

Tuesday
February 18, 2014
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held February 18, 2014 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, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorneys Charlie McVea, Joshua Danos and other concerned citizens.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 18, 2014 @ 6:30 PM**

- I. Call to Order**
 - 1 Prayer**
 - 2 Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1 Gautier Youth Baseball & Softball Registration January 13th – February 28th**
 - 2 Gautier Men's Club's 25th Annual Mardi Gras Parade Saturday, February 22nd at 7:00 pm**
 - 3 Jackson County Household Hazardous Waste Collection Day Saturday, April 26th 8 am – 12 pm in the Singing River Mall Parking Lot**
 - 4 Gautier City Council Workshop on Revising the City's Animal Control Ordinance Tuesday, March 11th 6:00 pm at Gautier City Hall**
- IV. Presentation Agenda**
 - 1 Presentation of 2013 Mullet Festival Winning Artwork to the City of Gautier by Susan Parol, Festival Chairperson**
 - 2 Secretary of State's Voter ID Initiative**
- V. Public Agenda**
 - 1 Agenda Comments**
- VI. Business Agenda**
 - 1 Order accepting FY 2012 Audited Financial Statements, Lloyd B. Marshall, Auditor**
 - 2 Order authorizing advertisement for Probation Services Proposals for Municipal Court**
 - 3 Order authorizing Professional Services Agreement for engineering and related services with Brown, Mitchell & Alexander, Inc.**

- 4 Order authorizing advertisement for Water Tank Maintenance and Repair, as required by state statute
- 5 Order authorizing submission of a grant application to the MS Dept. of Archives and History for 2014 Certified Local Government Grant funding
- 6 Order approving MDOT Replacement Memorandum of Understanding for College Park Elementary Safe Routes to School Project SRSP-0494-00(010)LPA/106702-401000
- 7 Order authorizing Staff to research and submit grant applications for an archery facility/multi-purpose center
- 8 Order authorizing the acceptance of a donation of funds in the amount of \$3,000.00 from the Gautier Mullet Festival Committee for the purpose of purchasing tables and chairs
- 9 Order authorizing water/sewer adjustments for July 2013 – September 2013
- 10 Order approving Docket of Claims

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

- 1 Resolution approving the continuance of local emergency for the Deep Water Horizon Oil Spill
- 2 Order approving Minutes from Regular Council Meeting held February 4, 2014
- 3 Order receiving January 2014 Privilege License Report
- 4 Notice to set public hearing for cleaning of private property and removal of dilapidated structures at 5401 Carter Road, Ocean Springs. Harrield A. and Teresa Ann Teague, owners
- 5 Order authorizing the City of Gautier 2014 Continuing Disclosure Information Submission Agreement with Butler Snow LLP
- 6 Order authorizing police department surplus items
- 7 Order authorizing the submission of a grant application to the MS Office of Highway Safety for the Occupant Protection and Police Traffic Services grant
- 8 Order authorizing the submission of a grant application to the MS Office of Highway Safety for the Alcohol Countermeasures (DUI Enforcement) grant
- 9 Order authorizing the donation of office furniture from Singing River Mall to the police department

**STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
February 18, 2014**

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

Adjourn until March 4, 2014 @ 6:30 PM

www.gautier-ms.gov

Motion was made by Councilman Vaughan to approve agenda order. Motion was seconded by Councilman Jones and unanimously carried.

Announcements

- 1 Gautier Youth Baseball & Softball Registration January 13th – February 28th**
- 2 Gautier Men's Club's 25th Annual Mardi Gras Parade Saturday, February 22nd
at 7:00 pm**
- 3 Jackson County Household Hazardous Waste Collection Day Saturday, April
26th 8:00 am – 12:00 pm in the Singing River Mall Parking Lot**
- 4 Gautier City Council Workshop on Revising the City's Animal Control
Ordinance Tuesday, March 11th 6:00 pm at Gautier City Hall**

Gautier Youth Baseball & Softball Registration is Now Open !!!

2014 Season



Boys & Girls



January 13, 2014 – February 28, 2014

For questions regarding the league, registration, or to volunteer, contact Danny Buford, the District Commissioner by email to bufordd@bellsouth.net or call (228) 219-7386 or (228) 522-0315.



Jackson County Household Hazardous Waste Collection Day



DO NOT BRING

Explosive Materials
Radioactive Materials
Electronics
Business Waste
Compressed Cylinders
Medical/Biological Waste
Syringes
PCB's



ACCEPTABLE ITEMS

Aerosols, All Purpose Cleaners, Ammonia, Anti-Freeze, Automobile Cleaners, Batteries, Brake Fluid, Charcoal Lighter Fluid, Chlorine Bleach, Detergents, Disinfectants, Drain Opener, Furniture Polish, Gasoline, Glass Cleaner, Herbicides, Insecticides, Mothballs, Motor Oil, Oven Cleaner, Paint, Paint Thinner, Pesticides, Pool Chemicals, Rodent Poisons, Rubber Cement, Rug & Upholstery Cleaner, Scouring Powder, Silver Polish, Snail & Slug Killers, Toilet Bowl Cleaner, Transmission Fluid, Tub & Tile Cleaner, Turpentine, Varnish, Water Seal, Wood Finish

A One Day FREE

Proper Disposal Turn-in Event

Saturday, April 26, 2014

8 a.m. - 12 noon

Singing River Mall Parking Lot

Highway 90, Gautier



Call (228) 872-8340 for more information

Household Hazardous Waste is ... Unused or leftover portions of products containing toxic chemicals. Any product which is labeled CAUTION, POISONOUS, TOXIC, FLAMMABLE or CORROSIVE is considered a household hazardous waste.

A Safe Substitute is ... A safe alternative to a toxic product. Fact sheets are available to help you reduce the use of toxics and minimize health risks.

Legal Transportation is ... Leaving products in the original containers and making sure that the containers are sealed so that they will not leak. Transport containers in the trunk or in the back of the vehicle away from passengers.

DO NOT TRANSPORT OVER 5 GALLONS OR 50 POUNDS AT ONE TIME.

Proper Disposal is ... Extremely important. It is dangerous and illegal to discard hazardous household materials in the trash or down the drain. Instead; use up the product as intended or take to a household hazardous waste event.

The collection event is a community service funded by the MS Department of Environmental Quality in cooperation with the Jackson County Board of Supervisors, Municipalities and the Jackson County Solid Waste Department.





**The Public is Invited
to a Gautier City Council Workshop
on Revising the City's
Animal Control Ordinance**



Tuesday, March 11, 2014

6:00 p.m.

Gautier City Hall

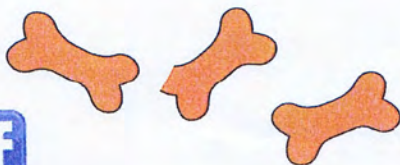
3330 Hwy 90

Gautier, MS



**For more information or to view the proposed ordinance,
visit the City's website at www.gautier-ms.gov.**

**For questions or to provide comments,
contact Joe Belles at (228) 219-7035
or jbelles@gautier-ms.gov**



Presentation Agenda

- 1 Presentation of 2013 Mullet Festival Winning Artwork to the City of Gautier by Susan Parol, Festival Chairperson
- 2 Secretary of State's Voter ID Initiative

Motion was made by Councilman Vaughan to move Business Item #8 Donation of funds from the Gautier Mullet Festival Committee for the purpose of purchasing tables and chairs to Business Item #1. Motion was seconded by Councilwoman Martin and unanimously carried.

Motion was made by Councilman Colledge to revise the order for Business Item #1 to approve the \$3,000.00 donation from the Gautier Mullet Festival Committee based on it being in the best interest of the City. Motion was seconded by Councilwoman Martin and unanimously carried.

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

ORDER NUMBER 034-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to accept a donation of funds in the amount of \$3,000.00 from the Gautier Mullet Festival Committee.

IT IS FURTHER ORDERED that the donation be used to purchase 6' X 3' folding tables and chairs.

IT IS FURTHER ORDERED that the \$3,000.00 donation is in the best interest of the City.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Tricia Thigpen, Deputy City Clerk
Through: Teresa Montgomery, Comptroller
Date: February 11, 2014
Subject: Donation from Gautier Mullet and Music Festival Committee

REQUEST:

City Council authorization is requested for the City of Gautier to accept a donation in the amount of three-thousand dollars (\$3,000) from the Gautier Mullet Festival Committee

DISCUSSION:

The donation will be used to purchase 6 x 3 folding tables and chairs.

RECOMMENDATION:

City staff recommends that City Council authorize and accept the donation in the amount of three-thousand (\$3,000) from the Gautier Mullet and Music Festival.

ATTACHMENT(S):

Letter from Susan Parol, Festival Chairperson



P.O. Box 852, Gautier, MS 39553 • Phone: (228) 215-0828
gautiermulletfest@gmail.com • www.gautiermulletfest.com

January 31, 2014

City of Gautier
Purchasing Agent
Gautier City Hall
Gautier, MS 39553

Please accept this check for \$3000.00 from the Gautier Mullet and Music Festival Committee in appreciation for all the support the city provides for our festival. We give this to the City of Gautier for the purchase of 6' X 3' folding tables and chairs. Please purchase as many quality products as this check will accommodate.

We would like to request that the new tables and chairs be housed at the senior center, and the ones that are replaced there be added to the city inventory storage facility.

Sincerely,

Susan Parol, Festival Chairperson
All other members of the Committee

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

ORDER NUMBER 035-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the FY 2012 Audited Financial Statements prepared by Lloyd B. Marshall, Jr. Certified Public Accountant is hereby accepted.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

CITY OF GAUTIER, MISSISSIPPI
AUDITED FINANCIAL STATEMENTS
For the Year Ended September 30, 2012

CITY OF GAUTIER, MISSISSIPPI
MUNICIPAL OFFICIALS
For the Year Ended September 30, 2012

OFFICIALS

Mayor

Tommy Fortenberry

CITY COUNCIL

Councilwoman
Councilman
Councilman
Councilman
Councilman
Councilman

Mary Martin
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Scott Macfarland
Adam Colledge

DEPARTMENT HEADS

City Attorney

Robert Ramsay

Interim City Manager

Robert Ramsey to
February 19, 2012;

City Manager

Samantha Abell
February 20, 2102 to
September 30, 2012

City Clerk

Wendy McClain to
July 27,2012
Teresa Montgomery
July 27, 2012 to
Fiscal Year End

Police Chief

Edward E. Williams
To June 29, 2012
Kenny McMillian
Form June 30, 2012
To July 15, 2012
Dante Elbin July
16, 2012 to Fiscal
Year End

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

INDEPENDENT AUDITORS' REPORT

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

I have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi, as of and for the year ended September 30, 2012, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City of Gautier, Mississippi's management. My responsibility is to express an opinion on these financial statements based on my audit.

Except as discussed in the following paragraph, I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

Because of the inadequacy of accounting records for the fiscal year ended September 30, 2012, that relate to the fixed assets, accumulated depreciation and depreciation expense, I was unable to form an opinion regarding those amounts and net assets invested in capital assets, net of related debt, for the Government-Wide Financial Statements, which includes amounts at which property and equipment and accumulated depreciation, and the amount of depreciation expense for the year then ended, as outlined in the Capital Assets Note to the Financial Statements, are recorded in the accompanying balance sheet at September 30, 2012, and the Proprietary Funds Financial Statements which includes amounts at which property and equipment and accumulated depreciation, and the amount of depreciation expense for the year then ended, as also outlined in the Capital Assets Note to the Financial Statements, are recorded in the accompanying balance sheet at September 30, 2012. As a result, I was unable to form an opinion on the respective net assets to which these balances are related.

In my opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had proper records concerning property and equipment and related accumulated depreciation been adequate, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi, as of September 30, 2012, and the results of its operations and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

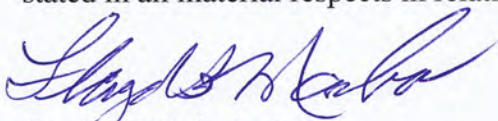
Independent Auditors' Report

Page 2

In accordance with *Government Auditing Standards*, I have also issued my report dated February 12, 2014, on my consideration of the City of Gautier, Mississippi's internal control over financial reporting and on my tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of my testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of my audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 8 through 14 and pages 54 through 57, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical content. I have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I do not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance.

My audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Gautier, Mississippi's financial statements. The accompanying Schedule of Expenditures of Federal Awards as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (Circular A-133), is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements of to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements taken as a whole.



Gautier, Mississippi
February 12, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

The discussion and analysis of the City of Gautier, Mississippi's (the City's) financial performance provides an overall narrative review of the City's financial activities for the year ended September 30, 2012. The intent of this discussion and analysis is to look at the City's performance as a whole; readers should also review the basic financial statements and the notes to the financial statements to enhance their understanding of the City's financial performance. Information contained in this section is qualified by the more detailed information contained elsewhere in the City's financial statements, notes to financial statements and any accompanying materials. To the extent this discussion contains any forward-looking statements of the City's plans, objectives, expectations and prospects, the actual results could differ materially from those discussed herein.

The City implemented Governmental Accounting Standards Board's (GASB) Statement No. 34 - Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments issued June 1999, for the first time during fiscal year 2004. As discussed in Footnote 1, Statement No. 34 allows for certain transition treatments in regards to infrastructure. As of fiscal year-end September 30, 2012, the City has not completed implementation for previously constructed infrastructure assets.

FINANCIAL HIGHLIGHTS

- In 2012 and 2011, the City's net assets amounted to \$27,419,092 and \$24,736,777, respectively. The net assets for governmental activities totaled \$8,231,573 in 2012 and \$6,640,185 in 2011, contributing 30.02% and 26.84%, respectively, of total net assets; business-type activities contributed 69.98% and 73.16%, totaling \$19,187,519 in 2012 and \$18,096,592 in 2011.
- General revenues for 2012 and 2011 were \$7,645,641 and \$7,652,750, equaling 41.08% and 42.43% of all revenues, respectively. Program specific revenues in the form of charges for services and grants and contributions were \$10,959,689 and \$10,383,204, equaling 58.92% and 57.57% of total revenues.
- In 2012 and 2011, the City had \$15,926,170 and \$16,053,433 in expenses, respectively; only \$10,959,689 and \$10,383,204 of these expenses were offset by program specific charges for services, grants and contributions.
- Capital assets, net of accumulated depreciation, totaled \$45,554,857 in 2012 and \$42,829,424 in 2011.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of the following three components: 1) government- wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. These statements are prepared using the accrual basis of accounting and include all assets and liabilities.

The statement of net assets presents information on all of the City's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

The government-wide financial statements outline both functions of the City and business-type activities.

The governmental activities of the City include police and fire protection, parks, recreation, public works, urban and economic development, and general administrative services. The business-type activities include the water and sewer system and its related projects.

The government-wide financial statements can be found on pages 17 and 18 of this report.

Fund financial statements - Fund financial statements tell how these services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide financial statements by providing information about the City's most significant funds. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The fund financial statements are comprised of the following funds: governmental and proprietary (enterprise) funds.

Notes to the financial statements - The notes provide additional information that is essential to a user's understanding of the basic financial statements. The notes to the financial statements can be found on pages 31-51 of this report.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's budget process.

The City adopts an annual operating budget for all governmental funds. A Budgetary Comparison Statement has been provided for the General Fund. This required supplementary information can be found on pages 53-57 of this report.

Reporting the City's Most Significant Funds

Fund financial statements begin on page 21 and provide detailed information about the most significant funds. Some funds are required to be established by State law. However, the City Council establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money. The City's two major types of funds are discussed below:

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

Governmental funds - Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash.

The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in the reconciliation's found on pages 22 and 24.

Proprietary funds - When the City charges customers for the services it provides, these services are generally reported in proprietary funds. Proprietary funds are reported in the same manner that all activities are reported in the Statement of Net Assets and the Statement of Activities. Proprietary funds include the Water and Sewer and Sewer Expansion funds. Other nonmajor proprietary funds include the Solid Waste and Sewer Rehab funds which are combined into a single column on the proprietary fund financial statements. These funds are the same as the business-type activities reported in the government-wide financial statements but provide more detail and additional information, such as cash flows. The accrual basis of accounting is used for proprietary funds.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net assets - Net assets may serve over time as a useful indicator of a government's financial position. The following table presents a summary of the City's net assets for the fiscal years ended September 30, 2012 and 2011.

	Net Assets					
	Governmental Activities		Business-type Activities		Total	
	2012	2011	2012	2011	2012	2011
Current and other assets	\$ 4,076,521	6,293,513	3,845,348	3,486,166	7,921,869	9,779,679
Capital assets	<u>13,885,323</u>	<u>10,775,540</u>	<u>31,669,534</u>	<u>32,053,884</u>	<u>45,554,857</u>	<u>42,829,424</u>
Total assets	<u>17,961,844</u>	<u>17,069,053</u>	<u>35,514,882</u>	<u>35,540,050</u>	<u>53,476,726</u>	<u>52,609,103</u>
Long-term debt outstanding	8,415,104	9,252,245	14,046,808	15,359,010	22,461,912	24,611,255
Other liabilities	<u>1,315,167</u>	<u>1,176,623</u>	<u>2,280,556</u>	<u>2,084,448</u>	<u>3,595,723</u>	<u>3,261,071</u>
Total liabilities	<u>\$ 9,730,271</u>	<u>10,428,868</u>	<u>16,327,364</u>	<u>17,443,458</u>	<u>26,057,635</u>	<u>27,872,326</u>
Net assets:						
Invested in capital assets, net of debt	\$ 4,655,983	4,591,141	15,930,347	10,129,447	20,586,330	14,720,588
Restricted	2,569,532	167,790	1,330,819	1,116,815	3,900,351	1,284,605
Unrestricted	<u>1,006,058</u>	<u>1,430,394</u>	<u>1,926,353</u>	<u>5,318,666</u>	<u>2,932,411</u>	<u>6,749,060</u>
Total net assets	<u>\$ 8,231,573</u>	<u>6,189,325</u>	<u>19,187,519</u>	<u>16,564,928</u>	<u>27,419,092</u>	<u>22,754,253</u>

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

The City's restricted net assets accounted for 14.22% of total net assets in 2012, and 5.65% in 2011. Investment in capital assets (e.g. land, construction in progress, buildings, equipment, and infrastructure) accounted for 75.08% of total net assets in 2012 and 64.42% in 2011, respectively. The remaining balance consisted of unrestricted net assets, is the part of net assets used to finance everyday operations without constraints of legal requirements.

The following are significant transactions that have had an impact on the Statement of Net Assets.

- In 2004, the City implemented the new standards of GASB 34 which requires it to report and depreciate new and old infrastructure assets [e.g. roads, bridges, underground pipes (other than utilities), traffic signals, etc]. The retroactive reporting of infrastructure was subject to an extended implementation period and was first effective for fiscal years ended in 2006. As of September 30, 2012, the City had not implemented retroactive reporting of infrastructure.

Changes in net assets - The City's total revenues for the fiscal years ended September 30, 2012 and 2011 were \$18,608,482 and \$18,035,954, respectively. The total cost of all programs and services was \$15,926,170 and \$16,053,433. The following table presents a summary of the changes in net assets for the fiscal years ended September 30, 2012 and 2011.

	Changes in Net Assets					
	Governmental Activities		Business-type Activities		Total	
	2012	2011	2012	2011	2012	2011
Revenues						
Program Revenues						
Charges for services	\$ 893,524	1,137,597	7,499,264	7,617,579	8,392,788	8,755,176
Operating Grants and Contributions	108,143	1,130,759	185,965	-	294,108	1,130,759
Capital Grants And contributions	2,272,793	-	-	497,269	2,272,793	497,269
General Revenues						
Property Taxes	3,928,370	3,478,622	-	-	3,928,370	3,478,622
Franchise Taxes	157,727	175,076	-	-	157,727	175,076
Intergovernmental Revenues	2,936,882	3,093,971	-	-	2,936,882	3,093,971
Other general revenues	<u>622,662</u>	<u>492,196</u>	<u>3,152</u>	<u>412,885</u>	<u>625,814</u>	<u>905,081</u>
Total revenues	<u>\$ 10,920,101</u>	<u>9,508,221</u>	<u>7,688,381</u>	<u>8,527,733</u>	<u>18,608,482</u>	<u>18,035,954</u>

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
Program Expenses						
General Government	\$ 2,302,868	2,416,644	-	-	2,302,868	2,416,644
Public Safety	5,888,087	5,889,030	-	-	5,888,087	5,889,030
Public Works	1,330,505	1,261,218	-	-	1,330,505	1,261,218
Culture & Recreation	184,441	276,678	-	-	184,441	276,678
Capital Outlay	-	-	-	-	-	-
Debt Service-interest	372,814	367,684	-	-	372,814	367,684
Water and Sewer Fund	-	-	4,438,274	4,497,343	4,438,274	4,497,343
Solid waste	-	-	1,409,181	1,344,836	1,409,181	1,344,836
Total expenses	<u>\$10,078,015</u>	<u>10,211,254</u>	<u>5,847,455</u>	<u>5,842,179</u>	<u>15,926,170</u>	<u>16,053,433</u>
Increase in net assets	<u>\$ 841,386</u>	<u>(703,033)</u>	<u>1,840,926</u>	<u>2,685,554</u>	<u>2,682,312</u>	<u>1,982,521</u>

Governmental activities

The following table presents the cost of major City functional activities: general government, public safety, public works, culture and recreation, urban and economic development, capital outlay, and debt service-interest. The table also shows each function's net cost (total cost less charges for services generated by the activities and intergovernmental aid provided for specific programs). The net cost shows the financial burden that was placed on the State and City's taxpayers by each of these functions.

	<u>Governmental Activities</u>			
	<u>2012</u>		<u>2011</u>	
	<u>Total Cost of Services</u>	<u>Net Cost of Services</u>	<u>Total Cost of Services</u>	<u>Net Cost of Services</u>
Program Expenses				
General Government	\$ 2,302,868	51,058	2,416,644	(1,370,623)
Public Safety	5,888,087	(4,967,553)	5,889,030	(4,666,695)
Public Works	1,330,505	(1,330,505)	1,261,218	(1,261,218)
Culture & Recreation	184,441	(184,441)	276,678	(276,678)
Capital Outlay	-	-	-	-
Debt Service-interest	372,814	(372,814)	367,684	(367,684)
Total expenses	<u>\$10,078,715</u>	<u>(6,804,255)</u>	<u>10,211,254</u>	<u>(7,942,898)</u>

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

Business-type activities

The City's business-type activities generated a change in net assets of \$1,840,926 during the fiscal year ending September 30, 2012. This represents a decrease of approximately \$844,628 from the change during the previous year. The factors contributing to this decrease included:

- The Water and Sewer Fund had an decrease in service charges of approximately \$118,315.
- The Water and Sewer Fund had a decrease in grant revenues of approximately \$ 311,304 .
- The City had an decrease in other revenues of approximately \$ 279,267.

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

As the City completed the year, its governmental funds reported a combined fund balance of \$4,076,251, compared to \$1,737,421 in the prior year. Activities within the general fund contributed to approximately 30.02% in 2012 and 21.62% of the fund balances, respectively. Other items that influenced the fund balances are as follows:

- The City received approximately \$ 2.6 million in grant revenues, which represents a increase of approximately 58 % from the previous year.

General Fund Budgetary Highlights

Over the course of the year, adjustments made in the budget were minor. The changes were due to the following: 1) amendments were made shortly after the beginning of the year, 2) the Council made changes in the middle of the year to prevent shortages from the addition or extension of service contracts, or 3) the Council approved several increases in appropriations to prevent budget overruns and to recognize receipt of funds not expected.

With these adjustments, the actual expenditures were \$ 9,691,861 compared to \$ 10,129,951 in the budget. A schedule showing the original and final budget amounts compared to the City's actual financial activity for the General Fund is provided on pages 53-57 of this report as required supplementary information.

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets - The City's total capital assets for 2012 and 2011 were \$45,554,857 and \$42,829,424, respectively. The City mainly invested in infrastructure improvements for the area. The following table presents a summary of the City's capital net assets for the fiscal years ended September 30, 2012 and 2011.

Capital Assets at Year End (Net of Depreciation)

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
Land	\$ 798,104	743,862	1,188,570	1,188,570	1,986,674	1,932,432
Construction in progress	3,021,932	572,774	-	-	3,021,932	572,774
Buildings and improvements	2,341,687	2,366,097	1,792,891	1,848,490	4,134,578	4,214,587
Machinery and Equipment	3,519,356	4,115,908	308,151	275,407	3,827,507	4,391,315
Utility System	-	-	28,379,922	28,741,417	28,379,922	28,741,417
Infrastructure	<u>4,204,244</u>	<u>2,976,899</u>			<u>4,204,244</u>	<u>2,976,899</u>
Total	<u>\$13,885,323</u>	<u>10,775,540</u>	<u>31,669,534</u>	<u>32,053,884</u>	<u>45,554,857</u>	<u>42,829,424</u>

Major projects have included:

	<u>Completed Through September 30, 2012</u>	<u>Remaining Commitment</u>
Government and business-type activities:		
Allen Road Water and Sewer Expansion	\$ 451,377	-
Lift Station Upgrade	2,503,100	-
Water Improvements - Old Spanish Trail	2,527,999	-
Highway 90/57 Sewer System Expansion	6,631,715	-
Streetscape Project	3,021,932	2,551,502
Martin Bluff Road Improvements	239,011	

CITY OF GAUTIER, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2012

Debt Administration At September 30, 2012, the City had \$25,311,995 in general obligation bonds and other long-term debt outstanding, of which \$ 2,850,083 is due within one year.

Outstanding Debt at Year-End

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>	<u>2012</u>	<u>2011</u>
General Obligation Bonds (backed by the City	\$ 6,515,000	6,765,000	9,185,000	9,905,000	15,700,000	16,670,000
Revenue Bonds and Notes (backed by specific tax and fee revenues)	2,714,341	3,131,458	6,554,187	6,793,777	9,268,528	9,925,235
Compensated absences	<u>309,109</u>	<u>306,696</u>	<u>34,358</u>	<u>34,095</u>	<u>343,467</u>	<u>340,791</u>
Total	<u>\$ 9,538,450</u>	<u>10,203,154</u>	<u>15,773,545</u>	<u>16,732,872</u>	<u>25,311,995</u>	<u>27,085,336</u>

More detailed information about the City's long-term liabilities is presented in Note 3 to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

On August 29, 2005, the City was severely impacted by Hurricane Katrina. The City is in the continuing process of rebuilding, which will be the case for some years. The City has used federal grants, insurance reimbursements and loans to help with these rebuilding costs.

The City's elected and appointed officials considered many factors when setting the fiscal-year 2012 budget, tax rates, and fees to be charged for business-type activities. The local economy continues its slow recovery from the loss of several major industries and revenues lost due to Hurricane Katrina, but the prospects for new industries are improving. This is evidenced by the Council utilizing the City's financial leverage in issuing seven million dollars of General Obligation Bonds for a New Police Station and other improvements to provide for a platform for continuing economic development, and the issuance in the current Fiscal Year of a Refunding Bond saving the City anticipated interest charges. Also in September of 2012, the City adopted its first ever five year strategic plan. The City also privatized its public works resulting in savings of hundreds of thousands of dollars.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If - you have any questions about this report or need additional financial information, contact the Finance Director's Office at 3330 Hwy 90, Gautier, Mississippi or tmontgomery@gautier-ms.gov.

BASIC FINANCIAL STATEMENTS

For the Year Ended September 30, 2012

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

- Government-wide financial statements
- Fund financial statements:
 - Governmental funds
 - Proprietary (enterprise) funds

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

GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
GOVERNMENT-WIDE STATEMENT OF NET ASSETS
September 30, 2012

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents	\$ 1,131,313	1,974,108	3,105,421
Restricted cash and cash equivalents	2,569,532	1,330,819	3,900,351
Receivables, net	375,676	540,421	916,097
Internal Balances	-	-	-
Capital assets:			
Land & Construction in Progress	3,820,036	1,188,570	5,008,606
Other capital assets, net of			
Depreciation	<u>10,065,287</u>	<u>30,480,964</u>	<u>40,546,251</u>
Total capital assets	<u>13,885,323</u>	<u>31,669,534</u>	<u>45,554,857</u>
Total assets	<u>17,961,844</u>	<u>35,514,882</u>	<u>53,476,726</u>
LIABILITIES			
Accounts payable	16,340	10,249	26,589
Accrued Expenses & Interest Payable	175,481		175,481
Compensated absences, current	77,847	10,399	88,246
Customer deposits	-	543,570	543,570
Long-term liabilities:			
Due within one year	1,045,499	1,716,338	2,761,837
Due in more than one year	<u>8,415,104</u>	<u>14,046,808</u>	<u>22,461,912</u>
Total liabilities	<u>9,730,271</u>	<u>16,327,364</u>	<u>26,057,635</u>
NET ASSETS			
Investment in capital assets (net of related debt)	4,655,983	15,930,347	20,586,330
Restricted net assets:			
Debt service	3,495	484,258	487,753
Bond contingency fund	2,566,037	846,561	3,412,598
Unrestricted net assets	<u>1,006,058</u>	<u>1,926,353</u>	<u>2,932,411</u>
Total net assets	<u>\$ 8,231,573</u>	<u>19,187,519</u>	<u>27,419,092</u>

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

CITY OF GAUTIER, MISSISSIPPI
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2012

	<u>Program Revenue</u>				<u>Net (expense) revenue and changes in net Assets</u>		
	<u>Expenses</u>	<u>Charges for Service</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Government Activities:							
General Government	\$ 2,302,868	63,507	17,626	2,272,793	51,058	-	51,058
Public Safety	5,888,087	830,017	90,517	-	(4,967,553)	-	(4,967,553)
Public Works	1,330,505	-	-	-	(1,330,505)	-	(1,330,505)
Culture and Recreation	184,441	-	-	-	(184,441)	-	(184,441)
Debt service – interest	372,814	-	-	-	(372,814)	-	(372,814)
Total Government Activities	<u>\$10,078,715</u>	<u>893,524</u>	<u>108,143</u>	<u>2,272,793</u>	<u>(6,804,255)</u>	<u>-</u>	<u>(6,804,255)</u>
Business-type activities:							
Water & Sewer Fund	4,438,274	6,199,560	185,965	-	-	2,332,013	2,332,013
Solid Waste	1,409,181	1,299,704	-	-	-	(59,344)	(59,344)
Total Business-type Activities	<u>5,847,455</u>	<u>7,499,264</u>	<u>185,965</u>	<u>-</u>	<u>-</u>	<u>2,272,669</u>	<u>2,272,669</u>
Total Primary	<u>\$15,926,170</u>	<u>8,392,788</u>	<u>294,108</u>	<u>2,272,793</u>	<u>(7,942,898)</u>	<u>2,272,669</u>	<u>(5,670,229)</u>
General Revenues:							
Property Taxes					3,928,370	-	3,928,370
Franchise Taxes					157,727	-	157,727
Intergovernmental					2,936,882	-	2,936,882
Interest Income					6,061	3,152	9,213
Miscellaneous					616,601	-	616,601
Total General Revenues					<u>7,645,641</u>	<u>3,152</u>	<u>7,648,793</u>
Changes in Net Assets					841,386	1,840,926	2,682,312
Net assets, beginning					6,640,185	18,096,592	24,736,777
Rounding Adjustments					2	1	3
Interfund Transfers					750,000	(750,000)	-
Net Assets, ending					<u>\$ 8,231,573</u>	<u>19,187,519</u>	<u>27,419,092</u>

FUND FINANCIAL STATEMENTS

GOVERNMENTAL FUNDS FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
BALANCE SHEET - GOVERNMENTAL FUNDS
September 30, 2012

	<u>General Fund</u>	<u>MS Development Katrina Loan Fund</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 505,065	-	626,247	1,131,313
Receivables, net	375,676	-		375,676
Due From (To)	<u>450</u>	<u> </u>	<u>(450)</u>	<u> </u>
Total current assets	881,192	-	625,797	1,506,989
Noncurrent assets:				
Restricted cash	<u>-</u>	<u>2,569,532</u>	<u>-</u>	<u>2,569,532</u>
Total assets	<u>\$ 881,192</u>	<u>2,569,532</u>	<u>625,797</u>	<u>4,076,521</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 16,340	-		16,340
Other accrued liabilities	175,481	-		175,481
Compensated absences, Current	<u>77,847</u>	<u>-</u>	<u> </u>	<u>77,847</u>
Total liabilities	<u>269,668</u>	<u>-</u>	<u> </u>	<u>269,668</u>
Fund balances:				
Reserved for:				
Debt service	-	2,569,532	-	2569,532
Unreserved:				
General fund	611,524	-	625,797	1,237,321
Special revenue funds	<u>-</u>	<u> </u>	<u> </u>	<u> </u>
Total fund balances	<u>611,524</u>	<u>2,569,532</u>	<u>625,797</u>	<u>3,806,853</u>
Total liabilities and fund balances	<u>\$ 881,192</u>	<u>2,569,532</u>	<u>625,797</u>	<u>4,076,521</u>

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

CITY OF GAUTIER, MISSISSIPPI
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET ASSETS
September 30, 2012

Total governmental funds balance **\$ 3,806,853**

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

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

Governmental capital assets	\$ 18,230,627
Less: accumulated depreciation	(4,345,304) 13,885,323

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

Bonds and notes	(9,229,340)
Compensated absences	<u>(231,263)</u>
Net assets of governmental activities	<u>\$ 8,231,573</u>

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS
For the Year Ended September 30, 2012

	General Fund	MS Development Katrina Loan Fund	Other Governmental Funds	Total Governmental Funds
REVENUES				
Property taxes	\$ 3,817,396	-	110,974	3,928,370
Franchise fees	157,727	-	-	157,727
Fees and fines	1,039,129	-	-	1,039,129
Licenses and permits	63,507	-	-	63,507
Intergovernmental	2,840,097	-	96,785	2,936,882
Interest income	2,413	3,648	-	6,061
Grants	2,137,460	124,594	118,882	2,380,936
Miscellaneous	403,964	500	212,137	616,601
Total revenues	<u>10,461,692</u>	<u>128,743</u>	<u>538,778</u>	<u>11,129,213</u>
EXPENDITURES				
Current:				
General government	2,253,192	3,053	-	2,256,244
Public safety	5,165,860	-	5,095	5,170,955
Public works	1,175,896	-	26,100	1,201,996
Culture and recreation	75,367	-	109,075	184,442
Debt service:				
Interest and fiscal charges	759,120	280,898	-	1,040,017
Capital outlay	<u>2,210,147</u>	<u>1,606,968</u>	<u>185,293</u>	<u>4,002,409</u>
Total expenditures	<u>11,639,581</u>	<u>1,890,919</u>	<u>325,563</u>	<u>13,856,063</u>
Excess of revenues over (under) expenditures	<u>(1,177,889)</u>	<u>(1,762,176)</u>	<u>213,215</u>	<u>(2,726,850)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	<u>895,028</u>	<u>155,898</u>	<u>(300,926)</u>	<u>750,000</u>
Total other financing sources (uses)	<u>895,028</u>	<u>155,898</u>	<u>(300,926)</u>	<u>750,000</u>
Net changes in fund balances	(282,860)	(1,606,278)	(87,711)	(1,976,850)
Fund balance - beginning of year	894,383	4,175,810	713,508	5,783,702
Rounding adjustments	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
Fund balance - end of year	<u>\$ 611,524</u>	<u>2,569,532</u>	<u>625,797</u>	<u>3,806,853</u>

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

CITY OF GAUTIER, MISSISSIPPI
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2012

Net change in fund balances - total governmental funds **\$ (1,976,850)**

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

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. Also, transfers out are not recorded.

Capital outlay	\$4,002,409	
Depreciation	(892,626)	
Excess of depreciation expense over capital outlay		<u>3,109,783</u>

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the funds.

Transfers		(750,000)
Net Adjustments for compensated absences		362
Principal paid on debt		667,203
Adjustment in Court Fines Receivable		<u>(209,112)</u>
	-	<u>126,677</u>

Changes in net assets of governmental activities **\$ 841,386**

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

PROPRIETARY FUNDS FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF NET ASSETS - PROPRIETARY FUNDS
September 30, 2012

	Water and Sewer Fund	Solid Waste Fund	Total Proprietary Funds
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 1,924,672	49,436	1,974,108
Accounts receivable, net	540,421	-	540,421
Due from other Funds		68,968	68,968
Total current assets	<u>2,465,093</u>	<u>118,404</u>	<u>2,583,497</u>
Noncurrent assets:			
Restricted assets:			
Cash and cash equivalents	1,330,819	-	1,330,819
Capital assets:			
Land	1,188,570	-	1,188,570
Other capital assets, net of accumulated depreciation	<u>30,453,634</u>	<u>27,330</u>	<u>30,480,964</u>
Total noncurrent assets	<u>32,973,023</u>	<u>27,330</u>	<u>33,000,353</u>
Total assets	<u>35,438,116</u>	<u>145,734</u>	<u>35,583,850</u>
LIABILITIES			
Current liabilities:			
Accounts payable	10,249		10,249
Due to Other Funds	68,968		68,968
Compensated absences payable	10,399		10,399
Bonds and notes payable	1,716,338	-	1,716,338
Payable from restricted assets:			
Customer deposits	<u>543,570</u>	<u>-</u>	<u>543,570</u>
Total current liabilities	<u>2,349,524</u>	<u>-</u>	<u>2,349,524</u>
Noncurrent liabilities:			
Compensated absences	23,959	-	23,959
Bonds and notes payable	<u>14,022,849</u>	<u>-</u>	<u>14,022,849</u>
Total noncurrent liabilities	<u>14,046,808</u>	<u>-</u>	<u>14,046,808</u>
Total liabilities	<u>16,396,332</u>	<u>-</u>	<u>16,396,332</u>
NET ASSETS			
Invested in capital assets, net of related debt	15,903,017	27,330	15,930,347
Restricted:			
Debt service	484,258	-	484,258
Bond contingency fund	846,561	-	846,561
Unrestricted	<u>1,807,948</u>	<u>118,404</u>	<u>1,926,353</u>
Total net assets	<u>\$ 19,041,784</u>	<u>145,734</u>	<u>19,187,519</u>

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET ASSETS
PROPRIETARY FUNDS
For the Year Ended September 30, 2012

	Water and Sewer Fund	Solid Waste Fund	Total Proprietary Funds
OPERATING REVENUES			
Charges for services	\$ 5,729,636	1,299,704	7,029,340
Grants	185,965	-	185,965
Other	<u>469,925</u>	<u>-</u>	<u>469,925</u>
Total operating revenues	<u>6,385,525</u>	<u>1,299,704</u>	<u>7,685,229</u>
OPERATING EXPENSES			
Personnel services	1,011,069	37,978	1,049,588
Wastewater treatment	1,206,456	-	1,206,456
Waste collections and disposals	-	1,352,472	1,352,472
Utilities	181,517	-	181,517
Supplies	188,267	-	188,267
Maintenance and repairs	77,008	5,227	82,235
Depreciation	653,337	924	654,261
Other services and charges	<u>596,737</u>	<u>12,580</u>	<u>609,317</u>
Total operating expenses	<u>3,914,931</u>	<u>1,409,181</u>	<u>5,324,112</u>
Operating income (loss)	<u>2,470,594</u>	<u>(109,477)</u>	<u>2,361,117</u>
NONOPERATING REVENUES (EXPENSES)			
Interest income	3,152	-	3,152
Interest expense	<u>(523,343)</u>	<u>-</u>	<u>(523,343)</u>
Total nonoperating revenues (expenses)	<u>(520,191)</u>	<u>-</u>	<u>(520,191)</u>
Changes in net assets	1,950,403	(109,477)	1,840,926
Transfer In (Out)	(750,000)		(750,000)
Total net assets - beginning of year	17,841,381	255,211	18,096,592
Rounding Adjustment			<u>1</u>
Total net assets - end of year	<u>\$19,041,784</u>	<u>145,734</u>	<u>19,187,519</u>

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

CITY OF GAUTIER, MISSISSIPPI
RECONCILIATION OF THE PROPRIETARY FUNDS NET ASSETS
TO THE GOVERNMENT-WIDE STATEMENT OF NET ASSETS
September 30, 2012

Total Proprietary Fund net assets	\$19,187,519
Differences in Interfund Balances	<u>0</u>
Net assets of proprietary activities on government-wide statement of net assets	<u>\$19,187,519</u>

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2012

	Water and Sewer Fund	Solid Waste Fund	Total Proprietary Funds
Cash flows from operating activities:			
Cash received from customers	\$ 5,863,515	1,230,736	7,094,251
Cash received from grants	185,965	-	185,965
Payments for goods and services	(2,393,074)	(1,266,066)	(3,659,140)
Payments to employees	(977,251)	(37,978)	(1,015,229)
Other receipts	<u>733,719</u>	<u>-</u>	<u>733,719</u>
Net cash provided (used) in operating Activities	<u>3,412,874</u>	<u>(73,308)</u>	<u>3,339,566</u>
Cash flows from noncapital financing activities:			
Transfers effecting cash balances	<u>(750,000)</u>	<u>-</u>	<u>(750,000)</u>
Net cash provided (used) by noncapital financing activities	<u>(750,000)</u>	<u>-</u>	<u>(750,000)</u>
Cash flows from capital and related financing activities:			
Increase in Capital Debt	474,000	-	474,000
Purchase and construction of capital assets	(269,911)	-	(416,825)
Principal paid on capital debt	(1,785,960)	-	(1,363,880)
Interest paid on capital debt	(523,343)	-	(712,240)
Bond Refinancing Costs	<u>(222,577)</u>	<u>-</u>	<u>(222,577)</u>
Net cash used in capital and related financing Activities	<u>(2,327,791)</u>	<u>-</u>	<u>(2,327,791)</u>
Cash flows from investing activities:			
Cash from Bond Refinancing	195,776	-	195,776
Interest received	<u>3,152</u>	<u>-</u>	<u>3,152</u>
Net cash provided by investing activities	<u>198,928</u>	<u>-</u>	<u>198,928</u>
Net change in cash and cash equivalents	534,011	(73,308)	460,703
Cash and cash equivalents:			
Beginning of the year	<u>1,390,661</u>	<u>122,744</u>	<u>1,513,405</u>
End of the year	<u>\$1,924,672</u>	<u>49,436</u>	<u>1,974,108</u>

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

CITY OF GAUTIER, MISSISSIPPI
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended September 30, 2012

	<u>Water and Sewer Fund</u>	<u>Solid Waste Fund</u>	<u>Total</u>
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities			
Operating income (loss)	\$ 2,470,594	(109,477)	2,361,117
Adjustments to reconcile operating (income) loss to net cash			
Depreciation expense	653,337	924	654,261
Increase (Decrease) in current assets:			
Accounts receivable & prepaids	155,086	35,245	190,331
(Increase) Decrease in current liabilities:			
Accounts payable	123,988		123,988
Other liabilities	9,869	-	9,869
Net cash provided by (used in) operating Activities	<u>\$ 3,412,874</u>	<u>(73,308)</u>	<u>3,339,566</u>

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

NOTES TO BASIC FINANCIAL STATEMENTS

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

A. Financial Reporting Entity

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

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

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

B. Basic Financial Statements - Government-wide statements

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

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

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

C. Basic Financial Statements - Fund Financial Statements

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

Governmental Funds:

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

1. The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.
2. Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. These funds include: Fire Protection Fund, Recreation Fund, Tideland Grant Fund, etc.
3. Debt service funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt.
4. Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The City had capital projects funds during the year ended September 30, 2012.

Proprietary Funds:

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

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

D. Basis of Accounting

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

Accrual:

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Modified Accrual:

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

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

E. Financial Statement Amounts

Cash and Cash Equivalents:

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

Capital Assets:

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

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

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenues:

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

Expenditures:

Expenditures are recognized when the related fund liability is incurred.

Compensated Absences:

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

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

Interfund Activity:

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

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

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Fund Accounting Requirements

The City complies with all state and local laws and regulations requiring the use of separate funds. The legally-required funds used by the City include the following:

Fund: _____

CDBG Fund
Water & Sewer Fund
Solid Waste Fund

Required By: _____

Grant Agreement
Trust Indenture
State Law

B. Deposits and Investments - Laws and Regulations

State law requires that all deposits in excess of Federal Depository Insurance Corporation (FDIC) insurance limits be 105% collateralized by U.S. Government obligations or by state municipal obligations that have a fair value of not less than the principal amount of the deposits. The collateral for public entities' deposits in financial institutions are held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5 Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the FDIC. The City's deposits were fully insured or collateralized as required by statute at September 30, 2012. At year-end, the respective bank balances totaled \$7,002,772. There were no certificates of deposit outstanding at September 30, 2012.

C. Revenue Restrictions

The City has various restrictions placed over certain revenue sources from state or local requirements. The primary restricted revenue sources include:

Revenue Source: _____

Sales Tax
Gasoline Excise & Commercial Vehicle Tax
Water and Sewer Revenue
Grant Program Expenditures
Ad Valorem Tax

Legal Restrictions in Use: _____

Sewer Rehabilitation Notes
Street and Road Purposes
Debt Service and Utility Operations
Grant Agreements
Debt Service

For the year ended September 30, 2012 the City complied, in all material respects, with these revenue restrictions.

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

D. Debt Restrictions and Covenants

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

NOTE 3. DETAIL NOTES ON TRANSACTION CLASSES/ACCOUNTS

A. Cash and Investments

The City deposits funds in financial institutions selected by the City's Councilmen in accordance with Mississippi statutes. Allocation of the resulting balance is accomplished with inter-bank transfers. Approved city depositories for the calendar years 2011-2012 were as follows:

	<u>Allocation Percentage</u>
Hancock Bank	50%
Merchant and Marine Bank	25%
Peoples Bank	<u>25%</u>
	<u>100%</u>

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

Deposits at September 30, 2012, (including restricted deposits) were as follows:

	<u>Bank Balances</u>
Pooled deposits:	
Cash and cash equivalents	\$ 3,105,421
Non-pooled deposits:	
Cash and cash equivalents:	
Capital Improvement Bond Fund	2,566,037
Debt Service Fund	846,561
Contingency Fund	484,258
MS Development Loan	3,495
	<u>\$ 7,005,772</u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

B. Restricted Cash

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

The restricted assets as of September 30, 2012, were as follows:

<u>Types of Restricted Assets</u>	<u>Cash Including Time Deposits</u>
Capital Improvement Bond Fund	\$ 2,566,037
Bond Contingency Fund	484,258
Series 2012 Utility System Refunding Bond	846,561
2008 MS Development Loan	3,495
	<u>\$ 3,900,951</u>

C. Accounts Receivable

Accounts receivable at September 30, 2012, consisted of the following:

	<u>Accounts Receivable</u>	<u>Allowance for Uncollectible Accounts</u>	<u>Net Accounts Receivable</u>
Governmental activities:			
General Fund:			
Ad valorem taxes	\$ 61,516	-	61,516
Municipal court	5,869,066	5,843,414	25,652
Sales tax	288,508	-	288,508
	-	-	-
Total General Fund	<u>6,219,090</u>	<u>5,843,414</u>	<u>375,676</u>
Business-type activities:			
Enterprise Fund:			
Water and sewer collections	2,009,746	1,469,325	540,421
Total business-type activities	<u>2,009,746</u>	<u>1,469,325</u>	<u>540,421</u>
Total government-wide activities	<u>\$ 8,228,836</u>	<u>7,312,739</u>	<u>916,097</u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

D. Capital Assets

Capital assets have not been audited.

Capital asset activity for the year ended September 30, 2012, was as follows:

	Primary Government			
	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital Assets not being Depreciated:				
Land	743,862	54,242		798,104
Construction in Progress	572,774	2,449,158		3,021,932
Total capital assets not being depreciated	1,316,636	2,503,400	0	3,820,036
Capital assets being depreciated:				
Buildings & Improvements	2,784,484	56,769		2,841,253
Machinery & Equipment	7,122,227	128,523		7,250,750
Infrastructure	3,004,871	1,313,717		4,318,588
Total capital assets being depreciated	12,911,582	1,499,009	0	14,410,591
Less accumulated depreciation for:				
Buildings & improvements	(418,387)	(81,179)		(499,566)
Machinery & Equipment	(3,006,319)	(725,075)		(3,731,394)
Infrastructure	(27,972)	(86,372)		(114,344)
Total accumulated depreciation	(3,452,678)	(892,626)	0	(4,345,304)
Total Capital assets being depreciated, net	9,458,904	606,383	0	10,065,287
Total governmental activities capital assets, net	10,775,540	3,109,783	0	13,885,323
Business-type Activities:				
Capital Assets not being Depreciated:				
Land & Easements	1,188,570			1,188,570
Construction in Progress	0			0
Total capital assets not being depreciated	1,188,570	0	0	1,188,570
Capital assets being depreciated:				
Buildings & improvements	2,223,960			2,223,960
Machinery & Equipment	1,627,426	269,911		1,897,337
Infrastructure	42,123,637			42,123,637
Total capital assets being depreciated	45,975,023	269,911	0	46,244,934
Less accumulated depreciation for:				
Buildings & improvements	(375,470)	(55,599)		(431,069)
Machinery & Equipment	(1,352,019)	(237,167)		(1,589,186)
Utility System	(13,382,220)	(361,495)		(13,743,715)
Total accumulated depreciation	(15,109,709)	(654,261)	0	(15,763,970)
Total Capital assets being depreciated, net	30,865,314	(384,350)	0	30,480,964
Total business-type activities capital assets, net	32,053,884	(384,350)	0	31,669,534
Primary Government				
Total capital assets, net	42,829,424	2,725,433	0	45,554,857
- 39 -				

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

A summary of general fixed assets transactions for the year ended September 30, 2012, follows:

	Expended through September 30, 2012	Remaining Commitment
Business-type activities (in progress at 09-30-10):		
Allen Road Water and Sewer Expansion	\$ 451,377	—
Lift Station Upgrade	2,503,100	--
Water Improvements - Old Spanish Trail	1,534,115	--
Highway 90/57 Sewer System Expansion	6,361,715	--
Total	<u>\$10,362,379</u>	<u>--</u>
Transferred to infrastructure	(7,430,148)	
Transferred to land & easements	(801,974)	
Adjustment to construction estimate	(306,030)	
Total transferred and added to fixed assets	<u>(10,362,379)</u>	
Business-type Activities - other		
Infrastructure addition	<u>269,911</u>	
Government Activities		
Construction in Progress at 09-30-12	<u>3,021,932</u>	<u>2,551,502</u>
Land Purchased	54,242	
Machinery & equipment purchased	128,523	
Infrastructure added	1,313,717	
Building Improvement	56,769	
Total	<u>1,553,251</u>	
Depreciation expense was charged to functions/programs for the year ended September 30, 2012, as follows:		
Governmental activities:		
General government		<u>\$ 892,626</u>
Business-type activities:		
Water and Sewer Fund		\$ 653,337
Solid Waste Fund		924
Total business-type activities depreciation expense		<u>\$ 654,261</u>

E. Accounts Payable

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

F. Long-Term Debt

The City's long-term debt is segregated between the amounts to be repaid from governmental activities and amounts to be repaid from business-type activities. Long-term liability activity for the year ended September 30, 2012, is shown below:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental activities:					
Bonds and notes payable	\$ 9,020,536		836,695	8,183,841	1,045,499
Compensated absences	<u>231,709</u>		<u>446</u>	<u>231,163</u>	<u>77,847</u>
Total governmental activities long-term liabilities	<u>\$ 9,252,245</u>		<u>837,141</u>	<u>8,415,104</u>	<u>1,123,346</u>
Business-type activities:					
Water and sewer debt	\$15,334,809	474,000	1,785,960	14,022,849	1,716,338
Compensated absences	<u>24,201</u>		<u>242</u>	<u>23,959</u>	<u>10,399</u>
Total business-type activities long-term liabilities	<u>\$15,359,010</u>	<u>474,000</u>	<u>1,786,202</u>	<u>15,359,010</u>	<u>1,726,737</u>

Description of Debt

At September 30, 2012, notes payable consisted of the following individual issues:

	General Long- Term Debt
Governmental activities:	
General obligation bonds and notes:	
General Obligation Katrina Refunding Bond Series 2010; bearing interest at 3.45%, maturing March 2020	\$ 1,950,000
General Obligation Bond Series 2010; Capital Improvements; Maturing August, 2030; bearing interest at 3.13%	6,515,000
Police Court package Loan; 2.60% interest; maturing, May, 2015; annual payments Of \$ 73,040 until paid	207,812
Police Court Package Loan; 2.920% interest; maturing December, 2013; annual payments Of \$ \$ 123,243 until paid	234,723
Unsecured community disaster loan, bearing interest at 2.80%, maturing March 2011	<u>321,806</u>
Total general obligation bonds and notes	9,229,341
Compensated absences	309,109
Less current portion of long-term debt	<u>(1,123,346)</u>
Total governmental activities long-term debt	<u>\$ 8,415,104</u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

Business-type activities:

Revenue Refunding Bond:

Series 2012 Refunding Bond, payable in semiannual installments, bearing interest at a variable rate, currently 4.25%, maturing September 2019, secured by utility system revenues	\$ 9,185,000
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Revenue Bonds:

State Revolving Fund Loan, payable in monthly installments of \$9,019, beginning October 2006, bearing interest at 3.56%, maturing January 2026, secured by utility system revenues	1,151,837
---	-----------

State Revolving Fund Loan, payable in monthly installments of \$10,949, beginning September 2006, bearing interest at 1.75%, maturing January 2026, secured by utility system revenues	1,561,411
--	-----------

State Revolving Fund Loan, payable in monthly installments of \$7,877, beginning April 2006, bearing interest at 1.75%, maturing April 2025, secured by utility system revenues	1,066,939
---	-----------

State Revolving Fund Loan, payable in monthly installments of \$3,765, beginning November, 2009; bearing interest at 1.95%, secured by utility system revenues	648,013
--	---------

State Revolving Fund Loan, payable in monthly installments of \$ 2,149, beginning October, 2009; bearing interest at 1.95%, secured by utility system revenues	343,283
--	---------

State Revolving Fund Loan, payable in monthly installments of \$ 9,665, beginning December, 2009, bearing interest at 2.75%, secured by utility system revenues	1,561,552
Total general obligation bonds and notes	<u>15,518,035</u>

SCADA Loan, Hancock Bank, \$48,551 per year, bearing interest at 3.15 %	47,153
---	--------

Vacuum Truck Loan, M & M Bank, \$27,794 per year, Bearing Interest at 2.830%	174,000
--	---------

Compensated absences	34,358
-----------------------------	--------

Less current portion of long-term debt	<u>(1,726,737)</u>
--	--------------------

Total business-type activities long-term debt	<u><u>\$14,046,808</u></u>
---	----------------------------

Revenue Refunding Bond

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

The original Series 2001 bonds were collateralized by the revenues of the water and sewer system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used first to pay operating and maintenance expenses of the system and second to establish and maintain the Revenue Bond Funds. As long as the bonds were outstanding, the City agreed to fix and maintain rates and collect charges for the use and services of the System, which were to be at all times be sufficient to meet specified requirements. The balance outstanding at the Series 2012 issue date was \$9,185,000.

State Revolving Revenue Bonds are collateralized by the revenues of the water and sewer funds. The City executed several long-term debt agreements with the State of Mississippi Environmental Quality for the purpose of improving the water distribution and sewer collection systems. The City entered into an agreement with the Mississippi State Tax Commission, allowing the Tax Commission to withhold \$43,424 from monthly sales tax revenues as payment for principal and interest on bonds beginning in fiscal year 2006. The balance outstanding on these bonds, as of September 30, 2012, was \$6,330,035.

Debt Maturity

Debt service requirements at September 30, 2012, were as follows:

	Governmental Activities		Business-type Activities	
	Notes & Capital Leases		Water and Sewer Bonds & Notes	
	Principal	Interest	Principal	Interest
2013	741,927	303,572	1,716,338	317,126
2014	766,288	281,396	1,658,679	281,701
2015	667,311	258,216	1,671,356	244,401
2016-2020	3,003,814	996,240	7,186,584	634,592
2021-2025	2,355,000	688,874	2,319,609	286,018
2026-2030	1,695,000	169,767	1,186,622	55,289
Total	<u>\$ 9,229,340</u>	<u>2,690,865</u>	<u>15,739,188</u>	<u>1,819,128</u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

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

G. Interfund Balances

Interfund balances at September 30, 2012, consisted of the following:

	DUE FROM:					
	Governmental Activities			Business-Type Activities		Total
	General Fund	MS Development	Other Governmental Funds	Water and Sewer Fund	Solid Waste Fund	
DUE TO:						
Governmental activities:						
General Fund	\$ -	-	-	-	-	-
MS Development		-		-		-
Other Governmental Funds	-	-	-	-		
Business-type Activities:						
Water and Sewer Fund	-	-	-	68,968	(68,968)	-
Solid Waste Fund Total	-	-	-	-	-	-
Total	<u>\$ -</u>	<u>-</u>	<u>-</u>	<u>68,968</u>	<u>(68,968)</u>	<u>-</u>

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

H. Interfund Transfers

Transfer balances at September 30, 2010, consisted of the following:

	TRANSFERS IN:		
	Governmental Activities	Business-Type Activities	Total
	Other Governmental Fund	Other Business-Type Fund	
TRANSFERS OUT:			
Governmental activities:			
General Fund	\$ 750,000	-	750,000
MS Development	-	-	-
Other Governmental Funds	-	-	-
Business-type activities:			
Water and Sewer Fund	-	(750,000)	(750,000)
Solid Waste	-	-	-
Total	<u>\$ 750,000</u>	<u>(750,000)</u>	<u>-</u>

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES

A. Property Tax

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

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

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

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

Property tax revenues are recognized as the related ad valorem taxes are collected. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with generally accepted accounting principles have been recognized as revenue.

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

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

For the year ended September 30, 2012, the City's 2012 tax rate was as follows:

	<u>MILLS</u>
General Fund	24.350
Library Fund	1.000
Debt Service	<u>6.750</u>
Total	<u>25.770</u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES (continued)

B. Pension Plans

Defined Benefit Pension Plan

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

Funding Policy - PERS' members are required to contribute 9.00 %, of their annual covered salary and the Jackson County Utility Authority is required to contribute at an actuarially determined rate. The current rate of 14.26% (effective July 1, 2012) of annual covered payroll is contributed by the City. These were the rates and the end of FY 2012. The contribution requirements of PERS' members are established and may be amended only by the State of Mississippi Legislature.

The City of Gautier's contributions to PERS for the years ended September 30, 2012 and 2011 were \$729,428 and \$666,917, respectively, representing 100% of the required contributions for the year.

Deferred Compensation Plan

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

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES (continued)

C. Commitments and Contingencies

Related Party Transactions

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

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

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

Contract Commitments Service Contracts:

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

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

The City's six-year contract for trash collection services expired on September 30, 2006; however, the City renewed the contract for another six-years. The contractor is paid on a per unit basis, with an additional charge for Recycle Center collections.

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES (continued)

Construction Contracts:

The City entered into various construction contracts in the prior Fiscal Year for infrastructure improvements with some estimated remaining commitments at September 3, 2012. The majority of these projects were funded by various state and federal grants. See Note 3. D for more detailed information on these projects.

D. Joint Venture

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

The following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2012, a complete copy of which is on file at the administrative offices of the Authority, located at 1225 Jackson Avenue, Pascagoula, Mississippi 39567.

BALANCE SHEET

ASSETS

Current assets	\$ 3,587,130
Restricted investments	4,413,955
Capital assets	\$ <u>134,421,969</u>
Total assets	\$ <u><u>142,423,054</u></u>

LIABILITIES AND NET ASSETS

LIABILITIES

Current liabilities	\$ 3,658,642
Noncurrent liabilities	<u>8,440,779</u>
Total liabilities	<u><u>12,099,421</u></u>

NET ASSETS

Total liabilities and net assets	\$ <u><u>130,323,633</u></u>
	\$ <u><u>142,423,054</u></u>

STATEMENT OF REVENUES AND EXPENSES

Operating revenues	\$ 8,876,819
Operating expenses	(13,857,642)
Non-operating revenues	<u>3,406,003</u>
Change in Net Assets	<u>(1,574,820)</u>
Net Assets, Beginning of the Year	<u>131,898,453</u>
Total Net assets, end of the year	\$ <u><u>130,323,633</u></u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES (continued)

E. Deficit fund balances/Retained earnings

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

Governmental activities:

CDBG Downtown Revitalization Fund	69,599
BP Oil Spill Fund	349

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES (continued)

F. Settlements from prior periods:

GOVERNMENT-WIDE FINANCIAL STATEMENTS:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Net assets September 30, 2011, as originally presented	\$ 6,640,185	18,096,592	24,736,777
Prior period adjustment - rounding	<u>2</u>	<u>1</u>	<u>3</u>
Net Assets, September 30, 2011	<u>\$ 6,664,187</u>	<u>18,096,593</u>	<u>24,736,780</u>

FUND FINANCIAL STATEMENTS:

	<u>General Fund</u>	<u>Water and Sewer Fund</u>
Fund balance September 30, 2011, as originally presented	\$ 5,783,702	18,096,592
Adjustments – Rounding	<u>0</u>	<u>0</u>
Fund balance, September 30, 2011	<u>\$ 5,783,702</u>	<u>\$ 18,096,592</u>

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BASIC FINANCIAL STATEMENTS
September 30, 2012

NOTE 4. OTHER NOTES (continued)

G. Subsequent events –

- Accepted a bid for \$747,000 for Fire Station West
- Assumed the operation of Sheppard State Park
- Approved a \$3,000,000 Bond from the MS Development Bank for a Clearwater filtration system
- Approved a \$ 34,330 contract with Thompson Engineering for Ward 5 drainage improvements
- Entered into a contract with Waste Pro, replacing the existing contractor

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF GAUTIER, MISSISSIPPI
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
For the Year Ended September 30, 2012

	Original Budgeted Amounts	Final Budgeted Amounts	Actual Amounts (Budgetary Basis)	Variance with Final Budget Over / Under
Resources (inflows):				
Taxes	2,974,922	4,198,465	3,839,292	(359,173)
Licenses and permits	100,900	299,150	76,783	(42,367)
Inter-governmental revenues	3,779,200	3,461,003	3,410,265	(230,738)
Fines and forfeitures	975,000	725,000	794,875	69,875
Miscellaneous	<u>1,213,642</u>	<u>1,925,077</u>	<u>1,720,118</u>	<u>(204,959)</u>
Available for appropriations	<u>9,043,664</u>	<u>10,608,695</u>	<u>9,841,333</u>	<u>(767,362)</u>
Charges to appropriations (outflows):				
<i>General Government</i>				
Personnel services	887,672	909,045	899,183	9,862
Supplies	49,350	38,278	35,258	3,020
Other services and charges	601,285	570,211	561,878	8,333
Capital outlay	12,000	185,593	137,494	47,799
<i>Public Safety</i>				
Personnel services	4,752,572	4,704,569	4,634,937	69,932
Supplies	331,200	28,459	22,976	5,483
Other services and charges	161,900	409,771	380,732	29,039
Capital outlay	8,500	214,450	207,805	6,645
<i>Public Works</i>				
Personnel services	937,902	938,524	892,065	46,459
Supplies	168,900	21,900	21,164	736
Other services and charges	277,300	345,600	235,962	109,638
Capital outlay	20,000	65,830	19,425	46,405
<i>Community Services</i>				
Personnel services	459,646	486,141	486,027	114
Supplies	31,000	7,500	2,979	4,521
Other Services & Charges	119,350	142,850	132,597	10,253
<i>Culture and recreation</i>				
Personnel services	99,868	100,656	100,633	23
Supplies	17,600	7,000	5,209	1,791
Other Services & Charges	78,300	78,997	50,453	28,544
Capital Outlay	11,500	21,404	21,050	354
<i>Transfers & Debt Service</i>	<u>862,840</u>	<u>853,173</u>	<u>843,734</u>	<u>9,439</u>
Total charges to Appropriations	<u>9,888,685</u>	<u>10,129,951</u>	<u>9,691,861</u>	<u>438,090</u>
Revenues less expenditures	(845,021)	478,774	149,472	(329,272)
Budgetary fund balance, October 1, 2011	\$ 961,051	961,051	360,795	(600,256)
Budgetary fund balance, September 30, 2012	<u>\$ 116,030</u>	<u>682,465</u>	<u>510,267</u>	<u>(929,528)</u>

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

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF BUDGET-TO-ACTUAL RECONCILIATION
GENERAL FUND
For the Year Ended September 30, 2012

An explanation of the differences between budgetary inflows and outflows and revenues and expenditures determined in accordance with generally accepted accounting principles is as follows:

Sources/inflows of resources:

Actual amounts (budgetary basis) "available for appropriation" from the budgetary comparison schedule	\$ 9,841,333
Differences - budget to GAAP:	
Transfers from other funds are inflows for budgetary purposes but are not revenues for financial reporting purposes	(1,450,926)
Accrual basis revenues are not revenues for budget purposes	5,102
Special Revenue Fund revenues are included as General Fund revenues for financial reporting purposes	<u>2,066,183</u>
Total revenues as reported on the Statement of Revenue, Expenditures, and Changes in Fund Balances - Governmental Funds, General Fund	<u>\$10,461,692</u>

Uses/outflows of resources:

Actual amounts (budgetary basis) "total charges to appropriations" from the Budgetary comparison schedule	\$ 9,691,861
Differences - budget to GAAP:	
Special Revenue Fund expenditures included in the General Fund for reporting, but not for budget purposes.	2,210,147
The budget is prepared on the cash basis whereas the fund statements are on the modified accrual basis. This is the effect of expenditure accrual transactions.	12,573
Transfers to other funds are outflows for budgetary purposes but are not expenditures for financial reporting purposes	<u>(275,000)</u>
Total expenditures as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds, General Fund	<u>\$ 11,639,581</u>

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
For the Year Ended September 30, 2012

NOTE 1: BUDGETARY DATA

The procedures used by the City in establishing the budgetary data are as follows:

1. The City Clerk's office prepares estimates of available revenue.
2. Department directors submit proposed expenditure budgets to the City Clerk by June 1, each year.
3. The City Manager and the department directors review expenditure budgets, and necessary revisions are made.
4. Budgeted revenues and expenditures are balanced, and a summary budget is prepared and presented to the City Council.
5. The City Manager submits the proposed budget to the Board by August 1.
6. A public hearing is conducted to obtain taxpayer comments.
7. The final budget is approved by September 15, and must be published in a local newspaper on or before September 30.
8. Budget revisions are made throughout the year (prior to September), as reallocations of funds are necessary or circumstances change, which dictate the need for a budget amendment.
9. Formal budgetary integration is employed as a management control device during the year for all budgetary funds.
10. The general fund budget is adopted on a cash basis as required by State statute. The appropriated budget is prepared by fund, function and department. The legal level of budgetary controls is the department level. The City Clerk's office exercises budgetary monitoring throughout the fiscal year. An adopted budget may not exceed its appropriated level without Board approval. However, department heads may make transfers of appropriations within a department. Budgetary controls are implemented through the City Clerk's office through the use of budget-to-actual reports. Any purchase requisition that will cause a line item to exceed its budget will be disallowed by the City Manager. The department head will then be required to make an inter-departmental budget transfer or request a budget amendment.

CITY OF GAUTIER, MISSISSIPPI
NOTES TO BUDGETARY COMPARISON SCHEDULE - GENERAL FUND
For the Year Ended September 30, 2012

NOTE 2: EXCESS OF EXPENDITURES OVER APPROPRIATIONS (BUDGET)

Although revenues projected were less than actual, for the fiscal year ending September 30, 2012, as shown on Page 53, the overall actual ending fund balance was a surplus.

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF BUDGET-TO-ACTUAL RECONCILIATION
MS DEVELOPMENT BANK KATRINA LOAN FUND
For the Year Ended September 30, 2012

	<u>Original Budgeted Amounts</u>	<u>Final Budgeted Amounts</u>	<u>Actual Amounts (Budgetary Basis)</u>	<u>Variance with Final Budget Over / Under</u>
Budgetary fund balance, October 1, 2011	\$ 157,290	157,290	129,530	(27,760)
Resources (inflows):				
Transfers In	<u>-</u>	<u>281,398</u>	<u>280,898</u>	<u>(500)</u>
Amounts available for Appropriations	<u>157,290</u>	<u>438,688</u>	<u>410,428</u>	<u>(28,260)</u>
Charges to appropriations (outflows):				
General Government Debt Service	281,398	281,933	281,933	-
Capital Outlay	-	-	-	-
Transfers Out	<u>-</u>	<u>125,000</u>	<u>125,000</u>	<u>-</u>
Total charges to Appropriations	<u>281,398</u>	<u>406,933</u>	<u>406,933</u>	<u>-</u>
Budgetary fund balance, September 30, 2012	<u>\$ (124,108)</u>	<u>31,755</u>	<u>3,495</u>	<u>(28,260)</u>

OTHER SUPPLEMENTARY INFORMATION

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF SURETY BONDS OF MUNICIPAL OFFICIALS
For the Year Ended September 30, 2012

<u>Name</u>	<u>Position</u>	<u>Amount</u>
Tommy Fortenberry	Mayor	\$ 100,000
Mary Martin	Councilwoman	100,000
Johnny Jones	Councilman	100,000
Hurley Ray Guillotte	Councilman	100,000
Gordon Gollott	Councilman	100,000
Scott McFarland	Councilman	100,000
Adam Colledge	Councilman	100,000
Samantha Abell	City Manager	50,000
Teresa Montgomery	City Clerk	50,000
Dante Elbin	Police Chief	50,000

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2012

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Justice			
Passed Through State:			
Local Law Enforcement Block Grant			
Task Force Grant	16.592	7NM1301	\$ 20,990
FBI Safe Street	16.592	18PGCP540Z	15,555
HIDTA	16.592	18PGCP540Z	9,696
Meth Grant	16.592	2006CKWX0067	4,151
U.S. Department of Commerce			
Passed Through State:			
MDR Grant – BP Oil Spill Grant	97.036	DMR-S-10-GAT- MSBPDHRBGH-5	17,626
U.S. Department of Homeland Security			
Passed Through State:			
Disaster Grant - Public Assistance	97.036	FEMA-1604-DR-MS	185,964
Karina – Hazard Mitigation	97.039	DR-1604-MS-0111	2,403
U.S. Department of Housing and Urban Development			
Passed Through State:			
Community Development Block Grant - 14.219/14.228		R-109-192-01-KCR	2,046,943
Energy Efficiency and Conservation Block Grant AARA	81.128	AR040-GT11-0810-0031	101,256
U.S Department of Transportation			
Passed Through State:			
MDOT	20.205	ER-9187-00(005) / LPA/105157-7001000	<u>124,594</u>
Total Expenditures of Federal Awards			<u>\$ 2,529,178</u>

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

CITY OF GAUTIER, MISSISSIPPI
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2012

NOTE 1. BASIS OF PRESENTATION

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

NOTE 2. LOAN AGREEMENTS OUTSTANDING

Proceeds of State Revolving Fund loans were obtained for sewer rehabilitation and drinking water system improvements. The State Revolving Fund is financed, at least in part, by the U.S. Environmental Protection Agency. The principal balance on September 30, 2012, was:

DWI-H280092-01-3	\$ 1,151,837
SRF-C2808754-01-3	1,561,411
SRF-C280879-01-1	1,066,939
DWI-H280114-01-2	648,013
DWI-H280114-02-0	343,283
SRF-C280879-02-2	<u>1,561,552</u>
	<u>\$ 6,330,035</u>

CITY OF GAUTIER, MISSISSIPPI
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2012

2010-B-1 The City was still unable to provide sufficient documentary evidence to support the carrying amounts of fixed assets on its books. This finding continues, with the exception of taking a physical inventory, and is noted for the third year in Finding 2012-B-1.

REPORTS ON COMPLIANCE AND INTERNAL CONTROL

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553
(228) -497-2788

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

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

I have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Gautier, Mississippi, as of and for the year ended September 30, 2012, which collectively comprise the City of Gautier, Mississippi's basic financial statements and have issued my report thereon dated February 12, 2014, in which I qualified my opinion because of the inadequacy of accounting records for the fiscal year ended September 30, 2012, that relate to the fixed assets, accumulated depreciation and depreciation expense, I was unable to form an opinion regarding those amounts and net assets invested in capital assets, net of related debt, for the Government-Wide Financial Statements, which includes amounts at which property and equipment and accumulated depreciation, and the amount of depreciation expense for the year then ended, as outlined in the Capital Assets Note to the Financial Statements, are recorded in the accompanying balance sheet at September 30, 2012, and the Proprietary Funds Financial Statements which includes amounts at which property and equipment and accumulated depreciation, and the amount of depreciation expense for the year then ended, as also outlined in the Capital Assets Note to the Financial Statements, are recorded in the accompanying balance sheet at September 30, 2012. As a result, I was unable to form an opinion on the respective net assets to which these balances are related. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the City of Gautier is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing my audit, I considered the City of Gautier, Mississippi's internal control over financial reporting as a basis for designing my auditing procedures for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Gautier, Mississippi's internal control over financial reporting. Accordingly, I do not express an opinion on the effectiveness of the City of Gautier, Mississippi's internal control over financial reporting.

My consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, I identified certain deficiencies in internal control over financial reporting that I consider to be a material weakness.

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Governmental Auditing Standards

Page 2

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. I consider the deficiency described in the accompanying schedule of findings and questions costs as to be a material weakness. It is listed as item 2012-B-1.

Compliance and Other Matters

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

I noted certain matters that I reported to management of the City of Gautier in a separate letter dated February 12, 2014.

The City of Gautier, Mississippi's response to the findings identified in my audit is described in the accompanying schedule of findings and questioned costs. I did not audit the City of Gautier, Mississippi's response and, accordingly, I express no opinion on the response.

This report is intended solely for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Gautier, Mississippi
February 12, 2014

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553

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

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

Compliance

I have audited the compliance of the City of Gautier, Mississippi, with the types of compliance requirements described in the U. S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that are applicable to each of its major federal programs for the year ended September 30, 2012.

The City of Gautier, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the City of Gautier, Mississippi's management. My responsibility is to express an opinion on the City of Gautier, Mississippi's compliance based on my audit.

I conducted out audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that I plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Gautier, Mississippi's compliance with those requirements and performing such other procedures as I considered necessary in the circumstances. I believe that our audit provides a reasonable basis for my opinion. My audit does not provide a legal determination of the City of Gautier, Mississippi's compliance with those requirements.

In my opinion, the City of Gautier, Mississippi, complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2012.

Internal Control Over Compliance

The management of the City of Gautier, Mississippi, is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing my audit, I considered the City of Gautier, Mississippi's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine my auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, I do not express an opinion on the effectiveness of the City of Gautier, Mississippi's internal control over compliance.

Independent Auditors' Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133
Page 2

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

My consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. I did not identify any deficiencies in internal control over compliance that I consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in blue ink, appearing to read "Stephen A. Manka".

Gautier, Mississippi
February 12, 2014

4321 Gautier Vancleave Rd. Suite A
Gautier, Mississippi 39553
(228) -497-2788

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

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

I have audited the accompanying financial statements of the City of Gautier, Mississippi (the City) as of and for the year ended September 30, 2012 and have issued my report dated February 12, 2014. I have conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*.

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

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

Finding

The City was not able to generate a ledger providing detailed information of the City's fixed assets. The City should be responsible for custody of its assets and accurately report them in the financial statements. Further, the City has not been reconciling the annual inventory of fixed assets to ledger balances; however, a comprehensive fiscal inventory of fixed assets was initiated during the fiscal year, and completed shortly thereafter. However a fiscal inventory was taken for the Fiscal Year ending September 30, 2012, which is an improvement in the process.

Recommendation

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

Independent Auditors' Report on Compliance with Mississippi State Laws and Regulations
Page 2

Auditee's Response

Management recognizes the problem with the fixed assets. The City Purchasing Agent has been and is in the process of making great strides in resolving the problem, having taken a complete asset inventory for Fiscal 2012.

Finding

The City did not complete the Municipal Compliance Questionnaire and record the same on the October, 2012 minutes of the City Council. The state Auditor's Office requires that this be completed and entered on the minutes, preferably in October following the end of the fiscal year.

Recommendation

The City should have an official responsible for the completion of the questionnaire and entering it on the minutes.

Auditee's Response

The City has amended the minutes and included the questionnaire during a subsequent meeting of the Council, and has assigned someone to be in charge of insuring that the questionnaire is included in the minutes during future fiscal years. As a result the questionnaire has been timely included for the 2013 Fiscal Year.

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



Gautier, Mississippi
February 12, 2014

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2012

A. SUMMARY OF AUDIT RESULTS

1. In my report, my opinion on the financial statements, was qualified for inadequate records for fixed assets.
2. A material weakness relating to the audit of the financial statements is reported in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters. There were no significant deficiencies noted.
3. No instances of noncompliance material to the financial statements of the City of Gautier, Mississippi are reported in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters.
4. No material weaknesses relating to the audit of major federal award programs are reported in the Report on Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance. There were no significant deficiencies noted.
5. The auditor's report on compliance for major federal award programs for the City of Gautier, Mississippi expresses an unqualified opinion.
6. There are no audit findings relative to the major federal award programs for the City of Gautier, Mississippi, that are to be reported in Part C of this schedule.
7. There were two major programs tested:

Community Development Block Grant - 14.219/14.228

Community Development Block Grant – Regional Disaster - CFDA No. 14.228

8. The dollar threshold for distinguishing Type A and B programs was \$300,000.
9. The City of Gautier, Mississippi did not qualify as a low-risk auditee.

B. FINDINGS - FINANCIAL STATEMENT AUDIT

Reportable instances of noncompliance and reportable conditions and material weaknesses

2012-B-1

Finding

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

CITY OF GAUTIER, MISSISSIPPI
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2012

B. FINDINGS - FINANCIAL STATEMENT AUDIT (continued)

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

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

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

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

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

Follow-up on prior audit findings: The previous year had the same finding listed as 2011-B-1

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

There were no findings related to major federal programs.

Motion was made by Councilman Vaughan to amend order on Business Item #3 Bid Advertisement for Probation Services Proposals for Municipal Court to include general catch-all provision for any and all other services they may want to offer such as GPS, other electronic devices, etc. Motion was seconded by Councilwoman Martin and unanimously carried.

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

ORDER NUMBER 036-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise for Probation Services Proposals for Municipal Court to provide probation, case supervision and related services for the benefit of the City and Court Department.

IT IS FURTHER ORDERED that the proposals include general catch-all provision for any and all other services they may offer such as GPS, other electronic devices, etc.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: February 11, 2014
Subject: Bid Advertisement for Probation Services Proposals for Municipal Court

REQUEST:

The Purchasing Division requests approval to advertise for Probation Services Proposals for Municipal Court. This proposal will provide probation, case supervision and related services for the benefit of the City and Court Department.

DISCUSSION:

The Purchasing Division requests authorization to advertise for Probation Services for Municipal Court.

RECOMMENDATION:

City staff recommends that City Council approve advertising for Probation Services for Municipal Court.

The City Council may:

1. Approve advertising for Probation Services for Municipal Court; or
2. Disapprove advertising for Probation Services for Municipal Court.

ATTACHMENT(S):

Advertisement

REQUEST FOR SEALED PROPOSALS

Notice is hereby given that the City of Gautier, Mississippi will receive Sealed Proposals at Gautier City Hall, 3330 Hwy 90 until 2:00 P.M. on _____ for the following:

"PROBATION SERVICES FOR MUNICIPAL COURT"

Specifications are on file in the Purchasing Agents office. Proposals shall be delivered to Purchasing Office located in Gautier City Hall and clearly marked on the front of the package **"PROBATION SERVICES FOR MUNICIPAL COURT"** All proposals must be submitted no later than 2:00 PM CST, _____, to the Purchasing Agents Office, 3330 Hwy 90, Gautier, MS 39553 at which time all proposals will be opened and recorded. All proposals received after this time will be returned.

No proposal may be withdrawn for a period of thirty (30) days. All documents and proposal forms required by the specifications shall be submitted in the original proposal. No additions or modifications will be allowed after the proposals are opened.

All proposal envelopes should contain the Bidder's name and mailing address on the face of the envelope.

Electronic specifications may be obtained by emailing Cindy Steen at: csteen@gautier-ms.gov.

The City reserves the right to reject any and all bids and to waive any informality in the proposal accepted.

Cindy Steen
Purchasing Agent
City of Gautier, MS

(SEAL)

Publication Dates:
Procurement Center
Mississippi Press:

SPECIFICATIONS

1. Attend regularly scheduled court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to the company in advance.
2. Conduct an initial interview with each probationer at the time of his or her sentencing for purposes of explaining the scope of the court order relative to fines, fees, and/or restitution imposed as well as requirements and conditions for probation supervision.
3. Monitor offenders for compliance with terms and conditions of probation as required by the Court, notifying the Court of any non-compliance. The Court will decide when and if revocation of probation is necessary.
4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other cost associated with the Court, and disburse said monies as follows:
 1. Shall disburse monies directly to the victim, or, the restitution may be paid to the Court Clerk for distribution to the victim, as directed by the court.
 2. Collect all fines, surcharges, and other fees that will be disbursed to the City of Gautier as directed by the Court.
5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.
6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community services. Will assist in location non-profit and public agencies in which community service may be performed.
7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.
8. Provide reports to the Court regarding compliance and payments information as requested.
9. Supervise all persons assigned to probation by the Court with a ratio of probationers to staff of no greater than 300 to 1.
10. Shall maintain professional liability insurance in an amount not less than one million (\$1,000,000) dollars.
11. Each probationer placed on probation will be required to meet with their assigned probation officer at least every 30 days. Probationers that do not comply with the probation guidelines and the Court's order may be required to meet with their probation officer more than once a month. Certain probationers may be relieved of the obligation of an in-person appointment should unique circumstances require it.

12. All probation officers will be at least 21 years of age at the time of appointment.
13. Employ at least one supervisor of private probation officers with a minimum of five years' experience in corrections, parole or probation services.
14. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.
15. Will keep a complete record checks on all staff in accordance with its standard operating procedures, to include criminal background and previous employment checks.
16. Will supervise all probated cases sentences to so order by the Court. Will also supervise indigent cases when determined by the Court.
17. In the event of a hearing, the probation officer will testify as to the circumstances of the cases, giving the probationer full opportunity to refute any or all point. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.
18. Shall comply with all provisions of local, state and federal law.
19. Please line item any and all other services you my offer, including but not limited to
 - a. GPS Tracking
 - b. Cell Phone Monitoring
 - c. Ignition Breathalyzer
 - d. Counseling

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

ORDER NUMBER 037-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into a Master Services Agreement with Brown, Mitchell & Alexander, Inc. to perform engineering and related services as requested by the City from time to time based on individual work orders.

IT IS FURTHER ORDERED that the firm Brown, Mitchell & Alexander, Inc. proposes these services on an "as needed" hourly basis for a total amount not to exceed \$25,000.00. This period of service shall be for three years from the date of execution, or as amended by the City and the firm.

IT IS FURTHER ORDERED that the work orders will be for drafting services for the Town Green.

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

Motion was made by **Councilman Colledge**, seconded by **Councilman Jones** 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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: February 10, 2014
Subject: Professional Services Agreement for Engineering and Related Services-
Brown, Mitchell & Alexander, Inc.

REQUEST:

The Economic Development & Planning Department requests authorization to enter into a Master Services Agreement with Brown, Mitchell & Alexander, Inc. to perform engineering and related services as requested by the City from time to time based on individual work orders.

BACKGROUND:

The City of Gautier has occasional needs for professional services such as environmental services, drafting, and structural services. The firm of Brown, Mitchell & Alexander, Inc. proposes to provide these services on an “as needed” hourly basis for a total amount not to exceed \$25,000.00. The period of service shall be for three years from the date of execution, or as amended by the City and the firm. The first work order will be for drafting services for the Town Green.

RECOMMENDATION:

City staff recommends that City Council authorize entering into a professional services agreement with Brown, Mitchell & Alexander, Inc. for engineering and related services as outlined above.

The City Council may:

1. Authorize entering into a professional services agreement with Brown, Mitchell & Alexander, Inc. as presented, or
2. Authorize entering into a professional services agreement with Brown, Mitchell & Alexander, Inc. with changes, or
3. Disapprove entering into the professional services agreement presented.

ATTACHMENT(S):

Brown, Mitchell & Alexander Professional Services Agreement

February 11, 2014

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

**RE: Standard Form of Agreement for Professional Services between the
City of Gautier and Brown, Mitchell & Alexander, Inc.
Master Services Agreement**

Dear Ms. Nicholson:

Enclosed please find two (2) originals of *Standard Form of Agreement for Professional Services between the City of Gautier and Brown, Mitchell & Alexander, Inc.* for professional engineering services under the **Master Services Agreement**. Services will be provided under individual work orders, as requested by the City of Gautier. Total of services will not exceed \$25,000.00, or as amended by Owner and Engineer.

After your review, please place on the next City Council agenda for approval and signature. Once executed, please return one original to our office for our records.

If you should have any questions, please do not hesitate to contact me at 228-864-7612. We are looking forward to working with you and the City of Gautier.

Sincerely,



Dax Alexander, P.E.
Principal

Enclosures

cc: Ben Smith, P.E., BMA

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

ORIGINAL

THIS IS AN AGREEMENT effective as of _____, 2014 ("Effective Date") between

The City of Gautier ("Owner") and

Brown, Mitchell & Alexander, Inc. ("Engineer").

Owner intends to enter into a Master Services Agreement with Engineer for engineering and

related services as may be requested by the Owner from time to time. The Owner and Engineer will

agree to individual work orders for engineering and related tasks, which will outline the services

to be provided and associated fees. Total of services will not exceed \$25,000.00, or as

amended by Owner & Engineer. ("Project").

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Period of Service and Time for Completion*

- A. The period of service shall be for three years from the date of execution, or as amended by the Owner and Engineer.
- B. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth on specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- F. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt of an acceptable invoice after any necessary corrections have been made.

4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by

members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition) unless both parties mutually agree to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or

performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

6.02 *Design Without Construction Phase Services*

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without

written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.~~
- C. If construction of a project designed by the Engineer is not performed by Owner, Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the "Standard General Conditions of the Construction Contract," (No. C-700, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- ~~E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.~~
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension.

By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow

Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.
- B. ~~*Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~
- C. ~~*Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits; in the following provisions; or in the "Standard General Conditions of the Construction Contract," prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition):
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
 3. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or

rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
13. *Work Orders* – A scope of services to be provided by the Engineer as required by the Owner and shall include a maximum budget and schedule for services. Each work order will be proposed and executed by the Owner and Engineer to become effective.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services," consisting of 12 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages and Appendix 1, consisting of 2 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 5 pages.
- ~~E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages.~~
- ~~F. Exhibit F, "Construction Cost Limit," consisting of _____ pages.~~
- G. Exhibit G, "Insurance," consisting of 2 pages.
- ~~H. Exhibit H, "Dispute Resolution," consisting of _____ pages.~~
- I. Exhibit I, "Allocation of Risks," consisting of 1 pages.
- ~~J. Exhibit J, "Special Provisions," consisting of _____ pages.~~
- ~~K. Exhibit K, "Amendment to Owner Engineer Agreement," consisting of _____ pages.~~

8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 15 inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

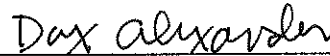
City of Gautier

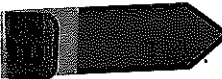
Brown, Mitchell & Alexander, Inc.

By: Samantha Abell

By: Dax B. Alexander, P.E.





 City Manager

Title: President

Date

Signed:

2.20.14

Date

Signed:

2/11/14

Engineer License or Certificate No. 14208

State of: Mississippi

Address for giving notices:

Address for giving notices:

3330 Highway 90

521 34th Street

Gautier, MS 39553

Gulfport, MS 39507

Designated Representative (see Paragraph 8.03.A):

Designated Representative (see Paragraph 8.03.A):

Chandra Nicholson, P.E.

Benjamin Smith, P.E.

Title: Director of Economic Development & Planning

Title: Vice President

Phone Number: (228) 497-187

Phone Number: (228) 436-7612

Cell Number: (228) 806-1285

Cell Number: (228) 380-2275

E-Mail Address: cnicholson@gautier-ms.gov

E-Mail Address: ben@bmaengineers.com

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 Special and General Requirements

A. Special Conditions:

1. Prior to undertaking any engineering services, a Work Order specifying an approved scope of work and a not-to-exceed amount shall be executed between Owner and Engineer.

B. General Conditions

1. All invoices submitted by the Engineer to the Owner for work being paid for on an actual basis shall be subject to audit or re-audit by the Owner and its representatives. Books and records showing any charges thereto shall be retained and made available to the Owner for not less than 36 months after close-out of the project.
2. The parties hereto agree that the Engineer, and any agents and employees of the Engineer, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Owner.
3. This Agreement is not assignable by the Engineer either in whole or in part except on prior written approval of the Owner.
4. This Agreement may be modified only in writing signed by the Engineer and approved by the Gautier City Council and signed by the City Manager.
5. Time is of the essence for this Agreement. The Engineer shall commence the work specified in this Agreement promptly after the execution of this document and applicable work orders and shall complete the work within the time specified in the Agreement and said work orders.
6. The Engineer shall keep itself informed so as to comply with all Federal, State and Municipal laws pertaining to the work specified in this Agreement.
7. The Engineer shall conduct its operations as to cause the least possible obstruction and inconvenience to the operations of the Owner.
8. The Engineer understands and agrees that this contract is non-exclusive and the Owner reserves the right to employ other engineers to perform similar services.

9. The Engineer shall provide only those services established in a Work Order for each project or task assigned by the Owner.

A.1.02 Study and Report Phase

A. If a Study or Report is established in a Work Order, the Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
5. Perform or provide additional Study and Report Phase tasks or deliverables as identified in the Work Order.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A.1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, and if preliminary design services are required by the Work Order, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide additional Preliminary Design Phase tasks or deliverables as outlined in the Work Order.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.04 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide additional Final Design Phase tasks or deliverables as outlined in the Work Order.
 5. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when all comments are incorporated into bidding documents and accepted by Owner.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

A.1.05 Bidding or Negotiating Phase

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, and if bidding or negotiating services are required by the Work Order, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Perform or provide additional Bidding or Negotiating Phase tasks or deliverables as outlined in the Work Order.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A.1.06 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions

shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.O.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of

confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified

indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to

any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.06.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.06.A.11.
 17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct a walk-thru to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks.* Perform or provide additional Construction Phase tasks or deliverables as outlined in the Work Order.
 19. *Final Notice of Acceptability of the Work.* Conduct a final walk-thru to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable (subject to the provisions of Paragraph A1.06.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.04.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.07 Post-Construction Phase

- A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the adjusting of Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
 3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide additional Post-Construction Phase tasks or deliverables as outlined in the Work Order.
 6. In company with Owner or Owner's representative, provide a walk-thru of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase solutions.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.04.C.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment or services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.06.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the original date for final completion of the Work.

17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the date stated in A1.06.B.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 *In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:*

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this

Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- Q. Perform or provide the following additional services: NONE

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:
ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates, attached to this Exhibit as “Appendix 1”, for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
2. Engineer’s Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
3. The maximum total compensation for services under Paragraph C2.01 will be as agreed on each Work Order or Amendment to a Work Order. Total of services will not exceed \$25,000.00, or as amended by Owner and Engineer.
4. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit and Engineer’s Consultant’s charges.
5. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employee’s times Standard Hourly Rates for each applicable billing class and cumulative hours for Engineer’s Consultant plus Reimbursable Expenses times applicable hourly billing rate times a factor of 1.1.
6. The Standard Hourly Rates will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses which are in addition to fees for services and are billed accordingly.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; ~~long distance telephone call charges~~; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by

Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses of other highly specialized equipment.

- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants plus reimbursable expenses to Engineer times a factor of 1.1.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1** to **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule – Standard Hourly Rates are as follows:

BROWN, MITCHELL & ALEXANDER, INC. STANDARD HOURLY RATES

Engineering Staff

Principal Engineer	\$165.00
Professional Engineer V	\$146.00
Professional Engineer IV	\$133.00
Professional Engineer III	\$120.00
Professional Engineer II	\$110.00
Professional Engineer I	\$ 97.00
Engineer Intern II	\$ 93.00
Engineer Intern I	\$ 81.00
Senior Design Technician	\$ 85.00

Project Representation Staff

Resident Project Representative	\$63.00 - \$ 85.00
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Drafting Staff

CADD Production Manager	\$ 95.00
Design/CADD Technician	\$ 91.00
CADD Operators/Drafters	\$ 85.00

Surveying Staff

Registered Land Surveyor I, II	\$95.00 - \$ 99.00
Land Surveyor Intern	\$ 66.00
Survey Crew Chief	\$ 47.00
Survey CADD Technician	\$ 85.00
1-Man Survey Crew	\$120.00
2-Man Survey Crew	\$127.00
3-Man Survey Crew	\$152.00

OVERTIME:

1-Man Survey Crew	\$138.00
2-Man Survey Crew	\$142.00
3-Man Survey Crew	\$176.00

GPS:

1-Man RTK GPS Survey Crew	\$124.00
2-Man RTK GPS Survey Crew	\$139.00

Administrative Staff

Administrative	\$63.00 - \$ 68.00
Administrative Assistant/Specifications Technician	\$ 58.00
Clerical	\$ 43.00

*Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates
These hourly rates are subject to an annual increase of up to 5%.
Effective December 1, 2013*

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.06 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern. .
12. *Payment Requests*: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
- a. Participate in a Substantial Completion walk-thru, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final walk-thru in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|---|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$500,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |
| e. Automobile Liability -- | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

g. Other (specify):

1) Maritime (Jones Act) Coverage \$1,000,000

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Each Accident \$500,000

2) Disease, Policy Limit \$500,000

3) Disease, Each Employee \$500,000

c. General Liability --

1) General Aggregate: \$1,000,000

2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000

d. Excess Umbrella Liability --

1) Each Occurrence: \$1,000,000

2) General Aggregate: \$1,000,000

e. Automobile Liability --

1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$1,000,000

f. Other (specify):

1) NOT APPLICABLE \$ _____

B. Additional Insured's

~~1. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insured's, as provided in Paragraph 6.04.B:~~

~~**Brown, Mitchell & Alexander, Inc.**~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated , .

Allocation of Risks

Paragraph 6.10 of the Agreement is amended and supplemented to include the following agreement of the parties:

16.10.B *Limitation of Engineer's Liability*

1. ~~*Engineer's Liability Limited to Amount of Engineer's Compensation.*~~ To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

2. *Statute of Limitations.* Statute of limitations will commence to run at the Date of Substantial Completion of the Work. The Owner and Engineer hereby agree that any applicable statute of limitations will commence to run and any alleged cause of action shall be deemed to have accrued in any and all event not later than the relevant Date of Substantial Completion of the Work.

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

ORDER NUMBER 038-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to solicit Request for Proposals for Water Tank Maintenance and Repair.

IT IS FURTHER ORDERED that the Purchasing Agent is authorized to make changes for internal consistency prior to advertising.

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

Motion was made by **Councilman Guillotte**, 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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Date: February 13, 2014
Subject: Tank Maintenance Request for Proposals

REQUEST:

City Council authorization is requested for soliciting Requests for Proposals for Water Tank Maintenance.

BACKGROUND:

The City of Gautier is in need of a qualified contractor to maintain, inspect, make recommendations for necessary repairs and paint four (4) elevated water tanks owned by the City of Gautier. Per state statute, Water Tank Maintenance must be bid competitively, in a process separate from awarding a contract for the operation and maintenance of Public Works.

DISCUSSION:

The primary goal is to enter into a contract with a qualified contractor who shall provide a high level of service at an affordable cost.

RECOMMENDATION:

Staff recommends that City Council approve soliciting Requests for Proposals for Tank Maintenance Services.

ATTACHMENT(S):

Draft Request for Proposals

**WATER TANK
MAINTENANCE AND REPAIR REQUIREMENTS
FOR
THE CITY OF GAUTIER, MS**

1. GENERAL: The contractor shall be responsible for all maintenance and repair of the tanks as listed:

Central Fire Station Tank	500,000 GAL	EWT
Mall Tank	150,000 GAL	EWT
Martin Bluff Tank	300,000 GAL	EWT
Lark St. Tank	50,000 GAL	EWT
Hwy 57 Tank	10,000 GAL	

2. SCOPE OF WORK: Contractor shall be responsible for the full maintenance, materials and repairs of the tank and all appurtenances including but not limited to ladders, vents, above ground piping, lights and wiring to lights, and other items attached to or incidental to the tank. However, this contract does not include any antennae or wiring to antennae which might be attached to the tank. Damage caused to the tank by such antennae or its wire is included in the contract. The Contractor shall not be responsible for the grass or its upkeep nor shall the contractor be responsible for the drives and parking areas within the fence. However, any damage done by the Contractor or their sub-contractors to the grass, fence, gates or drives/parking areas shall be repaired by the Contractor at no cost to the OWNER.
3. MAINTENANCE AND REPAIR: The price bid for "Maintenance and Repair" shall include the total care and maintenance of the tank and appurtenances described in Paragraph 2 above. Care and maintenance shall include but is not limited to the following:
- a. Each tank and site shall be inspected by the Contractor a minimum of once each 12 months for the duration of the contract. The Inspector shall be certified by the National Association of Corrosion Engineers (NACE). The purpose of the inspection is to insure that the tank is in sound structural condition and watertight as well as to document the condition of the existing paint. Any discrepancies noted shall be recorded and a report delivered to the OWNER within 5 business days of the inspection. Minor discrepancies shall be remedied within 10 business days except for Critical items which shall be corrected immediately.

Critical items are those items which present a danger to the community or which could result in further damage occurring to the tank or site if left uncorrected. Also included are any leaks.

Any item which cannot be corrected within 10 business days due to extenuating circumstances shall be reported to the OWNER with a plan and schedule for correction. Extenuating circumstances include only the need for materials which the Contractor does not have and would not normally be expected to retain in inventory. Adverse weather (except for unusual weather not normal to the area) is not considered to be an extenuating event.

- b. All tanks shall be washed out. Following the initial washout, each tank shall be washed out a minimum of once each 36 months. The washout shall include a complete draining of the tank, thorough cleaning utilizing high pressure equipment with chemical injection to remove all mud, silt and other accumulations that might be harmful to the tank, or to the system piping. After the tank is clean, the interior will be thoroughly inspected, filled and disinfected, and tested prior to returning the tank to service. Disinfection and testing shall be in accordance with the Mississippi Regulations and all AWWA Standards.

Water utilized for the washouts shall be provided by the OWNER without charge to the Contractor. Contractor shall pay for all chemical and testing cost.

- c. The Contractor shall provide "on call service" to handle any problems with the tank or appurtenances as defined in Paragraph 2, which may develop between routine maintenance inspections. Any damage other than damage resulting from an "act of nature" or terrorism shall be repaired by the Contractor at no additional charge to the OWNER. Contractor shall be responsible for minor "touchups" to the finish on the tank even if the damage is caused by an "act of nature" or terrorism. Minor touch ups are defined as those which will result in a cost of less than 10% of the annual maintenance fee for that particular tank. In order for an event to be classified as terrorism, it must be officially ruled as an act of terrorism by the U.S. Department of Homeland Security (DHS). Vandalism shall not be considered an act of terrorism unless ruled so by DHS.

Response to repair calls made by the OWNER to the Contractor shall be within 5 business days unless the OWNER specifies that the call is an emergency in which case the Contractor shall respond and remedy the situation within 24 hours. An item will be considered an EMERGENCY if it involves leaking water or meets the requirements of a Critical item as defined in Paragraph 3.a above.

Removal of graffiti on a tank shall not be considered an EMERGENCY unless the graffiti is considered to be vulgar or insensitive. The OWNER shall be the sole authority on determining if an item is considered an emergency.

- d. The Contractor shall be responsible for making all repairs to the tank and appurtenances and shall provide all tools, equipment, and material to make such repairs. These repairs include but are not limited to steel replacement, steel parts, expansion joints, water level indicators, manhole covers/gaskets, and any other component part of the tank or appurtenance.
- e. Failure by the Contractor to respond as required in the above paragraphs shall result in liquidated damages in the amount of \$100/day for each day or portion of a day of the delay. In the case that the Contractor fails to respond to a service call determined by the OWNER to be an "Emergency" as defined in paragraph 3.c above, the OWNER reserves the right to undertake the repairs by its in-house forces or by separate contract. In this case, the Contractor shall reimburse the OWNER the full cost of repairs plus 15%. In the case of a water leak, the OWNER reserves the right to charge the Contractor for water loss in case of failure to respond within time frames set. Water loss shall be charged based on a reasonable estimate made by the OWNER for the lost water and shall be billed at the Residential rate schedule in effect at the time of the loss.

4. TANK REHABILITATION AND PAINTING:

- a. CONTRACTOR shall annually inspect and service the interior and exterior of the Tanks so as to ensure each Tank is in sound, watertight condition. Following each annual inspection, CONTRACTOR shall furnish to Owner a detailed report.
- b. As shown in the attached schedule and following the execution of this agreement, CONTRACTOR shall completely drain and clean the Tanks to remove all mud, silt, and other accumulations that may be harmful to the Tank or the Tank's contents. Following this cleaning, CONTRACTOR shall thoroughly inspect the interior of the Tank and disinfect the interior prior to returning the Tank to service.
- c. CONTRACTOR shall furnish all specialized services, included but not limited to engineering, maintenance, and inspection services, needed to carry out any and all repairs to the Tanks needed during the term of this agreement.
- d. CONTRACTOR shall clean or repaint the interior and/or exterior of the Tanks at such time as complete repainting is needed. The interior of each Tank shall be repainted at such time, as determined by CONTRACTOR, based on the thickness of

the existing liner and its protective condition. The exterior of each Tank shall be repainted at such time, as determined by the City, based on the appearance and protective condition of the existing paint. All logos will be replaced by the Contractor to meet the City's requirements.

- e. When CONTRACTOR paints either the interior or exterior of any Tank, CONTRACTOR shall use all products and procedures that meet or exceed the requirements of the Mississippi Department of Environmental Quality, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection. CONTRACTOR shall select the type and brand of paint that best suits the specific site conditions. Contractor shall be responsible to provide a shroud to prevent any overspray. The City will not be held liable for any overspray during the repainting of any and all tanks.
- f. When interior renovation is needed, CONTRACTOR shall use only material approved for use in potable water tanks.
- g. CONTRACTOR shall install a lock on the roof hatch of each Tank to prevent any unauthorized entry to the Tanks. Keys to the Tanks shall be retained by the City.
- h. CONTRACTOR shall provide emergency services to handle any problems with the Tanks that arise from or are related to CONTRACTOR's inspection, maintenance and repair of the Tanks.
- i. CONTRACTOR shall furnish current certificates of insurance upon request and be responsible for any permits needed.

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

ORDER NUMBER 039-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to submit a grant application to the Mississippi Department of Archives and History (MDAH) for a Certified Local Government (CLG) Grant for the category of Publications/Marketing.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: February 11, 2014
Subject: Submission of a Grant Application to the MS Dept. of Archives and History for 2014 Certified Local Government Grant funding- Publications/Marketing Category

REQUEST:

The Economic Development and Planning Department requests City Council authorization to submit a grant application to the Mississippi Department of Archives and History (MDAH) for a Certified Local Government (CLG) Grant for the category of Publications/Marketing.

BACKGROUND:

The Certified Local Government Program is a federal-state-local partnership that promotes historic preservation at the grassroots level and helps communities deal with preservation needs. CLG communities are eligible for annual matching grants to undertake preservation projects of importance to the community. Certified Local Government grant requests typically range from \$1,000 to \$10,000 and require a local match of at least 50%. The local match can be from cash and/or in-kind contributions. Certified Local Government Grants are reimbursement grants; no funds will be released until the project is complete, and all grant materials and financial reports have been submitted to MDAH.

DISCUSSION:

The Economic Development and Planning Department submitted a Notice of Intent to Apply for this grant funding early in November 2013. On November 20, 2013, the City was notified that MDAH has authorized the City to submit a full grant application for signage and brochures/maps of Gautier's historic resources. The Economic Development and Planning Department recommends submitting an application for up to \$10,000 for the design and professional printing of the Historic Preservation Commission's historic sites brochure/map and for additional historic area signage. It is anticipated that the required match (up to \$10,000) can be obtained from one or more local businesses or civic groups. The project must be completed by August 1, 2015. The current brochure has 29 historic sites including antebellum homes, Indian Mounds, cemeteries, churches, and schools. Many visitors use these brochures/maps for self-guided tours.

RECOMMENDATION:

The Economic Development and Planning Department staff recommends that City Council authorize submission of a CLG grant application to MDAH by the February 28, 2014 deadline. City Council may:

1. authorize submission of a CLG Grant application to MDAH as outlined above; or
2. authorize submission of a CLG Grant application to MDAH with changes; or
3. disapprove submission of a CLG Grant to MDAH for this round of funding.

ATTACHMENT(S):

MDAH e-mail notification authorizing full grant application submittal

From: Chandra Nicholson [mailto:cnicholson@gautier-ms.gov]
Sent: Wednesday, November 20, 2013 8:51 AM
To: Patty Huffman
Subject: FW: FY 2014 CLG Grants

From: CLG CLG [mailto:clg@mdah.state.ms.us]
Sent: Wednesday, November 20, 2013 8:25 AM
To: cnicholson@gautier-ms.gov
Subject: FY 2014 CLG Grants

Chandra,

Thank you for submitting an NOI for FFY 2014 CLG Grant Projects. We received 38 NOIs totaling over \$160,000 in funding requests.

MDAH is interested in seeing a grant application for signage for and brochures/maps of Gautier's historic resources. In your application, please break-down costs between what is design/research and production. Furthermore, I think that it would be helpful to separate the signage project from the brochure project. The signage application will need to be rather specific about where the signs will be placed and cost per sign. The brochure project should separate development from production (design from printing.)

The CLG FY 2014 Grant Manual is attached. Grant applications are due on Friday, February 28, 2014. Digital copies will not be accepted. Grant applications must be delivered in person to the Capers Building at 100 South State Street or via US Post Office to PO Box 571, Jackson, MS 39205.

Although the Grant Manual gives Jackson office information, should you have any questions about the grant application process, please contact me via email or phone. My information is below.

Michelle Weaver Jones
Historic Preservation Division
Northern Field Office
MS Department of Archives and History
PO Box AQ
Mississippi State, MS 39759
662.325.2520

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

ORDER NUMBER 040-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Replacement Memorandum of Understanding (MOU) with the Mississippi Department of Transportation (MDOT) for the Safe Routes to School grant funded project SRSP-0494-00(010)LPA/106702-401000 for the College Park Elementary School area is hereby approved.

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

Motion was made by **Councilman Guillotte**, 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 February 18, 2014.

unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(Remainder of Page Intentionally Blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Gautier

Samantha Abell, City Manager

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

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

ORDER NUMBER 041-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to research and submit grant applications for an archery facility/multi-purpose center to be located at the new Town Green.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants and Projects Manager
Through: Chandra Nicholson, Director of Economic Development and Planning
Date: February 11, 2014
Subject: Approval of Grant Research for an Archery Facility/Multi-Purpose Center

REQUEST:

The Economic Development and Planning Department requests City Council authorization to research and submit grant applications for an archery facility/multi-purpose center to be located at the new Town Green.

BACKGROUND:

Due to the popularity of archery among both youths and adults, many Parks and Recreation agencies have built archery parks or indoor facilities.

DISCUSSION:

City staff members have received positive input from the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) regarding grant opportunities for archery facilities such as the Easton Foundation's Facility Grant. According to MDWFP, there are approximately 73 schools in the local area that have archery programs. City staff members are in the process of researching information needed for a March 1, 2014 grant application to the Easton Foundation. Other grant funding may also be available.

RECOMMENDATION:

The Economic Development and Planning Department staff recommends that City Council authorize City staff members to research and pursue grant opportunities for a combination archery facility and multi-purpose center. City Council support of this initiative is one of the grant requirements.

City Council may:

1. authorize the research and pursuit of grant opportunities as outlined above; or
2. disapprove the research and pursuit of grant opportunities for this project at this time.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 042-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of Water & Sewer Adjustments from July 2013 – September 2013 due to unknown usage is hereby approved.

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

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

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

Motion was made by **Councilman Guillotte**, 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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Darlene Brown, Utilities Customer Service Manager
Through: Chad Jordan, ClearWater Project Manager
Date: February 3, 2014
Subject: Water and Sewer Adjustments

REQUEST:

City Council authorization is requested to approve Water and Sewer Adjustments from July 2013 through September 2013 for unknown usage.

BACKGROUND:

The Utility Services Department has seen an increase in bills during the period of July 2013 and September 2013 and are unaware of the reason for the spike in usage.

DISCUSSION:

The primary goal is to adjust the Citizen accounts that had the increase and submit proper paperwork for adjustments.

RECOMMENDATION:

City staff recommends that City Council approve the adjustments on water and sewer charges.

ATTACHMENT(S):

Water and Sewer Adjustment Spreadsheet

READ DATE IS MONTH PRIOR	ADJUSTMENTS FOR UNKNOWN USAGE				TOTAL WITH			TOTAL WITH WATER	
	ADDRESS	WATER	SEWAGE	PAID	LATE FEES	SEWER & LATE FEE	SEWER & LATE FEE	SEWER & LATE FEE	SEWER & LATE FEE
August	8604 SUNDANCE	\$	238.88	\$	273.50	YES			
Sept	5609 DEAD RIVER	\$	31.87	\$	36.49	NO		\$	273.50
August	8123 FAIRWAY VILLA	\$	54.23	\$	62.09	YES		\$	111.49
August	8121 FAIRWAY VILLA	\$	44.30	\$	50.72	YES		\$	62.09
August	7300 PINEVIEW	\$	22.36	\$	25.60	YES		\$	50.72
Sept	1460 RUE DE COURMON	\$	105.98	\$	121.34	NO		\$	25.60
Sept	5526 DEAD RIVER	\$	210.31	\$	240.79	NO		\$	221.34
August	2400 WEST PARK	\$	116.33	\$	133.19	YES		\$	315.79
August	3708 BONITA	\$	39.75	\$	45.51	YES		\$	133.19
Sept	2513 AVENIDO DEL PINA	\$	90.25	\$	103.33	NO		\$	45.51
Sept	2724 CALLE HERMOSA	\$	64.17	\$	73.47	NO		\$	103.33
Sept	2530 AVENIDO DEL PINA	\$	140.35	\$	160.59	NO		\$	148.47
Sept	2612 CALLE HERMOSA	\$	45.12	\$	51.66	NO		\$	235.59
Sept	2525 AVENIDO DEL PINA	\$	181.33	\$	207.61	NO		\$	76.66
Sept	2131 SHADOWWOOD	\$	40.58	\$	46.46	YES		\$	282.61
July	2009 BARRACUDA	\$	34.36	\$	39.34	NO		\$	46.46
Sept	2518 EL VIERNES	\$	25.25	\$	28.91	YES		\$	46.46
Sept	2301 CALLE DE SOTA	\$	74.52	\$	85.32	YES		\$	64.34
August	2600 CALLE DE FELIZ	\$	19.45	\$	22.27	YES		\$	28.91
Sept	2601 CALLE DE FELIZ	\$	113.03	\$	129.41	YES		\$	110.32
August	2519 CALLE DE FELIZ	\$	45.12	\$	51.66	YES		\$	22.27
Sept	2313 CALLE DESOTO	\$	66.65	\$	76.31	YES		\$	204.41
Sept	1901 LADNIER	\$	48.39	\$	50.30	YES		\$	76.66
Sept	2201 CALLE DE ARENA	\$	69.14	\$	79.16	YES		\$	126.31
Sept	2507 SAN JACINTO	\$	62.10	\$	71.10	NO		\$	50.30
Sept	1617 OLD SPANISH	\$	29.38	\$	28.91	YES		\$	79.16
July	2428 SOUTHERN	\$	34.37	\$	39.35	YES		\$	146.10
July	2109 WEBB	\$	39.75	\$	45.51	NO		\$	28.91
July	1701 PAT	\$	24.01	\$	27.49	YES		\$	39.35
July	2000 TULANE	\$	21.11	\$	24.17	NO		\$	145.51
July	2644 SOUTHERN	\$	40.16	\$	45.98	YES		\$	77.49
July	2005 WEBB	\$	35.19	\$	40.29	YES		\$	24.17
August	1905 UNIVERSITY	\$	85.29	\$	97.65	NO		\$	45.98
July	1804 MARY ANN	\$	143.66	\$	164.48	YES		\$	40.29
Sept	2017 MARTIN BLUFF	\$	314.96	\$	337.01	YES		\$	40.29
	TOTAL	\$	2,751.70	\$	3,116.97			\$	172.65
		\$		\$				\$	172.65
		\$		\$				\$	189.48
		\$		\$				\$	189.48
		\$		\$				\$	337.01
		\$		\$				\$	337.01
		\$		\$				\$	651.97
		\$		\$				\$	651.97
		\$		\$				\$	6,893.67

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

ORDER NUMBER 043-2014

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

Docket of Claims
Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
001	ENTERPRISE FUND	140601	02/18/2014	12/18/2013		424,597.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-000-104	TR CWS VEHICLE FUNDS	12182013	12/18/2013		424,597.00	
001	INFORMATION TECHNOLOGY SERVICE	140952	02/18/2014	02/05/2014		224.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-100-640	JAN 2014	5224714	01/31/2014		224.00	
001	PASCAGOULA UTILITIES	140953	02/18/2014	02/05/2014		488.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN	1533003	01/29/2014		183.66	
	001-161-630	SOUTH FIRE STN	1533182	01/29/2014		304.77	
001	TEC	140955	02/18/2014	02/05/2014		45.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE	764062	02/01/2014		45.68	
001	AUTO TRUCK AND TRAILER PARTS INC	140956	02/18/2014	02/05/2014		254.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-100-570	SPEED SENSOR #15606	239471	01/09/2014		99.76	
	001-100-570	BATTERY	239484	01/10/2014		97.51	
	001-100-570	MINERAL SPIRITS	239602	01/15/2014		57.48	
001	BELL AUTO PARTS, INC.	140960	02/18/2014	02/06/2014		476.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-170-639	BATTERY	D054083	01/08/2014		97.95	
	001-100-570	FRONT BRAKE PAD,ROTOR(2)	D054086	01/09/2014		97.75	
	001-100-570	FRONT BRAKE PADS(2)	D054096	01/15/2014		55.50	
	001-170-639	KEYED LOCKS(7)	40127	01/17/2014		87.50	
	001-170-639	KEYED LOCKS(5)	40128	01/27/2014		62.50	
	001-100-570	MARKING PAINT(12)	40129	01/27/2014		75.00	
001	HOLIDAY INN EXPRESS	140961	02/18/2014	02/07/2014		249.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-100-681	03/24-27/13:THIBODEAUX, B	62542489	01/23/2014		249.00	
001	BECKY THIBODEAUX	140962	02/18/2014	02/07/2014		164.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM: TRAINING SEMINAR	03242013	02/07/2014		164.00	
001	CABLE ONE	140963	02/18/2014	02/07/2014		99.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2014: 23421-102609-01-5	02052014	01/29/2014		99.95	
001	CREDIT CARD CENTER	140966	02/18/2014	02/07/2014		1,840.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-040-500	ADOBE ACROBAT FEE	325106	01/06/2014		16.04	
	001-090-682	MEDC DUES:NICHOLSON, C	637133	01/06/2014		189.55	
	001-090-681	2014 MEDC CONF:NICHOLSON, C	352028	01/06/2014		305.00	
	001-090-681	DALE CARNEGIE TRNG: YOUNG, K	446430	01/08/2014		199.00	

Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	140966	02/18/2014	02/07/2014			1,840.78	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-681	PRIN OF CAD:ATKINSON, M	234506	01/08/2014			431.00	
	001-021-681	MML CONFERENCE: ABELL, S	000578	01/14/2014			135.00	
	001-001-681	MML CONF: CITY COUNCIL (3)	000560	01/14/2014			405.00	
	001-100-559	POLICE WALL LAMP	595036	01/22/2014			95.99	
	001-090-559	AD BUILDING DESIGN	058086	01/27/2014			32.10	
	001-090-559	AD INFRASTRUCTURE DESIGN	058185	01/27/2014			32.10	
001	C SPIRE WIRELESS	140967	02/18/2014	02/07/2014			1,166.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-021-605	CITY MGR CELL PHONES	0030759348	01/31/2014			123.98	
	001-022-605	HR CELL PHONES	0030759348	01/31/2014			123.98	
	001-040-605	CITY CLERK CELL PHONES	0030759348	01/31/2014			227.38	
	001-090-605	ECON DEV CELL PHONES	0030759348	01/31/2014			341.79	
	001-100-605	POLICE CELL PHONE	0030759348	01/31/2014			-32.85	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	01/31/2014			265.58	
	001-170-605	RECREATION CELL PHONES	0030759348	01/31/2014			89.89	
	001-205-605	MAINT CELL PHONES	0030759348	01/31/2014			26.89	
001	MS DEPT OF FINANCE & ADMIN	140971	02/18/2014	02/07/2014			27,561.45	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	JAN 2014 COURT ASSESSMENTS	01312014	02/05/2014			27,561.45	
001	MS DEPT OF PUBLIC SAFETY	140972	02/18/2014	02/07/2014			194.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-300	JAN 2014 SPECIAL ASSESSMENTS	01312014	02/05/2014			194.00	
001	FIRST INSURANCE FUNDING CORP	140973	02/18/2014	02/07/2014			16,377.32	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-625	FEB 2014 LIABILITY	02282014	02/12/2014			16,377.32	
001	IBM CORPORATION	140974	02/18/2014	02/07/2014			816.40	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-730	AS400 PWT MAR 2014	14324FL	02/01/2014			816.40	
001	JACKSON COUNTY ADULT DETENTION CENTER	140975	02/18/2014	02/07/2014			14,882.76	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-696	JAN 2014 ADC CHGS	01312014	02/05/2014			14,665.00	
	001-010-696	PHARMACY CHARGES	01312014	02/05/2014			217.76	
001	REDD PEST CONTROL OF GULFPORT, INC.	140977	02/18/2014	02/07/2014			115.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	SR BLDG-TERMITE WARRANTY	TCRWL	02/18/2014			115.00	
001	SECURE NETWORKS LLC	140978	02/18/2014	02/07/2014			2,280.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	MAR 2014 NETWORK SERVICES	1954	01/14/2014			2,280.00	
001	RJ YOUNG	140979	02/18/2014	02/07/2014			14,013.41	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	C6501 MAINT CONTRACT	INV228802	01/31/2014			8,479.00	
	001-092-698	ANNUAL OVERAGES	INV228802	01/31/2014			5,534.41	

Docket of Claims
Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	140981	02/18/2014	02/07/2014	Invoice #	Date	P.O.	
	Account Number	Description	Invoice #	Date	P.O.			
	001-170-631	BACOT PARK 10137	01162014	01/27/2014			1,108.74	1,108.74
001	SYSCON INC	140982	02/18/2014	02/07/2014	Invoice #	Date	P.O.	
	Account Number	Description	Invoice #	Date	P.O.			
	001-010-698	FEB 2014 COURT SUPPORT	1-24229	02/03/2014			1,475.00	1,475.00
001	USM/TRENT LOTT NATIONAL CENTER	140988	02/18/2014	02/07/2014	Invoice #	Date	P.O.	
	Account Number	Description	Invoice #	Date	P.O.			
	001-001-681	BASIC COMM ECO DEV:MARTIN	123	01/24/2014			30.00	30.00
	001-001-681	BASIC COMM ECO DEV:GOLLOTT	123	01/24/2014			30.00	30.00
	001-001-681	BASIC COMM ECO DEV:ANDERSON	123	01/24/2014			30.00	30.00
001	STAPLES CREDIT PLAN	140989	02/18/2014	02/07/2014	Invoice #	Date	P.O.	
	Account Number	Description	Invoice #	Date	P.O.			
	001-090-559	TAPES,CORRECTION TAPE,PENS	14319	12/17/2013			37.75	37.75
	001-040-500	STENO BKS,POST ITS,TAPE	14320	12/17/2013			49.95	49.95
	001-090-559	HP 701 FAX CARTRIDGES	15595	12/30/2013			75.98	75.98
001	LOWE'S HOME CENTER'S, INC.	140997	02/18/2014	02/10/2014	Invoice #	Date	P.O.	
	Account Number	Description	Invoice #	Date	P.O.			
	001-201-576	STEEL REBAR(8), LUMBER	902417	12/27/2013			42.30	42.30
	001-170-559	WELDING STICK(2), SAW BLADE(2)	902039	12/31/2013			45.75	45.75
	001-170-559	TAPE,INSULATION(2)	902288	01/02/2014			24.61	24.61
	001-205-559	GLOVES	902932	01/06/2014			15.18	15.18
	001-040-559	CERAMIC HEATER	902961	01/06/2014			23.73	23.73
	001-201-576	RARE FIBERS,SHOVEL(2)	913120	01/06/2014			28.44	28.44
	001-205-559	REPAIR SHOP WATER PIPE	902066	01/07/2014			6.01	6.01
	001-170-559	SCHLAGE KEY(2),Kwikset KEY(2)	908777	01/07/2014			7.12	7.12
	001-201-576	CATCH BASIN:RACHEL LANE	902181	01/08/2014			25.21	25.21
	001-170-559	CIRCUIT BREAKER(8)	913941	01/08/2014			26.48	26.48
	001-201-559	PVC FITTING	903965	01/14/2014			2.26	2.26
	001-201-559	PLASTIC SHEET,SCREWS	902147	01/14/2014			5.06	5.06
	001-201-559	GALV & ANCHOR SHACKLE	902031	01/14/2014			6.77	6.77
	001-201-559	PVC CONDUIT(10)	903962	01/14/2014			40.60	40.60
	001-201-576	CONCRETE MIX	902364	01/16/2014			13.80	13.80
	001-170-559	PADLOCK(2), LUMBER(9)	902373	01/16/2014			51.30	51.30
	001-170-559	CLOROX WIPES,PADLOCK(4)	913342	01/21/2014			11.53	11.53
	001-201-559	NYLON ROPE(2)	902145	01/21/2014			17.06	17.06
	001-161-559	ELECTRIC BLOWER	913337	01/21/2014			40.83	40.83
	001-170-559	300 FT LANDSCAPE,CEMENT	902268	01/22/2014			18.46	18.46
	001-170-559	300 FT LANDSCAPE(3), PINS(2)	919899	01/21/2014			92.18	92.18
	001-205-559	HD & WOOD SCREWS	902349	01/22/2014			29.64	29.64
	001-201-559	4PC TOOL SET,PLIERS(2)	902382	01/22/2014			58.84	58.84
	001-170-559	54IN STEEL FORK	920323	01/23/2014			33.23	33.23

GLAMCUM7 02/13/2014 09:12 ACCOUNTING CURRENT YEAR											PAGE
Docket of Claims											
Release date from 02/18/2014 thru 02/18/2014											
Pund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved			
0001	BANCORPSOUTH INSURANCE SERVS INC	140998	02/18/2014	02/10/2014	Invoice #	Date	F.O.	Amount	150.00		
	Account Number	001-092-625	PUBLIC OFFICIAL BOND:ABELL,S		22893	02/06/2014		Amount	150.00		
0001	FEDERAL EXPRESS	140999	02/18/2014	02/10/2014	Invoice #	Date	P.O.	Amount	20.11		
	Account Number	001-090-607	OVERNIGHT SHIPPING		254933605	02/05/2014		Amount	20.11		
0001	CABLE ONE	141000	02/18/2014	02/10/2014	Invoice #	Date	P.O.	Amount	195.50		
	Account Number	001-100-699	FEB 2014 23421-102608-02-6		02112014	02/03/2014		Amount	195.50		
0001	STEINER SAW & MOWER	141001	02/18/2014	02/11/2014	Invoice #	Date	P.O.	Amount	140.00		
	Account Number	001-170-639	CYCLE OIL		542789	01/23/2014		Amount	60.00		
	Account Number	001-170-639	14" BAR, CHAINS(3)		542792	01/27/2014		Amount	80.00		
0001	DELTA SANITATION OF MS, LLC	141002	02/18/2014	02/11/2014	Invoice #	Date	P.O.	Amount	175.00		
	Account Number	001-170-698	FRAZIER PORT Q LET		376569	01/31/2014		Amount	175.00		
0001	O'REILLY AUTO PARTS	141005	02/18/2014	02/11/2014	Invoice #	Date	F.O.	Amount	2,292.49		
	Account Number	001-100-570	OIL PRESSURE SWITCH		1978321039	01/07/2014		Amount	11.65		
	Account Number	001-100-570	ALTERNATOR:BLACK NISSAN		1978321081	01/07/2014		Amount	130.33		
	Account Number	001-100-570	BALL JOINT:#120		1978321113	01/08/2014		Amount	55.24		
	Account Number	001-170-638	ABSORBER,MICRO CLOTH,CARWASH		1978321150	01/08/2014		Amount	23.97		
	Account Number	001-170-559	HEATER		1978321179	01/08/2014		Amount	304.99		
	Account Number	001-100-570	WIPER BLADES(2)		1978321270	01/09/2014		Amount	43.88		
	Account Number	001-100-570	THERMOSTAT,PLUG(8),FASTENER(2)		1978321324	01/10/2014		Amount	33.33		
	Account Number	001-170-639	RACK AND PIN		1978321406	01/10/2014		Amount	468.55		
	Account Number	001-100-570	HEAD LIGHT SWITCH		1978321854	01/15/2014		Amount	55.99		
	Account Number	001-170-638	BATTERY:#A69832		1978321972	01/16/2014		Amount	85.04		
	Account Number	001-170-639	1QT TRANS FLUID(4),W.BLADES(2)		1978321987	01/16/2014		Amount	38.67		
	Account Number	001-100-570	BATTERY:BLACK CHARGER		1978321998	01/16/2014		Amount	99.99		
	Account Number	001-170-638	OIL(3),FILTER,BATTERY		1978322003	01/16/2014		Amount	77.59		
	Account Number	001-090-638	BRAKE HOSE		1978322454	01/21/2014		Amount	40.80		
	Account Number	001-170-639	FIX-A-FLAT(2)		1978322526	01/22/2014		Amount	13.98		
	Account Number	001-090-638	BRAKE HOSE,FILTER,OIL:#19414		1978322527	01/22/2014		Amount	70.90		
	Account Number	001-090-638	CREDIT RTN: BRAKE HOSE		1978322528	01/22/2014		Amount	-40.80		
	Account Number	001-170-559	GLOVES(4)		1978322627	01/23/2014		Amount	61.96		
	Account Number	001-170-638	BATTERY:POLARIS		1978322628	01/23/2014		Amount	82.55		
	Account Number	001-170-638	BATTERY:R-39		1978322630	01/23/2014		Amount	94.88		
	Account Number	001-170-638	BATTERY:R-39		1978322631	01/23/2014		Amount	94.88		
	Account Number	001-205-638	ANTIFREZ(2),FILTER(3),HOSE(2)		1978322635	01/23/2014		Amount	254.19		
	Account Number	001-170-639	V-BELT,ANTIFREZ(2)		1978322643	01/23/2014		Amount	34.61		
	Account Number	001-170-638	FILTER(3),BRAKE SHOE,OIL(3)		1978322657	01/23/2014		Amount	91.79		
	Account Number	001-170-638	WHEEL CYLINDER(2):R-39		1978322676	01/23/2014		Amount	19.66		
	Account Number	001-161-638	AIR HOSE		1978322729	01/24/2014		Amount	9.59		
	Account Number	001-161-638	ANTIFREZ(4)		1978323152	01/26/2014		Amount	19.96		

Docket of Claims

Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	141005	02/18/2014	02/11/2014		2,292.49	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-161-638	WIPER BLADES(2)	1978323153	01/28/2014		12.22	
001	G&K SERVICES INC	141007	02/18/2014	02/11/2014		206.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE	1033452463	01/06/2014		51.51	
	001-205-535	MAINTENANCE	1033454609	01/13/2014		51.51	
	001-205-535	MAINTENANCE	1033456734	01/20/2014		51.51	
	001-205-535	MAINTENANCE	1033458880	01/27/2014		51.51	
001	FUELMAN OF MS	141009	02/18/2014	02/11/2014		3,634.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL	NP40381986	02/03/2014		68.66	
	001-092-525	UNL FUEL	NP40381986	02/03/2014		87.51	
	001-100-525	UNL FUEL	NP40381986	02/03/2014		3,072.29	
	001-161-525	UNL & DSL FUEL	NP40381986	02/03/2014		270.46	
	001-205-525	UNL & DSL FUEL	NP40381986	02/03/2014		135.27	
001	FUELMAN OF MS	141012	02/18/2014	02/11/2014		3,559.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL	NP40450238	02/10/2014		170.04	
	001-092-525	UNL FUEL	NP40450238	02/10/2014		163.80	
	001-100-525	UNL FUEL	NP40450238	02/10/2014		2,807.71	
	001-161-525	UNL & DSL FUEL	NP40450238	02/10/2014		167.78	
	001-170-525	UNL & DSL FUEL	NP40450238	02/10/2014		159.91	
	001-205-525	DSL FUEL	NP40450238	02/10/2014		90.54	
001	MALLETTE BROTHERS CONSTRUCTION, INC	141020	02/18/2014	02/11/2014		1,548.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-201-576	14.30 TN RAP FOB	17297	02/05/2014		486.20	
	001-201-576	28.11 TN FILL SAND FOB	17297	02/05/2014		421.65	
	001-201-576	8.59 TN A-BASE LIMESTONE FOB	17297	02/05/2014		257.70	
	001-201-576	5.10 TN ASPHALT FOB	17297	02/05/2014		382.50	
001	LLOYD B MARSHALL, JR., CPA	141021	02/18/2014	02/12/2014		886.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-092-600	FINAL PMT FY 2012	FINAL	02/12/2014		200.00	
	001-092-600	CDL LOAN CXL WORK	02122014	02/12/2014		686.25	
001	ROPER SUPPLY	141041	02/18/2014	02/12/2014		4,480.37	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-100-799	2-48 LED LIGHTBAR	44617	11/22/2013	140057	2,330.92	
	001-100-799	2-SLID CTR PART (CAGE)	44617	11/22/2013	140057	963.90	
	001-100-799	2-LOWER EXT PANEL (CAGE)	44617	11/22/2013	140057	110.00	
	001-100-799	3-ALUMINUM PUSH BUMPER	44617	11/22/2013	140057	748.65	
	001-100-799	2-STEEL WINDOW BAR (CAR)	44617	11/22/2013	140057	326.90	
001	SOUTH MISSISSIPPI BUSINESS MACHINES, INC	141042	02/18/2014	02/12/2014		124.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-100-639	REPL DRUM FAX MACHINE	AR223159	02/05/2014	140347	124.00	

Docket of Claims
Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans Release #	Claim Date	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRIM DESIGN OF SOUTH MS INC	141043	02/18/2014	02/13/2014	200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-201-559	WORK IN PROGRESS SIGN (2)	1171	02/03/2014	140376	200.00
001	GULF STATES DISTRIBUTORS, INC.	141044	02/18/2014	02/12/2014	1,436.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-100-559	SPEER 40CAL 16GR GDHP	1185493-IN	02/07/2014	140056	1,436.00
001	GULF COAST BUSINESS SUPPLY CO.	141045	02/18/2014	02/12/2014	20.13	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-161-500	TOP 32401 FILE JACKETS	82470	02/07/2014	140386	20.13
001	LAWRENCE PRINTING COMPANY, INC.	141046	02/18/2014	02/12/2014	97.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-040-500	MINUTE BOOK #20	70341	02/04/2014	140138	85.00
	001-040-500	SHIPPING	70341	02/04/2014	140138	12.33
001	CUSTOM PRODUCTS CORPORATION	141047	02/18/2014	02/12/2014	876.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-201-576	24 - STREET NAME SIGN	247213	02/07/2014	140342	699.84
	001-201-576	6 - 18X24 SPEED LIMIT SIGN	247213	02/07/2014	140342	143.04
	001-201-576	SHIPPING	247213	02/07/2014	140342	33.60
001	ZEP MANUFACTURING COMPANY	141051	02/18/2014	02/12/2014	101.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-161-638	ZEP-O-SHINE	9000693111	12/20/2013	140250	267.95
	001-161-638	SHIPPING	9000693111	12/20/2013	140250	37.50
	001-161-638	ZEP-O-SHINE	8000026024	01/27/2014	140250	-178.64
	001-161-638	SHIPPING	8000026024	01/27/2014	140250	-25.00
001	PASCAGOULA TIRE & SERVICE	141053	02/18/2014	02/12/2014	477.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-100-638	4 FS FIREBANK GTZ UH106	57244	01/27/2014	140308	477.28
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	141055	02/18/2014	02/12/2014	623.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-040-500	SHARPIE FINE FT BLUE DZ	3221013075	01/25/2014	140343	16.35
	001-040-500	SHARPIE FINE FT BLACK DZ	3221013075	01/25/2014	140343	16.35
	001-040-500	HP 940 YELLOW INK CART	3221013075	01/25/2014	140343	39.98
	001-040-500	HP 940 MAGENTA INK CART	3221013075	01/25/2014	140343	19.99
	001-040-500	HP 940 BLACK INK CART	3221013075	01/25/2014	140343	25.99
	001-040-500	DAB 'N SEAL ENV SEALER	3221013075	01/25/2014	140343	11.94
	001-040-500	SPLS PAPER LEGAL (CASE)	3221013075	01/25/2014	140343	383.20
	001-040-500	SPLS COLOR PAPER (REAM)	3221013075	01/25/2014	140343	109.90
001	MEDWORKS OCCUPATIONAL CLINIC	141057	02/18/2014	02/12/2014	75.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount
	001-100-604	PER-EMP PHYSICAL:MEAKER,S	7603	02/03/2014	140336	50.00
	001-100-604	DRUG SCREEN:MEAKER,S	7603	02/03/2014	140336	25.00

Docket of Claims:
Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CLAY'S PRINT SHOP	141060	02/18/2014	02/12/2014			575.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	DECALS/GRAPHICS:NEW CHARGERS	12553	01/31/2014	140339	500.00		
	001-100-639	TRIP FEE (ONSITE)	12553	01/31/2014	140339	75.00		
001	ROUNDTREE CHRYSLER DODGE JEEP RAM	141061	02/18/2014	02/12/2014			188,019.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-740	2014 DODGE CHARGER	26944	01/27/2014	140055	27,177.00		
	001-100-740	2014 DODGE CHARGER	26938	01/27/2014		27,177.00		
	001-100-740	2014 DODGE CHARGER	26939	01/27/2014		27,177.00		
	001-100-740	2014 DODGE CHARGER	26943	01/27/2014		27,177.00		
	001-100-740	2014 DODGE CHARGER	26894	01/24/2014		26,437.00		
	001-100-740	2014 DODGE CHARGER	26895	01/24/2014		26,437.00		
	001-100-740	2014 DODGE CHARGER	26893	01/24/2014		26,437.00		
001	BLUELINE RENTAL	141062	02/18/2014	02/12/2014			423.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	BOOM LIFT 1 DAY	768156001	02/06/2014	140374	200.00		
	001-170-559	DELIVERY/PICKUP	768156001	02/06/2014	140374	150.00		
	001-170-559	DIESEL	768156001	02/06/2014	140374	45.60		
	001-170-559	DAMAGE WAIVER	768156001	02/06/2014	140374	28.00		
001	THARPE CONSULTING	141063	02/18/2014	02/12/2014			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	CSA INVESTIGATION:THIBODEAUX	03252014	02/11/2014	140381	300.00		
001	COAST FIREWORKS	141064	02/18/2014	02/12/2014			496.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-559	CC PROMO ITEMS:GMC PARADE	827205	02/08/2014	140389	496.00		
001	NATIONAL ANIMAL CONTROL ASSOCIATION	141065	02/18/2014	02/12/2014			525.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-681	NACA TRAINING: MALIS,A	02122014	02/12/2014	140396	525.00		
001	ALABAMA MEDIA GROUP	141066	02/18/2014	02/12/2014			42.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBLIC NOTICE	06061351	01/22/2014	140337	18.84		
	001-090-615	PUBLIC NOTICE	06061352	01/22/2014	140337	23.16		
FUND TOTAL	1 Claims	to	53 Total	721,052.70 Manual	Held	Total	721,052.70	

Docket of Claims
Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK BANK	140964	02/18/2014	02/07/2014			254,928.75	
		Description	Invoice #	Date	P.O.		Amount	
		BOND FRN GAUTIER210	03012014	01/06/2014			235,000.00	
		BOND INT GAUTIER210	03012014	01/06/2014			29,928.75	
FUND TOTAL	7 Claims	Checks	1 Total	254,928.75 Manual		Held	Total	254,928.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SECURE NETWORKS LLC	141054	02/18/2014	02/12/2014			1,355.00	
	Account Number 157-100-799	Description	Invoice #	Date	P.O.	Amount		
		INSPIRON 17" NOTEBOOK	1980	02/07/2014	140387	1,355.00		
		Checks	1 Total	1,355.00 Manual	Held	Total	1,355.00	
	FUND TOTAL 157 Claims							

Docket of Claims
Release date from 02/18/2014 thru 02/18/2014.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AUTO TRUCK AND TRAILER PARTS INC	140957	02/18/2014	02/05/2014			14.34	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-559	CUT OFF WHEEL	239571	01/14/2014			14.34	
176	C SPIRE WIRELESS	140968	02/18/2014	02/07/2014			227.37	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-605	CELL PHONES	0030759348	01/31/2014			227.37	
176	RJ YOUNG	140980	02/18/2014	02/07/2014			1,765.18	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-639	C6000 MAINT CONTRACT	INV228919	01/31/2014			1,351.00	
	176-170-559	ANNUAL OVERAGES	INV228919	01/31/2014			414.18	
176	LOWE'S HOME CENTER'S, INC.	140992	02/18/2014	02/10/2014			344.92	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-559	LUMBER(8), SCREW(2), SAW BLADE	902053	01/07/2014			68.13	
	176-170-559	CIRCULAR SAW, GATE KIT, 6FT BAR	913544	01/07/2014			82.16	
	176-170-635	PLYWOOD SHEATHING(5)	902052	01/07/2014			90.10	
	176-170-559	ELECTRICAL OUTLET(2)	902506	01/10/2014			15.69	
	176-170-559	BOLT, SCREWS(19)	903950	01/13/2014			8.78	
	176-170-559	PLUMBING: SHEEPD BATH HOUSE	901728	01/16/2014			22.39	
	176-170-559	PROPANE CYLINDER(2), PINS(4)	913724	01/22/2014			37.26	
	176-170-559	TOILET SEAT	913742	01/02/2014			20.41	
176	FUELMAN OF MS	141010	02/18/2014	02/11/2014			82.21	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-525	UNL & DSL FUEL	NP40381986	02/03/2014			82.21	
176	FUELMAN OF MS	141013	02/18/2014	02/11/2014			144.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-525	UNL & DSL FUEL	NP40450238	02/10/2014			144.50	
176	SPORTABOUT	141059	02/18/2014	02/12/2014			647.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	176-170-559	MOTION FOOTBALL #NK709	1163	11/12/2013	140150		37.50	
	176-170-559	ENGRAVED PLATES	1163	11/12/2013	140150		18.00	
	176-170-559	CHEERLEADER ON BASE	1163	11/12/2013	140150		140.00	
	176-170-559	FOOTBALL PLAYER ON BASE	1163	11/12/2013	140150		297.50	
	176-170-559	RBSIN FOOTBALL RUNNER	1163	11/12/2013	140150		154.00	
FUND TOTAL	176 Claims	to	Checks	7 Total	3,235.52 Manual	Held	Total	3,235.52

Docket of Claims

Release date from 02/18/2014 thru 02/16/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Number	Amount	Approved/Disapproved
400	DPC ENTERPRISES, L.P.	140950	02/18/2014	02/05/2014			425.98	
	Account Number 400-651-580	Description CHLORINE 150# CYL	Invoice # 2120015214	Date 01/27/2014			Amount 425.98	
400	ACCESS 24 MISSISSIPPI, INC	140951	02/18/2014	02/05/2014			303.50	
	Account Number 400-650-698	Description SERVICE 01/29-02/2014	Invoice # 140100400	Date 01/29/2014			Amount 303.50	
400	CREDIT CARD CENTER	140965	02/18/2014	02/07/2014			626.31	
	Account Number 400-651-559	Description 32GB SURFACE TABLET	Invoice # 12312013	Date 01/02/2014			Amount 481.34	
	Account Number 400-651-559	Description TOUCH COVER & SLEEVE	Invoice # 12312013	Date 01/02/2014			Amount 119.98	
	Account Number 400-651-559	Description 16GB SDHC FLASH CARD	Invoice # 12312013	Date 01/02/2014			Amount 24.99	
400	C SPIRE WIRELESS	140969	02/18/2014	02/07/2014			262.93	
	Account Number 400-650-605	Description CELL PHONES	Invoice # 9030759348	Date 01/31/2014			Amount 262.93	
400	COMPANION PROPERTY & CASUALTY GROUP	140970	02/18/2014	02/07/2014			7,641.60	
	Account Number 400-650-625	Description COMMERCIAL PROPERTY	Invoice # 0003631775	Date 02/03/2014			Amount 7,641.60	
400	CLEARWATER SOLUTIONS LLC	140983	02/18/2014	02/07/2014			145,083.00	
	Account Number 400-650-672	Description JAN 2014 OPERATION FEE	Invoice # GAUTIER014	Date 02/01/2014			Amount 145,083.00	
400	COBURN'S	140984	02/18/2014	02/07/2014			62.26	
	Account Number 400-651-581	Description COLLAR LEAK CLAMP	Invoice # 606401900	Date 11/14/2013			Amount 62.26	
400	JACKSON COUNTY UTILITY AUTHORITY	140985	02/18/2014	02/07/2014			117,586.00	
	Account Number 400-651-668	Description FEB 2014 TREATMENT CHGS	Invoice # 34917	Date 02/03/2014			Amount 116,959.00	
	Account Number 400-651-668	Description FY 2013 ACTUAL FLOW ADJ	Invoice # 34917	Date 02/03/2014			Amount 627.00	
400	LOWE'S HOME CENTER'S, INC.	140996	02/18/2014	02/10/2014			44.75	
	Account Number 400-651-585	Description CONCRETE MIX	Invoice # 901593	Date 01/07/2014			Amount 3.46	
	Account Number 400-651-559	Description PVC FAUCET SUPPLY LINE	Invoice # 902238	Date 01/08/2014			Amount 4.73	
	Account Number 400-651-559	Description AA DURACELL BATTERIES(2)	Invoice # 901603	Date 01/08/2014			Amount 20.84	
	Account Number 400-651-581	Description PADLOCK KEY(4) ,KMINSET KEY(2)	Invoice # 903954	Date 01/13/2014			Amount 10.68	
	Account Number 400-651-559	Description BLANK KEY(2) ,KEY RING	Invoice # 902316	Date 01/22/2014			Amount 5.04	
400	WASTE MANAGEMENT OF MS-GULF COAST INC	141003	02/18/2014	02/11/2014			371.26	
	Account Number 400-651-583	Description ROLL OFF-TIMBERLANE	Invoice # 058588213	Date 02/01/2014			Amount 371.26	

Docket of Claims

Release date from 02/18/2014 thru 02/18/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	141004	02/18/2014	02/11/2014		93.23	
	Account Number 400-651-559	Description OIL(3), WIPER BLADES(4), FILTER	Invoice # 1978321210	Date 01/09/2014	P.O.	Amount 93.23	
400	G&K SERVICES INC	141008	02/18/2014	02/11/2014		27.32	
	Account Number 400-651-559	Description UNIFORMS	Invoice # 1033452463	Date 01/06/2014	P.O.	Amount 5.83	
	Account Number 400-651-559	Description UNIFORMS	Invoice # 1033454609	Date 01/13/2014	P.O.	Amount 6.83	
	Account Number 400-651-559	Description UNIFORMS	Invoice # 1033456734	Date 01/20/2014	P.O.	Amount 6.83	
	Account Number 400-651-559	Description UNIFORMS	Invoice # 1033458880	Date 01/27/2014	P.O.	Amount 6.83	
400	FUELMAN OF MS	141011	02/18/2014	02/11/2014		44.37	
	Account Number 400-651-525	Description UNL FUEL	Invoice # NP40381986	Date 02/03/2014	P.O.	Amount 44.37	
400	FUELMAN OF MS	141014	02/18/2014	02/11/2014		117.64	
	Account Number 400-651-525	Description UNL FUEL	Invoice # NP40450238	Date 02/10/2014	P.O.	Amount 117.64	
400	MALLETTE BROTHERS CONSTRUCTION, INC	141019	02/18/2014	02/11/2014		153.24	
	Account Number 400-651-585	Description 12.77 CY FILL SAND FOB	Invoice # 17297	Date 02/05/2014	P.O.	Amount 153.24	
400	CITY OF GAUTIER	141039	02/18/2014	02/12/2014		104,084.41	
	Account Number 400-000-104	Description JAN 2014 GARBAGE PMTS	Invoice # 01312014	Date 01/31/2014	P.O.	Amount 104,084.41	
400	MICRO METHODS, INC.	141049	02/18/2014	02/12/2014		104.00	
	Account Number 400-651-667	Description WATER SAMPLE TEST (2)	Invoice # 1402054186	Date 02/05/2014	P.O.	Amount 52.00	
	Account Number 400-651-667	Description WATER SAMPLE TEST (2)	Invoice # 1402090186	Date 02/07/2014	P.O.	Amount 52.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	141056	02/18/2014	02/12/2014		169.99	
	Account Number 400-651-559	Description TORRENT CHAIR	Invoice # 3222145065	Date 02/01/2014	P.O.	Amount 169.99	
400	COBURN'S	141058	02/18/2014	02/12/2014		363.12	
	Account Number 400-651-581	Description #4 METER LOCKS	Invoice # 506552618	Date 02/04/2014	P.O.	Amount 315.00	
	Account Number 400-651-581	Description BILGE PUMP	Invoice # 506552618	Date 02/04/2014	P.O.	Amount 48.12	
400	J H WRIGHT & ASSOCIATES, INC.	141067	02/18/2014	02/12/2014		850.00	
	Account Number 400-651-584	Description 2HP GRINDER PUMP/SEACREST IS	Invoice # 373456	Date 01/31/2014	P.O.	Amount 850.00	
FUND TOTAL 400 Claims		to	20 Total	378,414.91	Manual	Held	Total 378,414.91

Docket of Claims									
Release date from 02/18/2014 thru 02/18/2014									
Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Number	Amount	Approved/Disapproved	
404	APPLEWHITE IND	140954	02/18/2014	02/05/2014			36.00		
	Account Number								
	404-677-695								
	Description								
	JAN 2014 18 @ 2.00								
	Invoice #								
	1802								
	Date								
	01/31/2014								
	P.O.								
404	DELTA SANITATION OF MS, LLC	140959	02/18/2014	02/06/2014			81,876.65		
	Account Number								
	404-677-693								
	Description								
	JAN 2014 RES GARBAGE SER								
	7445								
	Date								
	01/31/2014								
	P.O.								
	JAN 2014 RES CART RENTAL								
	7445								
	Date								
	01/31/2014								
	P.O.								
	JAN 2014 COM CART RENTAL								
	7445								
	Date								
	01/31/2014								
	P.O.								
FUND TOTAL	404 Claims	to	Checks	2	Total	81,912.65	Manual	Held	Total 81,912.65

TLM GLMCLM17 02/13/2014 09:12 ACCOUNTING CURRENT YEAR

Docket of Claims									
Release date from 02/18/2014 thru 02/18/2014									
Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
414	SEYMOUR ENGINEERING, PLLC	140986	02/18/2014	02/07/2014			4,375.00		
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount		
	414-651-702	CONSTRUCTION OBSERVATION	4692		12/16/2013		2,500.00		
	414-651-702	CONSTRUCTION OBSERVATION	4739		02/05/2014		1,875.00		
414	HUDSON CONTRACTING INC	140987	02/18/2014	02/07/2014			44,868.04		
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount		
	414-651-702	PROGRESS PWT 85.28% COMP	4		01/20/2014		44,868.04		
FUND TOTAL 414	Claims	Checks	2	Total	49,243.04	Manual	Held	Total	49,243.04

Docket of Claims
Release date from 02/18/2014 thru 02/18/2014

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	53 Total	721,052.70 Manual	Held	Total	721,052.70
FUND 7 Claims	to	Checks	1 Total	254,928.75 Manual	Held	Total	254,928.75
FUND 130 Claims	to	Checks	3 Total	2,841.60 Manual	Held	Total	2,841.60
FUND 157 Claims	to	Checks	1 Total	1,355.00 Manual	Held	Total	1,355.00
FUND 160 Claims	to	Checks	1 Total	296.26 Manual	Held	Total	296.26
FUND 176 Claims	to	Checks	7 Total	3,225.52 Manual	Held	Total	3,225.52
FUND 400 Claims	to	Checks	20 Total	378,414.91 Manual	Held	Total	378,414.91
FUND 404 Claims	to	Checks	2 Total	81,912.65 Manual	Held	Total	81,912.65
FUND 414 Claims	to	Checks	2 Total	49,243.04 Manual	Held	Total	49,243.04
Total for all Funds							Total 1,493,270.43

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

ORDER NUMBER 044-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-9 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 February 18, 2014.

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

**RESOLUTION NUMBER 007-2014
PROCLAMATION
(A Local Emergency)**

WHEREAS, the City Council of the City of Gautier, Mississippi does hereby find that the conditions of extreme peril to the safety of persons and property within the City of Gautier, Mississippi, is forecast to receive oil slick in the Gulf of Mexico due to the explosion and collapse of the Deep Water Horizon oil rig in the Gulf of Mexico.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does exist throughout said City of Gautier, Mississippi; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until further notice.

IT IS FURTHER PROCLAIMED AND ORDERED that the City Manager or City Clerk is hereby authorized to executed 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 February 18, 2014.

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

ORDER NUMBER 045-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Recessed Council Meeting held February 18, 2014 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 February 18, 2014.

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

ORDER NUMBER 046-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for January 2014 is hereby received.

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

Motion was made by **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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting February 18, 2014.

City of Gautier
Business Registry
Jan-14

<u>Acct.</u>	<u>License #</u>	<u>Business Name /Owner</u>	<u>Amt.</u>	
102	2014-11-0003941	SRHS Clinics-Gautier	\$45.00	
168	2014-12-0003942	Gautier Bowling Palace/DBA	\$56.10	
180	2014-12-0003943	Willard's Garage & Frame Shop	\$22.00	
811	2015-01-0003944	Kangaroo Express #39993	\$95.00	
228	2015-01-0003945	Noblitt & Associates, Inc.	\$20.00	
185	2015-01-0003946	Magnolia Enterprises/LLC	\$20.00	
892	2015-12-0003947	AME Enterprises, LLC	\$20.00	
1041	2015-01-0003948	Riverside Auto Sales	\$20.00	
1194	2015-12-0003949	Clearwater Solutions, LLC	\$80.00	
816	2015-01-0003950	Bond Contracting	\$20.00	
603	2014-05-0003951	Al's Lawn Care	\$23.40	
*1247	2015-01-0003952	Aurora Medical Research	\$20.00	
248	2015-01-0003953	The Peoples Bank	\$20.00	
895	2015-01-0003954	Danny Beauchamp's Wrecker	\$20.00	
188	2015-01-0003955	B'S Elegance	\$20.00	
214	2015-01-0003956	Jerry Lee's, #4	\$220.00	
216	2015-01-0003957	K.R. Borries Construction Co.	\$20.00	
236	2015-01-0003958	Roughwater Marine	\$25.00	
251	2015-01-0003959	Westside B&B Indian Spgs. Sch.	\$20.00	
183	2015-01-0003960	Albano Realty	\$20.00	
239	2015-01-0003961	Sherwin Williams	\$40.00	
1248	2015-01-0003962	Pistol Annie's	\$20.00	***wrong amount***
1200	2015-01-0003963	Family Dental of Gautier, PLLC	\$20.00	
1248	2015-01-0003964	Pistol Annie's	\$20.00	***Voided because of wrong amount***
*1248	2015-01-0003965	Pistol Annie's	\$120.00	
1121	2015-01-0003966	T'S Kitchen	\$20.00	
873	2014-10-0003967	Final Environmental Service	\$22.40	
533	2014-09-0003968	Gautier Automotive	\$22.60	
189	2015-01-0003969	Baber's Leasing, Inc. #8	\$20.00	
166	2014-12-0003970	Southern Hideaway Estates	\$22.00	
*1249	2015-01-0003971	Custom Training Affiliates, LLC	\$20.00	
225	2015-01-0003972	Mitch's Gunsmithing Shop	\$20.00	
1196	2015-01-0003973	Wendelta, Inc. DBA/Wendy's	\$30.00	
1122	2015-01-0003974	Trustworthy Services, LLC	\$20.00	
242	2015-01-0003975	Star-Lite Barber Shop	\$20.00	
*1250	2015-01-0003976	Prosperity Business Tax	\$20.00	
Total			\$1,263.50	
*		New Business	4	
**		Slot Amusement	0	
***		Due Refund	0	
****		Transient Vendor	0	
*****		Closed Business	3	
*****		Delinquent Renewals Issued	9	

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

ORDER NUMBER 047-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, to set the date for the following public hearing as requested by the Planning and Economic Development Director is hereby authorized:

WHEN: March 4, 2014

WHERE: Gautier Municipal Building-Council Chambers

TIME: 6:30 pm

PURPOSE: 5401 Carter Road, Ocean Springs, MS 39564

LEGAL DESCRIPTION: PIDN 85298072.000
Lots 55 & 56 Fountainebleau Acres
Deed Book 1218, page 631

Owners of Record: Harrield A. and Teresa Ann Teague
Last Known Address: 6436 Highway 57
Ocean Springs, MS 39564

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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Joseph Belles, Code Enforcement Officer
Through: Chandra Nicholson, Planning and Economic Development Director
Patty Huffman, Grants and Projects Manager
Date: January 15, 2014
Subject: Cleaning of private property and removal of dilapidated structures at:
5401 Carter Road Ocean Springs, Mississippi 39564

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11: Staff requests that the City Council set a public hearing date for March 4, 2014, to determine whether property or parcel of land located within a municipality is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

BACKGROUND:

An initial telephone complaint from a neighbor concerned a homeless couple residing in an old school bus parked on this vacant property. There are no water, electricity, or toilet facilities. Code enforcement began a search for the property owner and was informed by a neighbor where the one owner might be located. After locating the owner, both code enforcement and the building administrator met with the owner and provided an initial letter of violation and requested permission to inspect the property at an agreed upon date and time. On February 26, 2013, the building administrator and code enforcement met the owner at the property for an inspection. Gautier police department was also notified of the situation but was unable to respond due to calls that were more urgent. During an inspection of the property, city employees verified the uninhabitable living conditions in the school bus occupied by a white female approximately 45 years old. In addition, there were approximately ten dogs chained-up or located in small enclosures on the property. Inside the bus were at least twenty to twenty-five cats that entered the bus through open windows. All observations were discussed with the planning department director and on March 4, 2013, a second letter of violation was given to the property owner. A request was made to have the occupant and all the animals removed from the property by March 15, 2013. In April 2013, code enforcement notified the State Department of Environmental Quality (DEQ) and declared the property an illegal dumpsite and the State DEQ initiated a case # CTS 35926. The DEQ later referred the concern back to code enforcement for correction of the violations. Code enforcement then requested the city

pursue a possible grant available for solid waste violations of this nature. The grant manager was successful securing a twenty-five thousand dollar solid waste assistance grant to provide for educational material and clean up of solid waste violations within the city.

To the knowledge of code enforcement, the property owner is living on a minimum fixed income and is not financially or physically capable of performing the work necessary to abate the violations at his property. The other property owner has not been located and has not been seen by her brother for the last twenty years.

Other owners near this property have not expressed a concern regarding this property mainly due to the extremely large parcels of land in this area. However, code enforcement is not aware of any other city property in this austere condition. The property condition is clearly a concern for the health, safety and welfare of our community. There are two dilapidate manufactured homes, an old pole barn, two boats, a shipping container and a ten foot pile of bags full of household trash. Code enforcement informed the owner by letter on December 30, 2013 that the property would be recommended for private property clean up and a public hearing, if not in compliance by February 4, 2014.

DISCUSSION:

The primary goal is to clean up, maintain and prevent the illegal dump existing at this property location the past several years

RECOMMENDATION:

Staff recommends City Council hold a public hearing on February 4, 2014, in order to determine the property a menace to the public health, safety and welfare of citizens and direct Staff to commence with clean up of the household trash, overgrown property, and removal of all dilapidated structures.

ATTACHMENTS 8:

1. Copy Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11 (2 pgs)
2. Property tax document
3. Parcel information (2 pgs)
4. Dec 26, 2013, Letter of notification to clean private land
5. Mar 20, 2013, Final, Letter of violation
6. Mar 4, 2013, Letter of violation
7. Feb 14, 2013. Initial, Letter of violation
8. Property Photos (4 pgs)

COPY

Mississippi Code of 1972, Section 21-19-11, provides procedures to municipalities to clean private property determined to be a menace to those in the municipal community thus:

Section 1. Section 21-19-11, Mississippi Code of 1972 is amended as follows:

(1) To determine whether property or parcel of land located within a municipality is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community, a governing authority of any municipality shall conduct a hearing, on its own motion, or upon the receipt of a petition signed by a majority of the residents residing within four hundred (400) feet of any property or parcel of land alleged to be in need of the cleaning. Notice shall be provided to the property owner by:

(a) United States mail two (2) weeks before the date of the hearing mailed to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting ad valorem tax; and

(b) Posting notice for at least two (2) weeks before the date of a hearing on the property or parcel of land alleged to be in need of cleaning and at city hall or another place in the municipality where such notices are posted.

Any notice required by this section shall include language that informs the property owner that an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning. A copy of the required notice mailed and posted as required by this section shall be recorded in the minutes of the governing authority in conjunction with the hearing required by this section.

If, at such hearing, the governing authority shall adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community, the governing authority, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water there from. The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and administrative costs and legal costs of the municipality.

For subsequent cleaning within the one-year period after the date of the hearing at which the property or parcel of land was adjudicated in need of cleaning, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipality's adjudication as authorized in this subsection (1), a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing dilapidated buildings, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice.

(2) If the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned.

(3) If the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

(4) All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

(5) Nothing contained under this section shall prevent any municipality from enacting criminal penalties for failure to maintain property so as not to constitute a menace to public health, safety and welfare.

Jackson County Mississippi

Powered by:
Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Current Date 1/15/2014

Tax Year 2013

Records Last Updated 1/14/2014

PROPERTY DETAIL

OWNER TEAGUE HARRIELD A & ACRES : 10.00
 TEAGUE TERESA ANN LAND VALUE : 10260
 6436 HWY 57 IMPROVEMENTS : 670
 OCEAN SPRINGS MS 39564 TOTAL VALUE: 10930
 ASSESSED : 1640

PARCEL 85298072.000**ADDRESS** 5401 CARTER**TAX INFORMATION**

YEAR 2013	TAX DUE	PAID	BALANCE
COUNTY	85.06	0.00	85.06
CITY	56.65	0.00	56.65
SCHOOL	86.27	0.00	86.27
TOTAL	227.98	0.00	227.98

To Pay Online, WWW.MS1STOP.COM**LAST PAYMENT DATE** **NA****MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL LOTS 55 & 56 FOUNTAINEBLEAU
HOMESTEAD CODE	None	ACRES (E1/2 NE1/4 SE1/4 SE1/4
TAX DISTRICT	5800	&
PPIN	068047	W1/2 NE1/4 SE1/4 SE1/4)
SECTION	17	DB 1218-631 (114M Map774.17)
TOWNSHIP	7S	
RANGE	7W	

Book**Page****TAX SALES**PURCHASE COUNTY TAX SALE FILESYearSold ToRedeemed Date/By

NO TAX SALES FOUND

[Back](#)

[HOME](#) | [CHANCERY CALENDAR](#) | [CHANCERY CASES](#) | [REAL PROPERTY TAX](#) | [LOG IN](#) | [LOG OUT](#) | [CHECKOUT](#) | [TERMS OF USE](#) | [PRIVACY POLICY](#)

Parcel Information

PIDN: 85298072.000
GISP: 774.17-00-0114.00M

Owner Information

Name: TEAGUE HARRIELD A & Percent of Ownership: 100
Name2: TEAGUE TERESA ANN
Mailing Address: 6436 HWY 57 Physical Address: 5401 CARTER RD GAUTIER
OCEAN SPRINGS MS 39564

Land Information

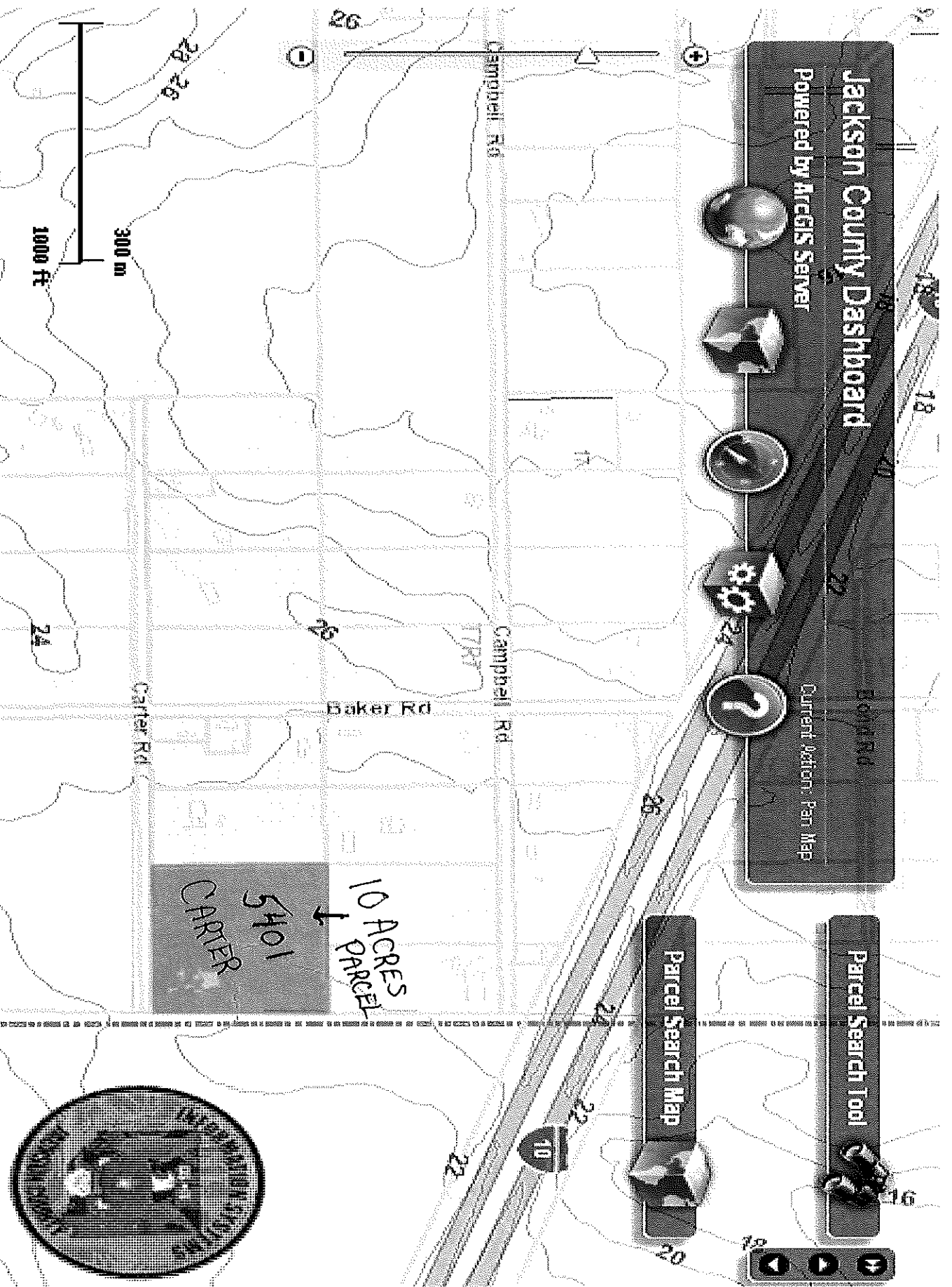
Section, Township, Range: 17 7S 7W Acreage: 10
Street Name: CARTER RD

Value and Tax Information

Total Assessed Value: 1663 Total Appraised Value: 11080
Improvement Value: 670 Land Value: 10410
Tax Amount: 227 SQ. FT: 0 Year Built: 1968

Legal Description

Description: LOTS 55 & 56 FOUNTAINEBLEAU ACRES (E1/2 NE1/4 SE1/4 SE1/4 & W1/2 NE1/4 SE1/4 SE1/4) DB 1218-631
(114M Map774.17)
Deed Book / Page: 1218 / 631



Hwy 57

Mayor
Gordon T. Gollott

City of Gautier
Gautier, Mississippi

City Manager
Samantha D. Abell

City Clerk
Cynthia Russell

3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

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



December 26, 2013

Harrield A. Teague
C/O 6436 Highway 57
Ocean Springs, Mississippi 39553

COPY

DELIVERED 12-26-13
JB

Reference: 5401 Carter Road Gautier, Mississippi 39564

Mr. Teague,

This letter is to inform you the City of Gautier; Planning and Economic Development Department will recommend to the governing authority the property at 5401 Carter Road Ocean Springs, Mississippi is a menace to the public health, safety, and welfare of the community. Code Enforcement will request the mayor and city council review the history of the code violations on this property during a scheduled February 2014, council meeting. If the mayor and council determine the property meets the criteria for abatement they will set a public hearing for a scheduled March 2014 council meeting. The purpose of the hearing is to listen to testimony and determine if the property meets the requirements outlined in Mississippi Code Annotated 1972 § Title 21, Chapter 19, Section 11 to begin the necessary clean-up of this property.

Code enforcement is requesting the property be in compliance by February 3, 2014. If you have any questions you can contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878 or cell number (228) 219-7035.

Sincerely,

Joseph Belles
Code Enforcement Officer

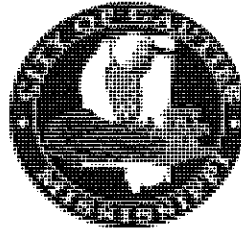
Mayor
Tommy Fortenberry

City of Gautier
Gautier, Mississippi
City Manager

City Manager
Samantha D. Allell

City Clerk
Cindy Russell

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hivley Ray Guillotte
Ward 3 Gordon T. Gallott
Ward 4 Scott D. Macfarland
Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

March 20, 2013

Harrield A. Teague
C/O 6436 Highway 57
Ocean Springs, Mississippi 39553

Reference: 5401 Carter Road Gautier, Mississippi 39553

Mr. Teague,

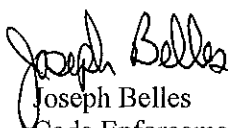
The City of Gautier, Code Enforcement Officer reviewed the property on March 18, 2013, to make certain the couple had relocated from the uninhabitable living condition and all the dogs and cats removed from the property. Code Enforcement confirmed both the individuals and animals were no longer at the property and the City of Gautier deeply appreciates your initial correction of these code violations. Remaining on the property is a large pile of household trash, vacant dilapidated manufactured homes, structures, vehicle, boats, debris scattered everywhere, etc. The City of Gautier, Unified Development Ordinance, Article XVI, Section 16.7, Care of Property and Premises States:

The general site and/or premises shall be maintained in general with particular references to insuring that the appearance will be and remain compatible and harmonious with properties in the general area and will not be so at variance with other properties in the general area as to cause a substantial depreciation of such property values.

The property is clearly in violation of numerous codes of the City Ordinance and State Laws and must come into compliance with all ordinances/laws by the removal of all dilapidated manufactured homes, structures, non-operational vehicles, boats, and trash/debris removed from the property by June 3, 2013.

Code Enforcement will immediately begin monitoring the property for compliance of all violations stated above. Upon your request, copies of any of the ordinance/laws will be provided to you or may be obtained on the city/state website. You may contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878. Code Enforcement will be happy to assist you with any questions that you may have.

Sincerely,


Joseph Belles
Code Enforcement Officer

COPY
mailed 3-21-13
Delivered JB

Mayor
Tammy Fortenberry

City of Gautier
Gautier, Mississippi
City Manager

City Manager
Samantha D. Abell

City Clerk
Cindy Russell

Council
At Large Mary F. Martin
Ward 1 Johnny Jones
Ward 2 Hurley Ray Guillotte
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Ward 5 Adam D. Colledge



3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

March 4, 2013

Harrield A. Teague
C/O 6436 Highway 57
Ocean Springs, Mississippi 39553

COPY

Delivered 3-04-13
JB

Reference: 5401 Carter Road Gautier, Mississippi 39553

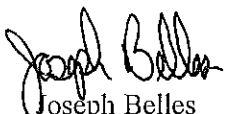
Mr. Teague,

On February 26, 2013, you allowed the City of Gautier's Building Administrator and Code Enforcement Officer to review the above referenced property. The observations of both city employees were; an individual or couple residing in an old bus without any electricity or approved water source and no observed bathrooms facilities. There were at least nine dogs observed all chained or within fenced enclosures. Inside the bus were at least twenty cats that entered and left the bus by open windows. None of the animals had any tags and there was no documentation of required vaccinations. The odor from either animal or human feces was unbearable. Additionally, the property is scattered with trash, debris, vacant dilapidated manufactured homes, structures, and boats. The property is clearly in violation of numerous codes of the City's Ordinance.

As identified in code enforcements previous letter you cannot continue to allow these individuals to remain on your property without a habitable structure and the required utilities required by City Ordinance and the International Building Code Standards. The individuals must vacate the property immediately but not later than March 15, 2013. You need to inform code enforcement or the City's animal control officer what the couple intend to do with the animals so the city may proceed to take control of the animals if the owners do not take them. In addition, the property must come into compliance with all ordinances and all dilapidated manufactured homes, structures, non-operational boats, and trash/debris removed from the property by June 3, 2013.

Code Enforcement will immediately begin monitoring the property for compliance of all violations stated above. Upon your request, copies of any of the above ordinances will be provided to you or may be obtained on the city website. You may contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878. Code Enforcement will be happy to assist you with any questions that you may have.

Sincerely,


Joseph Belles
Code Enforcement Officer

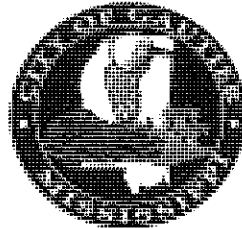
Mayor
Tommy Fortenberry

City of Gautier
Gautier, Mississippi
City Manager

City Manager
Samantha D. Allie

City Clerk
Wendy S. McClain

Council
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3330 Highway 90
Gautier, MS 39553
Phone: (228) 497-8000
Fax: (228) 497-8028
Email: gautier@gautier-ms.gov
Website: www.gautier-ms.gov

February 14, 2013

Delivered 2-14-13
JB

Harrield A. Teague
C/O 6436 Highway 57
Ocean Springs, Mississippi 39553

Reference: 5401 Carter Road Gautier, Mississippi 39553

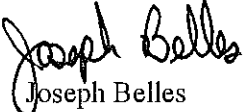
Mr. Teague,

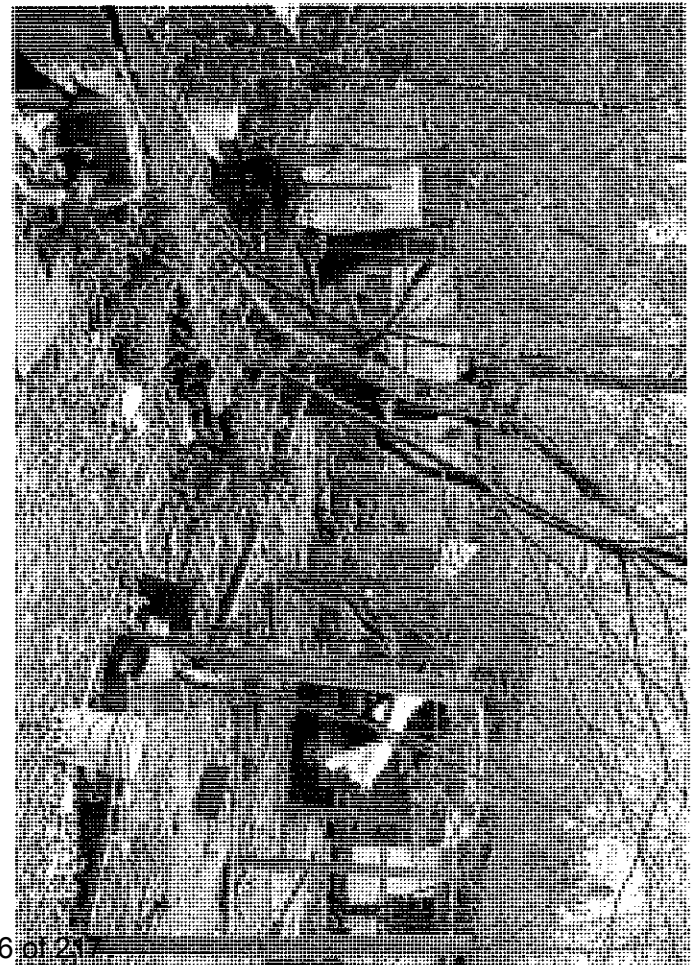
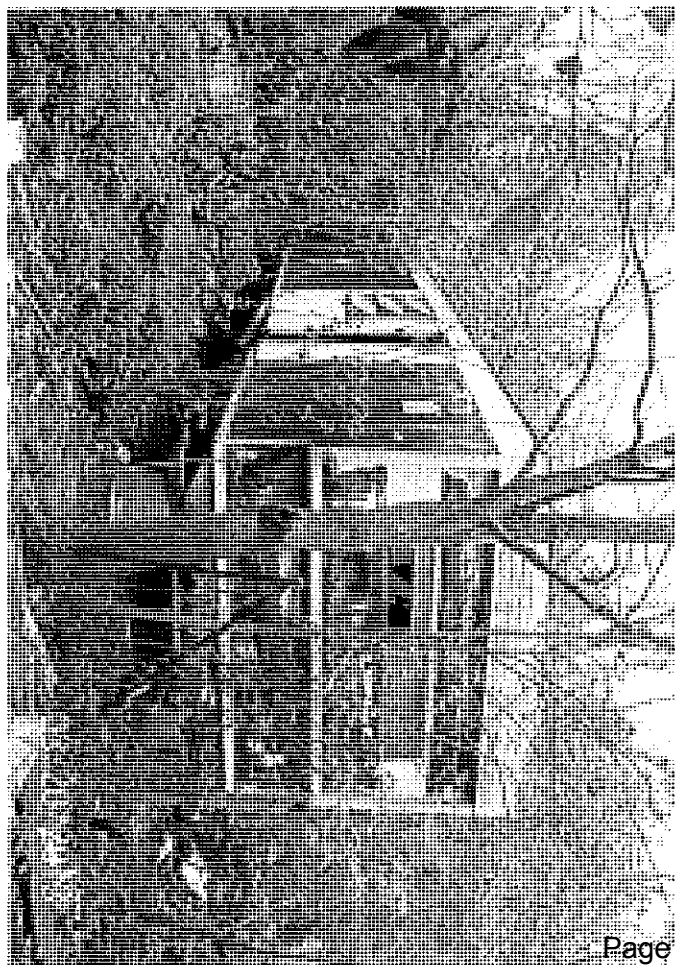
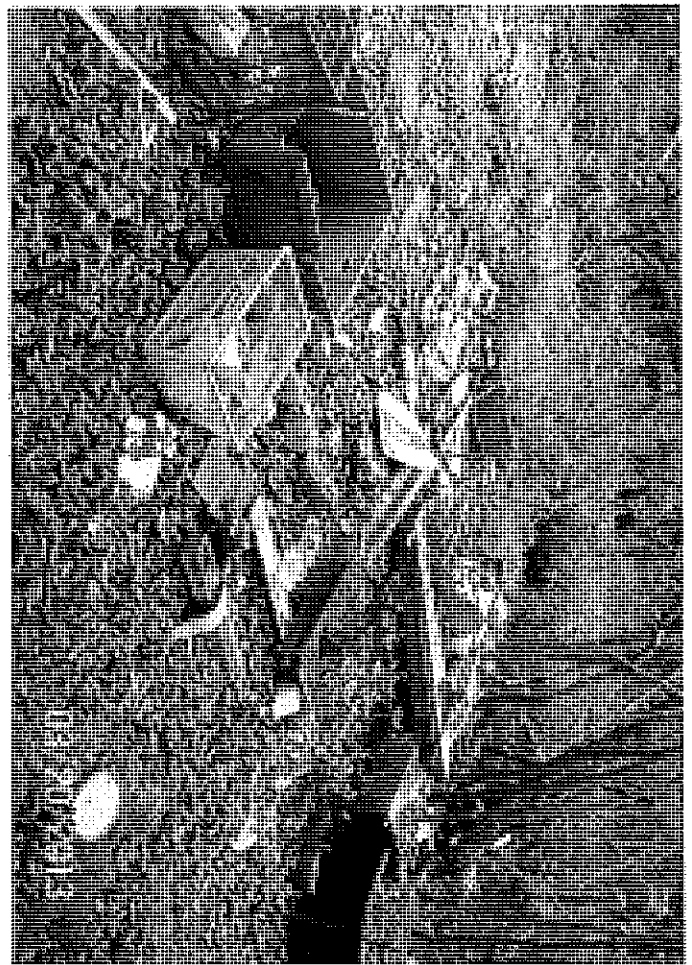
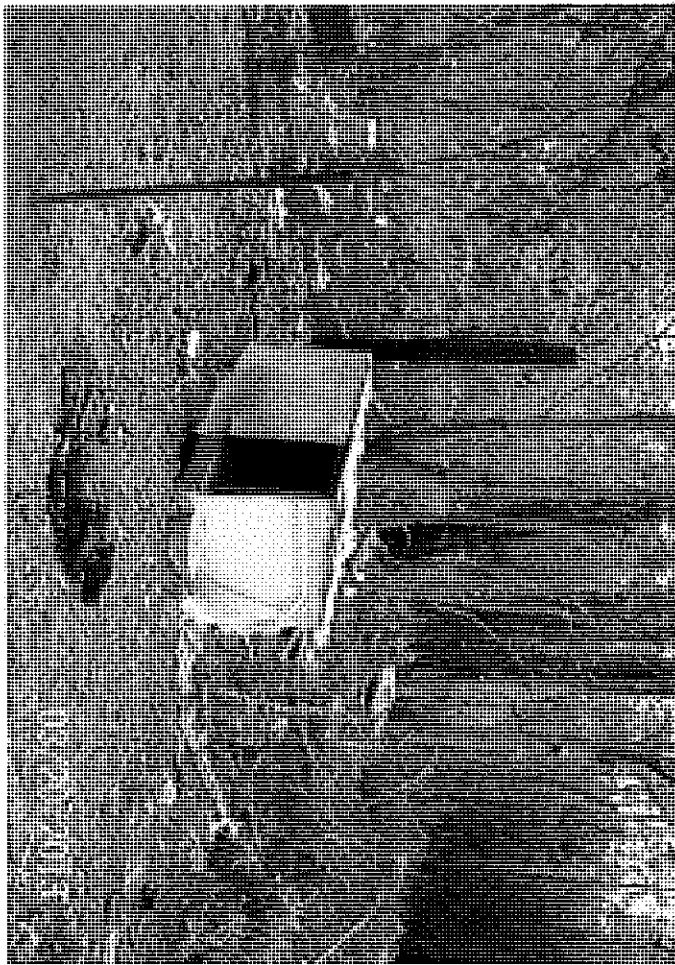
On February 13, 2013, both the City of Gautier's Building Administrator and Code Enforcement Officer discussed the above referenced property. You informed both city employees you were aware of the two individuals residing on your property and stated, "They have been there for several years living in a Chevrolet Bus." There is no habitable structure on the property and there is no utility services connected (electrical power or water). You cannot continue to allow these individuals to remain on your property without a habitable structure and the required utilities as required by City Ordinance and the International Building Code Standards. In addition, there are complaints concerning numerous animals (dogs and cats) on the property that may or may not have adequate food, water and shelter as required by city ordinance.

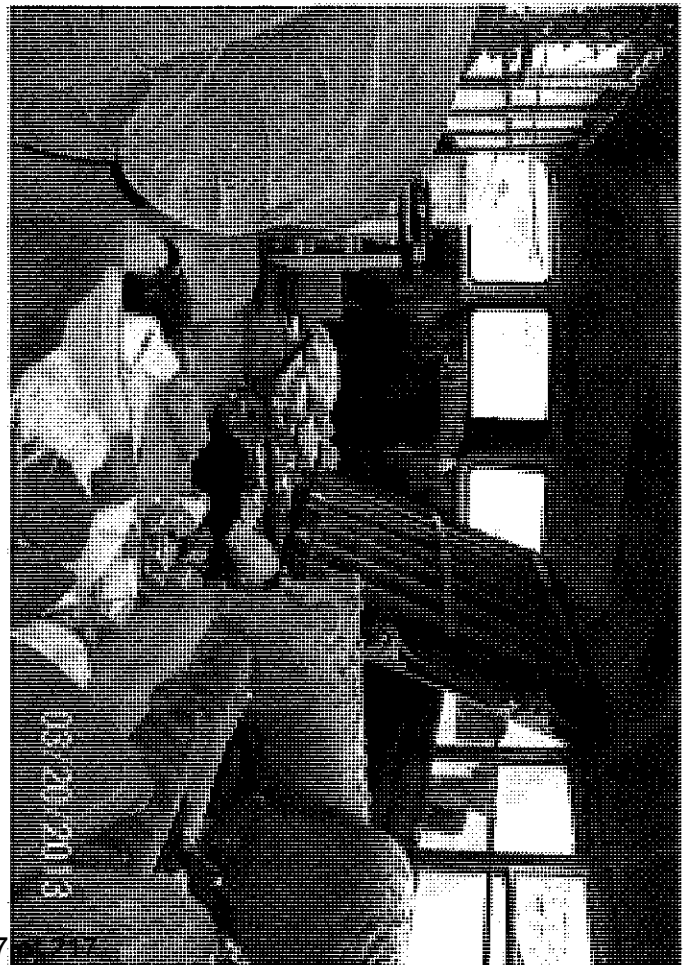
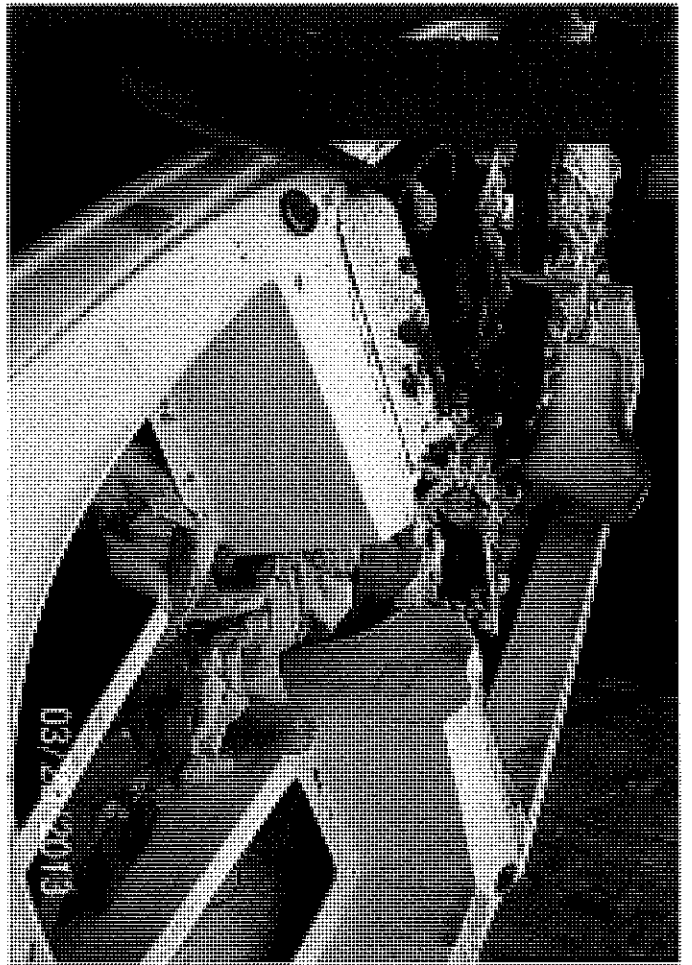
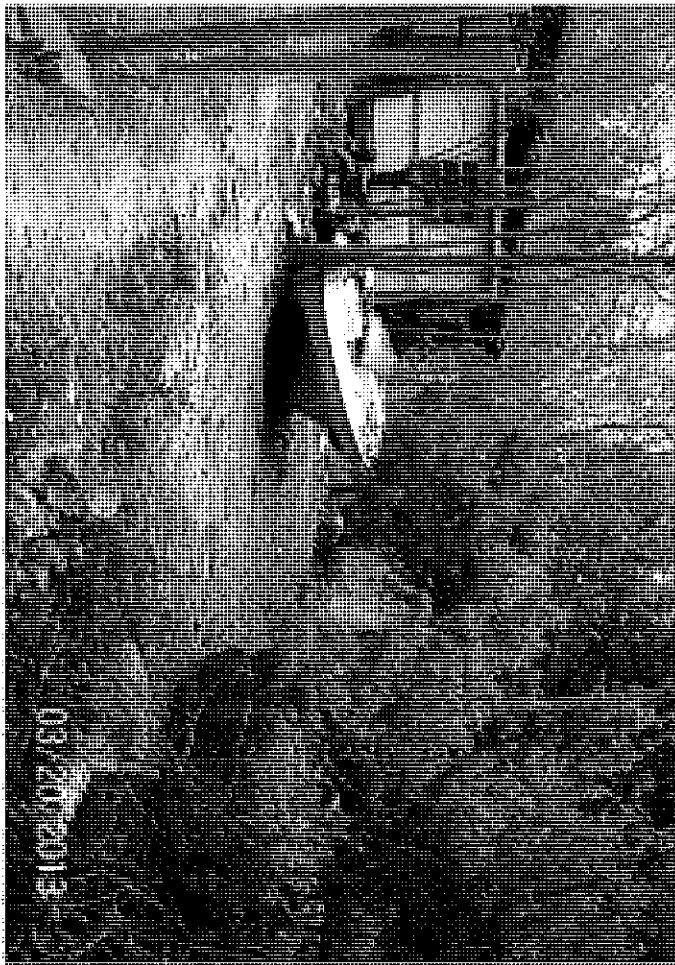
Code Enforcement fully understands your desire to provide a place for these otherwise homeless individuals but City of Gautier cannot allow or overlook the violations of the City Ordinance. Code Enforcement is prepared and ready to discuss our observations to maintain an amicable appearance with other property owners in this area and compliance with the City's Ordinance.

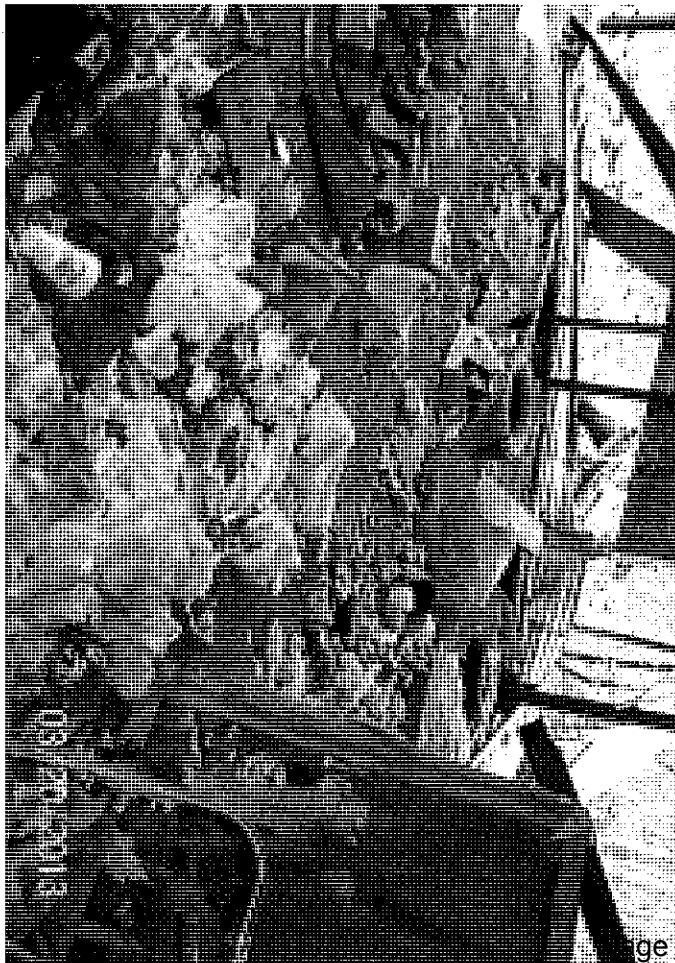
Code Enforcement is requesting you permit an inspection of your property at a reasonable time within the next seventy-two hours to inspect the property and the living conditions for both the people and the animals on your property. You may contact the City of Gautier, Code Enforcement Office, Monday – Thursday, 8:00 AM - 5:00 PM at (228) 497-1878. Code Enforcement will be happy to assist you with any questions that you may have.

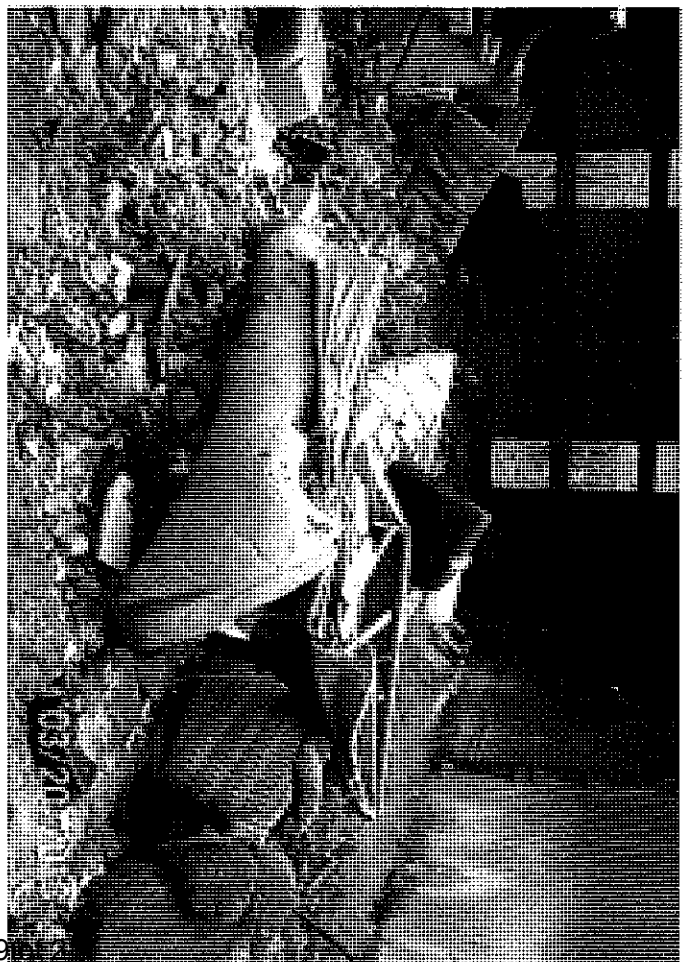
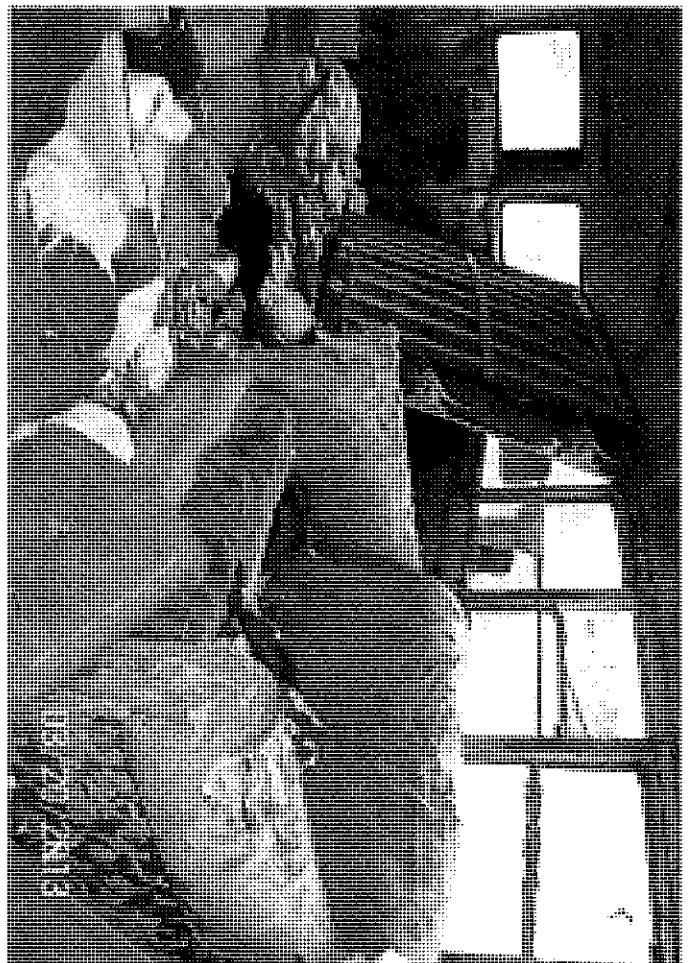
Sincerely,


Joseph Belles
Code Enforcement Officer









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

ORDER NUMBER 048-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorization to enter into an agreement with Butler Snow LLP to prepare and submit the City of Gautier 2014 Continuing Disclosure Information Submission due by March 31, 2014 for an amount not to exceed \$1,500.00 (including expenses) to compile the necessary information with the assistance of the city.

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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha D. Abell, City Manager
From: Tricia Thigpen, Deputy City Clerk
Thru: Cynthia Russell, City Clerk
Date: February 11, 2014
Subject: City of Gautier 2014 Continuing Disclosure Submission Agreement

REQUEST:

City Council action is requested to approve retaining Butler Snow to prepare and submit the City's Continuing Disclosure Submission.

BACKGROUND:

In the past, the City has retained Butler Snow to prepare and submit the Continuing Disclosure Information Statement in connection with the bonds.

DISCUSSION:

Pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (MSRB) through MSRB's Electronic Municipal Market Access system (EMMA), in the electronic format then prescribed by the Securities and Exchange Commission (SEC) (Required Electronic Format) pursuant to Rule 15c2-12. This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. This year's filing is due on or before March 31, 2014. Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege mentalities are owed. The City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

RECOMMENDATION:

Staff recommends approval to retain Butler Snow to prepare and submit the City's Continuing Disclosure Information Statement.

ATTACHMENT(S):

City of Gautier 2014 Continuing Disclosure Submission agreement

January 27, 2014

VIA E-MAIL AT CRUSSELL@GAUTIER-MS.GOV

Cynthia Russell
Gautier, Mississippi City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi 2014 Continuing Disclosure Submission

Dear Ms. Russell:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 31, 2014.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

Post Office Box 6010
Ridgeland, MS 39158-6010

ELIZABETH LAMBERT GARNER
601.985.4406
elizabeth.garner@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$1,500.00 (which includes expenses) to compile the necessary information, with the assistance of the City, and submit the same EMMA.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Elizabeth Lambert Garner

APPROVED BY:

Name: Samantha Hall

Title: City Manager

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Gautier.

Name: _____

Title: _____

Date: _____

cc: Charlie McVea, Esquire (via email: cmcvea@dwattorneys.com)
Gordon Gollott, Mayor (via e-mail: mayor@gautier-ms.gov)

ButlerSnow 19224811v1

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

ORDER NUMBER 049-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to declare the following items as surplus and remove from the police department inventory:

Mobile Radios

Motorola GTX 15 W	867SXB9748	sticker #01605
Motorola GTX 15 W	867FYS0137	sticker #0179
Motorola GTX 15 W	867YDY1139	no sticker #
Motorola GTX 15 W	867SXZ5433	sticker #01681
Motorola GTX 15 W	867FAC0194	sticker #01969

IT IS FURTHER ORDERED that these items are damaged and no value to the City of Gautier.

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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell City Clerk
Date: February 10, 2014
Subject: Surplus Items

REQUEST:

City Council authorization is requested for the City of Gautier to declare as surplus and remove five (5) mobile radios.

BACKGROUND:

These items are damaged and of no value to the City of Gautier.

Motorola GTX 15 W	867SXB9748
Motorola GTX 15 W	867FYS0137
Motorola GTX 15 W	867YDY1139
Motorola GTX 15 W	867SXZ5433
Motorola GTX 15 W	867FAC0194

RECOMMENDATION:

Based on the attached surplus list, City staff recommends that City Council authorize declaring these items to be surplus and removed from the Police Department inventory.

ATTACHMENT(S):

Letter from Danny Selover requesting radios to be removed

TO: City Clerk.

FROM: Danny Selover
Captain

DATE: June 24, 2013

SUBJECT: Inventory

The following items need to be removed from the Police Department's inventory. These mobile radios are broken and non repairable according to Team One Communications:

Motorola	GTX 15W	867SXB9748	x	broken	city sticker 01605
Motorola	GTX 15W	867FYS0137	x	broken	city sticker 0179
Motorola	GTX 15W	867YDY1139	x	Broken	
Motorola	GTX 15W	867SXZ5433	x	broken	city sticker 01681
Motorola	GTX 15W	867FAC0194	x	broken	city sticker 01969

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

ORDER NUMBER 050-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to submit a grant application for Occupant Protection and Police Traffic Services to the Mississippi Office of Highway Safety for the 2015 Federal Fiscal Year beginning October 1, 2014.

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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Dante Elbin, Chief of Police
Date: February 4, 2014
Subject: MS Office of Highway Safety- Occupant Protection and Police Traffic Services Grant Application

REQUEST:

The Gautier Police Department requests City Council authorization to submit a grant application for Occupant Protection and Police Traffic Services to the Mississippi Office of Highway Safety for the 2015 Federal Fiscal Year beginning October 1, 2014.

BACKGROUND:

The National Highway Traffic Safety Act of 1966 provides Federal funds to states for approved highway safety projects. These two grant programs focus on the proper use of seat belts and child passenger seats and on reducing injuries and fatalities through traffic enforcement. Grant approved activities can include equipment purchases, overtime pay for checkpoints and/or saturation patrols during safety campaigns and holidays, educational presentations and outreach, and related training for officers.

DISCUSSION:

Grant funding for FY2015 will be requested in the amount of \$25,000 for salary and equipment costs. This program requires no local match. The grant application is due by February 28, 2014.

RECOMMENDATION:

The Police Department recommends that City Council authorize submission of a grant application to the MS Office of Highway Safety for Occupant Protection and Police Traffic Services as outlined above.

The City Council may:

1. Authorize the above grant submission as presented;
2. Authorize the above grant submission with changes; or
3. Disapprove submission of this grant application.

ATTACHMENT(S):

Grant Application Signature Page

LOCAL GOVERNMENTAL RESOLUTION
AGREEMENT AND AUTHORIZATION TO APPLY

WHEREAS, the City of Gautier, Mississippi

(Governing Body of Unit of Government)

herein called the “**APPLICANT**” has thoroughly considered the problem addressed in the application for Police Traffic Services and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GAUTIER

(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY OF GAUTIER, MISSISSIPPI,

THIS 18TH Day of FEBRUARY, 2014 AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the Police Chief, Dante Elbin be authorized to file, on behalf of the
(Name and Title of Representative)
Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ 25,000 to be made to the Applicant defraying the cost of
(Federal Dollar Requested)
the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of
\$ 0 as required by the project.
(Local Match Amount)
4. That certified copies of this resolution be included as part of the application referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY:

(Chairman/Mayor – Blue Ink)

Councilman _____ offered the foregoing resolution and moved its adoption, which was seconded by Councilman _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

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

ORDER NUMBER 051-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to submit a grant application for Alcohol Countermeasures (DUI Enforcement) to the Mississippi Office of Highway Safety for the 2015 Federal Fiscal Year beginning October 1, 2014.

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 February 18, 2014.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Dante Elbin, Chief of Police
Date: February 4, 2014
Subject: MS Office of Highway Safety- Alcohol Countermeasures (DUI Enforcement)
Grant Application

REQUEST:

The Gautier Police Department requests City Council authorization to submit a grant application for Alcohol Countermeasures (DUI Enforcement) to the Mississippi Office of Highway Safety for the 2015 Federal Fiscal Year beginning October 1, 2014.

BACKGROUND:

The National Highway Traffic Safety Act of 1966 provides Federal funds to states for approved highway safety projects. The Gautier Police Department previously received this grant funding for FY2009 and also for the current fiscal year. Grant approved activities can include equipment purchases, overtime pay for checkpoints and/or saturation patrols during safety campaigns and holidays, educational presentations, and alcohol enforcement related training for officers.

DISCUSSION:

Grant funding for FY2015 will be requested in the amount of \$55,000 for salary and equipment costs. This program requires no local match. The grant application is due by February 28, 2014.

RECOMMENDATION:

The Police Department recommends that City Council authorize submission of a grant application to the MS Office of Highway Safety for Alcohol Countermeasures as outlined above.

The City Council may:

1. Authorize the above grant submission as presented;
2. Authorize the above grant submission with changes; or
3. Disapprove submission of this grant application.

ATTACHMENT(S):

Grant Application Signature Page

LOCAL GOVERNMENTAL RESOLUTION
AGREEMENT AND AUTHORIZATION TO APPLY

WHEREAS, the City of Gautier, Mississippi

(Governing Body of Unit of Government)

herein called the “**APPLICANT**” has thoroughly considered the problem addressed in the application for Impaired Driving and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GAUTIER

(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY OF GAUTIER, MISSISSIPPI,

THIS 18TH Day of FEBRUARY, 2014 AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the Police Chief, Dante Elbin be authorized to file, on behalf of the
(Name and Title of Representative)
Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ 55,000 to be made to the Applicant defraying the cost of
(Federal Dollar Requested)
the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of
\$ 0 as required by the project.
(Local Match Amount)
4. That certified copies of this resolution be included as part of the application referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY:

(Chairman/Mayor – Blue Ink)

Councilman _____ offered the foregoing resolution and moved its adoption, which was seconded by Councilman _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

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

ORDER NUMBER 052-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Police Department is hereby authorized to accept the attached list of donated office furniture from Singing River Mall for Substation on Ladnier Road.

IT IS FURTHER ORDERED that the donated office furniture is in the best interest of the City of Gautier.

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 February 18, 2014.

CITY OF GAUTIER
MEMORANDUM

TO: Samantha Abell
City Manager

FROM: Dante Elbin
Chief of Police

DATE: February 11, 2014

SUBJECT: Donation of Office Furniture from Singing River Mall

REQUEST:

The Gautier Police Department requests Mayor and City Council authorization to accept the donation of office furniture from the Singing River Mall for the Substation on Ladhier Road.

BACKGROUND:

The Singing River Mall is scheduled to be demolished soon and the General Manager has offered to donate office furniture to the Police Department.

DISCUSSION:

The Gautier Police Department thinks it will be in the best interest of the city to accept this donation of office furniture and use the equipment in the new Substation on Ladhier Road.

RECOMMENDATION:

The Gautier Police Department recommends the Mayor and City Council authorize the acceptance of the donated office furniture from the Singing River Mall.

ATTACHMENT(S):

Singing River Mall offer to donate office furniture
Inventory List of donated furniture

Gautier Police Department

Captain Danny Selover

To: Dante Elbin, Chief of Police

From: Danny Selover
Captain

Date: February 05, 2014

Subject: Donated items from Singing River Mall

Below items were donated to the City of Gautier from Angela Bishop at the Singing River Mall. These donated items are being utilized at the Ladnier Road Sub-Station.

Three metal vertical file cabinets- four drawer
One metal horizontal file cabinet- two drawer
One metal horizontal file cabinet-four drawer
One wooden book shelf
One wooden desk
Five chairs
One metal file box
One glass memo board
One cork board
One glass entrance door
One wooden book shelf with sliding door
Approx 250 ceiling tiles
Eight fluorescent light fixtures
Two interior security lights
4 Gymnasium Wall Mirrors

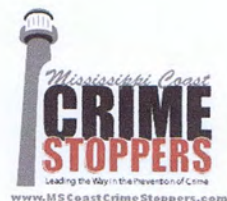
Cc: Dante Elbin
Chief of Police



3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8013

Official Use Only

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01/2012

SINGING RIVER MALL

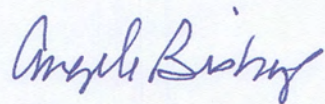
January 21, 2014

City of Gautier
3330 Hwy 90
Gautier, MS 39553

RE: Donation

Singing River Mall is pleased to donate to the City of Gautier miscellaneous office furniture.

Sincerely,
Singing River Mall



Angela Bishop
General Manager

Motion was made by Councilman Vaughan to adjourn the meeting until March 4, 2014 at 6:30 PM. Motion was 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 March 4, 2014.