Tuesday
July 1, 2014
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 July 1, 2014 at 6:30 P.M. in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members Mary Martin, Johnny Jones, Hurley Ray Guillotte, Casey Vaughan, Rusty Anderson, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Josh Danos and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 1, 2014 @ 6:30 PM

I. Call to Order

1 Prayer

2 Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1 Office closed Friday, July 4, 2014 in observance of Independence Day

IV. Presentation Agenda

1 May 2014 Finance Report Teresa Montgomery, Comptroller

V. Public Agenda

1 Agenda Comments

VI. Business Agenda

1 Consideration of Resolution 54; a resolution responding to the Environmental Protection Agency's proposed new rule to define "Waters of the U.S." and place local drainage ways under the permitting and regulatory authority of the U.S. Army Corp of Engineers.

2 Order approving Professional Probation Services, Inc. as the provider for municipal court probation services, and directing the City Manager to proceed with negotiating terms.

3 Order approving an agreement with DRC Emergency Services, LLC for disaster-related debris removal services in the event of a declared disaster.

4 Order approving an agreement with Thompson Consulting Services for debris removal monitoring services in the event of a declared disaster.

5 Order approving a professional services agreement with Brown, Mitchell & Alexander, Inc. for the I-10/Highway 57 Area Planning Study.

6 Order to advertise seeking a qualified professional services provider required by the Environmental Protection Agency's 2014 Brownfields Assessment Grant.

7 Order approving Peoples Bank as a depository for FY 2014 – FY 2015 pursuant to state laws.

8 Order approving nunc pro tunc the FY 2013 Municipal Audit Report for June 30, 2014 submittal.

9 Order approving Docket of Claims.

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

1 Ratification of a request to Jackson County Board of Supervisors for the transfer of three (3) Harley Davidson motorcycles from the Jackson County Sheriff Department surplus inventory to the Gautier Police Department.

2 Ratification of a request to the Jackson County Board of Supervisors for the donation of a portable restroom facility for parks and recreation.

3 Order approving Minutes from June 17th Work Session and June 17th Recessed Council Meeting.

4 Set public hearing date for abatement of substandard property conditions, 8105 Exchange Street, Bobby Joe Odom, owner (deceased).

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
July 1, 2014

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 July 15, 2014 @ 6:30 PM
www.gautier-ms.gov

Motion made by **Councilwoman Martin** to approve the agenda order. Motion seconded by **Councilman Anderson** and unanimously carried.

Announcements

1 Office closed Friday, July 4, 2014 in observance of Independence Day.

Presentation Agenda

1 May 2014 Finance Report Teresa Montgomery, Comptroller.

May 2014 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$1,658,595.46
MS Development Loan Katrina	Depository Account	007-000-001	$1,925.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	($344.20)
Transportation Enhancement	Depository Account	013-000-001	$28,144.50
CIAP-Town Center	Depository Account	014-000-001	$1,250.00
Allen Road Widening	Depository Account	020-000-001	$22,369.00
MOHS DUI Enforcement Grant	Depository Account	025-000-001	($13,927.81)
MDOT Safe Routes to School	Depository Account	029-000-001	$15,000.00
Hazard Mitigation 1794-23-01	Depository Account	100-000-001	
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	($5,712.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$188,099.85
Fire Protection Fund	Depository Account	160-000-001	$154,941.71
FF Grant EMW-2012-FO-02393	Depository Account	161-000-001	($0.98)
DMR-BP Oil Spill Grant	Depository Account	165-000-001	($248.84)
MDOT-Youth Corp Program	Depository Account	166-000-001	
Tidelands Grant	Depository Account	171-000-001	($6,500.00)
Library Support Fund	Depository Account	172-000-001	$3,883.60
Shepard State Park Fund	Depository Account	176-000-001	$34,273.65
Solid Waste Fund	Depository Account	404-000-001	$182,245.50
Solid Waste Grant	Depository Account	405-000-001	($1,000.00)
	General Ledger Cash Balance		$2,501,252.63
	General Depository Reconciled Cash Balance		**$2,500,849.49**

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	$222,057.76
	Enterprise Account-Hancock	400-000-002	$2,179,963.06
CIAP: Old Shell	Enterprise Account-Hancock	414-000-002	($44,341.03)
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$2,860,576.54
Utility Bond Refunding	Enterprise Account-Hancock	430-000-002	$13,216.66
	General Ledger Cash Balance		$5,231,472.99
	Enterprise Reconciled Cash Balance		**$5,228,615.55**

MAY 2014
YEAR TO DATE TOTALS

General Fund Totals

		FY 2014 Budget	May 2014	Balance	66.66% % to date
	General Fund Revenues	**8,985,891.00**	**6,551,128.55**	**2,434,762.45**	***72.9%***
	Expenditures:				
001	Legislative	**107,324.00**	**72,327.77**	**34,996.23**	***67.3%***
010	City Court	**299,473.00**	**230,723.85**	**68,749.15**	***77.0%***
021	City Manager	**172,516.00**	**116,848.82**	**55,667.18**	***67.7%***
022	Human Resources	**145,685.00**	**90,529.03**	**55,155.97**	***62.1%***
040	City Clerk	**271,588.00**	**172,791.08**	**98,796.92**	***63.6%***
045	Finance	**179,971.00**	**117,423.81**	**62,547.19**	***65.2%***
060	City Attorney	**95,000.00**	**71,250.03**	**23,749.97**	***75.0%***
090	Economic Dev - Planning	**775,982.00**	**512,270.19**	**263,711.81**	***66.0%***
092	Building & General Expenses	**407,116.00**	**277,809.08**	**129,306.92**	***68.2%***
100	Police	**3,388,791.00**	**2,272,173.11**	**1,116,617.89**	***67.0%***
161	Fire	**2,020,247.00**	**1,144,527.60**	**875,719.40**	***56.6%***
170	Recreation	**87,100.00**	**75,485.52**	**11,614.48**	***86.6%***
201	PW: Streets	**207,000.00**	**84,570.02**	**122,429.98**	***40.8%***
205	PW: Maintenance	**215,801.00**	**135,229.75**	**80,571.25**	***62.6%***
680	Debt Service	**0.00**	**0.00**	**0.00**	
900	Interfund Transfers	**798,146.00**	**385,548.46**	**412,597.54**	***48.3%***
	General Fund Expenditures	**9,171,740.00**	**5,759,508.12**	**3,412,231.88**	***62.7%***
	Total Operating Expenditures	**7,906,049.00**	**4,910,965.99**	**2,995,083.01**	
	Total Capital Outlay Expenditur	**258,583.00**	**254,033.81**	**4,549.19**	
	Total Debt Service	**208,962.00**	**208,959.86**	**2.14**	
	Total Transfers Out	**798,146.00**	**385,548.46**	**412,597.54**	
	Check Total	**9,171,740.00**	**5,759,508.12**	**3,412,231.88**	
	Personnel	**6,263,449.00**	**3,897,794.00**	**2,365,655.00**	***62.2%***
	Supplies	**457,331.00**	**259,629.30**	**197,701.70**	***56.8%***
	Other Services	**1,185,269.00**	**753,542.69**	**431,726.31**	***63.6%***
	Capital Outlay	**258,583.00**	**254,033.81**	**4,549.19**	***98.2%***
	Debt Service	**208,962.00**	**208,959.86**	**2.14**	***100.0%***
	Interfund Transfers	**798,146.00**	**385,548.46**	**412,597.54**	***48.3%***
	Check Total	**9,171,740.00**	**5,759,508.12**	**3,412,231.88**	***62.7%***

MAY 2014
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2014	As of May 2014	Balance	*66.66%* *% to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	**280,977.00**	**254,928.75**	**26,048.25**	*90.7%*
Expenditures	**282,027.00**	**255,463.75**	**26,563.25**	*90.5%*
012 CDBG Downtown Revitalization				
Revenues	**454,896.08**	**293,544.30**	**161,351.78**	*64.5%*
Expenditures	**454,551.88**	**293,544.30**	**161,007.58**	*64.5%*
013 TE-Downtown Revitalization				
Revenues	**420,000.00**	**0.00**	**420,000.00**	
Expenditures	**465,000.00**	**16,855.50**	**448,144.50**	*3.6%*
014 CIAP-Town Center				
Revenues	**804,143.75**	**799,561.71**	**4,582.04**	*99.4%*
Expenditures	**790,466.75**	**784,684.71**	**5,782.04**	*99.2%*
020 Allen Road Widening				
Revenues	**995,980.00**	**61,000.00**	**934,980.00**	
Expenditures	**957,349.00**	**0.00**	**957,349.00**	
025 MOHS DUI Enforcement Grant				
Revenues	**46,088.00**	**15,459.94**	**30,628.06**	*33.5%*
Expenditures	**46,088.00**	**29,387.55**	**16,700.45**	*63.7%*
029 MDOT Safe Routes to School				
Revenues	**125,000.00**	**15,000.00**	**110,000.00**	*12.0%*
Expenditures	**125,000.00**	**0.00**	**125,000.00**	
100 Hazard Mitigation Grant 1794-23-01				
Revenues	**16,800.00**	**16,800.00**	**0.00**	*100.0%*
Expenditures	**0.00**	**0.00**	**0.00**	
103 US DOJ Ballistic Vest Grant				
Revenues	**24,552.00**	**7,728.00**	**16,824.00**	*31.40%*
Expenditures	**24,552.00**	**13,440.00**	**11,112.00**	*54.70%*
128 Martin Bluff Road Project				
Revenues	**0.00**	**0.00**	**0.00**	
Expenditures	**50,000.00**	**1,568.29**	**48,431.71**	*3.1%*
157 US Justice Equitable Sharing				
Revenues	**0.00**	**0.00**	**0.00**	
Expenditures	**12,276.00**	**18,709.65**	**-6,433.65**	
160 Fire Protection Fund				
Revenues	**98,641.00**	**0.00**	**98,641.00**	
Expenditures	**118,742.00**	**5,849.26**	**112,892.74**	*4.9%*

161 FF Grant: EMW-2012-FO-02393				
Revenues	29,379.00	29,379.00	0.00	*100.0%*
Expenditures	29,379.50	29,380.48	-0.98	*100.0%*
166 MDOT Youth Corp Program				
Revenues	31,508.01	33,273.39	-1,765.38	*105.6%*
Expenditures	35,000.00	1,014.46	33,985.54	*2.8%*
171 Combined Tidelands Grant				
Revenues	404,736.76	2,625.00	402,111.76	*0.6%*
Expenditures	642,111.76	246,500.00	395,611.76	*38.3%*
172 Library Support Fund				
Revenues	111,698.00	97,758.47	13,939.53	*87.5%*
Expenditures	111,698.00	101,802.20	9,895.80	*91.1%*
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00	0.00	99,840.00	
Expenditures	99,840.00	0.00	99,840.00	
176 Shepard State Park				
Revenues	105,541.00	81,554.00	23,987.00	*77.2%*
Expenditures	100,541.00	61,685.58	38,855.42	*61.3%*
404 Solid Waste Fund				
Revenues	1,205,000.00	839,562.02	365,437.98	*69.6%*
Expenditures	1,205,500.00	660,832.37	544,667.63	*54.8%*
405 Solid Waste Grant				
Revenues		5,855.00	-5,855.00	
Expenditures		6,855.00	-6,855.00	

General Depository Special Fund

130 $7M GO Bond - Capital Improvements

	FY 2014 Budget	May 2014	Balance	66.66%
Revenue	488,969.00	107,122.00	381,847.00	21.9%
Capital Improvements	2,040,022.79	169,092.64	1,870,930.15	8.2%
Debt Service	488,969.00	107,934.38	381,034.62	22.0%
	2,528,991.79	277,027.02	2,251,964.77	10.9%

MAY 2014
YEAR TO DATE TOTALS

Water & Sewer Utility Fund Totals	FY 2014 Budget	May 2014	Balance	66.66% % to date
Utility Fund Revenues	6,836,647.00	5,259,429.45	1,577,217.55	76.9%
Administration	1,937,700.00	1,322,042.30	615,657.70	68.2%
Water & Sewer O & M	2,343,727.00	1,268,488.47	1,075,238.53	54.1%
Debt Service	2,348,397.00	1,487,782.49	860,614.51	63.3%
Transfers	545,007.00	0.00	545,007.00	
Utility Fund Expenditures	7,174,831.00	4,078,313.26	3,096,517.74	56.8%
Total Operating Expenditures	*4,121,427.00*	*2,590,530.77*	*1,530,896.23*	
Total Capital Outlay Expenditures	*160,000.00*	*0.00*	*160,000.00*	
Total Debt Service	*2,348,397.00*	*1,487,782.49*	*860,614.51*	
Total Interfund Transfers	*545,007.00*	*0.00*	*545,007.00*	
Check Total	*7,174,831.00*	*4,078,313.26*	*3,096,517.74*	
Personnel	*103,727.00*	*73,183.53*	*30,543.47*	*70.6%*
Supplies	*360,000.00*	*82,712.18*	*277,287.82*	*23.0%*
Other Services	*3,657,700.00*	*2,434,635.06*	*1,223,064.94*	*66.6%*
Capital Outlay	*160,000.00*	*0.00*	*160,000.00*	
Debt Service	*2,348,397.00*	*1,487,782.49*	*860,614.51*	*63.4%*
Interfund Transfers	*545,007.00*	*0.00*	*545,007.00*	
Check Total	*7,174,831.00*	*4,078,313.26*	*3,096,517.74*	*56.8%*

Enterprise Special Funds

414 CIAP Funds: Old Shell Landing	FY 2014 Budget	May 2014	Balance	66.66%
Grant Proceeds	474,615.12	377,620.32	96,994.80	79.5%
Construction Phase Services	474,615.12	421,961.35	52,653.77	88.9%

421 MSB - Water Ionization Project	FY 2014 Budget	May 2014	Balance	
Loan Proceeds				
Expenditures	2,864,351.86	3,775.32	2,860,576.54	0.1%

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

RESOLUTION NUMBER 020-2014

RESOLUTION TO ENSURE THAT MUNICIPAL CONCERNS ARE ADDRESSED IN CLEAN WATER ACT REGULATIONS, INCLUDING THE DEFINITION OF "WATERS OF THE U.S."

WHEREAS, the Clean Water Act and implementing regulations of the past four decades recognize the partnership between federal, state, and local governments to achieve the objectives of the Act; and

WHEREAS, local governments have assumed an ever-increasing share of the cost of achieving those objectives both as a regulator and permittee to maintain and improve water quality; and

WHEREAS, the U.S. Environmental Protection Agency and U.S. Army Corps of Engineers have proposed a rule to define "Waters of the U.S." that could significantly increase the cost and regulatory requirements for local governments and ultimately the costs for local residents and businesses; and

WHEREAS, the proposed rule and budget history for EPA and the Corps do not provide additional federal revenue nor anticipate assistance in the future to help meet the cost of this rule; and

WHEREAS, The United States Conference of Mayors has adopted and maintains policy that opposes legislation to expand Federal jurisdiction under the Clean Water Act unless the associated costs are born solely and entirely by the Federal government and its agencies and not levied as an unfunded mandate on the public and private sectors; and

WHEREAS, much of the anticipated cost of this rule would be financed from municipal resources, and thus divert resources from other essential public services,

NOW, THEREFORE, BE IT RESOLVED, that EPA and the Corps of Engineers suspend consideration of the Waters of the U.S. rule until local governments and other stakeholders are engaged in drafting a rule that addresses to the satisfaction of local governments and other stakeholders the full economic impact for all sections of the Clean Water Act beyond Section 404 (e.g. Sections 301, 311, 401, 402); incorporates the conclusions of the Science Advisory Board, and addresses the concerns of other federal agencies with water management and regulatory responsibilities affected by such a rule; and

BE IT FURTHER RESOLVED, that the rule include the following provisions that are priority concerns for local governments:

1. Separate municipal storm sewers will continue to be regulated and permitted under Section 402 of the Clean Water Act, and shall not be considered, either in their entirely or any individual feature thereof, Waters of the U.S.; and

2. Green infrastructure developed to improve water quality or achieve multiple public benefits shall be encouraged and given priority consideration that does not impose additional financial and regulatory burdens of permittee's and shall not be considered Waters of the United States; and

3. Water delivery, reuse, and reclamation systems and facilities shall not be considered waters of the U.S.; andDitches, streams and other drainage features that protect and ensure the operation of public infrastructure shall not be considered waters of the U.S.; and

4. Wastewater treatment systems and all associated infrastructure shall not be considered waters of the U.S.; and

5. Any proposal to regulate waters within a floodplain, riparian, or any other general area must include a specific definition, including the specific boundaries, of the floodplain, riparian, or other area subject to the rule; and

6. The rule must include sufficient clarity and specificity to better inform regulators and permittees and to minimize the potential for litigation; and

BE IT FURTHER RESOLVED, that failure to address any one or all of these concerns shall be considered an unfunded mandate and the costs of such mandate shall be fully and entirely born by the Federal government.

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER

MEMORANDUM

To: Honorable Gautier Mayor and Council

From: Samantha D. Abell, City Manager

Date: June 25, 2014

Subject: Consideration of Resolution 54; A Resolution To Ensure Municipal Concerns Are Addressed in Clean Water Act Regulations, Including The Definition of "Waters of the U.S."

REQUEST:

Resolution 54 is a response from municipalities nationwide who are committed to local economic development and sustainability, and who are therefore opposed to the over-reaching proposed new rule of the Environmental Protection Agency placing local drainage ways, wastewater treatment systems and associated infrastructure, and all waters within floodplain, riparian or any other general drainage way under the definition of "Waters of the U.S." and within the regulatory authority of the U.S. Army Corp of Engineers.

The resolution urges the EPA and Corp of Engineers to suspend consideration of the EPA's proposed rule until meaningful consultation with local governments has occurred and local concerns are addressed. The resolution asks for the full consultation and satisfaction of local government and affected stakeholders before finalizing the proposed rule.

DISCUSSION:

On April 21, 2014, the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (Corps) jointly released a new proposed rule—Definition of Waters of the U.S. Under the Clean Water Act, the EPA has amended the definition of "Waters of the U.S." to expand the range of waters that fall under federal jurisdiction.

The United States Conference of Mayors has adopted and maintains policy that opposes legislation to expand Federal jurisdiction under the Clean Water Act unless the associated costs are born solely and entirely by the Federal government and its agencies and not levied as an unfunded mandate on the public and private sectors.

Resolution 54 is being promulgated by municipalities who, like the City of Gautier, are members of the International Convention of Shopping Centers (ICSC). Founded in 1957, ICSC is the premier trade association of the shopping center industry. Its more than 63,000 members include shopping center owners, developers, managers, marketing specialists, investors, retailers and brokers, as well as academics and public officials. ICSC municipalities are concerned that the definitional changes contained in the proposed rule would significantly expand federal control of land and water resources on commercial properties traditionally handled at the state and local level.

If the rule is enacted in its current form, communities undergoing new construction or renovation of commercial properties can expect major project permitting delays, costly resource outlays for new permit applications, and an unprecedented level of regulatory uncertainty and inconsistency in the administration of Corps permitting programs. Municipalities believe the rule should clarify the regulatory requirements, particularly for activities already regulated, as well as minimize the potential for third-party litigation and other unintended consequences.

The Clean Water Act (CWA) was enacted in 1972 to restore and maintain the chemical, physical and biological integrity of our nation's waters and is used to oversee federal water quality programs for areas that have a "water of the U.S." Since then, a number of court cases have further defined navigable "waters of the U.S." to include waters that are not traditionally navigable.

The range of waters that are considered "Waters of the U.S." increase, states are required to expand their current water quality designations to protect those waters. This new rule increases reporting and attainment standards at the state level. Counties, in the role of regulator, have their own watershed/storm water management plans that would have to be modified based on the federal and state changes. Changes at the state level would impact comprehensive land use plans, floodplain regulations, building and/or special codes, watershed and storm water plans.

RECOMMENDATION:

City Manager recommends approval of Resolution 54 to call upon the EPA and Army Corp of Engineers to suspend consideration of EPA's proposed rule until meaningful consultation with local governments has occurred and local concerns are addressed. The resolution asks for the full consultation and satisfaction of local government and affected stakeholders before finalizing the proposed rule.

ATTACHMENTS:

Resolution 54

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

ORDER NUMBER 147-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Professional Probation Services, Inc. is hereby approved as the municipal court probation services provider.

IT IS FURTHER ORDERED that the City Manager is authorized to proceed with negotiating terms.

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: Hurley Ray Guillotte

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Russell

Date: June 26, 2014

Subject: Approval of Professional Probation Services Inc. for Municipal Court Probation Services

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REQUEST:

The City Clerk Department requests City Council approval of the probation services for municipal court submitted by Professional Probation Services Inc.

BACKGROUND:

On June 17, 2014, Mayor and Council held a work session to discuss Probation Services for the Gautier Municipal Court to provide professional court services and sentencing alternatives to the court, community, and offender in an ethical and effective manner while promoting public safety, encouraging success, and improving lives at no cost to the taxpayer.

DISCUSSION:

During the work session Mayor and Council decided to direct Judge Thornton to forward delinquent cases to Professional Probation Services Inc., ninety (90) days after their court appearance has been met and no fees collected. The City Council authorized the City Manager proceed with negotiating terms. A contract will be presented to council in August for final approval.

RECOMMENDATION:

Based on the council work session on 6/17/14 it is Staff's recommendation that City Council approve Professional Probationary Services Inc. as the city's probationary services provider.

The City Council may:

1) Approve Professional Probation Services Inc. as the city's probationary service provider or
2) Disapprove Professional Probation Services Inc. as the city's probationary service provider

CONTENTS

SECTION ONE: General Information

A. Letter of Interest

Mission Statement

"To provide professional court services and sentencing alternatives to the Court, community, and offender in an ethical and effective manner while promoting public safety, encouraging success, and improving lives- at no cost to the taxpayer.

Letter of Interest:

Dear City of Gautier:

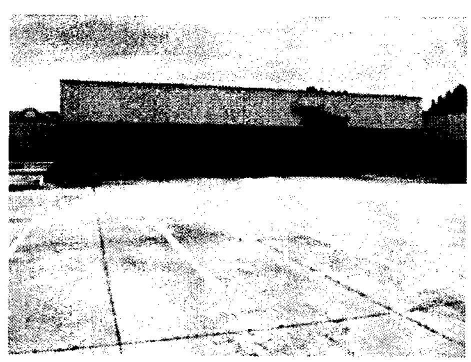
Please accept this as our sincerest thanks for the opportunity to submit our proposal for probation services and other sentencing alternatives. We look forward to the high honor of serving the court, and offenders of your community.

For 21 years, PPS has been providing reliable, ***ethical*** and professional probation services as well as other sentencing alternatives to courts across the country assuming caseloads from government systems and private companies. Since day one of our founding, PPS has required of our staff, standards in education, training, and performance far exceeding those required by law. Excellence, professionalism and ethical treatment of offenders is not something we are compelled to do by regulation, but rather the foundations that make PPS a company that is built to last. We believe our purposeful pursuit of excellence serves as a foundation for personal growth and in turn, business success. In life and in business, (especially in our business of caseload management) it is easy to settle for mediocrity, taking shortcuts that would cause PPS to slowly fade away. In response, we want to ***develop*** employees, form a team, and establish a company that will stand the test of time; So far, so good.

We have negotiated a lease with the following location to serve the City of Gautier:

PPS Gautier

3111 Highway 90,
Gautier, MS 39553



PPS guarantees the contents of this RFP response to be valid for one year following its due date as well as during the life of the contract. We look forward to the high honor of serving the people of the City of Gautier. Thank you for your consideration of our proposal.

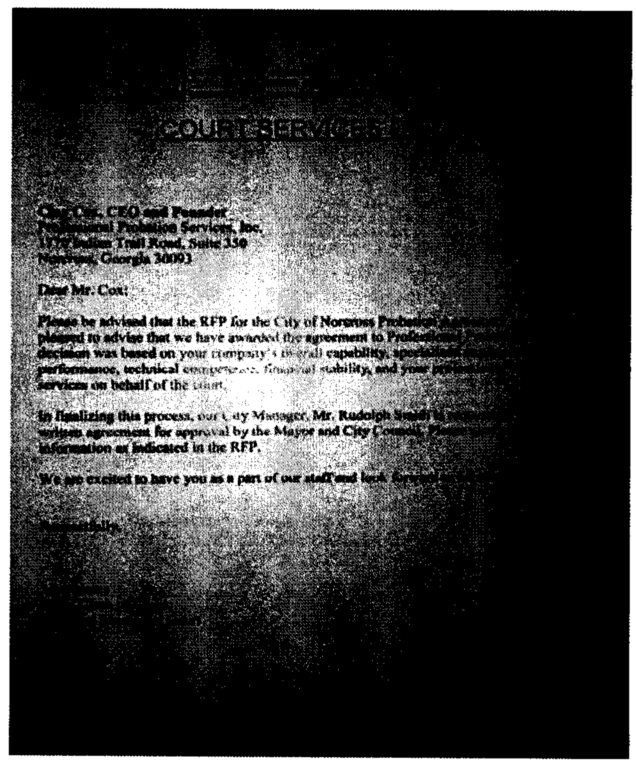
Gratefully and respectfully,

Clay Cox,
Founder and CEO

B. Business Credentials

Synopsis of Qualifications and History

PPS is a Georgia corporation; a wholly-owned subsidiary of Universal Health Services, Inc., and has been providing professional service to America's courts, communities and offenders since our beginnings in 1992. In July of that year, two State of Georgia probation officers, (and husband and wife team), founded PPS. Recognizing that the government approach to probation supervision was in many ways flawed, mainly due to a lack of resources, Clay and Alisa Cox created a business and supervision model expressly designed to promote offender success while on probation and beyond. The first court to agree with our new approach- and to take a chance on PPS was Norcross Municipal Court, for which we began providing services on ***September 1, 1992***.


COURT SERVICES

Dear Mr. Cox:

Please be advised that the RFP for the City of Norcross Probation ... pleased to advise that we have awarded the agreement to Professional ... decision was based on your company's overall capability, ... performance, technical competence, financial stability, and your ... services on behalf of the court.

In finalizing this process, our City Manager, Mr. Rudolph ... written agreement for approval by the Mayor and City Council. ... information as indicated in the RFP.

We are excited to have you as a part of our staff and look ...

Incidentally, after 19 years of service to Norcross, they issued an RFP for probation services. The results of that RFP were that PPS defeated Sentinel Offender Services, Judicial Corrections Services, Georgia Probation Management, and Southeast Corrections.

Norcross re-affirmed that the PPS approach to probation services is unmatched in the industry- public or private. The typical government probation scenario, for example requires probationers to report Monday – Friday at an assigned time and during business hours. The result is that many probationers are faced with the choice of missing work (cutting into their ability to pay fines promptly) or reporting. Unfortunately, many violate probation and go to jail. PPS offices have therefore been open on weekends and evenings from our earliest days.

Perhaps most unique to our approach is the recognition that each person on probation is just that- a person. Each probationer, we believe, is important and capable of contributing to society if given the opportunity and the proper tools to succeed. We view a sentence of probation as not only a privilege but also understand that for many of our probationers, it is potentially their first opportunity to succeed in life. This is precisely why PPS offers off hours reporting, and life improvement workshops such as the Resume/Job Placement Workshop, and will limit our standard probation caseloads to a more than manageable number of 200 misdemeanors per officer. It is also why ***we insist on supervising indigents at no cost***. And for those offenders who are paying a fee, they can count on ethical accounting from us. PPS will never collect a probation fee in advance, nor will we collect a fee for a month that we do not supervise a case. Our philosophy is "know right from wrong, and do right."

By 1993, our standard operating procedure quickly developed into the most imitated in the industry, and for good reason. PPS policies, coupled with the best possible staff, ensure public safety, compliance of probated conditions, while improving the lives of those under our supervision.

In August of 1997 PPS was acquired by Universal Health Services, Inc., and gained the resources to move from a small regional company to a national organization. That same year, PPS established its internal Electronic Monitoring Division. In 1998, PPS expanded into Alabama, being granted the exclusive opportunity to serve the state's District Courts by the Alabama Supreme Court. In 2004 we opened our first Florida probation office providing services to Hernando County District Court and later additional Florida Counties including Sumter and ***Palm Beach County***.

At PPS, we understand the ongoing concern with privatization of court services. That is why our standards are second to none. We require a bachelor's degree and 40 hours of training each year for our probation officers and our Department of Standards and Training works with each of our local field offices to ensure the appropriate enforcement of every condition of probation. The County needs accurate accounting of its probation related monies and accurate reporting of results, and no one in the business matches our capabilities and track record for doing so.

Gautier deserves peace of mind, so we are fully bonded and insured, and our contracts may each be terminated at anytime without cause. We have a record of quality and managed growth throughout the nation, which has allowed us to **operate six-day, full time and full service probation offices with case transfer capabilities to more than fifty locations** nationwide. PPS has successfully assumed caseloads of fewer than 100 to more than 15,000 from numerous private competitors as well as government systems.

PPS is dedicated not only to offender conducted community service hours, but community service in general. We positively influence the community in many ways; ensuring public safety, increasing fine revenues to the Court, creating local jobs, prioritizing community service, and improving the individual lives of the probationers.

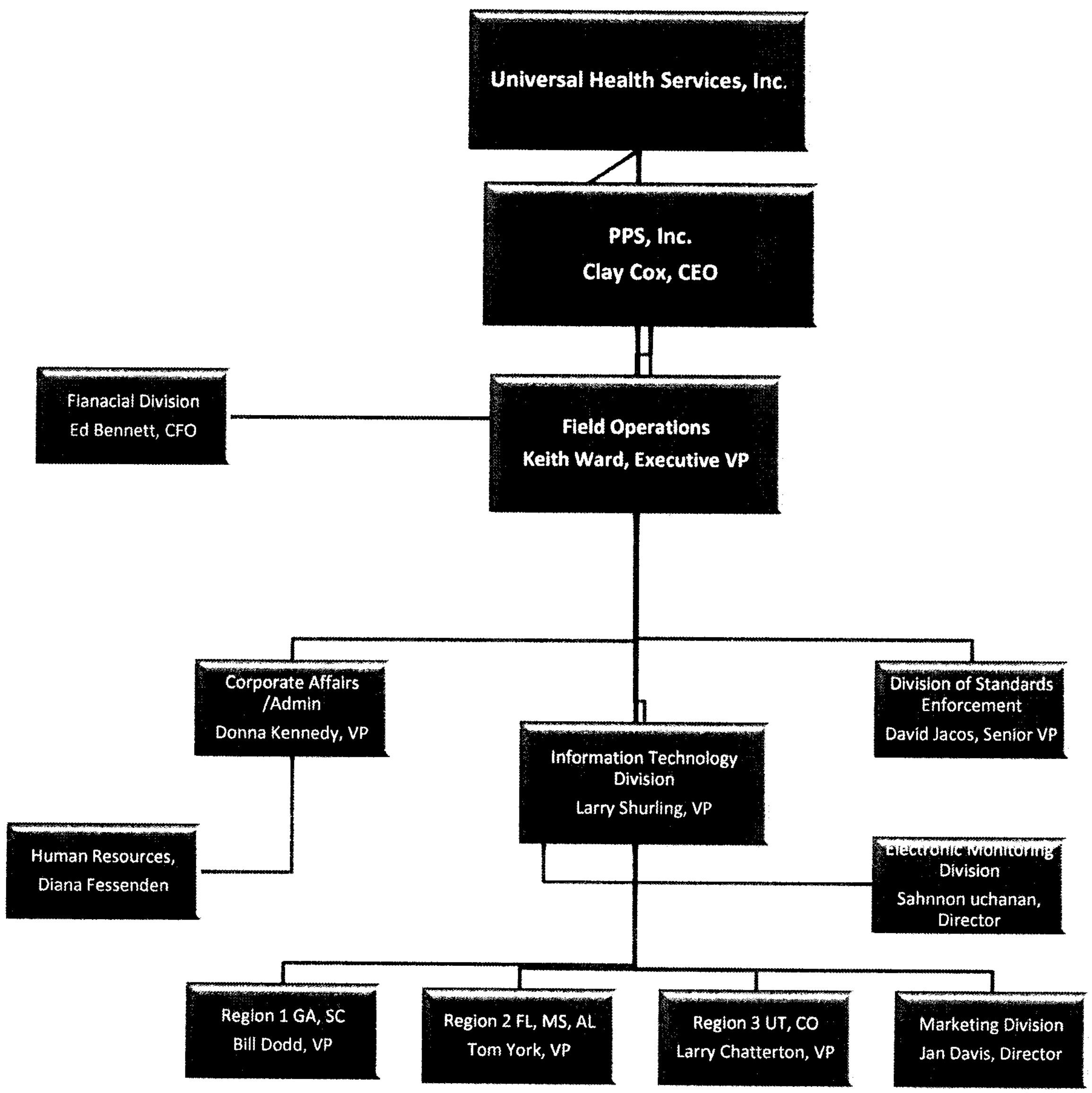
Synopsis of Financial Status

Perhaps our most important strength is financial. UHS brings a financial capability to our probation model that is unmatched in the industry. Universal Health Services, Inc. (UHS) is one of the nation's largest and most respected healthcare management companies, operating through its subsidiaries, behavioral health facilities, acute care hospitals and ambulatory centers nationwide, in Puerto Rico and the U.S. Virgin Islands. UHS was founded in 1978 by Alan B. Miller, chairman and CEO, and today has more than 65,000 employees. UHS maintains one of the strongest balance sheets and is rated amongst the highest in the hospital services industry by Moody's and Standard & Poor's. This strong capital position has enabled the company to develop and acquire many new facilities over the past few years.

UHS owes its success to a responsive management style and to a service philosophy that is based on integrity, competence and compassion. For the year of 2012, our net income was $443.4 million, or $4.53 per diluted share, during the twelve-month period of 2012 as compared to $398.2 million, or $4.04 per diluted share, during the 2011 full year period. Net revenues increased 3% to $6.96 billion during the twelve-month period of 2012 as compared to $6.76 billion during the comparable 2011 twelve-month period.

C. Management Organization

The PPS corporate management team including I.T., Electronic Monitoring, Standards Enforcement, etc., will play a critical role in the delivery of services to Gautier.



NAME	POSITION / DUTIES	EDUCATION / EXPERIENCE
Mr. Clay Cox	Founder, Chief Executive Officer	B.S. Criminology, Western Carolina University Private Probation- 21 Years State probation Officer- 3 Years Graduate, Georgia POST BPOT Member Georgia House of Representatives 2005-2011 Member Georgia Department of Community Health Board; 2012-Present (appointed by Governor Nathan Deal)
Mr. Keith Ward	Executive Vice President of Operations	B.A. Furman University, Probation- 20 Years Past Pres., Private Probation Assoc. of Georgia POST Certified Instructor
Mr. David Jacobs	Senior Vice President of Standards Enforcement (includes caseload and office auditing)	B.S., Criminology, Auburn University Loss Prevention Executive- 3 Years Private Probation- 16 Years
Mr. Edwin Bennett	Chief Financial Officer	B.B.A., Eastern New Mexico University Accounting Executive- 15 Years Private Probation- 14 Years
Tom York, Esq.	Regional Vice President (FL, AL, MS)	B.S. Criminology Auburn University J.D. University of Alabama Private Probation 18 Years
Dr. Larry Shurling	Vice President, Information Technology	PhD.., Business Information Systems, University of Georgia Private Probation- 15 Years
Ms. Donna Kennedy	Vice President, Corporate Affairs	Private Probation- 19 Years
Ms. Dianna Fessenden	Director, Human Resources	B.S. Criminal Justice, Georgia Southern Univ. Private Probation – 5 Years
Ms. Shannon Buchannan	Director, Electronic Monitoring Division	B.S. Criminal Justice Georgia Gwinnett College Private Probation 18 years.

D. Selected References

Court	Effective Date	Contact Name	Contact Number
PPS - Alabama	-	-	-
Town of Autaugaville	6/1/2005	Judge George P. Walthall	(334) 365-1500
Bibb County District Court	5/1/2006	Judge William D. Owings	(205) 926-3106
City of Auburn	9/1/2001	Judge Joe S. Bailey	(334) 501-3180

City of Decatur	5/2/2004	Judge Billy E. Cook, Jr.	(256) 341-4676
City of Florence	7/1/2006	Clerk Robert M. Leyde	(256) 760-6679
City of Gardendale	12/31/2007	Clerk Barbara Cobb	(205) 631-7155
City of Leighton	10/1/2007	Destin Berryman	(256) 446-8477
City of Muscle Shoals	3/18/2003	Clerk Richard L. Williams	(256) 386-9210
City of Opelika	5/19/1998	Judge Kenneth Wilkes	(334) 705-5190
City of Argo	11/1/2010	Judge Carl E. Chamblee, Jr.	(205) 655-3379
City of Notasulga	2/1/2000	Judge Ben Hand	(334) 257-3444
City of Phenix City	12/17/2002	Judge F. Patrick Loftin	(334) 448-2780

PPS - Florida

Hernando County	8/16/2005	Judge Donald Scaglione	(352) 754-4484
Sumter County	1/1/2011	Chairman Don Burgess	(352) 793-0211
West Palm Beach County	9/4/2012	Mr. Mike Rodriquez	(561) 355-4943

PPS - Georgia

Dekalb County Pre-Trial	5/20/2011	Mrs. Kaleema Thomas	(404) 371-6318
City of Albany	12/15/2000	Judge Willie C. Weaver	(229) 431-2865
City of Auburn	6/1/2006	Judge John G. Cicala, Jr.	(770) 963-4002
City of Avondale	1/1/1994	Clerk Hazel Baker	(404) 294-0531
City of Cartersville	11/27/1995	Judge Herbert Crane	(770) 607-6307
City of Chamblee	1/1/1994	Clerk Allyson Shropshire	(770) 986-5004
City of Clarkston	4/1/2013	Judge Stephen Nicolas	(404) 292-9465
City of College Park	12/17/1997	Judge George L. Barron, Jr.	(404) 761-3131
City of Decatur	6/30/1994	Clerk Faye Brantley	(678) 553-6652
City of Doraville	1/1/1993	Clerk Rhonda Blackmon	(770) 455-1001
City of East Point	9/1/2008	Judge Rashida Oliver	(404) 559-6250
City of Emerson	1/22/1996	Judge James Eugene Green	(770) 386-6696
City of Euharlee	5/13/1997	Judge James Eugene Green	(770) 386-1542
City of Fayetteville	2/28/2002	Judge E.T. Michael Martin	(770) 719-4277
City of Forest Park	3/1/2004	Judge E.T. Michael Martin	(404) 366-4720
City of Fairburn	12/1/1995	Judge Rowland Barnes	(770) 683-4611
City of Garden City	4/1/2013	Chief Clerk Ginger S. Robertson	(912) 966-7777
Gwinnett County Superior Court	7/1/2000	Judge Melodie Conner	(770) 822-8619
City of Hapeville	2/21/1994	Clerk Jennie Coley	(404) 669-2149
City of Kennesaw	8/16/1994	Clerk Linda Johnson	(770) 429-4531
City of Lake City	7/12/1993	Clerk Alva O. Inman	(404) 366-8080
City of Lawrenceville	12/7/1999	Judge Dennis T. Still	(770) 963-3288
City of Lithonia	4/5/1994	Judge Allen Townsend	(770) 482-5971
City of Morrow	3/1/1993	Judge Ronald Freeman	(770) 960-3012
City of Norcross	9/9/1996	Clerk Susan Wuerzner	(770) 448-7086
City of Palmetto	2/21/2012	Judge Antone Allison	(770) 463-3377
City of Peachtree City	1/1/2013	Judge Stephen Ott	770-487-7657
City of Pine Lake	11/5/1999	Judge Phillip Hancock	(404) 292-4250

City of Snellville	1/1/2003	Judge H. Steven Ruth	(770) 985-3550
Sparks Municipal Court	6/18/2007	Clerk of Court	(912) 549-8211
City of Statham	4/18/2007	Judge W. Michael Strickland	(770) 725-5455
City of Stone Mountain	6/8/2005	Clerk Denise Hicks	(770) 498-8984
City of Union City	9/21/1993	Judge Michael Bergin	(770) 306-6847
City of White	10/6/1997	Judge T. Neal Brunt	(770) 382-5466
City of Woodstock	5/3/2004	Judge Diane Busch	(770) 592-6000

PPS - South Carolina

City of Mauldin	6/1/2008	Judge Angela T. Martin	(864) 289-8898

PPS - Utah

City of Clarkston	12/1/2010	Judge Wayne Cooper	(435) 563-9090
First District Court	6/1/2000	Judge Gordon J. Low	(435) 750-1300
City of Hyrum	10/1/2001	Judge Jack Stevens	(435) 245-6481
City of Lewiston	11/1/2003	Judge Kevin Christensen	(435) 734-3390
City of Logan	1/31/2000	Judge David Marx	(435) 258-2141
City of Nibley	1/15/2001	Judge Jack Stevens	(435) 752-0431
City of Providence	7/11/2000	Judge Matthew C. Funk	(435) 752-9441
City of Richmond	7/12/2005	Judge Beth S. Skidmore	(435) 258-2092
City of Midvale	6/1/2008	Judge Ronald C. Wolthuis	(801) 567-7212
City of West Jordan	6/1/2008	Judge Ronald E. Kunz	(801) 256-2290
City of Sandy	1/2/2006	Jay Carey, Court Administrator	(801) 568-7160
City of Smithfield	3/1/2011	Judge Terry Moore	(435) 563-6226
City of Wellsvile	3/1/2011	Judge Terry Moore	(435) 245-3686
Box Elder County Justice Court	5/1/2011	Judge Kevin Christensen	(435) 734-3390
Box Elder County District Court	3/1/2010	Judge Kevin Christensen	(435) 734-3390
First District of Cache Court	1/15/2001	Clerk Christine Jeppesen	(435) 750-1300
City of Trementon	7/1/2010	Judge Kevin Christensen	(435) 257-9509
City of Garland	1/1/2011	Judge Kevin Christensen	(435) 257-8352

PPS - Mississippi

City of Olive Branch	1/1/2009	Clerk Judy Jeans	(662) 895-4046
City of Byhalia	12/1/2010	Judge McGarrah	(662) 838-2135
City of Ruleville	11/20/2010	Judge Stafford Shurden	(662) 756-2835
City of Drew	2/1/2011	Judge Boyd Atkinson	(662) 745-2200
Sunflower County Justice Court	5/1/2011	Judge Gwindolyn Pernell	(662) 569-3388
Yazoo County Justice Court	7/1/2011	Judge Derek E. Parker	(662) 746-9865
City of Yazoo City	1/1/2012	Mayor MacArthur Straughter	(662) 746-3211
City of Holly Springs	10/1/2013	Clerk Belinda McDonald	(662)-252-4280

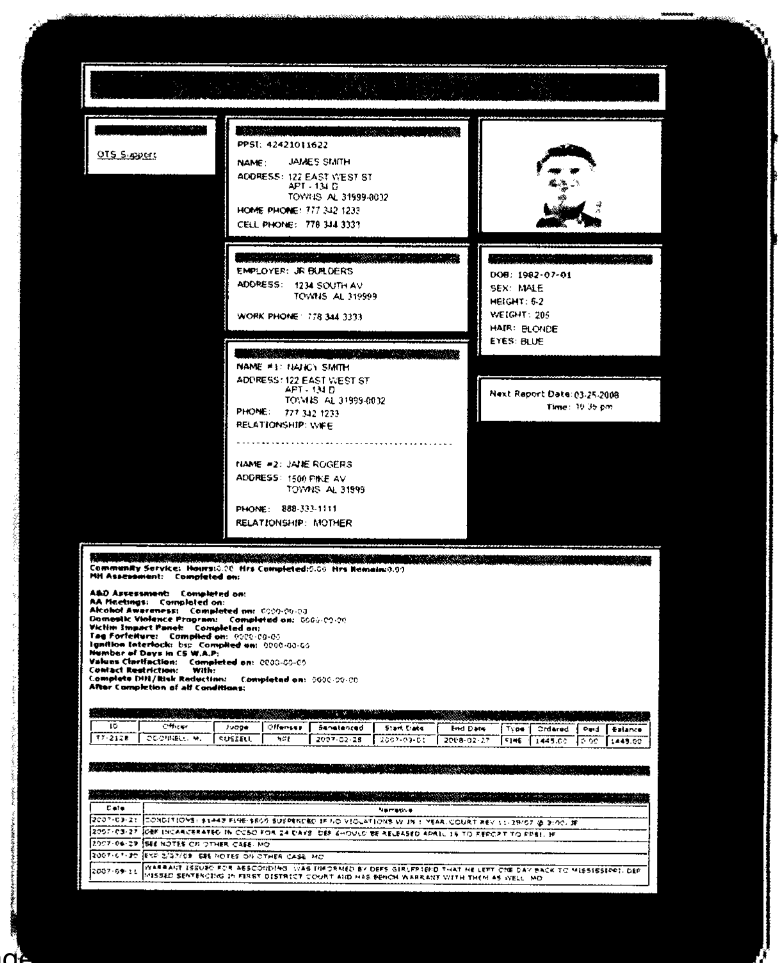
![PPS Professional Probation Services logo]

SECTION TWO: Proposal of Services

A. Specifications from RFP

1. Attend regularly scheduled court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to the company in advance.

During ***all***, court sessions, PPS officers will attend to interview each offender, complete a case history by lap-top computer which includes sentencing and personal information for each offender, and provide orientation and instruction regarding compliance with the court's ordered conditions of probation. Intake of offenders shall be completed at the courthouse immediately following sentencing, and will include downloading of a digital photograph of each probationer into the PPS electronic file. ***Unlike our competitors, we do not charge a fee for taking an offender's picture.*** Upon completion of intake, the defendant will sign the sentence, stating that he/she understands the conditions of the probated sentence, and is given a copy. Finally, the defendant is given an instruction sheet which provides the following: a map to the probation office; probation officers name; time and date of appointment; minimum first payment due towards fines, restitution, etc.; telephone number to reach his or her officer in case of emergency. Files created at intake are in real time entered into the PPSI Offender Tracking System (OTS), and are immediately available to the Court via the internet affecting an instant and "paperless" intake. PPS staff is available to the Court for intake or hearing at the County jail as required by the Court. PPS staff shall complete all appropriate referrals within 15 days of sentencing, and will physically verify each address and employer within 30 days of sentencing.



RIGHT: The PPS Intake Tablet....

2. Conduct an initial interview with each probationer at the time of his or her sentencing for purposes of explaining the scope of the court order relative to fines, fees, and/or restitution imposed as well as requirements and conditions for probation supervision.

PPS's current orientation interview process mirrors the above specifications, and has since our inception as a company. However, in addition to the above requirements, PPS obtains extensive information on collateral contacts, i.e. family members, friends, associates, emergency contact numbers, and pastors/counselors as well as any information that may prove helpful in the service of a probation warrant down the road such as tattoos, scars, etc..

3. Monitor offenders for compliance with terms and conditions of probation as required by the Court, notifying the Court of any non-compliance. The Court will decide when and if revocation of probation is necessary.

It is the job of PPS to monitor and ensure the compliance of the Court's sentence of probation and each condition of probation therein. When a probationer seriously violates his/her sentence or absconds from supervision, PPS staff prepares and presents a warrant packet to the Court for signature. Included are the notarized warrant with digital photo, affidavit of delinquency, warrant information sheet (which includes the probationer's personal history, employment information, friends and relatives, and last known whereabouts), and any evidentiary documentation regarding the alleged probation violations. PPS manages all data forms for the Court and will complete any state required information for each form as it corresponds with our probation warrants. These forms are completed in detail within 24 hours of receipt and immediately hand delivered to the appropriate agency. PPS maintains all warrant cases on active status periodically making attempts to locate the probationers through our community network and file information, as well as our computerized OTS. Additionally, PPS is on line with many local Sheriff's and Police Departments and shall provide its officers daily with the inmate list from detention facilities to insure that those probationers arrested on probation warrants have their revocation hearings scheduled and completed promptly.

Upon the violation of any condition of probation PPS will, within immediately submit to the Court a Delinquent Report Sworn Affidavit (D.R.). This document details in narrative form, the behavior of the probationer while under supervision, the circumstances of the violation(s) as well all actions taken by PPS staff in an effort to achieve offender compliance. Finally the D.R. includes recommendations as to any court action deemed appropriate by the supervising officer that may include issuance of a warrant, or modification / revocation of the original sentence. D.R.s are signed by the probation officer and the office manager and are always accompanied by supporting documentation. PPS staff will prepare all documents, such as warrants when appropriate, serve defendants with appropriate documents within required notice periods, while filing all original documents with the Court.

PPS court services also include the preparation of and appearance at all probation revocation/ modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

PPS shall transmit its standard letter of termination to the Court upon successful completion of all conditions including financial. PPS tolls all probation warrants pursuant to Florida law, stopping the running of the probated time, or secures a court order for any otherwise unpaid fines. When we request an order suspending a fine balance we will include an explanation with the termination request. Reasons for such an order typically include death of the probationer, incarceration of the probationer on a new charge, or obviously revocation of the balance of the probated sentence.

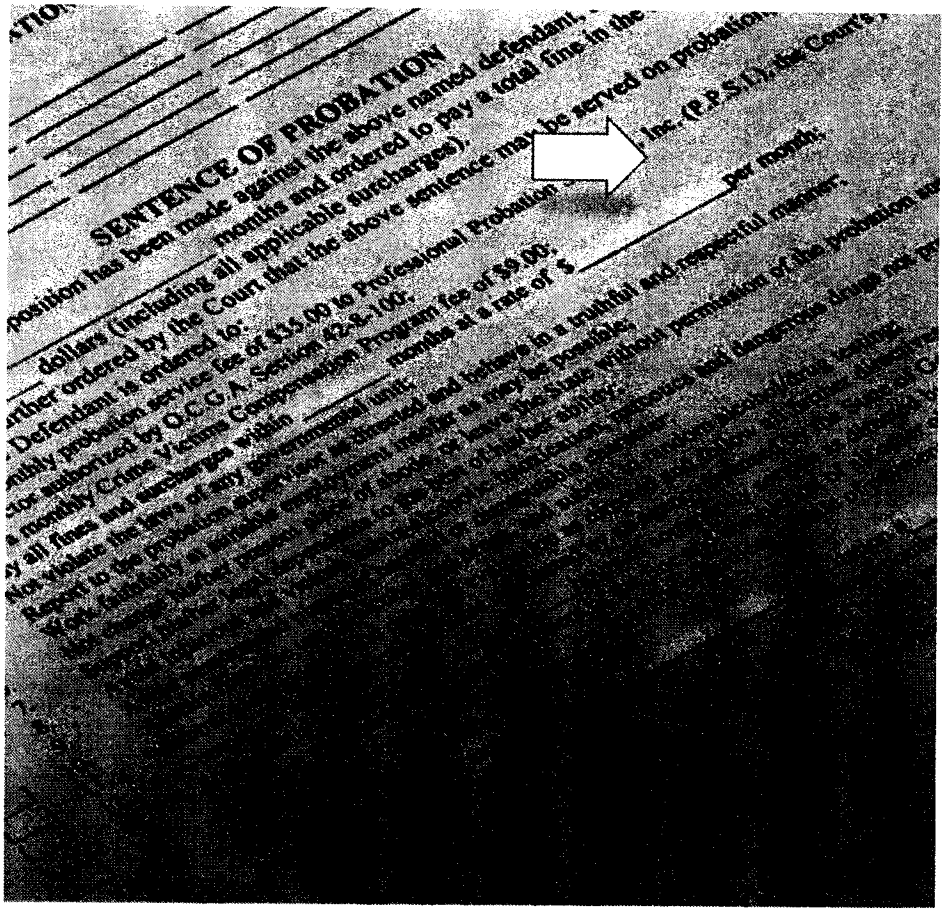
4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other cost associated with the Court, and disburse said monies as follows:

Paying the Court and Victims First

Just as important as the ability to collect and account for money is how a probation vendor applies the money it collects. PPS exclusively offers our "Victim, Court, Probation" Allocation Policy or "VCP", which requires us to PAY THE COURT FIRST- BEFORE WE TAKE OUR MONTHLY PROBATION FEE! Each month PPS will collect the court-established minimum monthly payments on ***Restitution, FIRST*** **(if ordered), then we will apply money to the court's** ***Fine SECOND until the monthly payment established by the court is paid in full***, and only then will we apply the first dollar to our monthly probation fee. Simply put we pay the Victim, the Court, and ***then*** PPS.

EXAMPLE:

Court-Ordered Minimum:	**FINE = \$100** **PROBATION FEE = \$40.00**
Defendant pays only \$50.00	
PPS Applies:	**FINE: \$50.00** **FEE: \$0.00**



Additionally, OTS provides each offender with an itemized receipt at the time of remittance, detailing all debts, money application, and outstanding balances, so not only does the Court know exactly how we are applying collected monies, but PPS offenders do as well. PPS maintains separate accounts for fines and restitution and probation fees.

PROFESSIONAL PROBATION
328 WEST JEFFERSON ST
BROOKSVILLE, FL 34601 (352) 796-8181

12/02/2011
10:36:06 AM
#40999026341

RECEIVED FROM: JOHNSON, ANNE MARIE
OFFICER .....: STORY, R.
COURT 40 - Hernando County Fl

PPSI#:40401023162

TENDERED ....: M/O $100.00

REFERENCE: WU13434345590

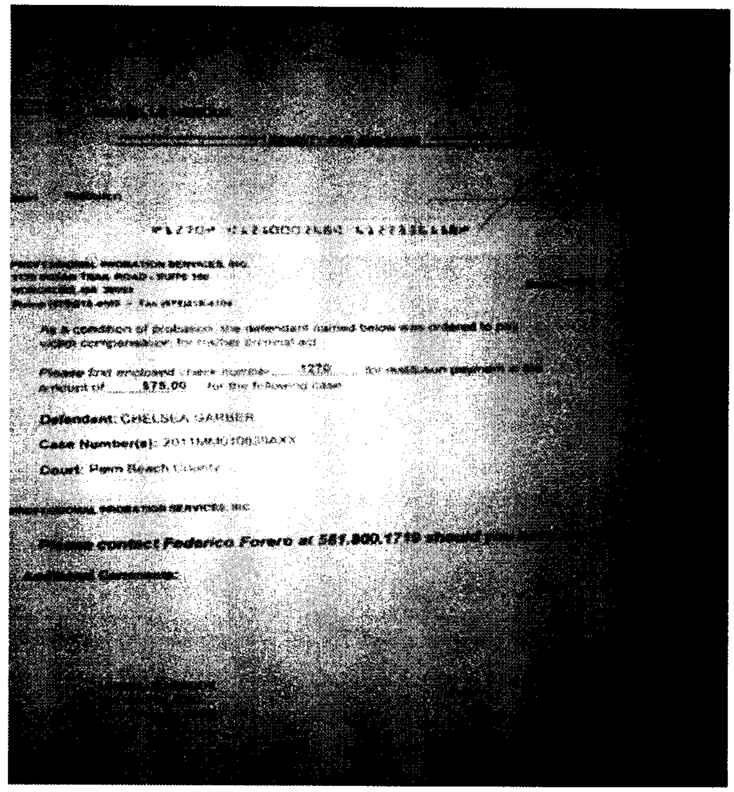
DOCKET#	TYPE	RECEIPIENT	DUE	APPLIED	BALANCE
11003924MMMA	CSW	P.P.S.	$10.00	$0.00	$10.00
11003924MMMA	FEE	P.P.S.	$40.00	$0.00	$40.00
11003924MMMA	FINE	HERNANDO COUNTY	$513.00	$100.00	$413.00
11003924MMMA	SHOP	P.P.S.	$70.00	$0.00	$70.00

ACCOUNT BALANCES ARE SUBJECT TO VERIFICATION

NEXT APPOINTMENT DATE: ______/______/______ AT ______:______

a. Shall disburse monies directly to the victim, or, the restitution may be paid to the Court Clerk for distribution to the victim, as directed by the court.

Restitution is collected directly from the probationer and accounted for at the point of collection, our office locations. Unless directed otherwise by the Court, PPS disburses restitution once monthly (by the 10th day of each month) directly to the victim of record. A sample restitution letter/check............



b. Collect all fines, surcharges, and other fees that will be disbursed to the City of Gautier as directed by the Court.

PPS collects fines and court costs for most of our contracted courts, and will gladly establish a separate account for an individual court's fine monies. PPS accepts cash, money orders or certified funds for all probationer payments. Payments are only accepted at the lobby accounting window, and not by probation officers in individual office rooms. Upon a probationer's "signing in" the accounting clerk accesses the probationer's electronic file. The screen then itemizes each of the probationer's court-ordered debts including the amounts ordered, previously remitted and the balance of each type of debt, i.e.: fines, costs restitution, surcharges, and probation fees. The accounting clerk then applies monies towards the debts prioritizing funds according to our VCP collection policy. The payment is logged automatically within the data tables of PPSI OTS computer system, and a receipt is generated electronically. The receipts are generated in triplicate; one for the probationer, one for the nightly closeout verification, and the third is wrapped around the actual payment, clipped, and dropped in to the drop safe. Each receipt is numbered and logged by OTS under the probationer's internal file number or PPSI number within in the system. The receipts also detail the application of the payment so that every time a probationer makes a payment he/she leaves the office knowing exactly how the money was applied, and that PPS is not collecting fees in advance (as our policy states), and how he/she is progressing towards paying off their case. Worth mentioning is that the Court shall be provided 24/7 access to all offender data, including up to the minute financial and receipt information on all Gautier offenders.

At the close of business each day, the office manager (OM) accesses the safe and prepares the monies for deposit. First, the OM generates from OTS an "On Hand Type Summary Report" which totals all receipts taken for each type of money. The OM then verifies that the actual payments match the report. Deposits slips are then created and the deposit is placed in a secured deposit bag and prepared for armored pickup. The bag number is imprinted, along with the monies to be deposited on a "Daily Deposit Worksheet". Copies of all three items, On Hand Type Summary, Daily Deposit Worksheet, and Deposit Slips, are faxed to the Court and our corporate office for verification. Corporate accounting staff members verify the deposits the following day via on-line access with the bank. Adherence to the above stated procedures is strictly confirmed by Office Audits conducted by the Vice President of Standards Enforcement, as well as our annual independent financial audit.

PPS electronically transmits offender receipt data into many of our Court's accounting systems on a regular basis as directed by the Clerk's office. The PPS Offender Tracking Computer System (OTS) allows for great flexibility in our remittance of court monies. Routinely, we remit money collected for the prior month on the second business day of the subsequent month, so fines collected in January would be delivered on the second business day of February. However, PPS can deposit money daily into a designated account owned by the Court, or remit monies in the form of a daily, weekly or monthly check, or wire via ACH Transfer, on a daily basis all court monies into the court-owned account from a PPS owned depository account. In each case, a report shall be generated detailing the financial activity of the given period. PPS is able to break out various surcharges owed to the various state agencies that receive such funds.

5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.

The Right Community Referrals

PPS Officers supervising offenders with dependency, life skill, employment, transportation or other issues are knowledgeable in a vast number of counseling, rehabilitation, job assistance, faith based, clothing, language assistance, GED, hospitalization (etc) programs within the community. PPS will arrange for the most appropriate and cost effective resource for each individual offender. We will also assist in identifying possible third party funding sources for any necessary counseling or treatment that may result as of the court's order.

Attacking Offender Unemployment

PPS attacks offender unemployment in two ways: (1) We offer in our locations a computer terminal that will allow offenders to access local job search internet sites; (2) All PPS officers are trained to search for appropriate job openings, and will directly refer probationers to employers seeking workers that match each probationers individual skills and work history. PPS Probation Officers educate offenders on interview techniques, and those employers hiring on a regular basis. Mock interviews are conducted, resumes are drafted and completed and job placement is finalized.

6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community services. Will assist in location non-profit and public agencies in which community service may be performed.

Administration of a community service program will be provided, and PPS will gain court-approval of all agencies that wish to receive Gautier offenders. PPS shall prioritize referring probationers to the County's Public Works or similar department. However, PPS also is familiar with hundreds of non-profit and designated local government agencies where offenders may also complete community service. Monitoring of compliance with required community service work and reports of delinquencies will be provided to the Court. Monthly statistical reports of completed community service work hours will be provided to the Court. All community service agencies are subject to approval by the Court. Important to the compliance rate of our community service workers- probated or non-probated, is the fact that we have on going and mutually beneficial relationships with many community service agencies that allow PPS offenders to work on weekends and during evening hours. PPS handles all necessary paperwork to initiate placement and monitor compliance and in many cases has established electronic communication with our community service agencies. PPS requires the completion of eight hours per week unless otherwise ordered by the Court. All community service timesheets are scanned into the offenders OTS file and can be viewed online by the Court.

PPS will prepare all necessary sentence modification documents to affect the conversion of fines to community service if approved by the court, and the PPS OTS system will automatically calculate the reduction of fine dollars as work is completed.

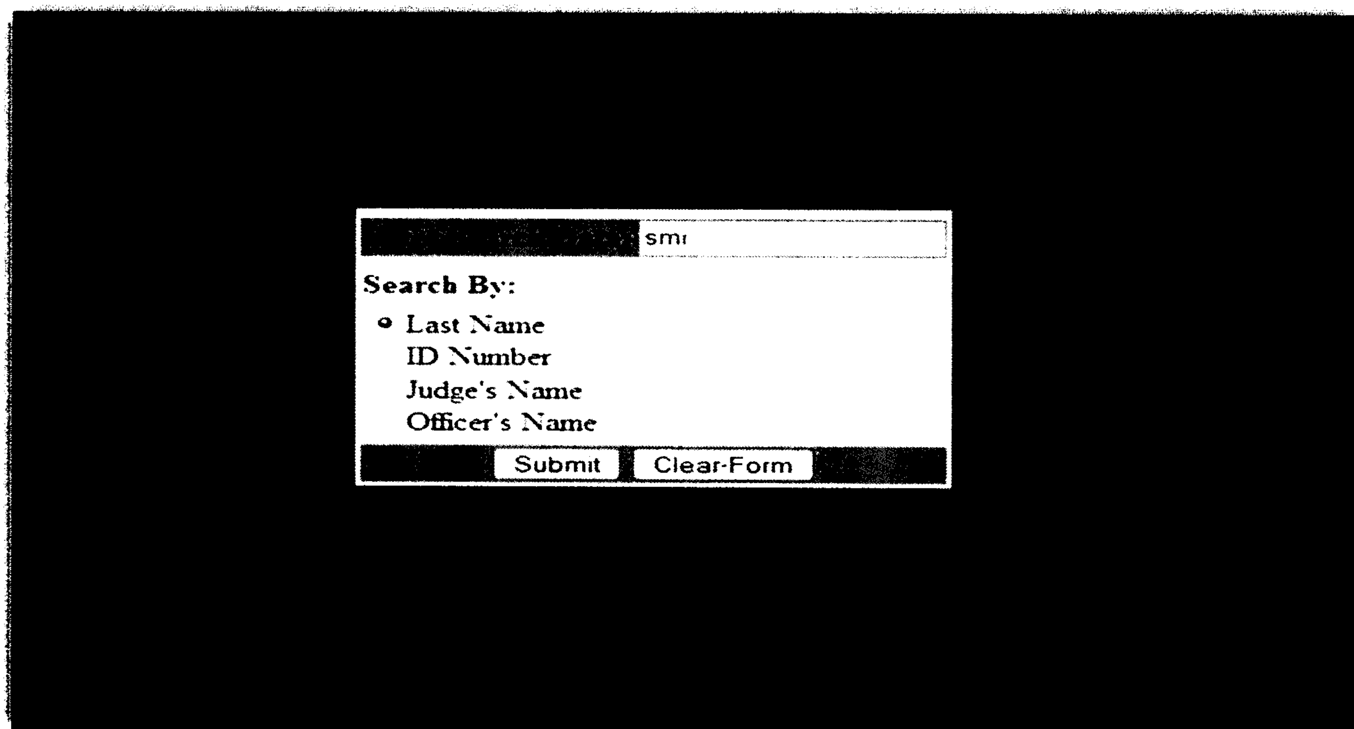
PPS requires all participants in community service to sign documents indemnifying the court and city, and PPS also offers to its probationers a low cost medical liability coverage should they wish to participate.

7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.

As previously noted, PPS staff document in each offender's OTS electronic file, a summary of all contacts with the probationer or otherwise, noting the date, and nature of the contact. All payments are logged in the offender financial records, and both the filed notes and financial records may be viewed on line by the Court at any time.

PPS will, if necessary and at no cost to the Court, supply each applicable member of the Court staff (i.e. Judges, Administrators, etc.) with a computer (laptop, tablet or desktop) containing a multi-user copy of the PPS OTS software. This program is internet based, and is networked directly to the PPS multi-user data base, allowing Court staff to access any probationer's files viewing financial and special condition compliance records, field notes, community service progress, appointment schedules and missed appointments, a digital photograph of each offender, drug screen results, at any time 24-hours per day, thus making the Court a mirror site of the PPS probation offices. The software even allows remote user to generate and view reports combining any of the data fields. ***This program assigns security rights (passwords) at the menu level to individual or groups of users, including court staff, ensuring that offender data- financial and otherwise- is only available to the Court or other authorized County officials.*** This software allows PPS offenders to report, make a payment, update special conditions, etc., at any PPS location nationwide.

What court officials can log on and see.............



Probationer Information Search

Last Name : SMITH

Office:

Return to Search

PPSI	NAME	COURT	DOB	STATUS
4242CV05U007636	SMITH, AS	Traffic Court	1986-02-20	CLOSED
4242CV00U001388	SMITH, BE	Traffic Court	1979-08-09	CLOSED
44421010409	SMITH, BR	Traffic Court	1957-08-29	ACTIVE
4342CV03U005262	SMITH, BR	Traffic Court	1980-11-26	CLOSED
4242CV02U003432	SMITH, BR	Traffic Court	1973-11-27	CLOSED
4242CV05U007797	SMITH, BR	Traffic Court	1986-06-12	CLOSED
57421011901	SMITH, CA	Traffic Court	1988-03-16	WARRANT
4242CV00U002087	SMITH, CA	Traffic Court	1982-02-23	CLOSED
42421010132	SMITH, CH	Traffic Court	1986-07-28	CLOSED
42421012154	SMITH, CH	Traffic Court	1988-02-29	CLOSED
43421010531	SMITH, CH	Traffic Court	1988-02-29	CLOSED
4242101				
4242CV00U				
4242CV00U				
4442101				
4342CV04U				
4242101				
4242CV05U				
4242CV05U				
4242CV01U				
4242CV04U				

OTS Support

PPSI: 42421011622

NAME: JAMES SMITH

ADDRESS: 122 EAST WEST ST
APT - 134 D
TOWNS AL 31999-0032

HOME PHONE: 777 342 1233

CELL PHONE: 778 344 3333

EMPLOYER: JR BUILDERS

ADDRESS: 1234 SOUTH AV
TOWNS AL 319999

WORK PHONE: 778 344 3333

DOB: 1982-07-01
SEX: MALE
HEIGHT: 6-2
WEIGHT: 205
HAIR: BLONDE
EYES: BLUE

NAME #1: NANCY SMITH

ADDRESS: 122 EAST WEST ST
APT - 134 D
TOWNS AL 31999-0032

PHONE: 777 342 1233

RELATIONSHIP: WIFE

NAME #2: JANE ROGERS

ADDRESS: 1500 PIKE AV
TOWNS AL 31999

PHONE: 888-333-1111

RELATIONSHIP: MOTHER

Next Report Date: 03-25-2008
Time: 10 35 pm

Community Service: Hours:0.00 **Hrs Completed:**0.00 **Hrs Remain:**0.00
MH Assessment: Completed on:

A&D Assessment: Completed on:
AA Meetings: Completed on:
Alcohol Awareness: Completed on: 0000-00-00
Domestic Violence Program: Completed on: 0000-00-00
Victim Impact Panel: Completed on:
Tag Forfeiture: Complied on: 0000-00-00
Ignition Interlock: bsp; **Complied on:** 0000-00-00
Number of Days in CS W.A.P:
Values Clarifaction: Completed on: 0000-00-00
Contact Restriction: With:
Complete DUI/Risk Reduction: Completed on: 0000-00-00
After Completion of all Conditions:

ID	Officer	Judge	Offenses	Senetenced	Start Date	End Date	Type	Ordered	Paid	Balance
T7-2128	ODONNELL, M.	RUSSELL	NPI	2007-02-28	2007-03-01	2008-02-27	FINE	1445.00	0.00	1445.00

Date	Narrative
2007-03-21	CONDITIONS: $1445 FINE-$800 SUSPENDED IF NO VIOLATIONS W/IN 1 YEAR/COURT REV 11/29/07 @ 3:00. JF
2007-03-27	DEF INCARCERATED IN CCSO FOR 24 DAYS. DEF SHOULD BE RELEASED APRIL 16 TO REPORT TO PPSI. JF
2007-06-29	SEE NOTES ON OTHER CASE. MO
2007-07-30	EXP 2/27/08. SEE NOTES ON OTHER CASE. MO
2007-09-11	WARRANT ISSUED FOR ABSCONDING. WAS INFORMED BY DEFS GIRLFRIEND THAT HE LEFT ONE DAY BACK TO MISSISSIPPI. DEF MISSED SENTENCING IN FIRST DISTRICT COURT AND HAS BENCH WARRANT WITH THEM AS WELL. MO

Date	Narrative
2006-07-07	OC ON 7/5/06 AT 9:30. CLEINT MET WITH LIZ. HAS NOT SIGNED UP FOR MENTAL HEALTH EVAL. FAMILY MEMBERS HAVE FELONIES. NEED APPROVAL. 0 CHANGES OR ARRESTS SINCE COURT. SHE READ, UNDERSTOOD, AND SIGNED THE PROBATION AGREEMENT AS WELL AS COMMUNITY SERVICE PAPERS. NOC 8/9/06 AT 9:30.
2006-09-27	OC- DEF PAID 30 TO FEE AND 10 TO FINE. FB=570. EXPRESSED CONCERN OVER CS HOURS. BABYSITS GRANDKID FOR 13 HOURS A DAYS 5-6 DAYS A WEEK. NOC 10/18/06@5:30. MO
2006-10-18	OC- DEF PAID 30 TO FEE. HAS THINGS WORKED OUT FOR CS. NO CHANGES OR ARRESTS. NOC 11/29/06 @ 5:30. MO
2006-11-29	OC- DEF PAID 30 TO FEE. HAS COMPLETED SEVERAL OF THE CS HOURS. NOC 12/20/06 @ 5:30. MO
2006-12-20	OC- DEF PAID 30 TO FEE. FB=570. ALMOST FINISHED WITH CS. NO CHANGES OR ARRESTS. NOC 1/24/07 @ 5:30. MO
2007-02-21	OC- DEF PAID 30 TO FEE AND 30 TO FINE. FB=540. WILL START TX NEXT MONTH. NO CHANGES OR ARRESTS. HAD COMPLETED CS LAST MONTH. NOC 3/28/07 @ 5:30. MO
2007-03-28	OC- DEF PAID 30 TO FEE AND 30 TO FINE. FB=510. NEED TO CALL KAREN AT BRMH FOR COC. WILL BE STARTING SCHOOL AGAIN. NOC 4/25/07 @ 5:30. MO
2007-04-25	OC- DEF PAID 30 TO FEE AND 70 TO FINE. ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 208-646-2426. EMPLOYMENT: GRAVE AT WEST POINT DAIRY. FB=440. IS STILL WORKING WITH BRAD. NOC 5/30/07 @ 5:30. MO
2007-05-30	OC- DEF PAID 30 TO FEE AND 10 TO FINE. ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 208-646-2426. EMPLOYMENT: UNEMPLOYED. FB=430. DEF SIGNED MOD FOR EXTENSION. NOC 6/27/07 @ 5:30. MO
2007-06-27	DEF PD $60 30/30 FB=400/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF COMPLETED CS HRS-SEE FILE/DEF COMPLETED MH EVAL BUT NOTHING HAS BEEN RECEIVED FROM BR-NEED TO CONTACT THEM/NOC 07/26/07 @ 5:30. JF
2007-07-27	DEF PD $60 30/30 FB=370/DEF REPORTS 0 CHANGES/0 ARRESTS/STILL NOTHING RECEIVED FROM BRMH FOR HER EVAL-TOLD TO CONTACT THEM TO GET IT/NOC 08/29/07 @ 5:30. JF
2007-08-03	MOD TO EXT PROBATION GRANTED. CASE EXP 06/17/08. JF
2007-08-29	DEF PD $60 30/30 FB=340/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF PROVIDED SECONDARY PHONE TO REACH HER AT:435-757-7284 DAUGHTER CELL PHONE. DONNA STILL NEED MH EVAL/NOC 09/26/07 @ 5:30. JF
2007-09-26	OV-DEF PD/DEF REPORTS 0 CHANGES, 0 ARRESTS/STILL HAVE NOT RECEIVED MH EVAL RESULTS/NOC 10/24/07 @ 5:30. JF
2007-10-24	OV-DEF PD $65 35/30 FB=260/DEF REPORTS 0 CHANGES/0 ARRESTS/DEF HAS ONLY FB LEFT TO PAY/NOC 11/21/07 @ 5:30. JF
2007-11-21	OV-DEF PD $60 25/35 FB=225/ADDRESS: 121 E 2ND SOUTH FRANKLIN. PHONE: 2 26/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH/NOC 12/26/07 @ 5:30. JF
2007-12-27	OV-DEF PD $60 30/30 FB=195/ADDRESS: 121 E 2ND SOUTH FRANKLIN ID . PHONE: 4 38/DEF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH AND PAY FINE/CASE EXP 06/17/08/NOC 01/30/08 @ 5:00. JF
2008-01-30	OV-DEF PD $65 35/30 FB=165/ADDRESS: 121 E 2ND SOUTH FRANKLIN ID . PHONE: EF STILL NEEDS TO PROVIDE MH EVAL FROM BRMH AND PAY FINE/CASE EXP 06/17/08/NOC 02/27/08-DEF ALWAYS HAS APT ON LAST WED OF EACH MONTH AND HAS NEVER MISSED. JF
2008-02-27	OV-DEF PD $65 30/35 FB=125/DEF VERIFIED CONTACT INFO/DEF MAY BE GETTING JOB AT ANNIVERSARY INN/DEF HAS FB LEFT TO OPAY/NOC 03/26/08. JF
2008-03-27	OV-DEF PD $70 35/35 FB=85/DEF VERFIED CONTACT INFO/DEF REPORTS 0 ARRESTS/NEED TO CONTACT BRMH FOR EVAL/NOC 04/23/08 @ 5:00. JF

8. Provide reports to the Court regarding compliance and payments information as requested.

PPS staff shall be at the disposal of the judges, court staff, and the solicitor's office. Your independent local probation staff will be provided to the court and to the county on a 24-hour basis. The entire PPS service portfolio is the result of our ever evolving communication with our contracted courts. From our software capabilities, to our training curriculums and levels/standards of supervision, our services are constantly improved by seeking input from our judges and their staff on how we can do better. Our local management team will meet the judges and clerks on a regular basis, but at least monthly- in person and at the court's convenience. We will also ask from all court staff- participation in our annual performance survey- which helps in our overall quest for excellence.

PPS shall provide the Court with a probationer activity report on at least a monthly basis that will detail all probationer activity. The data will be formatted as required by the Chief Judge and Court Clerk, including all of the above-required fields as well as: Name, Case #, Docket #, Offense, Sentence Date, Expiration Date, SSN, Ordered Amount of Fine, Restitution, Surcharges, Probation Fees, Payments – and receipt numbers, Balances, Community Service Hours Ordered and Completed, Drug Screen Results, Warrant Status and the court can even view and print field notes. Simply put, PPS can customize reports to contain as much or as little information as required, and submit said reports at whatever frequency is required. Some sample reports follow:

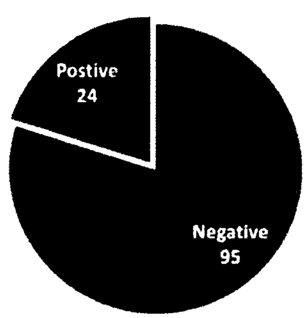
Professional Probation Services, Inc.

2012 Caseload Activity

Cases Sentenced in 2012	809
Active Cases as of Dec. 31st	919
Successfully Completed in 2012	411
Revoked or Terminated by Order	219

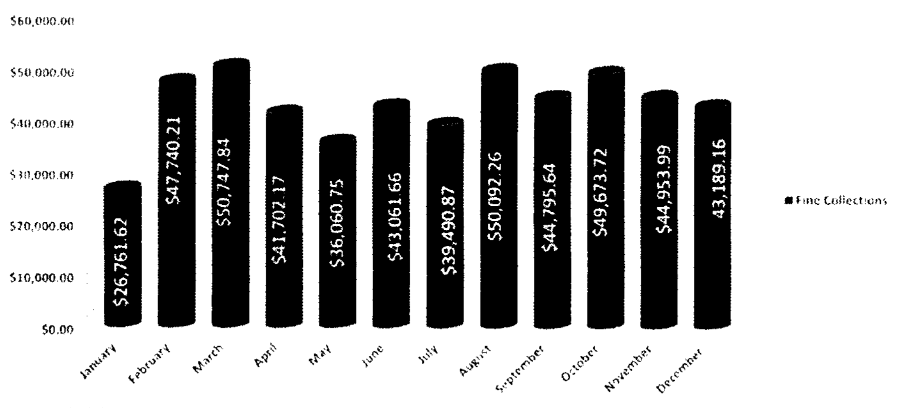
Professional Probation Services, Inc.

Drug Screens Administered in 2012 = 119

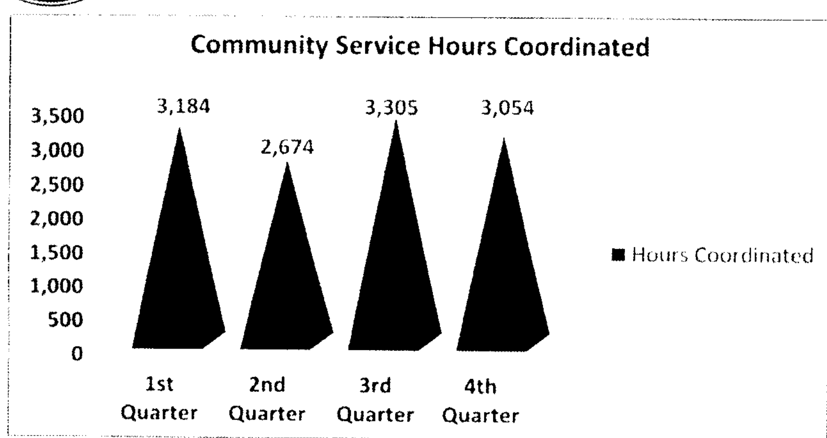


Professional Probation Services, Inc.

2012 Fine Collections = $518,269.89



Professional Probation Services, Inc.



Probationer Case Summary
For Court

Personal Information

Name (ID/SSN)
Ingram, Adrian Venro

Physical Address
117 Ashby Street
Al , GA 31

Physical Description

Race:	Black	Height:	5'04
Sex:	Male	Weight:	225
Hair:	Black	DOB:	09/13/64
Eye:	Brown		

Mailing Address

Phone Number
( ) 6 -20

Case Information

Court :		Sentenced :	05/28/08
Case # :	08-1790	Begins :	12/10/08
Status :	A	Expires :	03/06/09
Charges :	Too Fast for Conditions		

Financial Summary

	Assessed	Paid	Credits	Balance
Fines	$155.00			
Restitution	$0.00			
GCVEF	$27.00			
	$182.00			

Probation Conditions

Condition Type	Completed

Community Service

Assessed	Worked	Balance

Payment Details

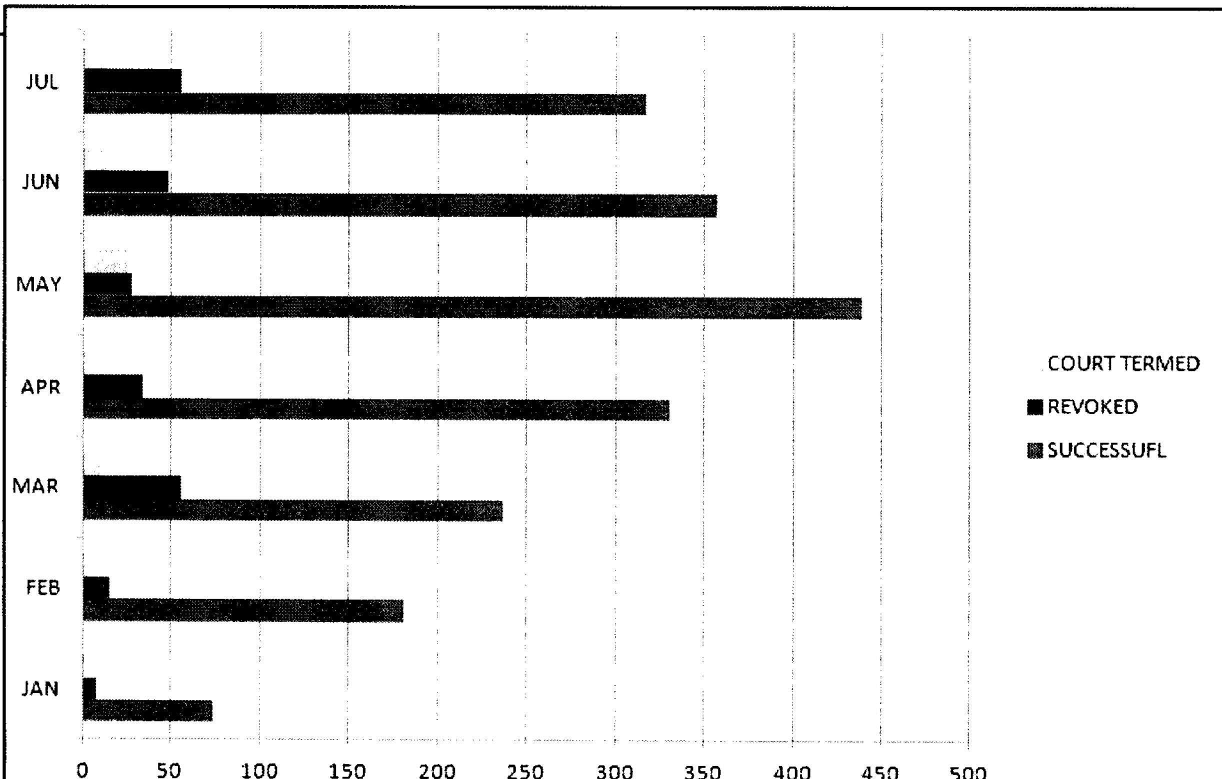
		FINES		RESTITUTION		GCVEF		TOTAL	
Receipt	Date	Cash	Credits	Cash	Credits	Cash	Credits	Cash	Credits

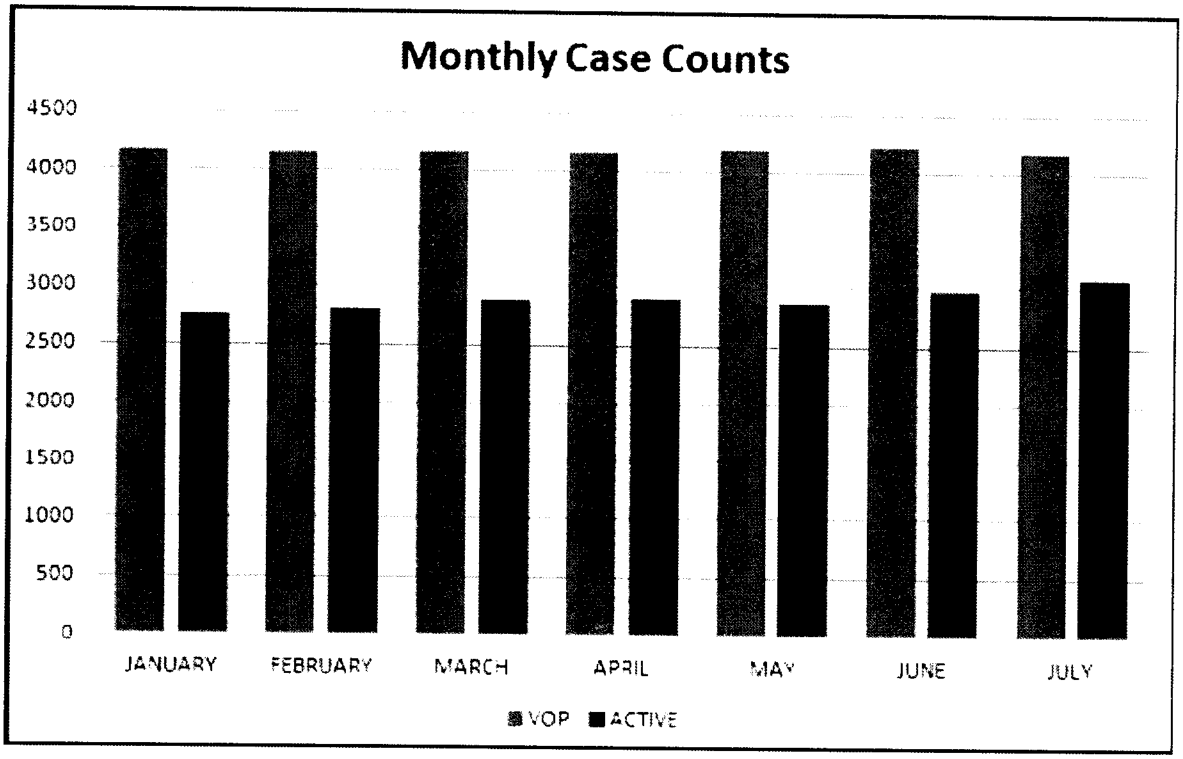
Case Notes

New Case Listing: 08/01/2013 - 08/31/2013

ID	Cnt	Name	Sentenced	Offenses	Ordered
2012CT003492AXXXMB	2	VILONNA, RALPH	08-23-2013	RECKLESS DRIVING	543.50
2012CT032323AXXXMB	1	VOLTAIRE, ROBERSON	08-16-2013	DUI (ENHANCED)	1,476.00
2012CT032003AXXXSB	01	WAGNER, PETER	08-20-2013	DRIVING UNDER THE INFLUENCE CA	1,476.00
2013CT014962AXXX	1	WALLER, BRYAN	08-05-2013	DUI	1,576.00
2013CT017815AXXXMB	02	WANTSHOUSE, GRANT	08-22-2013	RECKLESS DRIVING	543.50
2012CT026760AXXXSB	1	WEDGLE, BRUCE	08-19-2013	DUI CAUSING OR CONTRIB INJURY	1,476.00
2013CT013271AXXXSB	1	WEISSMAN, ANDREW	08-12-2013	DUI	1,476.00
2013CT016425AXXX	2	WEST, MATTHEW	08-29-2013	RECKLESS DRIVING	543.50
2013MM009749AXXXSB	01	WHITE, ERICA	08-12-2013	RETAIL THEFT	353.00
2013CT016435AXXXSB	02	WIEDER, DYLAN	08-12-2013	RECKLESS DRIVING	543.50
2013CT012803AXXXNB	1	WIEN, ROBERT	08-26-2013	DUI -ENHANCED	1,476.00
2013MM011368AXXX	1	WILLIAMS, HEIDI	08-27-2013	PETTY THEFT	353.00
2013CT000017AXXXSB	1	WILLIAMS, HOPE	08-14-2013	DUI-CAUSING INJURY TO	1,576.00
2013CT012736AXXXSB	01	WISNOSKI, JOHN	08-14-2013	DRIVING UNDER THE INFLUENCE(E	2,526.00
2013MM009446AXXXMB	1	WRIGHT, DANIELLE	08-02-2013	LARC RETAIL THEFT 30 MORE DOLS	353.00
2013CT006231AXXXSB	1	WRIGHT, ROSCOE	08-09-2013	DUI	951.00
2013CT013265AXXXMB	1	YIN, DELORIES	08-21-2013	DUI	951.00
2013CT013751AXXXNB	01	ZEISEL, ANITA	08-21-2013	DUI-CAUSING OR CONTRIBUTING TO	0.00
2013CT013751AXXXNB	01	ZEISEL, ANITA	08-21-2013	DUI-CAUSING OR CONTRIBUTING TO	951.00

Number of New Cases: 270 Total Ordered: 289,812.70





Warrants issued for 08-2013

Name	DOB	Issue Dt	Balance
ANTOINE, JERRY	09-12-1992	08-28-2013	210.00
BLACKBURN, HENRY JR	03-18-1988	08-21-2013	2,157.00
BROWN, RAHEEN	08-27-1979	08-28-2013	385.50
CARR, DONOVAN	11-26-1991	08-15-2013	1,330.00
CHATMAN, DERIEN	08-19-1988	08-14-2013	2,143.00
FERGUSON, RONALD	08-13-1970	08-14-2013	1,747.50
FLOYD, QUAUANTIZ	10-25-1986	08-14-2013	1,706.00
GOLDWIRE, TAMIKA	07-31-1976	08-07-2013	462.00
HALL, BUNITA MARIE	09-02-1970	08-28-2013	883.50
HARGROVE, JOY	08-29-1956	08-14-2013	294.00
HILL, BRYAN	10-22-1990	08-28-2013	513.50
HOLMES, BRANDON L	01-01-1986	08-07-2013	119.50
LARD, ANTHONY CARVELL	01-06-1990	08-14-2013	785.00
NELLON, DAVEN	01-28-1996	08-28-2013	858.50
REESE, AMONIE	10-14-1992	08-28-2013	1,112.50
SPILLERS, CIARRA	07-12-1988	08-14-2013	334.00
STEWART, MAURICE	09-11-1983	08-14-2013	2,098.00
THOMAS, KIRSTNE	02-15-1991	08-14-2013	831.50
WALTON, JULIE	02-10-1972	08-28-2013	345.00
WARREN, GINA L	06-21-1973	08-07-2013	522.00
WILSON, KENNETH C	10-17-1954	08-07-2013	487.50
YOUNG, RODNEY L	02-19-1975	08-21-2013	1,889.50

Number of Warrants: 22   Balance: 21,275.00

WARRANT FEES ADDED: 08/01/2013 - 08/31/2013

NAME	ID	DATE	AMOUNT
ALFORD, HAROLD SHAWN	TE00021019	2013-08-01	200.00
ANDERSON, SHELTON N.	TE0001378:	2013-08-26	200.00
BARKER, TREVAUN	TE00023858	2013-08-01	200.00
BLANKENSHIP, TRACEY	ME0002361	2013-08-19	200.00
BROWN, JASON LIONELL	M00342393	2013-08-06	200.00
BROWN, SYLVIA AN	328877	2013-08-01	200.00
FLORES, GISEL	TE00023261	2013-08-28	200.00
GAINES, PHILLIP MICHAEL	TE0002305(	2013-08-05	200.00
GASTON, KEYUNTA DEANGELO	TE0006961	2013-08-13	200.00
GRAHAM, RHONDA ROCHELL	TE0001612(	2013-08-06	200.00
GREASHAM, DEXTER K.	TE00022047	2013-08-05	200.00
HAMBRICK, PAUL A.	ME0001938	2013-08-29	200.00
HOMS, JESSICA	TE00013333	2013-08-20	200.00
HOSCH, KEENAN JAMAL	M00324769	2013-08-06	200.00
JACKSON, AARON O.	TE00019876	2013-08-06	200.00
JAMES, JULIAN MARC	TE0001743(	2013-08-06	200.00
LITTLE, JARRED DELANO	TE00013403	2013-08-29	200.00
MCKINNEY, JIMMY	211279	2013-08-28	200.00
MORENO, GABRIEL ALEJANDRO	TE00019340	2013-08-06	200.00
RICE, ELLIOT	ME0011326	2013-08-07	200.00
RICHARDSON, PHILLIP JABRIL	T00297567	2013-08-01	200.00
ROBERTS, EVAN KADEEM	T00344392	2013-08-06	200.00
SMITH, XAVIER DEWAYNE	MGGC00871	2013-08-06	200.00
WARD, AARON LEE	MGGC0081(	2013-08-28	200.00

TOTAL WARRANT FEES ADDED 4,800.00

ADJUSTMENT REPORT: 07/01/2013 - 07/31/2013

NAME: ABAS, RAYMOND MOHAMED	TYPE	DATE	ID	BALANCE	ADJUSTMENT
REASON: ORDER	FINE	2013-07-30	TE00015466	0.00	340.00
REASON: ORDER	FINE	2013-07-30	TE00015466W	0.00	200.00

TOTAL ADJUSTED: 540.00

NAME: BLACK, SUSAN PAIGE	TYPE	DATE	ID	BALANCE	ADJUSTMENT
REASON: ORDER	FINE	2013-07-30	TE00014153	0.00	652.00
REASON: ORDER	FINE	2013-07-30	TE00014153W	0.00	200.00

TOTAL ADJUSTED: 852.00

NAME: BRAKHAGE, CHRISTOPHER KURT	TYPE	DATE	ID	BALANCE	ADJUSTMENT
REASON: ORDER	FINE	2013-07-30	T00344051	0.00	1,003.00
REASON: ORDER	FINE	2013-07-30	T00344051W	0.00	200.00
REASON: ORDER	FINE	2013-07-30	T00344052	0.00	148.00

TOTAL ADJUSTED: 1,351.00

TERMINATED CASES REPORT: 08/01/2013 - 08/31/2013

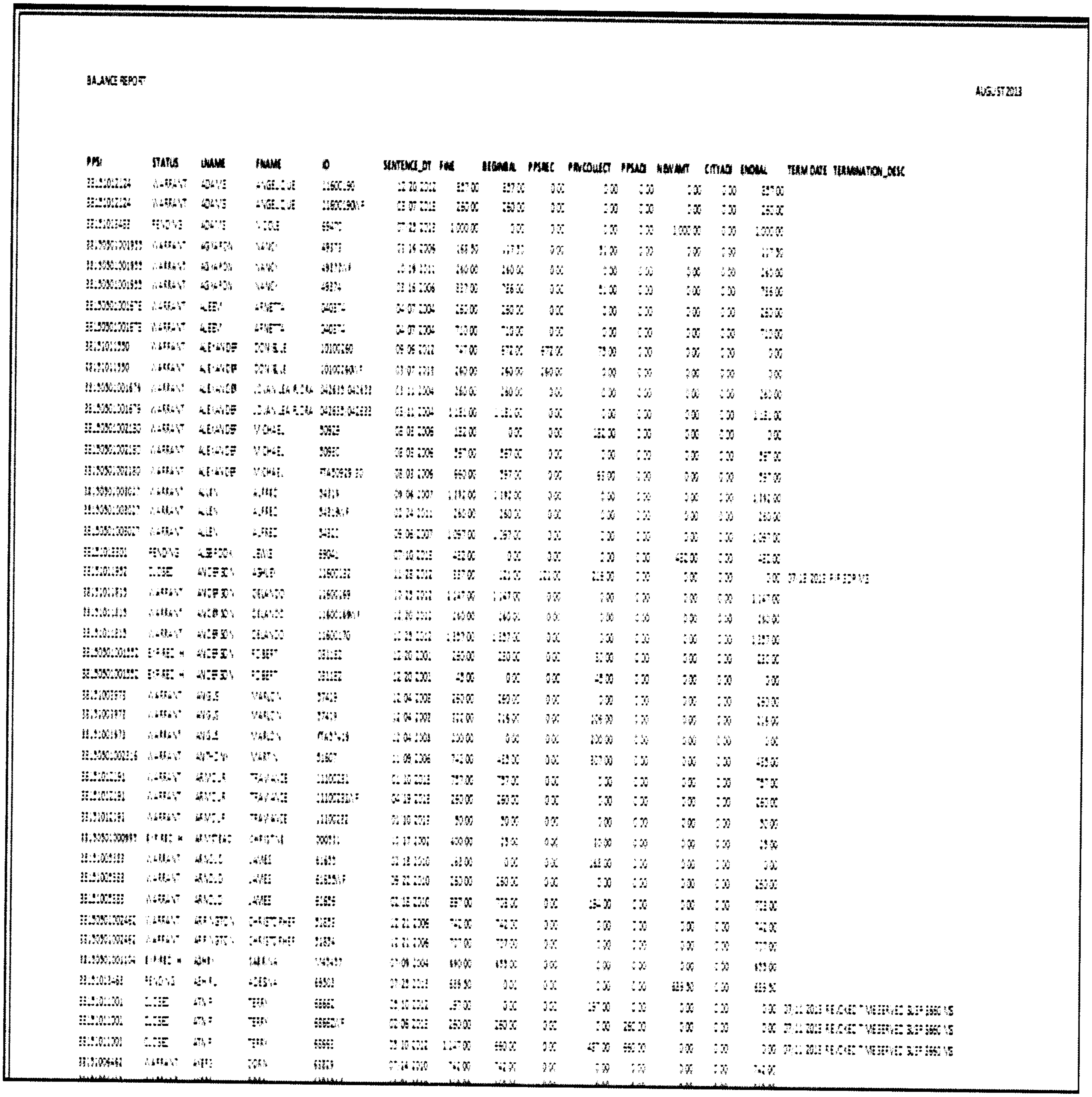
NAME	ID	SENTENCED	TERMINATION DATE	TERMINATION DESC	AMOUNTS ORDERED	AMOUNTS PAID	AMOUNTS BALANCE
STOFA, JOHN DAVID	2012MM000833AXX	2012-09-10	2013-08-26	SUCCESSFUL	626.05	626.05	0.00
STRIBLING, WHITLLIE TYCHELLE	2012MM005320AXXXME	2012-11-05	2013-08-08	REVOKED	353.00	0.00	0.00
STUART, ROLAND MARK	2012MM006305AXX	2012-08-31	2013-08-30	REVOKED	525.05	200.00	0.00
THOMPSON, AUDLEY S.	2012CT009002AXXXSB	2012-11-06	2013-08-12	SUCCESSFUL	1,476.00	1,476.00	0.00
THOMPSON, JAMENIQUE JEA	2013MM002354AXXXMB	2013-02-20	2013-08-07	COURT TERMED PTI REJECTED	0.00	0.00	0.00
TOROSIAN, CHRISTOPHER S	2012MM001335AXX	2012-04-13	2013-08-23	COURT TERMED	353.00	0.00	0.00
TOVIN, STEPHEN	2012CT011005AXX	2012-08-06	2013-08-02	SUCCESSFUL F/CC IN JUDGEMENT	1,051.00	0.00	0.00
VALIDOAVILA, RAMON IRAN	2009CT022245AXX	2009-10-26	2013-08-21	REVOKED	1,576.00	0.00	0.00
VICTORIA, LORENZO	2012CT018608AXXXMB	2013-02-01	2013-08-01	SUCCESSFUL	543.50	543.50	0.00
VITOUS, LARRY JOSEPH	2013CT001534AXXXNB	2013-02-27	2013-08-22	SUCCESSFUL	951.00	951.00	0.00
WAKEFIELD, TYLER S	2012CT002997AXX	2012-07-24	2013-08-21	REVOKED	1,051.00	0.00	0.00
WALLACE, MARK	2012MM0077491AXX	2012-08-16	2013-08-13	COURT TERMED PTI REJECTED	50.00	50.00	0.00
WILLIAMS, DAPHNE KAY	2012CT002312AXX	2012-07-27	2013-08-07	REVOKED	2,526.00	435.00	0.00
WILLIAMS, MICHAEL Ford	2012CT008716AXX	2012-08-24	2013-08-22	SUCCESSFUL	1,476.00	1,476.00	0.00
WILLIS, ALBERT LEE	2012MM019247AXXXNB	2013-02-06	2013-08-02	SUCCESSFUL	353.00	353.00	0.00
WISE, MARK GREGORY	2012MM019090AXXXSB	2013-02-01	2013-08-21	REVOKED	253.00	0.00	0.00
WOLF, APRIL R.	2012CT013956AXX	2012-08-06	2013-08-06	SUCCESSFUL	1,576.00	501.00	0.00
WRIGHT, MELLODY L	2012MM020155AXXXMF	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
WRIGHT, MELLODY L	2012MM020155AXXXMB	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
WRIGHT, MELLODY L	2012MM020155AXXXMF	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00
WRIGHT, MELLODY L	2012MM020155AXXXMB	2013-03-27	2013-08-01	SUCCESSFUL	0.00	0.00	0.00

TERMINATED CASES 241 SUCCESSFULL 147 UNSUCCESSFULL 94

Balance Summary - Court # 175

August 31, 2013

Balance at end of previous month	$1,212,393.86
New cases added this month	$73,456.00
Payments received this month	$70,086.11
Warrant costs added this month	$5,400.00
Fines credited this month	$9,117.00
Balance at end of month	$1,212,046.75


BALANCE REPORT

AUGUST 2013

PPS#	STATUS	LNAME	FNAME	ID	SENTENCE_DT	FINE	BEGINBAL	PPSREC	PRVCOLLECT	PPSADJ	NEWAMT	CITYADJ	ENDBAL	TERM DATE	TERMINATION_DESC
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

9. Supervise all persons assigned to probation by the Court with a ratio of probationers to staff of no greater than 300 to 1.

PPS believes that smaller caseloads yield better results for the court and offender, and will adhere to the following in service to Gautier.

TYPE OF SUPERVISION	MAXIMUM CASELOAD
Pay Only Supervision	250
Basic Probation	250
County Ordinance Compliance Supervision	250
Intensive Probation	50
Voice Verification Supervision	100
Pre-Trial Diversion	250

10. Shall maintain professional liability insurance in an amount not less than one million ($1,000.000) dollars.

PPS maintains $2,000,000.00 in professional liability (E/O) and name the City of Gautier as an additional insured. We will furnish the City with an ACCORD certificate of coverage upon execution of a contract.

11. Each probationer placed on probation will be required to meet with their assigned probation officer at least every 30 days. Probationers that do not comply with the probation guidelines and the Court's order may be required to meet with their probation officer more than once a month. Certain probationers may be relieved of the obligation of an in-person appointment should unique circumstances require it.

PPS certainly sees all offenders once monthly, and will happily attend all court sessions at which any PPS offender is to appear. Additionally, PPS offers the following specific supervision programs to the Court. Any supervision program may be adjusted by the Court to better achieve the goals of the Court for each individual offender.

Program	Office Contacts	Collateral Contact	Field Contact
Pay Only Supervision	**Once Monthly Office Contact or Mail-In until Paid in Full**	**As Needed**	**N/A**
Basic Probation	**Once Monthly, More Often as needed to achieve compliance**	**As Needed**	**N/A**
City Ordinance Compliance Supervision	**Once Monthly**	**As Needed**	**As Needed to Confirm Compliance**
Intensive Probation	**Four Monthly**	**Twice Monthly**	**Twice Monthly (minimum)**
Voice Verification Supervision	**Once Monthly**	**Voice reporting 10-30 times monthly**	**N/A**

Pre-Trial Diversion	Once Monthly	As Needed	As Ordered

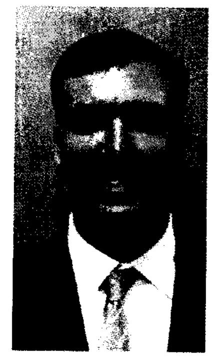
12. All probation officers will be at least 21 years of age at the time of appointment.

PPS shall comply with this requirement.

13. Employ at least one supervisor of private probation officers with a minimum of five years' experience in corrections, parole or probation services.

The PPS Gautier Management Team

Tom York, Regional Vice President
Florida, Alabama and Mississippi Field Operations



Education: B.S. Criminology, Auburn University
J.D. Faulkner University Law School

Experience: PPS Probation Officer (1995-1997)
PPS Office Manager (1997-1999)
PPS V.P. Alabama Field Ops (1999-2005)
PPS Regional Vice President (2005-2011)

Adriana Alicea, Office Manager
PPS Gautier

Education: University of Puerto Rico Arecibo
Institute of Paralegal Education

Experience: Cordero and Cordero, Attorneys (1994-2008)
Court Interpreter, Jackson and Harris Counties, MS (2009-2011)
Senior Probation Officer, Judicial Corrections Services, MS (2011-2013)
Office Manager, Professional Probation Services, Pascagoula Officer (2013-Present)

14. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.

PPS is incompliance with this requirement.

15. Will keep a complete record checks on all staff in accordance with its standard operating procedures, to include criminal background and previous employment checks.

PPS is in compliance with this requirement and will maintain compliance for all Gautier employees.

16. Will supervise all probated cases sentences to so order by the Court. Will also supervise indigent cases when determined by the Court.

PPS shall supervise, at no cost, those offenders the court finds to be indigent, and all services are available, as ordered by the court, at no charge to the indigent offender. PPS does not seek compensation for indigent supervision, but rather makes efforts to assist the offender with employment or other issues. PPS places no limit on indigent orders from its contracted courts and currently, on average maintains indigent cases that represent approximately 8% of our overall caseload.

Basic Probation Supervision

The Probationer receives a level of supervision assessment, which is completed to determine the offender's reporting schedule which may vary from five to one office visits monthly depending on a "risk result." Offenders also receive community service coordination, and referral to appropriate agencies to address specific needs. Additionally, the offender may receive home and/or work visits from his probation officer based on the level of supervision assessed and the probation officer's discretion. Special conditions such as community service, drug screens, and community program referrals are coordinated. Additionally, upon payment of fines, restitution and cost and only with the Court's approval, the defendant's sentence is suspended and the case is closed. PPS only collects the monthly court-ordered supervision fee until such time the defendant has paid fines, restitution and cost in full and the case is suspended. As with all cases, supervision fees are never collected in advance.

Intensive Probation Supervision

A three-phase program in which demands on the probationer decrease until the offender enters basic probation supervision, at which time the monthly supervision fee will decrease to intermediate, and ultimately to basic. Each phase requirements may be altered as the Court requires. A ***sample*** intensive program...

Phase I (Minimum of 60 days)

If the offender is completing inpatient substance abuse treatment, a minimum of 4 telephone contacts per month, 1 field contact per month, and 2 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screens.

If the offender is completing outpatient substance abuse treatment a minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly

If the offender is not required to complete any substance abuse treatment, a minimum of 4 office contacts per month, 4 telephone contacts per month, 4 field contacts per month, and 4 collateral contacts per month are required with the probationer. Additionally, the offender is required to complete 80 hours of community service, and submit to weekly drug and alcohol screens.

Phase II (Minimum of 60 days)

During this phase of intensive probation the contacts are reduced to as needed telephone contacts, 4 office contacts per month, 2 field contacts per month, and 2 collateral contacts per month are required with the probationer. Offender must submit to weekly drug and alcohol screens.

Phase III ***(Minimum of 60 days)***

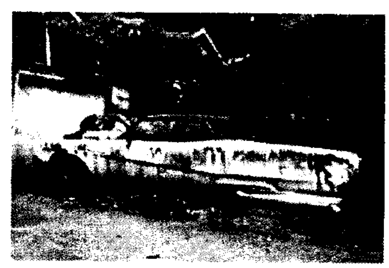
During this phase of intensive probation the contacts are again reduced until the offender is released to basic probation supervision. A minimum of as needed telephone contacts, 2 office contacts per month, 1 field contact per month, and 1 collateral contact per month are required with the probationer. Offender must submit to monthly drug and alcohol screens. During each phase, the PPS internal electronic monitoring program (house arrest), if ordered, can be incorporated.

Pay Only Supervision

In addition to probation and pre-trial, PPS offers a program to assist the Court in collecting fines from offenders who need additional time to pay their fines. Designed for the offender requiring minimal supervision for the purposes of primarily paying a fine and/or restitution over a period of months, this level of supervision typically requires only one or two monthly office contacts. PPS will report any non-compliance to the Court, and as with all levels of supervision we will address any life issues the probationers may have, and will remit all monies collected to the clerk daily as specified herein. ***NOTE: THERE IS NO FEE FOR THE FIRST TWO MONTHS OF PAY ONLY SUPERVISION***, and so it may also be utilized by the Court for offenders needing to ***simply complete a course or produce a certificate.***

PPS collects only a $35.00 per month fee for this supervision service. Our approach is more fair, and achieves the goal of helping those offenders who simply do not have their fine money in court, and would otherwise not be probated- giving them more time to pay. ***Many PPS "Pay Only" probationers never pay PPS a dime.***

City Ordinance Compliance (COC) Supervision



This supervision is designed for those offenders cited for violating a County ordinance relative to environmental or other quality of life concerns; i.e. "junk cars", dog cases, property maintenance, etc. PPS will conduct monthly field visits and, as necessary for fine collection purposes, monthly office visits with each offender. PPS will document - including digital photographs which may be viewed on line by the Court as part of the offender's electronic file, the offender's progress with achieving and maintaining compliance. The cost to the offender is $40.00 per month.

Diversion Programs

Pre-Trial Diversion / Conditional Release

"Face to Face" Supervision

Participants are visited once weekly in their homes by a PPS Intensive Officer. Each defendant is also seen once weekly in the local PPS office and screened for THC, Cocaine, and other frequently abused illicit drugs. PPS locations will be open during business hours as well as Saturdays and evenings. PPS staff will be available 24/7 for Court, Police or Sheriff's Department for support, and all participant violations are addressed immediately.

Electronic Monitoring, Simultaneous with "Face to Face"

Offender is actively monitored with anklet monitoring which includes random breath alcohol screenings in the defendant's home. Scheduling feature allows defendant to leave his/her residence as approved by the Court, Police, or Solicitor department and or the PPS House Arrest Officer, for approved reasons such as work, AA meetings, reporting to PPS, or other purposes. The Court may also utilize GPS Monitoring as the EM option for Pre-Trial. The PPS GPS device offers active 24/7 location monitoring including speed of travel, exclusionary zones and an anklet that features trans-dermal (skin and perspiration) alcohol detection. All violations are reported to the monitoring center immediately, and PPS will address all electronic violations within moments of their occurrence.

Check Diversion Program

PPS incorporates requires twice monthly reporting while check diversion defendants make payments on restitution until the debt is paid in full. PPS requires CDP defendants to, with the assistance of PPS staff to assess the cost of their lifestyle choices, and learn to appreciate the cost of their actions in real dollars- both to them and the victim. Monthly budgets for not only for the offender's household are established. The development of a more proficient approach to personal finance is the outcome.

PPS Pre-Sentence Investigations

PPS provides several thousand PSIs each year to our courts. These personal histories make for an excellent tool for the court as it considers sentencing and include information on family history, work history, previous addiction issues, and criminal behavior. Reports are typically completed within three weeks allowing for enough time for the PPS officer to interview all pertinent individuals and complete the adequate research. PPS officers provide the Court with the finished product at least three business days prior to the scheduled sentencing court date, and attend the sentencing proceedings to be available to the Court in the event of needed clarifications. ***PPS is certified by FDLE and can provide the court with criminal histories as part of our pre-sentence investigations.***

A sample Pre-Sentence Investigation follows:

PROTECTED INFORMATION

PRE-SENTENCE INVESTIGATION

Professional Probation Services
55 North Main, Suite 101
Logan, UT 84321

Larry Chatterton, Investigator

Presiding Judge	Sentencing Date	Defense Attorney
Kevin K. Allen	Monday, October 07, 2013	Bryan P. Galloway
Court	**Case #**	**Prosecuting Attorney**
First District Cache County	131100857	Spencer D. Walsh

Defendant's Name:	Defendant's DOB:	Description
[redacted]	[redacted]	36-year old female

Defendant's Address:	Phone #:
[redacted] Logan, Utah 84321	(435) [redacted]

Offense Date	Offense	Classification	Disposition
08/20/2013	Possession or Use of a Controlled Substance	Class A	Guilty 08/26/2013

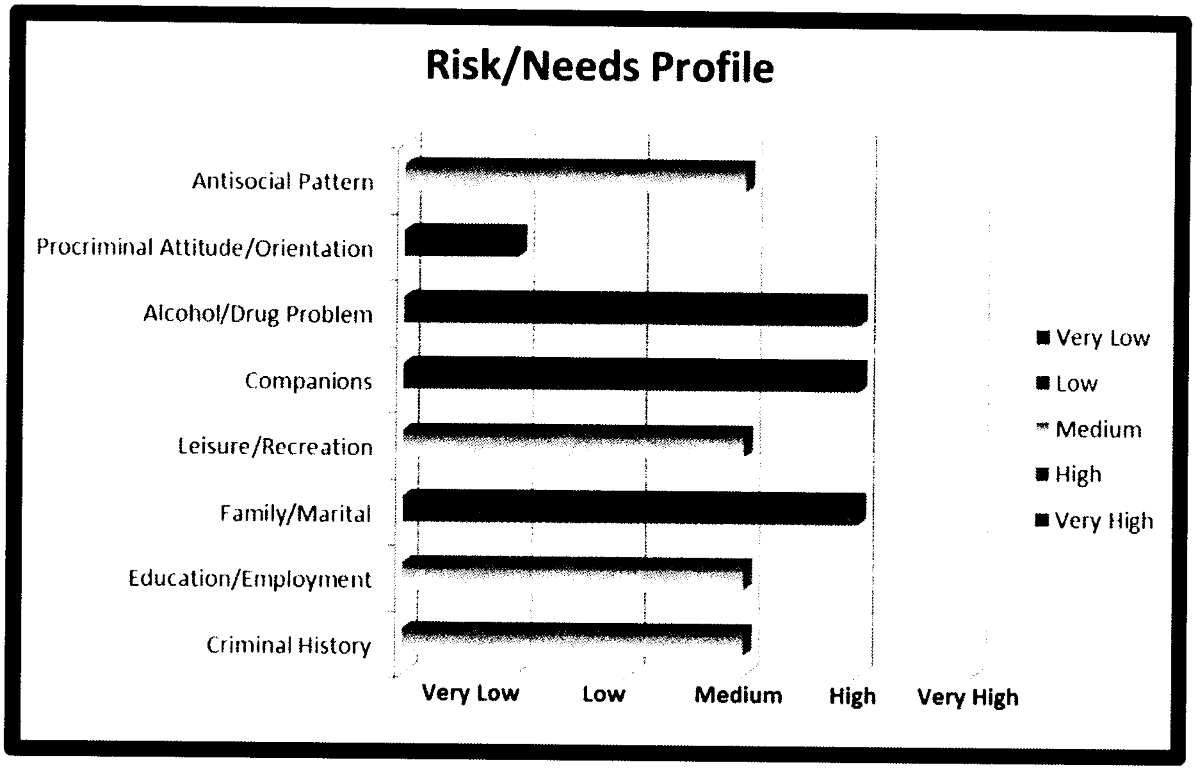
RECOMMENDATION

We recommend Ms. [redacted] be placed on probation to Professional Probation Services with the following special conditions:

1-Serve 7 days in jail with credit for the 7 days she has served. She probably deserves more jail, but it seems counterproductive to re-incarcerate her at this time after being released on her OR and so far she has been following through.
2-Continue in treatment with Bear River and complete any program they deem appropriate.
3-Not have any contact of any kind with Robert [redacted] or other drug users or sellers.
4-Complete the MRT program through PPSI.
5-Obtain full time employment within 60 days and maintain full time employment.
6-Pay a total fine of $500.00.

CRIMINOGENIC NEEDS AND EVALUATIVE SUMMARY

Overall LS/RNR-Risk/Needs Level: High



Overview of Risk/Need Areas: Ms. [redacted] scores high in the risk/needs category of the assessment, suggesting a high probability of re-offending, or violating conditions if she does not work on changing her behavior and choices. High risk/need areas include family relations, associations, and substance abuse. This generally is not a good combination. Having family stressors, associating with others who use drugs and commit crimes, and substance abuse issues often lead to relapse and/or new offenses.

She has taken some steps to repair family relations and does have some good support. Her personal relationships with her husband and other men have not been positive in the recent past.

She has involved herself in the drug culture over time and the drama that goes with it, associating with drug users to an intimate level. She was associating with an ex-parolee she was warned to avoid. She did leave him for a time but went back to him, which led to this offense.

She is currently on probation out of this court for criminal trespassing. Her substance abuse problem is re-occurring, but she has some periods of clean time. She would benefit from the stability of full-time employment or further education.

Overview of Strength Areas: Ms[redacted] has an overall good attitude. To her credit, she walked into the Smithfield Fire Department scared and looking for help the night of this offense. Had she not done so, she may have not been arrested or gotten out of a bad situation. She has family support when not using. She is in the MRT program and doing well. She has been, overall, cooperative and honest in discussing her situation. She certainly expresses a desire to make changes. She tends to do well for a while, then, in the typical cycle of addiction, falls back.

She is pleasant to interact with and has strong potential if she can break away from the culture and desire to use drugs. She does not deny her offense and recognizes where drugs and certain relationships have led her. Those realizations are positive, but rarely enough to produce behavior change without specific steps and a strong motivation to make those changes

Other Client Issues and Other Risk/Need Factors with Criminogenic Potential: Other identified areas of concern include problems of compliance, threat from a third party (the ex-parolee she was associating with), financial problems, situational depression, and low self-esteem.

CONVICTION/PLEA NEGOTIATIONS

On August 22, 2013, the defendant was charged with Possession or Use of a Controlled Substance, a 3rd Degree Felony. Through plea negotiations, she pled guilty to the charge at a reduced Class A Misdemeanor.

OFFICIAL VERSION OF THE OFFENSE

On August 19, 2013, Smithfield Police were dispatched to the fire station on report of a female that had walked in reporting a domestic disturbance with her boyfriend, Robert [redacted] The officer made contact with the complainant, Sunny Parkinson, and asked what had happened. Ms. Parkinson indicated she gotten into a verbal argument with [redacted] and just wanted to use the phone to call her aunt for a ride home.

Ms. [redacted] then indicated she had injected meth with [redacted] at his home the previous evening and admitted she was high at that time as well. The officer made further inquiry about the drug use. She indicated she and [redacted] had injected meth that evening and showed the officer the location on her arm where she had done so. He observed a red mark with a slight bump. She then showed the officer other marks on her arm that were not as distinct.

Ms. [redacted] further indicated that earlier that day they had gone to West Valley City and purchased the meth. They then came back and went to another Smithfield location, of which she did not know the address, and injected meth with yet another ex-parolee and former drug court graduate, [redacted].

Ms. [redacted] stated Mr. [redacted] was nice to her going down to West Valley, but his demeanor later changed and he was not as affectionate when they got back to the house. They got into a verbal argument and she decided to leave. That was when she went to the fire station.

In the officer's opinion, Ms. [redacted] was acting paranoid. A urinalysis was taken, which showed positive for meth. She was arrested for Possession of Meth by Consumption and booked into jail. Robert [redacted] was observed walking in Smithfield and was contacted by police. He was arrested for possession of meth and possession of a dangerous weapon by a restricted person, a large knife.

DEFENDANT'S STATEMENT OF THE OFFENSE

The defendant provided the following written statement regarding circumstances of the offense. All written statements contain the original spelling and grammar.

"I had got back together with my ex the day before the arrest, I relapsed. My ex and I had a verbal argument, the fire station was on the block, I walked to the fire station and asked to use the phone, I explained to them I was upset, scared and high. They called the police, I talked to them and they gave me a urine test which I was positive for meth, they charged me with possesion and took me to jail"

CRIMINAL HISTORY

In February of 2012, she was ordered to probation with PPSI for a criminal trespass and criminal mischief conviction out of the First District Cache County Court. Her probation was revoked and reinstated December of 2012 for failure to comply with counseling. Her probation was revoked and reinstated again in June of 2013 for multiple positive urinalyses, failure to serve jail time as ordered, failure to comply with counseling, and the current charge. The case is still open.

Date	Offense/Location	Disposition
01/24/2000	Drive w/out Reg-w/ Exp Reg-Commercial – MC Failure to Appear – MC Logan City Justice Court Case #[redacted]	Bail Forfeiture 04/03/2000 Bail Forfeiture 04/03/2000
03/16/2000	Drive w/out Reg-w/ Exp Reg-Commercial – MC No Proof of Insurance – MB Failure to Appear – MC Logan City Justice Court Case #[redacted]	Guilty Plea 07/14/2000 Guilty Plea 07/14/2000 Guilty Plea 07/14/2000 Fine *Closed successfully 01/15/2000*
10/22/2004	Disorderly Conduct – MC Davis County Justice Court Case #[redacted]	Guilty 11/05/2004 12 Months court probation **Failed to comply – given another chance 01/07/2006** *Closed successfully 02/14/2006*
01/04/2006	Simple Assault – MB Disorderly Conduct after Req to Stop – MC Clearfield Justice Court Case #[redacted]	Guilty 01/05/2006 Guilty 01/05/2006 18 Months court probation **Failed to comply – given another chance 01/18/2007** *Closed successfully 09/24/2008*
05/30/2008	Failure to Wear Seat Belt – MC No Proof of Insurance – MB	Guilty 02/18/2009 Guilty 02/18/2009
	Fail to Appear on Citation – MB Logan City Justice Court Case #[redacted]	Guilty 02/18/2009 1 Day jail w/ credit for time served
02/15/2009	Using Plates Registered to Another Vehicle – MC No Proof of Insurance – MB Drive on Suspension – MC Box Elder County Justice Court Case #[redacted]	Guilty Plea 03/19/2009 Guilty Plea 03/19/2009 Guilty Plea 03/19/2009 Fine **Failed to comply – fine paidcase closed 02/18/2011**

04/02/2011	Drive on Suspension – MC Mantua Justice Court Case #[redacted]	No Contest 08/30/2011 Fine **Failed to comply – fine paidcase closed 02/03/2012**
04/20/2011	Drive on Suspension – MC Logan City Justice Court Case #115003575	No Contest 06/08/2011 Fine *Closed successfully 08/16/2011*
01/26/2012	Criminal Trespass – MB Criminal Mischief-Human Health or Safety – MB Criminal Mischief-Human Health or Safety – MB First District Court – Cache Case #[redacted]	Guilty 02/06/2012 Guilty 02/06/2012 *Dismissed 02/06/2012* 12 Months probation w/ PPSI 180 Days jail **Probation revoked and reinstated 12/03/2012** **Probation revoked and reinstated 06/10/2013** *Case is still open*
08/20/2013	***Possession or Use of a Controlled Substance – MA*** First District Court – Cache Case #[redacted]	Guilty 08/26/2013 ***Current***

CUSTODY STATUS

The subject spent seven days in jail on this charge and was released on her own recognizance.

LIFE HISTORY AND CURRENT LIVING SITUATION

Ms. [redacted] was born in Clearfield, Utah. Her parents divorced when she was about four years old. Her mother re-married a very short time after the divorce and she lived with her mother and stepfather. They moved to Logan when she was about 12. Her childhood does not produce good or happy memories. Her stepfather was an alcoholic and often became emotionally and physically abusive. At age 14 she became pregnant. She believes this was a quest for the self-worth and love she lacked in the home. A daughter was born who, with the help of family, she raised. At age 16 she became pregnant again by a different boy and had another daughter. The fathers of these two children have never been part of her life after the births of the daughters. At age 18 she moved out and into her own apartment.

In 2001, the defendant married [redacted]. They have been separated since 2011, but still see each other and are hoping to re-unite. They have two daughters together (ages 11 and 14), who live with John. The subject presently resides with her mother in Logan. She indicates that their relationship has recently improved.

The defendant provided the following written statement regarding his childhood and the important events in his life. All written statements contain the original spelling and grammar.

"I was born in Layton, Ut. when I was 12 we moved to Logan Ut. When I was 16 I had two babies. When I was 24I moved to Kaysville got married and had two more babies. We lived their for 7 ½ yrs then moved back. I graduated high school and completed 1 year of medical assisting When I lived in Kaysville. I plan, and am in the process of getting back in school and getting a degree."

"The last three years and my husband and I have had marital distress. However were doing well and Im prety confident we will be getting back together."

PHYSICAL/MENTAL HEALTH

The defendant struggles with some health issues. She has some female problems and stomach problems, including ulcers. She is on medication and may need surgery.

Ms. [redacted] was diagnosed with depression in 2010. Mentally, she feels stressed, but is good overall. Her mental health deteriorates when using drugs. Emotionally, she is struggling at this time, also a risk factor for relapse, but seems focused and determined to make changes. Time and action on her part will tell.

SUBSTANCE ABUSE HISTORY

If true, Ms. [redacted] has a drug history a little different than many in her situation in that it started much later in life. She reports not using alcohol until she was about 32-years old. She states she stayed away from drugs and alcohol in her younger years because she was having children early on. She started to drink with her husband and one summer, at age 32, drank heavily. However, she indicates she does not really care for alcohol and last drank three-years ago.

At age 24, the defendant tried marijuana. Her heaviest use was a year ago when she was using one or two times per week. Over the past 10 years she estimates, on average, using marijuana once or twice per year, most recently being several months ago.

She tried meth for the first time this past spring, when she started a relationship with Robert [redacted] who was released from parole last year. She describes this relationship mostly as a "fun affair" that has become destructive and hurtful. Regarding meth, she stated she "hates it, hates everything about it," and it is not who she is. For about three weeks last spring she was regularly injecting the drug with Mr. [redacted] They quit for a time, but relapsed. She then left Robert and quit again. She went back to see him when this offense occurred, last using the day of her arrest.

Ms. [redacted] was attending the IOP program at Bear River as a condition of her current probation. She has an appointment with them to get back into treatment October 8, 2013. She is also currently attending the MRT program at PPS and should be on about step 6 or 7 by the time of sentencing.

She denies the use of other illegal drugs of any kind.

EDUCATION

The defendant dropped out of the 11th grade due to being pregnant with her 2nd child. She later earned her GED. She has attended some vocational training and would like to pursue certification as a truck driver.

EMPLOYMENT HISTORY

Ms. [redacted]s last job was one and a half years ago at the D.I. She held that job for five months. Her longest job was with Wal-Mart, where she worked for three years. She quit because she moved. Prior to that, she worked at Comfort Inn for two years. She indicates that she has been unemployed in the past year due to health concerns. Her choices have also hampered her ability to find and maintain stable employment.

ECONOMIC STATUS

The defendant reports no income or expenses at this time. She does not own a vehicle and relies on public transportation.

Respectfully submitted,

/s/ Larry Chatterton, 10/2/13
Larry Chatterton
Probation Agent
Professional Probation Services, Inc.

17. In the event of a hearing, the probation officer will testify as to the circumstances of the cases, giving the probationer full opportunity to refute any or all point. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.

PPS court services also include the preparation of and appearance at all probation revocation/ modification hearings. PPS officers will prepare and petition the Court for said hearings upon a defendant's violation of the conditions of probation, detailing the violations, presenting evidence and documentation related to the probationer's performance on probation, and making recommendations as to any possible action to be taken by the Court. PPS will coordinate revocation/modification hearing scheduling with Court staff. Following a revocation or modification by the Court, PPS shall file the original order of revocation or modification with the Court clerk, and will then amend the PPS files, including the OTS file, so that the Court can immediately view the amended sentence and its conditions online. PPS shall then enforce the newly established conditions.

18. Shall comply with all provisions of local, state and federal law.

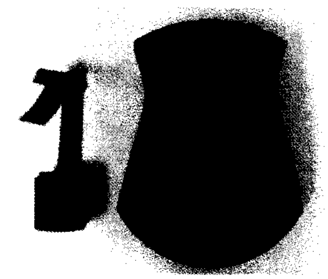
PPS shall comply with this provision.

19. Please line item any and all other services you my offer, including but not limited to
    a. GPS Tracking

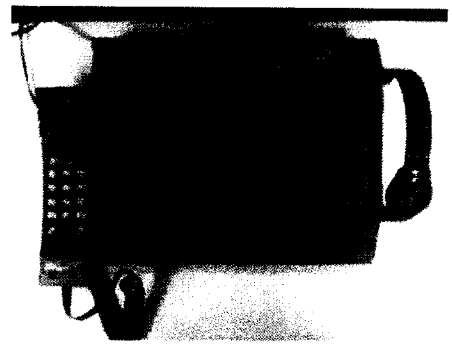
PPS shall comply with all court directives relative to EM vendors. We currently offer the following electronic monitoring programs:

Anklet Electronic Monitoring

PPS offers a standard house arrest/curfew monitor system that requires the defendant to wear an anklet monitored by an RF unit in the offender's home. The defendant is restricted to their residence by the unit which immediately notifies PPS in the event of the defendant leaving their home. The PPS House Arrest Program will maintain and provide accurate status reports, documenting reliably and continuously each offender's departure and return. The scheduling feature allows for the offender to attend work, church, school, or any other scheduled event. Schedule changes can be made upon request at any time upon verification of the need for the schedule change, and upon occasion, approval by the Court. All violations are immediately reported to the Court by way of a delinquency report and monitoring station printout.



Anklet Electronic Monitoring with Breath Alcohol Testing (optional)

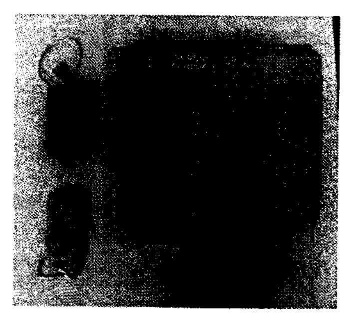


The standard RF monitor can be coupled with a voice verification device which during the voice recognition process, simultaneously takes a breath alcohol sample, and immediately reports the results to the PPS monitoring center.

The Voice Verification Monitoring System

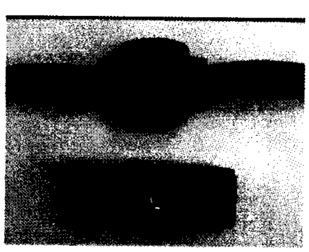
The VVM uses voice recognition and voice recording to eliminate false violations and increase system credibility. This system can also compliment ankle bracelets, provide for fast and easy enrollment, and is economical by not requiring any additional equipment. To utilize the VVM, defendants need only to have a touch-tone phone and are charged according to an as-need basis established by the probation department and the Judge. The PPS monitoring center averages ten calls per 24-hour period.

Domestic Violence Electronic Monitoring and Deterrence



PPS provides electronic monitoring of domestic violence offenders. This state of the art technology allows the victim to have a device in his/her home that will alert and automatically dial "911" if the offender comes within 250 feet of the victim's residence. Additionally, while the victim is away from home he/she carries a portable detection device, no larger than a key chain, which alerts if the offender is within 100 feet.

Global Positioning Satellite Monitoring with Alcohol Detection



PPS offers the very latest in GPS monitoring that is a 100% "Active" monitoring device. The probationer's movements are monitored 24 hours per day, seven days per week, and the activity is archived digitally and can be viewed in real time, not only by our monitoring center, but by our contracted court officials as well. The anklet worn with our GPS unit is tamper and water proof similar to our standard RF unit. PPS can even establish "exclusionary zones" and notify probationers if they approach such a zone as they are being monitored. PPS exclusively offers alcohol testing with its GPS monitor, testing for alcohol with a trans-dermal sensor located in the anklet itself.

In Home Breath Alcohol System

The PPS monitoring host computer automatically calls the participant, giving him/her clear instructions OR the testing schedule loaded into the unit automatically alerts the participant to begin the test procedure. The procedure requires that the participant blow into a disposable straw. Breathe Alcohol Test results are transmitted to the monitoring center host through standard phone lines or by cellular connection. The Home Station also photographs the participant at the time of testing and relays the image to the PPS monitoring center. PPS verifies the photograph with the digital photo taken at sentencing by PPS intake staff, and are used to verify participant identity. Appropriate action is taken if the participant fails the alcohol test, the photos don't match, or the participant fails to comply with breath alcohol testing parameters.

b. Cell Phone Monitoring

Voice Verification Supervision

This supervision equips each offender with a pager. The defendant must call a reporting software program at randomly multiple times per day from a pre-approved phone number- typically the defendant's home or work. The system verifies the number requires the defendant answer a set of questions, and verifies the defendant's voice imprint. All answers and results are transmitted immediately to the PPS probation officer, and all violations are immediately addressed pursuant to SOP.

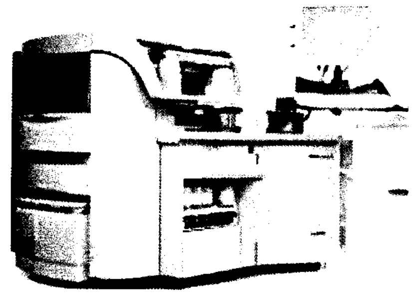
c. Ignition Breathalyzer

PPS refers this service out to local court-approved vendors, establishing electronic communication with said vendors alerting the Court of any violations and taking appropriate action and affecting documentation.

d. Counseling

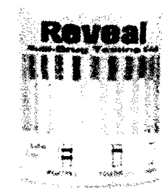
PPS has describes herein many of our in-house rehabilitative programs, and PPS refers offenders to court-approved local therapists, treatment providers, and counseling agencies for evaluations and treatment programs. Additionally, as part of the UHS, PPS offenders also have access, as approved or ordered by the Court, to the largest and best behavioral health facilities in the world, often with the advantage of insurance / third party payers. Some local UHS facilities include Brentwood Behavioral Health in Flowood, MS; Parkwood Behavioral Hospital in Olive Branch, MS; and Gulf Coast Treatment Centers in Fort Walton, FL.

PPS Drug Screen Capabilities offer the Court Lab Verification- in our Office



PPS now features an ***on-site urinalysis lab*** for drug and alcohol screenings utilizing the ADVIA drug screening system by Siemens. This system allows PPS staff to ascertain the use of any illicit substance, including alcohol with accurate and indisputable blood level readings. We can also conduct confirmatory screens for any disputed field tests.

PPS also offers, at a lesser price per screen, field screens for alcohol using the Alcohawk device.



PPS staff members are also certified by the manufacturer to also utilize ASC's REVEAL CUPS for 8 different illicit drugs, which PPS routinely conducts in the field while enforcing conditions of intensive probation.

PPS has developed specific programs designed to promote the probationer's success in completing their court ordered conditions of probation. PPS ensures attendance and compliance with the directives for treatment with all third party agencies and notifies the court of the probationer's compliance or failure.

Teaching Financial Management

Each PPS officer is trained for 8 hours per year in financial management and counseling techniques. This translates into constant positive financial coaching for every offender on our caseload. Probationers are on a monthly and ongoing basis asked to assess the cost of their lifestyle choices, and learn to appreciate the cost of their conviction in real dollars. Monthly budgets for not only fines and fees are established, but for the offender's household as well. The development of a more proficient approach to personal finance is the outcome.

Under the Influence (for adults)

This online course is used in college towns, spring break resorts with out-of-town visitors, and in any community where underage drinking and public intoxication by young adults is a problem. Most of the individuals taking this course are first-offenders and are either in the workplace or going to school.

Alcohol-Wise JV (for juveniles)

This online alcohol education course is for teens 17 and younger charged with an underage drinking violation. Alcohol-Wise JV is a sensible option to the classroom-based alcohol education classes offered in many communities. A number of research studies suggest that aggregating young drinkers into a group may actually have a detrimental effect on participants. Peer pressure is also evident when groups of teens get together in these classes.

Marijuana 101

Marijuana 101 is offered by courts as a sanction for misdemeanor marijuana or drug paraphernalia. Lesson topics explore the impact of marijuana use on personal health, workplace safety, academic performance, future earnings, driving under the influence, and social behavior. The course offers guidelines to help individuals who want to move away from marijuana use.

STOPLifting.com

STOPLifting.com is an online education course designed specifically for shoplifters. The purpose of the course is to provide facts about shoplifting, personalized feedback to the student taking the course, and skills training to help the shoplifter change their attitude and behavior about the crime of shoplifting.

STOPLifting.com is a unique online theft education course. The course is written in a motivational interviewing style and incorporates many of the brief intervention techniques used in 3rd Millennium's alcohol and drug education courses. STOPLifting.com is made up of 5 lesson modules and can be completed in about 3 hours. We offer an adult and juvenile version of this course.

Parent Alcohol and Drug Education Course (Parent-Wise)

An online alcohol & drug education course for parents. The course is made up of 4 lesson modules and can be completed in less than one hour. The parent can also log in and out of the 15 minute lesson modules if time is a factor. Research studies clearly show that parent involvement contributes to a significant decrease in alcohol and drug-related consequences for their child. Parent-Wise includes current alcohol & drug information and helps parents have an informed conversation with their teen. In Parent-Wise, we offer guidelines to help establish talking points, boundaries, and a stronger relationship with their child. Parent-Wise is available in both English and Spanish.

Now What?

This program is a probationer's guide to cognitive restructuring, by William H. Dodd. This workgroup guides the user in a journey of developing new and effective habits that lead to life improvement, self-reliance, and law abiding behavior.

Gang Deterrent/Youthful Offender Workshop

A five week class of ten 1.25 hour sessions covering the nature of addiction and effects of alcohol, as well as the following topics: What has my offense cost me and others?; Assertiveness training; How to say "no"; career counseling; goal setting; boundary setting; and relationship skills. The course emphasizes how gang involvement accelerates the deterioration of opportunities for young people with real life examples.

Courageous Parenting

This 3 hour workshop is designed to help parents face the challenges that come with being effective parents or guardians. Participants will be given proven tools for developing character in children, increasing motivation, using creative discipline to change destructive behavior, facing challenges in school, and communicating effectively.

B. MISDEMEANOR PROBATION SERVICES COST SUMMARY

To follow is our proposed fee schedule. All fees are paid by the offender, and only for court-ordered participation.

Basic Probation Supervision	**$40.00 per month; NO SET UP FEE**
Pay Only Supervision	**$0.00 –First Month, $35.00 Thereafter; NO SET UP FEE**
Intensive Probation Supervision	**$50.00 per month with field visits; NO SET UP FEE**
Indigent Supervision	**$0.00 – As Ordered by the Court; NO SET UP FEE**
City Ordinance Enforcement Supervision	**$45.00 Per Month; NO SET UP FEE** PPS supervises defendants accused of environmental violations (junk cars, neglected properties, etc.) and ensures compliance by regularly visiting and digitally documenting the continued violation or compliance. The court may view the PPS digital photographs and field notes on line.
Pre-Trial Supervision / Diversion	**LEVEL ONE ($40.00 per month)** Defendants are required to ***report to a PPS location once weekly***, submitting to a urinalysis, and breath test. Screens are included in the fee. **LEVEL TWO ($10.00 per day)** Defendants are monitored with the PPS anklet monitor which enforces ***house arrest and curfew*** on a set schedule. The monitoring unit also screens the defendant for alcohol use and reports results immediately. Defendants also must ***report weekly to a PPS office*** location and submit to drug screens (included in fee). **LEVEL THREE ($11.00 per day)** Defendants are monitored ***24/7 by global positioning satellite with trans-dermal alcohol detection*** (GPS). PPS requires a ***face to face visit with each defendant*** at our office location twice monthly and can administer drug screens.

Bench Warrant Collections	**20% of monies recovered** We use our nationwide network of offender data, search engines, the latest technology, investigation, phone calls and letters to contact your delinquent and bench warrant cases. We then obtain compliance by accepting payment in full, or allowing the offenders to make monthly installments in person at our offices, on the web, or by mail.
Cognitive Restructuring Course "Now What Course"	**$65.00**
Under the Influence (for adults)	**$75.00**
Alcohol-Wise JV (for juveniles)	**$75.00**
Marijuana 101	**$75.00**
STOPLifting.com	**$75.00**
Parent Alcohol and Drug Education Course (Parent-Wise)	**$75.00**
Courageous Parenting	**$75.00**
Electronic Monitoring	**Anklet Monitoring- RF** with Curfew Enforcement and Voice Verification **($7.00 per day)** **Anklet Monitoring** with Curfew Enforcement, Voice Verification, and **Remote Breath Alcohol Testing ($9.25 per day)** **Random Alcohol Monitoring ($8.00 per day)** **Active GPS** Monitoring with Exclusionary Zone and Continuous Trans-dermal Alcohol Testing **($10.25 per day)**
6 Panel Drug Screen	**$15.00** PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, and Alcohol.
Laboratory Urinalysis	**$25.00** PPS staff are certified by the manufacturer to screen on-site for THC, Cocaine, Methamphetamines, Opiates, Alcohol, and many other substances, resulting on confirmatory blood level content readings.

Restitution Collection - Direct Disbursement to Victim	**No Cost**
Court and On-Line Access to the PPSI Offender Management Computer Program	**No Cost** for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	**No Cost** to any of our more than 40 nationwide locations
Domestic Violence Workshop	**$25.00** per session
Anger Control Workshop	**$25.00** per session
Youthful Offender Workshop	**$25.00** per session
Resume and Interview Skills Development with Job Placement Assistance	**No Cost**
Indemnification of the Court, and Naming Court as Additional Insured	**No Cost** – Professional and General Liability

Motion made by **Councilman Colledge** to approve the contractor based on verifying the bids documents met all Mississippi State laws. Motion seconded by **Councilman Vaughan** and unanimously carried.

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

ORDER NUMBER 148-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with DRC Emergency Services, LLC for disaster-related debris removal in the event of a declared disaster is hereby approved.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha D. Abell, City Manager

From: Patty Huffman, Grants and Projects Manager

Thru: Chandra Nicholson, Planning and Economic Development Director

Date: June 24, 2014

Subject: City Council Selection of a Pre-Event Contractor for Disaster-Related Debris Removal

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REQUEST:
City Council action is requested to approve a pre-event contractor for Disaster-Related Debris Removal.

DISCUSSION:
In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal services in the event that such services are needed. State and Federal procurement laws were followed in soliciting these proposals. The RFP was publicized on May 25th and June 1, 2014. The deadline to submit proposals was June 19, 2014. Four proposals were received and reviewed.

RECOMMENDATION:
City staff reviewed the proposals on June 24, 2014, and after due consideration recommends **DRC Emergency Services, LLC** of Mobile, Alabama for Pre-Event Disaster-Related Debris Removal Services. This recommendation is based on the required qualifications and the lowest price submitted for a range of services including general debris removal, leaning tree/ hanging limb vegetative debris removal, and a 70-hour push immediately after a storm. A summary of the total amounts proposed based on charts with sample quantities is listed below.

Debris Removal Contractors	Price
1) DRC Emergency Services, LLC	$193,370.00
2) Hensley Lee Contracting, Inc.	$194,523.00
3) Crowder Gulf	$212,305.00
4) Phillips & Jordan, Inc.	$295,070.00

For additional information on the above proposals, see the attached Bid Tabulation Summary.

City staff recommends approval of the above firm (**DRC Emergency Services, LLC**) as the most experienced, qualified and capable firm for this project at the lowest price. The City Council may:

1. Authorize selection of the recommended contractor for Debris Removal Services; or
2. Authorize selection of a contractor other than the City staff recommendation.

ATTACHMENTS:
Debris Removal Bid Tabulation Summary

BIDDER'S SCHEDULE - Summary Sheet

CONTRACT FOR DEBRIS REMOVAL IN PREPARATION FOR HURRICANE/DISASTER DEBRIS

PAY ITEM NO.	DESCRIPTION	TOTAL Hensley Lee Contr.	TOTAL Crowder Gulf	TOTAL DRC Emergency Svc.	TOTAL Phillips & Jordan
		311 Acorn Lane Picayune, MS 39466	5435 Business Pkwy Theodore, AL 36582	740 Museum Dr. Mobile, AL 36608	10201 Parkside Dr. Suite 300 Knoxville, TN
1-4	General Debris Removal - Subtotal from sheet 3-1	$86,122.00	$149,500.00	$77,250.00	$176,750.00
5-15	Leaning Tree/Hanging Limb Vegetative Debris Removal - Subtotal from sheet 3-2	$26,876.00	$18,765.00	$37,770.00	$42,900.00
16-30	70 Hour Push (Subtotal from sheet 3-3)	$81,525.00	$44,040.00	$78,350.00	$75,420.00
	Total all items - Not to Exceed Fee	**$194,523.00**	**$212,305.00**	**$193,370.00**	**$295,070.00**

Fee listed is not to be exceeded, unless written authorization is provided by City of Gautier. After notice of award, upon notice of work assignment, Contractor is to provide a payment and performance bond for the Not to Exceed Fee listed for all pay items (1-15).

*There is no guarantee that any work assignments will be issued under this contract. The quantities listed are only for the purpose of comparing proposals and setting a maximum fee. There will be no adjustment of unit prices based on the quantity of work completed. There will not be any annual adjustments of rates, as rates provided will be valid until contract expires or is terminated.

All items must be bid by Contractor, or bid will be considered Non-conforming.

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

ORDER NUMBER 149-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that an agreement with Thompson Consulting Services for debris removal monitoring services in the event of a declared disaster is hereby approved.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

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MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha D. Abell, City Manager

From: Patty Huffman, Grants and Projects Manager

Thru: Chandra Nicholson, Planning and Economic Development Director

Date: June 24, 2014

Subject: City Council Selection of a Pre-Event Contractor for Disaster-Related Debris Removal Monitoring

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REQUEST:
City Council action is requested to approve a pre-event contractor for Disaster-Related Debris Removal Monitoring services.

DISCUSSION:
In an effort to be prepared for future disasters, City staff advertised a Pre-Event Request for Proposals from qualified contractors to perform Disaster-Related Debris Removal Monitoring Services in the event that a disaster requires the services of a debris removal contractor. Monitoring would then be required to ensure compliance with FEMA and MEMA regulations. State and Federal procurement laws were followed in soliciting these proposals. The RFP was publicized on May 25th and June 1, 2014. The deadline to submit proposals was June 19, 2014. Four qualified proposals were received and reviewed by the Selection Committee.

RECOMMENDATION:
A selection committee comprised of city staff convened on June 24, 2014, and after due consideration recommends **Thompson Consulting Services of Moss Point, MS** for Disaster-Related Debris Removal Monitoring Services in the event of a declared disaster. This recommendation is based on average scores from the Rating and Ranking Committee using the evaluation criteria listed in the RFP instructions. These criteria included: Project Approach, Experience of the Firm, Personnel Qualifications, Office Location, and Fee Table. A list of the applicants and their average scores are summarized below:

Debris Removal Monitoring Firm	Committee Average Score (100 max.)
1) Thompson Consulting Services (Moss Point)	92.1
2) Volkert, Inc. (Mobile, AL)	76.1
3) Pickering Firm, Inc. (Biloxi)	68.6
3) Witt/O'Brien's (Slidell, LA)	67.6

City staff recommends approval of the above firm **(Thompson Consulting Services)** as the most experienced, qualified and capable firm for this project. The City Council may:

1. Authorize selection of the recommended contractor for Pre-Event Debris Removal Monitoring Services; or
2. Authorize selection of a contractor for Pre-Event Debris Removal Monitoring Services other than the City staff recommendation.

ATTACHMENTS:
Consultant Selection Committee Recommendation for Disaster Removal Monitoring

**RECOMMENDATION OF
CONSULTANT SELECTION
COMMITTEE**

RE: Pre-Event Disaster Debris Removal Monitoring Services

The following proposals were received in the Purchasing Agent's Office no later than **2:00 p.m. on Thursday, June 19, 2014**. The Consultant Selection Committee met on **June 24, 2014** to review the proposals received from the following firms and/or individuals:

1. Thompson Consulting Services
2. Pickering Firm, Inc.
3. Volkert
4. Witt/O/Brien's

Each Committee member assigned points to each firm's proposal based on the content of the proposal. These points were then averaged for a combined average total score. The firm receiving the highest number of points is deemed by this Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to **Thompson Consulting Services**. The firms that were evaluated are listed in order of the points assigned.

Firm	Average Score-Project Approach (15 pts.)	Average Score-Firm Experience (40 pts.)	Average Score-Staff Qualifications (25 pts.)	Average Score-Office Location (10 pts.)	Average Score-Fee Table (10 pts.)	Combined Average Total Score (100 max.)
Thompson Consulting	14.0	36.4	23.6	9.4	8.7	**92.1**
Volkert, Inc.	11.2	30.6	19.8	7.2	7.3	**76.1**
Pickering Firm	10.0	28.0	17.8	9.0	3.8	**68.6**
Witt/O'Brien's	13.8	25.8	15.0	5.8	7.2	**67.6**

Chandra Nicholson

Consultant Selection Committee, Chair

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

ORDER NUMBER 150-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Brown, Mitchell & Alexander, Inc. for I-10/Highway 57 Area Planning Study is hereby approved.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Chandra Nicholson, Economic Development and Planning Director

Date: June 23, 2014

Subject: Revised Professional Services Agreement for Planning and Related Services-Brown, Mitchell & Alexander, Inc. for the I-10/Highway 57 Area Study

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REQUEST:

The Economic Development & Planning Department requests authorization to enter into a revised Agreement with Brown, Mitchell & Alexander, Inc. to perform planning and related services for the I-10/Highway 57 Area Study. The study will not exceed $80,000 and grant funding/local match will be an 80/20 split.

BACKGROUND:

City Council originally approved this agreement on April 1, 2014, contingent on MDOT review and approval. MDOT has since reviewed the agreement and made several revisions to the language and terminology regarding the project scope. Revisions are highlighted on the attached contract. The fee was not modified.

RECOMMENDATION:

City staff recommends that City Council reauthorize entering into the attached revised professional services agreement with Brown, Mitchell & Alexander, Inc. with the revisions specified by MDOT.

The City Council may:

1. Authorize entering into the revised professional services agreement as submitted, contingent on MDOT final approval; or
2. Authorize entering into the revised professional services agreement with further revisions, contingent on MDOT final approval; or
3. Disapprove entering into the revised professional services.

ATTACHMENT(S):

Brown, Mitchell & Alexander Professional Services Agreement (Revised)

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Gautier I-10 / Highway 57 (North-East) Master Plan
Jackson County, Mississippi

THIS CONTRACT, is made and entered into by and between the ***City of Gautier, Mississippi***, a body Politic of the State of Mississippi (the "LPA"), and, ***Brown, Mitchell & Alexander Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is **521 34th Street, Gulfport, MS 39507,** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm to provide preliminary engineering for Master Planning Services of transportation corridors for the area: North of Interstate 10; East of Highway 57; West of the Sandhill Crane Refuge; and South of the City Limits of Gautier, Jackson County, hereinafter called the "PROJECT"; and

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until December 31, 2016, 12 Midnight, CDT, at which time this CONTRACT shall absolutely and finally terminate.

Comment [BS1]: Date Added

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

ARTICLE IV. TIME OF PERFORMANCE

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

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT’s Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is “FINAL”. The LPA will confirm that the CONTRACT is ready to be closed and the “FINAL” Invoice may be paid. All “FINAL” invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their “FINAL” invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

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

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

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

Comment [BS2]: Contract Language re-inserted

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

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

Comment [BS3]: Contract Language re-inserted

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

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

Comment [BS4]: Contract Language re-inserted

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT’s (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative

Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

LPA:

For Contractual Matters:
City of Gautier
Samantha D. Abell
City Manager
3330 Highway 90
Gautier, MS 39553

(228) 497-8000 (office)
(228) 238-2691 (cell)
Email: sabell@gautier-ms.gov

For Technical Matters:
City of Gautier
Ms. Chandra Nicholson, P.E.
Director of Economic Development & Planning
3330 Highway 90
Gautier, MS 39553

(228) 497-1878 (office)
(228) 228-806-1285 (cell)
cnicholson@gautier-ms.gov

CONSULTANT:

For Contractual Matters:
Brown, Mitchell & Alexander, Inc.
Dax Alexander, P.E.
Principal
521 34th Street
Gulfport, MS 39507

(228) 864-7612
(228) 864-7676 Fax

email: dax@bmaengineers.com

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

P.E. #14208

For Technical Matters:
Brown, Mitchell & Alexander, Inc.
Benjamin Smith, P.E.
Project Engineer
521 34th Street
Gulfport, MS 39507

228) 864-7612
(228) 864-7676 Fax

email: ben@bmaengineers.com

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

P.E #18333

ARTICLE XXVI. AUTHORIZATION

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

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

CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI

____

Samantha D. Abell, City Manager

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

BROWN, MITCHELL & ALEXANDER, INC.

BY:_______________________________

Dax Alexander, P.E., President

ATTEST:___________________

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

LIST OF EXHIBITS

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

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

BROWN, MITCHELL, & ALEXANDER, INC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Dax B. Alexander, P.E., is President of Brown, Mitchell & Alexander, Inc. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: ______________________________

TITLE: ______________________________

DATE: ______________________________

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _______ day of __________________, 2014, within my jurisdiction, the within named Dax B. Alexander, P.E., who acknowledged that he is President of Brown, Mitchell & Alexander, Inc., 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 to do so.

____
Notary Public

My Commission Expires: Printed Name of Notary:

________________________________ __________________________________

EXHIBIT 1-B

EVIDENCE OF AUTHORITY

CITY OF GAUTIER
JACKSON COUNTY, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Samantha D. Abell, is City Manager of the City of Gautier, Jackson County, Mississippi. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

____________________	________________________________
Date	Samantha D. Abell, City Manager City of Pascagoula, MS

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _______ day of __________________, 2014, within my jurisdiction, the within named Samantha D. Abell, who acknowledged that she is the City Manager of the City of Gautier, Jackson County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

	________________________________
	Notary Public
My Commission Expires:	Printed Name of Notary:
________________________________	________________________________

EXHIBIT 2

Scope of Work

NorthEast Quadrant of I-10 / HIGHWAY 57 MASTER PLAN
GAUTIER, MISSISSIPPI

Comment [BS5]: Exhibit 2 re-worked per MDOT comments

GENERAL DESCRIPTION:

The CONSULTANT shall perform a planning study of the land area inside the City of Gautier generally depicted on the attached project map, also being described as the area in the North – East Quadrant of the intersection of Interstate 10 and Highway 57 to determine what infrastructure improvements could be made to support anticipated commercial development.

Comment [jaj6]: Is there an idea of what kind of land use this quadrant will provide? The land us will determine the amount of trips generated for the local roads. The ITE Trip Generation Manual would be helpful for this.

Response: Currently the proposed land use is commercial and residential use. Current plans are in the works for a Medical Complex which has generated a great deal of speculative interest from numerous developers.

Comment [jaj7]: Be sure to reference the use of MDOT's Access Management Manual as a part of the study when developing the future local transportation network if the local network affects the state transportation system in any way (use of frontage roads, adding lanes to off/on ramps, affecting flow of traffic on I-10 and/or SR 57, etc.). The access management manual can be found online here.

Response: AMM will be used. The initial idea is to use the planned access point from SR 57 and suggest any necessary improvements to that point, including review of opportunities to link the proposed network to another planned access point.

SERVICES TO BE PERFORMED BY THE CONSULTANT

The CONSULTANT shall perform the services indicated below:

PHASE A: ENGINEERING AND PLANNING STUDY

Part 1 COLLECT AND ANALYZE EXISTING ROADWAY CONDITIONS
Part 2 PERFORM TOPOGRAPHIC SURVEY AND BOUNDARY SURVEYS
Part 3 PERFORM WETLAND MAPPING
Part 4 DEVELOP MASTER PLAN FOR LAND USE AND LOCAL TRANSPORTATION NETWORK
Part 5 DEVELOP MASTER DRAINAGE PLAN
Part 6 DEVELOP PRIORITY SCHEDULE FOR TRANSPORTATION NETWORK
Part 7 DEVELOP CONCEPTUAL DESIGN FOR TOP PRIORITY ROADWAY SEGMENTS
Part 8 PREPARE OPINIONS OF COSTS FOR INFRASTRUCTURE IMPROVEMENTS
Part 9 PREPARE REPORT OUTLINING PROPOSED IMPROVEMENTS

Specific work for each Part of PHASE A is presented below. References in the document to LPA shall mean the City of Gautier. FHWA shall mean the Mississippi Division of the Federal Highway Administration. MDOT shall mean the Mississippi Department of Transportation.

Part 1 COLLECT AND ANALYZE EXISTING ROADWAY CONDITIONS

Develop an inventory of existing public improvements including roads/streets, rights-of-way, and water and sewer facilities in the study area.

Part 2 PERFORM TOPOGRAPHIC SURVEY AND BOUNDARY SURVEYS

Provide topographic and boundary surveys as needed for future local roadway network layout and conceptual designs. All land survey work will be based on the MDOT Survey Manual, as noted below.

The boundary survey work will aid in determining the most practical and efficient ways to plan the rights-of-way for proposed roadway improvements described in Part 4.

Part 3 PERFORM WETLAND MAPPING

Provide Wetland Mapping and Delineations as necessary to aid in the development of the land use plan and to determine what permitting requirements may be necessary. An overall wetland inventory map will be created based on currently available digital information. As noted on EXHIBIT _, a detailed field delineation will be performed for the area the LPA anticipates will be developed in the near future. *The study does not include any additional natural resource assessments. In the final report, we will document to the LPA, other suggested assesments they consider prior to development of any specific project.*

Part 4 DEVELOP MASTER PLAN FOR LAND USE AND LOCAL TRANSPORTATION NETWORK

Develop a land use plan for the study area. Land uses will be assumed based on information obtained from sources, including site plans from currently proposed commercial development, the City's long range plan, and prospective developments the City is negotiating with private groups. Traffic projections necessary to aid in development of proposed roadway improvements will be based on resources such as the *ITETrip Generation Manual.*

Initial traffic data will be supplied by Gulf Regional Planning Commission and any other available existing information available to the Consultant. Traffic projects will be provided, as part of the study.

The study does not include analysis for Highway 57 and assumes that no additional connections to Highway 57 will be considered, except those currently proposed by MDOT's SR 57 plans. At any time, during this study, should additional access points need consideration, the scope would need to be adjusted at the LPA's request. It should be noted that all access points are controlled by MDOT's Access Management Manual.

Part 5 DEVELOP MASTER DRAINAGE PLAN

Develop plan for management of stormwater improvements to support proposed transportation network improvements and proposed development tracts

Part 6 DEVELOP PRIORITY SCHEDULE FOR TRANSPORTATION NETWORK

Once the future local roadway network is finalized, further analysis will be completed to determine future roadways project segments based on anticipated needs. A priority list will be provided that will also provide justifications for all priorities.

Part 7 DEVELOP CONCEPTUAL DESIGN FOR TOP PRIORITY ROADWAY SEGMENTS

Once the priority list is completed, as noted in Part 6, roadway design will be further developed to aid the LPA in determining more specific costs for the Top 2 priority roadways. The Conceptual design includes:

- Horizontal / Vertical alignment plans
- Detailed roadway cross sections
- Earthwork estimates
- Drainage improvements
- Map of anticipated ROW needs

Part 8 PREPARE OPINIONS OF COSTS FOR INFRASTRUCTURE IMPROVEMENTS

Develop an opinion of costs for all planned infrastructure improvements. For the road improvements develop in Part 7, cost opinions will be based on a more detailed development of plans. For all other improvements, cost opinions will be based on a more broad set of assumptions based on CONSULTANTS experience in development similar projects.

Part 9 PREPARE REPORT OUTLINING PROPOSED IMPROVEMENTS

Once all other parts of the study are complete and the LPA has sufficient information for the study area, CONSULTANT will prepare a report summarizing the activities outlined in the study and provide all exhibits, opinions of costs and other pertinent information.

Once complete, the CONSULTANT will provide the LPA with the following deliverables:

- Three (3) hard copies, each, of all reports, exhibits and maps produced.
- PDF versions of all reports, exhibits and maps produced

GENERAL REQUIREMENTS:

I. Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and

   Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT"s fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at **187.20** % **(**FCCM: **0.23 %**) of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was *established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.*

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be **$ 7,881.06** , which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **$ 80,011.96** (Total of all Charges) without the prior written consent of both parties.

Comment [BS8]: Adjusted fee to account for correct mileage rate.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant	Total
$65,675.52	$804.00	$ 7,881.06	$ 52.60	$5,598.79	$80,011.96

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED______________________________, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN___________ COUNTY, HIGHWAY______.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	$	$	$
* PAYROLL ADDITIVE (less FCCM)	$	$	$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	$	$	$
PAYROLL ADDITIVE w/ FCCM only	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$
AMOUNT DUE THIS INVOICE:	**$**	**$**	**$**

NOTE:
1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 000000-000000LPA
County ________________

Employee and Classification	Current Rate of Pay	Current Period Hours	Previous Period Costs	Current Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00	0.00
Payroll Additives (minus FCCM)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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

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

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

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

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

SO CERTIFIED this _____ day of ____________, 20____.

BROWN, MITCHELL & ALEXANDER, INC.

BY: ________________________________

Dax Alexander, P.E., President

ATTEST: __________________

My Commission Expires: ____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

(a) employ or retain, or agree to employ or retain, firm or person, or

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

SO CERTIFIED on the ______day of _________, 20____.

LPA: CITY OF GAUTIER
JACKSON COUNTY, MS

____

Samantha D. Abell, City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

_____________170798_________________________
EEV***** Company Identification Number [Required]

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

BY:____ ______________________________
Authorized Officer or Agent Date

_____Dax Alexander, P.E._____ President, Brown, Mitchell & Alexander, Inc.
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of ______________________, 2014.

____
NOTARY PUBLIC
My Commission Expires: __________________

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

COST BREAKDOWN

GAUTIER PLANNING SERVICES
INTERSTATE 10 @ HIGHWAY 57
GAUTIER, MISSISSIPPI

PHASE A - ENGINEERING STUDY

BROWN, MITCHELL & ALEXANDER, INC.:

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
PRINCIPAL ENGINEER	20	44.71	$894.20
PROJECT ENGINEER IV	136	38.46	$5,230.56
PROJECT ENGINEER III	80	34.62	$2,769.60
PROJECT ENGINEER I	60	28.85	$1,731.00
CADD MANAGER	54	25.96	$1,401.84
CADD TECHNICIAN II	112	24.50	$2,744.00
REG LAND SURVEYOR	48	30.24	$1,451.52
3-MAN SURVEY CREW	80	46.92	$3,753.60
SURVEY CREW CHIEF	8	16.40	$131.20
ADMINISTRATIVE	120	23.00	$2,760.00
SALARY COSTS			$22,867.52
OVERHEAD @ 187.20%	(2012 Audited Rate)		$42,808.00
TOTAL LABOR			$65,675.52
12% FIXED FEE			$7,881.06
FCCM @ 0.23%			$52.60
SUBTOTAL			$73,609.17

DIRECT COSTS:

Mileage	400 miles @ .56	$224.00	
Communications	0 mins @ .20	$0.00	
Repro/printing	2000 copies @ .20	$400.00	
Postage/Overnight	5 UPS @ $20	$100.00	
Field Supplies		$80.00	
TOTAL - DIRECT COSTS			**$804.00**

Comment [BS9]: Corrected mileage rate

TOTAL FEE - BROWN, MITCHELL &ALEXANDER, INC. **$74,413.17**

SUBCONSULTANTS:
BMI Environmental Services, LLC

TOTAL - SUBCONSULTANTS **$5,598.79**

TOTAL FEE - PHASE A (ENGINEERING STUDY) **$80,011.96**

COST BREAKDOWN

GAUTIER PLANNING SERVICES
INTERSTATE 10 @ HIGHWAY 57
GAUTIER, MISSISSIPPI
SUBCONSULTANT: BMI ENVIRONMENTAL SERVICES, LLC

PHASE A - WETLANDS DELINEATION FOR ENGINEERING STUDY

BMI ENVIRONMENTAL SERVICES, LLC

Classifications	Estimated Manhours	Hourly Rates	Total per Classification
SR ENVIRONMENTAL SCIENTIST	40	60.00	$2,400.00
ENVIRONMENTAL SCIENTIST	20	21.20	$424.00

SALARY COSTS			$2,824.00
OVERHEAD @ 75%	(2012 Audited Rate)		$2,118.00
TOTAL LABOR			$4,942.00
12% FIXED FEE			$593.04
FCCM @ 0.00%			$0.00
SUBTOTAL			$5,535.04

DIRECT COSTS:

Mileage	125 miles @ .51	$63.75	
Communications	0mins @ .20	$0.00	
Repro/printing	0 copies @ .20	$0.00	
Postage/Overnight	0 UPS @ $20	$0.00	
Field Supplies		$0.00	
TOTAL - DIRECT COSTS			**$63.75**

TOTAL FEE - BMI ENVIRONMENATL SERVICES, LLC	**$5,598.79**

COST BREAKDOWN BY TASKS

Comment [BS10]: New Sheet – Created Cost Breakdown

GAUTIER PLANNING SERVICES
INTERSTATE 10 @ HIGHWAY 57
GAUTIER, MISSISSIPPI

PHASE A - ENGINEERING STUDY

BROWN, MITCHELL & ALEXANDER, INC.:

Scope of Work	Estimated Percent of Fee	Estimated Fee
Part 1 Collect and Analyze Existing Roadway Conditions	5%	$3,950.00
Part 2 Master Wetlands Delineations	7%	$5,598.79
Part 3 Develop Concept Alignments of Future Local Transportation Network	20%	$15,840.00
Part 4 Prioritize Future Roadway Construction	20%	$15,840.00
Part 5 Topographic and Boundary Surveys	25%	$19,800.00
Part 6 Develop Drainage Master Plan	5%	$3,960.00
Part 7 Develop Conceptual Design for Top Priority Roadway Segments	8%	$6,319.17
Part 8 Prepare Opinions of Probable Costs	5%	$3,950.00
Part 9 Prepare Report Outlining Proposed Improvements	5%	$3,950.00
Subtotal	100%	$79,207.96
Plus Direct Costs		~~$784.00~~ 804.00
TOTAL FEE - PHASE A (ENGINEERING STUDY)		~~$79,991.96~~ 80,011.96

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

ORDER NUMBER 151-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise seeking a qualified professional services provider required by the Environmental Protection Agency's 2014 Brownfields Assessment Grant.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants & Projects Manager

Through: Chandra Nicholson, Economic Development and Planning Director

Date: June 24, 2014

Subject: Advertisement for Professional Services for Brownfields Assessment Project

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REQUEST:

The Economic Development & Planning Department requests authorization to advertise for a Contractor needed for Professional Services related to the City's 2014 Brownfields Assessment Grant from the Environmental Protection Agency (EPA).

BACKGROUND:

The City of Gautier received notification from the EPA on May 28, 2014 that Gautier was selected as one of the entities to be awarded a cooperative agreement for two Brownfields assessment grants ($200,000 for hazardous substances and $200,000 for petroleum). Professional services will be required for completing an inventory of sites, conducting Phase I and Phase II Assessments, and preparing Quality Assurance Project Plans (QAPPs) as well as Analyses of Brownfield Cleanup Alternatives (ABCA's). The period of performance for this grant is from October 1, 2014 through September 30, 2017. EPA recommended that grantees start the Request for Qualifications process now in order to have a Contractor in place by the start of the grant period.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize advertisement for professional services related to the City's Brownfields Assessment Project.

The City Council may:

1. Approve advertising for professional services as described above; or
2. Disapprove advertising for professional services.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 152-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Peoples Bank is hereby approved as a depository for FY 2014 - 2015 for the following accounts: Meter deposit, Unemployment and Travel.

IT IS FURTHER ORDERED that Hancock Bank will remain the lead depository for the City retaining of 52% of funds with Merchants and Marine Bank receiving 48%.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

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MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: June 24, 2014

Subject: The Peoples Bank

REQUEST:

City Council authorization is requested for the City to retain The Peoples Bank for the City's meter deposit, unemployment fund and the travel account fund for bank depository FY 2014-2015. Hancock Bank will continue to be the lead depository for the City however, there will be a split between Hancock Bank and Merchants and Marine Bank. Hancock Bank will retain 52% and Merchants and Marine Bank will receive 48%.

BACKGROUND:

Every two years the City must approve bank depositories. Hancock Bank currently is the City's lead depository. Remaining funds are split between Hancock Bank and Merchants & Marine Bank. Hancock Bank retains 52% and Merchants and Marine Bank receives 48%. The Peoples Bank will retain its' current status. The request for proposal specified that the City desires a variable interest rate, not fixed, for the most competitive savings rate. The City has utilized same depositories with varying services for more than 10 years.

RECOMMENDATION:

The City Council Shall:

1. Authorize The Peoples Bank to retain its' current status and authorize the City Manager and City Clerk to execute and any all documents necessary.

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

ORDER NUMBER 153-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the nunc pro tunc FY 2013 Municipal Audit for June 30, 2014 is hereby approved.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER, MISSISSIPPI
AUDITED FINANCIAL STATEMENTS
For the Year Ended September 30, 2013

CITY OF GAUTIER, MISSISSIPPI
MUNICIPAL OFFICIALS
For the Year Ended September 30, 2013

OFFICIALS

Mayor	Gordon Gollott

CITY COUNCIL

Councilwoman	Mary Martin
Councilman	Johnny Jones
Councilman	Hurley Ray Guillotte
Councilman	Casey Vaughn
Councilman	Charles Anderson
Councilman	Adam Colledge

DEPARTMENT HEADS

City Attorney	Robert Ramsay
City Manager	Samantha Abell
City Clerk	Cindy Russell
Police Chief	Dante Elbin

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MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT
4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

I have audited the accompanying 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, as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinions.

Summary of Opinions

Opinion Unit	Type of Opinion
Governmental Activities	Qualified
Business-Type Activities	Qualified
General Fund	Unmodified
Capital Projects Funds	Unmodified
Water & Sewer Fund	Unmodified
Solid Waste Fund	Unmodified
Aggregate Remaining Fund Information	Unmodified

Basis for Qualified Opinions on Government-Wide Financial Statements and Proprietary Funds Financial Statements and Capital Assets Note to the Financial Statements

Because of the inadequacy of accounting records for the fiscal year ended September 30, 2013, that relate to the fixed assets, accumulated depreciation and depreciation expense, I was unable to form an opinion regarding those amounts and net assets invested in capital assets, net of related debt, for the Government-Wide Financial Statements, which includes amounts at which property and equipment and accumulated depreciation, and the amount of depreciation expense for the year then ended, as outlined in the Capital Assets Note to the Financial Statements, are recorded in the accompanying balance sheet at September 30, 2013, and the Proprietary Funds Financial Statements which includes amounts at which property and equipment and accumulated depreciation, and the amount of depreciation expense for the year then ended, as also outlined in the Capital Assets Note to the Financial Statements, are recorded in the accompanying balance sheet at September 30, 2013. As a result, I was unable to form an opinion on the respective net assets to which these balances are related.

Qualified Opinions

In My opinion, except for the effects of the matter described in the "*Basis for Qualified Opinions on Government-Wide Financial Statements and Proprietary Funds Financial Statements and Capital Assets Note to the Financial Statements*" paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the City of Gautier, Mississippi, as of September 30, 2013, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions

In my 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, the General Fund, the Capital Projects Fund, the Water & Sewer Fund, the Solid Waste Fund, and the aggregate remaining fund information of the City of Gautier, Mississippi, as of September 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters
Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

I have audited the financial statements of City of Gautier as of and for the year ended September 30, 2013, and have issued my report thereon dated June 30, 2014, which contained an unmodified opinion on those financial statements. My audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In My opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Required Supplementary Information

Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by 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. My opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, I have also issued my report dated June 30, 2014 on my consideration of the City of Gautier's internal control over financial reporting and on my 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's internal control over financial reporting and compliance.

Lloyd B. Hanbuck, Jr.

Gautier, Mississippi
June 30, 2014

BASIC FINANCIAL STATEMENTS

For the Year Ended September 30, 2013

The basic financial statements include integrated sets of financial statements as required by the Governmental Accounting Standards Board. The sets of statements include:

• Government-wide financial statements

• Fund financial statements:

- Governmental funds

- Proprietary (enterprise) funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
GOVERNMENT-WIDE STATEMENT OF NET POSITION
September 30, 2013

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	$ 1,899,761	1,264,341	3,164,102
Restricted cash and cash equivalents	1,957,364	5,103,374	7,060,738
Receivables, net	654,325	659,302	1,313,627
Internal Balances	-	-	-
Capital assets:			
Land & Construction in Progress	5,824,954	1,190,870	7,015,824
Other capital assets, net of Depreciation	9,539,291	29,869,692	39,408,983
Total capital assets	15,364,245	31,060,562	46,424,807
Total assets	19,875,695	38,087,579	57,963,274
LIABILITIES			
Accounts payable	96,970	11,120	108,090
Accrued Expenses & Interest Payable	80,386		80,386
Compensated absences, current	35,157	994	36,151
Customer deposits	-	556,195	556,195
Long-term liabilities:			
Due within one year	979,270	1,808,679	2,787,949
Due in more than one year	7,584,519	15,741,653	23,326,172
Total liabilities	8,776,302	18,118,641	26,894,943
NET POSITION			
Investment in capital assets (net of related debt)	6,800,456	13,510,231	20,310,687
Restricted :			
Debt service	2,460	3,620,956	3,623,416
Bond contingency fund	2,566,037	946,561	3,512,598
Unrestricted	1,730,440	1,891,190	3,621,630
Total net position	$11,099,393	19,968,938	31,068,331

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

CITY OF GAUTIER, MISSISSIPPI
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2013

		Program Revenue			Net (expense) revenue and changes in net Assets		
	Expenses	Charges for Service	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Government Activities:							
General Government	$ 2,300,198	77,291	414,989	1,621,836	(186,082)	-	(186,082)
Public Safety	5,610,620	814,884	-	-	(4,795,736)	-	(4,795,736
Public Works	700,346	-	-	-	(700,346)	-	(700,346)
Culture and Recreation	336,574	-	-	-	(336,574)	-	(336,574)
Debt service – interest	294,560	-			(294,560)		(294,560)
Total Government Activities	$ 9,242,298	892,175	414,989	1,621,836	(6,313,298)	-	(6,313,298)
Business-type activities:							
Water & Sewer Fund	4,787,422	5,763,569	65,989	-	-	1,042,136	1,042,136
Solid Waste	1,027,313	1,246,782	39,697	-	-	259,166	59,166
Total Business-type Activities	5,814,735	7,010,351	105,686	-		1,301,302	1,301,302
Total Primary	$15,057,033	7,902,526	520,675	1,621,836	(6,313,298)	1,301,302	(5,011,996)
			General Revenues:				
			Property Taxes		3,989,866	-	3,989,866
			Franchise Taxes		166,565	-	166,565
			Intergovernmental		3,022,351	-	3,022,351
			Interest Income		4,380	3,599	7,979
			Miscellaneous		504,786	465,106	969,892
			Total General Revenues		7,687,948	468,705	8,156,653
			Changes in Net Position		1,374,650	1,770,007	3,144,657
			Net Position, beginning		8,231,573	19,187,518	27,419,091
			Prior Period Adjustment		182,780		182,780
			Net position, as restated		8,414,353	19,187,518	27,601,871
			Transfers & Special Item		1,310,390	(988,587)	321,803
			Net Position, ending		$11,099,393	19,968,938	31,068,331

FUND FINANCIAL STATEMENTS

GOVERNMENTAL FUNDS FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2013

	General Fund	Capital Projects Funds	Other Governmental Funds	Total Governmental Funds
ASSETS				
Current assets:				
Cash and cash equivalents	$1,084,189	-	815,572	1,899,761
Receivables, net	654,325	-		654,325
Due From (To)	-		-	-
Total current assets	1,738,514	-	815,572	2,554,086
Noncurrent assets:				
Restricted cash	-	1,957,364	-	1,957,364
Total assets	$ 1,738,514	1,957,364	815,572	4,511,450
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 73,587	14,806	8,577	96,970
Other accrued liabilities	80,386	-		80,386
Compensated absences, Current	35,157	-		35,157
Total liabilities	189,130	14,806	8,577	212,513
Fund balances:				
Reserved for:				
Debt service	-	1,942,558	-	1,942,558
Unreserved:				
General fund	1,549,384	-	-	1,549,384
Special revenue funds	-	-	806,995	806,995
Total fund balances	1,549,384	1,942,558	806,995	4,298,937
Total liabilities and fund balances	$ 1,738,514	1,957,364	815,572	4,511,450

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

CITY OF GAUTIER, MISSISSIPPI
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
September 30, 2013

Total governmental funds balance		$ 4,298,937

Amounts reported for governmental activities in the statement of net assets 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	$ 20,637,859	
Less: accumulated depreciation	(5,273,613)	15,364,246

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

Bonds and notes		(8,326,969)
Compensated absences		(236,821)
Net assets of governmental activities		**$ 11,099,393**

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS
For the Year Ended September 30, 2013

	General Fund	Capital Projects Funds	Other Governmental Funds	Total Governmental Funds
REVENUES				
Property taxes	$ 3,878,034	-	111,832	3,989,866
Franchise fees	166,565	-	-	166,565
Fees and fines	753,453	-	61,431	814,884
Licenses and permits	77,291	-	-	77,291
Intergovernmental	2,923,368	-	98,983	3,022,351
Interest income	2,018	2,362		4,380
Grants	1,421,439	242,909	372,476	2,036,824
Miscellaneous	426,903		162,095	588,998
Total revenues	9,649,071	245,271	806,817	10,701,159
EXPENDITURES				
Current:				
General government	2,260,031	3,035		2,263,066
Public safety	4,847,643	-	5,489	4,853,132
Public works	468,396	-	92,704	561,100
Culture and recreation	176,426	-	160,148	336,574
Debt service:				
Interest and fiscal charges	196,283	763,054	-	959,337
Capital outlay	1,165,708	839,210	402,314	2,407,232
Total expenditures	9,114,487	1,605,299	660,655	11,380,441
Excess of revenues over (under) expenditures	534,584	(1,360,028)	146,162	(679,282)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	220,497	733,054	35,036	988,587
Total other financing sources (uses)	220,497	733,054	35,036	988,587
Net changes in fund balances	755,081	(626,974)	181,198	309,305
Fund balance - beginning of year	611,524	2,569,532	625,797	3,806,853
Prior period adjustment	182,779			182,779
Fund balance - end of year	$1,549,384	1,942,558	806,995	4,298,937

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

CITY OF GAUTIER, MISSISSIPPI
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2013

Net change in fund balances - total governmental funds		**$ 309,305**
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. Also, transfers out are not recorded.		
Capital outlay	$2,407,232	
Depreciation	(928,309)	
Excess of depreciation expense over capital outlay		1,478,923
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the funds.		
Transfers		(988,587)
Net Adjustments for compensated absences		(5,558)
Principal paid on debt		664,778
New loan for Command Vehicle		(84,211)
		1,065,345
Changes in net position of governmental activities		**$ 1,374,650**

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

PROPRIETARY FUNDS FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
September 30, 2013

	Water and Sewer Fund	Solid Waste Fund	Total Proprietary Funds
ASSETS			
Current assets:			
Cash and cash equivalents	$ 1,260,825	3,516	1,264,341
Accounts receivable, net	659,302	-	659,302
Due (to) from other Funds	(103,948)	103,948	
Total current assets	1,816,179	107,464	1,923,643
Noncurrent assets:			
Restricted assets:			
Cash and cash equivalents	5,103,374	-	5,103,374
Capital assets:			
Land	1,190,870	-	1,190,870
Other capital assets, net of accumulated depreciation	29,851,983	17,709	28,869,692
Total noncurrent assets	36,146,227	17,709	36,163,936
Total assets	37,962,406	125,173	38,087,579
LIABILITIES			
Current liabilities:			
Accounts payable	11,120		11,120
Due to Other Funds	-		-
Compensated absences payable	994		994
Bonds and notes payable	1,808,679	-	1,808,679
Payable from restricted assets:			
Customer deposits	556,195	-	556,195
Total current liabilities	2,376,988	-	2,376,988
Noncurrent liabilities:			
Compensated absences	27,568	-	27,568
Bonds and notes payable	15,714,084	-	15,714,084
Total noncurrent liabilities	15,741,652	-	15,741,652
Total liabilities	18,118,640	-	18,118,640
NET POSITION			
Invested in capital assets, net of related debt	13,492,522	17,709	13,510,231
Restricted:			
Debt service	3,620,956	-	3,620,956
Bond contingency fund	946,561	-	946,561
Unrestricted	1,783,726	107,464	1,891,190
Total net position	$ 19,843,765	125,173	19,968,938

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended September 30, 2013

	Water and Sewer Fund	Solid Waste Fund	Total Proprietary Funds
OPERATING REVENUES			
Charges for services	$ 5,763,569	1,246,782	7,010,351
Grants	65,989	39,697	105,686
Other	465,106	-	465,106
Total operating revenues	6,294,664	1,286,479	7,581,143
OPERATING EXPENSES			
Personnel services	314,372	7,660	322,032
Wastewater treatment	1,235,736	-	1,235,736
Waste collections and disposals	-	1,001,770	1,001,770
Utilities	198,196	-	198,196
Supplies	142,028	-	142,028
Maintenance and repairs	37,576	-	37,576
Depreciation	660,721	9,621	670,342
Other services and charges	1,876,734	8,262	1,884,996
Total operating expenses	4,465,363	1,027,313	5,492,676
Operating income (loss)	1,829,301	259,166	2,088,467
NONOPERATING REVENUES (EXPENSES)			
Interest income	3,599	-	3,599
Interest expense	(322,059)	-	(322,059)
Net nonoperating revenues (expenses)	(318,460)	-	(318,460)
CAPITAL CONTRIBUTIONS & TRANSFERS			
Transfer In (Out)	(708,860)	(279,727)	(988,587)
Changes in net position	801,981	(20,561)	781,420
Net position - beginning of year	19,041,784	145,734	19,187,518
Net position - end of year	$ 19,843,765	125,173	19,968,938

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

CITY OF GAUTIER, MISSISSIPPI
RECONCILIATION OF THE PROPRIETARY FUNDS NET ASSSETS
TO THE GOVERNMENT-WIDE STATEMENT OF NET ASSETS
September 30, 2013

Total Proprietary Fund net assets	**$19,968,938**
Differences in Interfund Balances	0
Net assets of proprietary activities on government-wide statement of net assets	**$19,968,938**

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2013

	Water and Sewer Fund	Solid Waste Fund	Total Proprietary Funds
Cash flows from operating activities:			
Cash received from customers	$ 5,623,417	1,211,802	6,835,219
Cash received from grants	65,990	39,697	105,687
Payments for goods and services	(3,419,658)	(1,010,132)	(4,429,790)
Payments to employees	(320,167)	(7,660)	(327,827)
Other receipts	511,178	-	511,178
Net cash provided (used) in operating Activities	2,460,760	233,707	2,694,467
Cash flows from noncapital financing activities:			
Decrease in customer Deposits & other activities	(46,937)	-	(46,937)
Net cash provided (used) by noncapital financing activities	(46,937)	-	(46,937)
Cash flows from capital and related financing activities:			
Increase in Capital Debt	3,500,000	-	3,500,000
Transfers	(708,860)	(279,627)	(988,487)
Purchase and construction of capital assets	(61,370)	-	(61,370)
Principal paid on capital debt	(1,716,425)	-	(1,716,425)
Interest paid on capital debt	(322,059)	-	(322,059)
Investments in restricted cash	(3,772,555)	-	(3,772,555)
Net cash used in capital and related financing Activities	(3,081,269)	(279,627)	(3,360,896)
Cash flows from investing activities:			
Interest received	3,599	-	3,599
Net cash provided by investing activities	3,599	-	3,599
Net change in cash and cash equivalents	(663,847)	(45,920)	(709,767)
Cash and cash equivalents:			
Beginning of the year	1,924,672	49,436	1,974,108
End of the year	$1,260,825	3,516	1,264,341

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2013

	Water and Sewer Fund	Solid Waste Fund	Total
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities			
Operating income (loss)	$ 1,829,301	259,166	2,088,467
Adjustments to reconcile operating (income) loss to net cash			
Depreciation expense	660,721	9,621	670,342
Increase (Decrease) in current assets:			
Accounts receivable & prepaids	(14,933)	(35,080)	(50,013)
(Increase) Decrease in current liabilities:			
Accounts payable	871		871
Other liabilities	(15,200)	-	(15,200)
Net cash provided by (used in) operating Activities	$ 2,460,760	233,707	2,694,467

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

NOTES TO BASIC FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Gautier, Mississippi was incorporated on June 17, 1986. The City operates under a Council-Manager form of government described under Title 21, Chapter 9, of the Mississippi Code of 1972. The City provides the following services, as authorized by its charter: public safety, public works, public health and welfare, culture, recreation and water, sewer and gas system.

The City's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements. In the government-wide financial statements and the fund financial statements for the proprietary funds, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, have been applied unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails. For enterprise funds, GASB Statement Nos. 20 and 34 provide the City with the option of electing to apply FASB pronouncements issued after that date. The City has chosen not to apply those pronouncements. The accounting and reporting framework and the more significant accounting policies are discussed in subsequent subsections of this Note. The City implemented the general provisions of GASB Statement Nos. 33 and 34 during fiscal year ended September 30, 2004.

A. Financial Reporting Entity

These financial statements present the City (the primary government) only. The criteria for including organizations as component units within the City's reporting entity, as set forth in Section 2100 of GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

-the organization is legally separate (can sue and be sued in their own name)
-the City holds the corporate powers of the organization
-the City appoints a voting majority of the organization's board
-the City is able to impose its will on the organization
-the organization has the potential to impose a financial benefit/burden on the City
-there is fiscal dependency by the organization on the City

Based on the aforementioned criteria, the City of Gautier has no component units.

B. Basic Financial Statements - Government-wide statements

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements. Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The City's police and fire protection, parks, recreation, public works, and general administrative services are classified as governmental activities. The City's water and sewer system and solid waste management services are classified as business-type activities.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In the Government-Wide Statement of Net Assets, both the governmental and business-type activities columns are presented on a consolidated basis and are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The City's net assets are reported in three parts: invested in capital assets, net of related debt; restricted net assets; and unrestricted net assets. The City first utilizes restricted resources to finance qualifying activities.

The Government-Wide Statement of Activities reports both the gross and net cost of each of the City's functions and business-type activities (public safety, public works, culture and recreation, etc.). The functions are also supported by general governmental revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Government-Wide Statement of Activities reduces gross expenses (including depreciation) by related program revenues and by operating and capital grants. Program revenues must be directly associated with the function (police, public works, community and youth services, etc.) or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants, while the capital grants column reflects capital- specific grants.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales or gas taxes, intergovernmental revenues, interest income, etc).

The City does not allocate indirect costs. An administrative service fee is charged by the General Fund to the Water and Sewer Fund to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the City as an entity and the change in the City's net assets resulting from the current year's activities.

C. Basic Financial Statements - Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses. The various funds are reported by genetic classification within the financial statements.

Governmental Funds:

The focus of governmental fund measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the City:

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

1. The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

2. Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. These funds include: Fire Protection Fund, Recreation Fund, Tideland Grant Fund, etc.

3. Debt service funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt.

4. Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The City had capital projects funds during the year ended September 30, 2013.

Proprietary Funds:

The focus of proprietary fund measurement is upon determination of operating income, changes in net assets, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the City.

1. Enterprise funds are used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. These funds include: Water and Sewer System Fund, Solid Waste Fund and related projects.

D. Basis of Accounting

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Accrual:

Both governmental and business-type activities in the government-wide financial statements and the proprietary fund financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned, and expenses are recognized when incurred.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Modified Accrual:

The governmental funds financial statements are presented on the modified accrual basis of accounting.

Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due.

E. Financial Statement Amounts

Cash and Cash Equivalents:

The City has defined cash and cash equivalents to include cash on hand, demand deposits, and cash with fiscal agents. Additionally, each fund's equity in the City's investment pool is treated as a cash equivalent because the funds can deposit or effectively withdraw cash at any time without prior notice or penalty.

Capital Assets:

Capital assets purchased or acquired with an original cost of $5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized.

Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Buildings 20-50 years Water and sewer system 30-35 years Machinery and equipment 7-10 years Improvements 30-35 years Other infrastructures 10-60 years Vehicles 5 years GASB Statement No. 34 required the City to report and depreciate new infrastructure assets beginning in 2004. Infrastructure assets include roads, bridges, underground pipe (other than related to utilities), traffic signals, etc. These infrastructure assets are the largest asset class of the City. Neither their historical cost nor related depreciation has historically been reported in the financial statements. The retroactive reporting of infrastructure was subject to an extended implementation period and was first effective for fiscal years ended in 2006. As of the year ending September 30, 2012, the City has not implemented retroactive infrastructure reporting. The City implemented the general provisions of GASB No. 34 during 2004.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenues:

Substantially all governmental fund revenues are accrued. Property taxes are billed and collected within the same period in which the taxes are levied. Subsidies and grants to proprietary funds, which finance either capital or current operations, are reported as non-operating revenue based on GASB Statement No. 33. In applying GASB Statement No. 33 to grant revenues, the provider recognizes liabilities and expenses, and the recipient recognizes receivables and revenues when the applicable eligibility requirements, including time requirements, are met. Resources transmitted before the eligibility requirements are met are reported as advances by the provider and deferred revenue by the recipient.

Expenditures:

Expenditures are recognized when the related fund liability is incurred.

Compensated Absences:

The City's policy allows employees to accumulate unused sick leave on an unlimited basis and vacation leave up to two years generally. Upon termination, pursuant to State Law, the City may pay up to 30 days of accumulated vacation ; the balance is credited to the employee's public retirement (PERS) account.

Sick leave is not paid upon termination. The City accrues accumulated unpaid vacation leave at the end of the fiscal year. The noncurrent portion (the amount estimated to be used in subsequent fiscal years) for governmental funds is maintained separately and represents a reconciling item between the fund and government-wide presentations.

Interfund Activity:

Interfund activity consists of loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables, as appropriate, and are subject to elimination upon consolidation.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental and proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

By its nature as a local government unit, the City is subject to various federal, state, and local laws and contractual regulations. An analysis of the City's compliance with significant laws and regulations and demonstration of its stewardship over City resources follows.

NOTE 2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (continued)

D. Debt Restrictions and Covenants

General obligation debt represents direct obligations issued on a pledge of the general taxing power of the City for the payment of its debt obligations.

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS

A. Cash and Investments

The City deposits funds in financial institutions selected by the City's Councilmen in accordance with Mississippi statutes. Allocation of the resulting balance is accomplished with inter-bank transfers. Approved city depositories for the calendar years 2012-2013 were as follows:

	Allocation Percentage
Hancock Bank	52%
Merchant and Marine Bank	38%
Peoples Bank	10%
	100%

By using this multiple financial institution collateral pool, all of the City's deposits at September 30, 2012, fall into the credit risk category of "Insured or collateralized with securities held by the entity or its agent in the entity's name."

Deposits at September 30, 2013, (including restricted deposits) were as follows:

	Bank Balances
Pooled deposits:	
Cash and cash equivalents	$ 3,723,462
Non-pooled deposits:	
Cash and cash equivalents:	
Capital Improvement Bond Fund	1,954,904
Debt Service Funds	1,192,920
Contingency Fund	484,742
MS Development Loans	2,868,812
	$ 10,224,840

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

B. Restricted Cash

The amounts reported as restricted assets are cash and accrued interest held by the trustee bank on behalf of the various public trusts (authorities) related to their required note payable accounts and amounts held in trust for customer utility meter deposits.

The restricted assets as of September 30, 2013, were as follows:

Types of Restricted Assets	Cash Including Time Deposits
Capital Improvement Bond Fund	$ 1,954,904
Meter Deposit Fund	561,359
Bond Contingency Funds	757,090
Series 2012 Utility System Refunding Bond	820,573
Series 2013 Bond Fund	2,964,352
2008 MS Development Loan	2,460
	$ 7,060,738

C. Accounts Receivable

Accounts receivable at September 30, 2013, consisted of the following:

	Accounts Receivable	Allowance for Uncollectible Accounts	Net Accounts Receivable
Governmental activities:			
General Fund:			
Ad valorem taxes	$ 63,112	-	63,112
Municipal court	6,598,499	6,341,157	257,342
Sales tax	283,622	-	283,622
Grants	50,249	-	50,249
Total General Fund	6,995,482	6,341,157	654,325
Business-type activities:			
Enterprise Fund:			
Water and sewer collections	2,541,852	1,882,550	659,302
Total business-type activities	2,541,852	1,882,550	659,302
Total government-wide activities	$ 9,537,334	8,223,707	1,313,627

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

D. Capital Assets

Capital assets have not been audited.
Capital assset activity for the year ended September 30, 2013, was as follows:

	Primary Government			
	Beginning Balance	Additions	Reductions	Ending Balance
Governmental Activities:				
Capital Assets not being Depreciated:				
Land	798,104			798,104
Construction in Progress	3,021,932	2,004,918		5,026,850
Total capital assets not being depreciated	3,820,036	2,004,918	0	5,824,954
Capital assets being depreciated:				
Buildings & Improvements	2,841,253	22,400		2,863,653
Machinery & Equipment	7,250,750	343,064		7,593,814
Infrastructure	4,318,588	36,850		4,355,438
Total capital assets being depreciated	14,410,591	402,314	0	14,812,905
Less accumulated depreciation for:				
Buildings & improvements	(499,566)	(81,819)		(581,385)
Machinery & Equipment	(3,731,394)	(759,382)		(4,490,776)
Infrastructure	(114,344)	(87,109)		(201,453)
Total accumulated depreciation	(4,345,304)	(928,310)	0	(5,273,614)
Total Capital assets being depreciated, net	10,065,287	-525,996	0	9,539,291
Total governmental activities capital assets, net	13,885,323	1,478,922	0	15,364,245
Business-type Activities:				
Capital Assets not being Depreciated:				
Land & Easements	1,188,570	2,300		1,190,870
Construction in Progress	0			0
Total capital assets not being depreciated	1,188,570	2,300	0	1,190,870
Capital assets being depreciated:				
Buildings & improvements	2,223,960			2,223,960
Machinery & Equipment	1,897,337	59,070		1,956,407
Infrastructure	42,123,637			42,123,637
Total capital assets being depreciated	46,244,934	59,070	0	46,304,004
Less accumulated depreciation for:				
Buildings & improvements	(431,069)	(64,296)		(495,365)
Machinery & Equipment	(1,589,186)	(244,551)		(1,833,737)
Utility System	(13,743,715)	(361,495)		(14,105,210)
Total accumulated depreciation	(15,763,970)	(670,342)	0	(16,434,312)
Total Capital assets being depreciated, net	30,480,964	(611,272)	0	29,869,692
Total business-type activities capital assets, net	31,669,534	(608,972)	0	31,060,562
Primary Government				
Total capital assets, net	45,554,857	869,950	0	46,424,807

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

A summary of general fixed assets transactions for the year ended September 30, 2013, follows:

	Expended through September 30, 2013	Remaining Commitment
Government Activities		
Construction in Progress at 09-30-13	5,026,850	2,409,196
Additions to Construction in Progress	2,004,918	
Machinery & equipment purchased	343,064	
Infrastructure added	36,850	
Building Improvement	22,400	
Total	2,407,232	

Depreciation expense was charged to functions/programs for the year ended September 30, 2013, as follows:

Governmental activities:	
General government	$ 928,310
Business-type activities:	
Water and Sewer Fund	$ 660,721
Solid Waste Fund	9,621
Total business-type activities depreciation expense	$ 670,342

E. Accounts Payable

Payables are composed of amounts due to vendors within 60 days of year end and accrued salaries and benefits.

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

F. Long-Term Debt

The City's long-term debt is segregated between the amounts to be repaid from governmental activities and amounts to be repaid from business-type activities. Long-term liability activity for the year ended September 30, 2013, is shown below:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental activities:					
Bonds and notes payable	$ 9,229,340	84,211	986,583	8,326,968	979,270
Compensated absences	309,110		37,132	271,978	35,157
Total governmental activities long-term liabilities	$ 9,538,450	84,211	1,023,715	8,598,946	1,014,427
Business-type activities:					
Water and sewer debt	$15,739,188	3,500,000	1,716,425	17,522,763	1,808,679
Compensated absences	34,358		5,795	28,563	994
Total business-type activities long-term liabilities	$15,773,546	3,500,000	1,722,220	17,551,326	1,809,673

Description of Debt

At September 30, 2013, notes payable consisted of the following individual issues:

	General Long-Term Debt
Governmental activities:	
General obligation bonds and notes:	
General Obligation Katrina Refunding Bond Series 2010; bearing interest at 3.45%, maturing March 2020	$ 1,735,000
General Obligation Bond Series 2010; Capital Improvements; Maturing August, 2030; bearing interest at 3.13%	6,250,000
Police Court package Loan; 2.60% interest; maturing, May, 2015; annual payments Of $ 73,040 until paid	117,582
Police Vehicles Loan; 2.920% interest; maturing December, 2013; annual payments Of $ $ 123,243 until paid	140,175
Command Vehicle Loan; 1.730% interest; maturing July, 2018; annual payments of $ 17,747 until paid	84,211
Total general obligation bonds and notes	8,326,968
Compensated absences	271,978
Less current portion of long-term debt	(1,014,427)
Total governmental activities long-term debt	$ 7,584,519

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

Business-type activities:	
Revenue Refunding Bond:	
Series 2012 Refunding Bond, payable in semiannual installments, bearing interest at a variable rate, currently 4.25%, maturing September 2019, secured by utility system revenues	$ 7,915,000
Revenue Bonds:	
State Revolving Fund Loan, payable in monthly installments of $9,019, beginning October 2006, bearing interest at 3.56%, maturing January 2026, secured by utility system revenues	1,082,820
State Revolving Fund Loan, payable in monthly installments of $10,949, beginning September 2006, bearing interest at 1.75%, maturing January 2026, secured by utility system revenues	1,456,513
State Revolving Fund Loan, payable in monthly installments of $7,877, beginning April 2006, bearing interest at 1.75%, maturing April 2025, secured by utility system revenues	990,469
State Revolving Fund Loan, payable in monthly installments of $3,765, beginning November, 2009; bearing interest at 1.95%, secured by utility system revenues	615,167
State Revolving Fund Loan, payable in monthly installments of $ 2,149, beginning October, 2009; bearing interest at 1.95%, secured by utility system revenues	324,006
State Revolving Fund Loan, payable in monthly installments of $ 9,665, beginning December, 2009, bearing interest at 2.75%, secured by utility system revenues	1,487,575
Total general obligation bonds and notes	13,871,550
MS Development Bank Series 2013 Bonds Maturing 2014-2033 interest 2.00 to 5.00 %	3,500,000
Vacuum Truck Loan, M & M Bank, $27,794 per year, Bearing Interest at 2.830%	151,213
Compensated absences	28,563
Less current portion of long-term debt	(1,809,673)
Total business-type activities long-term debt	$15,741,653

Revenue Refunding Bond

Utility System Revenue Refunding Bonds, Series 2012, were issued for the purpose of providing for the refunding of all maturities of the outstanding Combined Utility System Revenue Bonds, Series 2001, issued originally in the principal amount of $15,680,000,000 (balance of $9,185,000 as of the Series 2012 Refunding issue date), and an additional $ 300,000 to provide for payment of Series 2012 issue costs, all in order to accomplish debt service savings for the City. The bond is payable solely from net revenues from water and sewer system operation.

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

The original Series 2001 bonds were collateralized by the revenues of the water and sewer system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used first to pay operating and maintenance expenses of the system and second to establish and maintain the Revenue Bond Funds. As long as the bonds were outstanding, the City agreed to fix and maintain rates and collect charges for the use and services of the System, which were to be at all times be sufficient to meet specified requirements. The balance outstanding of the Series 2012 issue date as of September 30, 2013 was $ 7,915,000.

State Revolving Revenue Bonds are collateralized by the revenues of the water and sewer funds. The City executed several long-term debt 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. The balance outstanding on these bonds, as of September 30, 2013, was $5,956,550.

Debt Maturity

Debt service requirements at September 30, 2013, were as follows:

	Governmental Activities		Business-type Activities	
	Notes & Capital Leases		Water and Sewer Bonds & Notes	
	Principal	Interest	Principal	Interest
2014	703,242	276,028	1,808,679	404,048
2015	602,331	254,782	1,801,356	379,907
2016-2020	2,971,395	995,711	7,881,584	1,263,822
2021-2026	2,355,000	688,874	3,124,609	800,062
2026-2030	1,695,000	169,767	2,906,535	457,391
Total	$ 8,326,968	2,385,162	17,522,763	3,305,230

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

G. Interfund Balances

Interfund balances at September 30, 2013, consisted of the following:

	DUE FROM:					
	Governmental Activities			Business-Type Activities		
DUE TO:	General Fund	MS Development	Other Governmental Funds	Water and Sewer Fund	Solid Waste Fund	Total
Governmental activities:						
General Fund	$ -	-	-	-	-	-
MS Development		-		-		-
Other Governmental Funds	-	-	-	-		
Business-type Activities:						
Water and Sewer Fund	-	-	-	103,948	(103,948)	-
Solid Waste Fund Total	-	-	-		-	-
Total	$ -	-	-	103,948	(103,948)	-

All balances resulted from the time lag between dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. Since all interfund balances were reclassified as revenues or expenditures respectfully, there were no remaining interfund balances at the fiscal year end.

H. Interfund Transfers

Transfer balances at September 30, 2013, consisted of the following:

	TRANSFERS IN:		
	Governmental Activities	Business-Type Activities	
TRANSFERS OUT:	Other Governmental Fund	Other Business-Type Fund	Total
Governmental activities:			
General Fund	$ 988,587	-	988,587
MS Development	-	-	-
Other Governmental Funds	-	-	-
Business-type activities:			
Water and Sewer Fund	-	(988,587)	(988,587)
Solid Waste	-	-	-
Total	$ 988,587	(988,587)	-

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and to (b) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 4. OTHER NOTES

A. Property Tax

Property tax is levied on the assessed (appraised) value as compiled by the Jackson County Tax Assessor for all real and business personal property located in the City. The assessment roll is approved and the levy is set before September 30, following a series of public hearings to receive citizen objections.

Resulting taxes are due on or before February 1. Installment payments are accepted on or before February 1, May 1, and August 1. An inter-local government agreement, effective October 1, 1989, provided for billing and collection of City and Pascagoula School District taxes by Jackson County, Mississippi.

Included in revenues are taxes for automobile tags, which are assessed and collected by Jackson County.

Such taxes, less a collection fee, are remitted to the City monthly.

Property tax revenues are recognized as the related ad valorem taxes are collected. 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 generally accepted accounting principles have been recognized as revenue.

Increases in taxes are generally limited by State law to 10% of the taxes collected for the prior assessment year, excluding taxes from property added to the tax assessment rolls in the current year.

The City is required by law to assess and collect taxes necessary for operation of the Jackson-George Regional Library System and for service of certain related debt. Jackson-George Regional Library System provides services to residents of inside and outside the geographic boundaries of the City and has a separate appointed and/or elected board. Jackson-George Regional Library System is not included as a component unit of the City's financial reporting entity because the City does not have the ability to exercise control over library operations or approve budgets.

For the year ended September 30, 2013, the City's 2013 tax rate was as follows:

	MILLS
General Fund	24.350
Library Fund	1.000
Debt Service	6.750
Total	32.110

NOTE 4. OTHER NOTES (continued)

B. Pension Plans

Defined Benefit Pension Plan

Plan Description - The City of Gautier contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit 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.

Funding Policy - PERS' members are required to contribute 9.00 %, of their annual covered salary and the Jackson County Utility Authority is required to contribute at an actuarially determined rate. The current rate of 15.75% (effective July 1, 2013) of annual covered payroll is contributed by the City. These were the rates and the end of FY 2013. The contribution requirements of PERS' members are established and may be amended only by the State of Mississippi Legislature.

The City of Gautier's contributions to PERS for the years ended September 30, 2013 and 2012 were $670,020 and $729,428, respectively, representing 100% of the required contributions for the year.

Deferred Compensation Plan

The City, through PERS, offers its employees a voluntary deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

The assets of the plan are held in trust for the exclusive benefit of participants and their beneficiaries. The requirements of Internal Revenue Code Section 457(g) prescribe that the City does not own the amounts deferred by employees, including the related income on those amounts. Additionally, the City does not have fiduciary accountability for the plan. Accordingly, the assets and the liability for compensation deferred by plan participants, including earnings on plan assets, are not included in the City's financial statements.

NOTE 4. OTHER NOTES (continued)

C. Commitments and Contingencies

Related Party Transactions

No known transactions requiring disclosure occurred between the City and its employees or elected officials.

Grants and Awards - the City participates in certain federal and state assisted grant programs. These programs are subject to program compliance audits by the grantors or their representatives. Any liability for reimbursement which may arise as the result of these audits is not believed by management to be material.

Litigation - various claims and lawsuits are pending against the City. In the opinion of City management, after consultation with legal counsel, the potential loss on all claims and lawsuits will not materially affect the City's financial position.

Contract Commitments Service Contracts:

On May 17, 1988, the City entered into an agreement with Jackson County, under which the County provides animal shelter services for a current fee of $10,560 per year.

On January 1, 1988, the City entered into an agreement with Mississippi Regional Housing Authority No. VIII (the Housing Authority) for the development of low-income housing units operated by the Housing Authority within the municipality. Under the agreement, all projects are exempt from all real and personal property taxes and special assessments levied by any taxing body. The Housing Authority makes annual payments in lieu of such taxes for the public services and facilities furnished by the City. Annual payments would be the lesser of 10% of shelter rent collected or the amount permitted to be paid by state law in effect on the date payment is made.

The City's existing contract for trash collection services was initiated on September 1, 2012 with a second year renewal in process. The City has the option to renew the contract for four additional one year terms. The contractor is paid on a per unit basis.

NOTE 4. OTHER NOTES (continued)

Construction Contracts:

The City entered into various construction contracts in the prior Fiscal Year for infrastructure improvements with some estimated remaining commitments at September 3, 2013. The majority of these projects were funded by various state and federal grants. See Note 3. D for more detailed information on these projects.

D. Joint Venture

The City is a member of the joint venture Jackson County Utility Authority (the Authority), which was established by an act of the Mississippi Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

The following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2013, a complete copy of which is on file at the administrative offices of the Authority, located at 1225 Jackson Avenue, Pascagoula, Mississippi 39567.

BALANCE SHEET

ASSETS		
Current assets	$	2,828,776
Restricted investments		3,124,829
Capital assets	$	135,840,387
Total assets	$	141,793,992
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current liabilities	$	6,651,372
Noncurrent liabilities		8,268,820
Total liabilities		14,920,192
NET POSITION		126,873,800
Total liabilities and net assets	$	141,793,992

STATEMENT OF REVENUES AND EXPENSES

Operating revenues	$	9,212,044
Operating expenses		(14,625,320)
Non-operating revenues		1,963,443
Change in Net Assets		(3,449,833)
Net Position, Beginning of the Year		130,323,633
Net Position assets, end of the year	$	126,873,800

NOTE 4. OTHER NOTES (continued)

E. Deficit fund balances/Retained earnings

There were only two deficit fund balances of individual funds were as follows:

Governmental activities:

Tidelands Grant Fund	5,876
BP Oil Spill Grant Fund	395

NOTE 4. OTHER NOTES (continued)

F. Settlements from prior periods:

GOVERNMENT-WIDE FINANCIAL STATEMENTS:

	Governmental Activities	Business-type Activities	Total
Net assets September 30, 2012, as originally presented	$ 8,231,573	19,187,518	27,419,091
Prior period adjustment – Liability Adjustment	182,780		182,780
Net Assets, September 30, 2012	$ 8,414,353	19,187,518	27,601,871

FUND FINANCIAL STATEMENTS:

	General Fund	Water and Sewer Fund
Fund balance September 30, 2012, as originally presented	$ 3,806,853	19,187,518
Prior Period Adjustment	182,780	0
Fund balance, September 30, 2012	$ 3,989,633	$ 19,187,518

NOTE 4. OTHER NOTES (continued)

G. Subsequent events –

- Community Disaster Loan of $ 350,000 plus accrued interest forgiven

OTHER SUPPLEMENTARY INFORMATION

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2013

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Justice			
Passed Through State:			
Local Law Enforcement Block Grant			
Task Force Grant	16.592	7NM1301	$ 13,792
FBI Safe Street	16.592	18PGCP540Z	16,251
HIDTA	16.592	18PGCP540Z	10,819
U.S. Department of the Interior			
Passed Through State:			
Coastal Improvement Assistance	15.668	MS.30.701	16,483
Coastal Improvement Assistance	15.668	USFWSF12AF00434	59,069
U.S. Department of Homeland Security			
Passed Through State:			
Assistance to Firefighters	97.044	EMW-2012-FO-02393	76,396
Federal Emergency Management Center			
Hazard Mitigation Grant – Police	97.039	HMBP 1794-23-01	22,400
Hurricane Isaac	97.036	FEMA-4081-DR-MS	28,525
U.S. Department of Housing and Urban Development			
Passed Through State:			
Community Development Block Grant -	14.219/14.228	R-109-192-01-KCR	2,425,785
U.S Department of Transportation			
Passed Through State:			
Urban Youth Corps	20.000	STP-9999-09(032)-106638-304300	36,529
Transportation Improvement	20.205	STP-9194-00(001) / LPA/105069-801000	137,715
Total Expenditures of Federal Awards			**$ 2,843,764**

The accompanying notes are an integral part of these financial statements.

CITY OF GAUTIER, MISSISSIPPI
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2013

NOTE 1. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Gautier and is presented on the cash basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the presentation of, the basic financial statements.

A reconciliation follows:

Totals above	$ 2,843,764
Accrued in prior year	(1,310,326)
Accrued at 09-30-2013	50,249
Amount included in Financial Statements	$ 1,583,687

NOTE 2. LOAN AGREEMENTS OUTSTANDING

Proceeds of State Revolving Fund loans were obtained for sewer rehabilitation and drinking water system improvements. The State Revolving Fund is financed, at least in part, by the U.S. Environmental Protection Agency. The principal balance on September 30, 2013, was:

DWI-H280092-01-3	$ 1,082,820
SRF-C2808754-01-3	1,456,513
SRF-C280879-01-1	990,469
DWI-H280114-01-2	615,167
DWI-H280114-02-0	324,006
SRF-C280879-02-2	1,487,575
	$ 5,956,550

2010-001 The City was still unable to provide sufficient documentary evidence to support the carrying amounts of fixed assets on its books. This finding continues, with the exception of taking a physical inventory, and is noted for the third year in Finding 2012-001.

REPORTS ON COMPLIANCE AND INTERNAL CONTROL

MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553

228-497-2788

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENTAUDITING STANDARDS*

The Honorable Mayor and Members of the City Council City of Gautier, Mississippi

I 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 City of Gautier as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise City of Gautier's basic financial statements, and have issued my report thereon dated June 30, 2014.

Internal Control Over Financial Reporting

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

My 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 and therefore, material weaknesses or significant deficiencies may exist that are not identified. Given these limitations, during my audit I did not identify any deficiencies in internal control that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified. I did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that I consider to be significant deficiencies. It is listed as item 2012-001.

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 *Governmental Auditing Standards*

Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Gautier's financial statements are free from material misstatement, I 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 my audit, and accordingly, I do not express such an opinion. The results of my tests no disclosed instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

City of Gautier's Response to Findings

City of Gautier's response to the findings identified in my audit are described in the accompanying schedule of findings and questioned costs. City of Gautier's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, I express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Floyd B. McCord, PA

Gautier, Mississippi
June 30, 2014

MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

The Honorable Mayor and Members of the City Council
City of Gautier, Mississippi

Report on Compliance for Each Major Federal Program

I have audited City of Gautier's compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that could have a direct and material effect on each of City of Gautier's major federal programs for the year ended September 30, 2013. City of Gautier's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

My responsibility is to express an opinion on compliance for each of City of Gautier's major federal programs based on my audit of the types of compliance requirements referred to above. I conducted my 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 OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about City of Gautier's compliance with those requirements and performing such other procedures as I considered necessary in the circumstances.

I believe that my audit provides a reasonable basis for my opinion on compliance for each major federal program. However, my audit does not provide a legal determination of City of Gautier's compliance.

Opinion on Each Major Federal Program

In my opinion, City of Gautier 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, 2013.

Report on Internal Control Over Compliance

Management of City of Gautier is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing my audit of compliance, I considered City of Gautier's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, I do not express an opinion on the effectiveness of City of Gautier's 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 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.

My consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. I did not identify any deficiencies in internal control over compliance that I consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of my testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Gautier, Mississippi
June 30, 2014

MEMBER: American Institute of CPA's
Mississippi Society of CPA's

LLOYD B. MARSHALL, JR.
CERTIFIED PUBLIC ACCOUNTANT

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553

(228)-497-2788

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH MISSISSIPPI STATE LAWS AND REGULATIONS

The Honorable Mayor and Members of the City Council
City of Gautier, Mississippi

I have audited the accompanying financial statements of the City of Gautier, Mississippi (the City) as of and for the year ended September 30, 2013 and have issued my report dated June 30, 2014. I have conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*.

Compliance

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, I have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not an objective of my audit and, accordingly, I do not express such an opinion.

The results of those procedures and my audit of the basic financial statements disclosed the following material instances of noncompliance with state laws and regulations. My findings and recommendations and your responses are as follows:

Finding

The City was not able to generate a ledger providing detailed information of the City's fixed assets. The City should be responsible for custody of its assets and accurately report them in the financial statements. Further, the City has not been reconciling the annual inventory of fixed assets to ledger balances; however, a comprehensive fiscal inventory of fixed assets taken for the Fiscal Year ending September 30, 2013 which is an improvement in the process.

Recommendation

I recommend the City maintain a detailed ledger of fixed assets, along with a listing of additions and deletions during the year. This ledger should be reconciled to the annual inventory. The Office of the State Auditor has prepared forms and checklists to assist municipalities in performing this required inventory; they are available for download on the State Auditor's website.

Auditee's Response

Management recognizes the issue regarding fixed assets. The City Clerk has been and is in the process of making great strides in resolving the problem, having taken a complete asset inventory for Fiscal 2013. Additionally, an individual with comprehensive experience in this area has been retained to oversee the fixed asset inventory.

City of Gautier's Response to Findings

City of Gautier's response to the findings identified in my audit is described above. City of Gautier's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

This report is intended for the information of the City's management and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. Accordingly, this report is not suitable for any other purpose.

Gautier, Mississippi
June 30, 2014

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2013

A. SUMMARY OF AUDIT RESULTS

1. In my report, my opinion on the financial statements, was qualified for inadequate records for fixed assets.

2. A material weakness relating to the audit of the financial statements is reported in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters. There were no significant deficiencies noted.

3. No instances of noncompliance material to the financial statements of the City of Gautier, Mississippi are reported in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters.

4. No material weaknesses relating to the audit of major federal award programs are reported in the Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance. There were no significant deficiencies noted.

5. The auditor's report on compliance for major federal award programs for the City of Gautier, Mississippi expresses an unqualified opinion.

6. There are no audit findings relative to the major federal award programs for the City of Gautier, Mississippi, that are to be reported in Part C of this schedule.

7. Major program tested:

   Community Development Block Grant - 14.219/14.228

8. The dollar threshold for distinguishing Type A and B programs was $300,000.

9. The City of Gautier, Mississippi did not qualify as a low-risk auditee.

B. FINDINGS - FINANCIAL STATEMENT AUDIT

Reportable instances of noncompliance and reportable conditions and material weaknesses

2012-001

Finding

Criteria: Generally Accepted Accounting Principles (GAAP) for Governments indicate that they should have adequate records regarding the fixed assets, accumulated depreciation and depreciation expense that detail each class of asset, the description, date purchased or built, the cost (or estimated cost), the depreciation method (if applicable), the depreciation for the year and accumulated depreciation.

B. FINDINGS - FINANCIAL STATEMENT AUDIT (continued)

Condition: The City was unable to provide sufficient documentary evidence to support the carrying amounts of fixed assets on its books, and they were unable to satisfy GAAP as to the existence and valuation of the City's fixed assets.

Cause: The City has not reconciled the carrying amount of fixed assets on their books to their inventory.

Effect: This weakness in internal control regarding fixed assets leaves the City susceptible to misappropriation and unverifiable values on their books for the related items

Recommendation: I recommend the City implement a fixed assets control system. At the end of the fiscal year, the accounting department should reconcile the general ledger to the inventory control records.

Auditee's Response: Management recognizes the problem with the fixed assets. The City Purchasing Agent has been and is making great strides in resolving the problem.

Follow-up on prior audit findings: The previous year had the same finding listed as 2012-001.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

There were no findings related to the major federal program.

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS (continued)

D. Capital Assets

Capital assets have not been audited.
Capital assset activity for the year ended September 30, 2013, was as follows:

	Primary Government			
	Beginning Balance	Additions	Reductions	Ending Balance
Governmental Activities:				
Capital Assets not being Depreciated:				
Land	798,104			798,104
Construction in Progress	3,021,932	2,004,918		5,026,850
Total capital assets not being depreciated	3,820,036	2,004,918	0	5,824,954
Capital assets being depreciated:				
Buildings & Improvements	2,841,253	22,400		2,863,653
Machinery & Equipment	7,250,750	343,064		7,593,814
Infrastructure	4,318,588	36,850		4,355,438
Total capital assets being depreciated	14,410,591	402,314	0	14,812,905
Less accumulated depreciation for:				
Buildings & improvements	(499,566)	(81,819)		(581,385)
Machinery & Equipment	(3,731,394)	(759,382)		(4,490,776)
Infrastructure	(114,344)	(87,109)		(201,453)
Total accumulated depreciation	(4,345,304)	(928,310)	0	(5,273,614)
Total Capital assets being depreciated, net	10,065,287	-525,996	0	9,539,291
Total governmental activities capital assets, net	13,885,323	1,478,922	0	15,364,245
Business-type Activities:				
Capital Assets not being Depreciated:				
Land & Easements	1,188,570	2,300		1,190,870
Construction in Progress	0			0
Total capital assets not being depreciated	1,188,570	2,300	0	1,190,870
Capital assets being depreciated:				
Buildings & improvements	2,223,960			2,223,960
Machinery & Equipment	1,897,337	59,070		1,956,407
Infrastructure	42,123,637			42,123,637
Total capital assets being depreciated	46,244,934	59,070	0	46,304,004
Less accumulated depreciation for:				
Buildings & improvements	(431,069)	(64,296)		(495,365)
Machinery & Equipment	(1,589,186)	(244,551)		(1,833,737)
Utility System	(13,743,715)	(361,495)		(14,105,210)
Total accumulated depreciation	(15,763,970)	(670,342)	0	(16,434,312)
Total Capital assets being depreciated, net	30,480,964	(611,272)	0	29,869,692
Total business-type activities capital assets, net	31,669,534	(608,972)	0	31,060,562

Primary Government

Total capital assets, net	45,554,857	869,950	0	46,424,807

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

ORDER NUMBER 154-2014

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

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

Docket of Claims

Release date from 07/01/2014 thru 07/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS, LLC	142063	07/01/2014	06/12/2014			175.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000424903	05/31/2014		175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY CHAMBER OF COMMERCE	142082	07/01/2014	06/20/2014			5,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-643	FY 2014 ANNUAL MEMBER FEE	22456	11/18/2013		5,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	142084	07/01/2014	06/23/2014			69.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	2284972172	06/14/2014		69.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	142086	07/01/2014	06/23/2014			52.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	2284977070	06/14/2014		52.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	142090	07/01/2014	06/24/2014			100.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	ANALYTICAL FEES	71114CL015	06/09/2014		100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	142092	07/01/2014	06/24/2014			330.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	ACCTG SOFTWARE MAINT	MN104133	06/15/2014		230.00
001-092-698	VOTER REG SOFTWARE MAINT	MN104133	06/15/2014		20.00
001-092-698	PRIV LIC SOFTWARE MAINT	MN104133	06/15/2014		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALABAMA MEDIA GROUP	142094	07/01/2014	06/24/2014			215.56	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-615	HEARING:2012 IBC ADDITIONS	06099683	05/18/2014		18.00
001-040-615	RFP:CITY DEPOSITORY	06099803	05/14/2014		197.56

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CLYDE C SCOTT INSURANCE AGENCY INC	142096	07/01/2014	06/24/2014			4,300.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	SURETY BOND RENEWAL	12403	06/12/2014		4,300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CLYDE C SCOTT INSURANCE AGENCY INC	142097	07/01/2014	06/24/2014			1,750.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	CITY COUNCIL BOND RENEWAL	11419	06/04/2014		1,750.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	142098	07/01/2014	06/24/2014			665.64	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-605	POLICE CELLS	0032680896	06/11/2014		665.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	142099	07/01/2014	06/24/2014			4,100.43	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP41530359	06/16/2014		102.56
001-100-525	UNL FUEL	NP41530359	06/16/2014		3,180.66
001-161-525	DSL FUEL	NP41530359	06/16/2014		426.02
001-170-525	UNL FUEL	NP41530359	06/16/2014		210.45
001-205-525	UNL FUEL	NP41530359	06/16/2014		180.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	142102	07/01/2014	06/24/2014			4,346.02	
001	STAPLES CREDIT PLAN	142103	07/01/2014	06/24/2014			447.69	
001	SINGING RIVER E.P.A.	142104	07/01/2014	06/24/2014			389.10	
001	DANCEL MULTIMEDIA	142107	07/01/2014	06/24/2014			250.00	
001	SBM REPORTING, LLC	142110	07/01/2014	06/24/2014			799.80	
001	AT&T	142116	07/01/2014	06/26/2014			3,020.03	
001	GALLS LLC	142128	07/01/2014	06/25/2014			43.20	
001	DEMENT PRINTING CO	142129	07/01/2014	06/25/2014			916.12	

001 FUELMAN OF MS — 142102 07/01/2014 06/24/2014 — 4,346.02

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP41572213	06/23/2014		219.59
001-092-525	UNL FUEL	NP41572213	06/23/2014		127.88
001-100-525	UNL FUEL	NP41572213	06/23/2014		3,503.89
001-161-525	DSL FUEL	NP41572213	06/23/2014		250.74
001-170-525	UNL & DSL FUEL	NP41572213	06/23/2014		169.86
001-205-525	UNL FUEL	NP41572213	06/23/2014		74.06

001 STAPLES CREDIT PLAN — 142103 07/01/2014 06/24/2014 — 447.69

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	COPY PAPER,INK CARTRIDGES	10748	05/19/2014		257.92
001-090-559	BROTHER LABEL MAKER	11278	05/26/2014		39.99
001-090-559	DESK ACCESORIES	11278	05/26/2014		53.05
001-090-559	LABEL TAPE,PAGE MARKERS	11278	05/26/2014		46.97
001-090-559	MAGNET SHEETS,FOLDERS	11278	05/26/2014		21.78
001-090-559	RESTROOM SIGN (2)	11278	05/26/2014		27.98

001 SINGING RIVER E.P.A. — 142104 07/01/2014 06/24/2014 — 389.10

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002	06122014	06/24/2014		67.46
001-161-631	MARTIN BLUFF FD 58380001	06132014	06/24/2014		262.62
001-201-629	SIGNAL LIGHTS 17546	06132014	06/24/2014		35.52
001-092-631	CITY LIMIT SIGN 17546	06132014	06/24/2014		23.50

001 DANCEL MULTIMEDIA — 142107 07/01/2014 06/24/2014 — 250.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JUN 2014 WEBSITE HOSTING	835	06/05/2014		250.00

001 SBM REPORTING, LLC — 142110 07/01/2014 06/24/2014 — 799.80

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-660	CSC HEARIMG 06132014	MK2005	06/13/2014		75.00
001-022-660	TRANSCRIPT AND COPY	MK2005	06/13/2014		724.80

001 AT&T — 142116 07/01/2014 06/26/2014 — 3,020.03

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY SERVICE	2284978000	06/14/2014		3,020.03

001 GALLS LLC — 142128 07/01/2014 06/25/2014 — 43.20

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-684	GALLS MK-4 DEFENSE SPRAY	BC0079425	06/06/2014	140780	43.20

001 DEMENT PRINTING CO — 142129 07/01/2014 06/25/2014 — 916.12

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-620	DUI TICKETS	130965-001	06/16/2014	140742	254.10
001-100-620	UNIFORM ARREST TICKETS	130965-001	06/16/2014	140742	624.75
001-100-620	SHIPPING	130965-001	06/16/2014	140742	37.27

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	142131	07/01/2014	06/25/2014			72.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-620	BUSINESS CARDS: MCCOY,D	83453	06/19/2014	140785	72.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MURRAY'S NURSERY	142132	07/01/2014	06/25/2014			450.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-560	JUNIPER BRODIE (4)	6190	06/10/2014	140799	160.00
001-205-560	RED KO ROSES (22)	6190	06/10/2014	140799	198.00
001-205-560	GARDENIA RADICANS (6)	6190	06/10/2014	140799	12.00
001-205-560	JUNIPER BRODIE (2)	6215	06/18/2014	140809	80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	142133	07/01/2014	06/25/2014			348.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	PGC32987 COMET (24)	88219	06/19/2014	140807	32.00
001-092-510	PGC45112 DAWN (8)	88219	06/19/2014	140807	35.95
001-092-510	BMF PAPER TOWELS (3 CS)	88219	06/19/2014	140807	47.97
001-092-510	174-YELLOW SPONGE (20)	88219	06/19/2014	140807	15.80
001-161-500	HEWCH634AN COLOR CART (6)	87910	06/11/2014	140793	54.00
001-161-500	HEWCD971AN BLACK CART (2)	87910	06/11/2014	140793	39.98
001-161-500	HEWC8766WN COLOR CART (2)	87910	06/11/2014	140793	56.00
001-161-500	HEWC9348FN BLACK CART	87910	06/11/2014	140793	65.00
001-161-500	BSN37501 PENS BLACK (BX)	87910	06/11/2014	140793	.99
001-161-500	BSN37500 PENS BLUE (BX)	87910	06/11/2014	140793	.99
001-161-500	HEWCH634AN COLOR CART (4)	87985	06/12/2014	140793	36.00
001-161-500	CREDIT RTN:HEWCH634AN (4)	6092CM	06/16/2014	140793	-36.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTER'S AIR CONDITIONING & HEATING INC	142134	07/01/2014	06/25/2014			328.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-635	SERVICE:CITY HALL ECO DEV	W945939	06/11/2014	140796	328.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	M & E FEED & SEED	142135	07/01/2014	06/25/2014			81.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	FIELD MARKER (20)	4890	05/13/2014	140656	81.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA TIRE & SERVICE	142138	07/01/2014	06/25/2014			485.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	SET FS FIREHAWKS: # 64	59560	06/25/2014	140819	485.52

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	POWELL CONSTRUCTION SERVICE'S INC	142140	07/01/2014	06/25/2014			11,811.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-751	REPL POLE STN#59+00 HWY 90	0794	06/07/2014	140675	11,811.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	142143	07/01/2014	06/25/2014			361.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-559	HP TONER CARTRIDGE 64A	3233669971	06/10/2014	140790	149.33
001-010-559	ENVELOPE 11.5 X 14	3233669971	06/10/2014	140790	14.08
001-040-500	MONEY RECEIPT BOOK	3233669971	06/10/2014	140790	15.22
001-040-500	LETTER OPENER	3233669971	06/10/2014	140790	7.27
001-010-559	HP TONER CARTRIDGE 05A	3233669971	06/10/2014	140790	79.70
001-040-500	REPORT COVERS	3233669971	06/10/2014	140790	22.70

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	142143	07/01/2014	06/25/2014			361.80	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	SCOTCH TAPE	3233669971	06/10/2014	140790	20.69
001-040-500	CALCULATOR TAPE	3233669971	06/10/2014	140790	7.49
001-040-500	RED ROPE FOLDERS	3233669972	06/10/2014	140790	45.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	NATIONAL NOTARY ASSOCIATION	142145	07/01/2014	06/25/2014			99.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-682	2 YEAR RENEWAL: BARNETT, V	015859485	06/24/2014	140412	99.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE GULF COMPANIES INC	142146	07/01/2014	06/25/2014			172.50	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-559	WHITE BRIM HARD HAT	819	06/09/2014	140775	9.00
001-090-559	EARPLUGS (2)	819	06/09/2014	140775	8.00
001-170-559	CLEAR SAFETY GLASSES (6)	820	06/09/2014	140776	18.00
001-170-559	DARK SAFETY GLASSES (10)	820	06/09/2014	140776	9.00
001-170-559	SAFETY VESTS (2)	820	06/09/2014	140776	14.00
001-090-689	CAN LINER (2 BX)	821	06/09/2014	140777	70.00
001-090-689	NITRI COR GLOVES (2 BX)	821	06/09/2014	140777	20.00
001-090-689	RUBBER KNEE BOOTS	821	06/09/2014	140777	18.00
001-090-689	NUISANCE MASK (50)	821	06/09/2014	140777	6.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	142147	07/01/2014	06/25/2014			400.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	DUTY BOOTS: RICHARDSON,S	34750	06/11/2014	140792	100.00
001-100-535	DUTY BOOTS: ENOCHS,J	34301	04/15/2014	140606	100.00
001-100-535	DUTY BOOTS: NICHOLSON,V	34668	05/28/2014	140735	100.00
001-100-535	DUTY BOOTS: RICHARDSON,M	34751	06/11/2014	140500	100.00

FUND TOTAL 1 Claims to Checks 30 Total 41,580.01 Manual Held Total 41,580.01

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SEARS	142130	07/01/2014	06/25/2014			179.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	RCA 32" TV: SUBSTATION	T527825	06/04/2014	140766	179.99

FUND TOTAL 157 Claims to Checks 1 Total 179.99 Manual Held Total 179.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	AFFILIATED COMPUTER SERVICES,INC	142105	07/01/2014	06/24/2014			675.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-799	FH SOFTWARE SUPPORT	1053622	06/20/2014		675.00

FUND TOTAL 160 Claims to Checks 1 Total 675.00 Manual Held Total 675.00

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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	142080	07/01/2014	06/20/2014			4,028.36	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	JUN 2014	06/16/2014		4,028.36

FUND TOTAL 172 Claims to Checks 1 Total 4,028.36 Manual Held Total 4,028.36

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	142083	07/01/2014	06/23/2014			185.11	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	MONTHLY SERVICE	2284970676	06/14/2014		75.11
176-170-605	JUN 2014 DSL	2284970676	06/14/2014		110.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	142085	07/01/2014	06/23/2014			124.02	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	MONTHLY SERVICE	2284972244	06/14/2014		124.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	142108	07/01/2014	06/24/2014			140.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-699	HOST FEE JUN 2014	2441	06/13/2014		25.00
176-170-699	SHOPPING CART JUN 2014	2441	06/13/2014		115.00

FUND TOTAL 176 Claims to Checks 3 Total 449.13 Manual Held Total 449.13

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	142066	07/01/2014	06/18/2014			59.12	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	06/06/2014			59.12
400	CITY OF GAUTIER	142067	07/01/2014	06/16/2014			43,427.11	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		06162014	06/16/2014			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		06162014	06/16/2014			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		06162014	06/16/2014			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		06162014	06/16/2014			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		06162014	06/16/2014			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		06162014	06/16/2014			9,665.99
400	CITY OF GAUTIER	142081	07/01/2014	06/20/2014			105,135.42	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	MAY 2014 GARBAGE PMTS		05312014	05/31/2014			105,135.42
400	AT&T	142087	07/01/2014	06/23/2014			58.21	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	06/14/2014			58.21
400	BAY ICE	142088	07/01/2014	06/23/2014			134.30	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	REFILL ICE 40 @ .79		512980	05/29/2014			31.60
	400-651-559	REFILL ICE 40 @ .79		513011	06/02/2014			31.60
	400-651-559	REFILL ICE 25 @ .79		513242	06/09/2014			19.75
	400-651-559	REFILL ICE 65 @ .79		513282	06/12/2014			51.35
400	CABLE ONE	142089	07/01/2014	06/23/2014			65.10	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	JUNE 2014:23421-132488-01-8		06272014	06/24/2014			65.10
400	IRBY'S ANSWERING SERVICE	142091	07/01/2014	06/24/2014			318.52	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 06/18-07/15		277-061814	06/18/2014			318.52
400	DELTA COMPUTER SYSTEMS INC	142093	07/01/2014	06/24/2014			290.00	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN104135	06/15/2014			240.00
	400-650-698	WORK ORDER SOFTWARE MAINT		MN104135	06/15/2014			50.00
400	FUELMAN OF MS	142100	07/01/2014	06/24/2014			192.21	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP41530359	06/16/2014			192.21
400	FUELMAN OF MS	142101	07/01/2014	06/24/2014			123.33	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP41572213	06/23/2014			123.33

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2012 GUD BONDS DEBT SERVICE	142106	07/01/2014	06/24/2014			116,316.67	
400	ARISTA INFORMATION SYSTEMS INC	142109	07/01/2014	06/24/2014			5,341.65	
400	SINGING RIVER E.P.A.	142113	07/01/2014	06/24/2014			1,843.66	
400	SINGING RIVER E.P.A.	142127	07/01/2014	06/25/2014			3,934.12	
400	MICRO METHODS INC	142136	07/01/2014	06/25/2014			104.00	
400	C & M ELECTRIC MOTOR SERVICE, INC.	142137	07/01/2014	06/25/2014			1,387.90	
400	RIVIERA FINANCE OF TEXAS INC	142139	07/01/2014	06/25/2014			491.56	
400	SOUTHERN WATERWORKS SUPPLY, INC	142141	07/01/2014	06/25/2014			8,260.70	

2012 GUD BONDS DEBT SERVICE

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-816	JUL 2014 PRN PMT	07012014	06/30/2014		104,166.67
400-680-817	JUL 2014 INT PMT	07012014	06/30/2014		12,150.00

ARISTA INFORMATION SYSTEMS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	MAY 2014 STATEMENTS	17123	06/13/2014		1,341.65
400-650-698	MAY 2014 POSTAGE	1425201406	06/16/2014		4,000.00

SINGING RIVER E.P.A. (142113)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	SCHOONER WELL 20688	06092014	06/19/2014		649.07
400-651-631	LIFT STATIONS 20688	06092014	06/19/2014		167.26
400-651-631	LIFT STATIONS 20649	06122014	06/23/2014		753.76
400-651-631	LIFT STATIONS 28779	06122014	06/23/2014		178.22
400-651-631	LIFT STNS 89627001	06132014	06/24/2014		71.85
400-651-631	LIFT STNS 89702001	06132014	06/24/2014		23.50

SINGING RIVER E.P.A. (142127)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17881	06132014	06/24/2014		2,214.17
400-651-631	WATER WELLS 17881	06132014	06/24/2014		1,719.95

MICRO METHODS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-667	2 SAMPLES: BEASLEY WELL	1406360186	06/19/2014	140812	104.00

C & M ELECTRIC MOTOR SERVICE, INC.

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	5HP SUB PUMP: HOLLY HEATH LS	11492	06/18/2014	140806	1,387.90

RIVIERA FINANCE OF TEXAS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	SET P235/75R16 TIRES: #401	66102	06/13/2014	140794	491.56

SOUTHERN WATERWORKS SUPPLY, INC

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	24" CORRUGATED PIPE (5)	53933	06/16/2014	140795	1,706.00
400-651-581	3/4 X 1/8 METER WASHER (100)	53933	06/16/2014	140795	10.00
400-651-583	3/4 BRASS CTS X CTS (50)	53933	06/16/2014	140795	780.00
400-651-581	BLUE CARSON LID/HINGED (150)	53899	06/16/2014	140672	1,192.50
400-651-581	CARSON METER BOX/LID (150)	53985	06/19/2014	140727	2,712.00
400-651-581	#4 HIGHFIELD METER KEY (10)	53984	06/19/2014	140795	144.20
400-651-581	24 X 20 CORRUGATED PIPE (5)	53986	06/19/2014	140805	1,706.00
400-651-581	3/4X1/8 RUBBER MTR WSHR (100)	53986	06/19/2014	140805	10.00

Docket of Claims
Release date from 07/01/2014 thru 07/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SECURE NETWORKS LLC	142142	07/01/2014	06/25/2014			1,976.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-500	BACK UP SYSTEM: PW BLDG	2102	06/16/2014	140800	1,847.00
400-651-559	WIRELESS-ACCESS POINT: PW BLDG	2105	06/20/2014	140814	129.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	142144	07/01/2014	06/25/2014			619.61	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-500	LEXMARK RIBBON #269043	3234220830	06/17/2014	140804	114.99
400-651-500	AVERY LABELS 4013	3234220830	06/17/2014	140804	17.56
400-651-500	HP 211A CYAN TONER	3234220830	06/17/2014	140804	80.74
400-651-500	HP 211A CYAN TONER	3234220830	06/17/2014	140804	80.74
400-651-500	HP 212A YELLOW TONER	3234220830	06/17/2014	140804	80.74
400-651-500	HP 131X BLACK TONER	3234220830	06/17/2014	140804	85.99
400-651-500	HP 213A MAGENTA TONER	3234220830	06/17/2014	140804	80.74
400-651-500	HP 96/97 MULTI INK	3234220830	06/17/2014	140804	66.38
400-651-500	CLEAR PAGE PROTECTORS	3234220830	06/17/2014	140804	11.73

FUND TOTAL 400 Claims to Checks 20 Total 290,079.19 Manual Held Total 290,079.19

Docket of Claims

Release date from 07/01/2014 thru 07/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	142111	07/01/2014	06/24/2014			898.26	______________

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	HAUL CHG: GRAVELINE/LADNIER	437550	05/31/2014		335.76
404-677-695	HAUL CHG: GRAVELINE/LAMOTTE	437551	05/31/2014		112.50
404-677-695	HAUL CHG: MARTIN BLUFF	437552	05/31/2014		225.00
404-677-695	HAUL CHG: DOLPHIN/MALL	437553	05/31/2014		225.00

FUND TOTAL 404 Claims to Checks 1 Total 898.26 Manual Held Total 898.26

Docket of Claims
Release date from 07/01/2014 thru 07/01/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
405	TRI-STAR	142112	07/01/2014	06/24/2014			125.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
405-677-695	DEBRIS RMVL: PINECONE	GRS0609201	06/09/2014		125.00

FUND TOTAL 405 Claims to Checks 1 Total 125.00 Manual Held Total 125.00

Docket of Claims

Release date from 07/01/2014 thru 07/01/2014

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	30	Total	41,580.01	Manual		Held		Total	41,580.01
FUND 157	Claims	to	Checks	1	Total	179.99	Manual		Held		Total	179.99
FUND 160	Claims	to	Checks	1	Total	675.00	Manual		Held		Total	675.00
FUND 172	Claims	to	Checks	1	Total	4,028.36	Manual		Held		Total	4,028.36
FUND 176	Claims	to	Checks	3	Total	449.13	Manual		Held		Total	449.13
FUND 400	Claims	to	Checks	20	Total	290,079.19	Manual		Held		Total	290,079.19
FUND 404	Claims	to	Checks	1	Total	898.26	Manual		Held		Total	898.26
FUND 405	Claims	to	Checks	1	Total	125.00	Manual		Held		Total	125.00
Total for all Funds			Checks	58	Total	338,014.94	Manual		Held		Total	338,014.94

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

ORDER NUMBER 155-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 3 & 4 are hereby approved.

IT IS FURTHER ORDERED that Consent Item #2 was pulled for further discussion.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

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

ORDER NUMBER 156-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the ratification of a request to the Jackson County Board of Supervisors for a transfer of three (3) Harley Davidson motorcycles from the Jackson County Sheriff Department surplus inventory to the Gautier Police Department to be used for the provision of public safety initiatives.

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 1, 2014.

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

June 18, 2014

Jackson County Board of Supervisors
Troy Ross, President
P.O. Box 998
Pascagoula, MS 39568

Dear Jackson County Board of Supervisors:

The Jackson County Sheriff Department has three Harley Davidson motorcycles in its surplus inventory. The Gautier Police Department respectfully requests your consideration and approval in transferring this equipment directly to the Gautier Police Department to be used for the provision of public safety initiatives. Specifically, the equipment will be used to support traffic enforcement within the City of Gautier.

Please contact Captain Danny Selover at 219-5143 should you require additional information and/or to coordinate this transfer, if approved.

Thank you for your consideration of this request.

Sincerely,

Gordon T. Gollott
Mayor

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

ORDER NUMBER 157-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from the June 17, 2014 Work Session and June 17, 2014 Recessed Council Meeting 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 **Councilwoman Martin**, seconded by **Councilman Colledge** and the following vote was recorded:

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

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

ORDER NUMBER 158-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, to set the date for the following public hearing as requested by the Planning and Economic Development Director is hereby authorized:

WHEN:	August 5, 2014
WHERE:	Gautier Municipal Building-Council Chambers
TIME:	6:30 pm
PURPOSE:	8105 Exchange Street
LEGAL DESCRIPTION:	PIDN 85440602.000 Lot 2, Hickory Hill Estate S/D Deed Book 1639, page 75
Owners of Record: **Last Known Address:**	Bobby Joe Odom (deceased) 8105 Exchange Street Gautier, MS 39553

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

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2014.

CITY OF GAUTIER
MEMORANDUM

To:	Samantha Abell, City Manager
From:	Joseph Belles, Code Enforcement Officer
Through:	Chandra Nicholson, Planning and Economic Development Director Patty Huffman, Grants and Projects Manager
Date:	June 16, 2014
Subject:	Abatement of Substandard Property Conditions, PIDN 85440602.000 Mailing Address 8105 Exchange Street Gautier, Mississippi 39553

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, Staff requests that the City Council set a public hearing date for August 5, 2014, to determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

BACKGROUND:

An initial telephone complaint from a neighbor concerned with visible code violations was reviewed and substantiated by code enforcement and a code violation file was reopened in December 2013. Code enforcement has dealt with repeated code violations since opening the initial file in August 2009 with a previous owner. Upon inspection of the property code enforcement, found the exterior doors unsecured and requested police department assistance. Two officers arrived, proceeded to enter the home, and searched the dilapidated structure. After inspecting the structure it appeared someone has been illegally living in the structure. Code enforcement took photographs and documented the property condition. While attempting to locate the owner, another city employee informed code enforcement a bank had contacted the city in reference to a recurring water account draft and informed the city the owner was deceased. A check of death notifications and repeated checks at Pascagoula County Court Department for a probate order or any other legal action have been not been successful.

Property taxes for 2011 and 2012 remain unpaid and have been presented for tax sale.
Code enforcement is continuing to attempt to locate any heirs to the abandoned property.

DISCUSSION:

The primary goal is to clean up the numerous property code violations and leave the property in a clean and acceptable manner. Code enforcement would like to utilize the previously approved State of Mississippi, Solid Waste Grant Funding once approval is obtained by the Mississippi Department of Environmental Quality.

RECOMMENDATION:

Staff recommends City Council hold a public hearing on August 5, 2014, in order to determine if the property is a menace to the public health, safety and welfare of citizens in this neighborhood. If recommended for clean up, direct Staff to either clean up the property of all code violations and demolish the 1960 built structure or just clean up the property and secure the doors and windows.

ATTACHMENTS 06:

1. Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11
2. Property tax document
3. Parcel information
4. Current Photos
5. Water record for Final Bill reflects owner deceased
6. June 12, 2014, potential clean up letter posted at property

COPY

Mississippi Code of 1972, Section 21-19-11, provides procedures to municipalities to clean private property determined to be a menace to those in the municipal community thus:

Section 1. Section 21-19-11, Mississippi Code of 1972 is amended as follows:

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water there from. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality.

For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing dilapidated buildings, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice.

(2) If the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned.

(3) If the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

(4) All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

(5) Nothing contained under this section shall prevent any municipality from enacting criminal penalties for failure to maintain property so as not to constitute a menace to public health, safety and welfare.

Jackson County Mississippi

Powered by: Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Tax Year 2013

Current Date **6/12/2014**

Records Last Updated **6/11/2014**

PROPERTY DETAIL

OWNER	ODOM BOBBY JOE 8105 EXCHANGE ST GAUTIER MS 39553	**ACRES :**	**NA**
		LAND VALUE :	8620
		IMPROVEMENTS :	24940
		TOTAL VALUE:	33560
		ASSESSED :	3356
PARCEL	85440602.000		
ADDRESS	8105 EXCHANGE		

TAX INFORMATION

YEAR 2013	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	103.39	0.00	108.56
CITY	115.92	0.00	121.72
SCHOOL	86.68	0.00	91.01
TOTAL	305.99	0.00	321.29 **5% Penalty**

To Pay Online, WWW.MS1STOP.COM

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LOT 2 HICKORY HILL EST S/D UNIT #7 PB 11-22&23 DB 1639-75 (267 Map771.01-03)
HOMESTEAD CODE	REG		
TAX DISTRICT	5840		
PPIN	069150		
SECTION	12		
TOWNSHIP	7S		
RANGE	7W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2012	S & S PROPERTIES, LLC	NOT REDEEMED
2011	HENRY CORNELIUS EDWARDS	NOT REDEEMED
2010	STATE OF MISSISSIPPI	2/ 2/2012 BOBBY ODOM
2009	B.S. CONSTRUCTION	10/27/2010 PILGER TITLE CO
2005	AZURE INVESTMENTS LLC	2/12/2007 AMERICAN GENERAL FINANCIAL
2004	ETC FBO KATHIE BARTHOLOMEW IRA42	2/12/2007 AMERICAN GENERAL FINANCIAL

Back

HOME | CHANCERY CALENDAR | CHANCERY CASES | REAL PROPERTY TAX | LOG IN | LOG OUT | CHECKOUT | TERMS OF USE | PRIVACY POLICY

Jackson County Dashboard

Parcel Search Tool

Features Selected: 1

Parcel Information

PIDN: 85440602.000

GISP: 771.01-03-0267.00

Owner Information

Name: ODOM BOBBY JOE

Percent of Ownership: 100

Name2:

Mailing Address: 8105 EXCHANGE ST
GAUTIER MS 39553

Physical Address: 8105 EXCHANGE ST GAUTIER

Land Information

Section, Township, Range: 12 7S 7W

Acreage: .00

Street Name: EXCHANGE ST

Value and Tax Information

Total Assessed Value: 3356

Total Appraised Value: 33560

Improvement Value: 24940

Land Value: 8620

Tax Amount: 305

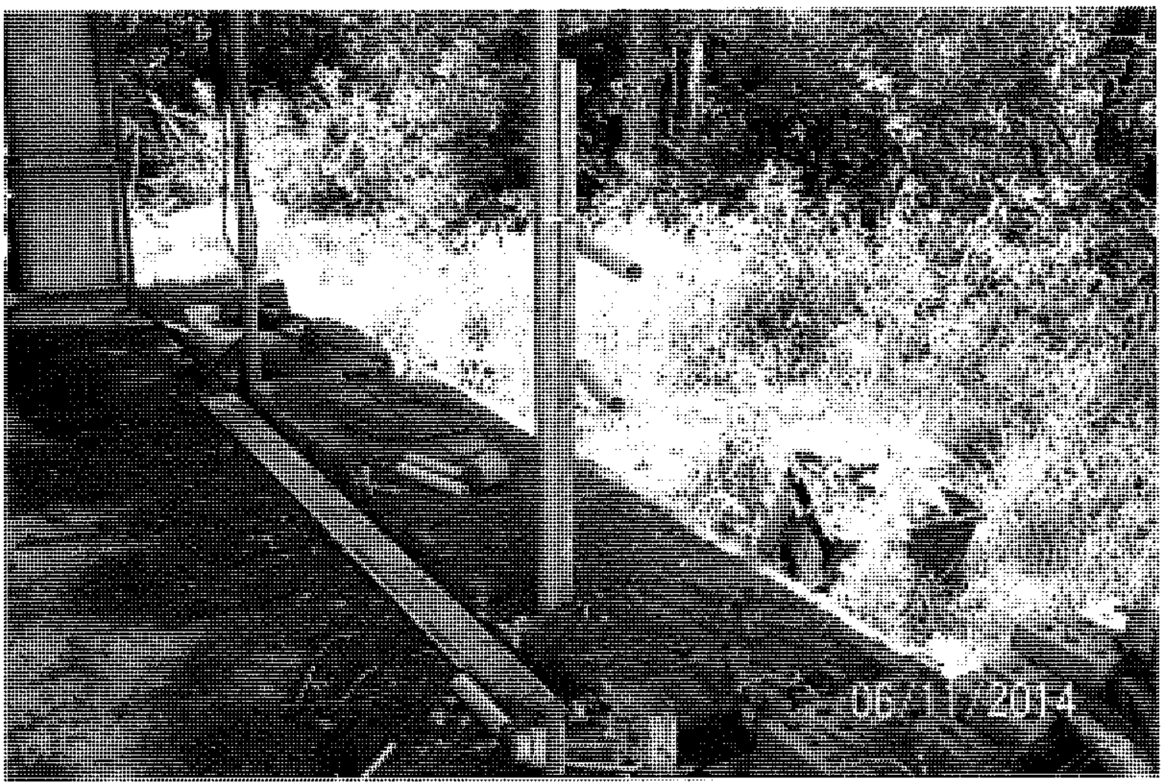
SQ. FT: 1494

Year Built: 1983

Legal Description

Description: LOT 2 HICKORY HILL EST S/D UNIT #7 PB 11-22&23 DB 1639-75 (267 Map771.01-03)


Jackson County Dashboard
Powered by ArcGIS Server
Parcel Search Tool
Parcel Search Map




06/11/2014

```
 UBMMTQ01 WATER          UTILITY BILLING MASTER FILE MAINTENANCE     UBWMTQ97/R4
 Account      Name ODOM BOBBY J (DECEASED)            ADDENDUM
   9008 F          FINAL BILL FOR:  050891 12/11/13  Postal Sort Code MS1
Street Address     8105 EXCHANGE ST           [redacted] Apartment Cd
City, State, Zip   GAUTIER           , MS 39553 -       Phone 334 804 2518
Hold from Late Fee?  Y-Yes    Deposit    85.00  Date  4  7 2011 Rec
Service Address    8105     EXCHANGE
Last Inspected    /    /        Zoning 1      Grid      Flood Zone
Hold Billing N Y-do not bill until changed, H-Hold next time only Print Bill Y
Draft Bank                                        Draft Code    (27,37,28,38)
Name on Acct                                   Acct No.
Does This Account Have 2 Meters N (Y/N) Standing Deposit
Water  Code 101 WATER                           Rental     N
Sewer       201 SEWER                           Bad Check  N
Garbage     301 GARBAGE                         Other Acct N
Other                                           Pool Size
Billing Cycle  1 M=Month Q=Qtr S=Semi-Annual A=Annual 1=1st Month,2=2nd Month
Account Class Code GSW  Water Main Code     Baths      Meter Date  1  6 2014
Sewer Main Code         Garbage Route       Rooms            Delinquent Info:
Arrears   Water     Sewer    Garbage    Other      Total       Hold Code
  Total    77.20     88.28     98.00    100.00      363.48      Date 12  5 2013
   Tax                                             FT Bill      Count  6 Flag Y

 F3-NEXT  F8-READINGS F12-ADDENDUM
```

UBMADD WATER ADDENDUM UBWADD01/R4

ODOM BOBBY J (DECEASED) Account F009008

Total Lines on File 7

Line	Notes
1	04/07/11.....customer needs 1 gb cart....dkh
2	4.8.11 delta delivered cart 1319325 dsb
3	8/7/13 bank called about chrg on 7/15/13. customer is now deceased.kim
4	9/19/13 bill ret
5	10/21/13 bill ret
6	11/27/13 bill ret. checking to see if it is vacant.sdf
7	12/18/13 bill ret
8	
9	
10	
11	
12	
13	
14	
15	

Go directly to line ____

F1&5-UP F2&6-DOWN F9-FIRST F10-LAST F13-INSERT F14-DELETE F17-SAVE

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

POSTED AT
PROPERTY
6-12-14 JB

June 12, 2014

Bobby Joe Odom or
Possible Heirs
8105 Exchange Street
Gautier, Mississippi 39553

Reference: 8105 Exchange Street Drive Gautier, MS 39553

To Whom It May Concern:

This letter is to inform you the City of Gautier; Planning and Economic Development Department will recommend to the governing authority the property at 8105 Exchange Street Gautier, Mississippi is a menace to the public health, safety, and welfare of the community. Code Enforcement will request the mayor and city council review the history of the code violations on this property during a scheduled July 2014 council meeting. If the mayor and council determine the property, meets the criteria for private property clean up they will set a public hearing for a scheduled August 2014 council meeting. The purpose of the hearing is to listen to testimony and determine if the property meets the requirements outlined in Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11.

Code enforcement is requesting the property be in compliance by July 1, 2014. If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 ext 318, or cell number (228) 219-7035.

Sincerely,

Joseph Belles

Joseph Belles
Code Enforcement Officer

Mayor and Members of the Council discussed Consent Item #2 – Ratification of a request to the Jackson County Board of Supervisors for the donation of a portable restroom facility for the parks and recreation.

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

ORDER NUMBER 159-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the ratification of a request to the Jackson County Board of Supervisors for the donation of a portable restroom facility for parks and recreation is hereby approved.

IT IS FURTHER ORDERED that the portable restroom facility will be put to immediate use at Frazier Park.

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

AYES: Gordon Gollott
Mary Martin
Johnny Jones
Hurley Ray Guillotte
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: None

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting July 1, 2014.

Mayor
Gordon T. Gollott

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier

Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

June 18, 2014

Jackson County Board of Supervisors
Troy Ross, President
P.O. Box 998
Pascagoula, MS 39568

Dear Supervisor Ross,

The City of Gautier respectfully requests the Jackson County Board of Supervisor's assistance with the donation of a portable restroom facility for the parks and recreation use. The portable restroom facility will be put to immediate use at Frazier Park.

Thank you again for your continued support and partnership. If you have any questions or need more information, please feel free to contact me at (228) 497-8000 ext.306.

Sincerely,

Gordon T. Gollott
Mayor

Motion made by **Councilwoman Martin** to recess the meeting until July 15, 2014 at 6:30 P.M. Motion seconded by **Councilman Vaughan** and unanimously carried.

APPROVED BY:

____
MAYOR

ATTEST:

____
CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of July 15, 2014.