and SERVICE PROVIDER will negotiate and provide by written amendment hereto a commensurate adjustment, if necessitated, in the annual base fee to be paid during the remainder of the term of this Contract to cover increased labor costs, or to deduct costs where the scope of services may be decreased.

C. Changes Decreasing the Scope of Contract. Where budget amendments are adopted to decrease the scope of services under this Contract, the Contract shall be amended, and compensation adjusted for a decrease in staffing as is appropriate.

Section 6.03 Monthly Payment of Annual Base Fee. One-Twelfth (1/12th) of the annual base fee ("**monthly payment**") for the then current year shall be due and payable in arrears, subject to an invoice for payment, and submitted to the City's Director of Public Works, or designated representative on the last day of the month for each month that services are to be provided, less monthly retention amounts for quality and performance assurance as required by this Contract and less, if any, the personnel deficiency and/or equipment damage adjustments. The application for payment, if legal and accurate, will be paid on the claims docket approved at the second meeting of the following month.

Section 6.04 Change in Work.

A. Changes Within Scope of Contract, Owner may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and SERVICE PROVIDER shall expeditiously perform the changes as directed.

B. Changes Increasing Scope of Contract. Any change in the work that results in an increase in the utility workforce shall correspondingly increase the costs as provided in this Article. Water and Sewer System modifications and expansions, which result in a recognized need and resulting Owner approved increase in staffing; or increases in staffing to respond to new State and federal regulations constitute a change in the work and a "change of scope of services." Streets and Drainage System modifications and expansions due to annexation of adjoining areas by the City which result in a recognized need and resulting Owner approved increase in staffing constitute a change in the work.

Section 6.05 Retained Compensation to Assure Achievement of Quality, Response and Production Standards.

A. Purpose of Retention of Compensation. The purpose for City's retention of compensation is to assure that SERVICE PROVIDER has

achievement and incentive standards for performance in the areas of customer satisfaction, quality of work, production and timely response, and systematic routine maintenance, and that the City has applicable benchmarks to measure contract performance.

- B. **Retention of Compensation.** From the Monthly Base Fee one twelfth (1/12) of the annual retention amount to be paid by City to SERVICE PROVIDER under this Contract, City shall retain a total of five percent (5%), by retention from each monthly compensation fee payment. Said retention from monthly payments shall commence with the monthly base fee payment due for the first month of the annual period of this contract beginning on November 13, 2023 (commencement date). Retention from monthly base fee payments shall continue in the same amount each month during the remainder of the Term of this Contract. Penalties assessed as set forth in C-G of this article shall be at the sole discretion of the City, as recommended by the City Manager, and decision of the City, as recommended by the City Manager shall be final.
- C. **Penalty for Failure to Timely/Properly Complete Service Requests/Required Work.** In the event SERVICE PROVIDER does not complete a service request according to benchmark quality and time standards in its entirety or in accordance with requirements/standards set out, referenced, or adopted in this Contract, including, but not limited to, documentation, restoration and clean up, the City shall deduct \$200 per instance and \$25 per day thereafter, as approved by the City's Director of Public Works. In addition, in the event SERVICE PROVIDER does not complete the the work in any ongoing schedule as required with the allowed three (3) Day Grace period the City shall deduct \$1,000 per instance and \$500 per day thereafter, as approved by the City's Director of Public Works and City Manager.
- D. **Penalty for Not Responding to "After Hours" Calls.** In the event SERVICE PROVIDER does not respond by either telephone or site visit within one (1) hour to Customer requesting service, the City shall deduct \$200 per instance, and \$50 per hour thereafter, as approved by the City's Director of Public Works and City Manager.
- E. **Penalty for Negligent / Deficient After-Hours Priorities.** In the event that after hours emergency events which endanger the public, including, but not limited to sewer main breakage, sewer force main breakage, water main breaks larger than 1.5", street cave-ins or major storm drain blockage, are not responded to and repaired immediately, the City shall deduct \$200 per instance, as approved by the City's Director of Public Works and City Manager.

- F. **Penalty for Failure to Meet Construction Specifications.** In the event SERVICE PROVIDER does not comply with construction plans and specifications for work related to this Contract, or SERVICE PROVIDER fails to properly perform routine work related to this contract including, but not limited to installing pipe at incorrect grade, failure to compact fill or poor concrete workmanship, the City shall deduct a minimum of \$200 per instance plus the SERVICE PROVIDER shall pay all costs of rework, or cost of itemized rework, as approved by the City's Director of Public Works and the City Manager.
- G. **Penalty for Failure to Comply with City of Gautier Policies.** In the event SERVICE PROVIDER does not comply with policies related to this Contract as stated by the City of Gautier, the City shall deduct \$200 per instance, as approved by the City's Director of Public Works and City Manager.
- H. **Disposition of Annual Retention Amount.**
- 1) **Annual Review Authority of Retention.** The City Comptroller and the Public Works Director within ninety (90) days of the end of the fiscal year will measure performance relative to benchmarks for the purpose of determining disposition of the retained funds. A report of the performance shall be completed by Public Works Director within twenty (20) days of the end of the fiscal year for the SERVICE PROVIDER.
- (a) Response Time/Production Time. Using the table of benchmarks for the problem corrected and the time parameters set out in this Contract, a City of Gautier inspector will determine by random inspection or otherwise if service requests were completed as indicated in the work order system within the benchmark time allocated for the problem. Response and production time shall be determined as specified on attached appendices.
- (b) Quality of Work. Using the City of Gautier benchmarks, the Public Works Director or other designated employee will determine by random inspection or otherwise if service requests were completed according to City quality standards.
- (c) Routine Maintenance. The measurement for these services shall be determined by the City for each routine maintenance item according to the benchmarks established in the attached appendices or within the parameters otherwise stated herein.
- 2) **Annual Performance.**
- (a) Annual Report. Upon completion of the annual report referenced in Article V 5.01 the report shall be presented to the City Manager and the SERVICE PROVIDER. The disposition of the retained base fees during the annual period of the report referenced in 6.05 H 1 shall be the retainage less all penalties assessed.

- (b) Payment of Retained Fees. The disposition of the retained base fees during the annual period of the report referenced in 6.05 H 1 shall be the retainage less all penalties assessed.

Mitigation of Deductions for Performance Deficiencies.

- (c) Force Majeure. Delays caused by rain or severe weather conditions, or other events beyond the control of the SERVICE PROVIDER, including but not limited to, supply shortages and not typically found to exist at such time in the "relevant area" that directly cause the SERVICE PROVIDER not to meet response time or production benchmarks / parameters shall not be included in measuring performance, or shall be adjusted to account for such uncontrollable delays. For purposes of this Paragraph, "relevant area" is defined to be the City of Gautier, Mississippi. In order to avail itself of this Paragraph, SERVICE PROVIDER must substantially demonstrate that there was a causal connection between the deficiencies in performance and the subject event(s) or condition(s) and that they had taken all reasonable steps to avoid the operation of this Paragraph.

ARTICLE VII. - REIMBURSEMENTS BY OWNER TO SERVICE PROVIDER

Section 7.01 Emergency Purchases and Expenditures. Repair parts, or emergency expenditures may be purchased on an "emergency basis" by SERVICE PROVIDER if needed to protect the health and well-being of the public. SERVICE PROVIDER shall notify the City for approval of such emergency expenditure prior to incurring the same, and if said prior notice is not possible, notice of the purchase or expenditure shall be given to the City as early as possible thereafter and in advance of the next regular or special City Council meeting. Emergency Expenditures shall be invoiced to City by Vendor and paid on the next regular claims docket. An appropriate justification of emergency expenses will be provided to the City. SERVICE PROVIDER shall cooperate and coordinate with City in addressing the emergency expense item with itemized costs thereof, and justification to the Governing Authority of the City as necessary to comply with State Purchasing Laws pertaining to emergency expenditures.

ARTICLE VIII. - TERM AND RENEWALS / EXTENSIONS

Section 8.01 Initial Term; Extended Terms. The initial term of this Contract ("**Initial Term**") shall commence on November 13,2023 ("**Commencement Date**") and shall expire (unless sooner terminated as herein provided or permitted by law) on September 30,2028. Unless the Contract has been previously terminated or canceled or either party has provided proper written notice to the other of their intention not to renew (or extend) this Contract at least 180 days prior to the expiration of any term (the "Initial Term" or an "Extended Term") The parties may extend the contract by mutual consent of the parties in one-year increments up to five (5) additional years without

advertising for proposals, as long as rate adjustments remain consistent with the existing contract and the total term of the contract does not exceed ten (10) years per [Miss. Code Ann. § 17-17-5](#).

Section 8.02 Cessation of City's Obligation As a Matter of Law. The Governing Authority of the City elected for a term of office beginning in July 2025 and in July 2029 may act to renegotiate or cease funding of this Contract with or without cause at any time after officially commencing to serve its term of office, or otherwise void this agreement. Unless and until official action, if any, to renegotiate, terminate, or void this Contract is taken by the newly elected Governing Authority, and reasonable notice is given by City to SERVICE PROVIDER thereof, said Contract shall remain in full force and effect until expiration of the applicable Term as provided herein.

ARTICLE IX. - INDEMNITY. LIABILITY AND INSURANCE

Section 9.01 SERVICE PROVIDER's Liability and Indemnity.

SERVICE PROVIDER agrees to protect, indemnify, defend and hold harmless the City and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating in any way, directly or indirectly, out of this Contract or the performance thereof. SERVICE PROVIDER shall not invoke City's ownership of property involved as a defense against claims of acts or omissions by SERVICE PROVIDER's employees of vehicles or equipment provided by City to SERVICE PROVIDER under this Contract. All indemnity of City by SERVICE PROVIDER under this Article shall include City employees, officials, agents and representatives. It is understood that if SERVICE PROVIDER has custody and control of vehicles and equipment owned or leased or rented by City, SERVICE PROVIDER shall be solely responsible and fully indemnify City when said vehicles and equipment are in operation or custody of SERVICE PROVIDER or its agents, employees, or officers or those on behalf of the SERVICE PROVIDER. Further, if SERVICE PROVIDER has custody and possession of Owners' vehicles and equipment it shall be only for purpose of performing municipal services pertaining to operations and maintenance of City's systems under this Contract.

Section 9.02 SERVICE PROVIDER's Liability for Fines and Penalties.

SERVICE PROVIDER shall be responsible for, and indemnifies and agrees to hold harmless the Owner, its employees, officials, agents and representatives from liability or claims of liability of any kind, fines, penalties or assessments incurred for failure to perform responsibly by SERVICE PROVIDER under the terms of this Agreement, or violations of any governmental or agency regulations on the part of the SERVICE PROVIDER, SERVICE PROVIDER's employees, agents, officers or representatives, required of SERVICE PROVIDER to be performed under this Contract.

Section 9.03 Insurance by SERVICE PROVIDER. SERVICE PROVIDER agrees to

procure and maintain, at its sole cost and expense, during the term of this Contract, insurance of the types and minimal amounts, as follows:

- A. **Worker's Compensation.** At all times during the term of this Contract, SERVICE PROVIDER shall keep worker's compensation insurance in effect in full compliance with all applicable State and Federal laws and regulations, with waiver of subrogation against City or its insurers.
- B. **Employer's Liability Insurance.** At all times during the term of this Contract, SERVICE PROVIDER shall keep employer's liability insurance in effect in minimum amounts of \$1,000,000.00 per individual claim covering injury or death to any employee of SERVICE PROVIDER **which may be outside the scope of liability under the Worker's Compensation Act**, and shall insure against losses due to employee dishonesty, forgery, and alteration with minimum limits of liability of \$100,000.
- C. **General Liability Insurance.** At all times during the term of this Contract, SERVICE PROVIDER shall keep commercial general liability insurance and general liability insurance for operation of all vehicles and equipment used in the course of business under this Contract covering third party liability in an amount of not less than \$2,000,000.00 combined single limits per occurrence for bodily injury or property damage. Said policy shall be insured by an insurance company, or companies, with a current rating by BEST of A-X (10), or otherwise, by companies accepted by Owner in writing in the event of a lesser rating. Rental Equipment must have a rider to provide insurance.
- D. **Comprehensive, Collision, and Uninsured Motorist Insurance.** Owner and SERVICE PROVIDER recognize that SERVICE PROVIDER assumes liability to City in the event of SERVICE PROVIDER'S use and control of City vehicles and equipment, if any, as set forth in Sec. 9.01. At all times during the term of the Contract, SERVICE PROVIDER shall maintain Automobile liability insurance and property damage insurance to cover and insure all equipment and property used by SERVICE PROVIDER or its contractors or agents in the course of business under the contract as well as all equipment and property of the owner that even though not in use at the time, is subject to use by the SERVICE PROVIDER or its agents or contractors in the course of business under the contract, to include without limitation comprehensive and collisions coverages as well as uninsured motorist insurance, each with a minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include without limitation any motor vehicle, whether owned, hired, or non-owned.
- E. **Additional Excess Liability Insurance.**

At all times during the term of this Contract, SERVICE PROVIDER shall keep additional excess liability insurance including Pollution Liability Insurance in minimum amount of \$5,000,000.00.

Section 9.04 Insurance Policy Requirements for SERVICE PROVIDER's Insurance. All policies required to be carried by SERVICE PROVIDER under Article IX shall be written on an occurrence basis, except for professional liability, which may be written on a claims-made basis, and all said policies shall name the City as an additional insured. Said policies shall provide that insurers at risk are primary insurers and that no claim will be made by the insurers that the City is a primary or contributing insurer with respect to any liability covered by the policy or policies or where SERVICE PROVIDER is liable to City according to this Contract. All policies shall further provide that the City is in no way obligated for the payment of premiums thereon, and that said policies may not be canceled without thirty (30) days prior written notice to City. The existence or non-existence of insurance shall not waive or reduce or limit the responsibilities, obligations, or requirements, legal or otherwise, of SERVICE PROVIDER under this Contract or any amendment thereof or otherwise existing under law. SERVICE PROVIDER shall further purchase and acquire at its own expense such tail insurance policies or coverage upon or prior to cancellation, termination, cessation, or other end of this Contract or any amendment thereof to insure against the risks associated with this Contract and its amendments and SERVICE PROVIDER's performance, responsibilities, obligations, or requirements under the Contract and its amendments for up to one (1) full year (365 days) following the end of the Contract. SERVICE PROVIDER shall provide copies of all effective policies of insurance that are within the purview of this Section to Owner.

Section 9.05 Notice of Claims. Each party agrees to notify the other forthwith of any asserted or potential claims or any occurrences that may involve the liability or insurance of the other, and to cooperate with each other in addressing such claims.

Section 9.06 Settlement of Uninsured Claims. In the event of damage to vehicles, equipment, or personal property of Owner for which SERVICE PROVIDER is liable to City under this Contract and where the damages are not covered by SERVICE PROVIDER's comprehensive, collision or uninsured motorist insurance, or claim is denied by SERVICE PROVIDER's Insurance carrier, SERVICE PROVIDER shall be responsible to City for the property loss and/or reasonable costs of repairs.

ARTICLE X. - COORDINATION BETWEEN OWNER AND SERVICE PROVIDER

Section 10.01 Coordinators. The Director of Public Works will represent the City in administering and coordinating the Contract relationship between City and SERVICE PROVIDER for operations and maintenance of the Streets, Drainage, Water and Sewer and other systems portion of this Contract. The coordinator may assign certain City employees to communicate with SERVICE PROVIDER concerning special activities, i.e., communications, maintenance, citizens' complaints, claims, etc.

ARTICLE XI. - ACCOUNTING RECORDS

Section 11.01 **SERVICE PROVIDER's Records.** SERVICE PROVIDER shall keep full and detailed records and books of account on the basis of generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost to the SERVICE PROVIDER under the provisions of this Contract.

Section 11.02 **Owner's Access.** In addition to the records maintained under Section 11.01 above, Owner shall be afforded access to all the SERVICE PROVIDER's other records, books, correspondence, instructions, memoranda, payroll records, and similar data relating to this Contract and any of the work pertaining to the Contract.

Section 11.03 **Preservation of Records.** SERVICE PROVIDER shall preserve financial documents and other records to which Owner has access rights without additional compensation for a period of three (3) years, or such longer period as required by law, after final payment; and shall turnover or copy and release or otherwise preserve for access to City such documents and records upon termination or expiration of the Contract.

ARTICLE XII. - DEFAULT AND TERMINATION

Section 12.01 **Default by SERVICE PROVIDER.** The occurrence of any of the following events shall constitute **default by SERVICE PROVIDER** under this Contract:

- A. SERVICE PROVIDER's failure to comply with any term, provision, or covenant of this Contract continuing for a period of thirty (30) days after written notice thereof to SERVICE PROVIDER;
- B. SERVICE PROVIDER's abandonment of the project without notification and justification to Owner for seven (7) consecutive days or more;
- C. SERVICE PROVIDER's doing or permitting to be done anything which causes a lien upon Owner's property, real or personal, without the prior official consent of Owner, and failure to discharge or secure release of such lien within (30) days after written notice thereof.
- D. SERVICE PROVIDER's submitting false invoices for payment.

Section 12.02 **Default by Owner.** Owner shall be in default under this Contract if Owner shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained herein and on its part to be performed or observed, including the payment of any sums required hereunder, and if Owner fails to cure said default within thirty (30) days after written notice thereof to Owner from SERVICE PROVIDER.

Section 12.03 **Restriction against Hiring City Employees.** It is recognized by the parties

that solicitation and granting opportunities for employment of existing City employees by SERVICE PROVIDER is adverse to its contract relationship with the City and is detrimental to City's relationship with its employees. In recognition thereof, SERVICE PROVIDER agrees that it shall be a material breach of this Contract for the SERVICE PROVIDER to offer to employ or to employ City of Gautier employees while employed by the City or within twelve (12) months after their employment relationship with the City ceases. The Director of Public Works and City Manager have the option at their sole discretion to allow the employment of a city employee by the SERVICE PROVIDER or within twelve (12) months after employment ceases.

Section 12.04 Termination for Breach of Contract. If either party is in default or breach of this Contract as described in Section 12.01 or 12.02 above, the party not in default may terminate this Agreement for default by giving ninety (90) days written notice of termination to the party in default.

Section 12.05 Other Remedies. For default or breach of contract, either party may bring an action against the offending party for specific performance, or damages, including reasonable attorney fees and costs, and assert any remedies to which it is entitled in law or equity. Upon termination by Owner for default of SERVICE PROVIDER as herein provided, Owner may enter upon and take possession of the project and systems, including all vehicles, equipment, tools, and facilities to the exclusion of SERVICE PROVIDER, and shall be entitled to reasonable attorney fees and costs required to re-take possession.

Section 12.06 Cooperation Upon Termination. Upon notice of termination by Owner, or, prior to voluntary termination due to the expiration of the Contract or mutual agreement, SERVICE PROVIDER shall assist Owner in an orderly transition of the staff and a resumption of operation of the project by Owner or Owners new Service Provider.

ARTICLE XIV. -OTHER CONTRACT PROVISIONS

Section 14.01 Cooperation. Each party agrees to use commercially reasonable efforts to assist the other party in discharging its obligations and responsibilities under this Contract, to complete and implement the transactions contemplated by this Contract, and to perform the conditions thereof, and to amend the Contract in a reasonable manner to clarify ambiguities that may arise in the administration of this Contract relationship.

Section 14.02 Waiver. No forbearance, delay, or failure by either party to exercise any right under this Contract, and no partial or single exercise thereof shall constitute a waiver of that or any other right unless expressly provided therein, or unless such waiver shall be in writing and signed by the waiving party.

Section 14.03 Entire Agreement. This Memorandum of Contract and the appendices and exhibits hereto, all of which form a material part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and SERVICE PROVIDER. Except as otherwise provided for herein no subsequent alteration, amendment, change, addition, or modification to this Contract shall be binding upon either

party unless reduced to writing, signed in behalf of each party by a duly authorized official, and approved by the Governing Authority of the City. Wherever used, the terms "Owner" and "SERVICE PROVIDER" shall include the respective officers, directors, elected or appointed officials, employees, and representatives.

Section 14.04 Captions and Interpretations. The caption, section numbers, article numbers and indices appearing in this Contract in no way define, limit, construe or describe the scope or intent of such section or article. The language and all parts of this Contract shall, in all cases, be construed as a part of the whole according to its fair meaning and not strictly for or against either party.

Section 14.05 Partial Invalidity. If any term, covenant, or condition of this Contract, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Contract shall be valid and shall be enforced to the fullest extent permitted by law.

Section 14.06 Successors and Assignability. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may otherwise be herein provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No right shall, however, inure to the benefit of any assignee or successor of SERVICE PROVIDER, unless the same was officially approved in advance in writing by the Owner through official action of its Governing Authority.

Section 14.07 Survival of Obligations. All obligations of either party to the other which by their nature involve performance, and any particular, after the end of the term which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

Section 14.08 Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

Section 14.09 Holding Over. In the event that operations and maintenance by SERVICE PROVIDER by actual or constructive consent by City, and use and possession of City properties by SERVICE PROVIDER shall continue after expiration of the term, or sooner termination hereof, the relationship between the parties shall be subject to all of the terms and conditions of this Contract, and nothing herein shall be construed to authorize any such continuance of the Contract, or limit either party's remedies in the event thereof.

Section 14.10 Amendment to Scope of Services. This Contract (excluding sewer services) may be amended at any time hereafter to enlarge upon and expand the scope of Public Works services performed by SERVICE PROVIDER, or to decrease the scope existing of services, provided that such amendment or modification is in writing and is approved by the Governing Authority and SERVICE PROVIDER prior to such change taking effect.

ARTICLE XV. -NOTICES

All notices shall be in writing and transmitted by certified mail or personal delivery, as follows:

Section 15.01

To SERVICE PROVIDER:

NAME:

ADDRESS:

PHONE:

FAX: _____

Unofficial Copy To:

LOCAL ADDRESS:

Gautier, MS 39501

Section 15.02

To Owner:

City of Gautier

Attention: City

Manager

3330 Hwy 90

Gautier, MS 39553

Unofficial Copy To:

City of Gautier

Attention: Director of Public Works

3305 Gautier Vancleave Road

Gautier, MS 39553

City of Gautier

Attention: City Attorney

3330 Hwy 80

Gautier, MS 39553

APPENDICES

- A. Request for Proposals
- B. Equipment and Vehicles Provided by SERVICE PROVIDER
- C. Benchmark & Performance Criteria - Water Requests
- D. Benchmark & Performance Criteria – Routine Water Maintenance
- E. Benchmark & Performance Criteria - Sewer Requests
- F. Benchmark & Performance Criteria - Routine Sewer Maintenance
- G. Benchmark & Performance Criteria – Street Requests
- H. Benchmark & Performance Criteria – Routine Street Maintenance
- I. Benchmark & Performance Criteria – Drainage Requests
- J. Benchmark & Performance Criteria – Routine Drainage Maintenance
- K. Mission Critical Personnel, Minimum Wage Rates, Detailed Job Descriptions, Education Requirements, Organization Chart
- L. List of Annual Parades & Special Events / Holiday Schedule
- M. Ditch Maintenance Plan
- N. Street Sweeping Plan

IN WITNESS WHEREOF, each of Owner and SERVICE PROVIDER has caused this Memorandum of Professional Services Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

OWNER:

SERVICE PROVIDER:

CITY OF GAUTIER, MISSISSIPPI

NAME

BY: _____
CITY MANAGER

BY: _____
PUBLIC WORKS DIRECTOR

ATTESTED BY:

ATTESTED BY:

CITY CLERK

SECRETARY

_____, 2021

_____, 2021

APPENDIX A

Request for Proposals

REQUEST FOR PROPOSALS

Professional Services Contract for the Operation, Maintenance & Management

of the

CITY OF GAUTIER, MS DEPARTMENT OF PUBLIC WORKS



CITY OF GAUTIER, MS REQUEST FOR PROPOSALS

1. PURPOSE

The City of Gautier, Mississippi (City) will accept sealed proposals from qualified SERVICE PROVIDERS for professional services related to the Operation, Maintenance, and Management of the Department of Public Works to include Street Maintenance, Drainage Maintenance, Water Distribution, Wastewater Collection, Sewer Lift Stations, Right-of-Way Maintenance and Fleet maintenance. SERVICE PROVIDERS proposing to furnish such professional services are requested to submit a statement of their qualifications, experience, and list of at least five (5) references including their names, addresses, and telephone numbers.

All proposals shall be submitted to the attention of Mrs. Teresa Montgomery City Clerk, City of Gautier 3330 Highway 90, Gautier, MS by Monday, July 17, 2023, at 10:00 a.m. at which time all proposals will be publicly opened and read aloud in the Board Room of City Hall.

All proposals shall be submitted in a sealed envelope marked “**Public Works Proposals**”, and if any envelope is not so marked, any proposal contained therein will not be considered. Include one (1) original and seven (7) copies with one (1) electronic copy on flash drive. All proposal envelopes must contain the SERVICE PROVIDER's name and mailing address on the face of the envelope.

Proposal information may be obtained at the City Clerk's Office during office hours or by contacting (228) 497-8000. No proposal may be withdrawn for a period of ninety (90) days after the above proposal opening date.

The City of Gautier reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the City or to reject any/all proposals.

INFORMATION FOR PROPOSERS

The City of Gautier is home to over 18,500 residents. The City of Gautier operates under a City Manager form of government. Gautier owns, operates, and maintains a water distribution system with 7,000+ service connections. Gautier currently owns and operates a 1 MGD Ion Exchange Treatment Plant, 9 water wells, 6 storage tanks, 100+ miles of water distribution lines. The City of Gautier is working on a new 3 MGD Nano Filtration Plant that will be located on the same site as the current Ion Exchange Treatment Plant. Additionally, there are plans to add a third treatment plant in the north part of Gautier at the location of the Lark Street Well.

The City of Gautier owns, operates, and maintains 110 wastewater pump stations, over 28 miles of wastewater force main transmission lines, over 10 miles of sewer pressure mains, and over 100 miles of wastewater gravity transmission lines.

The City of Gautier owns and maintains over 115 miles of paved roadway and ROW.

SERVICE PROVIDER shall provide professional utility management, operational and maintenance services to operate and maintain the "System" previously operated and maintained by the City's Streets and Drainage and its Water and Sewer Divisions of the Public Works Department to include all services presently provided under the Contract and as may be subsequently amended. By way of information, the City of Gautier has had a SERVICE PROVIDER contracted to operate and maintain the system since 2013. That Contract expires November 13, 2023. The SERVICE PROVIDER selected will begin service at 12:01 am on November 14, 2023. SERVICE PROVIDER shall provide the labor, supervision and professional expertise required to provide such services in a good and workmanlike manner according to normal and customary industry standards and City's Benchmarks for performance and quality standards as herein stated. Management shall possess the skills, knowledge, education, and experience necessary to manage a function and organization of the size of Gautier. The SERVICE PROVIDER will be expected to provide such services in a professional manner in accordance with normal and customary industry standards. SERVICE PROVIDER shall continuously find ways to improve efficiency as the environment changes, i.e., laws, regulations, city ordinances, software, customer demands, new technology, etc. SERVICE PROVIDER shall maintain hiring practices and provide the training necessary to ensure that the workforce is sufficiently trained. Those positions identified as Key & Essential shall be subject to approval by City Manager.

The City of Gautier, Mississippi (City) is requesting a proposal from each Firm (SERVICE PROVIDER) capable of entering a Five (5) year contract to provide professional operations, maintenance and management services to the City of Gautier Public Works and Utility Departments. Areas of operation to be maintained and managed are:

(1) Public Works Department

- Street Maintenance
 - Sign Maintenance
 - Street Sweeping Operations
 - Repair of all potholes and ROW work
 - Maintenance of all sidewalks and curbing this includes edging of all city sidewalks and repair and necessary replacement. This also includes maintenance between road and sidewalk.
- Drainage Maintenance to include MS4 Permitting, and compliance therewith, as applicable
 - Systematic cleaning, clearing, regrading, and other required maintenance of all ditches and culverts

- Right-of-Way Maintenance
 - Grounds Maintenance
 - Litter Maintenance
 - Animal carcass removal
- Fleet Management
- Warehouse Management

(2) Utility Department – Operations & Maintenance

- Water Distribution
 - Operate and maintain 1MGD Ion Exchange Plant
 - Operate and maintain New 3MGD Nano Filtration Plant (once constructed)
 - Operate and maintain New 1 MGD Nano Filtration Plant Lark (once constructed)
 - Operate and Maintain Wells
 - Operate and perform routine tank maintenance, and work in support of city contractor retained to perform regular tank maintenance under separate contract
- Wastewater Collection
 - Operate, maintain and service Lift Stations, Pump Stations, and Grinder Pumps
 - Operate maintain, and service all Gravity and Force Main Sewer Lines
 - Maintain and service all manholes
- All permitting and CCR reports for MDH or any other State Agency requiring permits

SCOPE OF SERVICES

SERVICE PROVIDER shall employ all staffing that is properly trained and certified as required by local, state and federal regulations. All employees must successfully pass pre-employment drug and criminal background screenings. Employees are expected to dress in professional matching attire that is suitable for working conditions and presents a clean and professional appearance. All employees will be required to portray proper identification. SERVICE PROVIDER shall maintain the City's streets and roadways, which are open for public use, in a professional and reasonable manner consistent with industry practices and standards. SERVICE PROVIDER shall provide staff response for emergency repair of streets, water, sewer, and drainage systems, as required. This response shall include emergency "call-out" for assigned project staff, as well as the corporate support team. SERVICE PROVIDER will maintain 24-hour a day/7 days a week availability of staff for emergency call-out throughout the term of this agreement.

SERVICE PROVIDER shall employ a minimum of 35 full time employees to carry out the functions described in the RFP and will pay all costs associated with such employment. Employees will be paid fair wages as appropriate to the regional labor market. Proposed staffing must possess specific certifications, licenses, and training. While 35 is the minimum staffing requirement, provider is expected and required to employ staffing necessary to fulfill all obligations under this contract in a timely fashion.

All personnel and equipment supplied to the City of Gautier under this contract will not be shared with nor utilized on any other customer of SERVICE PROVIDER.

In the event of an emergency or storm, SERVICE PROVIDER will assist CITY in any preparation before said event and assist CITY in clearing streets and roadways after the event.

A draft contract is included as Appendix “A” to this RFP.

Public Works Department

Street Maintenance Division:

- Asphalt / Concrete Repair:
 - SERVICE PROVIDER shall employ all staffing that is properly trained in the repair and/or replacement of asphalt and concrete for routine road repairs. Work will include pothole maintenance and road repair patching. (Excluding milling and overlay capital projects) – Scope to include the removal and replacement “as needed” of concrete curbing, sidewalk, and driveway in the event the existing has been disturbed due to utility repairs and/or if the existing curbing, sidewalk, and driveway poses a significant threat to pedestrian traffic.
 - SERVICE PROVIDER shall perform a “Road Condition Assessment” report each year to be provided to the CITY or designee for the purpose of Capital Planning.
 - SERVICE PROVIDER shall perform other contract operation services as directed by the City Manager and as may arise or be required in conjunction with the professional services contracted hereunder.
 - SERVICE PROVIDER shall make recommendations as deemed needed to the CITY or designee for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's streets, and/or to assure compliance with Federal, State and local laws and regulations.
 - With respect to wintery weather or in anticipation of such conditions, the SERVICE PROVIDER shall place sand or salt on bridges in the city or other needed areas as necessary.
 - Operate a computerized maintenance management software system (Tyler Encode) for the CITY. This system shall be employed to document all maintenance activities for the streets and drainage system. CITY shall have the right to inspect these records at any time.
- Sign repair / replacement:
 - SERVICE PROVIDER shall employ all staffing that is properly trained in the repair and/or replacement of street signs, road signs, and MDOT traffic safety regulations.
- Street Sweeping Operations:
 - Street sweeping according to City standards and benchmark quality and performance standards and based upon a systematic scheduling approach.

Drainage Maintenance Division:

Ditches, pipes, and culverts making up the City's drainage system shall be identified and maintained by SERVICE PROVIDER in a professional and reasonably expedient manner and pursuant to and in accordance with all applicable or governing standards, regulations, and requirements as determined through local, state and federal regulations or requirements. Drainage services performed by SERVICE PROVIDER shall include, but not be limited to, the following:

- Vegetation growth, brush, debris, and other obstructions interfering with drainage flow in ditches and drainage systems shall be removed and disposed of in accordance with performance and quality standards.
- Systematic schedule for drainage maintenance shall be developed and followed to ensure all systems are regularly maintained.
- Provide a Designated Storm Drain Crew to perform the drainage maintenance.
- Apparent damages to ditch linings shall be reworked and maintained as reasonably possible to reduce erosion and slope instability. Placement of materials on slopes may be required. Where improvements are needed, SERVICE PROVIDER shall make recommendations to City for planned improvements and service provider shall be responsible for making said improvements.
- Debris interfering with drainage through culverts, or in the areas of street drains and gutters shall be removed and disposed of in a proper manner according to performance and quality standards.
- SERVICE PROVIDER will observe and inform CITY of apparent damages or defects within the city drainage system requiring capital expenditures to avert a safety hazard or major blockage of the City's drainage system, and shall recommend a prioritized list for City's planned expenditures.
- Subsurface drainage pipes, including driveway culverts, shall be cleaned to remove obstructions interfering with the flow.
- SERVICE PROVIDER shall perform any drainage repairs or replacements as necessary to the existing system including the repair or replacement of existing storm drainage pipes, installing or replacing catch basins/junction boxes and/or repair or replacement of culverts.
- SERVICE PROVIDER shall comply and assist the CITY in complying with current EPA (MS4) regulations for operation, maintenance, and improvements of the Drainage System.
- Perform other contract operations services as directed by the City Manager as may arise or be required in conjunction with the professional services contracted hereunder.
- Make recommendations as deemed needed to the City or designee for adoption of Ordinances, Policies or for capital improvements to improve and maintain CITY drainage systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- SERVICE PROVIDER shall provide professional services for all MS4 permitting requirements for City.

Right-of-Way Maintenance Division:

Right-of-Way maintenance shall consist of mowing, edging, blowing, litter removal, tree trimming, weed eating, and Long-Arm Mowing of all CITY ROW in need of maintenance. SERVICE PROVIDER shall be responsible for developing an annual, monthly, and weekly schedule approved by the City Manager

or designee, showcasing location and duration of operations and maintenance. Right-of-way services performed by SERVICE PROVIDER shall include, but may not be limited to, the following:

- SERVICE PROVIDER shall employ sufficient staffing numbers to meet the demands of the approved annual schedules relating to mowing, edging, blowing, weed-eating, and long-arm mowing. Right-of-way services will include only those areas located within easements and/or right-of-way grounds (shoulders and medians), that are deemed public property. Major thoroughfares identified by City will be subject to routine maintenance as directed by City; however, all designated city rights of way must be maintained and mowed as needed, but at a minimum, at least every 6 weeks during growing season.
- SERVICE PROVIDER will be responsible for cleaning, clearing weeds and/or debris in and around public sidewalks / walkways within the specified approved area.
- SERVICE PROVIDER will be responsible for all ROW maintenance including the area between sidewalks and the road. Any ruts or other damage in these areas will be repaired with the appropriate fill.
- Litter and trash pickup and cleaning of medians, shoulders, streets, and roadways throughout the City of Gautier. SERVICE PROVIDER shall employ a full-time crew for litter and trash clean-up and will focus clean-up efforts through an approved schedule. SERVICE PROVIDER will work with both the CITY's solid waste provider and the CITY Code Enforcement Officer. SERVICE PROVIDER AS NECESSARY will be responsible for the removal and disposal of brush and debris that has been collected during tree trimming and right-of-way maintenance operations. The disposal will be transported / hauled to a local state-approved solid waste disposal site.
- SERVICE PROVIDER will be responsible for removal of all dead animals from CITY streets, roads, and ROW.
- During Special City events and occasions throughout year it is important for major thoroughfares to be pristine. Upon the request of the City Manager and regardless of litter schedule the provider will ensure that identified thoroughfares are clear and free from litter.
- Trim tree branches or other natural vegetation accessible in CITY rights-of-way, streets, or easements, which constitute a traffic hazard, public safety hazard, or which are dead, unsightly, or otherwise constitute or found to be dangerous conditions. CITY of Gautier tree ordinances shall be followed, where applicable.
- Prompt Street cleanup of trash within 24 hours from parades or special events. A listing of City sponsored annual parades and special events that have been previously held in Gautier is provided as Appendix "B"; It is acknowledged this listing may change overtime and every effort by the CITY will be made to provide SERVICE PROVIDER with as much advance notice as possible.
- It is acknowledged that this listing may be changed, and CITY will provide an updated or revised listing to the SERVICE PROVIDER as circumstances or conditions may require.
- Should the SERVICE PROVIDER receive advance approval from the CITY, SERVICE PROVIDER may utilize an herbicide program at SERVICE PROVIDER's expense to reduce machine mowing, with such a program to comply with any applicable or governing federal, state, and local laws, regulations, and standards.

Fleet Management:

SERVICE PROVIDER is required to furnish all necessary equipment to provide all necessary services under this contract. Included but not limited to: trucks, mowers, weed eaters, long arms, and street sweeper.

Please note SERVICE PROVIDER will also be expected to provide all tools necessary to perform its obligations to the city.

The city may also have equipment in its Public Works inventory available for use by the provider at the city's sole discretion. Should the City agree to use of city equipment by the provider, SERVICE PROVIDER shall be responsible for maintenance and upkeep of city equipment and shall fully compensate city in the event of any damage to city equipment. In the event of total loss of city equipment due to damage by provider, SERVICE PROVIDER will provide equivalent replacement equipment to the City.

- Documentation of maintenance to vehicles and equipment shall be presented to the city upon request. All vehicles owned by the SERVICE PROVIDER, must be GPS trackable.
- All vehicles and Equipment MUST be presentable and kept clean and in good order.
- It is also recommended that all equipment and vehicles be less than 5 years OLD to maximize savings directly related to repair and maintenance costs. All vehicles will have Jackson County Mississippi Tags.
- SERVICE PROVIDER shall identify by separate line item from the base monthly fee, a price for providing all vehicles and equipment necessary for performing SERVICE PROVIDER's obligations under the contract. .
- A list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City upon award of the contract. At the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line-item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof.
- City shall be permitted to inspect, upon request, but at least annually, all vehicle and equipment utilized by SERVICE PROVIDER in performance of its responsibilities under the contract.

Warehouse Management

SERVICE PROVIDER will employ staff experienced and proficient in the management of an onsite parts, materials, and supply warehouse. Staff must be proficient in the use of computers and inventory control measures. CITY will supply all materials and maintenance parts (unrelated to equipment) necessary to perform all work by provider. Parts and materials include but are not limited to pipe culverts meters, rock, chemicals, gravel, sand, and dirt.

- SERVICE PROVIDER will be responsible for managing the Public Works supply warehouse. Warehouse personnel will be responsible for ordering, stocking and inventorying items needed for the day-to-day operations of the Public Works and Utility Departments.
- SERVICE PROVIDER at the beginning of the contract will be required to provide an inventory of existing parts and supplies and will be required thereafter to track and report to the city on a monthly basis parts and materials utilized from the warehouse and the location of that utilization.
- SERVICE PROVIDER will be responsible for providing Public Works Director all quotes for approval when ordering, stocking, or any items/materials needed for the day-to-day operations of the Public Works Department.
- SERVICE PROVIDER will be responsible for the implementation of a warehouse inventory data system that meets the industry minimum standard. All maintenance records will be maintained in accordance with local, state, and federal requirements.
- The warehouse and all parts materials and supplies must be maintained in a safe and organized fashion.

Utility Department

Water Distribution:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing responsible for the operations, maintenance, and management of the City of Gautier water distribution system in accordance with industry standard and best management practices. Staff must be experienced, properly trained and certified as required by the State of Mississippi.

- SERVICE PROVIDER will be responsible for repairing water leaks, pipe breaks, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, emergency repairs, exercising water valves, sampling, precautionary boil-water notices as well as other services necessary to operate and maintain the water distribution system.
- SERVICE PROVIDER is responsible for developing a daily inspection policy that captures all specific preventative maintenance information as outlined by the manufacture.
- SERVICE PROVIDER must be proficient in the use of Supervisory control and data acquisition (SCADA) as well as experienced and knowledgeable in the maintenance and troubleshooting of systems.
- SERVICE PROVIDER is responsible for the aesthetics, cleanliness, and overall safety of each site location.
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- The SERVICE PROVIDER shall employ a Mississippi State certified Water Operator. The water operator shall be responsible for all distribution records and be available for Mississippi Department of Health audits when necessary.
- Provide staff response for emergency repair of the utility system, as required. This shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out

- throughout the term of this agreement.
- Develop an Emergency Response Plan in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. to be approved by the City Manager or Representative.
 - Operate a computerized maintenance management software system (Tyler Encode.)
 - Provide for water sample collection by SERVICE PROVIDER's staff consistent with current system needs and State and Federal requirements. This shall include ensuring the water samples are properly taken, preserved, and transported to the appropriate State testing laboratory as is currently being performed to ensure the safety of the potable water supply of the City. SERVICE PROVIDER shall be responsible for payment of testing.
 - Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
 - SERVICE PROVIDER is responsible for the implementation of a Global Positioning System survey for each new water meter, water valve, fire hydrant, and water pipe, that is installed or replaced that is currently not on the City's GIS maps. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey. Upon completion, SERVICE PROVIDER shall provide an updated layer or shape file to the City on June 30 and December 30 of each year of the contract.
 - Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's water systems, and/or to assure compliance with Federal, State and local laws and regulations.
 - With the exception of work that would otherwise require the encumbrance of a capital expenditure by the CITY to complete, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the System upon notice or discovery of the same.
 - SERVICE PROVIDER is responsible for the provision and payment of any and all chemicals necessary for the provision of these services.

Wastewater Collection:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing responsible for the operations, maintenance, and management of the City of Gautier wastewater collection system in accordance with industry standard and best management practices. Staff must be experienced, properly trained and certified as required by State and Federal regulations.

- SERVICE PROVIDER will be responsible for sewer backups, installation of sewer taps, point repairs, main-line breaks, city service line breaks, manhole repairs, manhole inspections, sanitary sewer overflows, inflow/infiltration corrective actions, clearing stoppages, root removal, service tap locates, as well as other services necessary to operate and maintain the wastewater collection system.
- Personnel shall be certified in Pipeline and Manhole Assessment through NASSCO's PAC Program.
- SERVICE PROVIDER will have the capabilities and the equipment to provide flow monitoring, cleaning and video inspections of lines, and smoke testing upon request.

- SERVICE PROVIDER shall have at least one (1) employee who has attended the EPA Fats Oil and Grease (FOG) seminar and obtained any certification or licensing now available from EPA and/or State of Mississippi.
- SERVICE PROVIDER shall have experience with enforcing the FOG program in City.
- SERVICE PROVIDER shall have 24/7 access to Sewer Vac/Con trucks for emergency calls.
- SERVICE PROVIDER will assist the city in the reduction of inflow and infiltration (I&I). SERVICE PROVIDER will be Responsible for sewer collection smoke testing as a means of determining Inflow/Infiltration (I/I).
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- Provide staff response for emergency repair of the sewer utility system, as required. This shall include emergency "call-out" for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- Operate a computerized maintenance management software system (Tyler Encode) for the CITY. This system shall be employed to document all maintenance activities to include labor, materials, and equipment for the sewer system.
- Perform other contract operations services as directed by the CITY as may arise or be required in conjunction with the professional services contracted hereunder.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System (GPS) survey for each of the CITY's existing systems. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey. Upon completion, SERVICE PROVIDER shall provide an updated layer or shape file to the City on June 30 and December 30 of each year of the contract.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's sewer systems, and/or to assure compliance with Federal, State and local laws and regulations.
- With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the System upon notice or discovery of the same.
- SERVICE PROVIDER is responsible for the provision and payment of any and all chemicals necessary for the provision of these services.

Lift-Station Maintenance / Repair:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing responsible for the operations, maintenance, and repair of the City of Gautier sewer lift stations in accordance with industry standard and best management practices. Staff must be experienced, properly trained and certified as required by State and Federal regulations.

- SERVICE PROVIDER shall possess the knowledge and experience in the operation, maintenance and repair of both Submersible, and above ground pumps, motors and control systems. Must be proficient in the timely identification (troubleshooting) of specific issues to ensure downtime is at a minimum. Such services may require the repair and/or replacement of pump internals, belts, electric motors, control systems as well as other services necessary to operate, maintain, and repair wastewater lift stations.
- SERVICE PROVIDER is responsible for developing a daily inspection policy that captures all specific preventative maintenance information as outlined by the manufacture.
- SERVICE PROVIDER must be proficient in the use of Supervisory control and data acquisition (SCADA) as well as experienced and knowledgeable in the maintenance and troubleshooting of systems.
- SERVICE PROVIDER is responsible for the aesthetics, cleanliness, and overall safety of each site location.
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- Provide staff response for emergency repair of the sewer utility system, as required. This shall include emergency "call-out" for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- Operate a computerized maintenance management software system (Tyler Encode). This system shall be employed to document all maintenance activities to include labor, materials, and equipment for the water and sewer system.
- Perform other contract operations services as directed by the CITY as may arise or be required in conjunction with the professional services contracted hereunder.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System (GPS) survey for each of the CITY's existing systems. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey. Upon completion, SERVICE PROVIDER shall provide an updated layer or shape file to the City on June 30 and December 30 of each year of the contract.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's sewer systems, and/or to assure compliance with Federal, State and local laws and regulations.
- With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the System upon notice or discovery of the same.

SPECIAL PROJECTS:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing in the installation, operation and maintenance of new utility infrastructure. All work must be in accordance with industry

standards and best management practices. Staff must be properly trained and certified as required by State and Federal regulations.

- SERVICE PROVIDER shall perform improvements, necessary additions, and replacements to the existing infrastructure system, including replacing existing water, sewer, and drainage pipes, installation of new manholes, fire hydrants, force main, water isolation valves, city service lines, as well as other construction services relating to the improvements, necessary additions, and replacements of existing infrastructure.
- SERVICE PROVIDER shall also employ trained and experienced staffing to support city contractors performing new construction qualifying for capital funding.
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- Operate a computerized maintenance management software system (Tyler). for the CITY. This system shall be employed to document all maintenance activities to include labor, materials, and equipment for the water and sewer system.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System (GPS) survey for each of the CITY's newly installed / existing systems. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's sewer systems, and/or to assure compliance with Federal, State and local laws and regulations.

OPERATIONS CONTRACT PURPOSE AND OBJECTIVE:

The City is seeking to maximize the community's benefit and use of the Public Works, Water, and Wastewater Systems by contracting with an experienced and/or capable private management company. The goals and objectives listed below should assist submitting companies in developing their specific proposal and should be considered to represent minimum standards for managing and operating the departments.

1. To enhance the quality of life for the residents and customers of Gautier, MS by providing a safe, efficient, and professional level of Operations, Maintenance and Management Services.
2. To staff, manage, operate, maintain and if needed, expand the Water Distribution, Wastewater Collection:
 - a. To the highest Industry standards.
 - b. In compliance with and pursuant to all manufacturer's warranties and recommendations with respect to City equipment and assets.
 - c. In compliance with all applicable state, federal and local laws.
 - d. Pursuant to City oversight and approval and consistent with City rates, rules, and policies.
3. To provide emergency and on-call customer and facilities support service 24 hours a day, seven days

a week for all aspects herein.

4. To obtain, if applicable, and maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain and manage the System.
5. To protect, repair and maintain the System and the City's facilities and equipment, to preserve and improve the City of Gautier's assets investments and services.
6. To provide the highest level of friendly, reliable, professional, and responsive customer service during the times when SERVICE PROVIDER employees will interact with the public.
7. To maximize revenues and to operate/maintain the System at the lowest possible cost to the customers of the City of Gautier
8. To promote the City of Gautier, its Systems and services in a manner that enhances the reputation of the city.
9. To hire local citizens to the extent feasible and use local merchants and service providers to the extent possible.
10. To operate the System pursuant to the annual budget and fee schedule adopted by the City of Gautier.
11. To provide all water, wastewater testing, monitoring, and reporting as required by state, federal and local law, and industry standards.
12. Provide special event support related to street closures, barricades, signage needed to redirect traffic, emergency repairs needed for the event, and other related special events needs as it relates to the streets, drainage, etc.
13. Should the City replace all or part of its water meters during the term of this contract. SERVICE PROVIDER may be asked to install all meters at no additional cost to this contract, per the instructions of the City.
14. To provide sanitary sewer smoke testing of its collection system as a means of identifying inflow/infiltrations.
15. To provide additional CCTV and line cleaning maintenance operations.
16. To provide Professional Public Relations assistance as needed.
17. To provide annual Compliance Inspections of all regulated public systems.
18. To work as Special Advisor to the City Manager, Public Works Director and/or Planning for Capital Improvements and plan reviews for Planning.

I. PROPOSAL REQUIREMENTS

Cover Letter: The cover letter should be signed by the principal contact and express the SERVICE PROVIDER's interest in entering a contractual relationship with the City of Gautier. The letter should designate the name and address of the principal contact, telephone number, and email address.

Legal Form of Company: The SERVICE PROVIDER should indicate its legal form (individual, partnership, corporation, joint venture, non-profit). If the SERVICE PROVIDER is a consortium, joint venture, or team, indicate the entity that is primarily responsible for the proposal.

Biography of Company Principals: The resume should include history of managing operations of a system or similar facility. A list of biographical information on staff who will be involved in the

negotiation and oversight of the day-to-day administration of the proposed contract shall be included. This should include management individuals that will be available to assist the on-site staff. Also, relative expertise, tenure, evidence of relevant expertise and relevant personal, professional, and community accomplishments should be included.

Proposed Workforce Utilization Plan: SERVICE PROVIDER shall submit with its proposal a proposed workplan to include a list of proposed positions, proposed workforce utilization plan, and a project approach to the provision of services that complies with the scope of work. In other words, if the company is chosen, how will it propose to provide the necessary and required services, with what personnel and with what qualifications.

Management Fee: The SERVICE PROVIDER will charge a fee for operation, maintenance and management services offered under its proposal. This fee should account for the following non-exclusive items of overhead, the cost of which will be solely borne by the SERVICE PROVIDER:

1. Personnel - salaries, benefits, and other costs directly attributable to employees.
2. Equipment and vehicles – SERVICE PROVIDER shall provide all vehicles, tools, and equipment necessary to fulfill SERVICE PROVIDER’s obligations under the contract. A list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City upon award of the contract, and an updated list shall be provided annually. At the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line-item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof.
3. Materials and Supplies - Includes, but is not limited to gasoline and diesel fuel, chemicals, safety supplies, vehicle accessories, medical/first aid supplies, uniforms, office furniture, office supplies, cell phones for employees, computers, printers, postage, software (excluding Tyler) and other materials that will be needed to perform the contractual obligations efficiently and effectively.
4. Outside Services - includes, but is not limited to: equipment rentals, temporary and/or part-time help, legal fees, registrations, cell telephone, courier service, outside lab testing, dues, subscriptions, postage and freight charges, insurance and other professional services including, but not limited to professional services for Storm Water Prevention Plan (MS4) and reporting.
5. Other - Includes amortization of SERVICE PROVIDER-furnished capital and startup cost and overhead and profit, as well as, any and all expenses not identified.

Proposed Price Sheet: A proposed price sheet is attached.

Draft Contract: A draft contract is included attached to this RFP that SERVICE PROVIDER will be expected to sign. THE CONTRACT ATTACHED SHOULD BE READ CAREFULLY, as it details expectations of SERVICE PROVIDER to be considered in responding to this RFP.

APPROVALS:

The City of Gautier reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the system. These include, but may not be limited to: rates, expenses, fees, cost of services, staffing, policies and procedures, financial reporting methods, programming, and hours of operation.

CITY OWNED PROPERTIES AND EQUIPMENT:

All land, buildings, improvements, and permanent equipment which are presently in place and being used for the System, or new facilities which may be added by construction projects to be used by or as part of the System, shall remain or become the property of the CITY, but with full use, as needed, for the operation of the Public Works Department.

CITY RESPONSIBILITIES:

1. CITY's responsibilities are outlined in the attached draft contract.

DISQUALIFICATION OF PROPOSER

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

- Evidence of collusion among proposers
- Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- Default or termination on a previous contract for failure to perform or otherwise.
- Lobbying the City Manager, City Council, or City Staff during the proposal process

BASIS OF THE PROPOSAL

Each qualified SERVICE PROVIDER shall provide a submittal package with sufficient information about the Firms qualifications to assist the City of Gautier in making the proper determinations about their professional capabilities. Each Firm must submit the name and credentials of the person who will be the CITY's contact and will be primarily responsible for rendering services if selected. SERVICE PROVIDER shall provide relevant information the company would like considered addressing each qualification criteria.

Proposals will be evaluated by a selection committee on the basis of written materials as outlined in the RFP and graded according to the rating system as follows:

Qualifications Criteria	Percentage
<i>Pricing:</i>	20%
<i>Relevant Experience and Past History:</i>	20%
<i>Professional Background and Caliber of Personnel:</i>	20%
<i>Vendor Stability & Solvency:</i>	15%
<i>Proposed Workplan:</i>	25%
<u>TOTAL PERCENTAGE GRADE</u>	<u>100%</u>

Any cost associated with the preparation of the proposal response is the responsibility of the proposing company. The City of Gautier may elect to require presentations prior to contract award. Any costs, including travel and associated arrangements, are the responsibility of the proposal company.

Experience: Submit any experience in the operation of a water distribution, wastewater collection, lift station and public works system or similar facilities and any expertise working with or contracting with a government entity for a minimum of 5 years.

References: Provide a list of at least five (5) references including primary contact name, title, address and phone numbers. Provide a list of Public Works projects SERVICE PROVIDER has worked for and highlight those located in the State of Mississippi.

Staffing Plan: Provide a staffing plan for the system and its facilities, including job descriptions and qualifications, on-site staff schedule during operations, and any off-site schedule during operations, and any off-site staff schedule during operations and any off-site staff support that will be available.

General Operation: Provide proposed operating policies, procedures, and guidelines including operating hours, safety rules, emergency procedures for any repairs, recordkeeping and periodic reports to the City, inspection of books and records by the City or other government agency.

ORAL PRESENTATION

The City of Gautier may request some or all of the proposing Firms to make an oral presentation of their qualifications. If oral presentations are deemed necessary, the city will notify the respective firm following the submittal deadline. Virtual interviews may be conducted at the discretion of the city.

REJECTION OF SUBMITTALS

All submittals must be submitted in accordance with the instructions as outlined herein to receive consideration. Any SERVICE PROVIDER submitting inadequate or incomplete information will not be considered. The City of Gautier reserves the right to reject any and all submittals and to request any additional information as it deems necessary.

INSTRUCTIONS

All proposals shall be submitted to the attention of Mrs. Teresa Montgomery, City Clerk, City of Gautier, 3330 Highway 90 Gautier, MS by Monday, July 17, 2023, at 10:00 a.m. at which time all proposals will be publicly opened and read aloud in the Board Room of City Hall.

All proposals shall be submitted in a sealed envelope marked “**Public Works Proposals**”, and if any envelope is not so marked, any proposal contained therein will not be considered. Include one (1) original and seven (7) copies with one (1) electronic copy on flash drive. All proposal envelopes must contain the SERVICE PROVIDER's name and mailing address on the face of the envelope.

Proposal information may be obtained at the City Clerk's Office during office hours or by contacting (228) 497-8000. No proposal may be withdrawn for a period of ninety (90) days after the above proposal opening date.

The City of Gautier reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the City or to reject any/all proposals.

By MAIL or Hand Delivery:

City of Gautier (City Hall)
Attn: Teresa Montgomery, City Clerk
3330 Highway 90
Gautier, MS 39553

SERVICE PROVIDER is solely responsible for meeting submittal deadlines. Any proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

Proposals may be held by the CITY for a period of not to exceed ninety (90) days from the date of opening of proposals for the purpose of reviewing the statements and investigating qualifications of the applicants prior to awarding. A contract will be awarded to the qualified SERVICE PROVIDER whose proposal is determined to be most advantageous to the CITY. The CITY reserves the right to waive any

irregularities or informalities in the proposals submitted, reject any and all proposals, or terminate the solicitation with no contract awarded.

Any persons having questions about this Request for Proposals may contact Teresa Montgomery, Gautier City Clerk by email – tmontgomery@gautier-ms.gov

APPENDIX “A”

See attached proposed contract.

APPENDIX “B”

1. Mardi Gras Parade
2. Christmas Parade
3. Homecoming Parade
4. Lights and Lagniappe
5. Cruisin’ the Coast
6. Mullet Fest

APPENDIX “C”

PROPOSAL PRICE SHEET

MANAGEMENT FEE

“WATER, SEWER AND DRAINAGE” \$ /Month \$ /Year

ROADS AND STREETS \$ /Month \$ /Year

EQUIPMENT, VEHICLES, AND TOOLS

\$ /Month \$ /Year

TOTAL BASE

\$ _____/Month \$ _____/Year

APPENDIX B

Equipment and Vehicles

CITY agrees to provide all equipment and vehicles necessary for SERVICE PROVIDER to provide the professional services under this contract except that SERVICE PROVIDER shall provide tools and all vehicles to its personnel that will be taken to the personnel's home, specifically the vehicle for the PROJECT MANAGER. SERVICE PROVIDER agrees to work with the CITY to determine any additional equipment needed for performance under this contract. If equipment cannot be provided by CITY, CITY has the option to request the SERVICE PROVIDER provide part or all the equipment, vehicles, and tools necessary to provide the professional service under this contract with an appropriate contract cost adjustment.

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* list of equipment provided by SERVICE PROVIDER, if any, must be updated annually.

APPENDIX C

Benchmarks & Performance Criteria – Water Requests

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
1	BAD TASTING WATER – Responds to water quality complaint	Dept. of Health Standards	3 days
2	BROKEN METER – repair meter that is broken	Current Code/ Engineering Standards	8 days
3	HYDRANT LEAK – repair or replace leaking fire hydrant	Current Code/ Engineering Standards	7 days
4	METER LEAK – repair or replace leaking meter	Current Code/ Engineering Standards	7 days
5	MTR ADJUST MT – adjust meter to different height or location	Current Code/ Engineering Standards	12 days
6	MTR BOX BROKEN- repair or replace broken meter box	Current Code/ Engineering Standards	7 days
7	WATER DIRTY – respond to water quality complaint	Dept. of Health Standards	3 days
8	WATER LEAK – repair water leak	Current Code/ Engineering Standards	7 days
9	WATER MAIN BREAK – repair major water main break	Current Code/ Engineering Standards	1 day
10	WATER ODOR – respond to water quality complaint	Dept. of Health Standards	3 days
11	WATER PRESSURE LOW – respond to water quality complaint	Dept. of Health Standards	3 days
12	BOIL WATER NOTICE	Dept. of Health Standards	Immediate
13	DROP IN METER – install meter at location with service and box	Current Code/ Engineering Standards	10 days
14	INSTALL HYDRANT – install new fire hydrant where one does not exist	Current Code/ Engineering Standards	17 days
15	INSTALL VALVE – install new water valve	Current Code/ Engineering Standards	17 days
16	INSTALL WTR MAIN – install new water main	Current Code/ Engineering Standards	17 days

17	INSTALL METER – install new water meter	Current Code/ Engineering Standards	17 days
18	INSTALL YARD METER – install new yard or irrigation meter	Current Code/ Engineering Standards	17 days
19	LOCATE SERVICE CONNECTION – determine and mark location of city water and sewer service lines	Per Mississippi One Call Requirements	2 days
20	LOCATE WTR MAIN – determine and mark location of city water and sewer mains	Per Mississippi One Call Requirements	2 days
22	WATERTAP – install new water tap and service line	Current Code/ Engineering Standards	14 days

Appendix D

Benchmarks & Performance Criteria – Water Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
23	WATER WELL MAINTENANCE	Federal, State, & Local Requirements	On going
24	FIRE HYDRANT MAINTENANCE	Federal, State, & Local Requirements	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix E

Benchmarks & Performance Criteria – Sewer Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
25	LIFTSTAOUT – respond to lift station problems	As needed	Immediate
26	LIFTSTAOVERFLOW – respond to lift station problems	As needed	Immediate
27	MANHOLEBROKEN – repair manhole	Current Code/ Engineering Standards	7 days
28	MANHOLELIDMISSING – replace lid	Current Code/ Engineering Standards	3 days
29	SDRESSUPAREA - clean and grade area and provide proper erosion control	Current Code/ Engineering Standards	7 days
30	SEWERBACKUP – clean and unplug sewer line	Federal, State, & Local Requirements	Immediate
31	SEWERCAVEIN – determine cause and repair cave-in	Current Code/ Engineering Standards	7 days
32	SEWERLEAK – determine cause and repair leak	Current Code/ Engineering Standards	Immediate
33	CAMERASEWERLINES	Federal, State, & Local Requirements	7 days
34	INSTALLSEWERMAIN – install new sewer main to replace existing	Current Code/ Engineering Standards	Emergency: 3 days Non-Emergency: 7 days
35	INSTALLSEWERTAP - install new sewer tap and service line	Current Code/ Engineering Standards	14 days
36	LOCATE CITY SEWERLINE – determine and mark location of city sewer main	Per Mississippi One Call Requirements	2 days
37	SMOKETEST	Federal, State, & Local Requirements	17 days

APPENDIX F

Benchmarks & Performance Criteria – Sewer Routine Maintenance

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
38	SEWER SYSTEM & LIFT STATION MAINTENANCE	Federal, State, & Local Requirements	On going
39	SMOKE TESTING – Continuous program	Federal, State, & Local Requirements	On going
40	TV INSPECTION – Continuous program	Federal, State, & Local Requirements	On going
41	DYE TESTING – Continuous program	Federal, State, & Local Requirements	On going
42	CLEANING – Continuous	Federal, State, & Local Requirements	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX G

Benchmarks & Performance Criteria – Street Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
43	BROKEN DRIVEWAY – Repair concrete, asphalt, or limestone driveway in city right-of-way or resulting from city damage	Current Code/ Engineering Standards	14 days
44	BROKEN SIDEWALK – Repair concrete sidewalk to include ADA standards	Current Code/ Engineering Standards plus ADA	22 days
45	CAVE IN – Determine cause and repair settled locations in right-of-way or easements.	Current Code/ Engineering Standards	Emergency: Immediate Non-Emergency: 7 days
46	CURB BROKEN – Repair concrete curb	Current Code/ Engineering Standards	22 days
47	CURRENT NEW CONSTRUCTION – Problems associated with new projects in progress	Current Code/ Engineering Standards	As needed
48	GUARDRAIL – Repair or install guardrails	Current Code/ Engineering Standards	12 days
49	HIGH GRASS – Cut grass by request of Public Works or City Manager	Current Code/ Engineering Standards	As needed
50	LITTER – Pick up litter upon request of Public Works or City Manager	Remove all litter in designated area	5 days
51	OILSPILL – Respond to assist in emergency cleanup of chemicals	Federal, State, & Local Requirements	3 days
52	PATCH CUT ACROSS – Repair utility cut across	Current Code/ Engineering Standards	4 days
53	POTHOLE – Patch pothole with asphalt	Current Code/ Engineering Standards	4 days
54	ROAD BLOCKAGE – Remove blockage from roadway such as tree.	Current Code/ Engineering Standards	As needed

Note: Emergency repairs are at the discretion of Public Works Director or City Manager.

55	SIDEWALK OVERGROWN – Trim and cut grass along sidewalks *request beyond routine scheduling*	Current Code/ Engineering Standards	12 days
56	STREET SWEEPING – sweep streets with mechanical sweeper equipment *request beyond routine scheduling*	Current Code/ Engineering Standards	7 days
57	TRASH PICK UP – Upon request pick up excessive amounts trash and debris in City right-of-way that solid waste is not responsible for.	Current Code/ Engineering Standards	7 days
58	TREE LIMBS OVER GROWN – trim tree limbs	Current Code/ Engineering Standards	7 days
59	TREE REMOVAL – Remove trees in-house or contract depending on case.	Current Code/ Engineering Standards	7 days
60	EROSION ON CITY RIGHT OF WAY – Install erosion control	Current Code/ Engineering Standards	7 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX H

Benchmarks & Performance Criteria – Streets Routine

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
61	STREET SWEEPING – Sweep streets with mechanical sweeper	Current Code/ Engineering Standards	On going per schedule and upon request
62	POT HOLE PATCHING – Patch potholes so that all holes are repaired on each street	Current Code/ Engineering Standards	On going and upon request
63	GRASS CUTTING – cut grass	Current Code/ Engineering Standards	On going cover entire city every 6 weeks and per schedule for major thoroughfares
64	WEED TRIMMING & SIDEWALK CLEANING -	Current Code/ Engineering Standards	On going and upon request

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX I

Drainage Requests Performance Benchmarks

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
65	CATCH BASIN BROKEN – Repair concrete catch basin	Current Code/ Engineering Standards	22 days
66	CATCH BASIN NOT DRAINING – unplug and clean catch basin	Current Code/ Engineering Standards	3 days
67	DITCH NOT DRAINING – unplug and clean ditch	Current Code/ Engineering Standards	7 days
68	INSTALL PIPE – Remove and replace storm drain pipe	Current Code/ Engineering Standards	Non-Emergency: 32 days Emergency: Immediate upon request of PW or CM
69	OVERGROWN DITCH – Cut grass in ditch and regrade	Current Code/ Engineering Standards	12 days
70	STORM DRAIN PIPE – Remove and replace storm drain pipe	Current Code/ Engineering Standards	22 days
71	STORM PIPE BROKEN – Remove, replace, or repair storm drainpipe	Current Code/ Engineering Standards	12 days
72	STORM PIPE COLLAPSED – Remove, replace, or repair storm drainpipe	Current Code/ Engineering Standards	12 days
73	STORM PIPE PLUGGED – Unplug and clean storm drain	Current Code/ Engineering Standards	5 days
74	STREAM BANK EROSION – Install erosion control measures	Current Code/ Engineering Standards	7 days
75	WATER STANDING – Clean drainage system	Current Code/ Engineering Standards	12 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX J

Benchmarks & Performance Criteria – Drainage Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
76	DITCH CLEANING	Current Code/ Engineering Standards	On going per schedule and upon request
77	SUBSURFACE DRAINAGE SYSTEM CLEANING (PIPE & INLETS), Including videoing and weep hole cleaning of concrete channel	Current Code/ Engineering Standards and EPA Stormwater Phase II requirements	On going, as needed, and upon request

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX K

Organizational Chart, Minimum Wage Rates, Detailed Job Descriptions, Educational Requirements for Water, Sewer, Streets and Drainage and Other System Portions of Contract

*To be provided to CITY by SERVICE PROVIDER at contract start-up.

APPENDIX L

List of Annual Parades & Special Events / Holiday Schedule

- A. Mardi Gras Parade
- B. Christmas Parade
- C. Homecoming Parade
- D. Lights and Lagniappe
- E. Cruisin' the Coast
- F. Mullet Fest

APPENDIX M

Ditch Maintenance Plan (provided by SERVICE PROVIDER within 90 days of execution of Contract)

APPENDIX N

Street Sweeping Plan (provided by SERVICE PROVIDER within 90 days of execution of the contract)

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

Council Meeting:

September 19, 2023

Title:

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:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

Second Made by:

Vaughan ☐ Colledge ☐ George ☐ Jackson ☐ Gollott ☐ Anderson ☐ Elbin ☐

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

Action Taken:

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

ORDER NUMBER 000-2023

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 19, 2023.

Docket of Claims
Release date from 09/19/2023 thru 09/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN Account Number 001-000-300	233620	09/19/2023	09/01/2023			16,996.00	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 COURT ASSESSMENTS		08312023	09/01/2023			16,996.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	233621	09/19/2023	09/01/2023			1,108.00	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 SPECIAL ASSESSMENTS		08312023	09/01/2023			1,108.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	233622	09/19/2023	09/01/2023			50.00	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 INTERLOCK FEES		08312023	09/01/2023			50.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	233623	09/19/2023	09/01/2023			33.50	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 STATE ASSESSMENT		08312023	09/01/2023			33.50
001	RJ YOUNG COMPANY LLC Account Number 001-100-699 001-100-699 001-100-699 001-100-699	233624	09/19/2023	09/01/2023			302.02	
		Description		Invoice #	Date	P.O.	Amount	
		FNK100-01 RENTAL FEE		INV6489261	08/21/2023			196.74
		ADMIN FEE		INV6489261	08/21/2023			8.00
		MP C2504EX USAGE:B/W		INV6489261	08/21/2023			9.15
		MP C2504EX USAGE:COLOR		INV6489261	08/21/2023			88.13
001	JACKSON COUNTY ADULT DETENTION CENTER Account Number 001-010-696	233641	09/19/2023	09/06/2023			8,645.00	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 ADC CHGS		08312023	09/06/2023			8,645.00
001	CATALIS COURTS AND LAND RECORDS LLC Account Number 001-010-698	233642	09/19/2023	09/06/2023			1,495.00	
		Description		Invoice #	Date	P.O.	Amount	
		SEP 2023 COURT SUPPORT		308303272	09/01/2023			1,495.00
001	C SPIRE WIRELESS Account Number 001-100-699 001-100-699	233643	09/19/2023	09/06/2023			540.00	
		Description		Invoice #	Date	P.O.	Amount	
		NCIC EQUIP CHGS 3000652433		652433-26	08/01/2023			270.00
		NCIC EQUIP CHGS 3000652433		652433-27	09/01/2023			270.00
001	AGJ SYSTEMS & NETWORKS INC Account Number 001-092-606	233645	09/19/2023	09/06/2023			600.00	
		Description		Invoice #	Date	P.O.	Amount	
		BACKUP SERVER(2): DIS RECVRY		107393	09/01/2023			600.00
001	DIRECTV LLC Account Number 001-161-698	233646	09/19/2023	09/06/2023			175.00	
		Description		Invoice #	Date	P.O.	Amount	
		WEST STN: 022727663 (OCT)		X230914	09/14/2022			175.00
001	HOWARD LADNIER Account Number 001-170-635	233647	09/19/2023	09/06/2023			58.43	
		Description		Invoice #	Date	P.O.	Amount	
		POLARIS TAP CONN: SPORTSPLEX		PAS/06645	09/01/2023			58.43

Docket of Claims
Release date from 09/19/2023 thru 09/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	233648	09/19/2023	09/06/2023			1,193.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	08/31/2023		48.77	
	001-021-605	CITY MGR CELL PHONE		0030759348	08/31/2023		48.77	
	001-040-605	ADMIN CELL PHONE		0030759348	08/31/2023		83.25	
	001-090-605	BLDG-PLNG CELL PHONE		0030759348	08/31/2023		257.98	
	001-090-698	IPAD SERVICE (3)		0030759348	08/31/2023		103.44	
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	08/31/2023		146.31	
	001-161-605	FIRE DEPT CELL PHONES		0030759348	08/31/2023		146.31	
	001-170-605	RECREATION CELL PHONES		0030759348	08/31/2023		205.00	
	001-205-605	MAINT CELL PHONES		0030759348	08/31/2023		153.52	
001	46 ENTERTAINMENT INC	233649	09/19/2023	09/06/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1867	09/05/2023		6,500.00	
001	COOPER FAMILY MED CENTER	233650	09/19/2023	09/06/2023			230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	ACADEMY PHYSICAL: HOLLOWAY,A		956	08/30/2023		100.00	
	001-100-604	EKG/VISION/AUDIO: HOLLOWAY,A		956	08/30/2023		130.00	
001	RELX INC DBA LEXISNEXIS	233654	09/19/2023	09/06/2023			127.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2023 4254VNBSY		3094679992	08/31/2023		127.30	
001	FUELMAN	233655	09/19/2023	09/06/2023			4,110.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65029933	09/04/2023		140.04	
	001-100-525	UNL FUEL		NP65029933	09/04/2023		3,229.46	
	001-161-525	UNL&DSL FUEL		NP65029933	09/04/2023		493.22	
	001-170-525	UNL FUEL		NP65029933	09/04/2023		247.35	
001	ELAN FINANCIAL SERVICES	233657	09/19/2023	09/06/2023			4,849.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	RTN CR: CHEER FIT KIT		08222023	08/23/2023		-200.00	
	001-170-502	FLAG FOOTBALL INSURANCE		08142023	08/15/2023		115.00	
	001-094-559	RIBBON (3): GRAND OPENINGS		08172023	08/18/2023		14.97	
	001-170-502	FOOTBALL JERSEY (44)		08182023	08/21/2023		1,320.00	
	001-170-502	FOOTBALL SHORT (44)		08182023	08/21/2023		430.00	
	001-170-502	FOOTBALL FLAG BELT (64)		08182023	08/21/2023		100.00	
	001-170-502	STANDARD FOOTBALL (9)		08182023	08/21/2023		70.00	
	001-001-509	T-SHIRT: GMYC (28)		08212023	08/22/2023		114.45	
	001-092-520	FISH DIPLOID (10): RETN PONDS		08242023	08/25/2023		89.61	
	001-170-502	COACH SHIRT (9)		08282023	08/29/2023		135.00	
	001-170-635	MINI SPLIT AC SYS FRAZIER RR		08292023	08/30/2023		2,585.89	
	001-092-606	ONEWAY APP: SEP 2023		09022023	09/05/2023		75.00	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WASTE PRO - GAUTIER	233662	09/19/2023	09/06/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001331205	08/31/2023			35.00
	001-170-698	BACOT PORT O LET(2)		0001331245	08/31/2023			250.00
001	M & E FEED & SEED	233663	09/19/2023	09/06/2023			38.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		747908	09/01/2023			38.50
001	LEE N BOND, CUSTODIAN	233678	09/19/2023	09/11/2023			569.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	CAR TAGS (4)		02062023	02/06/2023			48.00
	001-100-535	UNIFORM ALTERATIONS: MCGHEE		04112023	04/11/2023			50.28
	001-100-559	TAG RENEWAL (2)		05022023	05/02/2023			44.25
	001-100-559	TAG RENEWAL (3)		05162023	05/16/2023			44.25
	001-100-559	BULB FOR F150: HUNTER		05242023	05/24/2023			10.95
	001-100-559	8CT BATTERY C		06072023	06/07/2023			14.96
	001-100-525	FUEL REMB: BOND		06082023	06/08/2023			25.00
	001-100-525	FUEL REMB: ALLMAND		06082023	06/08/2023			20.00
	001-100-525	FUEL REMB: ALLMAND		06082023	06/08/2023			20.00
	001-100-525	FUEL REMB: ALLMAND		06082023	06/08/2023			20.00
	001-100-525	FUEL REIMB: ALLMAND		06082023	06/08/2023			20.00
	001-100-525	FUEL REIMB: ALLMAND		06082023	06/08/2023			20.00
	001-100-559	TITLE NEW UNITS (6)		06132023	06/13/2023			72.00
	001-100-559	TAG RENEWAL (2)		06142023	06/14/2023			29.50
	001-100-689	JC SHELTER: XYLAZINE (2)		07102023	07/10/2023			44.00
	001-100-559	12CT LITHIUM BATTERY		07112023	07/11/2023			33.68
	001-100-559	BUILDING KEY (6)		08292023	08/29/2023			30.00
	001-100-500	FILE DIVIDERS: CID		08302023	08/30/2023			10.65
	001-100-559	TAG RENEWAL: ACO		09012023	09/01/2023			12.00
001	CHASSITY BILBO, CUSTODIAN	233679	09/19/2023	09/11/2023			105.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	CAR WASH: VAN		11012022	11/01/2022			20.00
	001-170-511	DONUTS: SR PAINT EVENT		02272023	02/27/2023			18.90
	001-170-511	DONUTS: SR PAINT EVENT		03272023	03/27/2023			9.45
	001-170-559	CAR WASH: GREY VAN		04262023	04/26/2023			20.00
	001-170-559	CAR WASH: WHITE GMC		05162023	05/16/2023			6.00
	001-170-559	SENIOR CENTER KEY		06152023	06/15/2023			2.88
	001-170-559	CAR WASH: RED F150		06272023	06/27/2023			6.00
	001-170-559	CAR WASH: GREY VAN		08242023	08/24/2023			10.00
	001-170-559	TAG RENEWAL: RED F150		06282023	06/28/2023			12.00
001	SHERRY FARABEE, CUSTODIAN PETTY CASH	233680	09/19/2023	09/11/2023			38.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	GLUE STICKS: MG FLOAT		02102023	02/10/2023			2.68
	001-100-559	REPLACE TITLE: ACO TRUCK		02072023	02/07/2023			9.00
	001-090-559	TITLE: FORD FOCUS		06132023	06/13/2023			10.00
	001-092-607	CERT MAIL: GULF BREEZE		07252023	07/25/2023			8.56
	001-092-607	CERT MAIL: MERC NATL BOND CO		07252023	07/25/2023			8.56

Docket of Claims
Release date from 09/19/2023 thru 09/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	233681	09/19/2023	09/11/2023			20.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	HD WIRE TIE; ATO FUSE 40PK		1403323062	08/18/2023			20.65
001	SCOTT ANKERSON, CUSTODIAN	233682	09/19/2023	09/11/2023			121.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	DOOR HANDLE: VAN		04062023	04/06/2023			6.59
	001-205-570	STEERING WHEEL SECTOR:VAN		04062023	04/06/2023			17.28
	001-205-570	TRAILER HITCH: MAINT TRK		05212023	05/21/2023			15.39
	001-090-559	STORAGE BOX: CODE ENFORCEMENT		06112023	06/11/2023			14.92
	001-090-559	TAG: FORD FOCUS PLNG		06232023	06/23/2023			12.00
	001-090-559	TAG CE/MAINT: JEEP & F250		06282023	06/28/2023			24.00
	001-090-500	48PK AA & 20PK AAA BATTERY		08212023	08/21/2023			17.04
	001-090-500	HIGHLIGHTERS; DRY ERASE MKRS		08272023	08/27/2023			4.28
	001-090-559	IPHONE CHARGER 2PK		09072023	09/27/2023			9.62
001	SUN HERALD ADVERTISING	233683	09/19/2023	09/11/2023			341.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	DISP AD: FY24 BUDGET HEARING		210225	08/31/2023			300.00
	001-090-615	PUBLIC NOTICE: GPC 23-29-UDO		210225	08/31/2023			20.88
	001-090-615	PUBLIC NOTICE: GPC 23-28-SE		210225	08/31/2023			20.88
001	MS MUNICIPAL COURT CLERK ASSOCIATION	233684	09/19/2023	09/11/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-682	FY2023 DUES: STEWARD, M		10312023	04/01/2023			100.00
001	BALBINA CALDWELL	233685	09/19/2023	09/11/2023			112.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	COURT INTERPRETER: C# 218061		07242023	07/24/2023			56.00
	001-010-698	COURT INTERPRETER: C# 218597		08142023	08/14/2023			56.00
001	SPARKLIGHT	233686	09/19/2023	09/11/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	SEP 2023:SR BLDG#120793682		09012023	09/01/2023			96.73
001	SPARKLIGHT	233687	09/19/2023	09/11/2023			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEP 2023:#107571481		09012023	09/01/2023			149.20
001	ACE DATA STORAGE INC	233689	09/19/2023	09/11/2023			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2023 SHREDDING SERVICE		0093679	09/01/2023			105.00
001	TEC	233690	09/19/2023	09/11/2023			123.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1096085	09/01/2023			123.23

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTSCONDUCTOR LLC DBA JARVIS	233691	09/19/2023	09/11/2023			359.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	CHEER AUG 2023 (28)		5875	09/01/2023			110.60
	001-170-502	FOOTBALL AUG 2023 (63)		5875	09/01/2023			248.85
001	RJ YOUNG COMPANY LLC	233693	09/19/2023	09/11/2023			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6519287	09/06/2023			38.00
	001-100-699	RICO IM C2500:BASE FEE		INV6519287	09/06/2023			37.55
001	STEINER SAW & MOWER	233694	09/19/2023	09/11/2023			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	PRIMER BULB (10): WEEDEATERS		093090	08/08/2023			50.00
	001-170-639	CS 2 CYCLE OIL: REC EQUIP		893074	08/28/2023			70.00
	001-170-639	18" STIHL CHAINS (3): MS250		893074	08/28/2023			72.00
	001-170-639	12" CHAIN: REC EQUIP		893074	08/28/2023			18.00
001	PASCAGOULA TIRE & SERVICE INC	233695	09/19/2023	09/11/2023			69.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TPMS SENSOR: #12416		113143	09/01/2023			69.99
001	AUTOZONE INC	233696	09/19/2023	09/11/2023			73.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	R134A; ORING KIT: #12405		4907441078	08/16/2023			19.29
	001-161-638	BLUE DEF DSL EXH FLUID: FD		4907445085	08/23/2023			53.98
001	AUTO TRUCK AND TRAILER PARTS INC	233699	09/19/2023	09/11/2023			785.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	MARKER LIGHT(3): 43104 CMD		307934	08/04/2023			11.85
	001-161-638	MRKR LIGHT(4);BASE(2): 43104		307937	08/04/2023			20.80
	001-100-570	OIL FILTERS (24): PD UNITS		307933	08/08/2023			142.80
	001-161-638	AIR BRK SWITCH(2): E1 & E2		307999	08/08/2023			31.90
	001-170-639	TOGGLE SWITCH; BATTERY CABLE		308049	08/09/2023			12.60
	001-170-639	ELECTRIC CLEANER: REC EQUIP		308055	08/09/2023			7.45
	001-161-638	MRKR LIGHT(3);BASE(2): 43104		308121	08/14/2023			16.55
	001-161-638	GASKET KIT: E5		308295	08/21/2023			71.45
	001-100-570	KEY FOB BATTERY 25PK: PD VEHS		308296	08/21/2023			30.37
	001-100-570	BOX RAGS (2): PD VEHS		308298	08/21/2023			62.90
	001-161-638	3/4" SOCKET; 15/16" SCKT: E2		308299	08/21/2023			42.80
	001-161-638	ADAPTER; ALLEN WRENCH: E2		308304	08/21/2023			73.58
	001-161-638	EXHAUST GASKET: E2		308331	08/22/2023			95.20
	001-161-638	CLAMP (2); ATF FLUID: E2		308472	08/29/2023			33.75
	001-161-638	FLTR; OIL FLTR; FUEL FLTR: E2		308484	08/29/2023			111.60
	001-161-638	RTN CR: 5" CLAMP		308484	08/29/2023			-5.10
	001-170-639	ELECTRICAL PARTS: EXMARK		308490	08/29/2023			11.95
	001-170-639	BATTERY CABLE END: REC EQUIP		308501	08/29/2023			2.95
	001-170-639	FUSE KIT: REC EQUIP		308531	08/30/2023			10.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	233700	09/19/2023	09/12/2023			4,442.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	WIPER BLADE (2): #93645	1978298210	07/31/2023			5.98	
	001-170-638	WAX;WAX PADS;ADAPTER: #93645	1978298227	07/31/2023			24.27	
	001-161-638	IGN LOCK HOUSING: BRUSH TRK	1978298496	08/02/2023			157.38	
	001-161-638	ALTERNATOR: E5	1978298497	08/02/2023			920.23	
	001-161-638	31-5T BATTERY (3): E5	1978298497	08/02/2023			409.35	
	001-161-638	LOCKPLATE TOOL: BRUSH TRK	1978298541	08/02/2023			21.99	
	001-100-570	CABIN AIR FILTER: ACO 19591	1978298541	08/07/2023			10.39	
	001-161-638	TIE ROD (2): CMD 33	1978299156	08/07/2023			169.29	
	001-205-639	AC MACHINE COVER: SHOP	1978299158	08/07/2023			127.98	
	001-161-638	BLUE DEF 2.5 GAL (2): E5	1978299223	08/08/2023			49.98	
	001-161-638	TIE ROD: CMD 33	1978299417	08/09/2023			157.99	
	001-161-638	STEERING DRAG LINK: CMD 33	1978299418	08/09/2023			143.99	
	001-100-570	FUEL TRANSFER UNIT: #12406	1978299419	08/09/2023			143.44	
	001-100-570	FUEL PUMP ASSY: #12406	1978299420	08/09/2023			116.27	
	001-205-559	RENTAL: PITTMAN ARM PULLER	1978299444	08/09/2023			21.99	
	001-205-559	RTN CR: PITTMAN ARM PULLER	1978299479	08/10/2023			-21.99	
	001-205-559	RENTAL: WEDGE TOOL	1978299479	08/10/2023			10.99	
	001-205-559	RENTAL: TIE ROD CUTTER	1978299484	08/10/2023			49.99	
	001-205-559	RENTAL: TIE ROD REMVR;PULLER	1978299522	08/10/2023			51.98	
	001-205-559	RTN CR: WEDGE TOOL	1978299522	08/10/2023			-10.99	
	001-170-639	SPLICE;FUSE HLDR;TAPE: EXMARK	1978299536	08/10/2023			15.72	
	001-205-559	RTN CR: TIE ROD RMVR; PULLER	1978299541	08/10/2023			-51.98	
	001-100-570	A/C SEAL KIT: #14399	1978299543	08/10/2023			18.03	
	001-205-559	RTN CR: TIE ROD CUTTER	1978299552	08/10/2023			-49.99	
	001-170-559	DIAG PLIER: REC SHOP	1978300007	08/14/2023			12.99	
	001-170-638	WTR PUMP; MICRO V BELT:#93645	1978300172	08/15/2023			69.41	
	001-170-638	ANTIFREEZE GAL (2): #93645	1978300172	08/15/2023			23.98	
	001-170-638	CRANKSHAFT SENSOR: #93645	1978300198	08/15/2023			30.15	
	001-170-639	BATTERY; BTRY CABLE: EXMARK	1978300303	08/16/2023			78.92	
	001-170-639	CORE RTN: BATTERY	1978300304	08/16/2023			-10.00	
	001-100-570	A/C SEAL KIT (3): PD UNITS	1978300306	08/16/2023			54.09	
	001-100-570	VALVE CORE REMOVER: PD UNITS	1978300306	08/16/2023			16.34	
	001-161-638	OIL PRESSURE UNIT: CMD 33	1978300307	08/16/2023			7.39	
	001-100-570	BRAKE PADS; ROTOR(2): #17120	1978300391	08/17/2023			129.99	
	001-100-570	QT OIL (9): #17120	1978300395	08/17/2023			55.71	
	001-205-559	OIL ABSORBENT (3): SHOP	1978300396	08/17/2023			29.97	
	001-205-570	OIL FILTER; 5QT OIL: #39091	1978300496	08/18/2023			36.67	
	001-161-638	FUEL HOSE;CLAMPS(10): E5	1978300503	08/18/2023			42.90	
	001-161-638	ANTIFREEZE GAL (3): E5	1978300503	08/18/2023			62.97	
	001-100-570	HEAD LAMP BULB: PD UNIT	1978300757	08/19/2023			15.31	
	001-161-638	BRK PADS(4);ROTORS(2): #89440	1978300891	08/21/2023			175.37	
	001-100-570	4OZ GREASE (2): PD UNITS	1978300892	08/21/2023			16.98	
	001-205-559	BRAKE CLEANER (12): SHOP	1978300893	08/21/2023			35.88	
	001-170-638	HUB ASSEMBLY: 2012 F150	1978300896	08/21/2023			264.54	
	001-161-638	4OZ AIR TOOL OILER: E2	1978300935	08/21/2023			5.29	
	001-170-638	RTN CR: HUB ASSEMBLY	1978300945	08/21/2023			-264.54	
	001-161-638	HUB ASSEMBLY: #89440	1978300946	08/21/2023			132.27	
	001-161-639	FUEL LINE(4): CMD GENERATOR	1978300985	08/22/2023			4.44	

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001	O'REILLY AUTO PARTS	233700	09/19/2023	09/12/2023			4,442.83	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	HUB ASSEMBLY: #89440		1978300987	08/22/2023			132.27
	001-161-638	AIR FLTR; WIPER (2): #89440		1978300998	08/22/2023			31.33
	001-100-570	LATERAL CTRL ARM (2): #12405		1978301121	08/23/2023			154.14
	001-161-638	DPR PRESSURE SENSOR: E2		1978301252	08/24/2023			184.49
	001-161-638	FUEL SENDING UNIT (2): E1-E2		1978301253	08/24/2023			89.98
	001-170-638	ORIFICE TUBE;VLV CORE:SSP VAN		1978301256	08/24/2023			6.84
	001-100-570	CTRL ARM ASSY: #16223		1978301695	08/28/2023			82.46
	001-100-570	CTRL ARM ASSY: #12416		1978301695	08/28/2023			82.46
	001-100-570	CTRL ARM ASSY: #16223		1978301696	08/28/2023			79.78
	001-100-570	CTRL ARM ASSY: #12416		1978301696	08/28/2023			79.78
001	MISSISSIPPI POWER	233706	09/19/2023	09/12/2023			2,310.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	AUG 2023 LEASE: BACOT		0796886005	09/06/2023			1,155.00
	001-170-628	SEP 2023 LEASE: BACOT		0796886005	09/06/2023			1,155.00
001	BLOSSMAN GAS INC	233708	09/19/2023	09/12/2023			206.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	71.1 GAL PROPANE		24820920	09/02/2023			191.26
	001-161-630	COMPLIANCE FEE NT		24820920	09/02/2023			14.99
001	AIRGAS USA LLC	233709	09/19/2023	09/12/2023			338.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5501816899	08/31/2023			338.08
001	CINTAS CORPORATION	233711	09/19/2023	09/12/2023			669.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	AUG 02 2023 MAINT		4163373200	08/02/2023			133.91
	001-205-535	AUG 09 2023 MAINT		4164065585	08/09/2023			133.91
	001-205-535	AUG 16 2023 MAINT		4164759865	08/16/2023			133.91
	001-205-535	AUG 23 2023 MAINT		4165482133	08/23/2023			133.91
	001-205-535	AUG 30 2023 MAINT		4166183185	08/30/2023			133.91
001	LOWES HOME CENTERS INC	233712	09/19/2023	09/12/2023			5,468.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	SHOWER UNIT;CEILING TILE:SFD		981231	07/12/2023			2,183.56
	001-161-635	VENT FAN(4): FIRE STNS		981231	07/12/2023			475.24
	001-161-635	ROOF CAP(8);MATRLS: FIRE STNS		981231	07/12/2023			359.65
	001-205-559	14" SS MUD PAN		901211	07/25/2023			16.14
	001-161-635	PAINT;GROUT;MOLDING;BASEBD:SFD		901210	07/25/2023			145.15
	001-170-559	CAUTION TAPE;MRKR FLAGS: REC		901601	07/26/2023			25.14
	001-161-559	SHWR CURTAIN;ROD;RINGS: FD		901506	07/26/2023			36.04
	001-161-559	COMMERCIAL TOILET SEAT: FD		901506	07/26/2023			28.48
	001-161-635	SCREWS;PAINT;CHIP BRSH: SFD		960307	07/26/2023			19.78
	001-170-634	2X4X12 TRTD #2 (22): BHAYES		901879	07/27/2023			167.20
	001-170-634	1X4X4 TRTD LUMBER(10):BHAYES		901879	07/27/2023			46.80
	001-170-634	STL ROD(11);HARDWARE: BHAYES		901879	07/27/2023			37.45
	001-205-559	PC 10" BENCH DRILL PRESS		901014	07/28/2023			189.05
	001-161-559	32CT NIAGARA WATER (60)		964076	07/28/2023			360.80
	001-170-639	HARDWARE: BENCH REPR		960338	07/31/2023			11.32
	001-170-634	STL ROD: BHAYES		987302	07/31/2023			4.92

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001	LOWES HOME CENTERS INC	233712	09/19/2023	09/12/2023			5,468.59	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	GRILLE; VENT SCREEN: C HALL		988259	08/01/2023			52.93
	001-092-635	ALGAECIDE; WASP SPRY: FOUNTAIN		988259	08/01/2023			38.89
	001-161-510	MOP COMBO (4): FIRE DEPT		901042	08/01/2023			68.32
	001-170-635	RTN CR: CIRCUIT BREAKER		915896	08/02/2023			-39.89
	001-170-635	THERMOSTAT; CIRC BRKR: FRASIER		901318	08/02/2023			58.87
	001-170-635	2' CROSS TEE (8): SFD		901673	08/03/2023			18.56
	001-092-635	925L RND LED 6PK: CHALL		901800	08/04/2023			56.99
	001-161-559	ROOF COATING; 2' CROSSTEE: SFD		901799	08/07/2023			30.61
	001-170-634	2X8X8 TRTD LUMBER: GM PIER		901081	08/08/2023			10.45
	001-170-634	ORTHENE 12OZ ANT (6)		901471	08/09/2023			79.68
	001-205-520	SUPPLIES: RETENTION PONDS		901437	08/09/2023			41.22
	001-201-559	CR SALES TAX: INV# 973195		901375	08/09/2023			-.66
	001-201-559	80LB QKRETE (5); TRFL: SIGN INST		960459	08/09/2023			30.29
	001-201-559	80LB QKRETE (2): SIGN INSTALL		973195	08/09/2023			10.12
	001-201-559	HARDWARE: SIGN INSTALL		960520	08/10/2023			1.41
	001-161-635	THERMOSTAT: SFD ATTIC FAN		982681	08/14/2023			37.59
	001-170-639	12" BASIN KIT: GM SPLASHPAD		960571	08/14/2023			66.49
	001-161-635	CR SALES TAX: INV# 982681		915603	08/14/2023			-2.46
	001-161-559	50PK MICROFIBER CLOTH		987111	08/16/2023			16.61
	001-205-635	RESTROOM REPR: MAINT SHOP		901212	08/16/2023			240.20
	001-170-577	NET REPR: BUDDY DAVIS		901478	08/17/2023			20.86
	001-205-635	RTN CR: 1.5" S40 CAP		989937	08/18/2023			-1.97
	001-205-635	2" PVC DWV CAP: M-SHOP RRM		989938	08/18/2023			2.64
	001-205-635	1.5" S40 CAP (2): M-SHOP RRM		960675	08/18/2023			3.94
	001-161-510	166OZ ARMHAM W/ OXI DETERGENT		901138	08/19/2023			15.23
	001-205-635	CR SALES TAX: INV# 901525		901526	08/21/2023			-.66
	001-205-635	DE PT PICKET (5): M-SHOP RRM		901525	08/21/2023			10.06
	001-170-639	SUPPLIES: TRAILER REPR		901458	08/21/2023			82.52
	001-205-635	HINGE SET (2); PICKET (6): MSHOP		901468	08/21/2023			29.48
	001-205-635	LOCTITE ADH: MAINT SHOP		915785	08/22/2023			9.49
	001-170-559	WORK GLOVES; 4PK SFTY GLASSES		960737	08/22/2023			32.28
	001-205-635	RESTROOM REPR: MAINT SHOP		997782	08/22/2023			106.54
	001-170-639	LE 2LB MIG WIRE: TRLR REPR		901941	08/23/2023			22.79
	001-170-635	2" HUB; SCREWS: SPORTSPLEX		999469	08/23/2023			18.30
	001-205-635	9.5" ROLLER: M-SHOP RESTRM		915895	08/23/2023			10.91
	001-170-559	8PK AA BTRY; DGTL TIMER		901028	08/23/2023			46.99
	001-100-635	25' FLEX DUCT; CONN; SUPPLIES		901235	08/24/2023			107.83
	001-161-510	VACUUM FILTER (2): CFD		901324	08/24/2023			28.42
001	FUELMAN	233714	09/19/2023	09/13/2023			4,847.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65070431	09/11/2023			116.41
	001-100-525	UNL FUEL		NP65070431	09/11/2023			3,457.81
	001-161-525	UNL&DSL FUEL		NP65070431	09/11/2023			597.59
	001-170-525	UNL&DSL FUEL		NP65070431	09/11/2023			599.72
	001-205-525	DSL FUEL		NP65070431	09/11/2023			76.38
001	AUTO TRUCK AND TRAILER PARTS INC	233722	09/19/2023	09/13/2023			1,625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TAS85033A GEAR BOX: E2		308106	08/11/2023	231139		1,625.00

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001	REYNOLDS WHOLESALE CO	233723	09/19/2023	09/13/2023			49.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	36" WIDE ROLL WHITE PAPER		75227	09/06/2023	231257		49.50
001	PASCAGOULA SHEET METAL WORKS INC	233724	09/19/2023	09/13/2023			66.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	20' 3/16X1.5 CARBON STL ANGLE		79776	09/11/2023	231191		66.72
001	MID SOUTH UNIFORM & SUPPLY INC	233725	09/19/2023	09/13/2023			1,316.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	TAC PANT NAVY (2)		641342	07/21/2023	230627		198.34
	001-100-535	COVERT TAC PANT NAVY (2)		641342	07/21/2023	230627		198.34
	001-100-535	SS FLXSKN BASE SHIRT NAVY(3)		641342	07/21/2023	230627		211.26
	001-100-535	LS FLXSKN SHIRT NAVY (3)		641342	07/21/2023	230627		236.25
	001-100-535	TEX TROP BLOUSE SS NAVY		641342	07/21/2023	230627		60.83
	001-100-535	TEX TROP2 LS BLOUSE NAVY		641342	07/21/2023	230627		60.83
	001-100-535	SEW ON PATCHES GPD (16)		641342	07/21/2023	230627		32.00
	001-100-535	COVERT TAC PANT NAVY		641342	07/21/2023	230627		99.17
	001-100-535	PANT SENTRY NAVY		641342	07/21/2023	230627		54.71
	001-100-535	PANT SENTRY NAVY		641342	07/21/2023	230627		54.71
	001-100-535	TEX TROP LADIES PANT NAVY		641342	07/21/2023	230627		90.00
	001-100-535	SHIPPING		641342	07/21/2023	230627		20.00
001	GULF STATES DISTRIBUTORS	233726	09/19/2023	09/13/2023			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	CS TGL 12-8 12GA 8-SHOT		1451019-IN	08/03/2023	230237		105.00
001	MS FIRE ACADEMY	233727	09/19/2023	09/13/2023			415.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE SVC MGMT 101: ROS,M		31244	09/08/2023	231041		415.00
001	MS ASSOC OF CHIEFS OF POLICE	233728	09/19/2023	09/13/2023			197.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	POLICE OFFICER TEST (10)		SA55366	09/01/2023	231200		175.00
	001-022-660	SHIPPING		SA55366	09/01/2023	231200		22.00
001	CUSTOM PRODUCTS CORPORATION	233729	09/19/2023	09/13/2023			2,661.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGNS (28)		395281	07/19/2023	231043		904.40
	001-201-565	NO OUTLET (4)		395281	07/19/2023	231043		133.00
	001-201-565	DEAD END (4)		395281	07/19/2023	231043		133.00
	001-201-565	NO DUMPING (6)		395281	07/19/2023	231043		82.62
	001-201-565	NO LITTERING (6)		395281	07/19/2023	231043		82.62
	001-201-565	CURVE LEFT (4)		395281	07/19/2023	231043		205.00
	001-201-565	CURVE RIGHT (4)		395281	07/19/2023	231043		205.00
	001-201-565	SLOW: CHILDREN AT PLAY (10)		395281	07/19/2023	231043		237.60
	001-201-565	SLOW: WE LOVE OUR CHILDREN(10)		395281	07/19/2023	231043		253.00
	001-201-565	OBJECT MARKER RIGHT (6)		395281	07/19/2023	231043		152.16
	001-201-565	OBJECT MARKER LEFT (6)		395281	07/19/2023	231043		152.16
	001-201-565	FREIGHT		395281	07/19/2023	231043		121.19

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001	DOLPHIN SAFETY SUPPLY INC	233732	09/19/2023	09/13/2023			34.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-535	STL TOE RAINBOOT SZ 10		000005	09/06/2023	231266		34.99
001	PASCAGOULA TIRE & SERVICE INC	233733	09/19/2023	09/13/2023			1,300.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	FS FIREHAWK PURSUIT(4):#12405		113089	08/28/2023	231194		472.04
	001-100-570	INSTL PACKAGE: #12405		113089	08/28/2023	231194		98.00
	001-100-570	4 WHL ALIGNMENT: #12405		113089	08/28/2023	231194		79.99
	001-100-570	FS FIREHAWK PURSUIT(4):#12416		113138	08/30/2023	231194		472.04
	001-100-570	INSTL PACKAGE (4): #12416		113138	08/30/2023	231194		98.00
	001-100-570	4 WHL ALIGNMENT: #12416		113138	08/30/2023	231194		79.99
001	STRUTHERS RECREATION LLC	233734	09/19/2023	09/13/2023			1,770.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	GT ADAPT SWING W/CHAIN (2)		1043140104	09/06/2023	231141		1,066.00
	001-170-634	GT ADAPT SWING SFTY BELT (2)		1043140104	09/06/2023	231141		394.00
	001-170-634	FREIGHT		1043140104	09/06/2023	231141		310.19
001	TYLER RIDGDELL DBA	233735	09/19/2023	09/13/2023			2,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	50 CY BROWN MULCH: CRUISIN		23082330	09/05/2023	231215		2,050.00
001	CLIFTON D BARLOW	233736	09/19/2023	09/13/2023			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	BAND 3:30-5:30 PM: CRUISIN		09302023	10/01/2023	231172		1,500.00
001	DIXIE GLASS	233738	09/19/2023	09/13/2023			1,505.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	DS WINDSHIELD (GASKET SET)		I055672	08/30/2023	231166		890.00
	001-161-638	LABOR TO INSTALL		I055672	08/30/2023	231166		300.00
	001-161-638	FREIGHT CHARGE		I055672	08/30/2023	231166		215.00
	001-161-638	BOXING & CRATING CHARGE		I055672	08/30/2023	231166		100.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	233739	09/19/2023	09/13/2023			249.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	SHARPIE HIGHLIGHTER 5PK (2)		3545560536	08/23/2023	231188		9.46
	001-100-500	RECEIPT BOOK 3-PART (4)		3545560536	08/23/2023	231188		41.00
	001-022-500	CORRECTION TAPE WHT 10/PK		3546822674	09/02/2023	231242		11.96
	001-022-500	AA BATTERY 24/PK		3546822674	09/02/2023	231242		14.55
	001-022-500	PB LEGAL FILE 2-DIV 10/BX (2)		3546822674	09/02/2023	231242		172.76
001	CITY ELECTRIC SUPPLY CO	233741	09/19/2023	09/13/2023			1,116.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	SIEMENS INDUS GF32NR:SPORTPLEX		PAS/089954	08/22/2023	231190		505.00
	001-170-635	EDISON ECNR150: SPORTPLEX		WB1/488907	08/22/2023	231190		135.00
	001-170-635	200A 7T MTR SOCKET: SPORTPLEX		GFP/011187	08/30/2023	231216		476.57

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001	CUPIT SIGNS OF MISSISSIPPI INC	233742	09/19/2023	09/13/2023			257.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	24X18 NO FISHING SIGN (6)		35810B	09/06/2023	231219		257.94
001	BILOXI AUTO RECYCLING INC	233743	09/19/2023	09/13/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	FUEL TANK: U #49		483422	08/22/2023	231168		100.00
001	ELEKTRA TECH ENTERTAINMENT	233745	09/19/2023	09/13/2023			2,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	SOUND & STAGE COVER: CRUISIN		2503	09/12/2023	231278		2,000.00
001	SOUTHERN TIRE MART LLC DEPT 143	233746	09/19/2023	09/13/2023			2,150.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FRONT END ALIGNMENT: CMD 333		2500134374	08/16/2023	231155		199.99
	001-161-638	BAL TIRE: CMD 333		2500134374	08/16/2023	231155		76.00
	001-161-638	SHOP SUPPLIES: CMD 333		2500134374	08/16/2023	231155		3.80
	001-161-638	315/80R22.5 TIRE (2): E2		2500135978	09/05/2023	231210		1,397.20
	001-161-638	TIRE CHANGE (2): E2		2500135978	09/05/2023	231210		80.00
	001-161-638	BALANCE TIRE (2): E2		2500135978	09/05/2023	231210		76.00
	001-161-638	VALVE STEM (2): E2		2500135978	09/05/2023	231210		13.90
	001-161-638	FRONT END ALIGNMENT: E2		2500135978	09/05/2023	231210		299.99
	001-161-638	SHOP SUPPLIES: E2		2500135978	09/05/2023	231210		3.80
001	MUNICIPAL EMERGENCY SERVICES INC	233747	09/19/2023	09/13/2023			377.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	BASE 1SF; TAC POLO (2): FINN		IN1926876	08/29/2023	230737		126.81
	001-161-535	APEX SHORT(2); PANT(2): FINN		IN1926876	08/29/2023			251.14
001	DORSETT PRODUCTIONS UNLIMITED LLC	233748	09/19/2023	09/13/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	HD LED VIDEO TRLR (2):CRUISIN		2010-4471	07/17/2023	231079		6,500.00
001	AMAZON CAPITAL SERVICE	233749	09/19/2023	09/13/2023			191.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	NO TRESPASS SIGN 4PK(2):SPRTPX		13WYNJKTJF	09/07/2023	231264		85.98
	001-090-500	36"X500' WIDE FORMAT PAPER(2)		1VDTL77YLM	09/07/2023	231267		105.60
001	WARREN PAVING INC	233751	09/19/2023	09/13/2023			432.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	5TNS ASPHALT: B PIERRE BRIDGE		81471	08/29/2023	231213		432.50
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	233752	09/19/2023	09/13/2023			1,058.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	DRIVE SHAFT: U #12405		5067521	08/29/2023	231208		1,058.75
001	OCCUPATIONAL HEALTH CENTER INC	233755	09/19/2023	09/13/2023			480.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: HOLLOWAY,A		328798	09/06/2023	231104		75.00
	001-100-604	PRE-EMP DRUG SCRIN: HOLLOWAY A		328798	09/06/2023	231104		70.00

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001	OCCUPATIONAL HEALTH CENTER INC	233755	09/19/2023	09/13/2023			480.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: SHUMOCK,C		328798	09/06/2023	231112		75.00
	001-100-604	PRE-EMP DRUG SCRIN: SHUMOCK,C		328798	09/06/2023	231112		70.00
	001-161-604	PRE-EMP PHYSICAL: KELLY,C		333849	09/06/2023	231201		75.00
	001-161-604	PFT: KELLY,C		333849	09/06/2023	231201		45.00
	001-161-604	COC DRUG SCREEN: KELLY,C		333849	09/06/2023	231201		70.00
001	AUDIOWAVE INC	233756	09/19/2023	09/13/2023			3,105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	SOS NFUSE 72" RED LT BAR: E1		A56607	05/03/2023	230826		1,900.00
	001-161-638	LABOR: E1		A56607	05/03/2023	230826		1,000.00
	001-161-638	SHOP SUPPLIES: E1		A56607	05/03/2023	230826		150.00
	001-161-638	SHIPPING: E1		A56607	05/03/2023	230826		55.00
001	DIXIE RUBBER & BELTING COMPANY	233763	09/19/2023	09/14/2023			278.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	1.25"X26" TANK TRUCK HOSE		231851	09/14/2023			278.70
001	C SPIRE WIRELESS	233764	09/19/2023	09/14/2023			970.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	09/11/2023			487.70
	001-100-605	DATA CARDS (14)		0032680896	09/11/2023			482.72
001	GOODGAMES INC	233765	09/19/2023	09/14/2023			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	4X8 BANNER: FB JAM SPONSOR		104199	09/08/2023	231269		125.00
001	PASCAGOULA SHEET METAL WORKS INC	233766	09/19/2023	09/14/2023			880.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	REPR HST MRKR:NEW ERA BAPTIST		79773	09/11/2023	231241		880.00
001	SINGING RIVER PAINT & BODY	233767	09/19/2023	09/14/2023			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	INSTL GRAPHICS: U# 11862		11862	09/14/2023	230972		300.00
001	T & N FEED & PET SUPPLIES	233769	09/19/2023	09/14/2023			149.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	FIELD MARK CHALK 50# BAG (15)		119224	09/13/2023	231280		149.25
001	CUPIT SIGNS OF MISSISSIPPI INC	233771	09/19/2023	09/14/2023			384.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	4X8 TASTY THURSDAY BANNER (2)		35706B	08/01/2023	231008		384.00
001	SPORTABOUT	233773	09/19/2023	09/14/2023			2,465.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YOUTH FTBL JERSEY (50)		10739	08/30/2023	231218		1,950.00
	001-170-502	ADD FTBL PANT (7)		10739	08/30/2023	231218		203.00
	001-170-502	LOGO CHEER UNIFORM (44)		10739	08/30/2023	231218		132.00
	001-170-502	COACH DRI FIT SHIRT W/LOGO (8)		10739	08/30/2023	231218		120.00
	001-170-502	FLAG BELTS SET OF 12		10739	08/30/2023	231218		60.00

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001	MOONSHOT RECREATION LLC	233774	09/19/2023	09/14/2023			904.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	AQUAVATOR RETRO KIT (2)		23-0064	09/13/2023	230889		804.00
	001-170-634	SHIPPING: SPLASH PAD SENSOR		23-0064	09/13/2023	230889		100.00
001	PERKINS TIRE & POLARIS	233775	09/19/2023	09/14/2023			1,137.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-638	245/65-17 GY FORTERA TIRE (4)		50562	07/13/2023	231051		420.52
	001-205-638	INSTALLATION FEE: FORD FOCUS		50562	07/13/2023	231051		116.00
	001-205-638	WHEEL ALIGNMENT: FORD FOCUS		50562	07/13/2023	231051		109.95
	001-205-638	195/60-15 GY ASSURANCE TIRE (4)		50563	07/13/2023	231051		265.16
	001-205-638	INSTALLATION FEE: G CHEROKEE		50563	07/13/2023	231051		116.00
	001-205-638	WHEEL ALIGNMENT: G CHEROKEE		50563	07/13/2023	231051		109.95
001	AUDIOWAVE INC	233776	09/19/2023	09/14/2023			2,090.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	INSTL EQUIPMENT: U #11816		A56975	09/12/2023	231207		1,840.00
	001-100-702	SHOP SUPPLIES		A56975	09/12/2023	231207		250.00
FUND TOTAL	1 Claims	to	Checks	82 Total	111,378.50 Manual	Held	Total	111,378.50

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171	CUSTOM PRODUCTS CORPORATION	233730	09/19/2023	09/13/2023			6,761.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	96X48 MADISON: SP DIRECT		398460	09/08/2023	231167		571.92
	171-176-779	72X36 MADISON: RV PARK		398460	09/08/2023	231167		325.55
	171-176-779	24X24/21X17 MADISON: ARCHERY		398460	09/08/2023	231167		85.31
	171-176-779	36X28 MONTICELLO: MARSHWALK		398460	09/08/2023	231167		136.15
	171-176-779	36X28 MONTICELLO: MARSHWALK		398460	09/08/2023	231167		136.15
	171-176-779	30X10 VINTAGE ARROW SIGN		398460	09/08/2023	231167		56.93
	171-176-779	36X28 MONTICELLO:UPR PRIMITIVE		398460	09/08/2023	231167		136.15
	171-176-779	36X18 OVAL/2-1: MARSHWALK		398460	09/08/2023	231167		189.56
	171-176-779	36X28 MONTICELLO: KAYAK		398460	09/08/2023	231167		136.15
	171-176-779	SIMPLE ARROW 24X08 (5)		398460	09/08/2023	231167		232.95
	171-176-779	72X48 MADISON: SHEPARD ST PARK		398460	09/08/2023	231167		431.14
	171-176-779	12X12 SC-SQ ARCHERY RULES(28)		398460	09/08/2023	231167		1,014.44
	171-176-779	SET-UP CHARGE REPEAT DESIGN		398460	09/08/2023	231167		95.00
	171-176-779	POST RND ALUM SMTH NO HOLE(8)		398460	09/08/2023	231167		1,228.56
	171-176-779	SIGN PANEL BRCKT 4" RND(16)		398460	09/08/2023	231167		324.64
	171-176-779	POST TOP FINIAL 4"OD RND (16)		398460	09/08/2023	231167		687.68
	171-176-779	POST U CHNL PNTD 8' 2LB (15)		398460	09/08/2023	231167		536.25
	171-176-779	10PK VANDAL RESIST HARDWR(3)		398460	09/08/2023	231167		91.11
	171-176-779	SKID CHARGE: QUOTE #B455495		398460	09/08/2023	231167		200.00
	171-176-779	FREIGHT EST: TIDELANDS		398460	09/08/2023	231167		146.04
FUND TOTAL 171 Claims	to	Checks	1 Total	6,761.68	Manual	Held	Total	6,761.68

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176	C SPIRE WIRELESS	233651	09/19/2023	09/06/2023			52.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	08/31/2023			52.98
176	PASCAGOULA SERVICE CENTER INC	233737	09/19/2023	09/13/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	STIHL CHAINSAW ADJUSTED CARB		08312023	08/31/2023	231221		35.00
176	AMAZON CAPITAL SERVICE	233750	09/19/2023	09/13/2023			44.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	USB MICROPHONE(3):DOORBELL SYS		1PHRHNNJND	09/03/2023	231222		44.97
176	MS MADE SOAP AND CANDLES LLC	233753	09/19/2023	09/13/2023			101.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	PINE TAR BAR SOAP (6)		310	09/05/2023	231223		27.00
	176-170-541	SWEET COTTON BAR SOAP (2)		310	09/05/2023	231223		9.00
	176-170-541	BUTT NAKED BAR SOAP (6)		310	09/05/2023	231223		27.00
	176-170-541	FRESH LINEN BAR SOAP (2)		310	09/05/2023	231223		9.00
	176-170-541	JAPAN CHERRY BLOSSOM BAR SOAP		310	09/05/2023	231223		4.50
	176-170-541	POMEGRANATE BAR SOAP		310	09/05/2023	231223		4.50
	176-170-541	SWEET COTTON 2OZ RM SPRAY(2)		310	09/05/2023	231223		8.00
	176-170-541	FRESH LINEN 2OZ RM SPRAY		310	09/05/2023	231223		4.00
	176-170-541	2OZ GNAT SCAT SPRAY		310	09/05/2023	231223		8.00
176	HANCOCK'S RV	233754	09/19/2023	09/13/2023			113.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	19X33X8 SS SINK: RANGER HOUSE		14211	08/06/2023	231156		97.51
	176-170-635	SS BASKET (2)		14211	08/06/2023	231156		15.58
176	CUPIT SIGNS OF MISSISSIPPI INC	233772	09/19/2023	09/14/2023			171.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	12X18 REFL SS SIGN (4): GATE		35830B	09/13/2023	230857		171.96
FUND TOTAL 176 Claims to		Checks	6 Total	519.00	Manual	Held	Total	519.00

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309	ALLRED STOLARSKI ARCHITECTS PA	233705	09/19/2023	09/12/2023			29,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-510-762	RECORDING STUDIO DESIGN		202173-02	09/05/2023		7,500.00	
	309-510-762	ACOUSTICAL CONSULTING SERVS		202173-02	09/05/2023		21,750.00	
FUND TOTAL 309 Claims	to	Checks	1 Total	29,250.00	Manual	Held	Total	29,250.00

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355	WAGGONER ENGINEERING INC Account Number 355-723-763	233704	09/19/2023	09/12/2023			5,631.00	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTR PHASE: TRMNT PLANT		41372	09/06/2023			5,631.00
FUND TOTAL 355 Claims	to	Checks	1 Total	5,631.00	Manual		Held	Total 5,631.00

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371	GULF COAST SOLUTIONS LLC Account Number 371-722-766	233702	09/19/2023	09/12/2023			2,548.50	
		Description		Invoice #	Date	P.O.	Amount	
		JC SHELTER: WTR MAIN EXT 76%		3	09/11/2023			2,548.50
FUND TOTAL 371 Claims	to	Checks	1 Total	2,548.50	Manual		Held	Total 2,548.50

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400	CADENCE EQUIPMENT FINANCE Account Number 400-680-831	233459	09/19/2023	08/22/2023			143,724.87	
		Description		Invoice #	Date	P.O.	Amount	
		WATER METERS 002-0070322-002		10042023	09/14/2023			143,724.87
400	C SPIRE WIRELESS Account Number 400-650-605	233652	09/19/2023	09/06/2023			48.77	
		Description		Invoice #	Date	P.O.	Amount	
		CELL PHONE		0030759348	08/31/2023			48.77
400	CLEARWATER SOLUTIONS LLC Account Number 400-650-672	233653	09/19/2023	09/06/2023			170,690.75	
		Description		Invoice #	Date	P.O.	Amount	
		SEP 2023 OPERATION FEE		GAUTIER129	09/01/2023			170,690.75
400	FUELMAN Account Number 400-650-525	233656	09/19/2023	09/06/2023			180.60	
		Description		Invoice #	Date	P.O.	Amount	
		UNL FUEL		NP65029933	09/04/2023			180.60
400	ELAN FINANCIAL SERVICES Account Number 400-650-535	233658	09/19/2023	09/06/2023			159.30	
		Description		Invoice #	Date	P.O.	Amount	
		UNIFORM SHIRTS(33)		08262023	08/28/2023			159.30
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	233660	09/19/2023	09/06/2023			1,804.00	
		Description		Invoice #	Date	P.O.	Amount	
		TR DMR WIRE: FUND 171		09012023	09/01/2023			1,804.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC Account Number 400-651-698	233692	09/19/2023	09/11/2023			4,391.47	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023:TIMBERLANE ROFF		8 1338247687	09/01/2023			4,391.47
400	MUELLER CO LLC Account Number 400-651-698	233697	09/19/2023	09/11/2023			2,284.80	
		Description		Invoice #	Date	P.O.	Amount	
		EZ READER YRLY MAINT		65813983	09/06/2023			2,284.80
400	ARISTA INFORMATION SYSTEMS INC Account Number 400-650-698 400-650-698	233698	09/19/2023	09/11/2023			4,541.34	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 PRINTING 2067001		0008164	08/31/2023			1,121.45
		AUG 2023 POSTAGE 2067001		0008164	08/31/2023			3,419.89
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	233701	09/19/2023	09/12/2023			129,255.48	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 GARBAGE PMTS		08312023	08/31/2023			129,255.48
400	WAGGONER ENGINEERING INC Account Number 400-650-603 400-650-603	233703	09/19/2023	09/12/2023			1,675.00	
		Description		Invoice #	Date	P.O.	Amount	
		NEPA ANALYSIS: EPA STAG APP		41374	09/06/2023			837.50
		PRELIM ENG: EPA STAG APP		41374	09/06/2023			837.50
400	ANSER Account Number 400-650-698 400-650-698	233707	09/19/2023	09/12/2023			779.22	
		Description		Invoice #	Date	P.O.	Amount	
		BASE RATE:8/30-9/26/23		277-083023	08/30/2023			585.00
		PAPER INVOICE FEE		277-083023	08/30/2023			10.00

Docket of Claims
Release date from 09/19/2023 thru 09/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	233707	09/19/2023	09/12/2023			779.22	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	651 AGENT MTS: 8/2-8/29/23		277-083023	08/30/2023			184.22
400	HENZE ENTERPRISES INC	233710	09/19/2023	09/12/2023			384.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	4 CY TOPSOIL: WTR LEAK REPR		32375	09/07/2023			64.00
	400-651-683	7 TNS RAP: TRADEWINDS		32375	09/07/2023			280.00
	400-651-585	4 CY FILL SAND: FIRE HYDRANT		32375	09/07/2023			40.00
400	SOUTHERN LINC	233713	09/19/2023	09/13/2023			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2023 SERV CHGS		210437	09/01/2023			80.00
	400-650-698	TAXES/FEES		210437	09/01/2023			6.68
400	FUELMAN	233715	09/19/2023	09/13/2023			146.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65070431	09/11/2023			146.91
400	LOWES HOME CENTERS INC	233716	09/19/2023	09/13/2023			104.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	32.5" D-HNDL DRAIN SPADE		960484	08/09/2023			40.84
	400-651-585	50LB RYE GRASS SEED		971314	08/24/2023			63.63
400	SOUTHERN PIPE & SUPPLY CO INC	233731	09/19/2023	09/13/2023			1,654.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3" MJ ACC SET L/GLAND (14)		8379364-00	08/24/2023	231182		240.80
	400-651-581	3" MEGALUG PVC (5)		8379364-00	08/24/2023	231182		162.20
	400-651-581	6" MEGALUG PVC (5)		8379364-00	08/24/2023	231182		211.85
	400-651-581	8" MEGALUG PVC (5)		8379364-00	08/24/2023	231182		313.00
	400-651-581	10" MEGALUG PVC (5)		8379364-00	08/24/2023	231182		622.80
	400-651-581	4" CI PLX4 CI PL CPLG (12)		8367317-00	08/24/2023	231183		103.80
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 233740	09/19/2023	09/13/2023			483.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-703	LEATHER EXEC CHAIR: MORGAN		3545725326	08/25/2023	231199		399.99
	400-650-500	BROTHER TN-227 BK HY TONER		3546669498	09/01/2023	231220		83.94
400	CORE & MAIN LP	233744	09/19/2023	09/13/2023			4,911.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	6" HYMAX 2 FLIP CPLG (2)		T236376	09/07/2023	231068		322.44
	400-651-581	3/4X3 WRAP REP CLP (12)		T236376	09/07/2023	231068		411.36
	400-651-581	5/8X3/4 BMV PJCTSX MN (12)		T236376	09/07/2023	231068		862.32
	400-651-581	1 PVC S40 CPLG HXH (12)		T255659	09/07/2023	231068		7.80
	400-651-581	3/4 IPS COMP COUP S110-07 (12)		T389788	09/07/2023	231068		78.60
	400-651-583	GREEN MARKING PAINT (72)		T412659	09/07/2023	231176		313.20
	400-651-581	BLUE MARKING PAINT (12)		T412659	09/07/2023	231176		52.20
	400-651-583	4 PVC S80 ML ADPT 836-040 (12)		T412659	09/07/2023	231176		316.32
	400-651-583	4 PVC S80 PIPE PE 20' (200FT)		T412659	09/07/2023	231176		2,226.00
	400-651-583	4X3 S80 PVC REDUC CPLG HXH(8)		T412659	09/07/2023	231176		321.60

Docket of Claims
Release date from 09/19/2023 thru 09/19/2023

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 400-651-584 400-651-584	233757	09/19/2023	09/13/2023			1,325.00	
	Description	Invoice #	Date	P.O.			Amount	
	KEEN LCG2-2301SL GRINDER PUMP	454876	09/11/2023	231274			1,250.00	
	CAPACITOR KIT: BAYOU OAKS LS	454876	09/11/2023	231274			75.00	
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	233762	09/19/2023	09/14/2023			20,313.45	
	Description	Invoice #	Date	P.O.			Amount	
	TR DMR WIRE: FUND 171	09152023	09/15/2023				20,313.45	
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-709	233768	09/19/2023	09/14/2023			1,336.57	
	Description	Invoice #	Date	P.O.			Amount	
	4" DIRECT METER: RIVER CHASE	8362762-00	09/05/2023	231179			1,336.57	
400	COAST CHLORINATOR & PUMP CO INC Account Number 400-651-581 400-651-581	233770	09/19/2023	09/14/2023			1,364.00	
	Description	Invoice #	Date	P.O.			Amount	
	1HP BOOSTER PUMP: W-GATE WELL	76335	09/13/2023	231281			1,705.00	
	20% DISCOUNT	76335	09/13/2023	231281			-341.00	
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-581	233777	09/19/2023	09/14/2023			1,040.00	
	Description	Invoice #	Date	P.O.			Amount	
	MISSION IT472S PRESS TRANS(4)	453102	07/03/2023	230961			1,040.00	
FUND TOTAL 400 Claims	to	Checks	24 Total	492,686.90 Manual		Held	Total	492,686.90

Docket of Claims
Release date from 09/19/2023 thru 09/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	233661	09/19/2023	09/06/2023			105,974.40	
		Description		Invoice #	Date	P.O.	Amount	
		AUG 2023 RES GARBAGE (6308)		0001331140	08/31/2023		105,974.40	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,974.40	Manual		Held	Total 105,974.40

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	82 Total	111,378.50 Manual	Held	Total	111,378.50
FUND 171 Claims	to	Checks	1 Total	6,761.68 Manual	Held	Total	6,761.68
FUND 176 Claims	to	Checks	6 Total	519.00 Manual	Held	Total	519.00
FUND 309 Claims	to	Checks	1 Total	29,250.00 Manual	Held	Total	29,250.00
FUND 355 Claims	to	Checks	1 Total	5,631.00 Manual	Held	Total	5,631.00
FUND 371 Claims	to	Checks	1 Total	2,548.50 Manual	Held	Total	2,548.50
FUND 400 Claims	to	Checks	24 Total	492,686.90 Manual	Held	Total	492,686.90
FUND 404 Claims	to	Checks	1 Total	105,974.40 Manual	Held	Total	105,974.40
Total for all Funds				Checks 117 Total 754,749.98 Manual	Held	Total	754,749.98

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Approval of Minutes from the Regular Council Meeting
held September 5, 2023

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Regular Council Meeting held September 5, 2023

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

Action Taken:

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

ORDER NUMBER 000-2023

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 September 5, 2023 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 19, 2023.

Tuesday
September 5, 2023
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held September 5, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Adam Colledge, Cameron George, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 5, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Farmers Market will be held the second Saturday of September, starting at 8am until 12pm at George Martin City Park
2. Tasty Thursday will be September 28th, starting at 11am at the former Singing River Mall Property

IV. Presentation Agenda

1. None

V. Business Agenda

1. Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2023-2024

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Adoption of a Resolution fixing the Municipal Tax Levy for FY 2023-2024

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Approval of Change Order No. 2 and Certificate of Substantial Completion for the Gautier Vancleave Road Wastewater System Upgrades (GOMESA)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Hickory Hills Water Quality and Storm Water Improvements Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Approval of Change Order No. 1 (Summary) and Pay Application No 2 for the Sanitary Sewer Mains Rehabilitation Project – College Park, Guillotville Road and Valleywood Subdivisions**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **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. **Approval of Minutes from the Recessed Council Meeting held August 15, 2023 and the Budget Work Session held August 17, 2023**
2. **Resolution Approval of Paddle for Paws Poker Float Sponsorship from Friends of Jackson County Animals**
3. **Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**
4. **Approval of a Non-Exclusive Facility Use Agreement with Gulf Coast Vipers Organization for Buddy Davis Park**
5. **Receive July 2023 Finance Reports**
6. **Approval of a Memorandum of Understanding (MOU) with the Mississippi Attorney General's Office Internet Crimes Against Children (ICAC) Task Force**
7. **Authorization to remove vehicles from the City of Gautier's inventory**
8. **Approval of water and sewer adjustments for September 2023 in the amount of \$3,516.80**

VII. **STUDY AGENDA**

1. **Discuss Citizen Comments**

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

Recess until September 12, 2023 at 6:30pm
www.gautier-ms.gov

Mayor Vaughan called the Meeting to order at 6:30pm.

Councilman Gollott made the motion to approve the agenda order with the following revisions:
Councilman Jackson seconded the motion. The vote was carried unanimously.

Announcements

1. Gautier's Farmers Market will be held the second Saturday of September, starting at 8am until 12pm at George Martin City Park.
2. Tasty Thursday will be September 28th, starting at 11am at the former Singing River Mall Property.

Presentation

None



Come be apart of the



GAUTIER FARMER'S MARKET

2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



A Public Hearing was held regarding the Municipal Budget for Fiscal Year 2023-2024.

No action was taken.

Councilman Colledge made the motion to approve the Resolution fixing the Municipal Ad Valorem Tax Levy, as presented, for the year October 1, 2023 through September 30, 2024. Councilman George seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 112-2023

**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, 2023 – SEPTEMBER 30, 2024**

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 2023-2024, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

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

Provide for general operations and improvements: 31.09 mills

Provide for Police and Fire Department operations: 2.80 mills

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

Support Library functions and programs

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

Fund annual bond payments and general debt related to Public Safety

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

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of September, 2023.

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 5, 2023.

Councilman Anderson made the motion to approve Change Order No. 2 and Certificate of Substantial Completion, as presented, for the Gautier Vancleave Road Wastewater System Upgrades (GOMESA). Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 366-2023

WHEREAS, the City of Gautier was awarded \$2,668,265 in GOMESA funding, and an additional funding of \$452,800, for the Gautier Vancleave Sewer Improvements project; and

WHEREAS, this project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to a pump station located near Robertsdale Road; and

WHEREAS, Change Order No. 2 serves to increase the contract amount by \$10,391.48; and

WHEREAS, the increase is for shrub planting necessary to address the landscaping at HWY 90 and at the end of Robertsdale Road (\$1,713.36), additional erosion control measures around streams, ditches, and other vulnerable areas (\$310.97), and emergency 30" RCP line cleaning and videoing to address the blockage that occurred in the gravity line (\$8,367.15); and

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

WHEREAS, Seymour Engineering has reviewed Change Order No. 2 and the Certificate of Substantial Completion and recommends approval; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order No. 2 and Certificate of Substantial Completion; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 2 is hereby approved as presented.

IT IS FURTHER ORDERED that the Certificate of Substantial Completion is 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 Anderson**, seconded by **Councilman Colledge**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: August 15, 2023
Subject: Gautier Vancleave Road Wastewater System Upgrades (GOMESA) – JLB Contractors – Change Order No.2, Certificate of Substantial Completion

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 2, and the Certificate of Substantial Completion for the Gautier Vancleave Road Wastewater System Upgrades Project (GOMESA).

BACKGROUND:

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

The project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsdale Road.

These new sewer lines will alleviate the pressure on an aging 30-inch concrete pipe that is corroded and in poor condition. This project will also eliminate lift station capacity issues and prevent raw sanitary sewer from backing into homes, front yards, and the road. The new sewer lines will also have the capacity for future development in the city.

The base bid for this project was over budget, prompting the City to request additional funding for the project to move forward. The City was awarded additional funding from GOMESA in the amount of \$452,800 which increased the grant award from \$2,668,265 to \$3,121,065.

Change Order No. 1 added 80 days to the contract time, which pushed the project completion from May 17, 2023, to August 5, 2023. The change was needed to accommodate the long lead time on materials.

DISCUSSION:

Change Order No. 2 serves to increase the contract amount by \$10,391.48. The item for shrub planting is needed to address the landscaping at Hwy. 90 and at the end of Robertsdale Rd. (\$1,713.36); the erosion control blanket item is to cover additional erosion control around



August 10, 2023

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

Re: Change Order 2 – Additional Items
Gautier-Vancleave Road Wastewater System Upgrades, Gautier, Mississippi

Dear Ms. Yancey,

Attached please find Change Order No. 2 on the referenced project for a total added contract amount of \$10,391.48, making the contract amount \$2,693,391.48. The additional items are for Shrub Planting Dwarf Yaupon Holly, Erosion Control Blanket, and 30" RCP Line Cleaning and Videoing. Also attached is the Contractor's breakdown of each item.

The item for Shrub Planting, Dwarf Yaupon Holly is needed to address the landscaping at the Hwy 90 interchange and at the end of Robertsdale Rd. The bushes will replace some existing shrubbery at Hwy 90 that was unavoidably destroyed during the installation of the force main. The shrubbery at the end of Robertsdale Rd will form a natural border between the City property and the County property where there once were trees and overgrowth. At \$53.54 each, the 32 plants will add \$1,713.36 to the contract amount.

The Erosion Control Blanket item is to add a line item to cover additional erosion control around streams, ditches, and other vulnerable areas as noted in the final project inspection walk through. A total of 2 rolls are needed at \$155.49 each which will raise the contract amount by \$310.97.

The 30" RCP Line Cleaning and Videoing item is needed to address the investigations near Station 72+50 when bore # 8 encountered issues. There was an unknown blockage in the gravity line near the location of a possible bore head contact. The cleaning and inspection ensured the bore had not damaged the 30" gravity sewer line. The video showed that the 30" RCP had pre-existing damage that caused the issues. A lump sum for this item will increase the contract amount by \$8,367.15.

Even though this Change Order is requesting that the Contract Sum be Increased, the project is running below budget and the Summary Change Order is expected to decrease the original Contract Amount by over \$50,000 including this Change Order.

I am requesting you place this Change Order No. 2 in the amount of \$10,391.48 for a contract total amount of \$2,693,391.48 on the next City Council Meeting Agenda for approval.

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

Sincerely,

SEYMOUR ENGINEERING



Amelia Dye, P.E., PMP
Project Engineer

CC: Ms. Kimberly Saucier, Grants and Project Administrator
Ms. Brenda Greco, Grants and Projects Specialist

Attachment: Change Order 2

CHANGE ORDER

PROJECT: Gautier-Vancleave Road
Wastewater System Upgrades

CHANGE ORDER NUMBER: 2
DATE: August 10, 2023

Contractor: JLB Contractors, LLC
21294 Johnson Road
Long Beach, MS 39560

CONTRACT PROJECT NO: 20-066.01
CONTRACT DATE: October 18, 2022
CONTRACT FOR: Installation of Force
Main along Gautier-Vancleave Road

This Change Order serves to add Line Items No. 29, 30, and 31 to the Bid Schedule:

Line Item 29 Shrub Planting, Dwarf Yaupon Holly qty 32 at \$53.54 ea for a total \$1,713.36

Line Item 30 Erosion Control Blanket qty 2 rolls at \$155.49 ea for a total of \$310.97

Line Item 31 30" RCP Line Cleaning and Videoing at 1 lump sum of \$8,367.15

The net change to the Contract amount with these adjustments is an increase in the total contract amount by \$10,391.48. In addition, installed quantities in the field differ from the original estimated quantities in the contract. A detailed summary of the quantity adjustments will be included in a Summary Change Order. The Summary Change Order is projected to decrease the total Contract Sum to over \$50,000 below the original Contract Sum even with the added items from this Change Order.

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

The original Contract Sum	\$	2,683,000.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,683,000.00
The Contract Sum will increase by the amount of	\$	10,391.48
The new Contract Sum including this Change Order will be	\$	2,693,391.48

The Original Contract Time:	May 17, 2023
Net Change by previously authorized Change Orders:	80 days
The date of Substantial Completion prior to this Change Order:	August 5, 2023
The Contract Time will now Change by (+) days:	0 days
The new date of Substantial Completion will be:	August 5, 2023

CONTRACTOR

ENGINEER

OWNER

By: [Signature]

Date: 8-10-23

By: [Signature]

Date: 8-10-23

By: _____

Date: _____

Gautier-Vancleave Road Wastewater System Upgrades
City of Gautier



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

August 09, 2023

Amelia Dye
Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532

Re: Gautier-Vancleave Road Wastewater System Improvements Project Change Order Proposal

Ms. Amelia Dye,

JLB Contractors, LLC hereby request that the agreement between JLB Contractors, LLC and The City of Gautier be modified via change order and incorporate the following items due to a change in contract scope per submittal #44 (Exhibit A), the walk thru punch list (Exhibit B), and videoing and cleaning an existing 30" RCP gravity sewer line due to an unknown blockage. During Directional Bore #8 (Exhibit C, approved bore profile), the existing 30" RCP gravity sewer line had a blockage in the same location that coincided with potential contact from the bore head being pulled. Cleaning of this 30" RCP line segment and video taken from within the pipe shows that this blockage was due to pre-existing damage that allowed soil infiltration into the 30" RCP gravity sewer line and facilitated in forming the blockage that occurred while the directional bore was being done.

JLB is requesting change order #2 be added to the project as noted below.

- Increase in contract amount based on the attached pay items and estimated quantities (Exhibit D) - \$10,391.48
- Added Pay Item – CO2-1 Shrub Planting, Dwarf Yaupon Holly (Exhibit E)
 - Note: This cost does not include any maintenance or watering beyond the initial planting.
- Added Pay Item – CO2-2 Erosion Control Blanket (Exhibit F)
- Added Pay Item – CO2-3 30" RCP Line Cleaning & Videoing (Exhibit G)

All data in this request is complete and accurate and the requested time and/or price adjustment is the entire adjustment to which JLB Contractors, LLC. believes it is entitled as a result of the proposed changes added to the scope of the project and investigation into the cause of the backup of an existing 30" RCP gravity sewer line within the project limits. All quantities are estimates and will be based on actual field measurements taken at the time of work completion.

Thank you for your consideration of this request. If you need clarification or additional information, please feel free to contact us.

Sincerely,

Brandon J Willis
Estimator/Project Manager

Enclosure (1)

CO2-Exhibit A



SUBMITTAL

Project Name: Gautier-Vancleave Road Wastewater System Upgrades
JLB Project No.: 22-012
Project No.: 20-066.01
Engineer: Amelia Dye, Seymour Engineering
Project Owner: City of Gautier

Spec Section No:
Submittal No: 44
Revision No:
Sent Date: 7/31/2023

Submittal Title: Dwarf Yaupon Holly

Contractor:
JLB Contractors
Brandon J Willis

Contractor's Stamp:

JLB CONTRACTORS, LLC.

This Submittal has been
reviewed by the general
contractor and is:

- ☒ Approved
☐ Approved as noted
☐ Revise and resubmit
☐ Rejected

Reviewed by: Brandon J Willis

Date: 7/31/2023

Submittal #: 44

Engineer:

Engineer's Stamp

SUBMISSION # 44

JOB # 20-066.01

☒ 1

Reviewed
No Exceptions

☐ 4

Rejected

☐ 2

Reviewed
Exceptions Noted

☐ 5

Information
Only

☐ 3

Revise & Resubmit

Reviewed only for general conformance with the project requirements indicated in Contract Documents and for consistency with the project design concept. This review does not relieve the Contractor from responsibility, for errors or omissions in designs for which the contractor is responsible for compliance with all requirements of the Contract Documents, and for the safe and successful construction of the work. This review does not consider the means, methods, techniques, sequences and operations of the construction, or safety, precautions or programs incidental thereto, which are the sole responsibility of the Contractor.

SEYMOUR ENGINEERING

Date: 8/1/23

Checked By: Amelia Dye, P.E., PMP

Signed: *Amelia Dye*

Landscape Shrubs

CO2-Exhibit A

Dwarf Yaupon Holly (*Ilex vomitoria* 'Nana')

If your house is less than 25 years old, you may have one or both of these hollies in a landscape bed around the foundation of your home. Japanese holly (*Ilex crenata*) and dwarf yaupon holly (*Ilex vomitoria* 'Nana' and similar cultivars) are favorite broadleaf evergreen shrubs for foundation beds throughout the South.

From a distance, Japanese holly and dwarf yaupon holly appear almost identical. Only subtle differences can separate these two distinct species. While very subtle differences in the serration (teeth) along the leaf margin can be used, a person can typically tell these species apart by looking at the young twigs. Twigs on Japanese holly are almost always green on the young shoots, while young twigs on yaupon holly will either be a purplish or gray color depending on the cultivar and time of year.

What are the characteristics of Yaupon Holly fruit?

Fruit color is the most reliable trait to separate these species, however. These hollies are dioecious, so an individual plant is either a male or female. Fruits on female yaupon holly are a beautiful red, in contrast to the shiny black fruits of Japanese holly. Fruits on both are pea-sized (1/4") and usually persist into the winter. Typically the beautiful red fruits on dwarf yaupon holly (and most female cultivars) do not have the same dramatic effect as we see in weeping yaupon holly (*Ilex vomitoria* 'Pendula').



In general, the fruit on either of these holly species will not add greatly to your landscape. The flowers also make little or no contribution. Flowers on either species are very small and white. Yaupon holly should flower before Japanese holly.

What are some of the uses of hollies in the landscape?

The reason for planting either of these evergreen hollies is for the useful plant habit. There are many selections of either species which make great options in a foundation planting, as a mass planting in an island bed, or as a low filler plant in a mixed shrub border. Some good, mounded selections of Japanese holly include 'Compacta,' 'Convexa,' 'Helleri,' 'Hoogendorn,' and 'Soft Touch.'



'Convexa' is easily identified since you can see the 'convex' (cupping down) nature of the leaves so easily. 'Helleri' is a choice form because it has an excellent and distinctive habit without pruning.

Are there cultivars with similar plant habits?

If you are looking for similar plant habits in the dwarf yaupon holly group, consider one of the following cultivars: Bordeaux™, 'Nana,' and 'Schillings' ('Stokes Dwarf'). Most of these mounded types will average 2' tall with a width of 4'-5'. Gardeners in the northwest part of Arkansas may want to stick with Japanese holly, which in theory is more cold hardy; gardeners in central and southern Arkansas may prefer yaupon hollies, which tend to be more heat tolerant.

Both of these species offer a unique, pencil-thin upright form. 'Sky Pencil' is the Japanese holly version of 'Will Fleming' yaupon holly.

How do I care for Yaupon and Japanese Holly?

For either of these species, good soil drainage is critical. The most common reason for death with these plants is heavy, wet soil, often found in compacted sites after new construction. Besides this specific soil requirement, it is rare to see a serious insect or disease problem on either of these species.

You will enjoy the very clean, small, evergreen foliage of either of these plants. If you can avoid the temptation, keep your hedge shears away from these delightful mounded cultivars.

- **Common Name:** Japanese holly, yaupon holly
- **Varieties to look for:** 'Compacta,' 'Helleri,' Bordeaux™, 'Nana,' and 'Schillings'
- **Flower Color:** white, but not showy
- **Blooming period:** early summer, spring
- **Perennial or annual:** broadleaf evergreen shrub
- **Size:** 2' tall by 5' wide
- **Exposure:** partial sun to sun
- **Soil:** demand good drainage
- **Watering:** moist best
- **When to prune:** anytime
- **Suggested use:** massed, filler, low hedge



Related Links

- [Fall Landscaping](#)
- [Hollies for the Home Garden](#) 

**Photo of Plant Available to JLB from Murray's
Nursery in Moss Point, MS.**

**Recommended spacing from Murray's
Nursery: +/-2' - 3' apart.**





August 2, 2023

Gautier-Vancleave Road Wastewater System Upgrades

Final Inspection Walk Thru Minutes

- Attendance
 - Amelia Dye, Seymour Engineering
 - Josh Myers, Seymour Engineering
 - Brandon Willis, JLB Construction
 - Dustin Sullivan, JLB Construction
 - Kyle Cassagne, JLB Construction
 - Lawrence Hughes, ClearWater Solutions
 - Herman Barnett, ClearWater Solutions
 - Ramona Morgan, City of Gautier
 - Kimberly Saucier, City of Gautier
 - Brenda Greco, City of Gautier

- Punch List Items
 1. Finish Grading
 2. Hydroseed typical
 3. Remove silt fence when hydroseed is established
 4. Ditch in front of ClearWater needs regrading so it will flow like the river it was (usually can carry a dumpster to the church)
 5. Add stone to the swale near Dominos. Gabian stone near pipe and sidewalk. Clear the silt out of the pipe. Erosion mat and hydro seed. Clear off manhole lid.
 6. Plants and hydroseed at the corner of Hwy 90
 7. Change Order for additional items coming ASAP. 32 dwarf yaupon holly = 14 at Hwy 90 + 18 at Robertsdale (along ditch as a property border separating City and County)
 8. Check asphalt patch in front of Edward Jones. Looks rough in spots.
 9. Grout (repair) Manhole lid at the end of Robertsdale Rd.
 10. Concrete pads at cleanouts typical.
 11. Finish concrete repair near station 72+50.

- Lawrence commended JLB for keeping the project site clean throughout construction.

Please let me know if you have any corrections or additions.

Thank you,

Amelia Dye, P.E., PMP

CO2-Exhibit C



SUBMITTAL

Project Name: Gautier-Vancleave Road Wastewater System Upgrades
JLB Project No.: 22-012
Project No.: 20-066.01
Engineer: Amelia Dye, Seymour Engineering
Project Owner: City of Gautier
Spec Section No:
Submittal No: 37
Revision No:
Sent Date: 4/25/2023

Submittal Title: Directional Drilling Profile - Bore #8 Station +/-69+50 - +/-78+20 Lagreca

Contractor:
 JLB Contractors
 Brandon J Willis

Contractor's Stamp:

JLB CONTRACTORS, LLC.

This Submittal has been reviewed by the general contractor and is:

☒ **Approved**
☐ **Approved as noted**
☐ **Revise and resubmit**
☐ **Rejected**

Reviewed by: Brandon J Willis
Date: 4/25/2023
Submittal #: 37

SUBMISSION # 37 **JOB #** 20-066.01

Engineer:

Engineer's Stamp

☒ 1	Reviewed No Exceptions	☐ 4	Rejected
☐ 2	Reviewed Exceptions Noted	☐ 5	Information Only
☐ 3	Revise & Resubmit	30" gravity sewer runs parallel shallow sewer services may be in the area	

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SEYMOUR ENGINEERING

Date: 5/8/23
Checked By: Amelia Dye, P.E., PMP
Signed: *Amelia Dye*



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

Utility locations and the planned bore path displayed in the ATLAS Bore Planner must be considered estimates until exact locations are determined by the user. When the actual boring operation approaches the estimated locations of underground utility installations, the exact locations must be determined by safe and acceptable means. OSHA CFR 29 1926.651.

LaGreca Services, Inc.
148 LaGreca Court
Schriever, LA 70395
985-447-4764

Job: JLB8.vd3

Machine: D100x120 II

Date: April 24, 2023

Minimum Cover: 0.0"

Longitude: 0° 0' 0.000000"

Latitude: 0° 0' 0.000000"

Bearing: 0°

Elevation: 0"

Entry Angle: -7.7%

Setup Distance: -100.00'

Setup Left/Right: 0.00'

Rod

Rod Length: 20.00'

Diameter: 3.5"

Bend: 197.40'

Quantity: 49

Entry Point Offset: -0.0"

Pilot Bit: 6.0"

Reamer: 24.0"

Pilot Hole Volume: 1425 gallons

Backreamed Hole Volume: 22805 gallons

Pilot Hole Mud Volume: 1425 gallons

Backreamer Mud Volume: 22805 gallons

Total Mud Volumes: 24230 gallons

Notes

Bore #8 - Proposed 870' x 16" HDPE Bore

Project #20-066.01

General Contractor: JLB

Engineer: Seymour Engineering

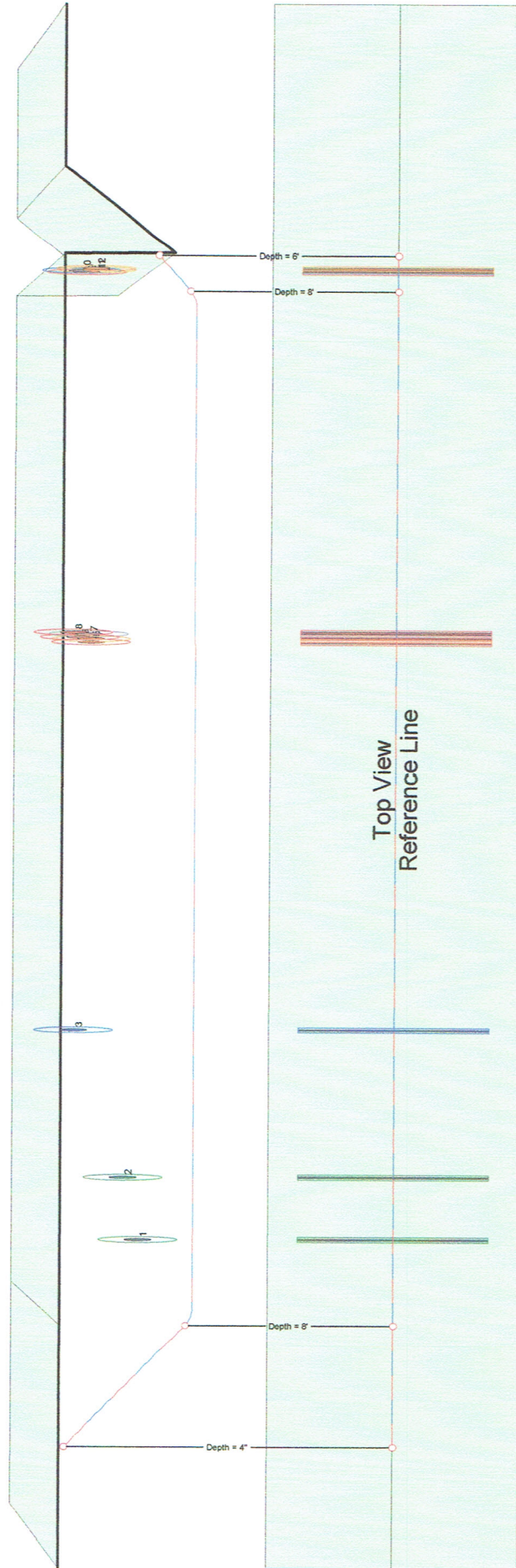
Owner: City of Gautier, MS



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764

CO2-Exhibit C





Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764

Plan

Rod	Length ft	Dist. ft	Depth ft/in	L/R ft	Pitch %	Azimuth %	Act.Depth ft/in	Act.L/R ft	Act.Pitch %
1	20.00	-80.06	1'10"	0.00	-7.7	0.0			
2	40.00	-60.12	3'5"	0.00	-7.7	0.0			
3	60.00	-40.18	4'11"	0.00	-7.7	0.0			
4	80.00	-20.23	6'5"	0.00	-7.7	0.0			
5	100.00	-0.29	8'	0.00	-7.0	0.0			
6	120.00	19.70	8'6"	0.00	0.0	0.0			
7	140.00	39.70	8'6"	0.00	0.0	0.0			
8	160.00	59.70	8'5"	0.00	0.0	0.0			
9	180.00	79.70	8'5"	0.00	0.0	0.0			
10	200.00	99.70	8'5"	0.00	0.0	0.0			
11	220.00	119.70	8'5"	0.00	0.0	0.0			
12	240.00	139.70	8'5"	0.00	0.0	0.0			
13	260.00	159.70	8'5"	0.00	0.0	0.0			
14	280.00	179.70	8'5"	0.00	0.0	0.0			
15	300.00	199.70	8'5"	0.00	0.0	0.0			
16	320.00	219.70	8'5"	0.00	0.0	0.0			
17	340.00	239.70	8'5"	0.00	0.0	0.0			
18	360.00	259.70	8'5"	0.00	0.0	0.0			
19	380.00	279.70	8'5"	0.00	0.0	0.0			
20	400.00	299.70	8'5"	0.00	0.0	0.0			
21	420.00	319.70	8'5"	0.00	0.0	0.0			
22	440.00	339.70	8'5"	0.00	0.0	0.0			
23	460.00	359.70	8'5"	0.00	0.0	0.0			
24	480.00	379.70	8'5"	0.00	0.0	0.0			
25	500.00	399.70	8'5"	0.00	0.0	0.0			
26	520.00	419.70	8'5"	0.00	0.0	0.0			
27	540.00	439.70	8'5"	0.00	0.0	0.0			
28	560.00	459.70	8'5"	0.00	0.0	0.0			
29	580.00	479.70	8'5"	0.00	0.0	0.0			
30	600.00	499.70	8'5"	0.00	0.0	0.0			
31	620.00	519.70	8'5"	0.00	0.0	0.0			
32	640.00	539.70	8'5"	0.00	0.0	0.0			
33	660.00	559.70	8'5"	0.00	0.0	0.0			
34	680.00	579.70	8'5"	0.00	0.0	0.0			
35	700.00	599.70	8'5"	0.00	0.0	0.0			
36	720.00	619.70	8'5"	0.00	0.0	0.0			
37	740.00	639.70	8'5"	0.00	0.0	0.0			
38	760.00	659.70	8'5"	0.00	0.0	0.0			
39	780.00	679.70	8'5"	0.00	0.0	0.0			
40	800.00	699.70	8'5"	0.00	0.0	0.0			



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764

Plan

Rod	Length ft	Dist. ft	Depth ft/in	L/R ft	Pitch %	Azimuth %	Act.Depth ft/in	Act.L/R ft	Act.Pitch %
41	820.00	719.70	8'5"	0.00	0.0	0.0			
42	840.00	739.70	8'5"	0.00	0.0	0.0			
43	860.00	759.70	8'5"	0.00	0.0	0.0			
44	880.00	779.70	8'5"	0.00	0.0	0.0			
45	900.00	799.70	8'5"	0.00	0.0	0.0			
46	920.00	819.70	8'5"	0.00	0.0	0.0			
47	940.00	839.69	8'	0.00	6.3	0.0			
48	960.00	859.64	6'8"	0.00	6.7	0.0			
49	970.38	870.00	6'	0.00	6.7	0.0			



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764

Topography

Distance: -200.00	Height: 0"
Distance: 0.00	Height: 0"
Distance: 870.00	Height: 0"
Distance: 871.00	Height: 0"
Distance: 872.00	Height: -7'
Distance: 940.00	Height: 0"
Distance: 1070.00	Height: 0"



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764

Targets

Distance '	Depth	Left/Right '	Pitch % Slope	Azimuth % Slope
-100.00	4"	0.00	[-7.7]	[0.0]
0.00	8'	0.00	[-6.8]	[0.0]
840.00	8'	0.00	[6.4]	[0.0]
870.00	6'	0.00	[6.7]	[0.0]



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764
Utilities

1: Sewer - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 70.00'	L/R: 0.00'	Depth: 5'			
End 1	Distance: 70.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
2: Sewer - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 120.00'	L/R: 0.00'	Depth: 4'			
End 1	Distance: 120.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
3: Water - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 240.00'	L/R: 0.00'	Depth: 10"			
End 1	Distance: 240.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
4: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 555.00'	L/R: 0.00'	Depth: 1'10"			
End 1	Distance: 555.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
5: Fiber - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 558.00'	L/R: 0.00'	Depth: 1'10"			
End 1	Distance: 558.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
6: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 559.00'	L/R: 0.00'	Depth: 1'1"			
End 1	Distance: 559.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
7: Other - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 562.00'	L/R: 0.00'	Depth: 1'8"			
End 1	Distance: 562.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
8: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 563.00'	L/R: 0.00'	Depth: 8"			
End 1	Distance: 563.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
9: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 856.00'	L/R: 0.00'	Depth: 1'5"			
End 1	Distance: 856.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
10: Water - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 857.00'	L/R: 0.00'	Depth: 1'1"			
End 1	Distance: 857.00'	L/R: L5.00'	End 2:	L/R: R5.00'		



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764
Utilities

11: Fiber - Intersecting

Diameter: 19.7" Minimum Clearance: 19.7"

Pot Hole Distance: 858.00' L/R: 0.00' Depth: 2'
End 1 Distance: 858.00' L/R: L5.00' End 2: L/R: R5.00'

12: CATV - Intersecting

Diameter: 19.7" Minimum Clearance: 19.7"

Pot Hole Distance: 859.00' L/R: 0.00' Depth: 2'
End 1 Distance: 859.00' L/R: L5.00' End 2: L/R: R5.00'



21294 Johnson Road
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www.jlb-co.com

Gautier-Vancleave Rd. Wastewater System Improvements Project

Change Order 2 - Pay Item Breakdown

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
	ADD ADDITIONAL PAY ITEM				
CO2-1	Shrub Planting, Dwarf Yaupon Holly	32	EA	\$53.54	\$1,713.36
CO2-2	Erosion Control Blanket	2	RL	\$155.49	\$310.97
CO2-3	30" RCP Line Cleaning and Videoing	1	LS	\$8,367.15	\$8,367.15
	TOTAL FOR ALL PAY ITEMS				\$10,391.48



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Gautier-Vancleave Rd. Wastewater System Improvements Project

CO2-1 Shrub Planting, Dwarf Yaupon Holly

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
CO2-1	Shrub Planting, Dwarf Yaupon Holly	1	EA		
	Purchase Dwarf Yaupon Holly	1	EA	\$ 8.00	\$ 8.00
	Install Soil Amendments as Needed	1	Bag	\$ 10.00	\$ 10.00
	Labor to Plant Dwarf Yaupon Holly	0.5	HR	\$ 32.50	\$ 16.25
	Minor Equipment to Plant Dwarf Yaupon Holly	0.5	HR	\$ 20.00	\$ 10.00
	Subtotal				\$ 44.25
	Overhead (10%)				\$ 4.43
	Profit (10%)				\$ 4.87
CO2-1	Shrub Planting, Dwarf Yaupon Holly	1	EA		\$ 53.54

CO2-Exhibit F



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

Gautier-Vancleave Rd. Wastewater System Improvements Project

CO2-2 Erosion Control Blanket

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
CO2-2	Erosion Control Blanket	1	RL		
	Erosion Control Blanket	1	RL	\$ 31.00	\$ 31.00
	Staples	0.5	Box	\$ 50.00	\$ 25.00
	Supervision to Install	1	HR	\$ 32.50	\$ 32.50
	Skilled Labor #1 (includes any fine grading and cleaning needed)	1	HR	\$ 20.00	\$ 20.00
	Skilled Labor #2 (includes any fine grading and cleaning needed)	1	HR	\$ 20.00	\$ 20.00
	Subtotal				\$ 128.50
	Overhead (10%)				\$ 12.85
	Profit (10%)				\$ 14.14
CO2-2	Erosion Control Blanket	1	EA		\$ 155.49



FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:
From: Joshua Smith
Comments:

CO2-Exhibit F

16:47:15 AUG 03 2023

Page 1 of 1

FERGUSON WATERWORKS #1221

Price Quotation

Phone: 228-863-2757

Fax: 228-863-6587

Bid No: B387419
Bid Date: 08/03/23
Quoted By: JBS

Cust Phone: 228-863-0303
Terms: NET 10TH PROX

Customer: JLB CONTRACTORS LLC
21294 JOHNSON ROAD
LONG BEACH, MS 39560

Ship To: JLB CONTRACTORS LLC
21294 JOHNSON ROAD
LONG BEACH, MS 39560

Cust PO#: STRAW MAT

Job Name: STRAW MAT

Item	Description	Quantity	Net Price	UM	Total
ACFBTS18112	8X112-1/2 FT SGL NET STRAW 100 SY	2	31.000	RL	62.00
ACFSTAPLES116	6X1X6 STAPLE 11 GA 1000 PER BX	1	50.000	BX	50.00
Net Total:					\$112.00
Tax:					\$7.84
Freight:					\$0.00
Total:					\$119.84

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

CO2-Exhibit G



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

Gautier-Vancleave Rd. Wastewater System Improvements Project

CO2-3 30" RCP Line Cleaning and Videoing

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
CO2-3	30" RCP Line Cleaning and Videoing	1	LS		
	Vacuum Truck to Unclog Line from initial Blockage (6/01/2023)	6	HR	\$ 160.00	\$ 960.00
	JLB Labor for Initial Blockage - Skilled Laborer #1 (6/01/2023)	6	HR	\$ 32.50	\$ 195.00
	JLB Labor for Initial Blockage - Skilled Laborer #2 (6/01/2023)	6	HR	\$ 32.50	\$ 195.00
	JLB Superintendent Initial Blockage (6/01/2023)	6	HR	\$ 65.00	\$ 390.00
	JLB Project Management Initial Blockage (6/01/2023)	3	HR	\$ 75.00	\$ 225.00
	JLB Superintendent First Video Attempt (6/13/2023)	5	HR	\$ 65.00	\$ 325.00
	JLB Project Management First Video Attempt (6/13/2023)	3	HR	\$ 75.00	\$ 225.00
	JLB Superintendent Final Video and Cleaning (7/05/2023)	4	HR	\$ 65.00	\$ 260.00
	JLB Project Management Final Video and Cleaning (7/05/2023)	2	HR	\$ 75.00	\$ 150.00
	JLB Labor Assistance for Final Video and Cleaning - Skilled Laborer #1 (7/05/2023)	6	HR	\$ 32.50	\$ 195.00
	JLB Labor Assistance for Final Video and Cleaning - Skilled Laborer #2 (7/05/2023)	6	HR	\$ 32.50	\$ 195.00
	LNJ Services - Clean Line, Video Line, and Keep Lift Station Pumped Down (7/5/2023)	6	HR	\$ 600.00	\$ 3,600.00
	Subtotal				\$ 6,915.00
	Overhead (10%)				\$ 691.50
	Profit (10%)				\$ 760.65
CO2-3	30" RCP Line Cleaning and Videoing	1	LS		\$ 8,367.15

Exhibit G



LNJ Services, Inc.
11701 Reichold Rd.
Gulfport, Ms. 39503

Invoice

Date	Invoice #
7/5/2023	22318

JLB CONSTRUCTION

PHONE: 228-896-6348
EMAIL:
lni.services.inc@gmail.com

PO #	TERMS
	Net 30

Quantity	Description	Rate	Amount
6	PUMP TRUCK GAUTIER VANCLEAVE RD SEWER CLEAN & VIDEO	600.00	3,600.00

Please remit payment to: LNJ SERVICES, INC
11701 REICHOLD RD
GULFPORT MS 39503

Total **\$3,600.00**

Certificate of Substantial Completion

Project: Gautier-Vancleave Road Wastewater System Upgrades	Owner: Gautier, MS City of Gautier	Owner's Contract No.:
Contract: Gautier-Vancleave Road Wastewater System Upgrades	Date of Contract: 10-18-2022	
Contractor: JLB Contractors, LLC	Engineer's Project No.: 20-066.01	

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

☒ All Work under the Contract Documents:

☐ The following specified portions:

August 2, 2023

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities

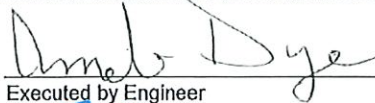
☒ Not Amended

Owner's Amended Responsibilities: None

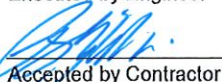
Contractor's Amended Responsibilities: The attached punch list identifies what needs to be addressed. The Contractor shall have 30 calendar days to complete the punch list items (September 1, 2023)

The following documents are attached to and made part of this Certificate: Final Inspection Punch List

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


Executed by Engineer

8-3-23
Date


Accepted by Contractor

8-3-23
Date

Accepted by Owner

Date



August 2, 2023

Gautier-Vancleave Road Wastewater System Upgrades

Final Inspection Walk Thru Minutes

- Attendance
 - Amelia Dye, Seymour Engineering
 - Josh Myers, Seymour Engineering
 - Brandon Willis, JLB Construction
 - Dustin Sullivan, JLB Construction
 - Kyle Cassagne, JLB Construction
 - Lawrence Hughes, ClearWater Solutions
 - Herman Barnett, ClearWater Solutions
 - Ramona Morgan, City of Gautier
 - Kimberly Saucier, City of Gautier
 - Brenda Greco, City of Gautier

- Punch List Items
 1. Finish Grading
 2. Hydroseed typical
 3. Remove silt fence when hydroseed is established
 4. Ditch in front of ClearWater needs regrading so it will flow like the river it was (usually can carry a dumpster to the church)
 5. Add stone to the swale near Dominos. Gabian stone near pipe and sidewalk. Clear the silt out of the pipe. Erosion mat and hydro seed. Clear off manhole lid.
 6. Plants and hydroseed at the corner of Hwy 90
 7. Change Order for additional items coming ASAP. 32 dwarf yaupon holly = 14 at Hwy 90 + 18 at Robertsdale (along ditch as a property border separating City and County)
 8. Check asphalt patch in front of Edward Jones. Looks rough in spots.
 9. Grout (repair) Manhole lid at the end of Robertsdale Rd.
 10. Concrete pads at cleanouts typical.
 11. Finish concrete repair near station 72+50.

- Lawrence commended JLB for keeping the project site clean throughout construction.

Please let me know if you have any corrections or additions.

Thank you,

Amelia Dye, P.E., PMP

Councilman Gollott made the motion to enter into a Professional Services Agreement with Seymour Engineering, as presented, for work associated with the Hickory Hills Water Quality and Storm Water Improvements Project. Councilman Elbin 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 367-2023

WHEREAS, the Grants and Projects Department requests to enter into a professional services agreement with Seymour Engineering for the Hickory Hills Water Quality and Storm Water Improvements Project;

WHEREAS, Seymour Engineering will provide services including topographic survey, engineering design, bidding package, construction administration and resident project representative; and

WHEREAS, the City was awarded \$2,973,981 in GOMESA 2023 funding for the Hickory Hills, Lagrange, and Cotita Water Quality and Stormwater Runoff Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish, wildlife and natural resources;

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby find that entering the attached professional services agreement with Seymour Engineering 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 City is hereby authorized to enter into a professional services agreement with Seymour Engineering for professional services in an amount not to exceed \$453,350.

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 Gollott**, seconded by **Councilman Elbin**, and the following vote was recorded:

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: August 21, 2023
Subject: GOMESA - Hickory Hills Water Quality and Storm Water Improvements Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Hickory Hills Water Quality and Storm Water Improvements Project in an amount not to exceed \$453,350.

BACKGROUND:

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

The City was awarded \$2,973,981 in GOMESA 2023 funding for the Hickory Hills, Lagrange, and Cotita Water Quality and Stormwater Runoff Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish, wildlife, and natural resources.

The project will consist of installing a series of 12", 18", 24", 36", and 48" reinforced concrete pipes, grassed outfall swales as a secondary treatment system, and erosion control measures that will also be implemented throughout the project.

The stormwater treatment structures will remove sediment from stormwater runoff decreasing pollutant discharges into the Pascagoula River and Gulf of Mexico. The implementation of erosion control measures will aid in coastal restoration, hurricane protection, and mitigate the loss of coastal wetlands.

DISCUSSION:

Seymour will provide services including topographic survey, engineering design, bidding package, construction administration, and resident project representative.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Hickory Hills Water Quality and Storm Water Improvements Project in an amount not to exceed \$453,350.

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

THIS IS AN AGREEMENT made as of _____, 2023, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to CONSTRUCT A NEW STORMWATER RUNOFF SYSTEM TO IMPROVE WATER QUALITY ALONG HICKORY HILLS DRIVE, LAGRANGE DRIVE AND COTITA DRIVE in Gautier, Mississippi (hereinafter called the Project).

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

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design.

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

1.3. Final Design Phase.

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

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

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

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

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

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

1.4 Bidding or Negotiating Phase.

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

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

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

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

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

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

1.5. Construction Phase.

During the Construction Phase:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

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

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

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

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

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Working with MDEQ Program Manager throughout Construction Phase.

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

SECTION 3 - PAYMENTS TO ENGINEER

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

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

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

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

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

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

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

3.2 Times of Payments.

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

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

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

4.2. Reuse of Documents.

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

4.3. Insurance.

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

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

4.4. Controlling Law.

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

4.5. Successors and Assigns.

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

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

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

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

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

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

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

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

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

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

5.2.4 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER:

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

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

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

DATE:

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)
A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____20____, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

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

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

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

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

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

EXHIBIT B
STANDARD HOURLY RATES

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

REIMBURSABLE:

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

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

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

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2023 between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. ADDITIONAL SERVICES:

A. Topographic Survey

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

COST: LUMP SUM \$40,000.00

2. BASIC SERVICES:

A. Engineering Design

Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes constructing a new stormwater runoff system to improve water quality along Hickory Hills Drive, Lagrange Drive, and Cotita Drive.

COST: LUMP SUM \$205,300.00

B. Bidding

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

COST: LUMP SUM \$10,000.00

C. Construction Administration

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.

- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

COST: LUMP SUM \$65,500.00

D. Resident Project Representative

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

COST: LUMP SUM \$132,550.00

TOTAL COST: LUMP SUM \$453,350.00

Councilman Jackson made the motion to approve Change Order No. 1 (Summary) and pay application No. 2, as presented, for the Sanitary Sewer Mains Rehabilitation Project – College Park, Guillotteville Road and Valleywood Subdivisions. Councilman Gollott 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 369-2023

WHEREAS, the Grants and Projects Department requests for the City Council approve Change Order No. 1 (Summary) and Pay Application No. 2; and

WHEREAS, Change Order No. 1 (summary) serves to increase the contract amount by \$7,975.50; and

WHEREAS, the increase is due to some areas were added after the initial development of scope was discussed resulting in additional 35 manhole inspections where I & I had been identified. The funding source of the project (ARPA) required a metric for the successfulness of the improvements made to be tracked and to do this, a 90 DY rain gauge was required in conjunction with the flow meters to track these metrics in relation to rainfall during the monitoring period and 4 reverse setups; and

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

WHEREAS, if approved, the new contract amount would be \$170,325.50; and

WHEREAS, Seymour Engineering has reviewed Change Order No. 1 and Pay Application No. 2 and recommends approval of both; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order No. 1 and Pay Application No. 2, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 (Summary) is approved.

IT IS FURTHER ORDERED that the pay application no. 2 in the amount of \$7,975.50 for the Sanitary Sewer Mains Rehabilitation project is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose, including the certificate of substantial completion and any remaining close out documents.

Motion was made by **Councilman Jackson**, seconded by **Councilman Gollott**, and the following vote was recorded:

AYES:	Casey Vaughan
	Adam Colledge
	Cameron George
	Richard Jackson
	Gordon Gollott
	Rusty Anderson

Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: August 30, 2023
Subject: Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions – Change Order No.1

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 for the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions in an amount not to exceed \$7,975.50.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation.

The Jackson County Board of Supervisors has also pledged County ARPA funds to assist with the project.

The project provided CCTV (closed circuit television video), smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas.

DISCUSSION:

Change Order No. 1 serves to increase the contract amount by \$7,975.50. Areas were added after the initial development of scope was discussed resulting in additional manhole inspections where I & I had been identified.

Although the change order is requesting an increase to the contract amount due to the additional 35 manhole inspections, 90 DY rain gauge for flow monitoring, and 4 reverse setups, there were several line items that had underruns reducing the increased amount to the contract total.

Seymour Engineering has reviewed the change order and recommends approval.

Change Order

OWNER:

City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 001(SUMMARY)**DATE: 8/22/2023****CONTRACTOR:**

Suncoast Infrastructure, Inc.
1858 Highway 49 South
Florence, MS 39073

ENGINEER: Seymour Engineering, PLLC**PROJECT TITLE: Sanitary Sewer Mains
Rehabilitation Project**

SUMMARY:

This Change Order serves to summarize quantities for work completed to date. Initial estimates for the project were adjusted as the project progressed to capture as many areas with I & I potential. Some areas were added after the initial development of scope was discussed resulting in additional manhole inspections where I & I had been identified through meetings with Clearwater Solutions. The funding source of the project (ARPA) required a metric for the successfulness of the improvements made to be tracked. To do this, a rain gauge was required in conjunction with the flow meters to track these metrics in relation to rainfall during the monitoring period. Additionally, unforeseen circumstances resulted in additional reverse set-ups to successfully CCTV areas where there were obstacles in the Sanitary Sewer Main. Lastly, there were line items on the bid schedule that had an underrun. Please find a summation of all of these add/decrease item quantities below:

Quantities will be decreased as follows:

86 LF CCTV Cleaning, Inspection, and Recommendation \$331.10
1 EA Removal of Stabilized Debris in Manholes \$300.00
1 EA Dyed Water Testing \$100.00
4 EA Uncover Buried Manholes \$1000.00
10,197 LF Smoke Testing, Reporting, and Recommendation \$7,137.90
1861 LF Root/Grease Removal \$930.50
100 CY Disposal of Solids \$100.00

Total Deduct: \$9,899.50

Quantities are to be increased as follows:

4 EA Reverse Set Up \$2,000.00
90 DY Rain Gauge for Flow Monitoring \$10,800.00
35 EA Level 1 Manhole Inspection \$5,075.00

Total Add: \$17,875.00

THE UNIT PRICE IS AMENDED AS SHOWN BELOW:

TOTAL THIS CHANGE ORDER

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

The original Contract Sum	\$	162,350.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	162,350.00
The Contract Sum will now Change (+)	\$	7,975.50
The new Contract Sum including this Change Order will be	\$	170,325.50

CONTRACTOR

By: 
Date: 8-29-23

ENGINEER

By: 
Date: 8-29-23

OWNER

By: _____
Date: _____

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors



925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353

August 29, 2023

Brenda Greco
Grants and Projects Director Interim
City of Gautier, MS 3330 US-90
Gautier, MS 39553

RE: Summary Change Order and Pay Application No 2, Suncoast Infrastructure, Inc.
S.S. Mains Rehabilitation Project Phase 1

Dear Brenda,

Enclosed please find Summary Change Order No. 1 and Pay Application No. 2 for work completed on the referenced project. I am recommending that you place this on the next meeting agenda for consideration and approval by the Council.

If you should have any questions or need additional information, please let me know.

Sincerely,
SEYMOUR ENGINEERING

A handwritten signature in black ink, appearing to read 'Tyler Williams'.

Tyler Williams
Project Manager

Cc: Suncoast Infrastructure, Inc.
Kimberly Saucier

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Gollott 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 369-2023

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

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

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	233449	09/05/2023	08/22/2023			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML SM TOWN CONF: VAUGHAN		8173594424	08/16/2023			125.00
	001-001-681	MML SM TOWN CONF: GOLLOTT		8173594424	08/16/2023			125.00
	001-001-681	MML SM TOWN CONF: JACKSON		8173594424	08/16/2023			125.00
	001-001-681	MML SM TOWN CONF: ANDERSON		8173594424	08/16/2023			125.00
001	LAWN CARE NEAR ME LLC	233450	09/05/2023	08/22/2023			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-520	FLOWER BED MAINT: HWY 90		INV-000168	08/14/2023			900.00
001	MISSISSIPPI POWER	233451	09/05/2023	08/22/2023			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	JUL 2023 LEASE: BACOT		0796886005	08/07/2023			1,155.00
001	FOSTERS A/C & HEATING INC	233452	09/05/2023	08/22/2023			302.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ESA CLNG: SR CENTER (2)		P1129933	08/07/2023			302.50
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	233453	09/05/2023	08/22/2023			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FOE COMPANY OFFICER 2 (5)		C57420A	08/03/2023			570.00
	001-022-660	SHIPPING		C57420A	08/03/2023			20.00
001	ADRIANNE CRAWFORD RHOADS	233462	09/05/2023	08/22/2023			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: 215684		07312023	08/09/2023			200.00
	001-010-602	PUBLIC DEFENDER: 215685		07312023	08/09/2023			200.00
	001-010-602	PUBLIC DEFENDER: 215687		07312023	08/09/2023			200.00
	001-010-602	PUBLIC DEFENDER: 218323		07312023	08/09/2023			200.00
001	CATALIS COURTS AND LAND RECORDS LLC	233464	09/05/2023	08/22/2023			1,485.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	AUG 2023 COURT SUPPORT		307304253	08/09/2023			1,485.00
001	AGJ SYSTEMS & NETWORKS INC	233465	09/05/2023	08/22/2023			7,113.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	SEP 2023 MSP COMPLETE CARE		MSP-107291	09/01/2023			6,200.00
	001-092-606	SEP 2023: MS365 EXC (80)		107373	09/01/2023			400.00
	001-092-606	SEP 2023: MS365 BUS (34)		107373	09/01/2023			459.00
	001-092-606	SEP 2023: LITIGATN HOLD (18)		107373	09/01/2023			54.00
001	DELTA COMPUTER SYSTEMS INC	233466	09/05/2023	08/22/2023			605.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	SEP 2023 ACCT SOFTWARE MAINT		DHLMN10637	09/01/2023			430.00
	001-092-606	SEP 2023 PRIV LIC SW MAINT		DHLMN10638	09/01/2023			175.00

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	233467	09/05/2023	08/22/2023			1,127.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6481059	08/15/2023			470.88
	001-092-698	IM C8000 USAGE: B/W		INV6481059	08/15/2023			209.00
	001-092-698	IM C8000 USAGE: COLOR		INV6481059	08/15/2023			211.16
	001-090-698	MP C4504 USAGE: B/W		INV6481059	08/15/2023			20.42
	001-090-698	MP C4504 USAGE: COLOR		INV6481059	08/15/2023			215.57
001	RJ YOUNG COMPANY LLC	233468	09/05/2023	08/22/2023			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV4649513	08/09/2023			38.00
	001-100-699	RICO IM C2500:BASE FEE		INV6469513	08/09/2023			37.55
001	SPARKLIGHT	233469	09/05/2023	08/22/2023			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2023:CBL BOX#118476316		08082023	08/08/2023			62.38
001	SPARKLIGHT	233470	09/05/2023	08/22/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2023:POLICE #107718371		08082023	08/08/2023			127.95
001	AT&T	233471	09/05/2023	08/22/2023			36.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	08/14/2023			36.34
001	AT&T	233472	09/05/2023	08/22/2023			4,351.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	08/14/2023			4,351.09
001	C SPIRE WIRELESS	233473	09/05/2023	08/22/2023			970.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	08/11/2023			487.70
	001-100-605	DATA CARDS (14)		0032680896	08/11/2022			482.72
001	FUELMAN	233476	09/05/2023	08/22/2023			5,276.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64907071	08/14/2023			170.96
	001-100-525	UNL FUEL		NP64907071	08/14/2023			3,659.54
	001-161-525	UNL&DSL FUEL		NP64907071	08/14/2023			891.11
	001-170-525	UNL&DSL FUEL		NP64907071	08/14/2023			510.96
	001-205-525	UNL FUEL		NP64907071	08/14/2023			43.46
001	FUELMAN	233478	09/05/2023	08/22/2023			4,659.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64931600	08/21/2023			41.01
	001-100-525	UNL FUEL		NP64931600	08/21/2023			3,263.35
	001-161-525	UNL&DSL FUEL		NP64931600	08/21/2023			866.58
	001-170-525	UNL FUEL		NP64931600	08/21/2023			419.45
	001-205-525	DSL FUEL		NP64931600	08/21/2023			69.14

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001	CATALIS COURTS AND LAND RECORDS LLC	233494	09/05/2023	08/22/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUL 2023 COURT SUPPORT		NV23044308	07/11/2023			1,495.00
001	GAUTIER PRIDE	233496	09/05/2023	08/24/2023			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-615	SPONSORSHIP		10212023	08/21/2023			1,000.00
001	WASTE OIL COLLECTORS INC	233497	09/05/2023	08/24/2023			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	STOP CHG: PUMP USED OIL		0027081	08/21/2023			80.00
001	SOUTHERN PEST CONTROL INC	233498	09/05/2023	08/24/2023			456.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-431090	07/27/2023			456.00
001	E AND J TIRE LLC	233500	09/05/2023	08/25/2023			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	VALVE STEM CORE: REC TRUCK		10108	08/16/2023			25.00
001	HUEY P STOCKSTILL LLC	233502	09/05/2023	08/25/2023			181.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	2.04 TN ASPHALT: JOBETH		61162	08/11/2023			181.56
001	COG 7M BOND ACCT	233505	09/05/2023	08/25/2023			6,384.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		08252023	08/25/2023			6,384.38
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	233515	09/05/2023	08/28/2023			921.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	WELLNESS CK,VAX & MEDS: TESS		243737	08/17/2023			747.00
	001-100-514	EXAM, ANTIBIOTICS: TOK		243752	08/18/2023			174.10
001	RJ YOUNG COMPANY LLC	233518	09/05/2023	08/28/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6494176	08/23/2023			113.14
	001-161-698	ADMIN FEE		INV6494176	08/23/2023			8.00
001	SPARKLIGHT	233519	09/05/2023	08/28/2023			238.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	SEP 2023:BACOT #135939403		09222023	09/22/2023			238.88
001	SPARKLIGHT	233520	09/05/2023	08/28/2023			103.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEP 2023:CFD #122024086		09222023	09/22/2023			103.97
001	SPARKLIGHT	233521	09/05/2023	08/28/2023			94.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEP 2023:NFD #122024383		09222023	09/22/2023			94.02

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001	SPARKLIGHT	233522	09/05/2023	08/28/2023			94.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEP 2023:SFD #122025091		09222023	09/22/2023			94.02
001	SPARKLIGHT	233523	09/05/2023	08/28/2023			136.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	SEP 2023:GARAGE #134679919		09192023	09/19/2023			136.51
001	SINGING RIVER ELECTRIC COOPERATIVE	233527	09/05/2023	08/28/2023			859.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		08152023	08/23/2023			485.94
	001-161-631	MARTIN BLUFF FD 58380001		08172023	08/24/2023			298.42
	001-201-629	SIGNAL LIGHTS 17546		08172023	08/24/2023			39.38
	001-092-631	CITY LIMIT SIGN 17546		08172023	08/24/2023			35.93
001	SINGING RIVER ELECTRIC COOPERATIVE	233528	09/05/2023	08/28/2023			10,569.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		08182023	08/25/2023			6,943.01
	001-092-631	CITY HALL 10054		08182023	08/25/2023			1,258.25
	001-170-631	SRM VENUE/DLPHN PW BOX 10054		08182023	08/25/2023			60.00
	001-170-631	FRAZIER PARK 10054		08182023	08/25/2023			65.94
	001-170-631	SENIOR BLDG 10054		08182023	08/25/2023			478.79
	001-170-631	CITY PARK 10054		08182023	08/25/2023			164.58
	001-161-631	CENTRAL FD 10054		08182023	08/25/2023			532.95
	001-092-631	PUBLIC WORKS 10054		08182023	08/25/2023			340.22
	001-092-631	HWY 90 SIGN 10054		08182023	08/25/2023			41.56
	001-201-629	SIGNAL LIGHTS 10054		08182023	08/25/2023			684.43
001	FUELMAN	233535	09/05/2023	08/29/2023			5,296.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64960741	08/28/2023			186.46
	001-100-525	UNL FUEL		NP64960741	08/28/2023			3,617.59
	001-161-525	UNL&DSL FUEL		NP64960741	08/28/2023			634.45
	001-170-525	UNL FUEL		NP64960741	08/28/2023			660.38
	001-205-525	UNL&DSL FUEL		NP64960741	08/28/2023			197.89
001	SEYMOUR ENGINEERING PLLC	233543	09/05/2023	08/29/2023			6,185.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	ENG DESIGN: LIFT STN UPGRADES		8835	08/29/2023			6,185.00
001	SEYMOUR ENGINEERING PLLC	233544	09/05/2023	08/29/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	DESIGN: W&S MALL PROP		8836	08/29/2023			7,500.00
001	SINGING RIVER ELECTRIC COOPERATIVE	233549	09/05/2023	08/29/2023			3,381.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		08182023	08/25/2023			2,527.65
	001-201-629	SIGNAL LIGHT 89113001		08182023	08/25/2023			65.61
	001-170-631	CITY PARK RESTROOMS 89912001		08182023	08/25/2023			254.44
	001-201-633	STREET LIGHTS 90345002		08182023	08/25/2023			162.38

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001	SINGING RIVER ELECTRIC COOPERATIVE	233549	09/05/2023	08/29/2023			3,381.28	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	RECORDA BLDG 90790001		08182023	08/25/2023			326.41
	001-170-631	FRAZIER RESTROOMS 98546001		08182023	08/25/2023			44.79
001	SINGING RIVER ELECTRIC COOPERATIVE	233550	09/05/2023	08/29/2023			208.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		08182023	08/25/2023			177.03
	001-170-631	FITNESS TRAIL 109268001		08182023	08/25/2023			31.67
001	SINGING RIVER ELECTRIC COOPERATIVE	233552	09/05/2023	08/29/2023			883.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		08182023	08/25/2023			79.37
	001-201-633	DOLPHIN ST 94988002		08182023	08/25/2023			57.39
	001-201-633	DOLPHIN ST 94989002		08182023	08/25/2023			42.08
	001-201-633	DOLPHIN ST 94990002		08182023	08/25/2023			655.07
	001-201-633	WM PAYNE 100244006		08182023	08/25/2023			49.16
001	SINGING RIVER ELECTRIC COOPERATIVE	233553	09/05/2023	08/29/2023			583.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDABOUT 102311004		08182023	08/25/2023			30.00
	001-201-633	WM PAYNE 100245001		08182023	08/25/2023			58.43
	001-170-631	BACOT LIGHTS 10137		08192023	08/28/2023			363.30
	001-201-629	SIGNAL LIGHTS 10138		08192023	08/28/2023			131.97
001	DIXIE RUBBER & BELTING COMPANY	233578	09/05/2023	08/30/2023			145.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	3" X 7.5" SS FLEX HOSE		231718	08/29/2023			125.00
	001-161-638	4 5/8" X 4" GASKET		231718	08/29/2023			20.00
001	CAN'T MISS EMBROIDERY	233579	09/05/2023	08/30/2023			295.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-535	COG LOGO ONLY (31): SHIRTS		28137	07/10/2023	230985		170.50
	001-090-535	COG SEAL ONLY (3): RAIN JKT		28137	07/10/2023	230985		30.00
	001-090-535	COG LOGO ONLY (2): FLEECE JKT		28137	07/10/2023	230985		11.00
	001-090-535	COG LOGO ONLY (14): SHIRTS		28244	08/15/2023	231169		84.00
001	REYNOLDS WHOLESALE CO	233580	09/05/2023	08/30/2023			1,111.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	CS BMF TOWELS (5)		75043	08/10/2023	231161		124.75
	001-161-510	DAWN DETERGENT 38OZ (5)		75043	08/10/2023	231161		34.75
	001-161-510	SCOTCH BRITE PAD 24CT		75043	08/10/2023	231161		18.96
	001-161-510	38X58 CAN LINER BLK 100CT (2)		75043	08/10/2023	231161		69.90
	001-161-510	LYSOL SPRAY 12/CS		75043	08/10/2023	231161		83.88
	001-090-559	TISSUE 96 ROLL/CS (2)		75168	08/29/2023	231211		113.90
	001-090-559	CS BMF TOWELS (2)		75168	08/29/2023	231211		49.90
	001-090-559	#UMBB URINAL MAT 6/CS		75168	08/29/2023	231211		59.50
	001-090-559	#CMBB TOLIET MAT 6/CS		75168	08/29/2023	231211		59.50
	001-090-559	24X32 CAN LINER WHT 500CT		75168	08/29/2023	231211		32.95
	001-090-559	WINDEX 1 GAL		75168	08/29/2023	231211		12.95
	001-090-559	PAPER TOWEL ROLLS 30CT (3)		75168	08/29/2023	231211		104.85
	001-090-559	LYSOL 19 OZ 12CT		75168	08/29/2023	231211		83.88
	001-090-559	3D URINAL SCREEN 2PK (5)		75168	08/29/2023	231211		23.75

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001	REYNOLDS WHOLESALE CO	233580	09/05/2023	08/30/2023			1,111.37	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	FABULOSO CLEANER GAL (4)		75168	08/29/2023	231211		61.00
	001-090-559	TIME MIST SPRAY 12CT		75168	08/29/2023	231211		69.00
	001-090-559	30X36 CAN LINER WHT 200CT		75168	08/29/2023	231211		28.95
	001-205-559	DAWN 1 GAL W/PUMP (4)		75170	08/29/2023	231209		79.00
001	AIR MASTERS MECHANICAL INC	233582	09/05/2023	08/30/2023			3,899.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	INSTL DIÄKIN MINI SPLIT SYS		SM10635	08/11/2023	231044		3,899.29
001	MS FIRE ACADEMY	233583	09/05/2023	08/30/2023			1,405.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	RESCUE TECH LII: HANCOCK,M		31019	08/18/2023	230858		365.00
	001-161-681	ROPE RESCUE LI: GOFF,I		31040	08/18/2023	230859		365.00
	001-161-681	DRIVER/OP NFPA 1002: FORD,J		31054	08/18/2023	230782		675.00
001	SUNBELT FIRE INC	233585	09/05/2023	08/30/2023			4,430.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	HEAD UNIT GEN 7 HI TEMP 18"		00004322	08/11/2023	231165		2,152.79
	001-161-638	FREIGHT: ENGINE 5		00004322	08/11/2023	231165		75.00
	001-161-638	HP107396 PRESSURE GOVERNOR:E1		00004288	08/10/2023	231157		2,180.64
	001-161-638	FREIGHT		00004288	08/10/2023	231157		22.00
001	SPANISH TRAIL LANES	233589	09/05/2023	08/30/2023			247.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-509	GYMC TEAM BUILDING EVENT		08212023	08/21/2023	231189		247.00
001	JOSEPH DAVIS	233594	09/05/2023	08/30/2023			13,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	PAINT STUCCO/END CAPS: CHALL		122	07/31/2023	230869		8,100.00
	001-092-635	SHERWIN WMS PAINT: 40 GALS		122	07/31/2023	230869		2,250.00
	001-092-635	PAINT COLUMNS/WOOD TRIM: CHALL		121	07/31/2023	231019		2,400.00
	001-092-635	SHERWIN WMS PAINT: CHALL		121	07/31/2023	231019		450.00
001	NORTHCOAST BANNERS	233595	09/05/2023	08/30/2023			1,545.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	23X13 DIGI PRINT MESH BANNER		56089	08/15/2023	231163		853.00
	001-170-512	6X16 DIGI PRT MESH BANNER(3)		56089	08/15/2023	231163		576.00
	001-170-512	SHIPPING: CRUISIN EVENT		56089	08/15/2023	231163		66.00
	001-170-512	GRAPHIC ART RECREATION		56089	08/15/2023	231163		50.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	233596	09/05/2023	08/30/2023			371.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	STD 1" VIEW BINDER 12PK		3544118366	08/01/2023	231106		28.22
	001-161-500	CS COPY PAPER 8.5X11		3544118366	08/01/2023	231106		35.99
	001-161-500	GEL RETRACT PEN BLK 12PK		3544118366	08/01/2023	231106		10.53
	001-161-500	GEL RETRACT PEN BLUE 12PK		3544118366	08/01/2023	231106		13.91
	001-161-500	8 TAB INSERT DIVIDER 4PK (2)		3544118366	08/01/2023	231106		16.70
	001-161-500	XACTO 15" GUILLOTINE TRIMMER		3544118366	08/01/2023	231106		51.20
	001-161-500	CHROME INCLINE SORTER (2)		3544118366	08/01/2023	231106		17.68
	001-161-500	VERY 8167 LABELS 2000PK		3544118366	08/01/2023	231106		14.55
	001-161-500	VERY 8366 LABELS 750PK		3544118366	08/01/2023	231106		17.56

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	233596	09/05/2023	08/30/2023			371.22	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-500	BRO TZE345 LABEL TAPE BLK	3544118366	08/01/2023	231106		15.18	
	001-161-500	BRO TZE241 LABEL TAPE WHT	3544118366	08/01/2023	231106		14.51	
	001-161-500	BRO TZE641 LABEL TAPE YLW	3544118366	08/01/2023	231106		17.22	
	001-161-500	BRO TZE441 LABEL TAPE RED	3544118366	08/01/2023	231106		16.81	
	001-161-500	STD 1" VIEW BINDER 12PK	3544326714	08/04/2023	231106		28.22	
	001-161-500	CS COPY PAPER 8.5X11	3544326714	08/04/2023	231106		35.99	
	001-161-500	RTN CR: STD 1" BINDER 12PK	3544563458	08/08/2023	231106		-28.22	
	001-161-500	RTN CR: CS COPY PAPER 8.5X11	3544563458	08/08/2023	231106		-35.99	
	001-040-500	BRO DRUM UNIT DR-730	3544257504	08/03/2023	231140		101.16	
001	SPORTABOUT	233597	09/05/2023	08/30/2023			1,450.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	INTEG FOOTBALL PANTS (50)	10711	08/17/2023	231171		1,450.00	
001	RIDDELL ALL AMERICAN SPORTS	233599	09/05/2023	08/30/2023			179.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	FOOTBALL COMP TEAM ISSUE (6)	951935348	08/21/2023	231170		179.94	
001	GRAFIX SHOPPE	233600	09/05/2023	08/30/2023			467.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-702	UNIT # GRAPHIC (3): #11862	151651	07/12/2023	230986		24.00	
	001-100-702	HARLEY GRAPH KIT(2): 24 & 25	151651	07/12/2023	230986		420.00	
	001-100-702	SHIPPING	151651	07/12/2023	230986		23.82	
001	MUNICIPAL EMERGENCY SERVICES INC	233603	09/05/2023	08/30/2023			1,587.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	POLO(2);TAC PANT(2): HOLLAND	IN1880434	05/24/2023	230737		175.95	
	001-161-535	TAC PANT(3); POLO(2): BARRAS	IN1889903	06/13/2023	230737		199.95	
	001-161-535	POLO;TAC PANT(2);BELT:TILLMAN	IN1891224	06/16/2023	230737		148.45	
	001-161-535	POLO(3); TAC PANT(2): ROS	IN1891219	06/16/2023	230737		217.45	
	001-161-535	TAC PANT(3);POLO (3): JORDAN	IN1909009	07/25/2023	230737		252.85	
	001-161-535	BEANIE; CAP; BELT: JORDAN	IN1909009	07/25/2023	230737		53.60	
	001-161-535	BASE SHIRT; SHORT: HEDMAN	IN1912027	07/31/2023	230737		80.95	
	001-161-535	TAC PANT(3);PANT;SHORT: GOFF	IN1922171	08/21/2023	230737		249.95	
	001-161-535	POLO(3); TAC PANT: HILL,J	IN1922968	08/22/2023			174.35	
	001-161-535	BEANIE; CAP: HILL,J	IN1922968	08/22/2023			34.10	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	233606	09/05/2023	08/30/2023			5,997.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	PORT AUTH POLO (3): HANSEN	26597	07/19/2023	230965		57.00	
	001-100-689	TAC POLO NAVY (3): ACO	26919	08/15/2023	231056		128.97	
	001-100-689	EMBROIDERY (3)	26919	08/15/2023	231056		18.00	
	001-100-689	TAC PANT NAVY (3): ACO	26919	08/15/2023	231056		149.85	
	001-100-689	SHIPPING	26919	08/15/2023	231056		15.00	
	001-100-639	ALS PADDLE HOLSTER #6311	26874	08/10/2023	231146		68.00	
	001-100-639	SHIPPING	26874	08/10/2023	231146		15.00	
	001-100-535	FLEXRS SS SHIRT MD (16)	27075	08/25/2023	230967		944.00	
	001-100-535	FLEXRS SS SHIRT XS (3)	27075	08/25/2023	230967		177.00	
	001-100-535	FLEXRS SS SHIRT SM (5)	27075	08/25/2023	230967		295.00	
	001-100-535	FLEXRS SS SHIRT LG (13)	27075	08/25/2023	230967		767.00	
	001-100-535	FLEXRS SS SHIRT XL (12)	27075	08/25/2023	230967		708.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	233606	09/05/2023	08/30/2023			5,997.82	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	FLEXRS SS SHIRT 2XL (4)	27075	08/25/2023	230967		236.00	
	001-100-535	FLEXRS TAC PANT #32781 (2)	27075	08/25/2023	230967		158.00	
	001-100-535	FLEXRS TAC PANT #32780 (2)	27075	08/25/2023	230967		158.00	
	001-100-535	FLEXRS TAC PANT #30692 (6)	27075	08/25/2023	230967		474.00	
	001-100-535	FLEXRS TAC PANT #30693 (7)	27075	08/25/2023	230967		553.00	
	001-100-535	FLEXRS TAC PANT #36939 (2)	27075	08/25/2023	230967		158.00	
	001-100-535	NAME/TEXT EMBROIDERY (16)	27075	08/25/2023	230967		128.00	
	001-100-535	FLEXRS TAC PANT #27374 (8)	27074	08/25/2023	231145		632.00	
	001-100-535	FLEXRS TAC PANT #23858 (2)	27074	08/25/2023	231145		158.00	
001	AMAZON CAPITAL SERVICE	233607	09/05/2023	08/30/2023			1,177.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	EVERTECHPRO DRYER TIMER	1YYPOFKK7D	08/03/2023	231142		69.57	
	001-170-577	WHT FIELD PAINT 24 PK (5)	1R3DKLXRFY	08/10/2023	231162		749.50	
	001-100-635	NG 18X24 DOOR LOUVER STEEL	1DJCRJTKMM	08/16/2023	231173		209.08	
	001-205-520	4X POND CLEANER 32OZ (3)	1T1DRL76Q3	08/12/2023	231158		74.91	
	001-205-520	4X BLUE POND DYE 32OZ (3)	1T1DRL76Q3	08/12/2023	231158		74.91	
001	ECONOMY BOOTS SALES & SERVICE	233608	09/05/2023	08/30/2023			550.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	DUTY BOOTS: WILLET	877052	08/17/2023	230213		100.00	
	001-100-535	DUTY BOOTS: WARD	877052	08/17/2023	230213		100.00	
	001-100-535	DUTY BOOTS: DC BOND	877052	08/17/2023	230213		100.00	
	001-100-535	DUTY BOOTS: REID	877052	08/17/2023	230213		100.00	
	001-161-535	CHIPPAWA DUTY BOOT: GERMANY	192947	02/25/2023	230377		150.00	
001	AUDIOWAVE INC	233610	09/05/2023	08/30/2023			4,495.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	INSTL RADAR UNIT: #25	A56868	08/01/2023	231089		300.00	
	001-100-570	SHOP SUPPLIES	A56868	08/01/2023	231089		15.00	
	001-100-702	INSTL EQUIPMENT: U# 11862	A56840	08/16/2023	231095		1,840.00	
	001-100-702	SHOP SUPPLIES	A56840	08/16/2023	231095		250.00	
	001-100-702	INSTL EQUIPMENT: U# 12079	A56949	08/24/2023	231187		1,840.00	
	001-100-702	SHOP SUPPLIES	A56949	08/24/2023	231187		250.00	
001	BORDIS & DANOS PLLC	233616	09/05/2023	08/31/2023			15,380.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	SEP 2023 RETAINER	122	09/01/2023			11,250.00	
	001-060-602	LITIGATION: GULF BREEZE CONS	122	09/01/2023			4,130.00	
001	PITTMAN HOWDESHELL PLLC	233617	09/05/2023	08/31/2023			1,280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	LEGAL SERV:SR MALL PROPERTY	1320	08/31/2023			1,280.00	
001	TRAVELERS CL REMITTANCE CENTER	233618	09/05/2023	08/31/2023			301.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	REMOVE/ADD VEHICLES: AUTO INS	4394J5094	08/28/2023			301.00	
FUND TOTAL	1 Claims	to	Checks	62 Total	136,453.28 Manual	Held	Total	136,453.28

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171	STRUTHERS RECREATION LLC	233592	09/05/2023	08/30/2023			59,905.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	5' XSCAPEZIP SLIDE W/HDPE INST	1037160103	08/28/2023	230676		6,059.52	
	171-176-779	XSCAPE ROCK CLMB W/OH LADDERS	1037160103	08/28/2023	230676		8,100.90	
	171-176-779	TOTS SPIDER #39014 (3)	1037160103	08/28/2023	230676		1,296.00	
	171-176-779	THE SPIDER #38002	1037160103	08/28/2023	230676		8,860.32	
	171-176-779	SPIN LEAF SEAT TILTED #3805	1037160103	08/28/2023	230676		764.64	
	171-176-779	RACCOON SPRING RIDER #62821	1037160103	08/28/2023	230676		1,345.00	
	171-176-779	TURTLE SPRING RIDER #62841	1037160103	08/28/2023	230676		1,345.00	
	171-176-779	PRIMETIME SWING 3-1/2X8	1037160103	08/28/2023	230676		1,799.00	
	171-176-779	PRIMETIME SWING ADD A BAY #	1037160103	08/28/2023	230676		1,113.00	
	171-176-779	BELT SEAT 3-1/2 OD (4)	1037160103	08/28/2023	230676		1,464.00	
	171-176-779	SITE 6' BENCH W/BACK INGRD	1037160103	08/28/2023	230676		1,956.00	
	171-176-779	150 CY EWF SAFETY SURFACE	1037160103	08/28/2023	230676		3,300.00	
	171-176-779	12" PLAYGROUND BORDER (52)	1037160103	08/28/2023	230676		1,872.00	
	171-176-779	ADA HALF RAMP	1037160103	08/28/2023	230676		485.00	
	171-176-779	INSTALLATION: SSP PLAYGROUND	1037160103	08/28/2023	230676		12,970.00	
	171-176-779	FREIGHT	1037160103	08/28/2023	230676		7,175.21	
171	GRAND VIEW SECURITY LLC	233601	09/05/2023	08/30/2023			4,580.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	AIPHONE IX SOFTWARE	0118119323	08/23/2023	230434		1,205.00	
	171-176-779	AIPHNOE IX VIDEO DOOR STN	0118119323	08/23/2023	230434		1,250.00	
	171-176-779	AIPHONE IX VIDEO STN HANDSET	0118119323	08/23/2023	230434		1,375.00	
	171-176-779	LABOR: LOG CABIN ACCESS	0118119323	08/23/2023	230434		750.00	
FUND TOTAL 171 Claims	to	Checks	2 Total	64,485.59 Manual		Held	Total	64,485.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	233461	09/05/2023	08/22/2023			2,666.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		AUG 2023	08/22/2023			2,666.55
FUND TOTAL 172 Claims	to	Checks	1 Total	2,666.55	Manual	Held	Total	2,666.55

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	233481	09/05/2023	08/22/2023			686.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MTHLY SERVICE 2 LINES	2284792244	08/14/2023			686.98	
176	AD2 INC	233482	09/05/2023	08/22/2023			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE AUG 2023	3998	08/15/2023			36.50	
	176-170-699	SHOPPING CART	3998	08/15/2023			268.50	
	176-170-699	WEBSITE MAINT 7/15-8/4/23	3998	08/15/2023			350.00	
176	A-1 TREE SERVICE INC	233514	09/05/2023	08/28/2023			3,800.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-586	RMV LG DEAD OAK: GREY HOUSE	08252023	08/25/2023			3,800.00	
176	COCA COLA BOTTLING CO UNITED INC	233516	09/05/2023	08/28/2023			82.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	CS 200Z BARQS (1)	3 7272522075	08/25/2023			30.00	
	176-170-541	CS 200Z SPORTS DRINK (2)	3 7272522075	08/25/2023			52.00	
176	SPARKLIGHT	233524	09/05/2023	08/28/2023			265.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	SEP 2023:SSP #132698937	09192023	09/19/2023			265.45	
176	SPARKLIGHT	233525	09/05/2023	08/28/2023			136.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	SEP 2023:SSP #136075116	09222023	09/22/2023			136.51	
176	BAY ICE COMPANY INC	233577	09/05/2023	08/30/2023			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	AUG 2023 BOX RENTAL	682537	08/31/2023			50.00	
176	HENZE ENTERPRISES INC	233590	09/05/2023	08/30/2023			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-586	16 CY RED FILL SAND: TRAILS	32314	08/08/2023	231097		160.00	
176	SPORTABOUT	233598	09/05/2023	08/30/2023			381.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	SCREEN PRINT: SSP TEE (48)	10734	08/30/2023	231069		381.60	
176	WESCO GAS AND WELDING SUPPLY INC	233604	09/05/2023	08/30/2023			520.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-702	MIG WELDER CART	2001354682	08/21/2023	231143		182.31	
	176-170-702	CYLINDER ARGON 150	2001354682	08/21/2023	231143		40.23	
	176-170-702	CYLINDER CFS-150	2001354682	08/21/2023	231143		295.00	
	176-170-702	SURCHARGE	2001354682	08/21/2023	231143		.35	
	176-170-702	HAZMAT DELIVERY	2001354682	08/21/2023	231143		2.85	

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176	E AND J TIRE LLC	233605	09/05/2023	08/30/2023			55.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	AT24/26-12R12 TR6 CARLSLE TUBE		10135	08/24/2023	231202		30.00
	176-170-639	TUBE INSTALL: LAWNMOWER		10135	08/24/2023	231202		25.00
FUND TOTAL 176 Claims	to	Checks	11 Total	6,793.28 Manual		Held		Total 6,793.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
251	2018-2019 BOND DEBT SERVICE FUND	233439	09/05/2023	08/17/2023			608.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	251-900-950	BUDGETED TRX: ACCUM INT		07312023	07/31/2023			608.00
FUND TOTAL 251 Claims	to	Checks	1 Total	608.00 Manual		Held	Total	608.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
253	2018-2019 BOND DEBT SERVICE FUND	233440	09/05/2023	08/17/2023			866.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	253-900-950	BUDGETED TRX: ACCUM INT		07312023	07/31/2023			866.00
FUND TOTAL 253	Claims	to	Checks	1 Total	866.00 Manual	Held	Total	866.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	233537	09/05/2023	08/29/2023			10,932.00	
		Description		Invoice #	Date	P.O.	Amount	
		AMPHITHEATER CONST 52% (1)		6	07/31/2023			10,932.00
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	233538	09/05/2023	08/29/2023			355,955.00	
		Description		Invoice #	Date	P.O.	Amount	
		AMPHITHEATER CONST 52% (2)		6	07/31/2023			355,955.00
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	233540	09/05/2023	08/29/2023			407,931.51	
		Description		Invoice #	Date	P.O.	Amount	
		AMPHITHEATER CONST 60%		7	08/28/2023			407,931.51
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-778	233541	09/05/2023	08/29/2023			105,112.75	
		Description		Invoice #	Date	P.O.	Amount	
		GREAT LAWN SITE WORK 4%		1	08/29/2023			105,112.75
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	233542	09/05/2023	08/29/2023			24,825.00	
		Description		Invoice #	Date	P.O.	Amount	
		TO #7: ENG/ARC DESIGN 30%		8838	08/29/2023			24,825.00
FUND TOTAL 304 Claims	to	Checks	5 Total	904,756.26	Manual		Held	Total 904,756.26

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	MPI GO BOND S2019 CONSTRUCTION FUND	233513	09/05/2023	08/28/2023			3,995.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	309-510-762	REIM: CK 169 ALLRED:GEOTECH	202173-01	04/05/2023				3,995.00
FUND TOTAL 309 Claims	to	Checks	1 Total	3,995.00	Manual	Held	Total	3,995.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	233533	09/05/2023	08/29/2023			5,657.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		41223	08/09/2023			5,657.50
FUND TOTAL 355 Claims	to	Checks	1 Total	5,657.50 Manual		Held	Total	5,657.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC	233546	09/05/2023	08/29/2023			35,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-787	CONST ADMIN/RPR 75%		8839	08/29/2023		35,200.00	
FUND TOTAL 361 Claims	to	Checks	1 Total	35,200.00	Manual	Held	Total	35,200.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
370	MORAN HAULING INC	233539	09/05/2023	08/29/2023			152,869.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	370-600-683	HEAD START DRAINAGE IMPS		1	08/28/2023		152,869.94	
FUND TOTAL 370 Claims	to	Checks	1 Total	152,869.94	Manual	Held	Total	152,869.94

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	233418	09/05/2023	08/16/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		08092023	08/09/2023		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		08092023	08/09/2023		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		08092023	08/09/2023		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		08092023	08/09/2023		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		08092023	08/09/2023		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		08092023	08/09/2023		9,665.99	
400	COG DEPOSITORY ACCOUNT	233419	09/05/2023	08/16/2023			134,208.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUL 2023 GARBAGE PMTS		07312023	07/31/2023		134,208.45	
400	2018-2019 BOND DEBT SERVICE FUND	233441	09/05/2023	08/17/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2023: 2018 BOND DS		09012023	09/01/2023		24,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	233442	09/05/2023	08/17/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2023: 2019 BOND DS		09012023	09/01/2023		32,000.00	
400	ARISTA INFORMATION SYSTEMS INC	233454	09/05/2023	08/22/2023			4,527.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2023 PRINTING 2067001		0007982	07/31/2023		1,155.06	
	400-650-698	JUL 2023 POSTAGE 2067001		0007982	07/31/2023		3,372.23	
400	COAST CHLORINATOR & PUMP CO INC	233455	09/05/2023	08/22/2023			1,777.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	230V BOOSTER PUMP:OFFICE WELL		76242	08/16/2023		2,222.00	
	400-651-581	20% DISCOUNT: EMERGENCY		76242	08/16/2023		-444.40	
400	COGENT STRATEGIES LLC	233456	09/05/2023	08/22/2023			7,546.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 08/6/23-09/5/23		3171	08/15/2023		7,500.00	
	400-650-601	REIMB TRAVEL EXP		3171	08/15/2023		46.82	
400	MISSION COMMUNICATIONS LLC	233457	09/05/2023	08/22/2023			1,857.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES PS		1079143	08/10/2023		371.40	
	400-651-698	RENEWAL: RUE ST DENIS PS		1079143	08/10/2023		371.40	
	400-651-698	RENEWAL: PAT DR PS		1079143	08/10/2023		371.40	
	400-651-698	RENEWAL: CAMINO GRANDE		1079143	08/10/2023		371.40	
	400-651-698	RENEWAL: CITY PARK PS		1079143	08/10/2023		371.40	
400	MS STATE DEPT OF HEALTH	233458	09/05/2023	08/22/2023			22,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	FY23 WATER QUALITY ANALYSIS		MS0300004	08/15/2023		22,473.00	

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400	2018/2019 BOND CONSTRUCTION FUND	233474	09/05/2023	08/22/2023			339,212.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-958	BUDGETED TRX: FUND 355		08222023	08/22/2023			339,212.47
400	FUELMAN	233477	09/05/2023	08/22/2023			259.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64931600	08/14/2023			259.84
400	COG DEPOSITORY ACCOUNT	233479	09/05/2023	08/22/2023			180,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX: FUND 001		08312023	08/31/2023			180,000.00
400	FUELMAN	233480	09/05/2023	08/22/2023			227.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64931600	08/21/2023			227.21
400	AT&T	233484	09/05/2023	08/22/2023			98.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	08/14/2023			98.64
400	AT&T	233486	09/05/2023	08/22/2023			66.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	08/06/2023			66.04
400	RJ YOUNG COMPANY LLC	233490	09/05/2023	08/22/2023			231.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV6481060	08/15/2023			166.49
	400-650-698	IM C4500 USAGE: B/W		INV6481060	08/15/2023			8.94
	400-650-698	IM C4500 USAGE:COLOR		INV6481060	08/15/2023			55.99
400	SOUTHERN LINC	233492	09/05/2023	08/22/2023			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	AUG 2023 SERV CHGS		201249	08/01/2023			80.00
	400-650-698	TAXES/FEES		201249	08/01/2023			6.68
400	ANSER	233493	09/05/2023	08/22/2023			595.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:8/2-8/29/23		277-080223	08/02/2023			585.00
	400-650-698	PAPER INVOICE FEE		277-080223	08/02/2023			10.00
400	SOUTHERN PEST CONTROL INC	233499	09/05/2023	08/24/2023			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FLEA-TICK TRMT: UTY BLDG		171-432599	04/12/2023			80.00
	400-650-698	PEST CONTROL: UTY BLDG		171-436156	06/28/2023			75.00
400	HUEY P STOCKSTILL LLC	233501	09/05/2023	08/25/2023			1,079.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	2.03 TN ASPHALT: CALLE/HOMESTD		61162	08/11/2023			180.67
	400-651-683	3.0 TN ASPHALT: BACOT		61162	08/11/2023			267.00
	400-651-683	2.06 TN ASPHALT: CW WEBB		61375	08/21/2023			183.34

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HUEY P STOCKSTILL LLC	233501	09/05/2023	08/25/2023			1,079.57	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	2.96 TN ASPHALT: AMAR EAST		61375	08/21/2023			263.44
	400-651-683	2.08 TN ASPHALT: BACOT		61375	08/21/2023			185.12
400	JACKSON COUNTY UTILITY AUTHORITY	233503	09/05/2023	08/25/2023			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	SEP 2023 TREATMENT CHGS		2261	09/01/2023			238,372.00
400	COG DEPOSITORY ACCOUNT	233504	09/05/2023	08/25/2023			7,762.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE: FUND 001		08242023	08/24/2023			7,762.50
400	FOSTERS A/C & HEATING INC	233517	09/05/2023	08/28/2023			1,496.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	REPL BLOWER WHEEL: UTY BLDG		W1133078	08/08/2023			656.12
	400-650-635	REPL CAPACITOR: 2406X60186		W1133249	08/08/2023			230.00
	400-650-635	REPL CONDSR MOTOR: 2406X60186		W1133286	08/08/2023			300.00
	400-651-698	CLN COILS: WTR TRMT PLANT		W1133556	08/14/2023			185.00
	400-650-635	SERV CALL: NIBF P275KHRFF		W1133870	08/15/2023			125.00
400	SPARKLIGHT	233526	09/05/2023	08/28/2023			114.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2023:UTLY #107663106		09222023	09/22/2023			114.95
400	SINGING RIVER ELECTRIC COOPERATIVE	233529	09/05/2023	08/28/2023			3,439.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER WTR TANK 109812001		08152023	08/23/2023			31.04
	400-651-631	LIFT STATIONS 20649		08152023	08/23/2023			1,634.09
	400-651-631	LIFT STATIONS 28779		08152023	08/23/2023			88.47
	400-651-631	SCHOONER WELL 20688		08152023	08/23/2023			1,447.78
	400-651-631	LIFT STATIONS 20668		08152023	08/23/2023			237.64
400	SINGING RIVER ELECTRIC COOPERATIVE	233530	09/05/2023	08/28/2023			5,536.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		08172023	08/24/2023			69.12
	400-651-631	LIFT STNS 89702001		08172023	08/24/2023			30.00
	400-651-631	LIFT STNS 17881		08172023	08/24/2023			2,429.99
	400-651-631	WATER WELLS 17881		08172023	08/24/2023			3,007.50
400	SINGING RIVER ELECTRIC COOPERATIVE	233531	09/05/2023	08/29/2023			9,781.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		08182023	08/25/2023			254.51
	400-651-631	WATER WELLS 17882		08182023	08/25/2023			4,600.61
	400-651-631	CTIY HALL SOUTH 17882		08182023	08/25/2023			2,738.90
	400-651-631	LIFT STATIONS 17882		08182023	08/25/2023			2,187.04
400	WAGGONER ENGINEERING INC	233532	09/05/2023	08/29/2023			8,515.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	2023 UTILITY RATE STUDY		41227	08/09/2023			8,515.00

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WAGGONER ENGINEERING INC	233534	09/05/2023	08/29/2023			5,027.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		41225	08/09/2023			1,162.50
	400-650-603	PRELIM ENG: EPA STAP APP		41225	08/09/2023			3,865.00
400	FUELMAN	233536	09/05/2023	08/29/2023			154.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64960741	08/28/2023			154.26
400	SEYMOUR ENGINEERING PLLC	233545	09/05/2023	08/29/2023			9,288.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	BIDDING: CCTV SS LINES		8837	08/29/2023			4,688.10
	400-651-603	CA/RPR: CCTV SS LINES		8837	08/29/2023			4,600.00
400	SINGING RIVER ELECTRIC COOPERATIVE	233555	09/05/2023	08/29/2023			1,326.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		08182023	08/25/2023			1,326.60
400	CONSOLIDATED PIPE & SUPPLY	233560	09/05/2023	08/29/2023			1,184.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	COMBO AIR/VAC VLV: H-57 WELL		3735138000	08/22/2023			1,184.00
400	ACTION PRINTING CENTER INC	233581	09/05/2023	08/30/2023			215.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	W/S APPLICATION (750)		2099	08/22/2023	231164		215.48
400	LAWRENCE PRINTING COMPANY INC	233584	09/05/2023	08/30/2023			350.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	LASER CHECKS: FUND 400		76827	08/18/2023	231153		335.00
	400-650-559	SHIPPING		76827	08/18/2023	231153		15.81
400	SOUTHERN PIPE & SUPPLY CO INC	233586	09/05/2023	08/30/2023			4,954.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	24" SOLID CORRGTED PIPE 140'		8222913-00	08/04/2023	231110		4,590.60
	400-651-683	15"X15" HDPE TEE		8222913-00	08/04/2023	231110		363.77
400	MICRO METHODS INC	233587	09/05/2023	08/30/2023			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TSS SINGLE SAMPLE: ION PLANT		2308296186	08/22/2023	231174		70.00
400	DOLPHIN SAFETY SUPPLY INC	233588	09/05/2023	08/30/2023			46.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	HI VIS SAFETY VEST (4)		08252023	08/25/2023	231205		46.00
400	CONSOLIDATED PIPE & SUPPLY	233591	09/05/2023	08/30/2023			2,808.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2 BRZ MTR CPLG (6)		3735260000	08/22/2023	231177		192.00
	400-651-581	2X6 STD RED BRASS NIPL (6)		3735260000	08/22/2023	231177		156.00
	400-651-581	2XC STD RED BRASS NIPL (6)		3735260001	08/21/2023	231177		66.00
	400-651-581	10X2 FORD DS BRZ SDL (6)		3735260002	08/17/2023	231177		1,260.00

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY Account Number 400-651-581	233591	09/05/2023	08/30/2023			2,808.00	(CONTINUED)
		Description		Invoice #	Date	P.O.	Amount	
		8X2 FORD DS BRZ SDL (6)		3735260002	08/17/2023	231177		1,134.00
400	COAST CHLORINATOR & PUMP CO INC Account Number 400-651-581	233593	09/05/2023	08/30/2023			220.00	
		Description		Invoice #	Date	P.O.	Amount	
		S/S LIQD FILL PRESS GAUGE(10)		76247	08/18/2023	231180		220.00
400	CORE & MAIN LP Account Number 400-651-583 400-651-583 400-651-709 400-651-709 400-651-709 400-651-709	233602	09/05/2023	08/30/2023			5,343.91	
		Description		Invoice #	Date	P.O.	Amount	
		3/4X3 WRAP REP CLP OD (16)		T293789	08/09/2023	230864		689.44
		4" HYMAX 2 FLIP CPLG OD (4)		T293789	08/09/2023	230864		973.84
		BLK 2" MSHL W/4 KNOCKOUTS(84)		T271193	08/04/2023	231082		1,417.92
		BLACK COVER (84)		T332574	08/04/2023	231082		918.96
		2" BLACK BODY (25)		T332574	08/04/2023	231082		781.25
		BLK COVER WTR MTR SOLID (25)		T332574	08/04/2023	231082		562.50
400	LYMAN WELL COMPANY Account Number 400-651-581	233609	09/05/2023	08/30/2023			3,200.00	
		Description		Invoice #	Date	P.O.	Amount	
		FLOW TEST WELLS (8)		23-200	08/17/2023	231181		3,200.00
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-584	233611	09/05/2023	08/30/2023			1,700.00	
		Description		Invoice #	Date	P.O.	Amount	
		CONERY ROTO FLOAT(20): SPARES		454005	08/08/2023	231107		1,700.00
FUND TOTAL 400 Claims to		Checks	43 Total	1,104,735.43	Manual	Held	Total	1,104,735.43

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	JACKSON COUNTY BOARD SUPERVISORS	233460	09/05/2023	08/22/2023			4,293.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-695	2023 HH HAZ WASTE EVENT		HHW2023-3	08/09/2023			4,293.64
FUND TOTAL 404 Claims	to	Checks	1 Total	4,293.64 Manual		Held	Total	4,293.64

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	2018/2019 BOND CONSTRUCTION FUND	233475	09/05/2023	08/22/2023			47,562.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	421-900-958	BUDGETED TRX: FUND 355		08222023	08/22/2023		47,562.52	
FUND TOTAL 421 Claims	to	Checks	1 Total	47,562.52	Manual	Held	Total	47,562.52

Docket of Claims
Release date from 09/05/2023 thru 09/05/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	62 Total	136,453.28 Manual	Held	Total	136,453.28
FUND 171 Claims	to	Checks	2 Total	64,485.59 Manual	Held	Total	64,485.59
FUND 172 Claims	to	Checks	1 Total	2,666.55 Manual	Held	Total	2,666.55
FUND 176 Claims	to	Checks	11 Total	6,793.28 Manual	Held	Total	6,793.28
FUND 251 Claims	to	Checks	1 Total	608.00 Manual	Held	Total	608.00
FUND 253 Claims	to	Checks	1 Total	866.00 Manual	Held	Total	866.00
FUND 304 Claims	to	Checks	5 Total	904,756.26 Manual	Held	Total	904,756.26
FUND 309 Claims	to	Checks	1 Total	3,995.00 Manual	Held	Total	3,995.00
FUND 355 Claims	to	Checks	1 Total	5,657.50 Manual	Held	Total	5,657.50
FUND 361 Claims	to	Checks	1 Total	35,200.00 Manual	Held	Total	35,200.00
FUND 370 Claims	to	Checks	1 Total	152,869.94 Manual	Held	Total	152,869.94
FUND 400 Claims	to	Checks	43 Total	1,104,735.43 Manual	Held	Total	1,104,735.43
FUND 404 Claims	to	Checks	1 Total	4,293.64 Manual	Held	Total	4,293.64
FUND 421 Claims	to	Checks	1 Total	47,562.52 Manual	Held	Total	47,562.52
Total for all Funds			Checks	132 Total	2,470,942.99 Manual	Held	Total 2,470,942.99

Councilman Jackson made the motion to approve consent agenda items 1- 8, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 370-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-8 are hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2023.

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

ORDER NUMBER 371-2023

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 15, 2023 and the Budget Work Session held August 17, 2023 are hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

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

**RESOLUTION APPROVING SPONSORSHIP OF FRIENDS OF
JACKSON COUNTY ANIMAL SHELTER PETS
6th ANNUAL PADDLE FOR PAWS POKER FLOAT
TO BE HELD ON SEPTEMBER 16, 2023**

RESOLUTION NUMBER 113-2023

WHEREAS, the Friends of Jackson County Animal Shelter Pets has requested that the City sponsor its 6th annual Paddle for Paws Poker Float to be held on September 16, 2023; and

WHEREAS, the sponsorship costs \$500.00; and

WHEREAS, the sponsorship includes being recognized on Event Facebook page, and on event day; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

BE IT THEREFORE RESOLVED, by the Mayor and Members of the Council that sponsorship of the Friends of Jackson County Animal Shelter Pets 6th Annual Paddle for Paws Poker Float in the amount of \$500.00 is hereby authorized.

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

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

AYES:	Casey Vaughan Adam Colledge Cameron George Richard Jackson Gordon Gollott Rusty Anderson Dante Elbin
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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 September 5, 2023.

2953 Bienville Blvd. #134
Ocean Springs, MS 39564



www.fjcas.org
Like Us on Facebook

Dear Potential Event Sponsor,

Friends of Jackson County Animal Shelter Pets is planning its **6th Annual "Paddle for Paws Poker Float"** that will take place on **September 16, 2023**. The paddle fundraiser will begin and end at Lighthouse Park in Pascagoula and include additional stops along the Pascagoula River. The purpose of the ride is to:



- 1) Bring awareness to our organization and what we do
- 2) Raise funds for the hundreds of animals we rescue each year
- 3) Have a fun time with other animal lovers



Event Facebook Page
"Paddle for Paws Poker Float"

We are asking local businesses and individuals to become sponsors of this fun event – a list of sponsorship levels is attached. We are very excited about this event and are hoping for a great turnout as it has grown each year. Your donation would be appreciated in making it a success.

If you have any questions and/or to coordinate pick up, email friendsofjcas@gmail.com or contact the volunteer listed below. Be sure to provide the name you would like to include in recognition and visit and like our event Facebook page too. **Thank-you in advance for your support!**

Sincerely,

Tammy Harris

Tammy Harris
FJCASP Board President

Volunteer: _____

Phone: _____

Email: _____

About Friends of Jackson County Animal Shelter Pets (FJCASP)

*FJCASP is an ALL volunteer animal rescue with a mission of saving animals from the Jackson County Animal Shelter and giving them new hope and life. **Last year FJCASP helped find homes for 429 dogs and cats.** The animals we rescue receive full vetting and other treatments they require. In 2022, our expenses **totaled more than \$107,100.** When healthy and ready, the animals are adopted locally or transported to one of the many rescue organizations we work with across the Country that are diligently seeking the very best forever homes for our animals. Through a grant, we have **also provided 600+ annual vaccinations, microchips, and spay/neuters for pets** of low-income Jackson County families (since 2017).*

*Without the help of fosters, volunteers, and donors we would not be able to make this mission possible. **ALL – 100% of - donations and proceeds from events like this are used solely for the animals' needs and are tax deductible as we are a 501(c)(3) non-profit organization.***

Visit www.fjcas.org (About Us/2020 Accomplishments) to learn more about Friends and see some of the amazing work our fosters do.



6th Annual Paddle for Paws Poker Float – Sept. 16, 2023 – Sponsorship & Donor Opportunities

All Donors will be recognized on Event Facebook Page, and on event day.

Recognition Via	Sponsor Levels			
	\$1000+ Life Saver	\$500+ Pack Leader	\$250+ Litter Lovin'	\$100+ Paw Pal
Event Banner	Logo	Logo	Name	Name
Event T-Shirt*	Logo	Logo	Name	
Facebook	Logo/Mini Ad	Logo/Mini Ad	Name	Name
Printed Flyers/Ads*	Logo	Logo	Name	
FREE Registration(s) (Includes T-Shirts)	For 4 Paddlers	For 2 Paddlers	For 1 Paddler	
Press Release(s)*	As a "Life Saver"	Name		
Other	Acknowledged on our FJCASP Facebook Page as a "Life Saver" for a specific dog or cat's medical treatment Want to Donate a "Ruff"le Prize? Recognition for Raffle Prize Donations will be based on value of donation. Email us to Coordinate Pick Up			

* Dependent on timing of commitment and when publicized/printed/updated, T-shirt deadline is August 25, 2023

Donor's Information		
Business/Organization _____	Phone _____	
Contact Name _____	Email _____	
Are you interested in setting up a Vendor Booth if we offer? ☐ Yes ☐ No		
Level of Sponsorship: _____ Life Saver – \$1000+ _____ Pack Leader - \$500+ _____ Litter lovin' – \$250+ _____ Paw Pal - \$100+ _____ "Ruff"le Donor - \$25+ value		Sponsored Paddlers Your Sponsored Paddler(s) can register at www.fjcasp.com and notate your company name as sponsor.
		Mini-Ad Requirements: • <15 seconds • Sent via Facebook messenger • Mention Friends and/or Paddle for Paws Poker Float

Mail Checks & Form to: FJCASP (using address above) **OR Pay Via PayPal** (fjcasp@gmail.com) or **Venmo** (fjcasp)
Email Logos, Questions, Sponsored Paddler Names, and Raffle Pick-Up Requests to: fjcaspfundraiser@gmail.com

ALL donations are used toward the animals we rescue.

With the cost of Shelter Pull Fees, Microchips, Heartworm Test, Vaccinations, Rabies, Preventatives (Flea/Tick/Wormers), we spend approximately \$100 - \$125 per HEALTHY animal. However, the majority of the animals we rescue require additional medical expenses, so our adoption fees only cover the bare minimum.

Thank you for your donations!

Friends of the Jackson County Animal Shelter Pets is a 501c3 Organization so ALL donations are tax deductible

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

ORDER NUMBER 372-2023

WHEREAS, the 27th Annual Cruisin' the Coast will be held October 1, 2023 through October 8, 2023 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event, including Platinum Sponsor – Waste Pro (\$5,000); and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Waste Pro (\$5,000) for the City of Gautier's Cruisin' Through the Decades Event to be held October 1, 2023 starting at 12:00 P.M. is hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/28/2023
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on October 1, 2023.

BACKGROUND:

The 27th Annual Cruisin' the Coast will be held Oct. 1 – 8, 2023 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 1, 2023 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

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

1. Platinum -\$5,000- Waste Pro

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENTS:

1. Sponsorship Waste Pro

Cruising donation
received 8/22/23
Luo

WASTE PRO Caring For Our Communities	2101 W. State Road 434 Suite 315 Longwood, FL 32779	Wells Fargo Bank 11-24/1210	CHECK # 53416692
			DATE 8/16/2023
			Check Amount *****5,000.00
PAY Five Thousand and 00/100-----			US Dollars
TO THE ORDER OF	CITY OF GAUTIER PO BOX 670 GAUTIER, MS 39553-0670		
			VOID AFTER 90 DAYS  Authorized Signature

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

ORDER NUMBER 373-2023

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, to that end, Staff recommends the City enter into the attached non-exclusive facility use agreement with Gulf Coast Vipers Organization in order for teams to hold practices on a routine basis at Buddy Davis Park; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Facility Agreement with Gulf Coast Vipers Organization for Buddy Davis Park is hereby approved.

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/28/2023
Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

REQUEST:

The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with Gulf Coast Vipers.

BACKGROUND:

The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreement and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation department's activities.

DISCUSSION:

The City will grant Extra Innings non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative of Gulf Coast Vipers Organization and is subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's recreational facilities. Extra Innings Organization Sports will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning September-February. Gulf Coast Vipers Organization will also help with field maintenance approved by the Parks and Recreation Department.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with Gulf Coast Vipers

The City Council may:

1. Approve the Facility Use Agreement for Buddy Davis Park with Gulf Coast Vipers Organization. or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with Gulf Coast Vipers

ATTACHMENTS:

1. Facility Use Agreement Team Practice-Gulf Coast Vipers

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

**NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND
SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES**

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and _____ (President), on behalf of the _____ (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the _____ (Year):

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Gulf Coast Vipers Organization and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. Gulf Coast Vipers Organization will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning February-July. Gulf Coast Vipers Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

2. Use and Possession:

- A.** User shall use the Facilities for the purpose of conducting League practices only.
- B.** No other use is authorized without the written approval of the City Recreation Department.
- C.** Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.

- D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. Repairs:

- A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.
- B. City shall mow, weed eat the fields, and provide facilities maintenance.
- C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. Fields:

- A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.
- B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.
- C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. Complex Rules:

- A. No alcoholic beverages allowed on property; zero tolerance.
- B. No tobacco products allowed within fenced facilities; zero tolerance.
- C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).
- D. No golfing of any kind.
- E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.
- F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.

G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.

H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. **League Requirements:**

A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.

B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.

C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. **Documentation Requirements:**

A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. **Hold Harmless:**

A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the _____ day of _____, _____.

USER:

CITY OF GAUTIER

CITY MANAGER

PRINT NAME AND TITLE

PRINT NAME

PRINT LEAGUE NAME

SEASON : _____ **(YEAR)**

LEAGUE PRESIDENT: _____

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

ORDER NUMBER 374-2023

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for July 2023 is 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 **Councilman Gollott**, and the following vote was recorded:

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting September 5, 2023.

JUL 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,913,066.27
HB1 Modernization Act Funds	Depository Account	002-000-001	\$996,655.24
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,349,882.26
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$140,172.31
U S Justice Equitable Sharing	Depository Account	157-000-001	\$33,338.70
Fire Protection Fund	Depository Account	160-000-001	\$278,459.28
Tidelands Grant	Depository Account	171-000-001	\$5,363.40
Library Support Fund	Depository Account	172-000-001	\$3,052.61
Shepard State Park Fund	Depository Account	176-000-001	(\$12,844.72)
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$90,748.83
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$360,067.20
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$10,181,783.88
General Depository Reconciled Cash Balance			\$10,181,736.28

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$274,621.93)
Head Start Drainage Imp Project	Enterprise Account	370-000-002	
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	(\$79,700.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,148,595.06
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,841,835.66
Enterprise Reconciled Cash Balance			\$2,837,949.73

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,353,335.85
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,445,324.48
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$278,658.99
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$725,114.85
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,703.25
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,703.25
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	\$4,015,664.46
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$10,927.71
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$1,003,075.48
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,209,829.48
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$19,680.79
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$326.64
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$3,458,905.71
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$0.00
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,612.81
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$926,143.09
Total Bond & Restricted Reconciled Cash Balances			\$14,804,006.84

**JUL 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	JUL 2023	Balance	83.33% % to date
General Fund Revenues	11,455,774.00	10,127,744.82	1,328,029.18	88.4%
Expenditures:				
001 Legislative	267,541.00	222,310.38	45,230.62	83.0%
010 City Court	356,248.00	267,539.77	88,708.23	75.0%
021 City Manager	336,800.00	191,695.09	145,104.91	56.9%
022 Human Resources	76,928.00	57,833.40	19,094.60	75.1%
040 City Clerk	515,751.00	390,636.03	125,114.97	75.7%
060 City Attorney	160,000.00	111,609.40	48,390.60	69.7%
090 Economic Dev - Planning	521,675.00	385,385.79	136,289.21	73.8%
092 Building & General Expenses	1,420,440.00	747,949.69	672,490.31	52.6%
094 Grants & Project Admin	235,608.00	181,377.58	54,230.42	76.9%
100 Police	3,229,971.00	2,375,096.26	854,874.74	73.5%
161 Fire	3,082,807.00	2,329,575.76	753,231.24	75.5%
170 Recreation	849,496.00	584,355.32	265,140.68	68.7%
201 PW: Streets	381,300.00	140,753.17	240,546.83	36.9%
205 PW: Maintenance	353,295.00	246,378.59	106,916.41	69.7%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	852,540.00	729,026.50	123,513.50	85.5%
General Fund Expenditures	12,727,854.00	9,048,976.28	3,678,877.72	71.0%
<i>Total Operating Expenditures</i>	11,151,252.00	7,693,998.37	3,457,253.63	
<i>Total Capital Outlay Expenditure.</i>	546,569.00	448,918.71	97,650.29	
<i>Total Debt Service</i>	177,493.00	177,032.70	460.30	
<i>Total Transfers Out</i>	852,540.00	729,026.50	123,513.50	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,727,854.00	9,048,976.28	3,678,877.72	
<i>Personnel</i>	7,556,099.00	5,811,379.63	1,744,719.37	
<i>Supplies</i>	783,108.00	401,544.63	381,563.37	
<i>Other Services</i>	2,812,045.00	1,481,074.11	1,330,970.89	
<i>Capital Outlay</i>	546,569.00	448,918.71	97,650.29	
<i>Debt Service</i>	177,493.00	177,032.70	460.30	
<i>Interfund Transfers for DS</i>	852,540.00	729,026.50	123,513.50	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,727,854.00	9,048,976.28	3,678,877.72	

JUL 2023
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of JUL 2023	Balance	83.33% % to date
002 HB1 Modernization Funds				
Revenues	1,038,294.00	1,011,189.49	27,104.51	97.3%
Expenditures	2,056,730.07	1,032,970.32	1,023,759.75	50.2%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	4,059,589.75	126,780.00	3,932,809.75	3.1%
Expenditures	7,687,377.75	1,413,598.00	6,273,779.75	18.3%
030 MDAH 2014 Community Heritage				
Revenues	93,221.00	18,644.00	74,577.00	19.9%
Expenditures	95,004.43	0.00	95,004.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	513,730.37	4,367,880.28	10.5%
Expenditures	6,888,697.89	1,081,128.10	5,807,569.79	15.6%
156 SE MS METRO TASK FORCE				
Revenues	45,000.00	95,000.00	(50,000.00)	211.1%
Expenditures	321,395.10	231,462.88	89,932.22	72.0%
157 US Justice Equitable Sharing				
Revenues	0.00	8,939.72	(8,939.72)	
Expenditures	80,762.65	61,883.67	18,878.98	76.6%
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	59,321.70	620,629.09	8.7%
171 Combined Tidelands Grant				
Revenues	764,679.69	144,096.49	620,583.20	18.8%
Expenditures	759,611.79	133,665.19	625,946.60	17.5%
172 Library Support Fund				
Revenues	126,031.00	118,361.48	7,669.52	93.9%
Expenditures	126,031.00	118,877.52	7,153.48	94.3%
176 Shepard State Park				
Revenues	262,035.61	162,713.46	99,322.15	62.0%
Expenditures	298,845.61	236,207.19	62,638.42	79.0%
177 HB1353 Local Imps: Shepard				
Revenues	5,500.00	5,546.03	(46.03)	100.8%
Expenditures	1,505,500.00	60,480.00	1,445,020.00	4.0%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	240,459.95	48,302.05	83.2%
Expenditures	288,119.00	288,118.76	0.24	99.9%

**JUL 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JUL 2023	Balance	83.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	11,329.28	(674.28)	106.3%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	320,539.53	64,606.47	83.2%
Expenditures	376,638.00	376,637.50	0.50	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	11,736.56	(881.56)	108.1%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,170.20	88,086.80	70.4%
Expenditures	298,157.00	227,115.63	71,041.37	76.1%
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	500,382.50	0.50	99.9%
Expenditures	500,383.00	500,382.50	0.50	99.9%
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	0.00	0.00	0.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	19,161.00	15,266.29	3,894.71	79.6%
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	2,674,888.01	470,151.87	2,204,736.14	17.5%
Expenditures	10,557,903.36	4,774,448.21	5,783,455.15	45.2%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	4,480.36	(2,580.36)	235.8%
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	65,257.85	0.00	65,257.85	
Expenditures	65,257.85	65,257.82	0.03	99.9%
309 Town Center: MS Songwriters PA Center				
Revenues	4,508,715.64	2,507,450.90	2,001,264.74	55.6%
Expenditures	4,508,715.64	0.00	4,508,715.64	
355 Water Supply & Treatment Plant				
Revenues	390,774.99	15,305.31	375,469.68	3.9%
Expenditures	5,188,868.78	1,335,624.00	3,853,244.78	25.7%

**JUL 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JUL 2023	Balance	83.33% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,891,466.50	1,839,232.85	1,052,233.65	63.6%
Expenditures	2,891,466.50	2,111,578.89	779,887.61	73.0%
370 Head Start Drainage Improvements				
Revenues	226,908.95	0.00	226,908.95	
Expenditures	226,908.95	0.00	226,908.95	
371 Animal Shelter Water Main Extension				
Revenues	361,775.50	0.00	361,775.50	
Expenditures	361,775.50	79,700.00	282,075.50	22.0%
404 Solid Waste Fund				
Revenues	1,592,640.00	1,336,384.58	256,255.42	83.9%
Expenditures	1,605,000.00	1,073,157.21	531,842.79	66.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	5,322.80	(5,277.80)	11828.4%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	953.24	(503.24)	211.8%
Expenditures	0.00	0.00	0.00	

**JUL 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	JUL 2023	Balance	83.33% % to date
Utility Fund Revenues	9,250,000.00	7,914,824.32	1,335,175.68	85.5%
Administration	3,250,272.00	2,694,517.11	555,754.89	82.9%
Water & Sewer O & M	4,028,359.00	3,008,169.50	1,020,189.50	74.6%
Debt Service	1,067,977.00	837,335.35	230,641.65	78.4%
Transfers	1,854,352.00	1,180,000.00	674,352.00	63.6%
Contingencies	79,712.00	0.00	79,712.00	
Utility Fund Expenditures	10,280,672.00	7,720,021.96	2,560,650.04	75.0%
<i>Total Operating Expenditures</i>	<i>7,106,631.00</i>	<i>5,637,040.37</i>	<i>1,469,590.63</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>65,646.24</i>	<i>106,353.76</i>	
<i>Total Debt Service</i>	<i>1,067,977.00</i>	<i>837,335.35</i>	<i>230,641.65</i>	
<i>Total Interfund Transfers</i>	<i>1,854,352.00</i>	<i>1,180,000.00</i>	<i>674,352.00</i>	
<i>Total Contingency Expenditures</i>	<i>79,712.00</i>	<i>0.00</i>	<i>79,712.00</i>	
<i>Check Total</i>	<i>10,280,672.00</i>	<i>7,720,021.96</i>	<i>2,560,650.04</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>433,834.42</i>	 <i>107,248.58</i>	
<i>Supplies</i>	<i>336,300.00</i>	<i>203,004.41</i>	<i>133,295.59</i>	
<i>Other Services</i>	<i>6,229,248.00</i>	<i>5,000,201.54</i>	<i>1,229,046.46</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>65,646.24</i>	<i>106,353.76</i>	
<i>Debt Service</i>	<i>1,067,977.00</i>	<i>837,335.35</i>	<i>230,641.65</i>	
<i>Interfund Transfers</i>	<i>1,854,352.00</i>	<i>1,180,000.00</i>	<i>674,352.00</i>	
<i>Contingencies</i>	<i>79,712.00</i>	<i>0.00</i>	<i>79,712.00</i>	
<i>Check Total</i>	<i>10,280,672.00</i>	<i>7,720,021.96</i>	<i>2,560,650.04</i>	

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

ORDER NUMBER 375-2023

WHEREAS, the Gautier Police Department is requesting approval of the Memorandum of Understanding (MOU) with the Mississippi Attorney General's Office in order to participate in the Internet Crimes Against Children (ICAC); and

WHEREAS, the police department will partner with the Attorney General Office to ensure the department's investigators will have the proper means to investigate cybercrimes; and

WHEREAS, this program is used for training and assistance with cybercrimes; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with the Mississippi Attorney General's Office is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding (MOU) between the Mississippi Attorney General's Office and the City of Gautier/Gautier Police Department is hereby approved.

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: August 24, 2023
Subject: Authorization for Chief of Police to Enter into a Memorandum of Understanding with the Mississippi Attorney General's Office ICAC Task Force

REQUEST:

The Chief of Police requests the City Council to authorize the Chief of Police to enter into a memorandum of understanding between the Mississippi Attorney General's Office Internet Crimes Against Children (ICAC) Task Force and the Gautier Police Department.

BACKGROUND:

The United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

DISCUSSION:

The Gautier Police Department has seen an increase in internet related offenses such as child pornography this past year. The police department is not properly funded to handle these types of investigations and the department requires assistance from outside agencies. Partnering with the Attorney General officer will ensure the department's investigators will have the proper means to investigate cybercrimes.

RECOMMENDATION:

The Chief of Police recommends the City Council authorize the Chief of Police to enter into a memorandum of understanding between the Mississippi Attorney General's Office Internet Crimes Against Children (ICAC) Task Force and the Gautier Police Department.

ATTACHMENT(S):

1. Memorandum of Understanding



Mississippi Internet Crimes Against Children Memorandum of Understanding

Parties

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operate the Mississippi ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the Gautier Police Department acting through its duly authorized representative.

Overview/Mission Statement

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The mission of the Mississippi ICAC Task Force therefore is to:

1. properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers;
2. provide training and equipment to those involved in investigating and prosecuting ICAC cases and;
3. provide community education regarding the prevention of ICAC.

Purpose

The purpose of this MOU is to formalize the working relationship between the Gautier Police Department and the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, the Gautier Police Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC cases. By joining this Task Force, the Gautier Police

Department will benefit from grant resources, joint operations, and extensive training opportunities. By entering this MOU, the Mississippi Attorney General's Office will benefit from investigative support from the Gautier Police Department.

Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

The Gautier Police Department will:

Agree to use only sworn Gautier Police Department law enforcement personnel to conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Agree to conduct reactive investigations where subjects are associated with the Gautier Police Department jurisdiction, including investigations of child pornography CyberTip referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Agree to provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Agree to locate its ICAC investigators in secured space provided by the Gautier Police Department, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of the Gautier Police Department ICAC Task Force personnel, with restricted access to authorized personnel only.

Agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about

Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force, its affiliate agencies or the national ICAC Program.

Agree to accept ownership and be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and provided to Affiliate Agency by the Mississippi Attorney General's Office, based on the attached executed equipment transfer form. Upon termination of this MOU, ownership of equipment, hardware, and other non-expendable items will revert to the Mississippi Attorney General's Office.

Supervision

The Gautier Police Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

Liability

The Gautier Police Department is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Reporting Statistics

Using a form, or process provided by the Mississippi Attorney General's Office, the Gautier Police Department shall submit monthly statistics to the Mississippi Attorney General's Office on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the Gautier Police Department. The Mississippi Attorney General's Office will then be responsible for all required reporting to OJJDP.

Training

The Gautier Police Department shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate. Funding under this MOU is limited to the available funds that are received by the Mississippi Attorney General's Office under the OJJDP Grant program for the national ICAC program.

Confidentiality

The Gautier Police Department agrees that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Effective Date

This agreement shall be effective on _____, 2023 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon 30 days written notice delivered to both agency directors.

Entered into this _____ day of _____, 2023.

ICAC Task Force Affiliate-Department Head Signature

Attorney General- Mississippi Attorney General's Office

Mississippi ICAC Task Force Authorized Signature

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

RESOLUTION NUMBER 114-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING VEHICLES FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following vehicles be removed from inventory and declared surplus:

- 2010 Dodge Charger – asset number 1122
- 2010 Ford F-150 – asset number 903
- 2014 Dodge Charger – asset number 1254

WHEREAS, the Mayor and Members of the Council have determined that given the condition, these vehicles have no value, and therefore removal from inventory and discard by auction or scrap is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the vehicles described above is hereby removed from inventory and declared surplus.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 5th of September, 2023.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: August 24, 2023
Subject: Removing Police Department Vehicles from Inventory

REQUEST:

The Chief of Police requests the City Council to authorize the removal of police department vehicles from the City's inventory and insurance.

BACKGROUND:

The following vehicles were involved in auto collisions and totaled:

Asset No.: 1122, 2010 Dodge Charger VIN: 2B3KA53H77H740687
Asset No.: 903, 2010 Ford F-150 VIN: 1FTEX1CW1AFD19414
Asset No.: 1254, 2014 Dodge Charger VIN: 2C3CDXAT9EH172411

DISCUSSION:

Insurance companies have deemed these vehicles as total losses and have paid the city the value of said vehicles. This is a formal step to remove the vehicles from the City's inventory.

RECOMMENDATION:

The Chief of Police recommends the City Council authorize the removal of police department vehicles from the City's inventory and insurance.

ATTACHMENT(S):

1. None

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

ORDER NUMBER 376-2023

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 September 2023 in the amount of \$3,516.80 is hereby approved.

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

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

AYES: Casey Vaughan
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 5, 2023

SEPTEMBER 2023 UTILITY ADJUSTMENTS
THESE FOLLOW POLICY/ RECOMMEND APPROVAL

	100	400	195	130	800		REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
013-14101-000	55.40	75.75				131.15	Supply Line
016-34101-006		26.08				26.08	Pool Fill
021-11001-003		86.02				86.02	Pool Fill
027-19751-000		59.57				59.57	Pool Fill
035-09951-000		219.04	35.00			254.04	Pool Fill
037-39701-000		57.35				57.35	Pool Fill
065-37001-001	113.95	192.09		100.00	14.98	421.02	Supply Line
074-08801-001		294.71	35.00			329.71	Pool Fill
077-10201-001		21.18	35.00			56.18	Hot Water Heater
080-11001-000		206.65				206.65	Pool Fill
080-26001-004		45.05				45.05	Pool Fill
083-03001-004		95.00	35.00			130.00	Supply Line
095-05101-000	372.78	752.69	70.00			1,195.47	Supply Line
116-36701-000	159.89	253.62	105.00			518.51	Leak in Wall
TOTAL	702.02	2,384.80	315.00	100.00	14.98	3,516.80	

Councilman Jackson made the motion to recess until September 12, 2023, at 6:00pm.
Councilman George 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 19, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Receive August 2023 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive August 2023 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

Action Taken:

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

ORDER NUMBER 000-2023

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 August 2023 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2023.

		City of Gautier		
		Business Registry		
		Aug-23		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1617	2024-08-0008336	Fast Pace Urgent Care	\$30.00	Current
1731	2024-08-0008337	O'Pinks Sweets Treats & More LLC	\$20.00	Current
1276	2024-08-0008338	Ice Cream & More, LLC	\$20.00	Current
1718	2024-06-0008339	Hanger Prosthetics/Orthotics	\$44.40	Delinquent
565	2024-08-0008340	Baywood Travel	\$20.00	Current
324	2024-03-0008341	Faithfully Yours Learning Center	\$22.80	Delinquent
1789	2024-08-0008342	Ocean's 57	\$30.00	Current
1496	2024-08-0008343	Triple J's Auto Repair	\$20.00	Current
1834	2024-08-0008344	Off the Chain Bar & Grill	\$35.00	New Business
1281	2024-08-0008345	Keesler Federal Credit Union	\$30.00	Current
1736	2024-08-0008346	Cajun Clean Car Wash	\$30.00	Current
1615	2024-08-0008347	Gulf Coast Fitness	\$20.00	Current
1835	2024-08-0008348	Southern Comforts Buffet	\$45.00	New Business
1654	2024-07-0008349	Peace of Mind Homecare Service	\$22.00	Delinquent
1652	2024-07-0008350	Studio 92 Salon & Spa	\$22.00	Delinquent
1836	2024-08-0008351	The Salty Dawg Pet Grooming	\$20.00	New Business
935	2024-09-0008352	Salty Water Bed & Breakfast	\$20.00	Current
1645	2023-04-0008353	Grease Monkey	\$37.50	Delinquent
1645	2024-04-0008354	Grease Monkey	\$33.90	Delinquent
557	2024-09-0008355	Awesome Maint. & Janitorial Services	\$20.00	Current
1655	2024-07-0008356	MPC Gautier Walk-In-Clinic	\$22.00	Delinquent
513	2024-09-0008357	McDonald's #5595	\$30.00	Current
1620	2024-09-0008358	Flynn Consulting & Tutoring	\$20.00	Current
1663		Singing River Nutrition		Closed Business
857	2024-08-0008359	All God's Children Learning Center	\$30.00	Current
1555	2024-05-0008360	All God's Children Learning Center	\$33.60	Delinquent
1725	2024-07-0008361	Professional Services & Rentals	\$22.00	Delinquent
1837	2024-08-0008362	The Social Palette Art & Pottery Studio	\$20.00	New Business
1494	2024-08-0008363	Magnolia Oaks	\$30.00	Current
261	2024-08-0008364	Children's Clinic of Gautier	\$20.00	Current
1383	2024-09-0008365	B & D Plastics LLC	\$150.00	Current
1525		Casual Cuts		Closed Business
772		G.T. Enterprises		Closed Business
2737	2024-09-0008366	Gulf Coast PDR LLC	\$20.00	Current
1231	2024-09-0008367	Jeffrey L. Knight DDS	\$20.00	Current
1733	2024-08-0008368	Voodoo Tattoo	\$20.00	Current
1170	2024-09-0008369	Grand View Security LLC	\$20.00	Current
1499	2024-08-0008370	Bunny Bread	\$50.00	Current
792	2024-09-0008371	Santa Maria RV Resort & Marina	\$20.00	Current
		TOTAL:		
		New Business	4	
		Transient Vendor	0	
		Closed Business	3	
		Delinquent Renewals Issued	9	
		Current	23	

New Business August 2023			
Business Name	Business Address	Business Phone	Business Description
Off The Chain Bar & Grill	3208 Ladnier Rd	228-471-5009	Bar & Grill
Southern Comforts Buffet	726 Hwy 90 Suite F	228-623-8090	Restaurant
The Salty Dawg Pet Grooming	3204 Ladnier Rd Suite 5	228-549-3795	Dog groomin
The Social Palette Art Pottery Studio	810 Hwy 90 Suite D	228-327-4114	Art/Pottery Studio

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting: September 19, 2023
Title: Authorization to waive the pavilion rental fee at the George Martin City Park for the First Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

Introduced by:
Contact Person/Telephone Chassity Bilbo 497-2244

Summary Explanation: Authorization is requested by First Methodist Church of Gautier to waive the \$40.00 pavilion rental fee at the George Martin City Park Pavilion A for the Bark in the Park & Blessing of Pets Event on October 7, 2023 from 8:00 A.M. – 12:00 P.M.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

Second Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

WHEREAS, First United Methodist Church of Gautier will host a Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 7, 2023 from 8:00 A.M. – 12:00 P.M.; and

WHEREAS, First United Methodist Church of Gautier has requested that the City waive the pavilion rental fee in the amount of \$40.00; and

WHEREAS, the Mayor and Members of the Council have determined that First United Methodist Church of Gautier is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, First United Methodist Church of Gautier has received more than the total amount waived by the City (\$40.00) in the form of federal, state or private funding which will be used for this event;

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community, and that activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of \$40.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 7, 2023 from 8:00 A.M. – 12:00 P.M. is hereby approved and authorized; and

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

Motion was made by **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 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/12/2023
Subject: Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

REQUEST:

First United Methodist Church of Gautier requests City Council to waive the \$40 pavilion rental fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 7, 2023 from 8:00 a.m. – 12:00 p.m.

BACKGROUND:

First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 7th 8 a.m. – 12 p.m. The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 time period.

DISCUSSION:

The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or
2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested.

ATTACHMENTS:

1. Special Event
2. Gautier FUMC request letter



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:

Date of Event 10/7/23 Day or Week SAT Starting Time 8-10 AM/PM

Ending Time: 12:00 AM/PM Proposed Location of the Event: GEORGE MARTIN PARK

Describe the type of event to be conducted: BARK IN THE PARK - BLESSING OF DOGS

Reason for Event, Demonstration or March:

ANNUAL EVENT

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

- | (Street) | (Direction Turn) | (Street) |
|-----------------------|------------------|----------|
| 1. <u>PAVILLION A</u> | | |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| 5. _____ | | |

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

Applicant Information:

Organization:

Name: BONNIE GODWIN

Phone: (228) 623-4490

Address: 2420 PERCH COVE GAUTIER MS

39553

FIRST UNITED METHODIST

State

Zip

Type of Organization: CHURCH GAUTIER

Profit:

Non-Profit Federal ID#

✓

(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: SAME

Phone (Home): () _____

Address: _____

Phone (Work): () _____

City: _____

State: _____

Zip Code: _____

Position with Organization: _____

Individual(s) Responsible for keeping order and maintenance:

Name: SAME

Phone (H): () _____

(W) () _____

Name: _____

Phone (W): () _____

(W) () _____

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

Requirements of Applicant:

____ Security

____ Clean up During Event

____ Staging

____ Traffic Direction

____ Clean up After Event

____ Fencing

____ Barricades

____ Trash Receptacles/Bag

____ Other

____ Set Up Barricades

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

Applicant's Signature: Bonnie Godwin 335

Date: 9/7/23

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____

Event has been: _____

Approved: _____ Disapproved: _____

Approval/Disapproval Authority

Date: _____



2717 US 90, Gautier, MS 39553 228-497-1698

September 7, 2023

City Council
Mayor Casey Vaughn
3330 Hwy 90
Gautier, MS 39553

Dear Mayor Vaughn,

Here at First United Methodist Church of Gautier, we are looking forward to Bark in the Park/Blessing of the Dogs event on October 7, 2023, during the hours of 8am-12pm. As a 501C3 organization, we have received more than \$85.00 in charitable donations from an outside funding source to make this event possible.

We look forward to the continued partnership with the city.

Blessing in Christ,

Bonnie Godwin

Family Ministries Coordinator

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights for a period of no more than three (3) days beginning on October 30th and ending October 31st for security purposes during the annual Trunk or Treat.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of four (4) portable lights for the annual Community Fall Festival Trunk or Treat beginning October 30, 2023 through October 31, 2023 for security purposes; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of four (4) portable lights for the annual Community Trunk or Treat from October 30, 2023 through October 31, 2023 for security purposes is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/12/2023
Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of four portable lights

REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of four portable lights for a period of no more than three days beginning on October 30th and ending October 31st. for the purpose of providing lighting for security purposes during the annual Trunk or Treat

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the annual Trunk or Treat for the local community. Last year's event had over 2,000 attendees. The event offers fun & free activities including: trunk or treat, children's games & activities arts & crafts, face painting, and children's costume contest.

DISCUSSION:

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

RECOMMENDATION:

The Recreation Department recommends that City Council approve the use of four portable lights for a period of no more than five days beginning on October 30th and ending October 31st.

The City Council may:

1. Approve the use of four portable lights for a period of no more than three days beginning on October 30th and ending October 31st; or
2. Not approve the use of four portable lights for a period of no more than three days beginning on October 30th and ending October 31st

ATTACHMENTS:

1. MGCCC-Light Plant Request 2023

From: [Charles Houston](#)
To: [Chassity Bilbo](#)
Subject: Portable Lighting Request
Date: Friday, September 1, 2023 11:40:52 AM
Attachments: [image001.png](#)

Ms. Bilbo,

MGCCC would like to see if we can again borrow the City of Gautier's portable lighting units for our Fall Festival being held on campus Monday, 10-30-2023. They would like to use 4 units to light 4 different areas of the festival area. If you could call me back so I can confirm the details and coordinate with you all I would appreciate it. I know in the past they have dropped off the day before. Let me know what you think since this is a Monday. If they were dropped off that morning I think that would be fine too.

Thank You!



Cary Houston, MCJA

Chief of Police
Jackson County Campus
PO Box 100
2300 US HWY 90
Gautier, MS 39553
228-497-7697 Office
228-218-0024 Campus Police Cell
cary.houston@mgccc.edu

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Approval to waive the pavilion rental fee at the
George Martin City Park for Singing River
Academy

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Authorization is requested by Singing River Academy to waive the \$40.00 pavilion rental fee at the George Martin City Park Pavilion A for a student reward field trip on October 21, 2023 from 12:00 P.M. – 4:00 P.M.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

WHEREAS, Singing River Academy will host a student reward field trip to be held at the George Martin City Park Pavilion A on October 21, 2023 from 12:00 P.M. – 4:00 P.M.; and

WHEREAS, the student reward field trip is for students who have achieved academic growth for the school year; and

WHEREAS, Singing River Academy has requested that the City waive the pavilion rental fee in the amount of \$40.00; and

WHEREAS, the City has authority to provide such a waiver pursuant to Miss. Code Ann. § 21-19-49; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community; and

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Singing River Academy to waive the pavilion rental fee in the amount of \$40.00 for a student reward field trip to be held at the George Martin City Park Pavilion A on October 21, 2023 from 12:00 P.M. – 4:00 P.M. is hereby approved and authorized; and

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

Motion was made by **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 19, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/12/2023
Subject: Approval to waive the rental fee in the amount of (\$40.00) for the use of Pavilion A at George Martin City Park for Singing River Academy

REQUEST:

The Recreation Department has received a request from Singing River Academy to waive the rental fee in the amount of (\$40.00) for the use of George Martin City Park Pavilion A for to be held on September 21, 2023 from 12pm-4pm

BACKGROUND:

Singing River Academy is planning a student reward field trip for students who have achieved academic growth for the school year and is in need of a location to host this event.

DISCUSSION:

To make this field trip a success, Singing River Academy in need of a location to host this worthwhile event. Singing River Academy is in the Pascagoula-Gautier District (PGSD) that has campuses that serve the cities of Gautier and Pascagoula, MS.

RECOMMENDATION:

The Recreation Department recommends that City Council waive the rental fee in the amount of (\$40.00) for the George Martin City Park Pavilion A rental for Singing River Academy students field trip.

The City Council may:

1. Approve to waive the rental fee in the amount of (\$40.00) for the George Martin City Park Pavilion A for Singing River Academy field trip.; or
2. Not approve to waive the rental fee in the amount of (\$40.00) for the George Martin City Park Pavilion for Singing River Academy field trip.

ATTACHMENTS:

1. Singing River Academy- Park Waiver Request



SINGING RIVER ACADEMY

4601 Gautier-Vancleave Road
Gautier, Mississippi 39553
Office 228-522-8835
Fax 228-522-8839
Website <http://pgsd.ms>



September 8, 2023

Dear City of Gautier,

We would like to reserve the pavilion at George Martin City Park on Thursday, September 21, from 1:00 p.m. - 2:00 p.m. to use for our students' reward party. We are asking that the fee of \$40 be waived. Thank you so much for your support of our students.

Sincerely,

A handwritten signature in cursive script that reads "Laura Hubbard".

Laura Hubbard,
Music Teacher
Singing River Academy

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Authorization to remove broken office equipment and furniture from the City of Gautier's inventory, and to declare as surplus.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove broken office equipment and furniture the City of Gautier's Inventory, and to declare as surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
								Anderson	☐
									Elbin
									☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT AND FURNITURE FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following broken office equipment and furniture, pursuant to the attached memo from the City Clerk's department, be removed from inventory and declared surplus; and

WHEREAS, the Mayor and Members of the Council have determined that given the condition, these items have no value, and therefore removal from inventory and discarding by auction or scrap is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the items described above are hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary 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 19th of September, 2023.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 09/12/2023
Subject: Authorization to remove broken office furniture and equipment from the City of Gautier's inventory

REQUEST:

City Council authorization is requested by the City Clerk Department to remove the list of broken furniture and equipment from the City of Gautier's inventory and discard or surplus. The items are from each department: asset #908 - dog box, asset #7, 574 - 2 drawer cabinet, asset #557 - 3 shelf bookcase, asset #454, 455, 456 and 629 - black chairs, asset #977 - black rolling chair, asset #549 and 550 - blue chairs, asset #475 - brother printer, asset #482 - cannon copier, asset #519 - cannon camera, asset #1475 - cannon powershot, asset #2615 - center console for 2014 Charger, asset #297, 394, 408, 409, 410, 411, 506, 507, 508, 511, 512, 513, 514, 542, 543, 559, and 580 - chairs, asset #593 - coffee table, asset #10, 91, 561, 562, 431, 622, 611, 531, 700, 710, and 2195 - computers, asset #429, 435, 2524, and 2196 - monitors, asset #280, 533, and 2424 - desks, asset #496, 527, 541, 546, 565, 566, 567, 576, 620, and 2331 - desk chairs, asset #965, 1070, 1105, 1116, 1126, 1158, 1168, 1242, 1243, 1244, 1281, 1570, 1587, 1608, 1644, 2558, and 2559 - Digital Ally cameras, asset #2237 and 2908 - televisions, asset #552 - external hard drive, asset #2523 - firearms training simulator, asset #382 and 432 - scanners, asset #1300 and 1478 - Genesis handheld radars, asset #1151 and 1408 - Genesis radars, asset #530 - gray cloth chair, asset #697, 2299, 2525 and 2993 - HP printers, asset #488 - Identi finger print machine, asset #3045 - Impres 6 Gang charging station for XTS2500 portables, asset #1228 - K-9 cage, asset #1093 and 1279 - Kodak cameras, asset #563 - Toshiba laptop, asset #909 - light bar, asset #556, 558, 578, 577 - metal chairs, asset #387 - metal shelf, asset #1031, 1037, 1043, 1051, 1054, 1069, 1076, 1104, 1393, 1117, 1131, 1135, 1143, 1152, 1159, 1169, 1176, 1195, 1205, 1213, 1226, 1235, 1236, 1240, 1250, 1257, 1265, 1273, 1287, 1385, 1402, 1472, 1520, 1568, 1585, 1598, 1606, 1620 and 1641 - Motorola mobile radios XTL 1500, asset #1592, 1011 and 1015 - Motorola portable radios GTX, asset #439, 1007, 1008, 1009, 1010, 1012, 1013, 1022, 1025, 1026, 1162, 1561, 1646, 1216, 1622, 1623, 1624, 1625, 1626 and 1627 - Motorola portable radios MTX8250, asset #1610 and 1611 - Motorola portable radios MTX8240, asset #985, 986, 987, 988, 989, 1005, 1006, 1020, 1021, 1023, 1024, 1048, 1082, 1083, 1084, 1085, 1280, 1097, 1098, 1099, 1121, 1229, 1253, 1281, 1282, 1296, 1297, 1573, 1593, 1594, 1629, 1100, 978, 979, 980, 981, 982, 983, 984, 1569, 1513, 1640, 3001, 3038, 3039, 3040, 3041, 3042, 3043 and 3044 - Motorola portable radios XTS2500, asset #1096 and 1109 - Olympus cameras, asset #1258 - Raptor radar, asset #1091 - Ray Allen K-9 deployment system, asset #453 and 505 - round tables, asset #412 and 413 - Sanyo DVRs, asset #958, 1071, 1127, 1259 and 1521 - Setina Cages, asset #1075, 1128, 1209, 1255, 1518, 1566 and 2577 - Setina push bumper, asset #4, 24 and 575 - shredders, asset #1670 - Sony DVD, asset #1615 - Sony Handycam, asset #3329 - laminator, asset #724 - Canon printer, asset #698 - Lexmark E240 printer, asset #2421 - printer, asset #279 - Desk with overhead cabinet, asset #328 and 329 - red chairs, asset #2286 - Epson fax machine, asset #2290 - GE microwave, asset #3619 and 3620 - Hisense portable ACs, asset #3840 and 3841 - GE 6100 portable ACs, asset #2264 - Bennett traffic mirror, asset #1074, 1256, 1033 and 1032 - Soundoff signal light bar, asset #1188, 1027, 1103, 1386, 1115, 1211, 1394, 1403 and 1645 - Stalker radars, asset #904 - switch box, asset #1633 and 1632 - TLR-15 light for Glock 35s, asset #961 - Toshiba laptop, asset #2588 - Watchguard in car camera system, asset #1642 - Whelen lightbar, asset #1642, 1130, 1260, 1268, 1522 and 1616 - window bars, asset #685 - large playground, asset #748 - red rolling toolbox, asset #687, 688, 689, 690, 691 and 692 - 6ft picnic tables, asset #3562 - bike wave rack, asset #2381 and 2382 - 10,000lb lifts, asset #2389 and 2453 - grinders, asset #2394 - rotary blade sharpener, asset #2401 - floor jack, asset #2415 - portable air compressor, asset #2431 - pressure tester, asset #2436 - pilot bearing puller, asset #2451 - air file, asset #2454 - jig saw, asset #2465 - electric drill and asset #2467 - circular saw.

BACKGROUND:

The City Clerk's Department has determined that these items are no longer in working order or outdated and they have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these items from inventory so the inventory spreadsheet may be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Authorization to enter into an Encroachment Agreement
with Cooperative Energy

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to enter into an Encroachment Agreement with Cooperative Energy in order to provide water to the Jackson County Animal Shelter, as requested by Jackson County.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
---------	--------------------------	----------	--------------------------	--------	--------------------------	---------	--------------------------	---------	--------------------------	----------	--------------------------	-------	--------------------------

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, Jackson County has requested for the City of Gautier to provide water to the Jackson County Animal Shelter; and

WHEREAS, on February 1, 2022, the City of Gautier approved the provision of water to the shelter, including the bore under Highway 90 and running of a line to the shelter on Audubon Drive; and

WHEREAS, the project will install new infrastructure that includes an 8" sanitary sewer and 6" water line along Highway 90, directly south of the former Singing River Mall; and

WHEREAS, in order to install the 6" water line, the City must encroach on Cooperative Energy's right of way; and

WHEREAS, Cooperative Energy consents, subject to the terms and conditions of the attached agreement, to the City of Gautier encroaching upon an area within its rights of way and easements, located in Jackson County, Mississippi, and more particularly described as:

SW ¼ of NW ¼ Sec. 28, Township 7 South, Range 7 West, Jackson County, Mississippi

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Cooperative Energy and the City of Gautier enter into this Encroachment Agreement in order to provide water to the Jackson County Animal Shelter.

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 19, 2023.

ENCROACHMENT AGREEMENT

In consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, COOPERATIVE ENERGY whose address is Post Office Box 15849, Hattiesburg, Mississippi 39404-5849, and City of Gautier, whose address is 3330 Highway 90, Gautier, Mississippi 39553 enter into this Encroachment Agreement ("Agreement").

COOPERATIVE ENERGY consents, subject to the terms and conditions of this Agreement, to City of Gautier, encroaching upon an area within its rights of way and easements ("Right of Way"), located in Jackson County, State of Mississippi, and more particularly described as follows:

Descriptions

Attached see Exhibit A.

SW ¼ of NW ¼ Sec.28, Township 7 South, Range 7 West, Jackson County, Mississippi

The use or occupation of the area by City of Gautier within Cooperative Energy's Right of Way shall be limited to the construction, maintenance, and operation of a 6-inch water line that will co-locate inside Cooperative Energy's Right of Way at the locations shown on the Alignment Sheets. The water line will be buried at a sufficient depth (minimal 48 inches) to allow heavy equipment to cross the water line without matting or other additional protection. City of Gautier will be responsible for ensuring this sufficient depth and neither COOPERATIVE ENERGY nor any of its agents, officers, employees, contractors, successors, or assigns will be responsible for any damages resulting from crossing the water line in the future at any time or in any manner. There shall be no excavation or dirt piled within twenty-five (25) feet of any existing COOPERATIVE ENERGY Structure (Pole), guy or other facilities of COOPERATIVE ENERGY. There shall be no change in the elevation of the Right of Way and the Right of Way shall not be used for workspace. Access by COOPERATIVE ENERGY to its Right of Way shall be unrestricted and shall not be blocked nor impeded in any manner. It is specifically understood that no buildings, structures or obstructions of any type will be permitted within or on Cooperative Energy's Right of Way. This Agreement is subject to the following terms and conditions:

1. COOPERATIVE ENERGY does not warrant or guarantee that any license or rights granted under this Agreement will provide City of Gautier with all of the rights necessary for City of Gautier to cross or occupy any portions of Cooperative Energy's Right of Way. City of Gautier will obtain written easements from fee or other interest owners, by court proceeding or other means, prior to placing any of the water line across Cooperative Energy's Right of Way and shall, to the extent permitted under Mississippi law, indemnify and hold COOPERATIVE ENERGY harmless against any claims arising as a result of City of Gautier's failure to do so, except to the extent caused by COOPERATIVE ENERGY. However, notwithstanding the preceding sentence,

City of Gautier shall not obtain, exercise or claim any interest in Cooperative Energy's Right of Way that would impair Cooperative Energy's existing rights in its Right of Way.

2. City of Gautier agrees to use said area within Cooperative Energy's Right of Way in such manner as will not interfere with Cooperative Energy's present or future facilities installed thereon or its ownership, operation and maintenance thereof. If it becomes necessary to raise the height of or to relocate any of Cooperative Energy's facilities, as a result of any water line activities, City of Gautier will pay costs incurred by COOPERATIVE ENERGY to do so. The use of said area within Cooperative Energy's Right of Way by City of Gautier involves certain risks of loss or damage as a result of Cooperative Energy's operations. City of Gautier expressly assumes, and to the extent permissible under Mississippi law, COOPERATIVE ENERGY is expressly relieved of all risk of loss and damage to City of Gautier's property (including property of third parties situated or placed upon the Right of Way by City of Gautier or by such third parties at the request of or for the benefit of City of Gautier in, on, over, or under the Right of Way, resulting from Cooperative Energy's operations, including but not limited to maintenance, repairs, and upgrades to COOPERATIVE ENERGY facilities.)

3. City of Gautier shall conduct its construction of its 6-inch water line and related activities in a prudent, reasonable and workmanlike manner. After the initial construction, City of Gautier at its expense, shall restore the Right of Way in as good condition as it was in prior to construction and in compliance with Cooperative Energy's requirements. Thereafter, no part of the Right of Way shall be altered or excavated by City of Gautier, except upon prior written notice given to COOPERATIVE ENERGY by City of Gautier in such event that it becomes necessary for City of Gautier to conduct a maintenance operation on a portion of its water lines installed on Cooperative Energy's Right of Way, in which case the terms of this Encroachment Agreement, including but not limited to obligations of City of Gautier regarding restoring the Right of Way, shall apply to such work.

4. City of Gautier, its officers, employees, agents, representatives and contractors shall comply with any and all applicable law, ordinances, rules or regulations of the Federal, State and local governments, or any agency or instrumentality thereof.

5. City of Gautier agrees that the use of Cooperative Energy's Right of Way as herein provided shall in no way affect the validity of Cooperative Energy's Right of Way and shall in no way modify or restrict the use or rights of COOPERATIVE ENERGY, its successors or assigns in and to the area to be used by City of Gautier. City of Gautier acknowledges Cooperative Energy's right and title to said Right of Way and the priority of Cooperative Energy's right of use and hereby agrees not to resist or assail said priority.

6. City of Gautier agrees and covenants not to use and will prohibit agents, employees

and contractors of City of Gautier from using on Cooperative Energy's Right of Way any tools, equipment or machinery within ten feet of Cooperative Energy's overhead lines, conductors and facilities and will warn further all persons whom City of Gautier knows or should reasonably anticipate for any reason may be in the vicinity of said lines, conductors and facilities of the fact that such electric conductors are energized and dangerous.

7. To the extent permissible under Mississippi law, City of Gautier hereby assumes and shall at all times hereafter release, indemnify, defend and hold COOPERATIVE ENERGY (including officers, directors, agents, contractors, employees or invitees of COOPERATIVE ENERGY) harmless from and against any and all liability, loss, claim, suit, damage, charges, penalties, fines, levies, assessments, taxes or expenses of any kind or nature whatsoever (including attorney's fees, witness fees, depositions expense, and court costs) which COOPERATIVE ENERGY (including officers, directors, agents, contractors, employees or invitees of COOPERATIVE ENERGY) may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, directors, agents, contractors, employees or invitees of COOPERATIVE ENERGY), or on account of damage to, or loss or destruction of any property whatsoever, or on account of any violation of any applicable law, ordinances, rules or regulations of the Federal, State, or local governments, or any agency or instrumentality thereof, arising out of, resulting from, caused by, or in any way connected with or attributed to the construction, maintenance and operation of the water line and all other activities associated therewith including the presence, existence, actual or alleged operations, or use of the Right of Way by City of Gautier (its officers, directors, employees, agents, contractors, or representatives, or their successors and assigns), or the restoration of the Right of Way to good order or condition after construction or upon removal of the water line.

8. To the extent permissible under Mississippi law, City of Gautier covenants and agrees that it will carry workers' compensation insurance covering all its employees working upon the Right of Way of in connection therewith and shall ensure worker's compensation insurance is in place for all employees of any authorized (by City of Gautier) subcontractor permitted by this Agreement. City of Gautier covenants that it will keep such insurance continuously in force and effect during the term of this Agreement. City of Gautier shall carry liability insurance in the amount of One Million Dollars (\$1,000,000.00) that includes COOPERATIVE ENERGY as an additional insured and COOPERATIVE ENERGY shall be entitled to a certificate of the insurer showing said coverage in effect to cover any liability arising or growing out of the exercise of the rights under this Agreement, or the performance, malperformance or nonperformance of any part of City of Gautier's duties or activities under this Agreement. City of Gautier covenants that it will keep such insurance continuously in force and effect during the term of this Agreement.

9. City of Gautier will pay for all expenses including, but not limited to, attorney's fees for City of Gautier exercising any rights under this Agreement.

10. City of Gautier is not authorized to assign, convey or sell its rights under this Agreement unless it notifies COOPERATIVE ENERGY in writing and COOPERATIVE ENERGY in its sole discretion consents to same which such consent shall not be unreasonably withheld. If consent is given, this Agreement shall be binding on any City of Gautier successor, assign or grantee.

11. Interrupted service, even for extended periods, in and of itself will not result in abandonment of Cooperative Energy's Right of Way or City of Gautier's right to use said Right of Way.

12. All terms and conditions of this Agreement shall inure to the benefit of COOPERATIVE ENERGY and City of Gautier and shall be binding upon their respective successors and assigns.

13. In the event City of Gautier fails to hold a valid easement or other legal authority from fee or other interest owners or City of Gautier breaches any terms and conditions and use restrictions of this Encroachment Agreement, after thirty (30) days written notice by COOPERATIVE ENERGY of default and right to cure, COOPERATIVE ENERGY shall have the right, at its sole discretions, to terminate this Encroachment Agreement and City of Gautier shall remain liable for damages, if any, and/or to take any other legal action available to COOPERATIVE ENERGY.

Executed, agreed and accepted this, the _____ day of _____, 2023.

City of Gautier

By: _____
Paula Yancey
City Manager
City of Gautier

Cooperative Energy

By: _____
Jeff C. Bowman
President/CEO

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, within my jurisdiction, the within named **Paula Yancey**, who acknowledged to me that she is the **City Manager** of the **City of Gautier**, a Mississippi municipality, and that for and on behalf of said municipality she executed the above and foregoing instrument as its act and deed, after having been duly authorized by the said municipality so to do.

GIVEN under my hand and official seal on this the _____ day of _____, 2023.

NOTARY PUBLIC

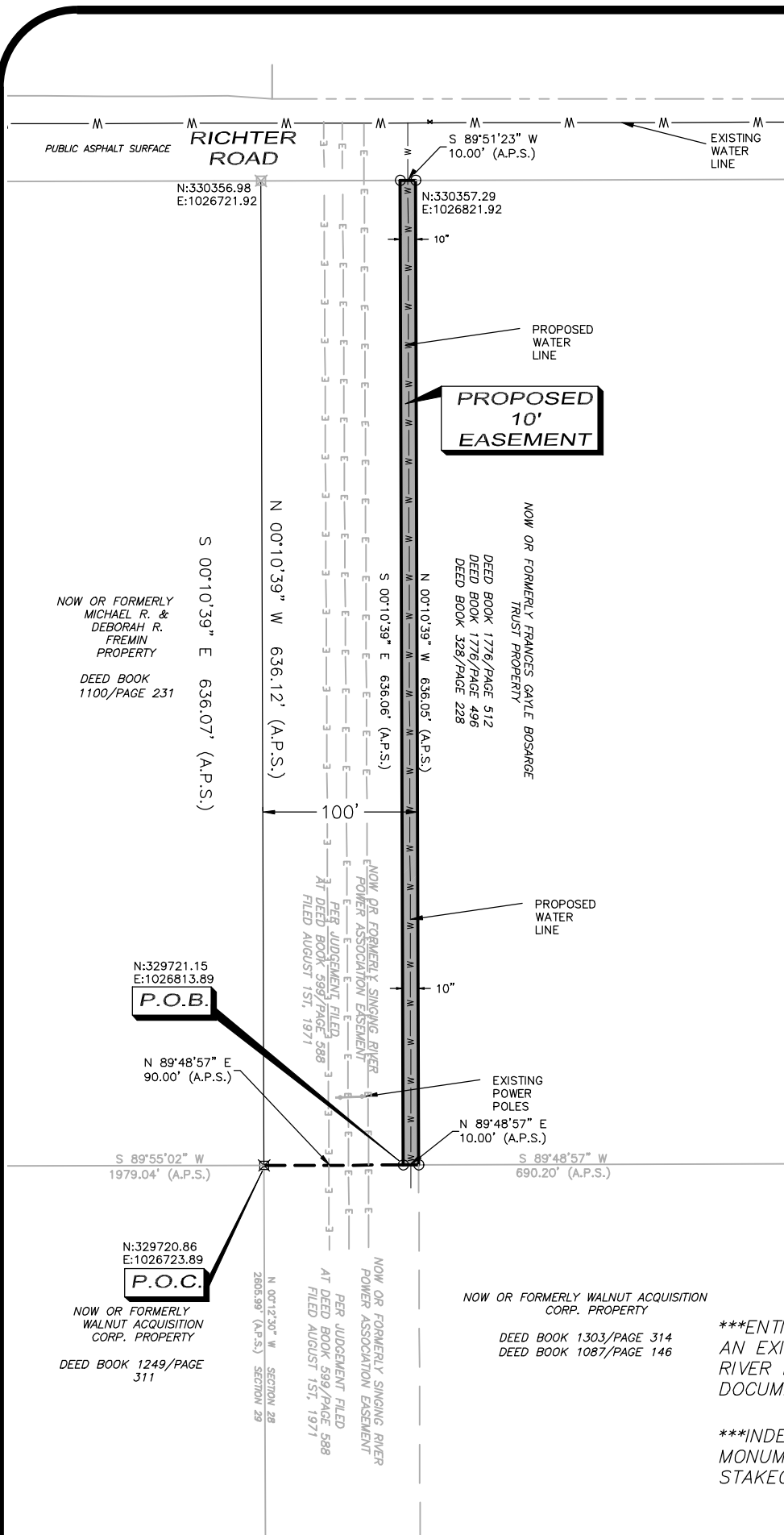
My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2023, within my jurisdiction, the within named **Jeff C. Bowman**, who acknowledged that he is **President/CEO of Cooperative Energy**, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:



- LEGEND:**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - IRON PIPE FOUND (IPF) SIZE VARIES
 - 1/2" IRON ROD SET W/CAP (IRS)
 - RAIL ROAD SPIKE/ NAIL FOUND
 - MAG NAIL/SPIKE SET
 - CONCRETE MONUMENT FOUND
 - N/F -- NOW OR FORMERLY
 - STAKE SET
 - A.P.R. -- AS PER RECORD
 - A.P.S. -- AS PER SURVEY
 - A.P.P.S. -- AS PER PREVIOUS SURVEY
 - PLAT -- DIMENSIONS ON RECORD PLAT
 - P.O.B. -- POINT OF BEGINNING
 - P.O.C. -- POINT OF COMMENCEMENT
 - BARBED WIRE (FIELD) FENCE LINE
 - GALVANIZED CHAIN LINK FENCELINE
 - S -- SEWER
 - W -- WATER
 - G -- GAS
 - PP -- POWER POLE
 - W -- UNDER GROUND WATER
 - SUBJECT PROPERTY LINE
 - OHP -- OVER HEAD ELECTRIC
 - NOT TO SCALE
 - FH -- FIRE HYDRANT
 - WV -- WATER VALVE
 - UTILITY WITNESS POST
 - SEWER MANHOLE
 - TP -- CONTROL POINT



(IN FEET)
GRAPHIC SCALE: 1"= 100'
CLASS "B" SURVEY
PER MISSISSIPPI MINIMUM STANDARDS

SURVEYORS NOTES:
SURVEYOR HAS NOT PERFORMED AN INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. VARIATIONS BETWEEN RECORD CALLS AND SURVEY CALLS ARE DUE TO AN EXCESS OR SHORTAGE BETWEEN FOUND MONUMENTS AND OBSERVED POSSESSION LINES AS WELL AS FIELD SURVEY COLLECTION PROCEDURES.

UTILITY LOCATIONS INCLUDE ABOVE GROUND, THOSE APPARENT, AS WELL AS REASONABLY ACCESIBLE LOCATIONS ON EXISTING UTILITY AND DRAINAGE FEATURES OBTAINED DURING FIELD SURVEY.

THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHT-OF-WAYS OF RECORD.

- REFERENCES:**
- JACKSON COUNTY PROPERTY/TAX MAPS
 - DEED OF SUBJECT PROPERTY AS FURNISHED BY CLIENT AND ADJOINING PROPERTY RECORDS AS SHOWN HEREON.
 - THE FOLLOWING ADDITIONAL REFERENCES:
-JUDGEMENT; SINGING RIVER ELECTRIC VS. ST. REGIS PAPER COMPANY NO. 12,854 FILED AUGUST 1ST, 1971



THIS IS TO CERTIFY THAT THE PARCELS SHOWN AND DESCRIBED HEREON WERE SURVEYED ON THE GROUND AND THE PLAT AND DESCRIPTIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Larry P. Saucier
LARRY P. SAUCIER, P.L.S. # 2939

IF THIS SURVEY IS NOT SIGNED AND SEALED IN RED INK, IT IS A REPRODUCTION AND CANNOT BE BE RELIED UPON FOR ACCURACY.

THE FOLLOWING SURVEY LEGAL DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83-2011: MISSISSIPPI EAST ZONE) IN U.S. SURVEY FEET AND HAVING STATE PLANE COORDINATE VALUES OF (NORTHING = 329720.86' EASTING = 1026723.89') USING A CONVERGENCE ANGLE OF 00°04'05.50" AND A SCALE FACTOR OF 0.99995207 AT A TALL CONCRETE MONUMENT MARKED ST. REGIS PAPER COMPANY FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI AND IS BASED ON A SURVEY PERFORMED BY LARRY P. SAUCIER, MISSISSIPPI REGISTRATION NUMBER 2939 DATED SEPTEMBER 16, 2022.

COMMENCING AT A TALL CONCRETE MONUMENT MARKED ST. REGIS PAPER COMPANY AS DESCRIBED ABOVE; THENCE PROCEED N 89°48'57" E (GRID BEARINGS AND DISTANCES CITED) ALONG THE MONUMENTED NORTH LINE OF NOW OR FORMERLY WALNUT ACQUISITION PROPERTY FOUND AT DEED BOOK 1303/PAGE 314 AND CROSSING AN EXISTING RIGHT OF WAY TO NOW OR FORMERLY SINGING RIVER ELECTRIC COOPERATIVE FOUND AT DEED BOOK 599/PAGE 588 FOR A DISTANCE OF 90.00' TO A 1/2" IRON ROD SET WITH CAP "SAUCIER 2939" AT THE POINT OF BEGINNING; THENCE CONTINUE N 89°48'57" E ALONG SAID MONUMENTED NORTH MARGIN FOR A DISTANCE OF 10.00' TO A 1/2" IRON ROD SET WITH CAP "SAUCIER 2939" AT A POINT ON THE EXISTING EAST MARGIN OF SAID SINGING RIVER RIGHT OF WAY; THENCE PROCEED N 00°10'39" W ALONG THE EAST MARGIN OF SAID SINGING RIVER RIGHT OF WAY FOR A DISTANCE OF 636.05' TO A 1/2" IRON ROD SET WITH CAP "SAUCIER 2939" ON THE MONUMENTED SOUTH MARGIN OF RICHTER ROAD; THENCE PROCEED S 89°51'23" W ALONG SAID MONUMENTED SOUTH MARGIN FOR A DISTANCE OF 10.00' TO A 1/2" IRON ROD SET WITH CAP "SAUCIER 2939"; THENCE DEPARTING SAID SOUTH MARGIN PROCEED S 00°10'39" E AND PARALLEL TO THE EAST MARGIN OF SAID SINGING RIVER RIGHT OF WAY FOR A DISTANCE OF 636.06' TO THE POINT OF BEGINNING. SAID PARCEL HAVING AN AREA OF 6,361 SQUARE FEET OR 0.15 ACRES, APPROXIMATELY.



925 TOMMY MUNRO
DRIVE,
SUITE G, BILOXI, MS
39532
228-385-2350

AN EASEMENT SURVEY OF 6,361 SQ. FT. OR 0.15 ACRES +/- LOCATED IN THE WEST 1/2 OF SECTION 28 TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI.

FOR: FRANCIS GAYLE
BOSARGE TRUST

JOB NO. 21-066.07
DATE OF FIELD SURVEY:
SEPTEMBER 15, 2022

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Approval of the Playground Development
Agreement between the City of Gautier and
Unlimited Play Incorporated

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Approval of the Playground Development Agreement between the City of Gautier and Unlimited Play Incorporated

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
Anderson	☐	Elbin	☐						

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
Anderson	☐	Elbin	☐						

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, on or about February 21, 2023, the City of Gautier approved a Resolution requesting local and private legislation authorizing the governing authorities of the City to enter into a public/private partnership agreement with Unlimited Play for Construction of an Inclusion Playground and other related purposes; and

WHEREAS, Unlimited Play has proposed the construction of a new playground facility and related improvements in Town Commons Park to increase inclusiveness and accessibility of facilities for the benefit of the residents in the City; and

WHEREAS, the City shall be a member and participate with Unlimited Play and the Playground Project design team to develop the Project Documents. Once the City approves the Project Documents, Unlimited Play may rely on such approval for final Project Documents for purposes of ordering the necessary equipment for and construction of the Playground Project; and

WHEREAS, the City will contribute up to \$1,000,000.00 in state funds toward the Playground Project, specifically directed towards playing for costs associated with the equipment and construction of the project, including any necessary concrete work and no other improvements at Town Commons Park; and

WHEREAS, the City and Unlimited Play have authority to enter into this agreement pursuant to Local and Private Legislation approved by the Mississippi State Legislature; and

WHEREAS, the Mayor and Council Members hereby find that this Playground Development Agreement is in the best interests of the City and its citizens; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Playground Development Agreement, with Unlimited Play, Inc., is 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 19, 2023.

PLAYGROUND DEVELOPMENT AGREEMENT

THIS PLAYGROUND DEVELOPMENT AGREEMENT (“Agreement”) is entered this __ day of _____, 2023 (“Effective Date”) by and between **the City of Gautier** (“CITY”), a political subdivision established under the laws of the state of Mississippi, and **UNLIMITED PLAY INCORPORATED** (“UNLIMITED PLAY”), a Missouri nonprofit corporation in accordance with the laws of the state of Missouri and a fully qualified IRS 501(c)(3) public charity, (jointly referenced as “Parties”).

WHEREAS, UNLIMITED PLAY has proposed the construction of a new playground facility and related improvements in Town Commons Park to increase inclusiveness and accessibility of facilities located in Gautier, Mississippi for the benefit of the residents of the City; and

WHEREAS, the completion of the Playground Project (as defined herein) enhance this location and will establish it as a preferred gathering place for educational, social, community, family and corporate events, and will increase the desirability and use of this area of this City by making additional space available for the residents of Gautier and visitors to gather; and

WHEREAS, UNLIMITED PLAY is willing to construct the Playground Project, with the exception of the concrete work, which will be provided by the City; and

WHEREAS, City is willing to participate in the development of the Playground Project to assure that the project meets City’s standards and other relevant criteria as reflected in this Agreement and, if the playground substantially conforms to such standards and criteria, to accept such playground, including its maintenance and operation, upon its completion for the benefit of the health and welfare of all residents of City; and

WHEREAS, the City and UNLIMITED PLAY have authority to enter into this agreement pursuant to Local and Private Legislation approved by the Mississippi State Legislature (attached as Exhibit “A”); and

WHEREAS, the City has applied for and received state funds of one million dollars (\$1,000,000.00) to fund the construction of the concrete and Park Project, and the remaining construction costs shall be funded from private donation and/or a donation by UNLIMITED PLAY to the City.

NOW, THEREFORE, in consideration of the premises, the Parties agree as follows:

- I. Definitions.** The following capitalized terms in this Agreement shall have the following meaning:

- A. “Playground Project” or “Playground” means the construction of the playground in Town Commons Park, which shall include but is not limited to the features depicted in Exhibit “B”, Site Plan, attached and fully incorporated by reference.
- B. “Project Documents” means those documents, including without limitation, the construction drawings, playground drawings, any related equipment specifications, and landscape designs, created or needed to affect the construction or design of the Playground Project.
- C. “Project Site” means the physical location within Town Commons Park (as defined herein) agreed to by UNLIMITED PLAY and the City, all as set forth on the attached Exhibit “C”.

II. Mutual Responsibilities.

- A. Playground Project Schedule. UNLIMITED PLAY shall work together with the City Manager to establish a mutually agreeable date that the construction of the Playground Project may begin (“Commencement Date”). Once actual construction of the Playground Project begins, both parties shall work diligently in good faith to ensure completion by _____. Upon agreement of the Commencement Date, neither party may withdraw its approval of the Commencement Date without the consent of the other party. The Parties understand and agree that no construction shall occur during periods designated by the City as necessary to accommodate events held at nearby Park areas and facilities. Any such delay days shall be added to extend the completion date.
- B. Progress Reports. The City & UNLIMITED PLAY shall provide the other with status reports, as requested by the other Party, concerning their obligations toward the construction and development of the Playground Project. The Parties will attend meetings, as necessary, to discuss and resolve any construction related issues or concerns.

III. City Responsibilities.

- A. Ownership of Town Commons Park. The City shall retain complete ownership of Town Commons Park during and after construction of the Playground Project. The City shall make available to UNLIMITED PLAY or its designee all file information applicable to Town Commons Park and the Project Site, including but not limited to surveys, plans, and records that may be required by UNLIMITED PLAY or its designee to construct the project. The City hereby grants UNLIMITED PLAY and its designees access rights for ingress and egress necessary for the design and construction of the Playground Project and shall permit UNLIMITED PLAY and its designee to store construction materials and equipment and park trailers and vehicles in a location approved by the City within Town Commons Park; provided, however, that no construction shall occur during

any time designated by the County as provided in Article II, B of this Agreement above.

- B. Provision of Land for Playground Project. At no cost to UNLIMITED PLAY or any party engaged to perform services toward the construction or design of the Playground Project, the City shall provide sufficient acreage within Town Commons Park as depicted on Exhibit C for use as the Playground Project Site.
- C. Approval of Pre-Construction Project Documents. The City shall be a member and participate with UNLIMITED PLAY and the Playground Project design team to develop the Project Documents. Once the City approves the Project Documents, UNLIMITED PLAY may rely on such approved, final Project Documents for purposes of ordering the necessary equipment for and construction of the Playground Project.
- D. Construction Administration Services. the City shall provide the following oversight services for the construction of the Playground Project:
 - 1. Review and approve the construction activities and materials to ensure conformance with Project Documents;
 - 2. Coordinate with UNLIMITED PLAY or its designee regarding the installation of all the City furnished/relocated items;
 - 3. Assist with the completion of the Playground Project through review and assessment of closeout items such as punch-lists, operating and maintenance manuals, equipment demonstrations;
 - 4. Provide UNLIMITED PLAY the applicable standards, laws, and regulations (all "Criteria") for Project Site work and Playground Project construction in a timely manner to ensure that the Project Documents meet the Criteria and to ensure that any deviation in the Project Documents may be corrected timely; and
 - 5. Provide UNLIMITED PLAY with a copy of all notices sent to any contractor or individual rendering services related to the construction of the Playground Project as contemplated herein.
- E. City Park Representative. The City shall designate a City employee who shall serve as the City's representative and will coordinate the Construction Administration Services above, and will have the authority to review and approve, or to arrange for the review and approval of the Project Documents prior to construction of the Playground Project ("City Park Representative").

- F. Monetary Compensation. The City shall contribute up to \$1,000,000.00 in state funds toward the Playground Project, inclusive of the concrete work. The City's contribution shall be specifically directed towards paying for costs associated with the equipment and construction of the Playground Project, including any necessary concrete work, and no other improvements at Town Commons Park.

IV. UNLIMITED PLAY Responsibilities.

- A. Payment for Playground Project. Subject to City's financial contribution to the Playground Project provided for in Article III, Section F, UNLIMITED PLAY shall cause the payment for all design and construction costs associated with establishing the Playground Project at Town Commons Park and performing the work described and set forth on Exhibit "B"; provided, however, UNLIMITED PLAY shall not be responsible for those costs incurred by the City in fulfilling its obligations set forth above.
- B. Construction Manager. UNLIMITED PLAY shall engage a construction manager to provide design services for the Playground Project in accordance with the Design Standards, build and/or arrange for the construction of the Playground Project in accordance with the Project Documents and the terms of this Agreement. UNLIMITED PLAY shall ensure, either by contract or otherwise, that any contractor, subcontractor, or consultant engaged by the UNLIMITED PLAY to perform services will:
1. Prior to construction, obtain necessary certificates, permits and other approvals required by applicable federal, state or local authority and City for construction of the Playground Project;
 2. Maintain the below listed insurance coverages during construction, and will provide the City Park Representative with certificates of insurance on all required coverage prior to performing any services at the Project Site. The insurance coverage required must require that coverage will not be suspended, voided, canceled or coverage limits reduced, except upon 30 days' prior written notice by certified mail, return receipt requested to City and that the insurer will waive all rights of subrogation against City, its elected and appointed officials, employees and volunteers;
 - a) Commercial General Liability in a standard ISO version commercial general liability policy form, or its equivalent, providing limits of not less than _____ per occurrence that shall include bodily injury, property damage, premise/operations, products and completed operations, and contractual liability and will name the City and UNLIMITED PLAY as additional insured;
 - b) Workers' Compensation Insurance in the amount required by law including coverage extending to employer's liability;

- c) Professional Liability insurance, may be applicable to UNLIMITED PLAY or any of its consultant, contractor, or subcontractor involved in the construction of the Playground Project, that shall remain in force for the duration of this Agreement; and
 - d) Automobile liability insurance, if UNLIMITED PLAY or its contractor, subcontractor or consultant will use vehicles in the performance of construction related services, in the minimum amount of \$1,000,000 each accident.
- 3. Indemnify and hold harmless the City, its officers, agents and employees from all claims or suits made or brought for injuries to persons or property caused by its agents, contractors, subcontractors, or consultants, or any of their employees in the performance or non-performance of services in connection with or construction of the Playground Project;
 - 4. Prosecute the work diligently and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the times specified;
 - 5. Be responsible to the City for any damage (normal wear and tear excepted) caused to roads and trails located within Town Commons Park that is directly caused, as reasonably determined by the Director of Parks and Recreation, by the activities of UNLIMITED PLAY, or its contractor, subcontractor, or consultant;
 - 6. Promptly correct at UNLIMITED PLAY's expense all defective work or work that fails to conform to the Project Documents;
 - 7. Remove from the Project Site, where necessary, defective or nonconforming work;
 - 8. Pay for its own, or its subcontractors' or consultants', equipment or additional services if such services are needed or the equipment destroyed or damaged by the removal or correction of defective or nonconforming work; and
 - 9. Pay for the storage of any materials or equipment if UNLIMITED PLAY or its subcontractors or consultants, do not remove such defective or non-conforming work within a reasonable time fixed by written notice from the City and the City removes and stores the materials or equipment.
 - 10. Ensure the Park Project's conformity with all provisions of the Americans With Disabilities Act;
 - 11. UNLIMITED PLAY will assist the City in all obligations contained in the state grant award agreement, attached hereto as Exhibit "C".

- C. UNLIMITED PLAY Representative. UNLIMITED PLAY shall designate an employee who shall serve as UNLIMITED PLAY's representative and who will coordinate and manage the design and construction of the Playground Project in collaboration with the City and who will have the authority to review and approve or to arrange for the review and approval of the Project Documents prior to or during construction of the Playground Project.

V. Acceptance, Maintenance, and Operation of the Playground Project

- A. Donation of Playground Project. Upon receipt of a certified statement of valuation for the completed project for the City's use in its fiscal reporting requirements and written notice that the work is ready for final inspection, the City will promptly make such final inspection and determine whether the Playground Project conforms to the Project Documents. If the City determines that the Playground Project reasonably meets the Project Documents the City shall issue a Certificate of Completion (as defined herein) to UNLIMITED PLAY. The "Certificate of Completion" for the Playground Project shall represent the City's acceptance of the Playground Project and that the Playground Project reasonably meets the applicable standards, laws and regulations and substantially conforms to the terms of this Agreement and Project Documents. Upon signature of the Certificate of Completion, City will accept full ownership of and responsibility for the Playground Project, including its maintenance and operation. Issuance of the Certificate of Completion shall also serve to release UNLIMITED PLAY from any further obligation under this Agreement.
- B. Maintenance of the Playground Project. While it is the intent for the City to operate this Playground Project for the functional lifetime of the equipment contained therein, the Parties acknowledge that such obligation is subject to annual appropriation of the necessary funding.
- C. Survival. The provisions of this Article V shall survive the Operations Period and the termination or expiration of this Agreement.

VI. Terms and Termination

- A. Term. This Agreement shall be effective beginning on the Effective Date and concluding upon the issuance of the Certificate of Completion by the City.
- B. Termination.
1. The Parties may terminate this Agreement on mutual consent.
 2. Prior to commencement of actual construction, either party may terminate this Agreement upon thirty (30) days prior written notice.
 3. Once construction has begun, neither party may terminate this Agreement

without the consent of the other party unless a party has failed to remedy a material breach of this Agreement provided breaching party has received 30 days' prior written notice of the breach described in sufficient detail and setting forth the cure of such breach.

- C. Obligations on Termination. If construction has begun for the Playground Project at the time the City issues a notice of termination pursuant to Article VI, B, 3 above, under no circumstance will UNLIMITED PLAY be required to remove any fixture or other improvement; provided that UNLIMITED PLAY or the construction manager shall remove all defective or non-conforming work, and provided further, that UNLIMITED PLAY shall be responsible for actual damages caused by any material breach of this Agreement.

VII. Miscellaneous Provisions.

- A. Independent Contractors. The Parties mutually understand and agree that the City and UNLIMITED PLAY and their respective employees or agents are independent contractors with respect to the other, and nothing in this Agreement is intended nor shall it be construed to create between the City & UNLIMITED PLAY and/or their employees or agents an employer/employee relationship, a principal/agent relationship, or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Neither party shall pay or withhold on behalf of the other any sums for income tax, employment insurance, Social Security, or any other withholding pursuant to any law or requirement of any governmental body.
- B. Publicity. The City shall contact UNLIMITED PLAY at least 48 hours prior to any written or oral public statement regarding this Agreement or any of its provisions, and provide UNLIMITED PLAY with the opportunity to review and provide comments to such public statement. For purposes of this paragraph, "written or oral public statement" shall mean a press release or other public statement written by the City or its agents for publicizing the Playground Project.
- C. Insurance. The City is under no obligation to purchase insurance.
- D. Non-Discrimination. UNLIMITED PLAY shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. UNLIMITED PLAY shall ensure, either by contract or otherwise, that the Construction Manager and any contractor, subcontractor, or consultant engaged by the Construction Manager to perform services under this Agreement shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability.

- E. Notice. Any notice given hereunder shall be in writing, shall be delivered personally or mailed by certified or registered mail, postage prepaid, with return receipt requested, and shall be addressed to the appropriate party at the follow address:

If to UNLIMITED PLAY:

Unlimited Play Incorporated
4140 Old Mill Parkway
St. Peters, MO 63376
Attn: Natalie Mackay

If to CITY:

City of Gautier
3330 HWY 90
Gautier, MS 39553
Attn: City Manager

With copies to:

Tyler C. Schaeffer
Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, MO 63105
Email: tcs@carmodymacdonald.com

With copies to:

Joshua W. Danos
BORDIS | DANOS | PIERCE
1215 Government St.
Ocean Springs, MS 39564
Email: jdanos@bdpgulfcoast.com

- F. Entire Agreement. This Agreement, including any referenced Exhibits hereto, all of which are hereby incorporated by reference and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes all proposals, oral and written, and all other communications between the Parties, in relation to the subject matter of this Agreement.
- G. Amendment. Except as otherwise provided herein, no amendment of this Agreement or any Exhibit hereto shall be effective until reduced to writing and executed by the Parties hereto.
- H. Law. The Agreement shall be governed and interrupted pursuant to the laws and regulations of the State of Mississippi, excluding conflict of law provisions.

IN WITNESS, WHEREOF, the Parties have made and executed this Agreement in multiple copies, each of which shall be deemed an original.

UNLIMITED PLAY INCORPORATED

**CITY OF GAUTIER,
MISSISSIPPI**

By: _____
Title: President

By: _____
Title: City Manager

Attest: _____
City Clerk

Summary Report	
Title	compareDocs Comparison Results
Date & Time	8/23/2023 1:01:18 PM
Comparison Time	1.33 seconds
compareDocs version	v5.1.700.3

Sources	
Original Document	[#3829991.DOCX] [v1] Contract (8.22.DOCX
Modified Document	[#3829991.DOCX] [v2] Contract (8.22.DOCX

Comparison Statistics	
Insertions	10
Deletions	4
Changes	6
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	20

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Authorization to enter into a Contract Agreement with
Pyro Shows

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to enter into a Contract Agreement with Pyro Shows in the amount of \$12,000 for a firework show at the City's Annual Lights and Lagniappe on the Bayou.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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Second Made by:

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 2nd at the Singing River Mall Property; and

WHEREAS, the City desires to have fireworks entertainment at the event, as it has in past years; and

WHEREAS, Pyro Shows has offered to perform this entertainment for a price of \$12,000.00, requiring a 50% down payment, pursuant to the attached contract; and

WHEREAS, Pyro Shows intends to present a firework show titled "Christmas Light the Night"; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Pyro Shows 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 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 09/12/2023
Subject: Approval of a Contract Agreement with Pyro Shows

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Pyro Shows in the amount of \$12,000, requiring a 50% down payment for the City's Annual Lights and Lagniappe on the Bayou.

BACKGROUND:

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 2nd 1:00 p.m. - 6:00 p.m. at Singing River Mall Property. This year's festivities will include a Christmas tree lighting, Christmas themed festival, pictures with Santa and fireworks show presented by Pyro Shows titled "Christmas Light the Night"

DISCUSSION:

Pyro Shows has been providing fireworks entertainment throughout the world for almost half a century. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 times since 1995.

Pyro Shows currently provides fireworks for the Biloxi Shuckers, Scarlet Pearl Casino, and Mississippi State University.

RECOMMENDATION:

The Recreation Department recommends that City approve a Contract Agreement with Pyro Shows in the amount of \$12,000.

ATTACHMENTS:

1. Contract Revised - Gautier Christmas 12-2-2023



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **August 28, 2023** by and between **PYRO SHOWS, Inc., a Tennessee Corporation**, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, and hereinafter referred to as **"PYRO SHOWS"** and **City of Gautier, MS** with its principal place of business located at **3330 Highway 90, Gautier, MS 39553** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **23 MS 12-02-Custom-13000-000573** dated **August 28, 2023**. The Show(s) will be given on **December 2, 2023**. Rain date/postponement date: **No Rain Date Selected**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products, the following options are available: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** To the extent permissible under Mississippi law, Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. To the extent permissible under Mississippi law, Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



PYRO SHOWS, INC.
Contract Agreement

VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. To the extent permissible under Mississippi law, Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. PERMITS AND LICENSES: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee Mississippi, and any suit involving this contract shall be brought in the Courts of Campbell Jackson County in the State of Tennessee Mississippi, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

X. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

XI. ADVERTISEMENT AND PROMOTIONS: Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.

XII. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, ~~within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney at Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.~~

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: City of Gautier, MS shall pay PYRO SHOWS **\$12,000.00** plus applicable taxes in the amount of **\$0.00** for a grand total of **\$12,000.00** according to the terms and conditions set forth for presenting the Show. Customer shall submit a **50% deposit (\$6,000.00)** upon return of signed contract by **September 27, 2023**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.



PYRO SHOWS, INC.
Contract Agreement

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ **DATE:** _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ **DATE:** _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

To the extent permissible under Mississippi law, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

To the extent permissible under Mississippi law, IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

**CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet**

Council Meeting:
Title:

September 19, 2023
Authorization to purchase a K-9 for law enforcement purposes

Introduced by:
Contact Person/Telephone

Chief Bever 497-8000

Summary Explanation: Authorization to purchase a K-9 for law enforcement purposes

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Gautier Police Department is seeking authorization to purchase a new K-9 from Southern State K-9, LLC, for the purpose of assisting our officers in explosive detection and crime suppression; and

WHEREAS, due to the opening of the ampitheater, the K-9 will be used to screen the property before any major event and assist local areas with bomb threats; and

WHEREAS, the K-9 will also be trained in criminal apprehension and assist the patrol division with tracking and apprehending violent criminals; and

WHEREAS, the purchase of the K-9 will be made through asset forfeitures and will include handler training and certification course, a three (3) year health gurantee, and free maintenance training for the K-9 while in service; and

WHEREAS, the Mayor and Council Members hereby find that this purchase would be in the best interests of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of a K-9 for law enforcement purposes, from Southern State K-9, LLC, is hereby approved.

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

Motion was made by **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 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: September 13, 2023
Subject: Purchase of New Police K-9

REQUEST:

The Gautier Police Department is requesting City Council authorization to purchase a K-9 for law enforcement purposes.

BACKGROUND:

The Gautier Police Department currently has a successful K-9 program. Due to the opening of the amphitheater, we are seeking authorization to purchase a new K-9 from Southern State K-9, LLC, for the purpose of assisting our officers in explosive detection and crime suppression. The K-9 will be used to screen the property before a major event and assist local areas with bomb threats. The K-9 will also be trained in criminal apprehension and assist the patrol division with tracking and apprehending violent criminals.

DISCUSSION:

The Gautier Police Department is seeking Mayor and Council approval to purchase a K-9 with asset forfeitures. The price of the K-9 includes a handler training and certification course, a three (3) year health guarantee and free maintenance training for the K-9 while in service. Any additional care or expense, incurred for the K-9, will need to be budgeted and paid for from the general fund.

RECOMMENDATION:

The Chief of Police recommends that the Mayor and Council authorize approval for the purchase of a new K-9.

ATTACHMENT:

Quote for K-9

QUOTE

Date: September 14, 2023
Quote # [2023-50]

Southern State K-9, LLC
362 Lynn Ray Road
Petal, MS 39465
601-606-9269
southernstatek9@gmail.com

TO: Gautier P D

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Bubba Howell	Gautier P D	Due on Receipt	30 days net

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Police K9 pre-trained to near certification standards in Explosive Detection, Tracking, and Patrol with a Six - Eight Week Handler Training Course Our company provides a 3 year genetic health guarantee and a working guarantee for the dog. The working guarantee covers the working ability of the dog. If the dog shuts down for any reason other than handler induced or improper maintenance training, the dog will be replaced.	19,500.00	19,500.00
	Upon receipt of the purchase order, we will assist with the application for a grant in the amount of \$7500.00 toward the purchase of K9.		

Subtotal	19,500.00
Sales Tax	
Total	19,500.00

**CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet**

Council Meeting:
Title:

September 19, 2023
Approval of Change Order No. 3 (Summary) for
the Gautier Vancleave Road Wastewater System
Upgrades Project (GOMESA)

Introduced by:
Contact Person/Telephone

Kim Compton Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 3 (Summary) for the Gautier Vancleave Road Wastewater System Upgrades Project (GOMESA)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

Second Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier was awarded \$2,668,265 in GOMESA funding, and an additional funding of \$452,800, for the Gautier Vancleave Road Wastewater System Upgrades project; and

WHEREAS, this project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to a pump station located near Robertsdale Road; and

WHEREAS, Change Order No. 3 serves to decrease the contract amount by \$39,301.93; and

WHEREAS, the decrease is due to actual quantities placed in the field. If approved, the contract amount will be reduced from \$2,693,391 to \$2,654,089.55; and

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

WHEREAS, Seymour Engineering has reviewed Change Order No. 3 and recommends approval; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order No. 3 (Summary) Gautier Vancleave Road Wastewater System Upgrades project; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 3 (Summary) for the Gautier Vancleave Road Wastewater System Upgrades project is hereby approved as presented.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of September 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: September 13, 2023
Subject: Gautier Vancleave Road Wastewater System Upgrades (GOMESA) – JLB Contractors – Change Order No.3 Contract Amount Deduction

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 3 (summary) for the Gautier Vancleave Road Wastewater System Upgrades Project (GOMESA).

BACKGROUND:

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

The project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsdale Road.

These new sewer lines will alleviate the pressure on an aging 30-inch concrete pipe that is corroded and in poor condition. This project will also eliminate lift station capacity issues and prevent raw sanitary sewer from backing into homes, front yards, and the road. The new sewer lines will also have the capacity for future development in the city.

The base bid for this project was over budget, prompting the City to request additional funding for the project to move forward. The City was awarded additional funding from GOMESA in the amount of \$452,800 which increased the grant award from \$2,668,265 to \$3,121,065.

Change Order No. 1 (summary) added 80 days to the contract time, which pushed the project completion from May 17, 2023, to August 5, 2023. The change was needed to accommodate the long lead time on materials.

Change Order No. 2 (summary) served to increase the contract amount by \$10,391.48. The item for shrub planting is needed to address the landscaping at Hwy. 90 and at the end of Robertsdale Rd. (\$1,713.36); the erosion control blanket item is to cover additional erosion control around

streams, ditches, and other vulnerable areas (\$310.97). The emergency 30” RCP Line Cleaning and Videoing item is to cover the blockage that occurred in the gravity line (\$8,367.15).

DISCUSSION:

Change Order No. 3 (summary) serves to decrease the contract value by \$39,301.93 due to actual quantities placed in the field. If approved, the contract amount will be reduced from \$2,693,391.48 to \$2,654,089.55.

Seymour Engineering has reviewed the summary change order and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 3 summary for the Gautier Vancleave Road Wastewater System Upgrades.

The City Council may:

1. Approve Change Order No. 3 summary as presented; or
2. Not approve Change Order No. 3 summary.

ATTACHMENT(S):

1. Change Order No. 3 summary

CHANGE ORDER

PROJECT: Gautier-Vancleave Road
Wastewater System Upgrades

CHANGE ORDER NUMBER: 3 (Summary)
DATE: September 13, 2023

Contractor: JLB Contractors, LLC
21294 Johnson Road
Long Beach, MS 39560

CONTRACT PROJECT NO: 20-066.01
CONTRACT DATE: October 18, 2022
CONTRACT FOR: Installation of Force
Main along Gautier-Vancleave Road

This Change Order serves to decrease the contract amount to reflect the actual cost of the project. In addition, installed quantities in the field differ from the original estimated quantities in the contract. A detailed summary of the quantity adjustments is included in this Change Order. The net change to the Contract amount with these adjustments is a decrease in the total contract amount by \$39,301.93.

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

The original Contract Sum	\$	2,683,000.00
Net change by previously authorized Change Orders	\$	10,391.48
The Contract Sum prior to this Change Order was	\$	2,693,391.48
The Contract Sum will decrease by the amount of	\$	39,301.93
The new Contract Sum including this Change Order will be	\$	2,654,089.55

The Original Contract Time:	May 17, 2023
Net Change by previously authorized Change Orders:	80 days
The date of Substantial Completion prior to this Change Order:	August 5, 2023
The Contract Time will now Change by (+) days:	0 days
The new date of Substantial Completion will be:	August 5, 2023

CONTRACTOR

ENGINEER

OWNER

By: [Signature]
Date: 9-13-23

By: [Signature]
Date: 9-13-23

By: _____
Date: _____

Gautier-Vanceave Road Wastewater System Upgrades
Gautier, MS Project No. 20-066.01
SUMMARY CHANGE ORDER

PAY ITEM NO.	DESCRIPTION	UNIT	CONTRACT BEFORE THIS C.O.			AMENDED QUANTITIES		CONTRACT REVISIONS			DIFFERENCE
			UNIT PRICE	QTY	EXTENSION	INCREASE	DECREASE	NEW QTY	NEW EXTENSION		
1	Mobilization	LS	\$ 100,000.00	1	\$ 100,000.00			1	\$ 100,000.00	\$ -	
2	16" HDPE Directional Bore	LF	\$ 160.00	5585	\$ 893,600.00	750	580.4	6335	\$ 1,013,600.00	\$ 120,000.00	
3	16" HDPE Direct Bury	LF	\$ 80.00	8685	\$ 694,800.00			8104.6	\$ 648,368.00	\$ (46,432.00)	
4	45 deg D.I. Bends including Flange Kits and Gaskets	EA	\$ 5,000.00	12	\$ 60,000.00			11	\$ 55,000.00	\$ (5,000.00)	
5	22-1/2 deg D.I. Bends including Flange Kits and Gaskets	EA	\$ 5,000.00	4	\$ 20,000.00			4	\$ 20,000.00	\$ -	
6	11-1/4 deg D.I. Bends including Flange Kits and Gaskets	EA	\$ 5,000.00	1	\$ 5,000.00			1	\$ 5,000.00	\$ -	
7	Jack and Bore Steel Casing including Carrier Pipe	LF	\$ 1,100.00	220	\$ 242,000.00			220	\$ 242,000.00	\$ -	
8	2" Air Release Valve	EA	\$ 4,600.00	7	\$ 32,200.00			7	\$ 32,200.00	\$ -	
9	2" Air Release Valve Pit	EA	\$ 4,000.00	7	\$ 28,000.00			7	\$ 28,000.00	\$ -	
10	6" Cleanout including Concrete Pad, MJ Blind Flange, 45° Bend, and Wye (all D.I.)	EA	\$ 1,500.00	5	\$ 7,500.00			5	\$ 7,500.00	\$ -	
11	Not used	NA		0	\$ -			0	\$ -	\$ -	
12	Charcoal Air Filter for Air Release Valve	EA	\$ 5,000.00	7	\$ 35,000.00			7	\$ 35,000.00	\$ -	
13	Tie into Existing Force Main including Required Fittings	EA	\$ 12,500.00	1	\$ 12,500.00			1	\$ 12,500.00	\$ -	
14	Plug Abandoned Force Main	EA	\$ 5,000.00	1	\$ 5,000.00			1	\$ 5,000.00	\$ -	
15	Tie into Existing Manhole	EA	\$ 6,500.00	1	\$ 6,500.00			1	\$ 6,500.00	\$ -	
16	Dewatering	LS	\$ 110,000.00	1	\$ 110,000.00			1	\$ 110,000.00	\$ -	
17	Upgrade Existing Lift Station Pumps	LS	\$ 30,000.00	1	\$ 30,000.00			1	\$ 30,000.00	\$ -	
18	Clear and Grub	AC	\$ 6,000.00	4.5	\$ 27,000.00			2.63	\$ 15,780.00	\$ (11,220.00)	
19	Hydro-Seed	AC	\$ 3,200.00	20	\$ 64,000.00			11.56	\$ 37,008.00	\$ (26,992.00)	
20	Select Backfill	CY	\$ 20.00	1000	\$ 20,000.00			729.09	\$ 14,581.80	\$ (14,581.80)	
21	Limestone	CY	\$ 100.00	1000	\$ 100,000.00			938.69	\$ 93,869.00	\$ (6,131.00)	
22	Concrete - Flat	SY	\$ 85.00	200	\$ 17,000.00			450.06	\$ 38,255.10	\$ 21,255.10	
23	Concrete Curb	LF	\$ 32.00	100	\$ 3,200.00			184	\$ 5,888.00	\$ 2,688.00	
24	Sawcut - Concrete or Asphalt, All Depths	LF	\$ 6.00	150	\$ 900.00			648	\$ 3,888.00	\$ 2,988.00	
25	Asphalt	TON	\$ 300.00	50	\$ 15,000.00			84.82	\$ 25,446.00	\$ 10,446.00	
26	Traffic Control	LS	\$ 125,000.00	1	\$ 125,000.00			1	\$ 125,000.00	\$ -	
27	Erosion Control - Waddles	EA	\$ 40.00	20	\$ 800.00			19	\$ 760.00	\$ (40.00)	
28	Erosion Control - Silt Fence	LF	\$ 3.50	8000	\$ 28,000.00			7233	\$ 25,315.50	\$ (2,684.50)	
29	Shrub Planting, Dwarf Yupon Holly	EA	\$ 53,542.5	32	\$ 1,713.36			32	\$ 1,713.36	\$ -	
30	Erosion Control Blanket	ROLL	\$ 155,485.0	2	\$ 310.97			2	\$ 310.97	\$ -	
31	30" RCP Line Cleaning and Videoing	LS	\$ 8,367.15	1	\$ 8,367.15			1	\$ 8,367.15	\$ -	
32	16" Green HDPE IPS Pipe (Special Order Material Only)	LF	\$ 65.44	0	\$ -			200	\$ 13,088.00	\$ 13,088.00	
33	16" MJ Adaptor (Special Order Material Only)	EA	\$ 526.1350	0	\$ -			2	\$ 1,052.27	\$ 1,052.27	
TOTAL THIS CHANGE ORDER										\$ (39,301.93)	
NEW CONTRACT TOTAL										\$ 2,654,089.55	



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

September 13, 2023

Amelia Dye
Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532

Re: Gautier-Vancleave Road Wastewater System Improvements Project Change Order Proposal

Ms. Amelia Dye,

JLB Contractors, LLC hereby request that the agreement between JLB Contractors, LLC and The City of Gautier be modified via change order and incorporate the following items due to the first attempt of Bore #8 that was done according to the original approved bore profile (Exhibit A) having to be abandoned and a second attempt of Bore #8 installed deeper (Exhibit B). Due to the need to abandon the original bore and having to increase the depth of the second bore, additional costs were incurred by our boring subcontractor Lagreca Services. JLB would like to request that the directional bore pay item be increased adequately to sufficiently cover the increased cost for having to re-drill bore #8 due to pre-existing conditions which caused the original bore to be abandoned (Exhibit C). The summary change order (Exhibit D) is attached and made part of this change order request to adjust final quantities and show the final estimated contract value.

JLB is requesting change order #3 be added to the project as noted below.

- Deduct This Change Order – Contract Quantity Summary (Exhibit D) – (-\$39,301.93)
- Final Adjusted Contract Value Complete with Change Order #2 & #3 (Exhibit D) - \$2,654,089.55
- Added Pay Item – CO3-1 16" Green HDPE IPS Pipe (Special Order Material Only) (Exhibit E)
- Added Pay Item – CO3-2 16" MJ Adaptor (Special Order Material Only) (Exhibit F)

All data in this request is complete and accurate and the requested time and/or price adjustment is the entire adjustment to which JLB Contractors, LLC. believes it is entitled as a result of the proposed changes added to the scope of the project and investigation into the cause of the backup of an existing 30" RCP gravity sewer line within the project limits. All quantities included in the summary change order are based on actual field measurements and considered final to complete the Gautier-Vancleave Road Wastewater System Improvements Project.

Thank you for your consideration of this request. If you need clarification or additional information, please feel free to contact us.

Sincerely,

Brandon J Willis
Estimator/Project Manager

Enclosure (1)

CO3-Exhibit A



SUBMITTAL

Project Name: Gautier-Vancleave Road Wastewater System Upgrades
JLB Project No.: 22-012
Project No.: 20-066.01
Engineer: Amelia Dye, Seymour Engineering
Project Owner: City of Gautier

Spec Section No:
Submittal No: 37
Revision No:
Sent Date: 4/25/2023

Submittal Title: Directional Drilling Profile - Bore #8 Station +/-69+50 - +/-78+20 Lagreca

Contractor:
JLB Contractors
Brandon J Willis

Contractor's Stamp:	
JLB CONTRACTORS, LLC. This Submittal has been reviewed by the general contractor and is: ☒ Approved ☐ Approved as noted ☐ Revise and resubmit ☐ Rejected Reviewed by: Brandon J Willis Date: 4/25/2023 Submittal #: 37	

SUBMISSION # 37

JOB # 20-066.01

Engineer:

Engineer's Stamp	
☒ 1	Reviewed No Exceptions
☐ 2	Reviewed Exceptions Noted
☐ 3	Revise & Resubmit
☐ 4	Rejected
☐ 5	Information Only
30" gravity sewer runs parallel shallow sewer services may be in the area	
Reviewed only for general conformance with the project requirements indicated in Contract Documents and for consistency with the project design concept. This review does not relieve the Contractor from responsibility, for errors or omissions in designs for which the contractor is responsible for compliance with all requirements of the Contract Documents, and for the safe and successful construction of the work. This review does not consider the means, methods, techniques, sequences and operations of the construction, or safety, precautions or programs incidental thereto, which are the sole responsibility of the Contractor. SEYMOUR ENGINEERING Date: 5/8/23 Checked By: Amelia Dye, P.E., PMP Signed: <i>Amelia Dye</i>	



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

Utility locations and the planned bore path displayed in the ATLAS Bore Planner must be considered estimates until exact locations are determined by the user. When the actual boring operation approaches the estimated locations of underground utility installations, the exact locations must be determined by safe and acceptable means. OSHA CFR 29 1926.651.

LaGreca Services, Inc.
148 LaGreca Court
Schriever, LA 70395
985-447-4764

Job: JLB8.vd3

Machine: D100x120 II

Date: April 24, 2023

Minimum Cover: 0.0"

Longitude: 0° 0' 0.000000"

Latitude: 0° 0' 0.000000"

Bearing: 0°

Elevation: 0"

Entry Angle: -7.7%

Setup Distance: -100.00'

Setup Left/Right: 0.00'

Rod

Rod Length: 20.00'

Diameter: 3.5"

Bend: 197.40'

Quantity: 49

Entry Point Offset: -0.0"

Pilot Bit: 6.0"

Reamer: 24.0"

Pilot Hole Volume: 1425 gallons

Backreamed Hole Volume: 22805 gallons

Pilot Hole Mud Volume: 1425 gallons

Backreamer Mud Volume: 22805 gallons

Total Mud Volumes: 24230 gallons

Notes

Bore #8 - Proposed 870' x 16" HDPE Bore

Project #20-066.01

General Contractor: JLB

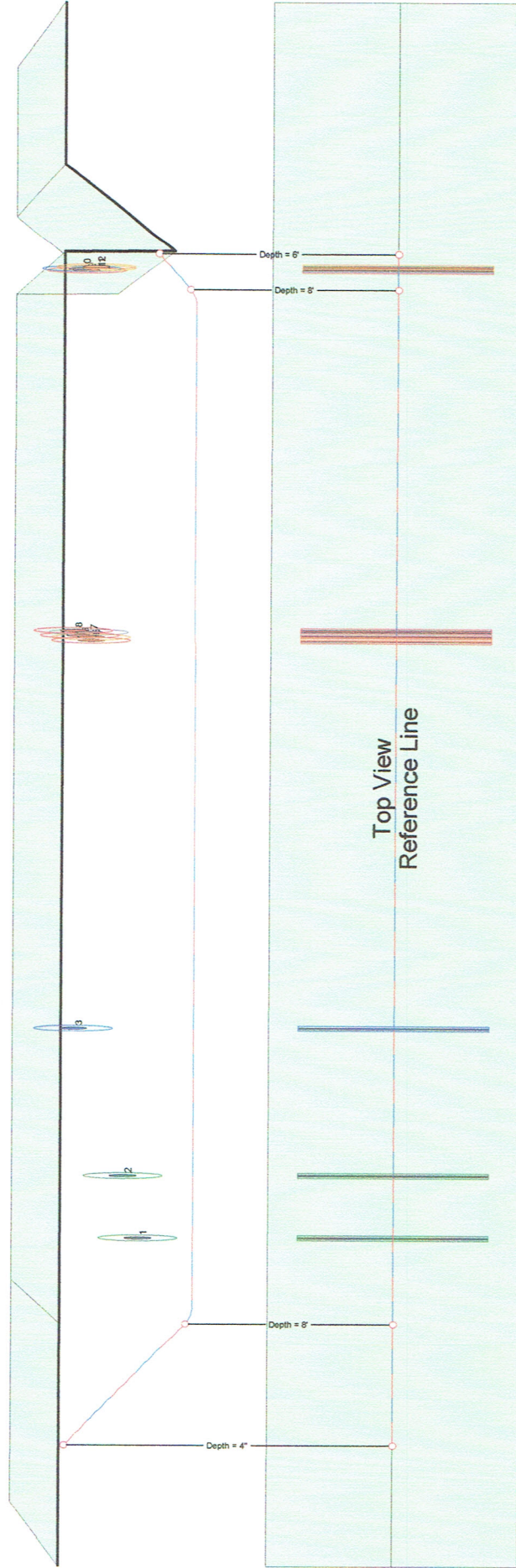
Engineer: Seymour Engineering

Owner: City of Gautier, MS



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Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

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Plan

Rod	Length ft	Dist. ft	Depth ft/in	L/R ft	Pitch %	Azimuth %	Act.Depth ft/in	Act.L/R ft	Act.Pitch %
1	20.00	-80.06	1'10"	0.00	-7.7	0.0			
2	40.00	-60.12	3'5"	0.00	-7.7	0.0			
3	60.00	-40.18	4'11"	0.00	-7.7	0.0			
4	80.00	-20.23	6'5"	0.00	-7.7	0.0			
5	100.00	-0.29	8'	0.00	-7.0	0.0			
6	120.00	19.70	8'6"	0.00	0.0	0.0			
7	140.00	39.70	8'6"	0.00	0.0	0.0			
8	160.00	59.70	8'5"	0.00	0.0	0.0			
9	180.00	79.70	8'5"	0.00	0.0	0.0			
10	200.00	99.70	8'5"	0.00	0.0	0.0			
11	220.00	119.70	8'5"	0.00	0.0	0.0			
12	240.00	139.70	8'5"	0.00	0.0	0.0			
13	260.00	159.70	8'5"	0.00	0.0	0.0			
14	280.00	179.70	8'5"	0.00	0.0	0.0			
15	300.00	199.70	8'5"	0.00	0.0	0.0			
16	320.00	219.70	8'5"	0.00	0.0	0.0			
17	340.00	239.70	8'5"	0.00	0.0	0.0			
18	360.00	259.70	8'5"	0.00	0.0	0.0			
19	380.00	279.70	8'5"	0.00	0.0	0.0			
20	400.00	299.70	8'5"	0.00	0.0	0.0			
21	420.00	319.70	8'5"	0.00	0.0	0.0			
22	440.00	339.70	8'5"	0.00	0.0	0.0			
23	460.00	359.70	8'5"	0.00	0.0	0.0			
24	480.00	379.70	8'5"	0.00	0.0	0.0			
25	500.00	399.70	8'5"	0.00	0.0	0.0			
26	520.00	419.70	8'5"	0.00	0.0	0.0			
27	540.00	439.70	8'5"	0.00	0.0	0.0			
28	560.00	459.70	8'5"	0.00	0.0	0.0			
29	580.00	479.70	8'5"	0.00	0.0	0.0			
30	600.00	499.70	8'5"	0.00	0.0	0.0			
31	620.00	519.70	8'5"	0.00	0.0	0.0			
32	640.00	539.70	8'5"	0.00	0.0	0.0			
33	660.00	559.70	8'5"	0.00	0.0	0.0			
34	680.00	579.70	8'5"	0.00	0.0	0.0			
35	700.00	599.70	8'5"	0.00	0.0	0.0			
36	720.00	619.70	8'5"	0.00	0.0	0.0			
37	740.00	639.70	8'5"	0.00	0.0	0.0			
38	760.00	659.70	8'5"	0.00	0.0	0.0			
39	780.00	679.70	8'5"	0.00	0.0	0.0			
40	800.00	699.70	8'5"	0.00	0.0	0.0			



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764

Plan

Rod	Length ft	Dist. ft	Depth ft/in	L/R ft	Pitch %	Azimuth %	Act.Depth ft/in	Act.L/R ft	Act.Pitch %
41	820.00	719.70	8'5"	0.00	0.0	0.0			
42	840.00	739.70	8'5"	0.00	0.0	0.0			
43	860.00	759.70	8'5"	0.00	0.0	0.0			
44	880.00	779.70	8'5"	0.00	0.0	0.0			
45	900.00	799.70	8'5"	0.00	0.0	0.0			
46	920.00	819.70	8'5"	0.00	0.0	0.0			
47	940.00	839.69	8'	0.00	6.3	0.0			
48	960.00	859.64	6'8"	0.00	6.7	0.0			
49	970.38	870.00	6'	0.00	6.7	0.0			



Do not use or rely upon this ATLAS Bore Planner for avoidance of underground utilities.

LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764
Topography

Distance: -200.00	Height: 0"
Distance: 0.00	Height: 0"
Distance: 870.00	Height: 0"
Distance: 871.00	Height: 0"
Distance: 872.00	Height: -7'
Distance: 940.00	Height: 0"
Distance: 1070.00	Height: 0"



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Targets

Distance '	Depth	Left/Right '	Pitch % Slope	Azimuth % Slope
-100.00	4"	0.00	[-7.7]	[0.0]
0.00	8'	0.00	[-6.8]	[0.0]
840.00	8'	0.00	[6.4]	[0.0]
870.00	6'	0.00	[6.7]	[0.0]



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Utilities

1: Sewer - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 70.00'	L/R: 0.00'	Depth: 5'			
End 1	Distance: 70.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
2: Sewer - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 120.00'	L/R: 0.00'	Depth: 4'			
End 1	Distance: 120.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
3: Water - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 240.00'	L/R: 0.00'	Depth: 10"			
End 1	Distance: 240.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
4: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 555.00'	L/R: 0.00'	Depth: 1'10"			
End 1	Distance: 555.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
5: Fiber - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 558.00'	L/R: 0.00'	Depth: 1'10"			
End 1	Distance: 558.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
6: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 559.00'	L/R: 0.00'	Depth: 1'1"			
End 1	Distance: 559.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
7: Other - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 562.00'	L/R: 0.00'	Depth: 1'8"			
End 1	Distance: 562.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
8: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 563.00'	L/R: 0.00'	Depth: 8"			
End 1	Distance: 563.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
9: Electric - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 856.00'	L/R: 0.00'	Depth: 1'5"			
End 1	Distance: 856.00'	L/R: L5.00'	End 2:	L/R: R5.00'		
10: Water - Intersecting					Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 857.00'	L/R: 0.00'	Depth: 1'1"			
End 1	Distance: 857.00'	L/R: L5.00'	End 2:	L/R: R5.00'		



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LaGreca Services, Inc. · 148 LaGreca Court Schriever, LA 70395 · 985-447-4764
Utilities

11: Fiber - Intersecting				Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 858.00'	L/R: 0.00'	Depth: 2'		
End 1	Distance: 858.00'	L/R: L5.00'	End 2:	L/R: R5.00'	
12: CATV - Intersecting				Diameter: 19.7"	Minimum Clearance: 19.7"
Pot Hole	Distance: 859.00'	L/R: 0.00'	Depth: 2'		
End 1	Distance: 859.00'	L/R: L5.00'	End 2:	L/R: R5.00'	

Brandon Willis

From: Amelia Dye <ADye@seymouren.com>
Sent: Friday, June 2, 2023 8:10 AM
To: Brandon Willis
Cc: Dustin Sullivan; Kyle Cassagne; Joshua Myers; Johnathon Damiens
Subject: RE: Gautier-Vancleave Rd. WWSU - Directional Bore #8 Hit Object

Going deeper is acceptable.

From: Brandon Willis <brandon@jlb-co.com>
Sent: Thursday, June 1, 2023 12:21 PM
To: Amelia Dye <ADye@seymouren.com>
Cc: Dustin Sullivan <dustin@jlb-co.com>; Kyle Cassagne <kyle@jlb-co.com>; Joshua Myers <jmyers@seymouren.com>; Johnathon Damiens <jdamiens@jlb-co.com>
Subject: Gautier-Vancleave Rd. WWSU - Directional Bore #8 Hit Object

Amelia,

I wanted to send you an email to follow up on our phone conversation. Near station +/-72+50, while pulling the bore drum (head) south (last step before pulling pipe), the bore drum (head) hit an unknown unforeseen object. Once the drum hit this unknown object the drum (head) immediately stopped and would not move any further south. We then noticed that the manhole near station +/-69+80 began to backup with sewer.

The current plan is that Lagreca is going to back their drill head back out and replace the head to drill deeper to avoid the object. Lagreca would like to begin diving approximately 200' north (station +/-74+50) of where the object was hit and then continue traveling south as originally intended. We would like to request that the drill head be at least +/-6' deeper than the original bore profile for bore #8 to go underneath what was hit and the existing 30" gravity sewer main. It is worth noting that the current track of the bore head has it approximately +/-5'-8' to the west of the existing 30" RCP gravity sewer.

While Lagreca is pulling their drill head out and preparing to finish the bore, we are working on jetting the 30" gravity line to ensure there is not a blockage. We will advise once this is completed.

In the meantime, we would like to request direction for the following two items.

1. Please advise if the method to remove the drill head and dive down +/-6' deep (deviation of bore profile) is acceptable.
2. Please advise on how to proceed with evaluating the hit object and possible back up of the 30" gravity sewer.

If you need anything else from us, please let us know.

Thank you,



Change Order Request for Bore # 8

Date: August 29, 2023

RE: Gautier-Vancleave Rd. Wastewater System Improvements

Attached is the change order for our time and expenses for everything related to the cost of performing the HDD, which had to be redone due to the existing sewer line. We had a total of 7 days lost.

We believe these requests should be granted because everything we encountered was beyond our control. We had no way of knowing the problems that were present with the existing sewer line prior to us beginning our installation. It was only after viewing the line with the camera were we able to conclude what happened.

If you have any questions, please feel free to call. Below are the 7 days with hours worked along with a brief description of the work that was done. Attached with this letter are the daily reports and backup invoices for the drilling mud and drilling additives.

1. Tuesday (5/23/23) 8:00am-5:00pm 9 hours – Drilling pilot, start reaming and hit unmarked sewer service line, pushed back out, put head back on, pull 7 rods back to get deeper at exit.
2. Wednesday (5/24/23) 7:00am-5:00pm 10 hours – Resume pilot, punch out, start reaming.
3. Thursday (5/25/23) 9:30am-4:30pm 7 hours – Continue reaming, push reamer back out to get returns, fracking out in the parking lot.
4. Friday (5/26/23) 8:15am-5:00pm 8.75 hours – Continue reaming.
5. Tuesday (5/30/23) 10:15am-4:40pm 6.5 hours – Put head back on and push back to exit.
6. Wednesday (5/31/23) 6:30am-4:00pm 9.5 hours - Reaming
7. Thursday (6/1/23) 8:15am-12:00pm 3.75 hours – Pushing reamer back through, hitting what we thought was the sewer, pulling back to rig to redesign bore.

Total 54.5 hours

8. Tuesday (6/13/23) 9:00am-3:30pm 6.5 Hours – Working with LNJ to clean sewer and video line.



LaGreca Services, INC.
148 LaGreca Court
Schriever, La 70395
985-447-4764

Gautier-Vancleave Rd. Wastewater System Improvements Project
Directional Drill #8 Additional Cost

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
	Directional Drill #8 Additional Cost	1	LS		
	Project Foreman Rickey Wintter / Truck Driver	55	HR	\$ 65.00	\$ 3,575.00
	Equipment Operator #1 Robert Deville	27	HR	\$ 55.00	\$ 1,485.00
	Equipment Operator #2 Brandon Burke	55	HR	\$ 55.00	\$ 3,025.00
	Skilled Laborer #2 Donald McKinley	55	HR	\$ 40.00	\$ 2,200.00
	Drilling Rig (Barbco BD 90)	55	HR	\$ 360.00	\$ 19,800.00
	Drilling Mud System (KemTron Tango 500)	55	HR	\$ 160.00	\$ 8,800.00
	Drilling Mud Pump (CFM Skid Mount 200 GPM)	55	HR	\$ 80.00	\$ 4,400.00
	Peterbilt 379 Tractor Truck & Dragon 130BBL Water Tanker	55	HR	\$ 45.00	\$ 2,475.00
	Drilling Mud	224	Bags	\$ 9.67	\$ 2,166.08
	Drilling Additive (ClayRite)	18	Bottles	\$ 76.78	\$ 1,382.04
	Drilling Additive (DetRite)	6	Bottles	\$ 41.78	\$ 250.68
	Drilling Additive (PacRite)	1	Bucket	\$ 150.60	\$ 150.60
	Drilling Additive (RiteMix)	1	Bucket	\$ 126.83	\$ 126.83
	LNJ Services, Inc. (Vac Truck to Clean Sewer Pipe)	6.5	HR	\$ 240.00	\$ 1,560.00
	Video Camera to Video Sewer Pipe	6.5	HR	\$ 100.00	\$ 650.00
	Video Tech Laban Lagreca (6/13/23)	6.5	HR	\$ 40.00	\$ 260.00
	Video Laborer Donald Mckinley (6/13/23)	6.5	HR	\$ 40.00	\$ 260.00
	Superintendent Chuck Lagreca N/C (6/13/23)	6.5	HR	\$ 69.14	\$ 449.41
	Foreman Paul Ladner N/C (6/13/23)	6.5	HR	\$ 69.14	\$ 449.41
	Subtotal				\$ 53,465.05
	Overhead (15%)				\$ 8,019.76
	Directional Drill #8 Additional Cost	1	LS		\$ 61,484.81

Lagrega Services
WEEKLY JOB PAYROLL SUMMARY REPORT

JOB NAME:	JLB GAUTIER MS
WEEK ENDING DATE:	5/26/2023

Employee Action Codes: NS-No Show, NSC-No Show or Call, PD-Per, F-Fired, RS-Resigned, EA-Excused Absence, V-Vacation, O-Other

EMPLOYEE'S NAME:	DAY	Phase Code/Activity				TOTAL HOURS
		CRAFT	HRS	HRS	PER	
Troy Caldwell	S					
	M	Operator (Rig)	11.75		11.75	
	T					
	W					
	T					
	F					
S						
TOTALS ==>			11.75		11.75	
DJ McKinley	S					
	M	Laborer (Pipe)	11.75		11.75	
	T	Laborer (Pipe)	12.00		12.00	
	W	Laborer (Pipe)	13.00		13.00	
	T	Laborer (Pipe)	12.50		12.50	
	F	Laborer (Pipe)	15.50		15.50	
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TOTALS ==>			64.75		64.75	
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EMPLOYEE'S NAME:	DAY	Phase Code/Activity				TOTAL HOURS
		CRAFT	HRS	HRS	PER	
Brandon Burke	S					
	M	Mud System Operator	11.75		65.00	
	T	Mud System Operator	12.00		65.00	
	W	Mud System Operator	13.00		65.00	
	T	Mud System Operator	12.50		65.00	
	F	Mud System Operator	15.50			
S						
TOTALS ==>			64.75			
Rickey Winter	S					
	M	Forman	11.75		65.00	
	T	Forman	12.00		65.00	
	W	Forman	13.00		65.00	
	T	Forman	12.50		65.00	
	F	Forman	15.50			
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TOTALS ==>			64.75			
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CERTIFY THIS REPORT IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT ALL WORKMANSHIP, EQUIPMENT AND MATERIALS ARE IN ACCORDANCE WITH THE CONTRACT.

DATE: 11/11/2011

I certify this report is complete and correct to the best of my knowledge and that all workmanship, equipment and materials are in accordance with the contract's plans & specifications.

EMPLOYEE'S NAME:		DAY	Phase Code/Activity	HRS	HRS	HRS	PER	TOTAL HOURS
CRAFT								
S								
M								
T								
X000D		Superintendent Signature: Page 11						

Email to dailyreport@lagrecahdd.com daily
for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/22/2023

START TIME: 5:00:00 AM

DAY: Mon

STOP TIME: 4:45:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

finish setting up, drill pilot

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:00 shop, fuel vehicles, 8:15 arrive at job site, walk over drill path, fill tanker trailer, JLB digging pits, 11:00 clearing trees to setup rig, 12:15 rig in place, 2:00 mud system and mud pump in place, tanker trailer in place mixing mud, waiting on drill pipe baskets, 4:00 add hydraulic oil to rig, no baskets until tomorrow morning, 4:15 leave job site, 4:45 hotel

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

110 gal green diesel,

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

I certify this report is complete and correct to the best of my knowledge and that
workmanship, equipment and materials are in accordance with the contract's plans & spec.

Email to dailyreport@lagreciahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/23/2023

START TIME: 5:30:00 AM

DAY: Tue

STOP TIME: 5:30:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

finish setup, drill pilot, start reaming

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel. 6:00 job site, waiting on baskets, 7:30 2 baskets delivered, 8:00 beacon in drill head and drill head installed, 8:30 start pilot, drill #8 10:50 punch out 870 ft, 1:00 start reaming, 1:20 hit sewer service line, shove back out putting drill head back on to go deeper, 4:00 pull back 7 rods JLB repairing sewer service line, fueling equipment, fill water trailer, fill mud system, 5:00 leave job site, 5:30 hotel

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagrecia engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

Email to dailyreport@lagrecahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/24/2023

START TIME: 5:30:00 AM

DAY: Wed

STOP TIME: 6:30:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

finish pilot start reaming 20" cutter

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel, 6:00 job site, 7:00 resume pilot, 8:15 punch out, 8:45 start reaming, 9:30 filling water trailer, 2:40 pushing back out cutter is clogged, found plastic tabs in cutter, 3:40 filling water trailer, 4:30 start reaming 5:00 stop reaming, fueling equipment, helping tailor, 6:00 leave job site, 6:00 hotel

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

1 Pallet mud

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagrec engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

I certify this report is complete and correct to the best of my knowledge and
workmanship, equipment and materials are in accordance with the contract's plans & specifications.

Email to dailyreport@lagrecahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/25/2023

START TIME: 5:30:00 AM

DAY: Thu

STOP TIME: 6:00:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

finish reaming 20" cutter, start reaming 24" cutter

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel, 6:00 job site, fuel Tailor's equipment, help Tailor pull pipe while waiting on vac truck, 9:30 start reaming, 11:30 pushing back to get returns, fracing out in parking lot, 1:30 filling water trailer, 3:40 filling water trailer, 4:30 mud pump starts hammering taking apart to clear valves, 5:00 mud pump fixed, picking up trash, 5:30 leave job site, 6:00 hotel,

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

I certify this report is complete and correct to the best of my knowledge and
workmanship, equipment and materials are in accordance with the contract's plans & spe

SUPERINTENDENT

Signature ==>>

Email to dailyreport@lagrecahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/26/2023

START TIME: 5:30:00 AM

DAY: Fri

STOP TIME: 9:00:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

continue reaming

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel, 6:00 job site, remove flat tire off tanker trailer, 7:40 bonin arrives with pallets and tire, 8:00 tire changed, 8:15 water trailer in place, 9:15 start reaming, 10:00 filling water trailer, 2:00 filling water trailer, 3:40 filling water trailer, 5:00 cutter back to rig pick up trash, 5:30 leave job site, 9:00 shop

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

1 pallet mud

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

I certify this report is complete and correct to the best of my knowledge and
workmanship, equipment and materials are in accordance with the contract's plans & spe

SUPERINTENDENT

Signature ==>>

Employee Action Codes: NS-No Show, NSC-No Show or Call, PD-Per, F-Fired, RS-Resigned, EA-Excused Absence, V-Vacation, O-Other

EMPLOYEE'S NAME:	DAY	Phase Code/Activity		HRS	HRS	HRS	PER	TOTAL HOURS
		CRAFT						
Brandon Burke	S							
	M							
	T	Mud System Operator		12.50			65.00	12.50
	W	Mud System Operator		12.00			65.00	12.00
	T	Mud System Operator		12.25			65.00	12.25
	F	Mud System Operator		14.25				14.25
		TOTALS ==>>		51.00				51.00
DJ McKinley	S							
	M							
	T	Laborer (Pipe)		12.50			65.00	12.50
	W	Laborer (Pipe)		12.00			65.00	12.00
	T	Laborer (Pipe)		12.25				12.25
	F							
		TOTALS ==>>		36.75				36.75
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Email to dailyreport@lagrecahdd.com daily
for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER:

DATE: 5/29/2023

DAY: Mon

CONTRACT DAY # WEATHER: JOB NAME:

START TIME: 5:30:00 AM

STOP TIME: 11:30:00 PM

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points,
hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

work with Tailor

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

I certify this report is complete and correct to the best of my knowledge and that
workmanship, equipment and materials are in accordance with the contract's plans & spec.

Email to dailyreport@lagreciahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/30/2023

START TIME: 5:30:00 AM

DAY: Tue

STOP TIME: 6:00:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

push 20" reamer & barrel back through, ream with 24" cutter

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 shop, load mud and chemicals, fuel vehicle, 7:45 leave shop 10:15 arrive at job site, unload pallets and chemicals, filling tanker trailer, 10:55 fuel equipment, 11:20 start pushing back through, 11:45 cant push through pulling back to rig to put drill head on and re drill pilot, 1:45 start redrilling pilot, 4:40 punch out, put cutter on test mud, 5:30 leave job site, 6:00 hotel

NOTE: IT IS NOW KNOWN THAT THE CAUSE OF
BEING UNABLE TO PUSH BACK THROUGH HOLE
IS GRAVEL AND COLLAPSING FORMATION,

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagrecia engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

Email to dailyreport@lagrecahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 5/31/2023

START TIME: 5:30:00 AM

DAY: Wed

STOP TIME: 5:30:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

ream hole 24" cutter, push back through

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel, 6:00 job site, 6:30 start reaming, 7:30 filling water trailer, load pallet mud, 8:55 filling water trailer, 10:30 filling water trailer, 1:00 filling water trailer, 2:30 filling water trailer, 3:30 complete reaming, 4:00 barrel is on, cleaning job site, 5:00 leave job site, 5:30 hotel

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

2 pallets of mud

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

I certify this report is complete and correct to the best of my knowledge and
workmanship, equipment and materials are in accordance with the contract's plans & specifications.

SUPERINTENDENT

Signature ==>>

Email to dailyreport@lagrecaltd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 6/1/2023

START TIME: 5:30:00 AM

DAY: Thu

STOP TIME: 5:45:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

push barrel back through, pull pipe

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel, 6:00 job site, filling water trailer, getting fuel from gas station, fuel equipment, 8:15 start pushing barrel back through, 10:50 hit sewer pulling back to rig, 12:00 barrel back to rig, reshooting pilot going deeper, 1:45 start pilot, 5:00 stop drilling 440 ft, 5:15 leave site, 5:45 hotel

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagrec engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

I certify this report is complete and correct to the best of my knowledge and
workmanship, equipment and materials are in accordance with the contract's plans & spe

Email to dailyreport@lagrecahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB GAUTIER MS

DATE: 6/2/2023

START TIME: 5:30:00 AM

DAY: Fri

STOP TIME: 7:45:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

finish drilling pilot, start reaming,

SAFETY TOPIC SHARED WITH CREW:

Rotating Equipment, slips trips and falls, working at heights, pinch points, hot surfaces

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

5:30 leave hotel, 6:00 job site, filling water trailer, 7:30 resume pilot, 9:35 punch out, 10:20 start reaming 18" cutter, 10:45 filling water trailer, 12:55 changing saver sub, resume reaming, 2:30 filling water trailer, 4:00 stop reaming at 300 ft pushing back out, 4:45 pushed back out, cleaning job site, 5:00 leave job site, 7:45 shop

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

1 pallet mud

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

I certify this report is complete and correct to the best of my knowledge and
workmanship, equipment and materials are in accordance with the contract's plans & spe

WEEKLY JOB PAYROLL SUMMARY REPORT

JOB NUMBER:	220905
WEEK BEGINNING DATE	6/11/2023

JOB NAME:	JLB
WEEK ENDING DATE:	6/16/2023

Employee Action Codes: NS-No Show, NSC-No Show or Call, PD-Per, F-Fired, RS-Resigned, EA-Excused Absence, V-Vacation, O-Other

EMPLOYEE'S NAME:										EMPLOYEE'S NAME:																									
DAY		Phase Code/Activity		JLB		HRS		TOTAL		DAY		Phase Code/Activity		JLB		HRS		TOTAL																	
S		CRAFT		HRS		HRS		HOURS		S		CRAFT		HRS		HRS		HOURS																	
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I certify this report is complete and correct to the best of my knowledge and that all workmanship, equipment and materials are in accordance with the contract's plans & spec

Email to dailyreport@lagrecahdd.com
daily for previous day's activity.

DAILY PROJECT REPORT

JOB NUMBER: 220905

JOB NAME: JLB

DATE: 6/13/2023

START TIME: 9AM

DAY: Tue

STOP TIME: 3:30:00 PM

CONTRACT DAY #

WEATHER:

TEMPERATURE: ° F

PRODUCTION GOALS FOR THE DAY SHARED WITH CREW:

GET SEWER SYSTEM PUMPED DOWN AND THE CAMERA

SAFETY TOPIC SHARED WITH CREW:

HEAT STRESS PROPER HYDRATION

DESCRIPTION OF WORK PERFORMED TODAY - INCLUDE AS MUCH INFORMATION AS POSSIBLE

ARRIVED ON SITE AN 9AM AND LEFT AT 3:30PM COORDINATED EFFORTS WITH LNJ TO CLEAN OUT SEWER LINE WITH INTENTIONS OF RUN CAMERA. EFFORTS WERE UNSECESSFUL BECAUSE WE COIULD NOT GET THE SYSTEM COMPLETELY PUMPED DOWN WITH ONLY ONE HOURTIME FRAME THAT WAS ALLOWED. CAMERA WOULD HAVE REMAINED UNDER WATER

DESCRIPTION OF PERMANENT MATERIALS DELIVERED TODAY

CHANGES IN TOOLS & EQUIPMENT

CLAIM AND/OR EXTRA WORK PERFORMED - DESCRIBE

VERBAL INSTRUCTIONS FROM OWNER / ENG. / ETC.

SAFETY ACTIONS (accidents, incidents, etc.) / TEST INFO (compactions, etc.) / VISITORS (including Lagreca engineers, owners, etc.)

SUPERINTENDENT

Signature ==>>

DrilRite Chemical, LLC
 702 Blackjack St.
 Winnsboro, TX 75494
 +1 9033476797



INVOICE

BILL TO

Lagreca Services
 148 La Greca Ct
 Schriever, LA 70395

INVOICE # 7209

DATE 05/16/2023

DUE DATE 06/15/2023

TERMS Net 30

** Drilling Additives*

PRODUCT	SKU	DESCRIPTION	QTY	RATE	AMOUNT
PacRite-R	PRV01	<i>\$150.53</i>	36	148.75	5,355.00
RiteMix	RM01	<i>\$126.78</i>	36	125.00	4,500.00
ClayRite	CR01	<i>\$76.78</i>	168	75.00	12,600.00
DetRite	DR01	<i>\$41.28</i>	84	40.00	3,360.00
Stinger HDD Cop 5g	SHDDC5G		4	190.00	760.00
Freight-SAIA	770511437406		1	583.00	583.00

PER WITH TAX

PO#2300414

BALANCE DUE

\$27,158.00

CO3-Exhibit C



Right Turn Supply LLC
2265 Graceland Rd
Pella, IA 50219

Invoice

Date	Invoice #
4/28/2023	RTS 12240

Bill To
Lagrecia Services 148 La Greca Ct Schriever, LA 70395-4350 US

Ship To
Houston, TX 77020

P.O. Number	Terms	Due Date
2300365	Net 30	5/28/2023

**Drilling mud*

Item Code	Description	Quantity	Price Each	Amount
Max Gel (H)	Max Gel (50 lb bgs) Total sales tax calculated by AvaTax	896	7.50 554.40	6,720.00T 554.40
	<i>*Add SHIPPING \$1,400.00</i>			
	<i>*PRICE PER BAG each \$9.67</i>			
Thank you for your business!		Total		
CPU Past due invoices are subject to a finance charge of 1.5% per month.		Payments/Credits		
E-mail	ar@rightturnsupply.com	Balance Due		
		\$7,274.40		



LNJ Services, Inc.
10550 Reichold Rd.
Gulfport, Ms. 39503

Invoice

Date	Invoice #
6/13/2023	21953

LAGRECA UNDERGROUND

PHONE: 228-896-6348
EMAIL: lnj.services.inc@gmail.com

Job 220905

PO #	TERMS
<i>2300677</i>	Net 30

Quantity	Description	Rate	Amount
6.5	VACTOR TRUCK CLEANING PIPE	240.00	1,560.00
Please remit payment to: LNJ Services, Inc. 10550 Reichold Rd. Gulfport, Ms. 39503		Total	\$1,560.00

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: Seymour Engineering
925 Tommy Munro Dr., Suite G
Biloxi, MS 39532

PROJECT: Gautier Vancleave Road Wastewater
System Upgrades

APPLICATION NO: 9
APPLICATION DATE: 09/01/23
PERIOD TO: 08/26/23 || 09/25/23
Summary Change Order

FROM CONTRACTOR:

JLB Contractors, LLC
21294 Johnson Road
Long Beach, MS 39560

CONTRACT DATE: 10/18/22

CONTRACT FOR: Sitework

OWNER: City of Gautier

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 2,683,000.00
2. Net change by Change Orders	(\$28,910.45)
3. UPDATED CONTRACT AMOUNT AFTER QUANTITY SUMMARY	\$ 2,654,089.55
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 2,569,298.07
5. RETAINAGE:	
a. 10% Retainage Held as of Pay App 4 per Specs (50%+ work installed)	\$ 144,201.71
b. 10% of Stored Material (Column F on G703)	\$0.00
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column I of G703)	\$144,201.71
6. TOTAL EARNED LESS RETAINAGE	\$ 2,425,096.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$2,425,096.36
8. CURRENT PAYMENT DUE	\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$228,993.19

CONTRACTOR: JLB Contractors, LLC

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Owner: (if applicable)

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$10,391.48	
Total approved this Month		\$39,301.93
TOTALS:	\$10,391.48	\$39,301.93
NET CHANGES by Change Order:	(\$28,910.45)	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER ADVISER 1992 EDITION AIA
THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE. N.W. WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting of the license a completed AIA Document D401- Certification of Document's Authenticity

CONTINUATION SHEET			AIA DOCUMENT G703			PAGE TWO OF TWO PAGES					
AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.						APPLICATION NO: 9					
In tabulations below, amounts are stated to the nearest dollar.						APPLICATION DATE: 09/01/23					
Use Column I on Contracts where variable retainage for line items may apply.						PERIOD TO: 08/26/23					
						PROJECT NO:					
ITEM	DESCRIPTION										
	OF	CURRENT	UNITS OF	UNIT	CURRENT	QUANTITY	EXTENSION	REVISED	REVISED	DIFFERENCE	
	WORK	CONTRACT	MEASURE	PRICE	CONTRACT	THIS C.O.	THIS C.O.	CONTRACT	CONTRACT	ORIGINAL	
		QUANTITY			AMOUNT			QUANTITY	AMOUNT	FINAL	
001	Mobilization	1	LS	\$100,000.00	\$100,000.00	0	\$100,000.00	1.00	\$ 100,000.00	\$0.00	
002	16" HDPE Directional Bore (465 LF Added with Change Order #3)	5,585	LF	\$160.00	\$893,600.00	750	\$160.00	6335.00	\$ 1,013,600.00	\$120,000.00	
003	16" HDPE Direct Bury	8,685	LF	\$80.00	\$694,800.00	-580.40	\$80.00	8104.60	\$ 648,368.00	-\$46,432.00	
004	45 deg D.I. Bends including Flange Kits and Gaskets	12	EA	\$5,000.00	\$60,000.00	-1	\$5,000.00	11.00	\$ 55,000.00	-\$5,000.00	
005	22-1/2 deg D.I. Bends including Flange Kits and Gaskets	4	EA	\$5,000.00	\$20,000.00	0	\$5,000.00	4.00	\$ 20,000.00	\$0.00	
006	11-1/4 deg D.I. Bends including Flange Kits and Gaskets	1	EA	\$5,000.00	\$5,000.00	0	\$5,000.00	1.00	\$ 5,000.00	\$0.00	
007	Jack and Bore Steel Casing including Carrier Pipe	220	LF	\$1,100.00	\$242,000.00	0	\$1,100.00	220.00	\$ 242,000.00	\$0.00	
008	2" Air Release Valve	7	EA	\$4,600.00	\$32,200.00	0	\$4,600.00	7.00	\$ 32,200.00	\$0.00	
009	2" Air Release Valve Pit	7	EA	\$4,000.00	\$28,000.00	0	\$4,000.00	7.00	\$ 28,000.00	\$0.00	
010	6" Cleanout including Concrete Pad, MJ Blind Flange, 45° Bend, and Wye (all D.I.)	5	EA	\$1,500.00	\$7,500.00	0	\$1,500.00	5.00	\$ 7,500.00	\$0.00	
011								0.00	\$ -	\$0.00	
012	Charcoal Air Filter for Air Release Valve	7	EA	\$5,000.00	\$35,000.00	0	\$5,000.00	7.00	\$ 35,000.00	\$0.00	
013	Tie into Existing Force Main including Required Fittings	1	EA	\$12,500.00	\$12,500.00	0	\$12,500.00	1.00	\$ 12,500.00	\$0.00	
014	Plug Abandoned Force Main	1	EA	\$5,000.00	\$5,000.00	0	\$5,000.00	1.00	\$ 5,000.00	\$0.00	
015	Tie into Existing Manhole	1	EA	\$6,500.00	\$6,500.00	0	\$6,500.00	1.00	\$ 6,500.00	\$0.00	
016	Dewatering	1	LS	\$110,000.00	\$110,000.00	0	\$110,000.00	1.00	\$ 110,000.00	\$0.00	
017	Upgrade Existing Lift Station Pumps	1	LS	\$30,000.00	\$30,000.00	0	\$30,000.00	1.00	\$ 30,000.00	\$0.00	
018	Clear and Grub	4.5	AC	\$6,000.00	\$27,000.00	-1.87	\$6,000.00	2.63	\$ 15,780.00	-\$11,220.00	
019	Hydro-Seed	20	AC	\$3,200.00	\$64,000.00	-11.56	\$3,200.00	8.44	\$ 27,008.00	-\$36,992.00	
020	Select Backfill	1000	CY	\$20.00	\$20,000.00	-729.09	\$20.00	270.91	\$ 5,418.20	-\$14,581.80	
021	Limestone	1000	CY	\$100.00	\$100,000.00	-938.69	\$100.00	61.31	\$ 6,131.00	-\$93,869.00	
022	Concrete - Flat	200	SY	\$85.00	\$17,000.00	250.06	\$85.00	450.06	\$ 38,255.10	\$21,255.10	
023	Concrete - Curb	100	LF	\$32.00	\$3,200.00	84	\$32.00	184.00	\$ 5,888.00	\$2,688.00	
024	Sawcut - Concrete or Asphalt, All Depths	150	LF	\$6.00	\$900.00	498	\$6.00	648.00	\$ 3,888.00	\$2,988.00	
025	Asphalt	50	TON	\$300.00	\$15,000.00	34.82	\$300.00	84.82	\$ 25,446.00	\$10,446.00	
026	Traffic Control	1	LS	\$125,000.00	\$125,000.00	0	\$125,000.00	1.00	\$ 125,000.00	\$0.00	
027	Erosion Control - Waddles	20	EA	\$40.00	\$800.00	-1	\$40.00	19.00	\$ 760.00	-\$40.00	
028	Erosion Control - Silt Fence	8000	LF	\$3.50	\$28,000.00	-767	\$3.50	7233.00	\$ 25,315.50	-\$2,684.50	
CO2-1	Change Order #2 - Shrub Planting, Dwarf Yaupon Holly	32	EA	\$53.54	\$1,713.35	0.00	\$53.54	32.00	\$ 1,713.35	\$0.00	
CO2-2	Change Order #2 - Erosion Control Blanket	2	RL	\$155.49	\$310.98	0.00	\$155.49	2.00	\$ 310.98	\$0.00	
CO2-3	Change Order #2 - 30" RCP Line Cleaning and Videoing	1	LS	\$8,367.15	\$8,367.15	0.00	\$8,367.15	1.00	\$ 8,367.15	\$0.00	
CO3-1	Change Order #3 - 16" Green HDPE IPS Pipe (Special Order Material Only)	0	LF	\$0.00	\$0.00	200.00	\$65.44	200.00	\$ 13,088.00	\$13,088.00	
CO3-2	Change Order #3 - 16" MJ Adaptor (Special Order Material Only)	0	EA	\$0.00	\$0.00	2.00	\$526.14	2.00	\$ 1,052.27	\$1,052.27	
									\$ -		
			Original Contract Value:		\$2,693,391.48	Final Adjusted Contract Value:			\$ 2,654,089.55		
						Total Amount Deducted from Original Contract Value:					-\$39,301.93

CO3-Exhibit E



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

Gautier-Vancleave Rd. Wastewater System Improvements Project

CO3-1 16" Green HDPE IPS Pipe (Special Order Material Only)

Materials are Special Order, Vendors and/or Manufacturers Will Not Take Back

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
CO3-1	16" Green HDPE IPS Pipe (Special Order Material Only)	1	LS		
	16x40 IPS DR11 Green Stripe HDPE	200	LF	\$ 65.44	\$ 13,088.00
	Subtotal				\$ 13,088.00
CO3-1	16" Green HDPE IPS Pipe (Special Order Material Only)	1	LS		\$ 13,088.00

The remaining 200 LF of 16" HDPE was delivered and dropped off at a location designated by the City of Gautier on July 27, 2023.

CO3-Exhibit F



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

Gautier-Vancleave Rd. Wastewater System Improvements Project

CO3-2 16" MJ Adaptor (Special Order Material Only)

Materials are Special Order, Vendors and/or Manufacturers Will Not Take Back

Item #	Item Description	Unit Qty.	U.O.M.	Unit Cost	Total
CO3-2	16" MJ Adaptor (Special Order Material Only)	1	LS		
	16 IPS PC200 DR11 MJ Adpt	2	EA	\$ 526.13	\$ 1,052.26
	Subtotal				\$ 1,052.26
CO3-2	16" MJ Adaptor (Special Order Material Only)	1	LS		\$ 1,052.26

The remaining 2 each 16" HDPE to MJ adapters were delivered and dropped off at a location designated by the City of Gautier on July 27, 2023.



September 13, 2023

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

Re: Change Order 3 – Summary
Gautier-Vancleave Road Wastewater System Upgrades, Gautier, Mississippi

Dear Ms. Yancey,

Attached please find Change Order No. 3 on the referenced project. This Change Order serves to decrease the contract amount to reflect the actual cost of the project. Installed quantities in the field differ from the original estimated quantities in the contract. A detailed summary of the quantity adjustments is included in this Change Order.

Most notable quantity adjustments were due to unforeseen site conditions. Bore # 8 had to be redone; Bore # 10 was added; Bore # 11 was changed to Direct Bury; and some parking lots required repair. Not as much Clearing and Grubbing was required and therefore not as much Hydroseed. Select Backfill and Limestone were not required along the entire pipe trench as originally estimated. This Change Order also adds Line Items to accommodate the specially ordered materials that were not used due to the change in quantities for Boring and Direct Bury.

I am requesting you place this Change Order No. 3 in the amount of -(\$39,301.93) for a contract total amount of \$2,654,089.55 on the next City Council Meeting Agenda for approval.

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

Sincerely,

SEYMOUR ENGINEERING

Amelia Dye, P.E., PMP
Project Engineer

CC: Ms. Kimberly Saucier, Grants and Project Administrator

Attachment: Change Order 3

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Authorization to acquire and accept an easement for
Animal Shelter Water Main

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization acquire an easement for Animal Shelter Water Main.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
☐		☐		☐		☐		☐	

Second Made by:									
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐
☐		☐		☐		☐		☐	

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier seeks to acquire an interest in certain real property for a temporary construction easement and a permanent utility easement; and

WHEREAS, the City has identified .15 acres of real property (hereinafter, "the Bosarge Property"), more specifically identified in the attached appraisal summary, that will be acceptable for this purpose; and

WHEREAS, pursuant to Mississippi law, purchase of real property requires the establishment of Just Compensation; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires a public entity to obtain an appraisal before the initiation of negotiations; and

WHEREAS, the City has obtained an appraisal of such an easement on the parcel at issue, a summary of which is attached herein and which has been delivered to the property owner; and

WHEREAS, based on the appraisal, the City finds it is in the best interests of the City to establish Just Compensation for an easement, attached hereto, on the above property in the amount of \$3,000.00; and

WHEREAS, the Council finds that the amount of \$3,000.00 is equal to or less than the fair market value of the Property; and

IT IS HEREBY ORDERED by the City, that "Just Compensation" for an easement across the relevant property in the amount of \$3,000.00 is hereby established, and the City Manager is hereby authorized to move forward with acquiring an easement on the Property for an amount at or below this amount.

IT IS HEREBY ORDERED by the Mayor and Council that the City Manager is authorized to execute any and all documents required to close this transaction.

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 19, 2023.

Prepared by:
Larry P. Saucier, PLS
925 Tommy Munro Drive
Biloxi, MS 39532
(228) 385-2350 (ext. 111)

Return to:
Franics Gayle Bosarge Trust c/o Gayle Bosarge
103 Bassett Lane
Madison, MS 39110
(228) 990-7718

STATE OF MISSISSIPPI **Indexing: West 1/2 of Sec. 28, T7S,**
COUNTY OF JACKSON **R7W, Jackson County, MS**

ACCESS, MAINTENANCE and TEMPORARY
CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of Twenty-Five Hundred Dollars (\$2,500.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we,

The Francis Gayle Bosarge Trust
103 Bassett Lane
Madison, Mississippi 39110
Phone: 228-990-7718

do hereby sell, convey and transfer unto

CITY OF GAUTIER, MISSISSIPPI
3330 U.S. Highway 90
Gautier, Mississippi 39553
228-487-8000

a perpetual, non-exclusive Easement for a community water line, in, into, upon, over, across and under the following described real estate, but not limited to locating, establishing, constructing, installing, maintaining, altering, repairing and operating said community water system, to-wit:

LEGAL DESCRIPTION:

THE FOLLOWING SURVEY LEGAL DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83-2011: MISSISSIPPI EAST ZONE) IN U.S. SURVEY FEET AND HAVING STATE PLANE COORDINATE VALUES OF (NORTHING = 329720.86' EASTING = 1026723.89') USING A CONVERGENCE ANGLE OF 00°04'05.50" AND A SCALE FACTOR OF 0.99995207 AT A TALL CONCRETE MONUMENT MARKED ST. REGIS PAPER COMPANY FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI AND IS BASED ON A SURVEY PERFORMED BY LARRY P. SAUCIER, MISSISSIPPI REGISTRATION NUMBER 2939 DATED SEPTEMBER 16, 2022.

BEGINNING AT A CONCRETE MONUMENT WITH BRASS DISK BY COMPTON ENGINEERING AT THE NORTHWEST CORNER OF THE PROPERTY OF JACKSON COUNTY AS PER DEED BOOK 1303/ PAGE 313 HAVING STATE PLANE COORDINATES OF NORTHING = 329552.76' AND EASTING = 1027484.60; THENCE PROCEED N 89°47'27" E (GRID BEARINGS AND DISTANCES CITED) ALONG THE MONUMENTED NORTH LINE OF SAID PROPERTY FOR A DISTANCE OF 20.00' TO A POINT; THENCE PROCEED N 00°10'24" W FOR A DISTANCE OF 170.54' TO A POINT ON THE SOUTH LINE OF NOW OR FORMERLY FRANCIS GAYLE BOSARGE TRUST PROPERTY; THENCE PROCEED S 89°48'57" W ALONG THE MONUMENTED SOUTH LINE OF SAID PROPERTY FOR A DISTANCE OF 790.20' TO A TALL CONCRETE MONUMENT MARKED ST. REGIS PAPER COMPANY AT THE SOUTHWEST CORNER OF SAID BOSARGE PROPERTY; THENCE PROCEED S 89°55'02" W FOR A DISTANCE OF 10.00' TO A POINT; THENCE PROCEED S 00°10'39" E FOR A DISTANCE OF 20.02' TO A POINT; THENCE PROCEED N 89°48'57" E FOR A DISTANCE OF 770.20' TO A POINT; THENCE PROCEED S 00°10'24" E FOR A DISTANCE OF 150.54' TO THE POINT OF BEGINNING. SAID PARCEL HAVING AN AREA OF 18,814 SQUARE FEET OR 0.43 ACRES, APPROXIMATELY.

This easement is subject to the following conditions:

- 1.) The Francis Gayle Bosarge trust and/or its successors and assigns may tap into the line with no tap fees. The city will spread this in their minutes.

This easement shall be considered a covenant running with the land and shall inure to the benefit of the Grantee and their successors in interest.

TO HAVE AND TO HOLD the above warranted premises, together with all and singular, the hereditaments and appurtenance thereunder belonging or in any wise appertaining to said Grantee, their heirs and assigns forever.

THIS CONVEYANCE is made subject to all recorded restrictive covenants, rights-of-way, easements and prior reservations of any oil, gas and mineral rights.

WITNESS our signature, this the ____ day of _____, 2023.

FRANCIS GAYLE BOSARGE TRUST

BY: _____
Gayle C. Bosarge
Trustee

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Gayle C. Bosarge, who acknowledged that she is the Trustee, and that in said representative capacity, she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

*****CUT AND PASTE SURVEY HERE*******

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting:
Title:

September 19, 2023
Authorization to acquire and accept an easement for
Animal Shelter Water Main

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization acquire an easement for Animal Shelter Water Main.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

Second Made by:													
Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier seeks to acquire an interest in certain real property for a temporary construction easement and a permanent utility easement; and

WHEREAS, the City has identified .58 acres of real property (hereinafter, “the Walnut Acquisitions Property”), more specifically identified in the attached appraisal summary and attached easement that will be acceptable for this purpose; and

WHEREAS, pursuant to Mississippi law, purchase of real property requires the establishment of Just Compensation; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires a public entity to obtain an appraisal before the initiation of negotiations; and

WHEREAS, the City has obtained an appraisal of such an easement on the parcel at issue, a summary of which is attached herein and which has been delivered to the property owner; and

WHEREAS, when provided with the appraisal, the property owner agreed to provide the attached easement to the City at no cost.

IT IS HEREBY ORDERED by the City Manager is hereby authorized to move forward with acquiring an easement on the Property, as presented.

IT IS HEREBY ORDERED that the donation of the attached easement is accepted.

IT IS HEREBY ORDERED that Walnut Acquisition Corporation, its successors, and assigns may tap into the waterline in the future for no tap fee in consideration for the donation.

IT IS HEREBY ORDERED by the Mayor and Council that the City Manager is authorized to execute any and all documents required to close this transaction.

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 19, 2023.

Prepared by:
Larry P. Saucier, PLS
925 Tommy Munro Drive
Biloxi, MS 39532
(228) 385-2350 (ext. 111)

Return to:
Walnut Acquisition Corporation
759 Howard Avenue
Biloxi, MS 39530
(228) 369-0210

STATE OF MISSISSIPPI
COUNTY OF JACKSON

**Indexing: SW ¼ of Sec. 28 & SE ¼ of Sec. 29, T7S,
R7W, Jackson County, MS**

**ACCESS, MAINTENANCE and TEMPORARY
CONSTRUCTION EASEMENT**

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars
(\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of
which is hereby acknowledged, we,

Walnut Acquisition Corporation
759 Howard Avenue
Biloxi, Mississippi 39530
Phone: 228-369-0210

do hereby sell, convey and transfer unto

CITY OF GAUTIER, MISSISSIPPI
3330 U.S. Highway 90
Gautier, Mississippi 39553
228-487-8000

a perpetual, non-exclusive Easement for a community water line, in, into, upon, over, across and under the following described real estate, but not limited to locating, establishing, constructing, installing, maintaining, altering, repairing and operating said community water system, to-wit:

LEGAL DESCRIPTION:

THE FOLLOWING SURVEY LEGAL DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83-2011: MISSISSIPPI EAST ZONE) IN U.S. SURVEY FEET AND HAVING STATE PLANE COORDINATE VALUES OF (NORTHING = 329720.86' EASTING = 1026723.89') USING A CONVERGENCE ANGLE OF 00°04'05.50" AND A SCALE FACTOR OF 0.99995207 AT A TALL CONCRETE MONUMENT MARKED ST. REGIS PAPER COMPANY FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI AND IS BASED ON A SURVEY PERFORMED BY LARRY P. SAUCIER, MISSISSIPPI REGISTRATION NUMBER 2939 DATED SEPTEMBER 16, 2022.

BEGINNING AT A CONCRETE MONUMENT WITH BRASS DISK BY COMPTON ENGINEERING AT THE NORTHWEST CORNER OF THE PROPERTY OF JACKSON COUNTY AS PER DEED BOOK 1303/ PAGE 313 HAVING STATE PLANE COORDINATES OF NORTHING = 329552.76' AND EASTING = 1027484.60; THENCE PROCEED N 89°47'27" E (GRID BEARINGS AND DISTANCES CITED) ALONG THE MONUMENTED NORTH LINE OF SAID PROPERTY FOR A DISTANCE OF 20.00' TO A POINT; THENCE PROCEED N 00°10'24" W FOR A DISTANCE OF 170.54' TO A POINT ON THE SOUTH LINE OF NOW OR FORMERLY FRANCIS GAYLE BOSARGE TRUST PROPERTY; THENCE PROCEED S 89°48'57" W ALONG THE MONUMENTED SOUTH LINE OF SAID PROPERTY FOR A DISTANCE OF 790.20' TO A TALL CONCRETE MONUMENT MARKED ST. REGIS PAPER COMPANY AT THE SOUTHWEST CORNER OF SAID BOSARGE PROPERTY; THENCE PROCEED S 89°55'02" W FOR A DISTANCE OF 10.00' TO A POINT; THENCE PROCEED S 00°10'39" E FOR A DISTANCE OF 20.02' TO A POINT; THENCE PROCEED N 89°48'57" E FOR A DISTANCE OF 770.20' TO A POINT; THENCE PROCEED S 00°10'24" E FOR A DISTANCE OF 150.54' TO THE POINT OF BEGINNING. SAID PARCEL HAVING AN AREA OF 18,814 SQUARE FEET OR 0.43 ACRES, APPROXIMATELY.

This easement is subject to the following conditions:

- 1.) 6” water line to be installed
- 2.) Depth to be 5’ with the understanding that the line must be able to withstand traffic from an 85,000-pound load.
- 3.) The installation is not going to involve clearing or cutting trees.
- 4.) Walnut Acquisition Corporation and/or its successors and assigns may tap into the line with no tap fees. The city will spread this in their minutes.
- 5.) The city will provide an appraisal of the easement area so that Walnut may donate the easement to the city and the city accepts the same; and
- 6.) The city prepares necessary documentation including the easement, the resolution donating the same for the appraisal amount, and the resolution allowing Walnut Acquisition (and its successors and assigns) to tap into the water line without paying a tap fee.

This easement shall be considered a covenant running with the land and shall inure to the benefit of the Grantee and their successors in interest.

TO HAVE AND TO HOLD the above warranted premises, together with all and singular, the hereditaments and appurtenance thereunder belonging or in any wise appertaining to said Grantee, their heirs and assigns forever.

THIS CONVEYANCE is made subject to all recorded restrictive covenants, rights-of-way, easements and prior reservations of any oil, gas and mineral rights.

WITNESS our signature, this the ____ day of _____, 2023.

WALNUT ACQUISITION CORPORATION

BY: _____ and BY: _____
PHILIP K. SMITH, LARRY WHITEHEAD,
Incorporator Director, President

and BY: _____ and BY: _____
MICHAEL WHITEHEAD, RANDY WHITEHEAD,
Director, Vice President Secretary

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Philip K. Smith, who acknowledged that he is the Incorporator, and that in said representative capacity, he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Larry Whitehead, who acknowledged that he is the Director/President, and that in said representative capacity, he signed, executed and

delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Micheal Whitehead, who acknowledged that he is the Director/Vice President, and that in said representative capacity, he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Randy Whitehead, who acknowledged that he is the Secretary, and that in said representative capacity, he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

CUT AND PASTE SURVEY HERE**

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 19, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
