Tuesday
August 2, 2016
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING by the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 2, 2016 at 6:30 PM 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 and Adam Colledge. Also present were Paula Yancey, Interim City Manager; Cynthia Russell, City Clerk; John Danos, City Attorney; and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 2, 2016 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Office closed in observance of Labor Day Monday, September 5, 2016.

IV. Presentation Agenda

V. Public Agenda

1. Agenda Comments

VI. Business Agenda

1. Order approving a request for a Bee Keeping Permit at 8112 Martin Bluff Road by Mr. William C. Bexley, owner.

2. Order approving a Conceptual Service Drive Relocation Layout at the North- East Quadrant of the Ladnier Road/Hwy. 90 Service Drive Intersection.

3. Order approving the contract extension with Thompson Consulting for Debris Monitoring in preparation for Hurricane/Disaster Debris.

4. **Order approving the contract extension with DRC Emergency Services for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris.**

5. **Order approving Docket of Claims.**

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

1. **Order approving minutes from Recessed Council Meeting held July 19, 2016.**

2. **Resolution authorizing the use of Gautier City Hall Council Chambers for Jackson County Civil Service Hearings.**

3. **Resolution authorizing a request for a donation in the amount of $1,000 to the Gulf Coast Women's Center for Nonviolence, Inc.**

STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss Interim City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Recess until August 9, 2016 at 5:30 PM
www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order as follows:

1. Pull Business Item #2 - Order approving a Conceptual Service Drive Relocation Layout at the North- East Quadrant of the Ladnier Road/Hwy. 90 Service Drive Intersection.

2. Delete Consent Item #3 - Resolution authorizing a request for a donation in the amount of $1,000 to the Gulf Coast Women's Center for Nonviolence, Inc.

Councilman Anderson seconded the motion and the vote carried unanimously.

Announcements:

1. Office closed in observance of Labor Day Monday, September 5, 2016.

Presentation:

None

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

ORDER NUMBER 171-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request for a Bee Keeping Permit at 8112 Martin Bluff Road by Mr. William C. Bexley is hereby ~~approved~~ denied due to lack of water supply and impacting the neighbors negatively.

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

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

AYES: **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 August 2, 2016.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, Interim City Manager
From: Chandra Nicholson, Director of Economic Development and Planning
Date: June 28, 2016
Subject: Request for a Bee Keeping Permit at 8112 Martin Bluff Road

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REQUEST:

Mr. William C. Bexley requests approval of a Bee Keeping Permit at 8112 Martin Bluff Road.

DISCUSSION:

Permits for keeping bees shall be obtained by application to the City Council of Gautier and consideration during public meeting. In considering the application, the Council may consider any relevant item, including but not limited to, objections by adjoining landowners and impact of the colonies on the surrounding areas.

Applicable Sections of Article V, Keeping of Bees from the Animal Control Ordinance are provided below.

> Density. It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:
>
> a. Less than one-quarter acre: No colonies.
> b. One-quarter acre or more, but less than one-half acre tract size: Four colonies.
> c. More than one-half acre, but less than one acre tract size: Six colonies.
> d. One acre or larger tract size: Eight colonies per acre.
>
> All honey bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.
>
> If bee colonies are kept within fifty (50) feet of any exterior boundary of the property on which the hive, stand, or box is located, the beekeeper shall install and maintain a barrier that will prevent bees from flying through it, no less than five (5) feet high, along the exterior boundary of the tract. The barrier must extend 10 feet beyond the colony in each direction.
>
> Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths, or other water sources where they may cause human, bird, or domestic pet contact.
>
> The bees and equipment shall be kept in accordance with the provisions of the laws of the State of Mississippi.

RECOMMENDATIONS:

The City Council may:

1. Approve the Bee Keeping Permit request; or
2. Deny the request.

ATTACHMENTS;

1. Application

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

BEE KEEPING PERMIT & PUBLIC HEARING APPLICATION

Public Hearing Number

CASE # 16-13-BEE

Name of Applicant: William C. Bexley

Phone: 601-508-7857

Property Address: 8112 Martin Bluff Road

Parcel ID #: 85440513000

Mailing Address (if Different):

E-Mail Address: Chrisbexley251@gmail.com

Size of Property: 0.42 Acres Number of Colonies Proposed: 4

ATTACHMENTS REQUIRED AS APPLICABLE:

N/A 1. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

✓ 2. Bee Keeping Narrative (see attached).

✓ 3. Bee Keeping Diagram (see attached).

N/A 4. Copy of protective covenants or deed restrictions, if any.

N/A 5. Any other information requested by the Economic Development/Planning Director.

Signature of Applicant(s): [signature] Date of Application: 5/26/16

Date of Application:

FOR OFFICE USE ONLY

Date Received 5/27/16 Verify as Complete RM

Initials of Employee Receiving Application RM

Scheduled Public Hearing Date JULY 5, 2016 Date Approved by City Council

Deadline for Mailing Public Notice Letters 6/20/16

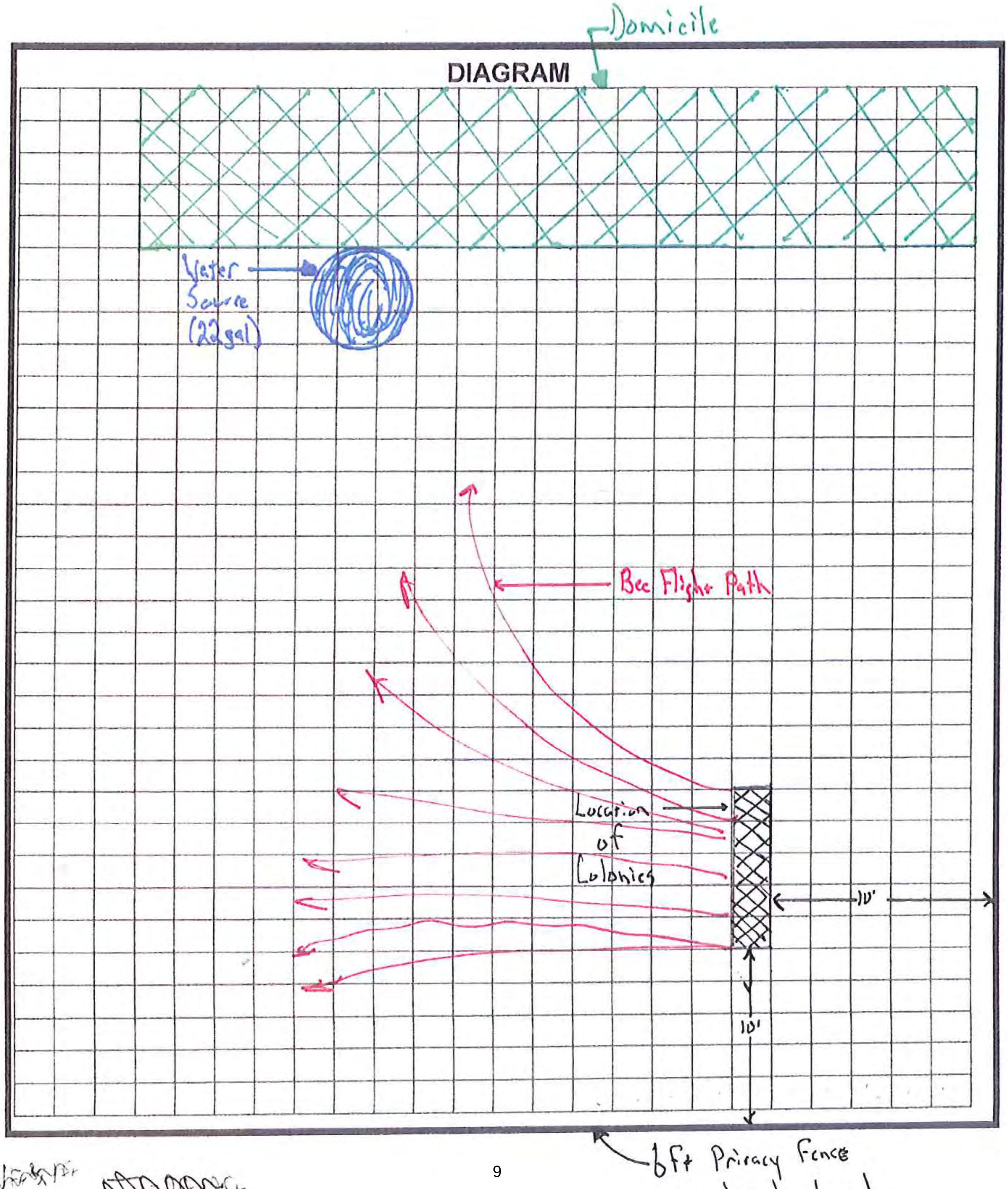
Beekeeping Narrative

The apiary site is located within my private property 10ft from any neighboring property lines. The property is fully encased with a 6ft privacy fence. The colonies are oriented in such a way that no honey bees will fly towards or through an adjacent fence line. The colonies are placed on a hive stand that is 8ft long and 1.5ft tall and are constructed out of pressure treated 4x4's , 2x6's, and painted with exterior paint to resist the wet and humid weather. It is rugged enough to take the immense weight that a colony will put on during a honey flow. The size of the property is 0.42 acres as described in the permit section of this permit form. The colonies will be maintained in a Langstroth hive with includes: a bottom board, hive body, frames (10), inner cover, and a telescoping/migratory cover.

The colonies experience a "growth cycle" which is natural in the honey bee world. As winter turns to spring the colonies need room to expand or the risk of swarming will occur. Swarming is part of the natural reproductive cycle of the honey bee and how the honey bee expands its species. This occurrence can greatly affect the height of the colonies. As the colony expands, hive bodies need to be added to help quell the swarming impulse. A colony may get 4-6 hive bodies tall which would be over 6ft tall, during a peak honey flow, and weigh over 100lbs per box. Because of this, the height of the colony is determined on environmental factors. During the winter months I "overwinter" my colonies in a double deep hive body formation, rotating the hive bodies as spring arrives as the bees work up in the colony into overhead honey stores in winter.

For a water source I have a wine barrel cut in half that has a constant source of water from roof runoff or the water hose during dry, summer months. The water source contains goldfish to help keep mosquito larva from growing, accompanied with a water fountain for oxygenating water. The water source is located within 10 feet of the backdoor and next to the house.

BEE KEEPING DIAGRAM – Provide a diagram of the apiary site that will contain the bees. Please include the size of the lot and label setbacks, the location of the hives, location of the water source to be used by the bees, if the colonies are kept within fifty (50) feet of any exterior boundary include the barrier that will be installed to prevent the bees from flying through it. Attach any other diagrams, pictures, or product material as needed.



State of Mississippi
Department of Agriculture

Bureau of Plant Industry
P. O. Box 5207
Mississippi State, MS 39762

STATEMENT

I, William C Boxley, in the presence of Timothy C. Lockley, Inspector, Bureau of Plant Industry, do hereby make the following statement:

STATEMENT ATTACHED.

(Signature)

8112 Martin Bluff Road
Gautier MS 39553
(Address)

I hereby certify this statement was made and signed by ______ in my presence on the 14TH day of JULY, 2015.

(Signature)

DISTRICT 1 INSPECTOR
(Title)

Statement

On Sunday July 12th 2015. I went out my back door to check on my tomatoes growing on my back patio. The time was around 9:15 A.M. I usually venture out and check my raised garden beds, then eventually end up at my bee hives which are located on the North side of my property against my fence. I choose this location because I've read on a published article that having honeybee colonies in full sun helps combat small hive beetles. When I get done looking at my tomatoes I hear a hissing sound like a aerosol can coming from the back of the property. Went I look up towards my beehives I notice a thick fog of what looks like some sort of pest spray. I immediately took out my cell phone and starting recording footage. As I got closer I noticed it was my a lady, my neighbor, that lives next door (North of my house).

As I approached cautiously, no to get sprayed as well, I asked her "Can I help you?" in a calm voice. After I spoke I heard her make a noise, a small "Ooooh". I continued video recording her making sure not to put my phone over the fence because I was worried about invasion of privacy and being reprimanded because of it. I spoke to the lady again "Can I help you do something?", again in a calm voice and I got no response from her. She kept continuing to spray, this time just spraying the back of my fence with the aerosol can in hand. I asked her while she was spraying, "What was you spraying on my bees?". She neglected to give me any response to my questions as she continued to walk down my fence spraying this substance on my fence. By now I watched this whole can of some unknown substance being sprayed on my fence I asked her one more question, "Whats that you got in your hand?". Again she gave no response.

After recording all this I made sure to save it on my cell phone and upload to YouTube so I know its available for authorities to view. After I started the upload I called the Gautier police department. At around 9:45 Sergeant Larry L. Gowins, Badge #33, arrived at my house. After discussing with the officer what took place, showing him the video, and wanting to press charges the officer asked for my ID and as I went to fetch it in my house the officer went over to question my neighbor. I gave the officer my ID and officer Gowins gave me his card with a case number (0513). Officer Gowins said that this was a very unique case and to give him a call back about my case. It is Tuesday 7/14/2015. I haven't spoken with officer Gowins on my case as he won't be back in his office until Wendsday.

William C Bexley
8112 Martin Bluff Road
Gautier, MS 39553
601-508-7857

Mississippi Department of Agriculture
Bureau of Plant Industry

RECEIPT FOR SAMPLES

Samples Collected (Describe Fully, List Registration, Lot, Batch, Model, Serial Numbers and other positive information)

***ACKNOWLEDGMENT:** The following pesticide, feed, and/or environmental samples were collected by the MS Dept. of Agriculture, Bureau of Plant Industry, in connection with the administration and enforcement of the laws of the State of Mississippi and receipt of the sample(s) is hereby acknowledged.*

Signature (Owner, Operator, or Agent)	Title (Owner, Operator, Agent)

Duplicate Samples Requested and Provided	Samples Were:	Amount Paid For Samples
☐ YES ☐ NO	☐ PURCHASED ☐ RECEIVED, ☐ NO CHARGE	☐ CASH ☐ VOUCHER ☐ BILLED

Signature of Collector	Title of Collector
	District Inspector MDAC/BPI

Notice of Inspection

Authority for conducting this inspection is contained in one or more of the following laws and/or regulations promulgated thereunder: Sections 69-19-1 through 69-19-11, Sections 69-23-1 through 69-23-27, Sections 69-23-101 through 69-23-133, Sections 69-21-1 through 69-21-27, Sections 69-21-101 through 69-21-127, Mississippi Code 1972.

Name of Individual	Title
William C Bexley	Owner

Name of Business	Address
	8112 Martin Bluff Road

City	State	Zip	Phone
Gautier	MS	39553	601-508-7857

Signature of BPI Inspector	Date	Time
	14 JULY, 2015	1500

Reason For Inspection:

- ☐ For the purpose on interviewing to collect data for a pesticide investigation.
- ☐ To obtain samples of any pesticides including samples of any containers, labels and/or labeling.
- ☐ To inspect and obtain copies or records regarding sale, distribution, or disposal of pesticides and/or containers including labels, labeling and literature.
- ☐ For the purpose of inspecting sites where pesticides are being or have been used to collect data on the use of pesticides and to determine whether pesticides are being used in compliance with laws and/or regulations governing their use.
- ☒ Other (specify) PESTICIDE MISUSE

Acknowledgement of Receipt of Notice: The undersigned acknowledges that notice was received on the date and hour shown above.

Signature (Owner, Operator, Agent)	Title (Owner, Operator, Agent)

WHITE COPY – INSPECTED PARTY YELLOW COPY – BPI OFFICE PINK COPY – INSPECTOR'S COPY 4/19/04

GAUTIER POLICE DEPARTMENT

ORI #: MS0300600

INCIDENT #: 2015070513 DATE OF INCIDENT: 7/12/15 TIME OF INCIDENT: 9:20

INCIDENT TYPE (SIGNAL): S45 MALICIOUS MISCHIEF

REPORT TYPE: Initial OFFICER: GOWINS, L BADGE #: 33

COMPLAINANT:(Last, First, Middle) BEXLEY, WILLIAM CHRISTOPHER HOME PHONE: (601)508-7857

ADDRESS: 8112 MARTIN BLUFF ROAD GAUTIER MS 395530000 BUSINESS PHONE: (601) 508-7857

LOCATION OF INCIDENT: 8112 MARTIN BLUFF ROAD GAUTIER

RECEIVED: 07/12/2015 09:20 DISPATCHED: 07/12/2015 09:21 ENROUTE:

ARRIVED: 07/12/2015 09:33 UNDER CONTROL: COMPLETED: 07/12/2015 09:50

STATUS DATE/TIME: STATUS: CLEARED EXCEPTIONAL REASON/DATE (if applicable)

07/12/2015 10:00 PENDING

OFFENSE

SEQ. NUM 1 OFFENSE MALICIOUS MISCHIEF UNDER $1000.00 MMM RSA# 97-17-67 ATT/COMP C

OFFENSE LOCATION TYPE (FOR BURGLARY ONLY) METHOD OF ENTRY

20 HOME / RESIDENCE NBR OF PREMISES ENTERED:

CRIMINAL ACTIVITY TYPE TYPE WEAPON/FORCE INVOLVED

Offense Connected to Victim Sequence Number: 1 BEXLEY, WILLIAM CHRISTOPHER

Offense Connected to Offender Sequence Number: 1 UNKNOWN,

ASSIGNED OFFICER

NAME:GOWINS, LARRY L

COMPLAINANT

TYPE OF COMPLAINANT: I Complainant Also Victim: Y

Comp #: NAME:BEXLEY, WILLIAM CHRISTOPHER

ADDRESS: 8112 MARTIN BLUFF ROAD GAUTIER MS 395530000

PHONE: (HOME) (601) 508-7857 (BUSINESS) (601) 508-7857 (OTHER) (601) 508-7857

SEX: M RACE: W ETHNICITY N DOB: 11/30/1987 AGE: 27 +/- 00 SSN:

HEIGHT: 6- 0 WEIGHT: 145 EYES: GREEN HAIR:BROWN RESIDENT STATUS R

AGGRAVATED ASSAULT/HOMICIDE CIRCUMSTANCES:N/A

NEGLIGENT MANSLAUGHTER: N/A

JUSTIFIABLE HOMICIDE: N/A

ADDITIONAL JUSTIFIABLE HOMICIDE CIRCUMSTANCES: N/A

INJURY TYPE(S): N/A

Offender #: 1 Relationship: ,U UNKNOWN RELATIONSHIP

DISPATCHER

NAME:BELLES, JR, JOSEPH ELMER

OFFENDER

OFFENDER #: 1 NAME: UNKNOWN,

HATE/BIAS MOTIVATED: NONE CLOTHING:

GAUTIER POLICE DEPARTMENT

ORI #: MS0300600

INCIDENT #: 2015070513	DATE OF INCIDENT: 7/12/15	TIME OF INCIDENT: 9:20	

INCIDENT TYPE (SIGNAL): S45 MALICIOUS MISCHIEF

ADDRESS: GAUTIER MS 00000000

PHONE: (HOME) (228)		(BUSINESS) (228)		(OTHER) (228)
SEX: U	RACE: U	ETHNICITY U	DOB:	AGE: 0 +/- 00 SSN:
HEIGHT: 0- 0	WEIGHT: 0	EYES:	HAIR:	RESIDENT STATUS U

OFFENDER USED: NOT APPLICABLE

RECEIVED BY

NAME: BELLES, JR, JOSEPH ELMER

GAUTIER POLICE DEPARTMENT

ORI #: MS0300600

INCIDENT #: 2015070513 DATE OF INCIDENT: 7/12/15 TIME OF INCIDENT: 9:20

INCIDENT TYPE (SIGNAL): S45 MALICIOUS MISCHIEF

PROPERTY

PIN: 2015001150 TYPE: 77 OTHER

CONNECTED WITH (PARTY, OFFENSE): 1 MALICIOUS MISCHIEF UNDER $1

SERIAL/VIN: YEAR: MAKE: BEE HIVE MODEL: N/A COLOR: GLD

STYLE: PERSONAL LICENSE: STATE: EXP.: VALUE: 150.00 __ Locked __ Keys

INSURANCE: N/A LIEN: N/A TOWED BY:

OWNER: OWNER ID#: 2015000892 CALIBER: __ Registered

REPORTED STOLEN ID#: RETURNED/SOLD DATE: AMOUNT: 0.00

PROPERTY ACREAGE: 0

STATUS: 4 DESTROYED/DAMAGED/VANDALIZED AGENCY: GPD VALUE: 150.00 QUANTITY: 6.00

STATUS DATE/TIME: 7/12/2015 10:05 LOCATION 8112 MARTIN BLUFF ROAD

COMMENTS:

GAUTIER POLICE DEPARTMENT

ORI #: MS0300600

INCIDENT #: 2015070513	DATE OF INCIDENT: 7/12/15	TIME OF INCIDENT: 9:20

INCIDENT TYPE (SIGNAL): S45 MALICIOUS MISCHIEF

Agency: GPD	Incident No: 2015070513	Date Entered: 7/12/2015	Sequence: 1
Author: GOWINS, LARRY L		Title: MALICIOUS MISCHIEF - BEXLEY, WILLIAM C.,	

I was dispatched to 8112 Martin Bluff road and met with the homeowner, William Bexley, about the deliberate, potential destruction of his collection of bee hives.

William stated that he was in his back yard when he recorded on his smart phone an unidentified person spraying insecticide from an aerosol can into his bee colonies. Williams suspects that his next door neighbor (8116 Martin Bluff road), Ann Walker, was responsible.

I spoke with Ann and she denied spraying the bees with insecticide but stated that the colonies of bees have been a nuisance to her family.

William stated that he checked with all the local law enforcement agencies and was told that the keeping of the colonies were not against the law.

Both parties were advised that I would get with our Animal Control Ofifcer for his review and action(s).

...y certify that the foregoing is a ...e and correct copy of the Police records of the City of Gautier, Mississippi.

Records Clerk for City of Gautier, Mississippi

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

ORDER NUMBER 172-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract extension, for a period on one (1) year with Thompson Consulting for Debris Monitoring in preparation for Hurricane/Disaster Debris is hereby approved.

IT IS FURTHER ORDERED that the pricing, terms and conditions of the original contract will remain in effect until August 27, 2017.

IT IS FURTHER ORDERED that the Interim 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 August 2, 2016.

CITY OF GAUTIER
MEMORANDUM

To: Mayor & Council

From: Paula Yancey, Interim City Manager

Date: July 27, 2016

Subject: Contract Extension with Thompson Consulting for Debris Monitoring in Preparation for Hurricane/Disaster Debris

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REQUEST:

City Council authorization is requested for approval to extend the contract with Thompson Consulting for Debris Monitoring in preparation for Hurricane/Disaster Debris that is set to expire on August 27, 2016.

DISCUSSION:

The City must prepare to respond in the timeliest manner possible to monitor the removal of the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster. It is necessary for the City to engage the services of a contractor prior to actual landfall of a storm or declared.

The City of Gautier opened Statements of Qualifications & Experience from qualified firms for debris monitoring services for a pre-event contract to facilitate the debris removal from the City of Gautier in the event of a disaster declaration or at the direction of the City on June 19, 2014. This contract was for a term of two (2) years, with an option to extend on a yearly basis for up to two (2) additional years, upon the discretion and approval of the City Council. The contract was effective August 27, 2014 and is set to expire August 27, 2016.

Thompson Consulting has offered the City an extension for a period of one (1) year. The pricing, terms and conditions of the original contract will remain in effect until August 27, 2017.

RECOMMENDATION:

City Staff recommends City Council approval of the one (1) year contract extension with Thompson Consulting for Debris Monitoring in Preparation for Hurricane/Disaster Debris.
Based on the information provided, the Council may:

1. Approve the extension per the agreement; or
2. Disapprove the amendment per the agreement

ATTACHMENT(S):

Extension Request Letter
Contract for Debris Monitoring In Preparation for Hurricane/Disaster Debris

City of Gautier

Gautier, Mississippi

Mayor
Gordon F. 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

Interim City Manager
Paula Yancey

City Clerk
Cynthia L. 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

July 27, 2016

Danny Garner
Thompson Consulting Services
1135 Townpark Avenue
Suite 2101
Lake Mary, Florida 32746

RE: Disaster-Related Debris Monitoring Services

This letter constitutes official notice to extend the current contract with Thompson Consulting Services and the City of Gautier for an additional one (1) year term to provide Disaster-Related Debris Monitoring Services for the City of Gautier in the event that these services are required. The pricing, terms and conditions of the original contract will remain in effect until August 27, 2017.

We look forward to working with you and your company. Feel free to contact my office should you have any questions.

Sincerely,

Paula Yancey
Interim City Manager

Attachment:
City of Gautier Board Minutes

"Nature's Playground!"

CITY OF GAUTIER DISASTER DEBRIS MONITORING CONTRACT

**CONTRACT FOR DEBRIS MONITORING
IN PREPARATION FOR HURRICANE/DISASTER DEBRIS**

This Contract is made and entered into effective the 27th day of August 2014, by and between the City of Gautier, Mississippi, a municipal corporation (hereinafter "City"), and Thompson Consulting Service, (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to be prepared to respond in the most timely manner possible to monitor the removal of the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster, it is necessary to engage the services of a contractor prior to actual landfall of a storm or declared disaster;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I. BACKGROUND

The City of Gautier, Mississippi, (the CITY), requires the services of a monitor to support the oversight and management of debris recovery contractors, as well as the compilation and organization of documentation necessary for the CITY to obtain reimbursement for expenditures on debris removal and monitoring from federal and state agencies. MONITOR will provide a range of related services including training and other services as needed and ordered by the CITY. Other services may include, if required by the CITY, facilitating communication with the Federal Emergency Management Agency (FEMA), the Mississippi Emergency Management Agency (MEMA), the State of Mississippi and other federal and state agencies. This scope is to prequalify firms as a pre-event contract for a contract period of 2 years, with an option to extend the contract on a yearly basis for up to two additional years.

II. SCOPE

A. GENERAL

Upon notification by the CITY to proceed, the MONITOR will provide the workers to fill the positions identified in the Monitoring Contract in sufficient numbers to perform the services required herein. In addition to other services specified herein, MONITOR shall:

1. Work with the CITY's emergency operations staff in the event a hurricane storm track is anticipated to make landfall.
2. Monitor services of "70 Hour Push" debris contractor should the severity of a storm require the services of a contractor to "push" debris aside to clear major roads;

3. Monitor debris removal contractors' progress and make recommendations to improve efficiency and speed up recovery work.
4. Assist with identification of eligible debris and issue a load ticket to debris loading crews.
5. Assist the CITY with responding to public concerns and comments if requested by the CITY.
6. Notify the CITY of non-compliance with contracts by any debris removal contractor.

B. BASIC SERVICES.

Field services provided by MONITOR include:

1. Preparation and reproduction of trip tickets in a format designated by the CITY;
2. Hiring and training of all personnel for positions needed to perform the monitoring contract;
3. Pre-measure truck capacity and assign truck number to each contractor vehicle that is hauling debris to disposal sites. A log of truck measurements will be submitted to the CITY for filing with state and federal agencies;
4. Reviewing the amount and type of debris loaded by each debris removal contractor at each point of loading;
5. Issuing properly and accurately filled out trip tickets at the point of loading for each loading site of each debris removal contractor;
6. Evaluating each truck as it arrives at the debris disposal site, and accurately and completely filling out and verifying trip tickets for each such truck for each debris removal contractor.

Other services provided by MONITOR include:

1. Measure and record the truck capacity on truck measurement logs.
2. Log debris volumes in a digital format (ex. Microsoft Excel). Data to be tracked includes date, contractor, disposal site, trip ticket number, capacity, load rating, actual yards, location of debris, and type of debris;
3. Track first pass debris as Federal Aid route, or Non Federal Aid route, to protect reimbursement from FEMA and FHWA.
4. Compare truck capacity on trip ticket with measured truck volume to identify any errors.
5. Provide debris volume reports to the CITY, and as requested by FEMA/MEMA;
6. File original tickets by numerical order, by Contractor, by day and by disposal site to be submitted to the CITY for record keeping;
7. Verify hours that equipment and personnel are utilized by "70 Hour Push" debris contractor, if such contractor is utilized by CITY.

C. PROJECT MANAGEMENT

MONITOR will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 9:00 a.m. to the CITY Project Manager. Each daily report submitted will contain the following minimum information:

1. Contractor name;
2. Progress by area and estimations of total quantities remaining, including time to completion;

3. Submission of trip tickets within two days sorted by numerical order, by Contractor, by day and by disposal site.

Additional written reports may be requested by the CITY which shall document the debris contractors' activities and progress from the previous report and cumulatively for each Contractor. Each such additional report submitted will contain such information as may be requested by the CITY.

MONITOR shall review Contractor pay requests and make a recommendation to the City in regards to the accuracy and completeness of the invoice and payment recommendation. Each invoice should be coded with the correct Project Worksheet number to expedite the CITY'S reimbursement.

D. RECORD RETENTION

MONITOR shall collect and retain all documentation which it utilizes in the performance of the Monitoring Contract, including but not limited to, all such documentation that may be required by FEMA in order to process reimbursement requests by the CITY.

E. MEETINGS AND COMMUNICATIONS

Open, timely conversations and written documentation are significant actions to provide successful completion of the debris removal contracts. Throughout the execution of the contracts, MONITOR will meet with CITY representatives as directed by and coordinated with the CITY. MONITOR will attend a conference for the debris recovery contractors, if so directed by the CITY, and will attend regular progress and coordination meetings, as appropriate.

MONITOR shall attend City Council Meetings, as requested, to directly respond to public comments, public records requests, or City Council questions as they relate to the progress or issues with the debris removal project.

MONITOR shall attend meetings conducted by MEMA and/or FEMA as requested by the City. MONITOR shall provide assistance to the CITY and or MEMA/FEMA in completing all Project Worksheets necessary for reimbursement. Monitor will generate reports to support the questions and reimbursement as necessary.

F. FIELD MONITORING

The MONITOR shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:

1. __1__ staff per debris disposal site
2. __1__ staff per debris loading site or crew

In the event the "70 Hour Push" debris contract is activated by the CITY, the MONITOR and the

CITY shall co-ordinate assignment of personnel to each applicable location, and the CITY shall have the option of assigning CITY personnel to some or all of the debris sites.

G. QUALITY CONTROL

The MONITOR shall:

1. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs, separated by Federal Aid/Non-Federal Aid routes for First Pass debris removal efforts;
2. Inspect means and methods to measure and record work and recommend changes that may be needed;
3. Recommend stopping work in progress that is not being performed or documented in the appropriate manner;
4. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
5. Check work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received;
6. Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate;
7. Maintain digital photo documentation of recovery work on a weekly basis.

H. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The MONITOR will work closely with the Contractor, CITY and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to assist with obtaining necessary permits, licenses, and certificates, if requested. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. Environmental Permits - Asbestos/lead paint abatement, construction permit, demolition permits;
2. Clean Air Act (Emissions) Permits - Burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

I. EVENT CLOSURE

MONITOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, MEMA and any other applicable agency for disaster recovery efforts by CITY staff and designated debris removal contractors, as requested by the City. The MONITOR will assist in reviewing and processing requests for payment by the disaster debris removal contractors.

III. SCHEDULE

MONITOR will provide continuous services for the period specified in the Monitoring Contract. MONITOR will mobilize a staff of sufficient size to adequately monitor debris removal operations.

J. Payment to the Monitor

Monitor will provide the services as defined in this Scope based on an hourly rate schedule, as provided in the Fee Table. These hourly rates will include all expenses, as no direct expenses will be included in this contract, unless authorized by separate Addendum to this contract.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR"

By: ______________________

Title President

CITY OF GAUTIER, MISSISSIPPI

By: ______________________
MAYOR, CITY OF GAUTIER

ATTEST: ______________________
CITY CLERK

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

ORDER NUMBER 173-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract extension for a period on one (1) year with DRC Emergency Services for Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris is hereby approved.

IT IS FURTHER ORDERED that the pricing, terms and conditions of the original contract will remain in effect until August 27, 2017.

IT IS FURTHER ORDERED that the Interim 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 August 2, 2016.

CITY OF GAUTIER
MEMORANDUM

To: Mayor & Council

From: Paula Yancey, Interim City Manager

Date: July 27, 2016

Subject: Contract Extension with DRC Emergency Services for Debris Removal and 70-hour push in preparation for Hurricane/ Disaster Debris

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REQUEST:

City Council authorization is requested for approval to extend the contract with DRC Emergency Services for Debris Removal and 70-hour push in preparation for Hurricane/ Disaster Debris that is set to expire on August 27, 2016.

DISCUSSION:

The City of Gautier opened Statements of Qualifications & Experience from qualified firms to perform disaster related debris removal services and monitoring services for the City of Gautier in the event of a disaster declaration or at the direction of the City on June 19, 2014. This contract was for a term of two (2) years, with an option to extend on a yearly basis for up to two (2) additional years, upon the discretion and approval of the City Council. The contract was effective August 27, 2014 and is set to expire August 27, 2016.

DRC Emergency Services has offered the City an extension for a period of one (1) year. The pricing, terms and conditions of the original contract will remain in effect until August 27, 2017.

RECOMMENDATION:

City Staff recommends City Council approval of the one (1) year contract extension with DRC Emergency Services for Debris Removal and 70-hour push in preparation for Hurricane/ Disaster Debris.
Based on the information provided, the Council may:

1. Approve the extension per the agreement; or
2. Disapprove the amendment per the agreement

ATTACHMENT(S):

DRC Emergency Services Renewal Offer
Contract for Debris Removal in Preparation for Hurricane/Disaster Debris

DRC
EMERGENCY SERVICES
Striking Back.

P.O Box 17017, Galveston, TX 77552
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

July 26, 2016

Chastity Bilbo
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Contract between DRC Emergency Services and the City of Gautier, MS
Debris Removal and 70-hour push in preparation for Hurricane/Disaster Debris

Ms. Bilbo,

The City of Gautier contract is set to expire on August 30, 2016. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC and City of Gautier, MS for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring August 30, 2017.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lgarcia@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and City of Gautier, MS.

Sincerely,

Lisa M Garcia
Contracts Manager
Cell: (504)715-9052

Agreed and Accepted by:
City of Gautier, MS

Authorized Signature

Title

Date

PREAMBLE: Debris Removal and 70 Hour Push

This contract is intended to have Contractors load, haul and dispose of debris from the City of Gautier from devastated areas in the event of a disaster declaration. The City will pre-qualify contractors and define boundaries within the City for the pre-qualified contractor(s). List references in Section 1 of the bid package (with contact information) that can attest to the past performance on similar projects as described in the Scope of Work, and the volume of debris hauled for the client. To qualify for this project, Prime **Contractor must have hauled a minimum of 500,000 CY** for one event in the last 8 years, and be verifiable by the agency for which the debris was hauled. The debris removed under this Contract is intended to be the material generated by the disaster that is a threat to the public health and safety of the community, and is to be disposed of in permitted, approved permanent landfills. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to use its own forces to remove the material.

In addition, if the City determines there is sufficient need for a 70 hour push, this contract is intended to move roadway debris quickly to the side of the road to provide access into devastated areas. The debris is not to be removed or disposed, only to provide clear access routes to allow for: 1) movement of emergency vehicles, 2) law enforcement, 3) resumption of critical services, and 4) damage assessment of critical public facilities and utilities.

A performance bond of $100,000 will be required that will be surrendered within 48 hours of landfall of hurricane if contractor has not mobilized equipment. This contract is for a term of two years with an option to extend on a yearly basis for up to two additional years with City Council approval. The Council shall have authority to decline renewal at such intervals. Non-renewal shall not be deemed breach of contract.

Contractor must have ownership of the equipment listed in the pricing schedule, or identify the intended subcontractor and that the subcontractor owns the equipment at the time of the bid. This contract is intended for debris contractors that have experience in providing this type of service on FEMA reimbursable contracts, with verifiable references of past contract performance of similar debris activity. Contractor must have been the prime contractor on a FEMA reimbursable debris project to qualify for this contract, and list the project and client reference that can verify this experience.

CONTRACT FOR DEBRIS REMOVAL and 70 HOUR PUSH IN PREPARATION FOR HURRICANE/DISASTER DEBRIS

This Contract is made and entered into effective the 27 day of August, 2014, by and between the City of Gautier, Mississippi, a municipal corporation (hereinafter "City"), and DRC Emergency Services, LLC (hereinafter "Contractor"). W I T N E S S E T H:

WHEREAS, in order to be prepared to respond in the most timely manner possible to remove the storm/disaster related material that presents a threat to the public health and safety of the community in the immediate aftermath of a damaging hurricane or other declared disaster, it is necessary to engage the services of a contractor prior to actual landfall of a storm or declared disaster;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits derived hereby, the receipt and sufficiency of all of which is hereby acknowledged by both City and Contractor, it is hereby agreed as follows:

I **PURPOSE:** The purpose of this Contract is to pre-qualify debris contractors to provide debris removal from certain public and private property as defined herein as a result of a Hurricane or other declared disaster. In the event that no disasters occur, the pre-qualified debris contractor may not get any work assignments out of this contract. The severity of the disaster will dictate the level of cleanup necessary; therefore, a smaller disaster may not include debris removal from private property, while a major disaster may include right-of-way cleanup, private property cleanup, and demolition of structures. This Contract is also effectuated into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to any applicable Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well any applicable President's Declaration of Disaster.

II SERVICES OF CONTRACTOR:

2.1 General Debris Removal

(a) Contractor shall be fully responsible for sorting debris at curbside in the **public rights-of-way,** debris loading, transportation of eligible debris from the public rights-of –way in sectors of the City as assigned by the City, and disposal of debris. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The City may choose to select multiple contractors, and the City may choose to offer Contractors that are not the low bid, the opportunity to haul debris for the City at the low bid price. The Contractor may not enter private property to remove debris, unless authorized by the City in writing. The material at the street is to be sorted at the curb for disposal at the appropriate site. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Exposed stumps at the ROW will be measured by the CY and paid for as debris.

(b) Contractor shall be fully responsible for eligible debris pick-up **from private property** (if authorized by FEMA), transportation of debris, and disposal of debris, provided that sufficient authorization to enter the property is acquired either through a valid "Right-of-Entry" or Court Order or administrative proceedings conducted by or on behalf of the City. The City shall designate which parcels of private property contain the debris to be removed. The City reserves the right to stop the debris removal on a parcel at any time prior to the completion of the debris removal on that parcel by the Contractor. When the removal of debris or structures from property by Contractor exposes any public utility line on a parcel, Contractor shall immediately notify the City of the need to cap said utility service or line and identify the Contractor's effort to resolve the utility issue. The City reserves the right to change the Sector Assignments, either by increase or decrease, assigned to Contractor. The material on private property is to be sorted on-site for disposal at the appropriate facility. Household Garbage is to be sorted and not hauled as part of this contract. Vegetative debris and Construction/Demolition (C/D) debris can be hauled to an approved landfill. Electronic waste is to be separated and hauled separately from other materials for disposal at an approved facility. Appliances are to be separated and hauled separately from other materials and handled delicately to allow for the recovery of the Freon and disposal (or recycling) at an approved facility. Contractor is to recover Freon from appliances and other Freon containing units.

(c) In addition to debris removal from public rights-of-way and private property, Contractor shall be fully responsible for demolition, debris pick-up, transportation and disposal of demolition debris, including Asbestos Containing Material (ACM) or Potentially ACM (PACM) eligible debris within the Sector of the City to which it has been assigned. The contractor is responsible for securing all utilities on private property in compliance with City code and State law, including water and sewer caps. This includes capturing Freon from air conditioning units and appliances as governed by Federal, State and local laws. When the removal of debris or structures from property by Contractor exposes any public utility line on a parcel, Contractor shall immediately notify the City of the need to cap said utility service or line and identify the Contractor's effort to resolve the utility issue. The Contractor shall comply with OSHA, MDEQ and EPA requirements for ACM demolition, loading and hauling requirements to the location designated by the City within Jackson County. The Contractor cannot leave demolition material behind (including removal of floor coverings), except, perhaps, a clean slab. Slab removal is not authorized unless the slab is undermined and exposed and presents a health hazard and is designated as such by the City. The Contractor shall employ good demolition techniques, which includes:

1. Utilization of asbestos certified supervisors for visible assessment of asbestos siding and asbestos tile shingles prior to demolition,

2. Wetting debris during demolition to reduce the potential for air migration of asbestos,

3. Demolishing the building using a technique to minimize the excess breaking of asbestos,

4. Loading the material with techniques to maintain sufficient distance from personnel to reduce the exposure to airborne material,

5. Placing a placard on the truck hauling the ACM mix with C/D debris reading, "Warning Asbestos Hazard, Stay Away."

6. Notification of MDEQ through demolition notification forms within 24 hours of demolition.

7. Contractor shall employ all other demolition methods sufficient to maintain the safety of contractors, employees, sub-contractors, and the citizens of Gautier.

(d) Contractor shall be fully responsible for ACM/PACM debris disposal and compliance with NESHAP disposal requirements as governed by OSHA, MDEQ and EPA. The Contractor will deliver the ACM material to a municipal solid waste landfill or other NESHAP landfill within Jackson County and complete the manifest provided by the landfill for transportation of the material. The Contractor will contract directly with the landfill to pay the disposal costs related to the ACM debris. Contractor will follow the NESHAP regulations for demolition/abatement unless MDEQ and EPA provide for an accelerated policy for handling demolitions. Asbestos testing is not required as part of this Contract, as City will contract directly with Asbestos Supervisor for testing and air monitoring. However, **all** Contractor employees engaged in operation of equipment conducting demolitions and truck drivers hauling demolition material must have "8 hour ACM Awareness Training" certification for handling ACM and any other training and requirements to satisfy the OSHA regulations.

(e) Contractor shall be fully responsible for final debris disposal. Contractor further shall submit proposed locations for debris disposal for approval by the City prior to hauling debris. Contractor shall provide the City with a copy of the approved permit of the disposal site. There will be no dumpsites, debris staging areas, or debris transfers within the City limits, nor will debris be permanently or temporarily stored or placed at any other location within the City. Contractor represents that it is familiar with all federal, state, and local ordinances, laws, rules, and regulations with respect to debris pick-up, transportation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

(f) When a load of eligible debris is loaded into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

(g) Debris that is classified Hazardous or Toxic is not included in the scope of services, with the exception of Asbestos Containing Material (ACM). Hazardous or toxic materials or waste include, but is not limited to, petroleum products; paint products; electrical transformers; and known or suspected hazardous materials.

2.2 Leaning Trees/Hanging Limbs

(a) Contractor will engage in the removal of leaning and hanging vegetative debris from public property, private residential property and private commercial property, as assigned by the City, or its agents. Contractor shall be fully responsible for removal of damaged and disturbed trees 6" in diameter and greater leaning at an angle of 30 degrees or greater and designated as "removal". Entire trees shall be cut even with the ground and removed. Trees containing damaged and disturbed tree limbs, 2" in diameter and greater shall be paid for as a unit cost per tree, as listed in the Bidder's Schedule, regardless of the number of limbs cut from that tree, but requiring that the contractor cut all broken limbs that are greater than or equal to 2" in diameter. Diameter shall be measured at a point where the branch is cut off adjacent to the tree side of the break. Entire trees shall be cut even with the ground and removed if trunk is broken and the tree is marked "removal". Diameter of tree shall be measured at a point four feet above the base of the tree. Contractor shall be responsible for removal of exposed stumps of diameter 6" or greater related to leaning trees. Stumps should have at least 50% of the root ball exposed to be eligible for removal. Stumps that are designated a safety hazard that are 25" or greater are to be extracted and the hole created by the extraction backfilled with fill dirt. Diameter shall be measured at a point two feet above the ground level. Price shall include extraction and removal of the stump and placement of fill dirt in the resulting hole. The unit bid price for each leaning tree, hanging limb and stump removal shall include the disposal of the debris derived from these leaners and hangers. Each eligible leaning tree and tree with hanging limbs and stump will be clearly marked or identified by a City representative (or monitor) to allow the reimbursement of the leaning and hanging vegetative debris. Leaning or hanging debris that is not marked or monitored will not be eligible for payment to the Contractor. The City (or its monitor) will determine what leaning and hanging vegetative debris and trees pose an immediate threat to public health and safety or to improved property.

(b) Contractor will be required to use load tickets (issued by the monitor) to track that eligible loads are disposed at approved facilities, as the unit bid price includes disposal of the material. Payment for cutting leaning and hanging vegetative material from each specified address will be contingent on the load tickets from the material being delivered to the approved disposal site. Contractor shall be fully responsible for final debris disposal. All material cut from a property must be removed from the property that same day.

(c) When the Contractor is working to remove leaning and hanging vegetative debris, or placing a load of eligible debris into a truck, a representative of the City (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) must be present to provide a load ticket to the driver and to verify that the leaning and hanging debris is eligible for reimbursement. The load ticket shall contain such information, or space for subsequently providing information, which may be required to comply with FEMA requirements for reimbursement, including but not limited to: a ticket number; date; contractor name; truck number; truck capacity; point of debris collection; loading departure time; dump arrival time; and actual debris volume.

<u>2.3 General Information</u>

(a) Contractor shall operate during daylight hours coordinating with landfill, unless otherwise directed by the City's designated Project Manager. Removal shall be restricted to between the hours from dawn to dusk.

(b) Contractor shall be responsible for establishing and scheduling collection routes in consultation with City's designated Project Manager and for coordinating deliveries with the designated disposal facilities.

(c) During the period of this Contract, Contractor shall make at least two (2) passes along all public rights-of-way and defined public property in the City, or as directed by the City based on the severity of the storm, with a minimum of one week, or such time period designated by the City, between passes for each particular area.

(d) Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and pay for all disposal site dumping fees, and perform all other work required for the removal of all debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

(e) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(f) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.

(g) Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

(h) If any debris pile is designated "Do not remove" by property owner, Contractor shall by-pass said pile until the last pass and only remove pile at the direction of the CITY. If any pile is marked "Do not remove" by a FEMA or MEMA employee, Contractor shall not remove said pile.

(i) If Contractor encounters a body or human remains during the debris removal process, or is notified by the City of the probable existence of a body or human remains within any debris being removed, contractor shall immediately cease loading at that location until appropriate public officials have completed their investigation and cleared the site for resumption of debris removal activity.

III **<u>EQUIPMENT AND PERSONNEL</u>**:

(a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. Any truck used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe, or other approved and appropriate equipment. Additionally, the truck or trailer must dump hydraulically and be controlled from the cab of the vehicle and be capable of rapidly dumping its load without the assistance of other equipment or have a self loading feature affixed to the body of the trailer. At a minimum, any truck used to haul debris must be equipped with a factory issued metal tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the City. All trucks carrying debris must have functional tarps to contain the material from blowing out of the truck during transportation of the debris to the disposal sites. All equipment shall be subject to inspection by the City prior to their use and at all times during this Contract.

(b) Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed under this Contract. If asbestos is encountered in the debris being removed under this Contract, Contractor shall immediately notify the City of that fact and all procedures and precautions prescribed by law must be undertaken in the process of removing and disposing of that material.

(c) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure and have functional metal tailgates and tarps covering loads during transport.

(d) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

(e) Contractor will provide decals for trucks of minimum size of 18"x 18" for providing identifying information. Contractor will provide the City access to each debris truck 24 hours before debris hauling by that truck commences to allow the City time to measure the capacity of the truck. The City, or its designated representative, will then fill out a truck measurement form and provide the Contractor a measured capacity of the bed rounded to the nearest Cubic Yard (CY). Each vehicle and trailer transporting debris shall bear two (2) emblems (one on each side) that show the following:

A. "Contractor for the City of Gautier"
B. The assigned Truck/Trailer number
C. Cubic Yardage Capacity (for applicable trucks and trailers)

Any truck identified as manipulating their sideboards to reduce the available volume after measurement will be removed from the project and reported to the appropriate authorities.

(f) Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Contract. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

(g) No vehicles or equipment shall be located on public property or public rights-of -way within the City unless actively engaged in debris removal.

(h) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(i) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the City.

(j) The contractor will provide an inspection tower at the dumpsite, if specified by the City. This tower must be constructed such that the City monitor can look down into the bed to fully view the debris load, establishing a volume. The City reserves the right to approve of the inspection tower prior to commencement of debris hauling activity. The inspection tower must be constructed to meet all local, state, and federal requirements. The contractor may not provide a mechanical lift in place of a constructed tower. The contractor shall provide portable restroom facilities at all dumpsites.

IV **<u>TIME:</u>**

(a) The contract will be for a term of two years with an option to extend on a yearly basis for up to two additional years, upon the discretion and approval of the City Council. Individual work assignments will be provided for a defined duration based on the magnitude of the disaster. The City will initiate work assignments and can issue additions or deletions to the Contract by written change orders, in its sole discretion, or the Contract is terminated as provided herein.

(b) Both parties pursuant to applicable federal, state, and local law will equitably negotiate subsequent changes and completion time.

V PAYMENT AND MEASUREMENT:

(a) Payment shall be based on a schedule of cost per cubic yard of eligible debris or by the individual pay items as defined in the Contractor Bidder's Schedule. Prices are valid for a 4 year period without any adjustments for fuel costs or inflation.

(b) Measurement for debris removed and disposed of will be by the cubic yard as predetermined through truck or trailer bed measurement, or through monitored inventory and documentation from the City or its agents based on the bid items provided herein. Actual measurement shall be documented by trip tickets on a form designated by the City. Load tickets will be provided by the City or its agent with a percentage of capacity identified on the ticket, as determined through observation from the tower at the dumpsite by the monitor, or through individual pay items as tracked and identified by the City, or its monitoring firm.

(c) Contractor shall be reimbursed based solely on the trip tickets issued and verified by the City at the Disposal Site or by the individual pay items as monitored and approved by the City or its agents. Contractor shall not invoice the City more frequently than once for each pass through its sector, or once monthly, whichever is greater. Contractor invoices must be separated by Federal Aid Routes, ROW and ROE work separately and identify and invoice first pass debris removal from Federal Aid routes separately.

(d) Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to the specific declared disaster damage. Further, Contractor shall bill the City and be paid only for eligible debris that originates within the City.

(e) All payments made to the Contractor shall be subject to a 5% retainage and will be retained until ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

(f) The City reserves the right not to make any work assignments in the event of minimal damage or no declared disasters occur throughout the life of this contract, and the right to use CITY staff and equipment to haul debris.

VI LIABILITY AND INDEMNITY:

(a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the City Contact as soon as possible.

(b) Contractor does further indemnify and save harmless the City , its officers, agents, representatives, engineers, monitors, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

(c) In the event that the Contractor conducts demolition or debris removal from private property, and the action of removal removes an excessive volume of dirt from the property or significantly damages the property through rutting, replacement dirt may be required to fill the removed dirt material or ruts from the damaged property so as to avoid ponding of water on the property. Contractor should not excessively remove dirt from property. Replacement dirt will be required as a non-reimbursable item to repair the damage to the private property. Fill material to damaged property and type of fill material will be at the direction of the City and not be a reimbursed activity.

VII <u>INSURANCE/BONDING</u>

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than **$3,000,000.00**. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The City must be listed as an additional insured on said insurance policy.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

(c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) All insurance or bonds required under the terms of this Contract and the Bid

Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi. Contractor must provide a performance bond of $100,000 to the City of Gautier upon notice of a work assignment for the Not to Exceed contract amount.

(e) Contractor shall submit renewal certificates to the City upon annual contract renewals as proof of continued coverage for all required insurance and bonds.

VIII INDEPENDENT CONTRACTOR:

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

IX TERMINATION:

The Contractor may terminate this Contract upon sixty (60) days written notice to the City, provided, however, that during such sixty (60) days (or until earlier release by the City), Contractor shall continue to diligently perform all of its duties hereunder. The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Contractor understands and accepts that any or all of the debris removal services undertaken by the City may be pre-empted, replaced, or performed by state or federal debris removal efforts, and that the City intends to solicit as much State and Federal Assistance in these endeavors as possible. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted, or if the City chooses to utilize its own forces to respond to the disaster and debris removal efforts.

X PURPOSE OF 70 HOUR PUSH:

The purpose of this Contract is to provide the emergency protective measure of clearing the roads and streets of the City of debris to enable their use by vehicles, including but not limited to search and rescue vehicles, police vehicles, ambulances, fire trucks, and public works vehicles, as well as the general public. This Contract is also entered into under the provisions of Section 33-15-17, Mississippi Code of 1972, and pursuant to the Governor's Declaration of Disaster as provided by Section 33-15-31, Mississippi Code of 1972, as well as the President's Declaration of Disaster.

XI SERVICES OF CONTRACTOR:

11.1 70 Hour Push

(a) Contractor shall be responsible for clearing as many of the streets and roads of the City of Gautier as may be cleared during the term of this Contract (on a priority basis established by the City, as communicated to the Contractor's designated Contract Representative by the City's designated Contract Representative (who shall be designated by the City Manager) by cutting debris, where necessary, and moving it aside in such a manner that vehicles may utilize those streets for search and rescue purposes, law enforcement purposes, fire prevention and containment purposes, as well as all other activities of public officials in protecting the public health, safety, and welfare and restoring essential services.

(b) Contractor shall provide the equipment specified herein, with operators and laborers, for debris clearing. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) the equipment listed in the Bidder's Schedule.

(c) The Contractor shall provide crews and equipment to provide these services for a period of Seventy billable (70) Hours after receiving a written Notice to Proceed from the City, or a verbal Notice to Proceed from both the City Manager and either the Director of Public Works, the Director of the Police Department, or the Director of the Fire Department.

(d) All hourly equipment rates include the cost of mobilization, cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. Hours are for project hours on the job, with the equipment manned and operated, while supervised, within the City limits. No mobilization or travel time to the City are reimbursable, nor is idle equipment reimbursable or chargeable as part of this contract.

(e) The work shall consist of cutting fallen limbs or trees that obstruct the designated streets, and pushing the resulting debris to the side of the right of way or if directed by the City or its Monitor, place the material to a suitable location at the end of a street or to a vacant lot in such a manner that the designated street becomes passable to emergency and other vehicles. The work shall also consist of pushing structural and any other debris to the side of the right of way in such a manner that the designated street becomes similarly passable without damaging the City street or infrastructure.

(f) The Contractor shall only be paid for work on streets designated by the City's Contract Representative. In addition, Contractor shall only be paid for work performed where City monitoring agent is present, or has viewed site, and will be able to confirm performance, equipment used, and duration of equipment use. In working with the City/monitor, identification of Federal Aid/Non Federal Aid routes is essential in protecting the reimbursement of the City. When the Contractor is working to remove or clear debris, Contractor will notify the City through its Contract Representative that work is to be in progress such that the City can send a representative (whether a City employee assigned to the task or a subcontractor engaged to perform monitoring services) to review the Contractor's activity. Failure to notify the City or to perform work in such a manner that the City is unable to verify performance shall be a violation of this section and such work shall not be compensated.

(g) The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and local governments or agencies (including but not limited to the office of the Coroner, search and rescue units, and City work crews), or of any public utilities. In the event of a storm sufficiently severe to involve search and rescue efforts and body recovery efforts, whenever so directed Contractor shall suspend work and proceed at the direction of the search and rescue official in charge of any particular debris site.

(h) In the sole direction of the City, Contractor may be instructed by the City to cease work on any particular street or road at any time even though previously instructed to work on that street or road (whether to permit city, state, or federal work crews to perform debris removal tasks, to re-prioritize the schedule of streets to be cleared, or for any other reason). In the event Contractor is so ordered, Contractor will be paid for all work performed in accordance with this Contract up until the cease and desist notification.

(i) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

(j) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable federal, state, or local regulations.

(k) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or

subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.

XII <u>EQUIPMENT AND PERSONNEL:</u>

(a) All trucks and other equipment utilized in the performance of this Contract must be in compliance with all applicable federal, state, and local rules and regulations, and are subject to the approval of the City. All trucks must have functional tarps and factory issued metal tailgates. Sideboards or other extensions to the trailer are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2"x 6" boards or greater, and not to exceed more than 2 ft. above the metal bed sides. All equipment shall be subject to inspection by the City prior to their use and at all times during this contract.

(b) Contractor is responsible for determining and complying with applicable requirements for securing loads, if any, while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property, and public infrastructure.

(c) All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

(d) No vehicles or equipment shall be located on public property or public rights-of-way within the City unless actively engaged in debris removal.

(e) Both City and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone and/or pager) who shall be the contact person throughout the term of this Contract as agent of the City and Contractor, respectively. City and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

(f) Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form for the duration of the Contract unless approved in writing by the City.

XIII **<u>TIME</u>:**

(a) The maximum time allowable for complete performance in every respect under this Contract shall be Seventy (70) hours of equipment operation from the issuance of the Notice to Proceed per declared disaster. The contract will be for a term of two years with an option to extend on a yearly basis for up to two additional years, upon the discretion and approval of the City Council.

XIV **<u>PAYMENT AND MEASUREMENT</u>:**

(a) Payment shall be based on the hourly rates as identified in the attached Bidder's Rate Schedule (ATTACHED AS EXHIBIT A), subject to 5% retainage as required by State Law, up to the "Not to exceed" total provided in the bidders schedule, unless authorized by written Addendum as approved in writing by the City to exceed this amount. All equipment used on this project must be authorized by the City prior to initiation of work. Idle equipment and equipment hours not performed within the City limits are not payable as part of this contract.

(b) Verification of debris removal or clearing and hourly operating totals for each approved equipment type will be by the City's authorized representative.

(c) Contractor shall not be paid to handle or process debris that is unrelated to disaster damage.

XV LIABILITY AND INDEMNITY:

(a) Contractor shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the City Manager or authorized designee as soon as possible.

(b) Contractor does further indemnify and save harmless the City, its officers, agents, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorney's fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

XVI INSURANCE:

(a) Contractor shall maintain general liability insurance which shall remain in full force and effect throughout the term of the Contract, and any extension hereof, in an amount of not less than $3,000,000.00. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by any sub-contractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The City must be listed as an additional insured on said insurance policy.

(b) Contractor shall maintain in full force and effect throughout the term of the Contract, and any extension hereof, statutory worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

(c) Contractor shall maintain in full force and effect throughout the term of this Contract automobile liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned, and leased vehicles.

(d) All insurance or bonds required under the terms of this Contract and the Bid

Specifications and General Requirements shall be issued by a company licensed to do business in the State of Mississippi.

XVII INDEPENDENT CONTRACTOR:

At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the City. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.

XVIII TERMINATION:

The City may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. Since this is a pre-event contract, conditions may present themselves such that no work assignments are issued from this contract if an emergency declaration is not instituted.

XIX MISCELLANEOUS:

(a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.

(c) Contractor shall comply with the federal, state and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation. Contractor shall also comply with: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11275 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); and, 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), as well as all other applicable federal regulations. The Contractor and/or Subcontractors listed as part of this contract cannot be on the Federal Debarred Contractors list.

(d) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas subject to this contract in its pre-storm condition and is familiar with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.

(e) Contractor acknowledges that the severity of any storm which might make landfall at or near the City, as well as the extent of damage that may be caused thereby, cannot be ascertained by either party prior to the issuance of a notice to proceed, and that Contractor is prepared to perform the services called for in this agreement regardless of the extent of said damage. The Contractor acknowledges that the severity of the storm shall not be an excuse for non-performance and is providing a performance bond to ensure mobilization within 48 hours of landfall of a hurricane.

(f) Contractor shall cooperate fully with City for City to obtain the maximum amount of reimbursement from FEMA and MEMA.

(g) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

(h) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(i) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Jackson County, Mississippi.

(j) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(k) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(l) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the approval of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.

(m) This Contract shall not be assigned without the prior written consent of City.

(n) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the parties.

(o) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

(p) Performance of Contractor shall be secured by a performance bond payable to the City of Gautier, Mississippi, in the amount of $100,000.00, in the event that the Contractor does not mobilize within 48 hours of landfall of a hurricane, or other Contractor's default or failure to perform under the terms and conditions of this Contract, the bond would become payable to the City of Gautier.

(q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof: this Contract and the Notice to Proceed.

XX **AWARD:**

(a) Contractor shall make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources. The City reserves the right to accept or reject (in its sole discretion) proposed subcontractors. Contractor may not use any subcontractor rejected by the City.

(b) Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin, or handicap.

(c) The City reserves the right to award contracts to multiple companies. The City reserves the right to delete from the Scope the removal of debris from private property and demolitions of structures from the Contract at any time following the award of the Contract to the successful bidder, while requiring the Contractor to continue to remove material from public rights of way.

(d) The City reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual bid items within this Scope.

(e) Contractor shall comply with the federal, state and local requirements regarding minority business enterprise (MBE) in the procurement of goods, equipment, or services, and shall insure that all sub-contracting, competitive, and equitable bidding opportunities are followed in order to afford such minority business enterprise participation.

(f) City is not responsible for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions. Contractor represents that it has inspected the areas where debris is to be collected and removed and is familiar with the street layout, including but not limited to, street widths; and has considered all other factors, both known and unknown, that will affect the work to be performed under this Contract, and accepts same "as is". Contractor further represents that it has not in any way relied upon any representation of the City or any of its agents, officers, representatives, employees, and attorneys.

(g) Contractor shall cooperate fully with the City in order for the City to obtain the maximum amount of reimbursement from FEMA and MEMA.

(h) City shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections and metering of operations, and inspections of operating records during Contractor's operating hours.

(i) Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

(j) All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of Mississippi, and in the event of a conflict that cannot be resolved; suit will be filed in the appropriate state court in Jackson County, Mississippi.

(k) This Contract is governmental in nature for the benefit of the general public of the City, and the City does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Mississippi.

(l) If any provision, section, sub-section, paragraph, sentence, clause, phrase, or portion of this Contract, or the documents incorporated herein is for any reason held invalid, unlawful, or unconstitutional by the Court identified herein, it shall not affect the remainder of the validity hereof provided such Contract is not so reduced by such holding as to render it invalid.

(m) This Contract may not be amended, altered or changed, except upon written agreement executed by the duly authorized representative of the Contractor and by the governing authority of the City. This Contract is subject to the review of the Federal Emergency Management Agency (FEMA) and the Mississippi Emergency Management Agency (MEMA), and is subject to modifications as either of these agencies may require.

(n) This Contract shall not be assigned without the prior written consent of City.

(o) This Contract shall be binding upon the heirs, successors, assigns (if any), agents, officials, employees, independent contractors, and sub-contractors of the parties.

(p) Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.

(q) The Contract documents which comprise and supplement the Contract between the City and Contractor consists of the following documents, which documents are made a part of this Contract as fully as if disclosed and written at length and made a part hereof:

(1) This Contract;

(2) Any Exhibits to this Contract;

(3) Contractor's Bid and Bonds;

(4) Notice of Award;

(5) Notice to Bidders;

(6) Bid Specifications and General Requirements;

(7) Any modifications, including change orders, duly delivered after execution of this Contract; and

(8) Notice to Proceed.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

"CONTRACTOR" DRC Emergency Services, LLC.

By: Kristy Fuentes

Title V.P. of Business Development

CITY OF GAUTIER, MISSISSIPPI

By: [signature]
MAYOR, CITY OF GAUTIER

ATTEST: [signature]
CITY CLERK

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

ORDER NUMBER 174-2016

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

IT IS FURTHER ORDERED that the Interim 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
Rusty Anderson
Adam Colledge

NAYS: **Casey Vaughan**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 2, 2016.

Docket of Claims

Release date from 08/02/2016 thru 08/02/2016

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS, LLC	162367	08/02/2016	07/18/2016			35.00	
	Account Number: 001-170-698	Description: FRAZIER PORT O LET		Invoice #: 0000739601	Date: 06/30/2016	P.O.	Amount	35.00
001	C SPIRE WIRELESS	162391	08/02/2016	07/21/2016			508.20	
	Account Number: 001-100-605	Description: POLICE CELLS		Invoice #: 0032680896	Date: 06/12/2016	P.O.	Amount	508.20
001	AT&T	162392	08/02/2016	07/21/2016			70.50	
	Account Number: 001-092-605	Description: MONTHLY SERVICE		Invoice #: 2284977070	Date: 07/14/2016	P.O.	Amount	70.50
001	AT&T	162393	08/02/2016	07/21/2016			121.27	
	Account Number: 001-092-605	Description: MONTHLY SERVICE		Invoice #: 2284972172	Date: 07/14/2016	P.O.	Amount	121.27
001	AT&T	162401	08/02/2016	07/22/2016			3,306.03	
	Account Number: 001-092-605	Description: MONTHLY SERVICE		Invoice #: 2284978000	Date: 07/14/2016	P.O.	Amount	3,306.03
001	DPS CRIME LAB	162404	08/02/2016	07/25/2016			50.00	
	Account Number: 001-100-699	Description: ANALYTICAL FEES		Invoice #: 90052032	Date: 07/07/2016	P.O.	Amount	50.00
001	DELTA COMPUTER SYSTEMS INC	162405	08/02/2016	07/25/2016			400.00	
	Account Number: 001-092-698	Description: ACCT SOFTWARE MAINT		Invoice #: MN117564	Date: 07/15/2016	P.O.	Amount	280.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN117564	07/15/2016			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN117565	07/15/2016			100.00
001	CABLE ONE INC	162409	08/02/2016	07/26/2016			110.36	
	Account Number: 001-100-699	Description: JUL 2016: #118476316		Invoice #: 07012016	Date: 07/08/2016	P.O.	Amount	110.36
001	ALICE CAPAL	162437	08/02/2016	07/26/2016			75.00	
	Account Number: 001-092-625	Description: PROPERTY DAMAGE:REPL WINDOW		Invoice #: 07062016	Date: 07/06/2016	P.O.	Amount	75.00
001	BORDIS & DANOS PLLC	162438	08/02/2016	07/26/2016			947.50	
	Account Number: 001-060-602	Description: TITLE WORK:LANE PROPERTY		Invoice #: 04212016	Date: 04/21/2016	P.O.	Amount	239.00
	001-060-602	TITLE WORK:HOSEA PROPERTY		85440427	06/06/2016			187.00
	001-060-602	TITLE WORK:SIMPSON PROPERTY		86026081	07/14/2016			227.50
	001-060-602	TITLE WORK:OSWALD PROPERTY		85426540	07/20/2016			294.00
001	JACKSON COUNTY ADULT DETENTION CENTER	162439	08/02/2016	07/26/2016			8,128.89	
	Account Number: 001-010-696	Description: JUN 2016 ADC CHGS		Invoice #: 06302016	Date: 07/06/2016	P.O.	Amount	8,085.00
	001-010-696	PHARMACY CHARGES		06302016	07/06/2016			43.89

Docket of Claims
Release date from 08/02/2016 thru 08/02/2016

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	162440	08/02/2016	07/26/2016			2,154.28	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP47948262	07/18/2016		38.41
001-100-525	UNL FUEL	NP47948262	07/18/2016		1,692.10
001-161-525	DSL FUEL	NP47948262	07/18/2016		162.71
001-170-525	UNL & DSL FUEL	NP47948262	07/18/2016		181.80
001-205-525	UNL & DSL FUEL	NP47948262	07/18/2016		79.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	162441	08/02/2016	07/26/2016			2,320.43	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP47990866	07/25/2016		41.53
001-092-525	UNL FUEL	NP47990866	07/25/2016		34.19
001-100-525	UNL FUEL	NP47990866	07/25/2016		1,822.77
001-161-525	UNL & DSL FUEL	NP47990866	07/25/2016		207.04
001-170-525	UNL & DSL FUEL	NP47990866	07/25/2016		153.53
001-205-525	UNL FUEL	NP47990866	07/25/2016		61.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SUN HERALD	162443	08/02/2016	07/26/2016			254.80	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-559	ANNUAL SUBSCRIPTION 2003375	7DAYC	07/15/2016		254.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	162444	08/02/2016	07/26/2016			946.40	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002	07102016	07/22/2016		425.22
001-161-631	MARTIN BLUFF FD 58380001	07112016	07/25/2016		244.89
001-201-629	SIGNAL LIGHTS 17546	07112016	07/25/2016		39.66
001-092-631	CITY LIMIT SIGN 17546	07112016	07/25/2016		28.62
001-100-631	MBLUFF SUB STN 58521002	07112016	07/25/2016		208.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANCEL MULTIMEDIA	162453	08/02/2016	07/27/2016			250.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	AUG 2016 WEBSITE HOSTING	1113	07/25/2016		250.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	162455	08/02/2016	07/27/2016			300.00	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	FIREWALL MAINT RENEWAL (SFD)	2801	07/26/2016		300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAMEY ELECTRIC INC	162464	08/02/2016	07/27/2016			1,537.45	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	REPAIR SIGNAL: G/V @ GHS	14087	07/22/2016		1,537.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	162467	08/02/2016	07/27/2016			8,719.55	____________

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10554	07132016	07/26/2016		4,781.96
001-201-629	SIGNAL LIGHTS 10554	07132016	07/26/2016		1,058.68
001-092-631	CITY HALL 10554	07132016	07/26/2016		1,331.19
001-170-631	FRAZIER PARK 10554	07132016	07/26/2016		47.87
001-170-631	SENIOR BLDG 10554	07132016	07/26/2016		627.40
001-161-631	CENTRAL FD 10554	07132016	07/26/2016		380.99
001-170-631	CITY PARK 10554	07132016	07/26/2016		112.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	162467	08/02/2016	07/27/2016			8,719.55	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	PUBLIC WORKS	10554	07132016	07/26/6016		353.54	
	001-092-631	HWY 90 SIGN	10554	07132016	07/26/2016		25.06	
001	SINGING RIVER E.P.A.	162468	08/02/2016	07/27/2016			2,409.28	______
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION	66298004	07132016	07/26/2016		1,698.89	
	001-201-629	SIGNAL LIGHT	89113001	07132016	07/26/2016		53.29	
	001-170-631	CITY PARK RESTRMS	89912001	07132016	07/26/2016		134.77	
	001-201-633	STREET LIGHTS	90345002	07132016	07/26/2016		255.13	
	001-092-631	RECORDS BLDG	90790001	07132016	07/26/2016		234.80	
	001-170-631	FRAZIER RESTRMS	98546001	07132016	07/26/2016		32.40	
001	SINGING RIVER E.P.A.	162469	08/02/2016	07/27/2016			1,151.04	______
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST	94987002	07132016	07/26/2016		98.97	
	001-201-633	DOLPHIN ST	94988002	07132016	07/26/2016		110.39	
	001-201-633	DOLPHIN ST	94989002	07132016	07/26/2016		165.82	
	001-201-633	DOLPHIN ST	94990002	07132016	07/26/2016		485.91	
	001-201-633	WM PAYNE	100244001	07132016	07/26/2016		124.90	
	001-201-633	WM PAYNE	100245001	07132016	07/26/2016		165.05	
001	GALLS, LLC	162472	08/02/2016	07/27/2016			145.15	______
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	SS TACTICAL POLO XS (5)		BC0297105	07/13/2016	160991	134.20	
	001-090-559	SHIPPING		BC0297105	07/13/2016	160991	10.95	
001	REYNOLDS WHOLESALE CO.	162473	08/02/2016	07/27/2016			1,271.11	______
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS/96 HS TISSUE ROLLS (6)		51610	07/26/2016	161023	231.00	
	001-092-510	CS/30 VB PAPER TOWELS (6)		51610	07/26/2016	161023	155.40	
	001-092-510	CS BROWN MF TOWELS (10)		51610	07/26/2016	161023	199.50	
	001-092-510	HANDHELD DUSTER (2)		51610	07/26/2016	161023	11.90	
	001-092-510	CS/6 CLOROX WIPES 78CT (2)		51610	07/26/2016	161023	65.40	
	001-092-510	CS/4 1GAL NABC DISINFECTANT		51610	07/26/2016	161023	43.80	
	001-092-510	LYSOL SPRAY 19OZ CS/12 (2)		51610	07/26/2016	161023	136.56	
	001-092-510	BX LATEX PF GLOVES 100CT		51610	07/26/2016	161023	59.50	
	001-092-510	FOAM SOAP 6CT		51610	07/26/2016	161023	58.50	
	001-092-510	TIME MIST SPRAY CAN (6)		51610	07/26/2016	161023	27.00	
	001-092-510	PINE SOL 144OZ CS/3		51610	07/26/2016	161023	29.25	
	001-092-510	12CT WINDEX SPRAY 32OZ		51610	07/26/2016	161023	57.50	
	001-092-510	24X33 CAN LINERS 500CT (2)		51610	07/26/2016	161023	47.90	
	001-092-510	30X36 CAN LINERS 200CT (2)		51610	07/26/2016	161023	37.90	
	001-092-510	38X58 CAN LINERS 100CT		51610	07/26/2016	161023	32.95	
	001-092-510	25LBS BX RAGS		51610	07/26/2016	161023	35.55	
	001-092-510	CS/4 1GAL DAMP MOP		51610	07/26/2016	161023	35.80	
	001-092-510	TRIGGER SPRAY NOZZLES (6)		51610	07/26/2016	161023	5.70	
001	ACTION PRINTING CENTER INC	162474	08/02/2016	07/27/2016			333.66	______
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-620	MVR TOW: POLICE DEPT (2,000)		89466	07/14/2013	160927	333.66	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	162475	08/02/2016	07/27/2016			535.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	FIRE OFC 1021-1-11: EHLERT	24579	07/21/2016	160805	178.55
001-161-681	FIRE OFC 1021-1-11: FORTNEY	24579	07/21/2016		178.55
001-161-681	FIRE OFC 1021-1-11: RAYBORN	24579	07/21/2016		178.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	KATHY'S FRAME WORKS	162476	08/02/2016	07/27/2016			55.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-559	FRAME: MULLET FEST PICTURE	34021	07/13/2016	161002	55.57

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO.	162479	08/02/2016	07/27/2016			65.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	CS/16 BROWN MF TOWELS (3)	130960	07/18/2016	161003	50.37
001-092-510	CS/20 SCRUBBING SPONGES	130960	07/18/2016	161003	15.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAWRENCE PRINTING COMPANY, INC.	162480	08/02/2016	07/27/2016			313.63	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-045-500	PAYROLL CLEARING CHECKS	98452	07/14/2016	160914	305.00
001-045-500	SHIPPING	98452	07/14/2016	160914	8.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OFFICE DEPOT, 1104	162483	08/02/2016	07/27/2016			490.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-559	HP OFFICEJET PRO 8740: BILBO	8512879171	07/19/2016	161000	379.99
001-021-559	HP952 INK CARTRIDGE 4PK	8512879181	07/18/2016	161000	100.99
001-021-559	AIR DUSTER 2PK	8512879191	07/18/2016	161000	9.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COMM-TECH SOLUTIONS INC	162485	08/02/2016	07/27/2016			149.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	REPL HANDSET RCVR: BOOKING	15434	07/19/2016	160968	149.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	162487	08/02/2016	07/27/2016			570.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-500	CD/DVD ENVELOPES 50PK (3)	3308297547	07/14/2016	160990	8.25
001-100-500	CANON INK CARTRIDGES 4PK (2)	3308297547	07/14/2016	160990	94.06
001-100-500	CS/8 COPY PAPER (6)	3308297547	07/14/2016	160990	293.94
001-100-500	BX/100 LEGAL LTR FOLDERS (2)	3308297547	07/14/2016	160990	11.28
001-100-500	CD-R SPINDLE 100PK (2)	3308297547	07/14/2016	160990	28.22
001-100-500	DVD-R SPINDLE 100PK (2)	3308297547	07/14/2016	160990	43.72
001-100-500	12PK POST IT NOTES (3)	3308297547	07/14/2016	160990	52.65
001-100-500	12PK GREEN POST IT NOTES (3)	3308297547	07/14/2016	160990	38.85

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY ELECTRIC SUPPLY CO	162490	08/02/2016	07/27/2016			1,602.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	250W PULSE START (11)	PAS/038786	06/30/2016	160923	219.45
001-201-576	250W BALLAST UNIV LAMP (5)	PAS/038827	07/06/2016	160923	479.75
001-201-576	50-150W MH STARTER (10)	PAS/038827	07/06/2016	160923	109.50
001-201-576	15UF CAPACITOR OIL 400V (8)	PAS/038827	07/06/2016	160923	135.60
001-201-576	400W BALLAST KIT LAMP (4)	PAS/039014	07/08/2016	161005	408.00
001-201-576	600V MIDGET FUSE (20)	PAS/039014	07/08/2016	161005	250.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LA POLICE GEAR INC	162493	08/02/2016	07/27/2016			236.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	TACTICAL PANTS (13)	3493853	07/14/2016	160989	207.87
001-100-535	5.11 TACTICAL WOMEN PANTS	3493853	07/14/2016	160989	29.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BIS OFFICE SYSTEMS LLC	162494	08/02/2016	07/27/2016			193.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-500	CANON TONER, GPR-36 MAGENTA	INV29110	07/15/2016	160992	129.95
001-161-500	CANON TONER, GPR-36 BLACK	INV29110	07/15/2016	160992	63.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OCCUPATIONAL HEALTH CENTER INC	162495	08/02/2016	07/27/2016			7,276.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-604	ANNUAL PHYSICAL: FINN, K	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: FORTNEY, T	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: FREMIN, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: GRAHAM, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: GUTHRIE, S	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: HERMES, T	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: HILL, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: HOCANSON, N	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: JAY, D	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: JONES, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: KAUPPI, D	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: KILLEN, A	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: LATCH, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: LINTON, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: MCGARVEY, R	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: SHERMAN, J	96565	07/21/2016	160855	379.00
001-161-604	ANNUAL PHYSICAL: VLAHOS, S	96565	07/21/2016	160855	379.00
001-161-604	TB SKIN TEST: RAYBORN, B	96565	07/21/2016	160855	15.00
001-161-604	ANNUAL PHYSICAL: YOCOM, T	96565	07/21/2016	160855	424.00
001-161-604	ANNUAL PHYSICAL: ROS, M	96565	07/21/2016	160855	394.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ECONOMY BOOTS SALES & SERVICE	162496	08/02/2016	07/27/2016			100.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	SZ DUTY BOOTS: SHERMAN, S	40571	07/08/2016	160976	100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MDOT LOCAL TECH ASSIST PROGRAM	162498	08/02/2016	07/27/2016			250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-681	SW MANAGEMENT CERT:ALEXANDER	10233	07/15/2016	160987	250.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LLOYD B MARSHALL JR CPA	162509	08/02/2016	07/28/2016			595.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-600	PROFESSIONAL SERVS:CENSUS	07272016	07/27/2016		595.00

FUND TOTAL 1 Claims to Checks 38 Total 47,981.21 Manual Held Total 47,981.21

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
020	BROWN MITCHELL & ALEXANDER INC	162452	08/02/2016	07/27/2016			6,475.00	
	Account Number: 020-201-603	Description: PRE ENG I10/57 MASTER PLAN	Invoice #: 21480	Date: 06/30/2016	P.O.:		Amount: 6,475.00	
020	BROWN MITCHELL & ALEXANDER INC	162465	08/02/2016	07/27/2016			16,268.80	
	Account Number: 020-201-603	Description: RPR PROFESSIONAL FEES	Invoice #: 21515	Date: 07/26/2016	P.O.:		Amount: 14,925.00	
	020-201-603	SURVEY	21515	07/26/2016			1,318.50	
	020-201-603	REPRODUCTION	21515	07/26/2016			25.30	
020	FLOORE INDUSTRIAL CONTRACTORS INC	162508	08/02/2016	07/28/2016			251,530.12	
	Account Number: 020-201-750	Description: ALLEN ROAD 65.83%	Invoice #: 07252016	Date: 07/25/2016	P.O.:		Amount: 251,530.12	

FUND TOTAL 20 Claims to Checks 3 Total 274,273.92 Manual Held Total 274,273.92

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	TWIN L CONSTRUCTION INC	162456	08/02/2016	07/27/2016			18,762.50	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
030-355-721	SCHOOLHOUSE: STABILIZATION	06102016	06/16/2016		18,762.50

FUND TOTAL 30 Claims to Checks 1 Total 18,762.50 Manual Held Total 18,762.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PRINGLE & ROEMER PLLC TRUST ACCT	162447	08/02/2016	07/26/2016			10,000.00	____________________
	Account Number: 130-130-770	Description: LITTLE BLUFF LLC: 037-00-00-W		Invoice #: STP-9194	Date: 07/14/2016	P.O.	Amount	10,000.00
130	PRINGLE & ROEMER PLLC TRUST ACCT	162448	08/02/2016	07/26/2016			10,000.00	____________________
	Account Number: 130-130-770	Description: LITTLE BLUFF LLC: 039-00-00-W		Invoice #: STP-9194	Date: 07/14/2016	P.O.	Amount	10,000.00
130	PRINGLE & ROEMER PLLC TRUST ACCT	162449	08/02/2016	07/26/2016			58,500.00	____________________
	Account Number: 130-130-770	Description: FR HARWELL: 003-00-00-W		Invoice #: STP-9194	Date: 07/19/2016	P.O.	Amount	58,500.00
130	PRINGLE & ROEMER PLLC TRUST ACCT	162450	08/02/2016	07/26/2016			73,000.00	____________________
	Account Number: 130-130-770	Description: CW RAMSDELL: 045-00-00-W		Invoice #: STP-9194	Date: 07/26/2016	P.O.	Amount	73,000.00
130	PRINGLE & ROEMER PLLC TRUST ACCT	162451	08/02/2016	07/26/2016			10,000.00	____________________
	Account Number: 130-130-770	Description: MA WOODARDS: 008-00-00-W		Invoice #: STP-9194	Date: 07/26/2016	P.O.	Amount	10,000.00

FUND TOTAL 130 Claims to Checks 5 Total 161,500.00 Manual Held Total 161,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	MURRAY'S NURSERY	162478	08/02/2016	07/27/2016			612.50	________

Account Number	Description	Invoice #	Date	P.O.	Amount
166-201-559	3GAL PINK ROSES (25)	8244	07/12/2016	160986	312.50
166-201-559	1GAL LANTANA M/C FLOWERS(100)	8244	07/12/2016	160986	300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	STAPLES BUSINESS ADVANTAGE DEPT ATL	162488	08/02/2016	07/27/2016			37.45	________

Account Number	Description	Invoice #	Date	P.O.	Amount
166-201-559	2PK LEATHER FRAMES (5)	3308237738	07/13/2016	160985	37.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
166	STEINER SAW & MOWER	162497	08/02/2016	07/27/2016			500.00	________

Account Number	Description	Invoice #	Date	P.O.	Amount
166-201-559	CLUTCH: SCAG #4	383590	07/11/2016	160958	500.00

FUND TOTAL 166 Claims to Checks 3 Total 1,149.95 Manual Held Total 1,149.95

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BROWN MITCHELL & ALEXANDER INC	162454	08/02/2016	07/27/2016			7,250.00	________
171	BROWN MITCHELL & ALEXANDER INC	162466	08/02/2016	07/27/2016			8,300.25	________
171	CUSTOM PRODUCTS CORPORATION	162482	08/02/2016	07/27/2016			42.27	________

Claimant	Account Number	Description	Invoice #	Date	P.O.	Amount
BROWN MITCHELL & ALEXANDER INC (162454)	171-021-779	WETLAND PERMITTING:PROF FEES	21507	07/20/2016		2,263.00
	171-021-779	PRELIM ENGINEERING:PROF FEES	21507	07/20/2016		4,987.00
BROWN MITCHELL & ALEXANDER INC (162466)	171-176-779	STRUCTURAL DESIGN	21514	07/26/2016		2,208.75
	171-176-779	BIDDING ASSISTANCE	21514	07/26/2016		6,091.50
CUSTOM PRODUCTS CORPORATION (162482)	171-021-779	12X18 SIGN: LAND CONSER PROJ	277580	07/21/2016	160994	34.10
	171-021-779	FREIGHT	277580	07/21/2016	160994	8.17

FUND TOTAL 171 Claims to Checks 3 Total 15,592.52 Manual Held Total 15,592.52

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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	162463	08/02/2016	07/27/2016			3,564.59	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	JUL 2016	07/21/2016		3,564.59

FUND TOTAL 172 Claims to Checks 1 Total 3,564.59 Manual Held Total 3,564.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	162366	08/02/2016	07/18/2016			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE JUL 2016		2906	07/15/2016			36.50
	176-170-699	SHOPPING CART FEE JUL 2016		2906	07/15/2016			115.00
176	AT&T	162394	08/02/2016	07/21/2016			237.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	JUL 2016 DSL		2284970676	07/14/2016			110.00
	176-170-605	MONTHLY SERVICE		2284970676	07/14/2016			127.32
176	AT&T	162395	08/02/2016	07/21/2016			218.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	07/14/2016			218.96
176	FUELMAN OF MS	162442	08/02/2016	07/26/2016			35.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP47990866	07/25/2016			35.96
176	BELL AUTO PARTS, INC.	162477	08/02/2016	07/27/2016			341.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	CLUTCH: EXMARK		41491	07/07/2016	160957		341.67

FUND TOTAL 176 Claims to Checks 5 Total 985.41 Manual Held Total 985.41

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	162368	08/02/2016	07/18/2016			62.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	07/06/2016			62.05
400	IRBY'S ANSWERING SERVICE	162369	08/02/2016	07/19/2016			375.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 7/13/16 - 8/9/16		277-01316	07/13/2016			375.95
400	MICRO METHODS INC	162370	08/02/2016	07/19/2016			52.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	TOTAL SUSPENDED SOLIDS		1607286186	07/19/2016			52.00
400	AT&T	162396	08/02/2016	07/21/2016			84.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	07/14/2016			84.43
400	AT&T	162402	08/02/2016	07/22/2016			108.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	07/14/2016			108.43
400	DELTA COMPUTER SYSTEMS INC	162406	08/02/2016	07/25/2016			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN117566	07/15/2016			300.00
	400-650-698	WORK ORDER SOFTWARE MAINT		MN117566	07/15/2016			60.00
400	SINGING RIVER E.P.A.	162445	08/02/2016	07/26/2016			3,226.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		07112016	07/25/2016			23.50
	400-651-631	LIFT STNS 89702001		07112016	07/25/2016			64.64
	400-651-631	LIFT STNS 17881		07112016	07/25/2016			1,889.72
	400-651-631	WATER WELLS 17881		07112016	07/25/2016			1,249.03
400	SINGING RIVER E.P.A.	162446	08/02/2016	07/26/2016			2,249.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		07102016	07/22/2016			634.19
	400-651-631	LIFT STATIONS 28779		07102016	07/22/2016			400.55
	400-651-631	SCHOONER WELL 20688		07082016	07/20/2016			1,042.65
	400-651-631	LIFT STATIONS 20688		07082016	07/20/2016			171.83
400	ARISTA INFORMATION SYSTEMS INC	162458	08/02/2016	07/27/2016			2,800.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2016 STATEMENTS		21491	07/18/2016			1,300.57
	400-650-698	JUN 2016 POSTAGE		1425201607	07/19/2016			1,500.00
400	CITY OF GAUTIER	162459	08/02/2016	07/27/2016			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		07112016	07/11/2016			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		07112016	07/11/2016			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		07112016	07/11/2016			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		07112016	07/11/2016			2,149.95

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	162459	08/02/2016	07/27/2016			43,427.11	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-824	ST LNS #6 OLD SPAN TR	07112016	07/11/2016		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	07112016	07/11/2016		9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	162460	08/02/2016	07/27/2016			563.40	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	M800 SERVICE RENEWAL (1)	1003056	07/08/2016		563.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	162461	08/02/2016	07/27/2016			103,864.98	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	BAL MAY 2016 GARBAGE	05312016	06/30/2016		3,814.80
400-000-104	JUN 2016 GARBAGE PMTS	06302016	06/30/2016		100,050.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2012 GUD BONDS DEBT SERVICE	162462	08/02/2016	07/27/2016			117,050.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-816	AUG 2016 PRN PMT	08012016	07/31/2016		109,166.67
400-680-817	AUG 2016 INT PMT	08012016	07/31/2016		7,883.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER E.P.A.	162470	08/02/2016	07/27/2016			372.32	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	IONIZATION PLANT 99216002	07132016	07/26/2016		372.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CABLE ONE INC	162471	08/02/2016	07/27/2016			84.03	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	JUL 2016: #107663106	07162016	07/23/2016		84.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LAWRENCE PRINTING COMPANY, INC.	162481	08/02/2016	07/27/2016			313.63	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	METER DEPOSIT CHECKS	98451	07/14/2016	160915	305.00
400-651-698	SHIPPING	98451	07/14/2016	160915	8.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C & M ELECTRIC MOTOR SERVICE, INC.	162484	08/02/2016	07/27/2016			1,896.40	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	10HP SUB PUMP: CAMINO GRANDE	11803	07/12/2016	160980	1,896.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN WATERWORKS SUPPLY, INC	162486	08/02/2016	07/27/2016			850.20	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	1" BRASS COUP CTS X PVC (5)	65251	06/16/2016	160873	160.38
400-651-581	1" BRASS COUP CTS X FIPT (6)	65251	06/16/2016	160873	115.42
400-651-581	1" BRASS COUP PVC X MIPT (6)	65251	06/16/2016	160873	167.18
400-651-581	1" BRASS THREADED COUP (6)	65251	06/16/2016	160873	30.42
400-651-581	1" CORP STOP NL (6)	65251	06/16/2016	160873	266.98
400-651-581	1" BRASS COUP CTS X PVC	65650	07/14/2016	160873	32.07
400-651-581	#4 HF BARREL LOCK KEY (5)	65832	07/25/2016	160960	77.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	162489	08/02/2016	07/27/2016			181.37	______

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-500	CS COPY PAPER 8.5X11 (4)	3308297548	07/14/2016	160995	144.80
400-651-500	NOTE PAD 8.5X11.75 12PK	3308297548	07/14/2016	160995	4.32
400-651-500	PAPER CLIPS 1000CT	3308297548	07/14/2016	160995	2.07
400-651-500	PAPER CLIPS JUMBO 1000CT	3308297548	07/14/2016	160995	5.40
400-651-500	STICKY NOTES 3X3	3308297548	07/14/2016	160995	23.83

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	162489	08/02/2016	07/27/2016			181.37	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	LARGE BINDER CLIPS 12CT		3308297548	07/14/2016	160995	.95	
400	WESCO DISTRIBUTION, INC	162491	08/02/2016	07/27/2016			608.31	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	MINI CIRCUIT (3)		690442	07/14/2016	160959	608.31	
400	VELLANO BROS INC	162492	08/02/2016	07/27/2016			216.69	____________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	10X1 MUELLER BRONZE SADDLE		S207069001	06/30/2016	160975	81.45	
	400-651-581	1" CORP CC X CTS COMP		S207069001	06/30/2016	160975	43.62	
	400-651-581	1" CURB STOP CTX MTR PORT		S207069001	06/30/2016	160975	73.12	
	400-651-581	CAR1012-12 PLASTIC METER BOX		S207069001	06/30/2016	160975	18.50	

FUND TOTAL 400 Claims to Checks 21 Total 278,747.98 Manual Held Total 278,747.98

Docket of Claims
Release date from 08/02/2016 thru 08/02/2016

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
409	GOODWYN, MILLS & CAWOOD INC	162457	08/02/2016	07/27/2016			30,950.00	________

Account Number	Description	Invoice #	Date	P.O.	Amount
409-223-601	PROJECT MANAGEMENT	EM OB15100114	07/21/2016		300.00
409-223-601	INVENTORY	EM OB15100114	07/21/2016		100.00
409-223-601	ASSESS PETROLEUM SITES (1)	EM OB15100114	07/21/2016		5,750.00
409-223-601	ASSESS HAZARDOUS SITES (2)	EM OB15100114	07/21/2016		24,800.00

FUND TOTAL 409 Claims to Checks 1 Total 30,950.00 Manual Held Total 30,950.00

Docket of Claims
Release date from 08/02/2016 thru 08/02/2016

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	38	Total	47,981.21	Manual		Held	Total	47,981.21
FUND 20	Claims	to	Checks	3	Total	274,273.92	Manual		Held	Total	274,273.92
FUND 30	Claims	to	Checks	1	Total	18,762.50	Manual		Held	Total	18,762.50
FUND 130	Claims	to	Checks	5	Total	161,500.00	Manual		Held	Total	161,500.00
FUND 166	Claims	to	Checks	3	Total	1,149.95	Manual		Held	Total	1,149.95
FUND 171	Claims	to	Checks	3	Total	15,592.52	Manual		Held	Total	15,592.52
FUND 172	Claims	to	Checks	1	Total	3,564.59	Manual		Held	Total	3,564.59
FUND 176	Claims	to	Checks	5	Total	985.41	Manual		Held	Total	985.41
FUND 400	Claims	to	Checks	21	Total	278,747.98	Manual		Held	Total	278,747.98
FUND 409	Claims	to	Checks	1	Total	30,950.00	Manual		Held	Total	30,950.00
Total for all Funds			Checks	81	Total	833,508.08	Manual		Held	Total	833,508.08

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

ORDER NUMBER 175-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 & 2 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 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 August 2, 2016.

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

ORDER NUMBER 176-2016

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held July 19, 2016 are hereby approved.

IT IS FURTHER ORDERED that the Interim 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 August 2, 2016.

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

RESOLUTION NUMBER 017-2016

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO PERMIT USE OF GAUTIER CITY HALL FOR JACKSON COUNTY CIVIL SERVICE HEARINGS

WHEREAS, the Jackson County Civil Service Commission has requested permission to use Gautier City Hall Council Chambers on occasion to perform investigatory hearings when the facilities are not being utilized for City purposes; and

WHEREAS, House Bill 35, 2002, is a Local and Private law authorizing Jackson County and its incorporated municipalities to share governmental equipment, manpower, services and resources as mutually agreed upon; and

WHEREAS, pursuant to House Bill 35, it is the desire of the Mayor and Council of the City of Gautier, Mississippi to permit use of Gautier City Hall Council Chambers by the Jackson County Civil Service Commission for investigatory hearings; and

WHEREAS, the Mayor and Council of the City of Gautier, Mississippi find that such aid is in the best interest of the citizens and taxpayers of the City;

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi, as follows;

1. Jackson Council Civil Service Commission may use Gautier City Hall Council Chambers on occasion to perform investigatory hearings when the facilities are not being utilized for City purposed.

2. Coordination for the availability and use of this facility shall be provided through the Interim City Manager.

3. This resolution shall take effect in accordance with Mississippi state statute.

BE IT, FURTHER RESOLVED that the Council authorizes the City Clerk and Interim City Manager to execute all documents necessary for these purposes.

The motion to approve the foregoing resolution was made by **Councilwoman Martin**, seconded by **Councilman Vaughan**, and the following vote was recorded:

Mayor Gordon Gollott	**AYE**
Councilwoman At Large Mary Martin	**AYE**
Councilman Johnny Jones	**AYE**
Councilman Hurley Ray Guillotte	**AYE**
Councilman Casey Vaughan	**AYE**
Councilman Rusty Anderson	**AYE**
Councilman Adam Colledge	**AYE**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **2nd** day of August 2016.

____
GORDON GOLLOTT, MAYOR

ATTEST:

____
CITY CLERK

Councilwoman Martin made the motion to go into closed session to determine whether to go into executive session. **Councilman Colledge** seconded the motion and the vote carried unanimously.

Councilman Anderson made the motion to go into executive session to discuss personnel matters involving the City Manager position and possible litigation with JCUA. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Anderson made the motion to have the City Attorney move forward with a breach of contract suit against JCUA with a 25% contingency claim. **Councilwoman Martin** seconded the motion the vote carried unanimously.

Councilman Colledge made the motion to go into open session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilwoman Martin made the motion to hire Paula Yancey for City Manager with contract presented by City Attorney. **Councilman Jones** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to recess until August 9, 2016 at 5:30PM. Motion seconded by **Councilwoman Martin** 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 August 16, 2016.