Tuesday
January 21, 2014
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 21, 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 Attorney Charlie McVea and other concerned citizens.

REVISED AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 21, 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

IV. Presentation Agenda

1 Presentation of Human Trafficking Proclamation to Susie Harvill, CEO of Advocates for Freedom, by Mayor Gollott

2 Presentation of Certificate of Retirement to Jere Shuster, Field Supervisor, by Mayor Gollott

3 Presentation of a plaque in remembrance of "Rocko" Gautier Police Department K-9 Officer to Lieutenant Derrick Welton, by Chief Dante Elbin

V. Public Agenda

1 Agenda Comments

VI. Business Agenda

1 Order authorizing a sub-grant agreement with the Mississippi State Department of Health, Office of Tobacco Control for a technical assistance grant to educate the public on the benefits of a smoke-free air policy

2 Order approving Gautier Historic Preservation Commission appointment

3 Order authorizing a project agreement with the Mississippi Department of Wildlife, Fisheries and Parks for a Mississippi Recreational Trails Program Grant

4 Order approving Hurricane Katrina Community Revitalization Streetscape Project #R-109-192-01-KCR final Summary Change Order for project close out

5 Order approving Docket of Claims

6 **Order approving Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713 (Old Shell Landing Sewer Improvements) Certificate of Substantial Completion and/or Change Order No. 1 and Seymour Engineering Amendment No.1**

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

1 **Order approving annual renewal agreement with Redd Pest Solutions**

2 **Order authorizing surplus inventory from the Gautier Senior Citizens Center**

3 **Order authorizing surplus inventory from the police department**

4 **Order approving Minutes from Regular Council Meeting held January 7, 2014**

5 **Order authorizing the police department to accept a donation of post and rail dividers from Singing River Mall**

STUDY AGENDA
CITY OF GAUTIER, MISSISSIPPI
January 21, 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 February 4, 2014 @ 6:30 PM
www.gautier-ms.gov

Motion was made by Councilman Vaughan to approve the revised agenda order. Motion was seconded by Councilwoman Martin and unanimously carried.

Announcements

1 **Gautier Youth Baseball & Softball Registration January 13th – February 28th**

Presentation

1 **Presentation of Human Trafficking Proclamation to Susie Harvill, CEO of Advocates for Freedom, by Mayor Gollott**

2 **Presentation of Certificate of Retirement to Jere Shuster, Field Supervisor, by Mayor Gollott**

3 **Presentation of a plaque in remembrance of “Rocko” Gautier Police Department K-9 Officer to Lieutenant Derrick Welton, by Chief Dante Elbin**

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.

Proclamation

A proclamation of the Mayor and City Council

of

The City of Gautier, Mississippi

Whereas, January is National Human Trafficking Prevention Month. Advocates for Freedom will be joining millions of Americans nationwide in recognizing the growing need to stop human trafficking.

Whereas, the United States has made great strides in preventing the occurrence of modern slavery, prosecuting traffickers and dismantling their criminal networks, and protecting victims and survivors, our work is not done. We stand with those throughout the world who are working every day to end modern slavery, bring traffickers to justice, and empower survivors to reclaim their rightful freedom.

Whereas, the efforts by individuals, businesses, organizations, and governing bodies to promote the observance of " Human Trafficking Awareness Month" in January of each year represents one of the examples of the ongoing commitment in the United States to raise awareness of and to actively combat human trafficking;

Now, Therefore Be It Enacted by the City of Gautier Mississippi, in recognition of the Advocates for Freedom does hereby designate January 2014 as "Human Trafficking Awareness Month" and urge all Citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking. Together, we can combat this crime within our borders and join with our partners around the world to end this injustice.

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the 21st of January, 2014.

Gordon Gollott, Mayor

Public Works Department

Certificate of Retirement

Is Presented to **Jere J. Shuster**

In grateful recognition of **25** *years of service*

From **1989** *to* **2014** *as a faithful Civil Servant of the Public Works Department of the City of Gautier, Mississippi.*

This 21st Day of January, 2014.

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

ORDER NUMBER 011-2014

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 grant agreement with the Mississippi State Department of Health, Office of Tobacco Control for technical assistance fund to educate the public on the benefits of having a smoke-free air policy in public places.

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 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 January 21, 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: January 15, 2014

Subject: Sub-Grant Agreement with the Mississippi State Department of Health, Office of Tobacco Control for a Technical Assistance Grant to Educate the Public on the Benefits of a Smoke-Free Air Policy

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REQUEST:

The Economic Development and Planning Department requests City Council authorization to enter into a grant agreement with the Mississippi State Department of Health, Office of Tobacco Control for technical assistance funds to educate the public on the benefits of having a smoke-free air policy in public places.

BACKGROUND:

The Mississippi State Department of Health, Office of Tobacco Control solicits proposals from municipalities that are interested in educating their constituents on the benefits of a comprehensive community smoke-free policy.

DISCUSSION:

The City of Gautier has been awarded a $5,000 grant from the Mississippi State Department of Health to educate the public on the health consequences of secondhand smoke exposure and the benefits of smoke-free environments through public meetings and forums. Other eligible grant expenses include printing and signage. The City will be reimbursed regardless whether or not a smoke-free ordinance is passed. If the City Council does pass a smoke-free policy, this funding can also be used for toolkits and signage for businesses.

RECOMMENDATION:

The Economic Development and Planning Department staff recommends that City Council enter into a sub-grant agreement with the Mississippi Department of Health as outlined above. City Council may:

1. authorize the sub-grant agreement with the Mississippi Department of Health as presented; or
2. disapprove the sub-grant agreement with the Mississippi Department of Health.

ATTACHMENT(S):

Mississippi State Department of Health Award Letter
Sub-Grant Agreement

MISSISSIPPI STATE DEPARTMENT OF HEALTH

January 7, 2014

City of Gautier
Gordon T. Gollott, Mayor
3330 Highway 90
Gautier, MS 39553

Dear Mayor Gollott:

Enclosed you will find two original contracts between the Mississippi State Department of Health (MSDH) Office of Tobacco Control (OTC) and the City of Gautier for the amount of $5,000.00.

Please review the enclosed documents and provide the appropriate signatures in the designated areas of each original. In addition, please complete the required information in Attachment B (page 11). After reviewing and completing this information, please return **both** original contracts to my attention at the Mississippi State Department of Health, Office of Tobacco Control, Post Office Box 1700, Jackson, MS 39215-1700.

Once the contract has completed the routing process at MSDH we will return an original contract to the City of Gautier for your records.

If you have questions regarding the enclosed information, please feel free to contact me at (601) 991-6059. I look forward to working with you this year.

Sincerely,

Kimalesha Brown

Kimalesha Brown, MPPA
Special Projects Officer, IV
Office of Tobacco Control

570 East Woodrow Wilson • Post Office Box 1700 • Jackson, MS 39215-1700
1-866-HLTHY4U • www.HealthyMS.com

Mississippi State Department of Health
Sub-Grant Agreement

I. Contractual Agreement

This document and any other attachments, including but not limited to Attachment A, Terms of Contract, and Attachment B, Conflicts of Interest, are made a part of this document and incorporated herein by reference, and constitute a contract for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department) and the Contractor as indicated below. In the space provided herein, provide a description of the purpose of this contract and/or services to be provided:

The purpose of the contract is to assist municipalities in educating the public on the benefits of implementing comprehensive smoke-free policies and the dangers of second-hand smoke.

II. Contractor's Required Information

Contractor's Name: The City of Gautier

Contractor's Contact Person(s): Gordon T. Gollot, Mayor

I.D. #: ______ (SSN or EIN, as shown on attached IRS Form W-9) DUNS #: ______ Program: Municipal Policies

Street: 3330 Highway 90 Telephone #: ~~228~~-497-8000

City: Gautier State: MS Zip Code: 39553

III. Contract Supplemental Information (Note: If information below is not applicable, fill blank with "N/A")

Title of Contract or Service Provided: N/A

Total Contract Amount: $5,000.00 Max. Contract Amount per year: $0.00 (applicable only if contract is multi-year)

Fee or Retainer: $0.00 Fee or Retainer Payment Basis: 0 (per clinic, hour, day, month, quarter, year, etc.)

Beginning Date: February 1, 2014 Ending Date: June 30, 2014

Org.: 0717 Activity: I715 Project: 44000TCO

Reporting Category: 034s

Federal Grant: Yes ☐ No ☑ Stimulus Funds: Yes ☐ No ☑

Federal Grant Award #: N/A Federal Aid #: N/A CFDA #: N/A

Occupation: N/A

Specialty: N/A

Program: N/A

Total Personnel Services: $0.00 Total Travel/Subsistence: $0.00

Max. Hours Authorized per Month: 0 Assigned Travel Base: N/A

Mileage/Meals Authorized:

None: ☑ Meals: ______ Mileage: ______ Lodging: ______

Statewide: ☐ Central Office: ☐ District (specify): ______

Hours (Daily or weekly, i.e., 8:00a-5:00p, 5 days p/week): N/A

If in a District(s), list all counties (List in decreasing order for amount of time spent in each county):

N/A

Certification/Licensure (Fill in certificate/license number, date of certification/licensure, and type of certification/licensure, as applicable. If a physician, state whether the contractor is board-certified in area of use by Department, non-board certified, or resident.):

N/A

Contractor's Experience/Degrees Earned (Fill in this blank if Contractor is an individual; use additional sheet if necessary):

N/A

Does Contractor currently receive Mississippi State Retirement System benefits? Yes ☐ No ☑

Will the Contractor be classified as an "Independent Contractor"? Yes ☐ No ☑

ATTACHMENT A: TERMS OF CONTRACT

I. Contracted Services: The Contractor agrees to provide services related to reduces exposure to second-hand smoke in public places
in accordance with the specifications set forth on the preceding page of this contract, titled "Sub-Grant Agreement" and any other documents as set forth by the Department, and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

Attachment B – Conflicts of Interest

Attachment C --- Scope of Work

Attachment D -- Letter of Agreement

II. Ability to Contract: The Contractor warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the Department. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

III. This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:

A. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.

B. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.

C. The Contractor's payment records will be submitted to: MS State Department of Health, Office of Tobacco Control
Attention: Kimalesha Brown
805 S. Wheatley St, Suite 400A, Ridgeland, MS 39157

D. The Department agrees to assure physician supervision as required by law for the services to be provided under the terms of this contract.

IV. This section applies only to a Contractor who is an individual and presently receives retirement benefits from the Mississippi Public Employees' Retirement System (PERS), as follows:

A. The Contractor certifies that the forty-five day separation period required by PERS regulations has been met prior to the effective date of this contract.

B. The Contractor is responsible for notifying PERS of re-employment and for submission of required documentation to PERS for review and concurrence of the Contractor's status as an independent contractor as required by PERS regulations.

C. Contractor's date of retirement from state service:

V. Financial Records and Audits: The Contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi). The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Department, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

VI. Records Retention: The Contractor agrees to submit to the Department quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the Department quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the Department; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Where audits are required to be submitted to the Department before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the Department reserves the right to cancel or suspend the contract at the Department's discretion.

VII. Reimbursement: The Department agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, the Department agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to the Department no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for the Department to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:

A. reimbursement in excess of the amount budgeted for any item; or

B. reimbursement of items not included in the budget; or

C. the transfer of monies between items within the budget.

VIII. A. It is agreed by both parties that no reimbursement will be made by the Department until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by the Department. Therefore, a Contractor may not begin work or report for duty until then. Additionally, it is expressly understood and agreed that the obligation of the Department to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds, or of the State of Mississippi to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the State or the Department, the Department shall have the right, upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expenses to the State or the Department of any kind whatsoever, pursuant to the termination clause herein. When and if applicable, it is understood that the contract is void and no payment shall be made in the event that the Mississippi Personal Service Contract Review Board does not approve this contract.

B. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the Mississippi State Department of Health using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

IX. Representation Regarding Contingent Fees and Gratuities: The Contractor represents that it has not retained a person to solicit or secure a contract from the Department upon an agreement or understanding for a commission, percentage, brokerage, or contingency, except as was disclosed in the Contractor's bid or proposal, if the selection of the Contractor was done through a bidding or proposal process. The Contractor also represents that it has not violated, is not currently violating, or will not violate the prohibition against gratuities as set forth in §7-204 of the Mississippi Personal Service Contract Procurement Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi).

X. Salaries and Fringe Benefits: If the contract provides for the payment of salaries and/or fringe benefits (identified as a line item in the contract's budget and/or budget narrative), it is understood by both parties that fringe benefits may be spent only for bona fide retirement programs and employee insurance plans. Before any retirement and/or insurance program is initiated or financed with funds received pursuant to this contract, approval must be obtained from the Department. Insurance plans shall be limited to health, life, unemployment, and workers' compensation. Documentation must be available to the Department of all fringe benefit payments. This clause does not apply where the contract may be used for the payment of salaries and/or fringe benefits, but such were not specifically itemized as budgetary items in the contract.

XI. This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:

The Contractor, at all times, shall be regarded as an Independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the Department, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between the Department and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Department or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Department and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the Department. Neither the Contractor nor its employees, under any circumstances, shall be considered servants or agents of the Department; and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Department shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Department for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the Department. The Department, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the Contractor. If the Department reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.

XII. This section applies only to contracts that require approval from the Mississippi Personal Service Contract Review Board, as follows:

A. Order to Stop Work: The Department may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Department shall either:

i. cancel the stop work order; or

ii. terminate the work covered by such order as provided in the termination clause of this contract.

B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or the contract's price, or both, and the contract shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required to, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

ii. the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage provided that, if the Department decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

XIII. The Contractor shall comply with, and all activities under this contract shall be subject to, all applicable Federal, State, and local laws, rules, and regulations, as now exist and as may be amended or modified, including, but not limited to:

A. The Civil Rights Act of 1964, as amended.

B. §504 of the Rehabilitation Act of 1973, as amended.

C. Title IX of the Educational Amendments of 1972, as amended.

D. The Age Discrimination Act of 1975, as amended.

E. The Omnibus Budget Reconciliation Act of 1981, as amended.

F. Americans with Disabilities Act of 1990 (ADA), as amended.

G. The Drug-Free Workplace Act of 1988, as amended.

H. Presidential Executive Order No. 12549, Certification Concerning Debarment and Suspension.

I. The Pro-Children Act of 1994, Part B (Environmental Tobacco Smoke).

XIV. Certification Regarding Lobbying. The undersigned certify, to their best knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XV. Equal Opportunity: The Contractor understands that the Department is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination on the basis of race, color, creed, sex, age, national origin, physical or mental disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the contract that it will strictly adhere to this policy in its employment practices and provision of services.

XVI. Confidential Information

A. Definition: "Confidential Information" shall mean:

i. those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and

ii. all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Department, and any other information designated in writing as confidential by the Department or the State of Mississippi.

Each party to this contract agrees to protect all confidential information provided by one party to the other, to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of the Department shall result in the immediate termination of this contract.

B. Disclosure: In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This section shall survive the termination or completion of this contract. The parties agree that this section is subject to and superseded by Mississippi Code of 1972, Ann., Section 25-61-I, et. seq. regarding public access to public records.

C. Exceptions: The Contractor and the Department shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("The Disclosing Party") which:

i. is rightfully known to the Contractor prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements;

ii. is generally known or easily ascertainable to non-parties of ordinary skill in the business of the Contractor;

iii. is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

iv. is independently developed by the recipient without any reliance on confidential information;

v. is, or later becomes, part of the public domain or may be lawfully obtained by the Department or the Contractor from any non-party; or

vi. is disclosed with the Disclosing Party's prior written consent.

D. Contractor agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

XVII. Non-Discrimination for HIV/AIDS: As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.

XVIII. Termination:

A. Termination for Convenience:

i. The Department may, when its interests so require, terminate this contract in whole or in part, for the convenience of the Department. The Department shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

ii. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts and any other orders connected with the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Department may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Department. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. Termination for Default:

i. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Department may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Department, the Department may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Department may procure similar supplies or services in a manner and upon terms deemed appropriate by the Department. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

ii. Notwithstanding termination of the contract and subject to any directions from the Department, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.

iii. Payment for completed services delivered and accepted by the Department shall be at the contract price. The Department may withhold from amounts due the Contractor such sums as the Department deems to be necessary to protect the State and the Department against loss because of outstanding liens or claims of former lien holders and to reimburse the Department for the excess costs incurred in procuring similar goods and services.

iv. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reasons of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Department within fifteen (15) days after the cause of the delay and the failure arises out of cause such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; or freight embargoes. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Department shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that but for the terms of the excusable cause, the Contractor's progress and performance would have met the terms of contract, the delivery schedule shall be revised accordingly, subject to the rights of the Department under the clause entitled "Termination for Convenience." As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

v. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Department, be the same as if the notice of termination had been issued pursuant to such clause.

vi. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIX. Applicable Law: This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable Federal, State, and local laws and regulations.

XX. Ownership of Documents and Work Papers: The Department shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created under this contract, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the Department upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department and subject to any copyright protections. By entering into this contract, the Contractor conveys, sells, assigns, and transfers to the Department all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the Department under this contract.

XXI. Attorneys' Fees and Expenses: Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the Department all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Department in enforcing this contract or otherwise reasonably related thereto. The Contractor agrees that under no circumstances shall the Department or the State of Mississippi be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This clause shall not apply to any contracts entered into with another state agency, board, or commission.

XXII. Modifications and Changes in Scope of Work: All modifications to the contract must be made in writing and signed by both parties to the contract. The Department may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

XXIII. Failure to Deliver: In the event of failure of the Contractor to deliver goods or services in accordance with the contract terms and conditions, the Department, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Department may have.

XXIV. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the Department immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Department determines it to be in its best interest to terminate the contract.

XXV. Indemnification: To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Department, members of the Mississippi State Board of Health, and its officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this contract. In the State of Mississippi's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim or suit, the Contractor shall use legal counsel acceptable to the State of Mississippi and to the Department; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State of Mississippi and the Department shall be entitled to participate in said defense. The Contractor shall not settle any claim or suit without the State of Mississippi and the Department's concurrence, which the State of Mississippi and the Department shall not unreasonably withhold.

XXVI. No Limitation of Liability: Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for the damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

XXVII. Recovery of Money: Whenever, under this contract, any sum of money shall be recoverable from or payable by the Contractor to the Department, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Department. The rights of the Department are in addition and without prejudice to any other right the Department may have to claim the amount of any loss or damage suffered by the Department on account of the acts or omissions of the Contractor.

XXVIII. Severability: If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

XXIX. State Property: The Contractor will be responsible for the proper custody and care of any State-owned or State-leased property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the Department for any loss or damage, normal wear and tear excepted.

XXX. Third Party Action Notification: The Contractor shall give the Department prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this contract.

XXXI. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department to create a condition that threatens the health, safety, or welfare of the general public, the Department, its property, or its employees, or for whom the contracted services are to be rendered, the Contractor shall, on being notified by the Department, immediately correct the deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

XXXII. Waiver: No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults. Failure by the Department at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Department to enforce any provision at any time in accordance with its terms.

XXXIII. Anti-Assignment/Subcontracting: The Contractor acknowledges that it was selected by the Department to perform the services required hereunder based, in part, upon the Contractor's skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this contract in whole or in part without the prior written consent of the Department, which the Department may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be null and void. No such approval by the Department of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Department in addition to the total contractual price agreed upon in this contract. Subcontracts shall be subject to the terms and conditions of this contract and to any conditions of approval that the Department may deem necessary. Subject to the foregoing, this contract shall be binding upon the respective successors and assigns of the parties.

XXXIV. Integrated Agreement/Merger: This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and compete understanding of all rights and obligations herein. Accordingly, this contract shall not be construed or interpreted in favor or against the State, the Department, or the Contractor on the basis of draftsmanship or preparation.

XXXV. Notices: All notices required or permitted to be given under this contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address as shown below:

For the Contractor:

Name: Gordon Gollott

Title: Mayor

Organization: City of Gautier

Street Address: 3330 Highway 90

City, State, Zip: Gautier, MS 39553

For the Department:

Name: Roy Hart

Title: Office Director

Agency: MS State Department of Health

Street Address: 805 S. Wheatley Street, Suite 400A

City, State, Zip: Ridgeland, MS 39157

XXXVI. Other terms of this contract are as follows:

N/A

XXXVII. A. Official Signatures for the contract on behalf of the Department are as follows:

Program Director/Originator — Date

Office Director/District Health Officer/District Administrator, or Designee — Date

Director of Health Administration/Chief Administrative Officer — Date

B. Official Signatures for the contract on behalf of the Contractor are as follows:

Contractor's Signature and Title — Date

Contractor's Signature and Title (if applicable) — Date

ATTACHMENT B: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

2. Are any Members of the Governing Body or Project Staff also MSDH employees?

   Check one, only: ☐ YES ☐ NO

3. If Yes, please list the name of the MSDH employee(s) and the position held within the MSDH.

4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of MSDH Employees?

   Check one, only: ☐ YES ☐ NO

5. If Yes, List the Name and Relationship to the MSDH employee:

6. List all other current contracts with MSDH (include $ amount and contract beginning & ending dates):

7. Contractor's Signature:

Signature Date

ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS

Schedule an initial meeting with the local MS Tobacco-Free Project (MTFC) Director and/or the Office of Tobacco Control to discuss contractual obligations by February 1, 2014.

Review the model policy provided by the Americans for Non-Smokers' Rights (ANR). For any changes to the content of the policy, seek technical assistance from statewide partners such as the American Lung Association, American Heart Association, American Cancer Society, and Partnership for a Healthy MS by February 1, 2014.

Schedule a date for the public comments meeting and prepare an agenda by March 1, 2014.

Collaborate with the local MTFC to educate the community on the health consequences of secondhand smoke exposure (ex. Public forum). Inform the community that a comprehensive smoke-free policy is being considered and invite public comments by April 1, 2014.

Upon completion of activities, the City of Gautier must request payment of $5000.00 to the Office of Tobacco Control. The following documents should be submitted to the request for payment:

1. Completed, updated project time line
2. Letter of Agreement between the municipality and the MS Tobacco-Free Coalition
3. Documentation of request to change the model policy (If applicable)
4. Documentation of how the public comments meeting was announced (ex: newspaper article)
5. Minutes and agenda from public comments meeting
6. A signed copy of the comprehensive smoke-free policy (The model policy provided by OTC must be used)
7. List of names and addresses of businesses to which the Business Toolkits were mailed
8. Documentation/receipts of any other expenses incurred

Letter of Agreement between the municipality of <u>Gautier, MS and</u> the Mississippi Tobacco-Free Coalition of <u>Jackson County</u>

This Letter of Agreement verifies that the municipality of <u>Gautier</u> will work collaboratively with the Mississippi Tobacco-Free coalition of <u>Jackson County</u> during education and implementation phase of the Community Smoke-Free Policy Program. The Grantee and the MTFC must agree on the timeline prior to signing this Letter of Agreement.

<u>**Grantee Activities**</u>:

1. Schedule an initial meeting with local MTFC project director and OTC to discuss contractual obligations.

2. Review the model policy provided by OTC and, if applicable, submit a written request to the MTFC project director for approval to change the policy.

3. Advertise to community residents that a smoke-free policy is being considered and invite public comments.

4. Schedule a date for the public comments meeting and prepare an agenda.

5. Business toolkits must be mailed to the city/town's business owners.

<u>**MTFC Responsibilities**</u>

1. Provide technical assistance to the municipality.

2. Provide education and resources.

3. Facilitate communication between the municipality and MSDH.

The undersigned, as authorized representatives of the respective parties, agree to all terms provisions of the agreement.

________________________ ________________

Name/Title of city official Date

________________________ ________________

Name of MTFC Project Director Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATE OF MISSISSIPPI
Minority Vendor Self Certification Form

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: ____

Address: ______________________ Post Office Box: ______________

City: ________________ State: __________ Zip: ________________

Telephone #: ______________ Tax I.D.: ________________________

SAAS Vendor #s (if known): ____________________________________

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57 – 69 and the Small Business Act 15 USCS, Section 637(a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

____APPLICABLE ____NOT APPLICABLE

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise	Women Business Enterprise
_____ A (Asian Indian)	_____ M (Asian Indian)
_____ B (Asian Pacific)	_____ N (Asian Pacific)
_____ C (Black American)	_____ O (Black American)
_____ D (Hispanic American)	_____ P (Hispanic American)
_____ E (Native American)	_____ Q (Native American)
	_____ R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57- 69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: ______________________ Certified by: ______________________

Date: __________ Title: ________________ Name Printed: ______________

Si He

Issue Date March 31, 2002

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

ORDER NUMBER 012-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Bill Bray is hereby appointed to the Gautier Historic Preservation Commission to fill position vacated by Theresa Jackson.

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 January 21, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Babs Logan, Planning Technician

Through: Chandra Nicholson, Director of Economic Development and Planning

Date: January 14, 2014

Subject: Gautier Historic Preservation Commission Appointment

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REQUEST:

The Gautier Historic Preservation Commission would like to request that the City Council consider their recommendation of Bill Bray to fill the position vacated by Theresa Jackson.

BACKGROUND:

Pursuant to the City of Gautier Historic Preservation Commission's Rules of Procedure Section III (B), members who miss three or more meetings per year will be removed from the Commission. Chairman Leonard Fuller has made several attempts to get in touch with Ms. Jackson regarding attendance at the meetings but has been unable to reach her. Because of her absence from more than three meetings he has requested that she be replaced.

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 9 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

Mr. Leonard Fuller, Chairman of the Historic Preservation Commission, has requested that Theresa Jackson be removed from the Commission due to the number of meetings she has not attended. The Rules of Procedure for the Commission states that "Members who miss three or more meetings per year will be removed from the Commission". Her term is set to expire on January 5, 2015. The Gautier Historic Preservation Commission has recommended that Bill Bray be appointed to serve the remainder of her term.

RECOMMENDATION:

The Economic Development and Planning Department staff recommends that City Council approve the appointment of Bill Bray to the Historic Preservation Commission as proposed based on his qualifications and experience.

City Council may:

1) Approve the new appointment to the Historic Preservation Commission as presented; or
2) Disapprove the proposed appointment.

ATTACHMENT:
Bill Bray's Resume'

Bill Bray 2005 Heron Ln, Gautier, MS 39553 228 522-6268

Experience

1989 – 2006

Owner – William G. Bray Insurance Agency, Inc.
Colorado Springs, Colorado

- From standing start developed agency into top 5% of district agencies
- Four time life sales leader
- Tripled agency revenues for each sales representative
- Implemented training courses for new recruits
- **Instructor P/C-Life-Health pre-licensing and continuing education**

1985 – 1989

General Manager – Consulting Organization

- Marketing of technical product lines through various distribution channels
- Developed/implemented strategic business plans for domestic and international channels
- Implemented product positioning, pricing, financial reporting, co-op advertising plans
- Developed distribution channels, public relations and joint venture proposals with corporate giants (ITT, ATT, NEC, Samsung)

1981 – 1985

Vice President National/International Marketing

- Developed/implemented total business plan for profitable product introduction
- Established distribution channels/dealer networks, OEM's and national accounts
- Increased major account sales and gross revenues to highest in company history
- Recruited, trained and managed regional, national and local staff
- Contributed 1/3 of total sales and ½ of operating profit of total corporate operations

Education

- BA – Special Education/Audiology, University of Colorado
- Post-Graduate, Developmental Psychology
- Member, Society for Training and Development
- Instructor for Insurance Pre-licensing/Continuing Education

To: Leonard Fuller, President, Gautier Historical Society

From: Bill Bray

Subject: Resume Synopsis

Leonard listed below are some of the accomplishments and activities I've been involved in since relocating to the Gulf Coast. Also, attached is a resume of past accomplishments prior to our moving to Gautier.

I've served as President of Gautier Pride and as President worked with the City as a catalyst for community development, most notably working with City officials to plan and promote the Streetscape Project of Gautier. This entailed leading Gautier Pride from a city beautification organization to an integral part of the Economic development of the City. This effort included developing community sub committees, creating a Gautier Pride Web Site, and fund raising efforts centering around the City's development of its planned Streetscape and Town Center project.

I serve on the Mullet Festival Committee, participate in the GBA, member of Friends of the library, participated in the bicycle rodeo, assisted in Garden Club activities and participated in the initiative to rename our city park in honor of George Martin. I also serve as the Treasurer of the Gautier Rotary Club and am active in their various community activities. Most recently I am a representative of the Gulf Coast Retirement/Relocation of the HCDC of the Mississippi Gulf Coast. I am also an Instructor of Insurance Pre-licensing/continuing education for the State of Mississippi.

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

ORDER NUMBER 013-2014

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 Project Agreement with the Mississippi Department of Wildlife, Fisheries and Parks for a Recreational Trails Program Grant for Trail Improvements at Shepard State Park.

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

Motion was made by **Councilman Guillotte**, 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 January 21, 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: January 13, 2014

Subject: Authorization for a Project Agreement with the MS Dept. of Wildlife, Fisheries and Parks for a MS Recreational Trails Program Grant

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REQUEST:
The Economic Development and Planning Department requests City Council authorization to enter into a Project Agreement with the Mississippi Department of Wildlife, Fisheries and Parks for a Recreational Trails Program Grant for Trail Improvements at Shepard State Park.

BACKGROUND:
The Recreational Trails Program provides funds to states to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized recreational trail uses. The City of Gautier submitted a grant application for non-motorized use for Shepard State Park trail improvements and was approved for $99,840.00 in funding with an in-kind match of $24,960.00. (The maximum funding amount allowed was $100,000.00.)

DISCUSSION:
The Recreational Trails Program is a reimbursement program that requires grant recipients to pay 100% of the cost before submitting a request for payment for 80% of the eligible costs. The 20% match can be from cash or the donation of materials or services at fair market value. The City plans to use volunteer and staff labor for the required in-kind match.

RECOMMENDATION:
The Economic Development and Planning Department staff recommends that City Council authorize the attached Project Agreement with the Mississippi Department of Wildlife, Fisheries and Parks for the Recreational Trails Program Grant for Shepard State Park Trail Improvements.

City Council may:

1. authorize the attached Project Agreement; or
2. Disapprove the attached Project Agreement.

ATTACHMENT(S):
Notification to Proceed Letter from the MS Dept. of Wildlife, Fisheries and Parks
Project Agreement with the MS Dept. of Wildlife, Fisheries and Parks

MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS

Sam Polles, Ph.D.
Executive Director

January 9, 2014

The Honorable Gordon Gollott
Mayor, City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Recreational Trail Program #28-RTP-0234
Shepard State Park

Dear Mayor Gollott:

Your application for funding assistance from the Recreational Trails Program (RTP) has been finalized. Enclosed you will find two Project Agreements, both of which need to be signed. Return one (1) to this office and keep the second for your files.

This letter and the signed Project Agreement will serve as your notification to proceed with your trail agreement. Construction of the project should start within 60 days on-site and be completed before June 30, 2015. The project should not change in scope and only approved trail related items listed in the project agreement and proposed budget are eligible for reimbursement. Should the scope of the trail project change, please notify this office in writing. The RTP office will notify you in writing if the change is eligible for reimbursement.

If In-Kind services will be used for the match, please contact this office jean@mdwfp.state.ms.us to request the forms that will be used during the project period. Quarterly Progress Reports will be due quarterly, Jan 10, April 10, July 10, Oct 10 - the progress report will be emailed to you two weeks prior to due date.

Please feel free to contact me at 601-432-2225, if you have questions or need assistance with information concerning this project.

Sincerely,

Jean Caraway

Jean Caraway, Administrator
Recreational Trails Program

Enclosures

1505 Eastover Drive • Jackson, Mississippi 39211-6374 • (601) 432-2400

Project Agreement
between
Mississippi Department of Wildlife, Fisheries and Parks
Recreational Trails Program
1505 Eastover Drive
Jackson, MS 39211-6374
and
Project Sponsor

State: **Mississippi**	**Project Number:** 28-RTP-0234
Project Sponsor: The Honorable Gordon Gollott Mayor, City of Gautier 3330 Highway 90 Gautier, MS 39553	**Project Contact:** Patty Huffman phuffman@gautier-ms.gov 228-219-8016 Samantha Abell sabell@gautier-ms.gov
Project Period: January 16, 2014 - June 30, 2015	**Project Stage:** Trail Improvements

Project Title: Shepard State Park Trail Improvements

Project Type: Non-Motorized - Single Use

Project Location: from 1505 Eastover Drive, Jackson MS - Highway 49 South to Highway 90 to Gautier - MS 57 intersects with Highway 90 - approx 4.5 miles to Ladnier Road - turn right - 1.5 miles to Graveline Road turn left.

Project Scope (Description of Project): Trail cost / design / development include limited engineering fees, (up to 8% of total PROJECT agreement cost) site preparation. Repair approximately 5000 linear feet of existing trail - removal of trees and bridge construction, rental equipment (bobcat, pile driver, walk behind compactor, marker/sign footings - concrete, Boardwalk / piling - (8") 1500 lf, piling - (10") 260 lf, 2400 concrete pavers, drainage pipe, 100 trail markers, trail map, utility trailer to maintain trail, and other trail amenities as approved - ADA Compliance - 1 marked Handicap Parking Space per 25 parking spaces and Required Recreational Trail Program Signage.

Project Cost 80/20 Reimbursement		**Project Sponsor:** Mayor, City of Gautier
RTP Reimbursement	$99,840.00	
Sub recipient Share	$24,960.00	Gordon Gollott Date
Total Agreement Cost	$124,800.00	Jean Caraway
Total Project Cost		Jean Caraway, RTP Administrator jean@mdwfp.state.ms.us Date:01/08/2014 Agreement Prepared

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

ORDER NUMBER 014-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the final Summary Change Order to close out the Hurricane Katrina Community Revitalization Streetscape Project #R-109-192-01-KCR is hereby approved.

IT IS FURTHER ORDERED that approval of the final Summary Change Order is contingent upon MDA approval.

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 January 21, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Patty Huffman, Grants and Projects Manager

Through: Chandra Nicholson, Economic Development & Planning Director

Date: January 15, 2014

Subject: Streetscape Project #R-109-192-01-KCR Final Summary Change Order for Project Close-Out

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REQUEST:

A final Summary Change Order to close out the Hurricane Katrina Community Revitalization Streetscape Project #R-109-192-01-KCR is presented for City Council approval.

DISCUSSION:

A final Summary Change Order is needed to revise all quantities to final actual installed amounts to close-out the project.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the final Summary Change Order for the Streetscape Project as attached in order to finalize the project.

City Council may:

1) Approve the Summary Change Order for the Streetscape Project as presented; or
2) Disapprove the Summary Change Order for the Streetscape Project

ATTACHMENT(S):

Change Order Request Form

Change Order Request Form

Applicant Name:	City of Gautier
Project Description:	Gautier Downtown Streetscape – Phase 2
Contract Number:	CDBG Project No. R-109-192-01-KCR
Change Order Request Number:	Eleven - Summary

Please include the following information:

REQUIRED INFORMATION	EXPLANATION
Description of the change	Summary Change Order to revise all quantities to final actual installed amounts.
A justification of the need for the change	Summary Change Order to revise all quantities to final actual installed amounts.
A justification of the need for time extension	No time extension requested.
Revised plans, specifications, and contract documents as needed	
Engineering computations and sketches, if necessary to justify the change	
Contractor certification in writing that the cost of the change order has been analyzed and found to be unreasonable	

Signatures:

	Signature:	Date:
Contractor		
Responsible Entity		
DRD Staff		
DRD Bureau Manager		

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

ORDER NUMBER 015-2014

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 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 January 21, 2014.

Docket of Claims

Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	140701	01/21/2014	01/03/2014			78.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	TEC CARB:GENERATOR	542756	12/23/2013		78.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S HOME CENTER'S, INC.	140704	01/21/2014	01/03/2014			814.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	UTILITY DUCK TAPE(3)	902903	11/25/2013		10.50
001-205-560	BOX COVER(2),FLEX CONNECTOR(2)	902820	11/25/2013		12.72
001-205-560	GFCI OUTLET(2)	902861	11/25/2013		30.36
001-170-559	GAUGE(2),SCREWS,LIGHT SET(4)	903206	11/25/2013		61.21
001-170-559	OUTLET,ADAPTER	913905	11/26/2013		17.99
001-201-576	CULVERT SUPPLIES:SOUNDVIEW	902004	11/26/2013		31.56
001-201-576	CULVERT SUPPLIES:SOUNDVIEW	902126	11/27/2013		13.84
001-201-559	UTILITY GLOVES(2)	915561	11/27/2013		18.94
001-205-560	100 CT STRING LIGHTS(2)	902801	12/02/2013		75.88
001-205-560	DESIGN HOOK	902968	12/03/2013		8.52
001-205-559	SUPPLIES: WATER HEATER	902958	12/03/2013		27.47
001-170-635	SUPPLIES: WATER HEATER	902021	12/03/2013		38.54
001-201-576	CULVERT SUPPLIES:SOUNDVIEW	902054	12/04/2013		9.06
001-201-576	CULVERT SUPPLIES:SOUNDVIEW	902111	12/04/2013		85.21
001-205-560	ASST SCREW(3),CONDUIT STRAP(4)	903433	12/05/2013		19.33
001-201-576	CULVERT SUPPLIES:SOUNDVIEW	902252	12/05/2013		29.82
001-205-559	1250CT STAPLE BOX(2)	902399	12/06/2013		5.75
001-205-560	4PK PLASTIC YARD STAKES	902992	12/10/2013		4.73
001-205-560	1250CT STAPLE BOX(2)	902045	12/10/2013		5.75
001-170-635	RELIEF VALVE: WATER HEATER	902013	12/10/2013		11.86
001-201-559	PUSHBROOM,UTILITY GLOVE	913582	12/10/2013		23.70
001-170-559	KOBALT MINI TOOL(2)	902201	12/11/2013		3.76
001-205-559	GLOVES,13W LIGHTS	902251	12/11/2013		27.31
001-201-576	FENCING,MORTAR REPAIR,FLOAT	902354	12/12/2013		31.38
001-201-576	MORTAR REPAIR	902987	12/16/2013		5.00
001-201-576	CEMENT,CONCRETE MIX	902105	12/17/2013		12.72
001-201-576	CONCRETE MIX(2)	903644	12/18/2013		6.92
001-201-576	MASONRY CEMENT,CONCRETE MIX(3)	902319	12/18/2013		21.02
001-205-559	HEATER ELEMENT SCREW	902995	12/23/2013		9.19
001-170-559	TOOL SET,CERAMIC HEATER	913525	12/23/2013		66.45
001-161-638	6GAL ELECTRIC AIR COMPRESSOR	902052	12/23/2013		94.05
001-201-576	CREDIT ON ACCOUNT	12252013	12/25/2013		-5.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	140730	01/21/2014	01/06/2014			42.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	760236	01/01/2014		42.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	INFORMATION TECHNOLOGY SERVICE	140732	01/21/2014	01/06/2014			224.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-640	DEC 2013	5224370	12/31/2013		224.00

Docket of Claims
Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date / Invoice #	Claim Number / Date	Check Number / P.O.	Claim Amount	Approved/Disapproved
001	G&K SERVICES INC			140733	01/21/2014	01/06/2014			257.55	
		001-205-535	MAINTENANCE			1033441736	12/02/2013			51.51
		001-205-535	MAINTENANCE			1033443886	12/09/2013			51.51
		001-205-535	MAINTENANCE			1033446027	12/16/2013			51.51
		001-205-535	MAINTENANCE			1033448163	12/23/2013			51.51
		001-205-535	MAINTENANCE			1033450318	12/30/2013			51.51
001	AUTO TRUCK AND TRAILER PARTS INC			140735	01/21/2014	01/06/2014			174.41	
		001-161-638	SPRING			238998	12/09/2013			6.39
		001-100-570	BATTERY: #11762			238867	12/16/2013			99.00
		001-161-638	O-RING			239145	12/16/2013			26.55
		001-161-638	SEAL KIT: #33			239150	12/16/2013			42.47
001	BELL AUTO PARTS, INC.			140737	01/21/2014	01/06/2014			502.01	
		001-100-570	FRONT BRAKE ROTOR(2),BRAKE PAD			40072	12/04/2013			97.75
		001-100-570	REAR BRAKE ROTOR(2),BRAKE PAD			40073	12/05/2013			97.75
		001-100-570	REAR BRAKE ROTOR(2),BRAKE PAD			40074	12/06/2013			97.75
		001-161-638	1GAL ROTELLA OIL(4)			40095	12/23/2013			84.00
		001-170-638	1 CASE TRANS FLUID			40098	12/23/2013			63.00
		001-170-638	1 CASE MOTOR OIL,FILTER(2)			40097	12/23/2013			61.76
001	O'REILLY AUTO PARTS			140739	01/21/2014	01/07/2014			523.25	
		001-090-638	BATT TERM:#909			1978317770	12/03/2013			4.99
		001-100-570	STOPLIGHT SW:#109			1978317827	12/04/2013			10.17
		001-100-570	BATTERY,LIGHT SOCKET:#14398			1978317837	12/04/2013			97.03
		001-100-570	THREAD KIT			1978317890	12/04/2013			21.99
		001-170-638	OIL FILTER,5QT MOTOR OIL(2)			1978317892	12/04/2013			41.61
		001-100-570	BATTERY:#11762			1978317985	12/05/2013			99.99
		001-161-638	GEAR LUBE(2),SILICONE			1978318307	12/09/2013			18.27
		001-100-570	TEMP ACTUATR			1978318414	12/10/2013			132.05
		001-100-570	CREDIT RTN:TEMP ACTUATR			1978318415	12/10/2013			-132.05
		001-100-570	TORX BIT SET			1978318425	12/10/2013			37.99
		001-100-570	HEAD LT SWCH:CHRY 300			1978318568	12/12/2013			55.99
		001-170-639	BOLT(2)			1978318578	12/12/2013			7.98
		001-100-570	OIL FILTER(2):#14435			1978318661	12/13/2013			7.38
		001-161-638	FUEL FILTER			1978318986	12/16/2013			27.42
		001-161-638	DIESEL SPLMT			1978318987	12/16/2013			14.99
		001-100-570	CAPSULE(4)			1978319175	12/18/2013			23.96
		001-100-570	BRAKE CLN(12),DEGREASER			1978319393	12/20/2013			36.57
		001-170-559	BOLT(2),CARBON STEEL			1978319399	12/20/2013			10.97
		001-170-559	BOLT(2)			1978319418	12/20/2013			4.98
		001-170-639	TIRE VALVE			1978317935	12/05/2013			.97

Docket of Claims
Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION, INC	140743	01/21/2014	01/07/2014			1,067.13	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 / 3.01 TN ASPHALT FOB			17257	12/31/2013			225.75
	001-201-576 / 12.74 CY FILL DIRT FOB			17257	12/31/2013			152.88
	001-201-576 / 22.95 TN SACTUN A-BASE FOB			17257	12/31/2013			688.50
001	JOE'S GARAGE	140746	01/21/2014	01/10/2014			12.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 / FLAT REPAIR: #125			13246	12/23/2013			12.00
001	DELTA SANITATION OF MS, LLC	140748	01/21/2014	01/13/2014			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 / FRAZIER PORT O LET			0000356476	12/31/2013			175.00
001	AIRGAS USA, LLC	140749	01/21/2014	01/13/2014			189.66	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 / CYLINDER RENTAL			9915412701	12/31/2013			189.66
001	DPS CRIME LAB	140750	01/21/2014	01/13/2014			50.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / ANALYTICAL FEES			71114CL789	01/08/2014			50.00
001	DOGAN & WILKINSON PLLC	140753	01/21/2014	01/15/2014			7,916.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 / JAN 2014 RETAINER FEE			621-0023F	01/14/2014			7,916.67
001	JACKSON COUNTY CHAMBER OF COMMERCE	140754	01/21/2014	01/15/2014			1,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / LEADERSHIP JC TUITION:COCHRAN			22490	12/20/2013			1,000.00
001	LLOYD B MARSHALL, JR. CPA	140755	01/21/2014	01/15/2014			2,286.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-600 / PROGRESS PMT FY 2013			8	01/14/2014			2,286.00
001	GULF COAST COUNCIL OF GARDEN CLUBS	140756	01/21/2014	01/15/2014			500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-645 / 2014 SPRING PILGRIMAGE			03242014	12/15/2013			500.00
001	MS DEPT OF FINANCE & ADMIN	140774	01/21/2014	01/15/2014			33,529.10	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 / DEC 2013 COURT ASSESSMENTS			12312013	01/07/2014			33,529.10
001	MS DEPT OF PUBLIC SAFETY	140775	01/21/2014	01/15/2014			217.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 / DEC 2013 SPECIAL ASSESSMENTS			12312013	01/07/2014			217.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY,INC	140777	01/21/2014	01/15/2014			833.33	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-645 / DEC 2013 CLUB SUPPORT			12312013	01/13/2014			833.33

Docket of Claims

Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	140782	01/21/2014	01/15/2014			195.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	JAN 2014 23421-102608-02-6	01112014	01/06/2014		195.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	140783	01/21/2014	01/15/2014			1,457.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-605	CITY MGR CELL PHONES	0030759348	12/31/2013		123.86
001-022-605	HR CELL PHONES	0030759348	12/31/2013		123.86
001-040-605	CITY CLERK CELL PHONES	0030759348	12/31/2013		227.20
001-090-605	ECON DEV CELL PHONES	0030759348	12/31/2013		324.22
001-100-605	POLICE CELL PHONE	0030759348	12/31/2013		99.03
001-161-605	FIRE DEPT CELL PHONES	0030759348	12/31/2013		235.57
001-170-605	RECREATION CELL PHONES	0030759348	12/31/2013		88.77
001-205-605	MAINT CELL PHONES	0030759348	12/31/2013		26.84
001-022-559	LIFEPROOF CASE	0030759348	12/31/2013		69.55
001-040-559	LP CASE (2), CHARGERS (2)	0030759348	12/31/2013		138.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FEDERAL EXPRESS	140786	01/21/2014	01/15/2014			21.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-607	PRIORITY OVERNIGHT	251455695	01/01/2014		21.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	140787	01/21/2014	01/15/2014			3,381.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP40148270	01/06/2014		38.61
001-100-525	UNL FUEL	NP40148270	01/06/2014		2,926.51
001-161-525	UNL & DSL FUEL	NP40148270	01/06/2014		251.11
001-170-525	DSL FUEL	NP40148270	01/06/2014		16.30
001-205-525	UNL & DSL FUEL	NP40148270	01/06/2014		149.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	140790	01/21/2014	01/15/2014			3,901.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP40199412	01/13/2014		111.05
001-092-525	UNL FUEL	NP40199412	01/13/2014		29.76
001-100-525	UNL FUEL	NP40199412	01/13/2014		3,082.05
001-161-525	UNL & DSL FUEL	NP40199412	01/13/2014		408.21
001-170-525	UNL & DSL FUEL	NP40199412	01/13/2014		139.79
001-205-525	UNL & DSL FUEL	NP40199412	01/13/2014		131.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	IBM CORPORATION	140793	01/21/2014	01/15/2014			816.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-730	AS400 PMT FEB 2014	I2651FK	01/01/2014		816.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	IBM CORPORATION	140794	01/21/2014	01/15/2014			409.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	MAINT CONTRACT:01/01-05/11/14	I404842	01/05/2014		409.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	140795	01/21/2014	01/16/2014			10,118.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-696	DEC 2013 ADC CHGS	12312013	01/07/2014		10,010.00
001-010-696	PHARMACY CHARGES	12312013	01/07/2014		108.30

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Fund	Name of Claimant / Account Number	Description	Trans #	Release Date	Claim Date / Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved (Amount)
001	PITNEY BOWES GLOBAL FINANCIAL SERVS		140796	01/21/2014	01/16/2014			453.00	
	001-092-698	LEASE PMT:POSTAGE MACHINE			1 591247DC13	01/03/2014			423.00
	001-092-698	PROGRAM FEES			1 591247DC13	01/03/2014			30.00
001	SBM REPORTING, LLC		140797	01/21/2014	01/16/2014			175.00	
	001-090-698	01/02/14 PLANNING MTG			MK213	01/03/2014			175.00
001	SECURE NETWORKS LLC		140798	01/21/2014	01/16/2014			2,280.00	
	001-092-698	FEB 2014 NETWORK SERVICES			1936	12/13/2013			2,280.00
001	SINGING RIVER ANIMAL HOSPITAL		140799	01/21/2014	01/16/2014			12.50	
	001-100-514	BALANCE - MEDICAL SERVICES			70366	01/03/2014			12.50
001	SOUTHERN PEST CONTROL INC		140800	01/21/2014	01/16/2014			333.30	
	001-092-698	CITY FACILITIES			272518	01/07/2014			333.30
001	SYSCON INC		140801	01/21/2014	01/16/2014			1,475.00	
	001-010-698	JAN 2014 COURT SUPPORT			1-24173	01/02/2013			1,475.00
001	MS DEPT OF TRANSPORTATION		140804	01/21/2014	01/16/2014			2,887.25	
	001-000-104	STP-9167-00(004) 104352-301000			FINAL PMT	01/07/2014			2,700.00
	001-201-576	MGCCC LIGHTING PROJECT			FINAL PMT	01/07/2014			187.25
001	ALABAMA MEDIA GROUP		140805	01/21/2014	01/16/2014			49.92	
	001-040-615	NOTICE:AMEND UDO (MURC-MW)			06053250	12/29/2013	140260		7.44
	001-090-615	HEARING:CU MAJOR-THE BOATMAN			06050157	12/18/2013	140264		20.76
	001-090-615	HO NOTICE: SARA JONES			06048819	12/15/2013			21.72
001	GALLS LLC		140806	01/21/2014	01/16/2014			1,206.09	
	001-100-559	SL SIII HOLSTER BW (2)			BC0046137	12/30/2013	140252		304.20
	001-100-559	SL INNER DUTY BELT BW (2)			BC0046137	12/30/2013	140252		73.80
	001-100-559	SL DUTY BELT LP070 BW (2)			BC0046137	12/30/2013	140252		153.98
	001-100-559	DBL MAGAZINE CASE BW (2)			BC0046137	12/30/2013	140252		72.00
	001-100-559	MACE 3 SPRAY HOLDER BW (2)			BC0046137	12/30/2013	140252		67.98
	001-100-559	SINGLE CUFF CASE BW (2)			BC0046137	12/30/2013	140252		44.80
	001-100-559	HIDDEN SNAP KEEPERS BW (2)			BC0046137	12/30/2013	140252		67.98
	001-100-559	EXP BATON HOLDER 21' BW (2)			BC0046137	12/30/2013	140252		36.80
	001-100-559	EXP BATON BA 035 (2)			BC0046137	12/30/2013	140252		189.98
	001-100-559	RADIO HOLDER LP005 (3)			BC0046137	12/30/2013	140252		152.97
	001-100-559	S&W HANDCUFFS RS 021 (2)			BC0046137	12/30/2013	140252		41.60

TLM GLMCLM17 01/16/2014 16:53 ACCOUNTING CURRENT YEAR

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Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTH MISSISSIPPI BUSINESS MACHINES, INC	140807	01/21/2014	01/16/2014			39.00	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	AR-SC1 STAPLES		AR222007	01/15/2014	140240		39.00
001	CUMMINS MID-SOUTH INC.	140808	01/21/2014	01/16/2014			243.10	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	REPAIR ENGINE 2		010-26917	01/10/2014	140319		243.10
001	KATHY'S FRAME WORKS	140809	01/21/2014	01/16/2014			92.59	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	K9 MEMORIAL: ROCKO		30346	01/03/2014	140289		92.59
001	HATTIESBURG COMPUTER SUPPLIES INC.	140811	01/21/2014	01/16/2014			202.50	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	LASER W2 FORMS 5209		9063	01/11/2014	140265		84.00
	001-040-500	W2 ENVELOPES 99991		9063	01/11/2014	140265		69.00
	001-040-500	1099 FORMS 5145		9063	01/11/2014	140265		39.00
	001-040-500	FREIGHT		9063	01/11/2014	140265		10.50
001	ANIMAL CARE EQUIPMENT &	140812	01/21/2014	01/16/2014			144.60	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-689	1/2 CC DART		23585	01/14/2014	140312		40.50
	001-090-689	1 CC PNEU DART		23585	01/14/2014	140312		40.50
	001-090-689	BEAR SCARE DART		23585	01/14/2014	140312		16.00
	001-090-689	SNAKE HOOK		23585	01/14/2014	140312		30.50
	001-090-689	SHIPPING		23585	01/14/2014	140312		17.10
001	MISSISSIPPI WHOLESALE TROPHIES, INC.	140813	01/21/2014	01/16/2014			403.69	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	2 TONE NAME/SERVING BAR (6)		2184	01/10/2014	140286		169.20
	001-100-535	SHIPPING		2184	01/10/2014	140286		2.39
	001-161-535	B493 BADGE CHIEF		2212	11/11/2013	140134		93.50
	001-161-535	A2547 COLLAR BRASS (2)		2212	11/11/2013	140134		90.00
	001-161-535	B1695 NAME BAR:JONES,R		2212	11/11/2013	140134		48.60
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	140814	01/21/2014	01/16/2014			112.00	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	NAME PLATES: PLANNING COMM		18864	01/08/2014	140249		112.00
001	GREGG'S AFFORDABLE AUTO GLASS	140815	01/21/2014	01/16/2014			185.00	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WINDOW REPAIR: U# 14435		29945	01/07/2014	140294		25.00
	001-100-638	REPL WINDSHIELD: 09 CHARGER		29941	01/08/2014	140287		160.00
001	PASCAGOULA TIRE & SERVICE	140816	01/21/2014	01/16/2014			1,739.80	________
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	4 FS DESTINATIONS: #13408		57243	01/14/2014	140318		785.24
	001-100-638	4 FS FIREHAWKS: #107		57222	01/14/2014	140318		477.28
	001-100-638	4 FS FIREHAWKS: #14399		57221	01/14/2014	140310		477.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COMM-TECH SOLUTIONS INC	140818	01/21/2014	01/16/2014			7,304.34	
001	CUPIT SIGNS INC	140820	01/21/2014	01/16/2014			350.00	
001	GLOBE	140822	01/21/2014	01/16/2014			619.95	
001	MEDWORKS OCCUPATIONAL CLINIC	140823	01/21/2014	01/16/2014			150.00	
001	CLAY'S PRINT SHOP	140825	01/21/2014	01/16/2014			125.00	
001	ECONOMY BOOTS SALES & SERVICE	140827	01/21/2014	01/16/2014			200.00	

COMM-TECH SOLUTIONS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-704	TELEPHONE SYSTEM	14567	12/05/2013	140228	7,304.34

CUPIT SIGNS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	BASEBALL REGISTRATION BANNERS	9649	01/10/2014	140306	350.00

GLOBE

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	REPAIR TURNOUT JACKETS (7)	1120801	01/02/2014	140258	572.45
001-161-535	SHIPPING	1120801	01/02/2014	140258	47.50

MEDWORKS OCCUPATIONAL CLINIC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	PRE EMP PHYSICAL:BURIG,R	7286	01/02/2014	140229	50.00
001-100-604	DRUG SCREEN:BURIG,R	7286	01/02/2014	140229	25.00
001-100-604	PRE EMP PHYSICAL:JOHNSON,A	7286	01/02/2014	140229	50.00
001-100-604	DRUG SCREEN:JOHNSON,A	7286	01/02/2014	140229	25.00

CLAY'S PRINT SHOP

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	DECALS/GRAPHICS: UNIT 11760	12523	12/31/2013	140262	125.00

ECONOMY BOOTS SALES & SERVICE

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	DUTY BOOTS: RODRIGUEZ,M	32670	12/20/2013	140253	100.00
001-100-535	DUTY BOOTS: SMITH,C	32671	12/20/2013	140253	100.00

FUND TOTAL 1 Claims to Checks 52 Total 91,478.33 Manual Held Total 91,478.33

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
012	LANE CONSTRUCTION CO OF MS INC	140760	01/21/2014	01/15/2014			240,596.64	________

Account Number	Description	Invoice #	Date	P.O.	Amount
012-021-750	STREETSCAPE PII	20	01/10/2014		240,596.64

FUND TOTAL 12 Claims to Checks 1 Total 240,596.64 Manual Held Total 240,596.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	DAN HENSARLING, INC	140773	01/21/2014	01/15/2014			38,122.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-756	CONSTRUCTION:NEW FIRE STN	12	12/26/2013		38,122.75

FUND TOTAL 130 Claims to Checks 1 Total 38,122.75 Manual Held Total 38,122.75

Docket of Claims
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Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
176	LOWE'S HOME CENTER'S, INC.			140726	01/21/2014	01/03/2014				196.10	
		176-170-559	BREAKER(2)				902145	11/27/2013			7.53
		176-170-559	LIGHT SET(6)				915906	12/10/2013			17.04
		176-170-559	MOTOR OIL,RATCHET SET				913971	12/11/2013			34.15
		176-170-559	HD SHOWER LINER(8),BATH MAT				913970	12/11/2013			90.07
		176-170-559	TOILET REPAIR KIT				902170	12/11/2013			29.35
		176-170-559	FORK LATCH(2),BOLT,FRAME HINGE				919178	12/16/2013			17.96
176	BELL AUTO PARTS, INC.			140736	01/21/2014	01/06/2014				336.82	
		176-170-639	IDLER PULLEY(3)				40075	12/03/2013			86.76
		176-170-639	IDLER PULLEY(3)				40076	12/04/2013			86.22
		176-170-639	IDLER PULLEY(2),SLEEVE(4)				40077	12/05/2013			83.48
		176-170-638	2 CYCLE OIL(2)				40096	12/23/2013			80.36
176	AD2 INC			140776	01/21/2014	01/15/2014				140.00	
		176-170-699	HOST FEE JAN 2014				2349	01/15/2014			25.00
		176-170-699	SHOPPING CART JAN 2014				2349	01/15/2014			115.00
176	C SPIRE WIRELESS			140784	01/21/2014	01/15/2014				227.19	
		176-170-605	CELL PHONES				0030759348	12/31/2013			227.19
176	FUELMAN OF MS			140788	01/21/2014	01/15/2014				133.98	
		176-170-525	DSL FUEL				NP40148270	01/06/2014			133.98
176	FUELMAN OF MS			140791	01/21/2014	01/15/2014				238.27	
		176-170-525	UNL & DSL FUEL				NP40199412	01/13/2014			238.27
176	CUPIT SIGNS INC			140821	01/21/2014	01/16/2014				575.90	
		176-170-513	DS 24X18 CORPLAST				9422	11/01/2013	140066		59.96
		176-170-513	3X6 BANNERS				9422	11/01/2013	140066		350.00
		176-170-513	2X3 DS COROPLAST				9422	11/01/2013	140066		99.96
		176-170-513	2X4 BANNERS				9422	11/01/2013	140066		65.98

FUND TOTAL 176 Claims to Checks 7 Total 1,848.26 Manual Held Total 1,848.26

Docket of Claims
Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S HOME CENTER'S, INC.	140702	01/21/2014	01/03/2014			70.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	STEEL PRY BAR		902890	11/25/2013			13.28
	400-651-585	CONCRETE MIX		902331	12/12/2013			2.30
	400-651-559	PAPER TOWEL,SHOVEL,STEEL PICK		903682	12/20/2013			55.02
400	ACCESS 24 MISSISSIPPI,INC	140731	01/21/2014	01/06/2014			270.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SERVICE 01/01-01/28/14		131300125	01/01/2014			270.30
400	G&K SERVICES INC	140734	01/21/2014	01/06/2014			34.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	UNIFORMS		1033441736	12/02/2013			6.83
	400-651-559	UNIFORMS		1033443886	12/09/2013			6.83
	400-651-559	UNIFORMS		1033446027	12/16/2013			6.83
	400-651-559	UNIFORMS		1033448163	12/23/2013			6.83
	400-651-559	UNIFORMS		1033450318	12/30/2013			6.83
400	WASTE MANAGEMENT OF MS-GLF COAST INC	140741	01/21/2014	01/07/2014			371.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	ROLL OFF-TIMBERLANE		0584588213	01/01/2014			371.26
400	BAY ICE	140747	01/21/2014	01/13/2014			39.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	REFILL ICE 50 @ .79		510752	12/20/2013			39.50
400	DPC ENTERPRISES, L.P.	140751	01/21/2014	01/15/2014			596.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-580	CHLORINE 150# CYL		2120003414	01/07/2014			596.37
400	C SPIRE WIRELESS	140785	01/21/2014	01/15/2014			206.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONES		0030759348	12/31/2013			206.66
400	FUELMAN OF MS	140789	01/21/2014	01/15/2014			59.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP40148270	01/06/2014			59.43
400	FUELMAN OF MS	140792	01/21/2014	01/15/2014			169.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-525	UNL FUEL		NP40199412	01/13/2014			169.43
400	COMPANION PROPERTY & CASUALTY GROUP	140802	01/21/2014	01/16/2014			7,641.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-625	COMMERCIAL PROPERTY		0003631775	01/03/2014			7,641.60
400	JACKSON COUNTY UTILITY AUTHORITY	140803	01/21/2014	01/16/2014			117,586.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JAN 2014 TREATMENT CHGS		34250	12/11/2013			116,959.00
	400-651-668	FY 2013 ACTUAL FLOW ADJ		34250	12/11/2013			627.00

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Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HD SUPPLY WATERWORKS, LTD	140810	01/21/2014	01/16/2014			864.90	
400	SECURE NETWORKS LLC	140819	01/21/2014	01/16/2014			325.00	
400	COBURN'S	140824	01/21/2014	01/16/2014			1,301.86	
400	LYMAN WELL COMPANY	140828	01/21/2014	01/16/2014			1,200.00	

HD SUPPLY WATERWORKS, LTD

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	8" FLANGED GATE VALVE	B875486	01/02/2014	140247	658.00
400-651-583	4" FERNCO	B875486	01/02/2014	140247	35.00
400-651-581	3/4 CTS TO IPS BRASS COMP	B875486	01/02/2014	140247	168.40
400-651-581	3/4 METER GASKETS	B875486	01/02/2014	140247	3.50

SECURE NETWORKS LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-559	DELL OPTIPLEX GX620:HOOKS,M	1953	01/12/2014	140305	300.00
400-651-559	SHIPPING	1953	01/12/2014	140305	25.00

COBURN'S

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	5/8 X 3/4 WATER METER	606490591	12/26/2013	140248	480.00
400-651-581	SCH 40 PVC 90 2"	606490591	12/26/2013	140248	5.16
400-651-581	TEFLON TAPE	606490591	12/26/2013	140248	8.16
400-651-581	3/4 CTS MALE ADAPT/BRASS	606531837	01/14/2014	140288	99.92
400-651-581	3/4 CTSA FEMALE ADAPT/BRASS	606531837	01/14/2014	140288	105.12
400-651-581	3/4 METER COUP BRASS	606531837	01/14/2014	140288	65.40
400-651-581	4" SCH 40 KNOCK ON	606531837	01/14/2014	140288	192.32
400-651-581	RAIN OR SHINE	606531837	01/14/2014	140288	107.28
400-651-581	PURPLE PRIMER	606531837	01/14/2014	140288	84.00
400-651-583	4" PVC SDR FEMALE	606531837	01/14/2014	140288	27.72
400-651-583	4" PVC SDR THREADED PLUG	606531837	01/14/2014	140288	16.80
400-651-583	4" SHC 80 GLUE COUP	606531837	01/14/2014	140288	78.48
400-651-583	HEAVY DUTY PINCH BAR	606531837	01/14/2014	140288	31.50

LYMAN WELL COMPANY

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	FLUSH WESTGATE WATER WELL	17404	11/12/2013	140156	1,200.00

FUND TOTAL 400 Claims to Checks 15 Total 130,737.06 Manual Held Total 130,737.06

Docket of Claims
Release date from 01/21/2014 thru 01/21/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS, LLC	140738	01/21/2014	01/07/2014			81,786.59	
404	APPLEWHITE IND	140742	01/21/2014	01/07/2014			40.00	

DELTA SANITATION OF MS, LLC:

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	DEC 2013 RES GARBAGE SERV	7439	12/31/2013		78,787.68
404-677-693	DEC 2013 RES CART RENTAL	7439	12/31/2013		2,804.23
404-677-693	DEC 2013 COM CART RENTAL	7439	12/31/2013		194.68

APPLEWHITE IND:

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	DEC 2013 20 @ 2.00	1771	12/31/2013		40.00

FUND TOTAL 404 Claims to Checks 2 Total 81,826.59 Manual Held Total 81,826.59

Docket of Claims
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SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	52	Total	91,478.33	Manual	Held	Total	91,478.33
FUND 12 Claims	to	Checks	1	Total	240,596.64	Manual	Held	Total	240,596.64
FUND 130 Claims	to	Checks	1	Total	38,122.75	Manual	Held	Total	38,122.75
FUND 176 Claims	to	Checks	7	Total	1,848.26	Manual	Held	Total	1,848.26
FUND 400 Claims	to	Checks	15	Total	130,737.06	Manual	Held	Total	130,737.06
FUND 404 Claims	to	Checks	2	Total	81,826.59	Manual	Held	Total	81,826.59
Total for all Funds		Checks	78	Total	584,609.63	Manual	Held	Total	584,609.63

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

ORDER NUMBER 016-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713 (Old Shell Landing Sewer Improvements) Certificate of Substantial Completion and/or Change Order No. 1 and Seymour Engineering Amendment No.1 to replace 11 old air relief valves along Old Shell Landing Road.

IT IS FURTHER ORDERED that the change order will extend the contract length as its completion date has passed.

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 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 January 21, 2014.

SEYMOUR
ENGINEERING
CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
SE
925 Tommy Munro Dr., Ste. G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free 888-385-2350

December 19, 2013

Samantha D. Abell, City Manager
City of Gautier
Gautier City Hall
3330 Highway 90
Gautier, MS 39553

Re: Ocean Beach Estates and Shell Landing Wastewater Collection Systems
CIAP # MS.30.713 (Old Shell Landing Sewer Improvements)
Certificate of Substantial Completion and/or Change Order No. 1
and Seymour Engineering Amendment No. 1

Dear Ms. Abell:

Attached you will find a change order for the above referenced project. The City asked us for a change order for the contractor to replace 11 old air relief valves along Old Shell Landing Road. The change order will extend the contract length as its completion date has passed. The dollar amount of the contract will decrease as our conservative estimates of quantities for the unit price contract will not be all be used leaving quite a bit of money available for the additional work. See the detail sheet attached to the change order form. The final pay request has not been submitted yet, and it is likely to increase the dollar savings even further than detailed on the change order.

If the City chooses not to accept the change order, than it is appropriate to approve the substantially complete form that is also attached. The work in the original contract has been substantially completed.

Also attached is an engineering amendment to Seymour Engineering's contract with the City. The extended contract time to install the air relief valves will require more time for both me as project manager and our resident project representative who observes the field work. The dollars amount of the engineering amendment is to cover those additional engineering manhours.

Respectfully submitted,

SEYMOUR ENGINEERING

Edward L. (Ned) Hogg

Edward L. (Ned) Hogg, P.E.

Attachments – (3) Original Change Order No. 1 and Detail Sheet
Seymour Engineering Amendment No. 1 to Contract
Certificate of Substantial Completion

SEYMOUR
ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

SE

925 Tommy Munro Dr., Ste. G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free 888-385-2350

EXHIBIT "A"
AMENDMENT NO. 1

AGREEMENT BETWEEN CITY OF GAUTIER, MISSISSIPPI AND SEYMOUR ENGINEERING

An Agreement was executed on July 17, 2012, by and between City of Gautier, Mississippi and Seymour Engineering for professional services in connection with project number CIAP- MS 30.713 Ocean Beach Estates and Shell Landing Wastewater Collection System (Old Shell Landing).

This Amendment shall revise the scope of work to provide for the construction observation and administration of the installation of eleven (11) air relief valves.

The compensation due to Seymour Engineering shall be revised to allow for payment of a \$3,750.00 as outlined above.

That Exhibit A of the Contract is amended to reflect a total compensation of \$48,750.00.

This Amendment No. 1 is approved on this the 22 day of January, ~~2013~~ 2014.

Mark M. Seymour, Jr., P.E.
Seymour Engineering

Samantha D. Abell
City of Gautier

ATTEST:

Mary A Hayward

CHANGE ORDER

PROJECT: Ocean Beach Estates and Old Shell Landing Waste Water Collection Systems - Old Shell Landing Sewer Improvements

DATE: December 17, 2013

To Contractor: Hudson Contracting ., Inc.

CIAP PROJECT NO: MS.30.713

CONTRACT DATE: August 5, 2013

CONTRACT FOR: ____________

The Contract is changed as follows:
Add the replacement of 11 Air Relief Valves on the Existing Forcemain. These are inoperable due to inactivity on that forcemain. Add time to the contract for change order approval, material delivery, and installation. Adjust costs on the unit price contract to reflect the reduction in material estimated for the project

TOTAL THIS CHANGE ORDER

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

The original Contract Sum	$	439,882.50
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	439,882.50
The Contract Sum will be decreased by the amount of	$	(18,610.00)
The new Contract Sum including this Change Order will be	$	421,272.50

The Contract Time will be extended by 60 days changing the contract completion days from 90 to 150 calendar days.

CONTRACTOR	ENGINEER	OWNER
By: Donna D. Hudson	By: Edward B. Hoyt	By: Samantha Abell
Date: 12/19/13	Date: 12/19/13	Date: 1/22/14

City of Gautier - Ocean Beach Estates and Shell Landing Wastewater Collection CIAP # MS 30.713 Chg Order no 1 Detail

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Hudson Contracting UNIT PRICE	COST	Submitted CO #1 Scheduled Qty CHGE	Scheduled Value PRICE CHGE	REVISED CONTRACT TOTAL PRICE
1.	Mobilization	1	LS	$ 25,000.00	$ 25,000.00		$ -	$ 25,000.00
2.	Directional Bore 1 1/2" PVC without Casing	7	EA	$ 360.00	$ 2,520.00		$ -	$ 2,520.00
3.	Remove and Replace Gravel Driveway	100	LF	$ 12.00	$ 1,200.00	(100)	$ (1,200.00)	$ -
4.	Remove and Replace Asphalt Driveway Surface	20	LF	$ 25.00	$ 500.00	(20)	$ (500.00)	$ -
5.	Remove and Replace Concrete Driveway Surface	20	LF	$ 40.00	$ 800.00		$ -	$ 800.00
6.	Select Backfill (not for Abandoned Septic System)	50	CY	$ 25.00	$ 1,250.00		$ -	$ 1,250.00
7.	Check Valve at Connection to Main	42	EA	$ 90.00	$ 3,780.00		$ -	$ 3,780.00
8.	1 1/2" PVC House Service Line	10,300	LF	$ 3.65	$ 37,595.00		$ -	$ 37,595.00
9.	Install Grinder Pump Station Complete including Electrical to Control Panel	42	EA	$ 1,160.00	$ 48,720.00		$ -	$ 48,720.00
10.	Install Electrical Feed to Control Panel without Sufficient Room in Existing Panel	36	EA	$ 675.00	$ 24,300.00		$ -	$ 24,300.00
11.	Furnish and Install Additional Length Power Wiring and Conduit to Control Panel > 20 LF	3,900	LF	$ 6.50	$ 25,350.00	(1,000)	$ (6,500.00)	$ 18,850.00
12.	Modify Older Homes Electrical Panels as Needed (See List in Specs)	6	EA	$ 1,185.00	$ 7,110.00		$ -	$ 7,110.00
13.	Remove and Replace Fences Wooden	100	LF	$ 12.00	$ 1,200.00	(50)	$ (600.00)	$ 600.00
14.	Remove and Replace Fences Chain Link	100	LF	$ 10.00	$ 1,000.00	(50)	$ (500.00)	$ 500.00
15.	4" PVC Gravity Sanitary Sewer Line 10 LF and Tie In to Existing	42	EA	$ 540.00	$ 22,680.00		$ -	$ 22,680.00
16.	4" PVC Gravity Sanitary Sewer Line > 10 LF	500	LF	$ 7.50	$ 3,750.00		$ -	$ 3,750.00
17.	4" PVC Tunnel Underneath Sidewalk	100	LF	$ 10.00	$ 1,000.00	(100)	$ (1,000.00)	$ -
18.	Sodding for Lawn Restoration	2,300	SY	$ 4.00	$ 9,200.00	(1,300)	$ (5,200.00)	$ 4,000.00
19.	Furnish Grinder Pump Station Equipment with Semi-Positive Grinder Pump	42	EA	$ 1,875.00	$ 78,750.00		$ -	$ 78,750.00
20.	Furnish Spare Grinder Pump Station Equipment with Semi-Positive Grinder Pump and Spare Parts Kit	5	EA	$ 1,380.00	$ 6,900.00		$ -	$ 6,900.00
21.	Furnish Extra Depth Pump Station (If and Where Required)	5	EA	$ 1,925.00	$ 9,625.00		$ -	$ 9,625.00
22.	Dewatering Gravity Sewer Line and Grinder Pump Locations	42	EA	$ 25.00	$ 1,050.00	(30)	$ (750.00)	$ 300.00
23.	Abandon and Fill Existing Septic System	43	EA	$ 575.00	$ 24,725.00		$ -	$ 24,725.00
24.	Air Relief Valve for 1 1/2" PVC Sewer Service Line	3	EA	$ 2,300.00	$ 6,900.00	(3)	$ (6,900.00)	$ -
25.	Project Sign	1	EA	$ 800.00	$ 800.00		$ -	$ 800.00
	ALTERNATE NO 1							
1.	Directional Bore 1 1/2" PVC without Casing	2	EA	$ 360.00	$ 720.00	(2)	$ (720.00)	$ -
2.	Remove and Replace Gravel Driveway Surface	100	LF	$ 12.00	$ 1,200.00	(100)	$ (1,200.00)	$ -
3.	Select Backfill (not for Abandoned Septic System)	5	CY	$ 25.00	$ 125.00		$ -	$ 125.00
4.	Check Valve at Connection to Main (Size Varies)	10	EA	$ 90.00	$ 900.00		$ -	$ 900.00
5.	1 1/2" PVC House Service Line	2,150	LF	$ 3.65	$ 7,847.50		$ -	$ 7,847.50
6.	Install Grinder Pump Station Complete including Electrical to Control Panel	10	EA	$ 1,160.00	$ 11,600.00		$ -	$ 11,600.00
7.	Install Electrical Feed to Control Panel without Sufficient Room in Existing Panel	10	EA	$ 675.00	$ 6,750.00		$ -	$ 6,750.00
8.	Furnish and Install Additional Length Power Wiring and Conduit to Control Panel > 20 LF	1,100	LF	$ 6.50	$ 7,150.00	(500)	$ (3,250.00)	$ 3,900.00
9.	Remove and Replace Fences Wooden	40	LF	$ 12.00	$ 480.00	(20)	$ (240.00)	$ 240.00
10.	Remove and Replace Fences Chain Link	40	LF	$ 10.00	$ 400.00	(40)	$ (400.00)	$ -
11.	4" PVC Gravity Sanitary Sewer Line 10 LF and Tie In to Existing	10	EA	$ 540.00	$ 5,400.00		$ -	$ 5,400.00
12.	4" PVC Gravity Sanitary Sewer Line > 10 LF	100	LF	$ 7.50	$ 750.00	0	$ -	$ 750.00
13.	4" PVC Tunnel Underneath Sidewalk	25	LF	$ 10.00	$ 250.00	(25)	$ (250.00)	$ -
14.	Sodding for Lawn Restoration	600	SY	$ 4.00	$ 2,400.00	(300)	$ (1,200.00)	$ 1,200.00
15.	Furnish Grinder Pump Station Equipment with Semi-Positive Grinder Pump	10	EA	$ 1,875.00	$ 18,750.00		$ -	$ 18,750.00
16.	Furnish Spare Grinder Pump Station Equipment with Semi-Positive Grinder Pump and Spare Parts Kit	1	EA	$ 1,380.00	$ 1,380.00	0	$ -	$ 1,380.00
17.	Dewatering Gravity Sewer Line and Grinder Pump Locations	10	EA	$ 25.00	$ 250.00	0	$ -	$ 250.00
18.	Abandon and Fill Existing Septic System	10	EA	$ 575.00	$ 5,750.00	0	$ -	$ 5,750.00
19.	Air Relief Valve for 1 1/2" PVC Sewer Service Line	1	EA	$ 2,300.00	$ 2,300.00	(1)	$ (2,300.00)	$ -
20.	Air Relief Valve for 2" PVC Sewer Service Line	2	EA	$ 2,350.00	$ 4,700.00	(2)	$ (4,700.00)	$ -
21.	Directional Bore for 2" PVC Sewer Service Line without Casing	2	EA	$ 450.00	$ 900.00	(2)	$ (900.00)	$ -
22.	2" PVC House Service Line	2,400	LF	$ 4.00	$ 9,600.00	(1,400)	$ (5,600.00)	$ 4,000.00
23.	1 1/2" Valve and Connection to Existing Main (Size Varies)	9	EA	$ 295.00	$ 2,655.00	0	$ -	$ 2,655.00
24.	2" Valve and Connection to Existing 3" Main	2	EA	$ 685.00	$ 1,370.00	0	$ -	$ 1,370.00
25.	1 1/2" Valve	1	EA	$ 100.00	$ 100.00	(1)	$ (100.00)	$ -
26.	2" Valve	1	EA	$ 450.00	$ 450.00	(1)	$ (450.00)	$ -
				Summation of Change Order No 1 Reductions			$ (44,460.00)	
Change Order no 1 Additions								
	Air Relief Valves Remove and Replace on Existing line	0	EA	$ 2,350.00	$ -	11	$ 25,850.00	$ 25,850.00
	chg order no 1 adjustment			chg order no 1 adjustment			$ (18,610.00)	
	TOTAL ORIG. CONTRACT			$	439,882.50	TOTAL REV. CONTRACT		$ 421,272.50

Certificate of Substantial Completion

Project: Old Shell Landing Sewer Improvements	Owner: City of Gautier	Owner's Contract No.: CIAP MS.30.713
Contract: Ocean Beach Estates and Shell Landing Wastewater Collection Systems		Date of Contract: 8-5-2013
Contractor: Hudson Contracting, Inc		Engineer's Project No.: 12-017

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

☒ All Work under the Contract Documents: ☐ The following specified portions:

December 18, 2013

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

No items to be completed

The following documents are attached to and made part of this Certificate:

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

Edward D. Foss 12/18/13

Executed by Engineer Date

Thomas D. Anderson Jr. 12/18/13

Accepted by Contractor Date

Samantha D. Abell 1/22/14

Accepted by Owner Date

EJCDC No. C-625 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 1 of 1

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

ORDER NUMBER 017-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5 are hereby approved.

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

Motion was made by **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 January 21, 2014.

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

ORDER NUMBER 018-2014

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 the annual renewal agreement between Redd Pest Solutions for the termite protection and inspection at the Senior Citizens Building at City Park in the amount of $115.00.

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 January 21, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: January 14th, 2014

Subject: Annual Renewal Agreement with Redd Pest Solutions

REQUEST:

City Council authorization is requested for the City of Gautier to accept the annual renewal agreement between Redd Pest Solutions and the City of Gautier for the termite protection and inspection at the Senior Citizens Building located at City Park in the amount of one hundred fifteen dollars ($115.00).

RECOMMENDATION:

Based on the attached information from Redd Pest Solutions, City staff recommends that City Council authorize renewal of the agreement for the termite protection and inspection at the Senior Citizens Building in the amount of one hundred fifteen dollars ($115.00).

FINANCIAL:

The cost of the renewal agreement will be funded out of fund 001-170-639 Recreation Department Repair and Maintenance – Equipment

ATTACHMENT(S):

Redd Pest Solutions

Redd Pest Solutions
P.O. Box 2245
Gulfport, MS 39505-2245
888-733-3626

City of Gautier
City Hall
NOV 18 2013
Received by
LH

JAN 21ST AGENDA ITEM

RENEWAL NOTICE

Renewal Date:	02/18/14
Renewal Amount	115.00
Tax	0.00
	115.00

Bill-To: 12245
City of Gautier
Po Box 670
Gautier, MS 39553-0670

Location: 12245
City Park
914 De La Pointe
Gautier, MS 39553

Your agreement for termite protection and inspection is due for annual renewal (Please refer to your agreement).

A very important part of protecting your home or building from termites is the termite warranty. Don't allow this protection to lapse.

Here is what the warranty covers:
1. All chemicals, labor and services needed to control any active infestation of the pest described
2. Annual inspection
3. Free consultation and advice concerning other pests that may invade your home.
4. Annual inspection anytime during warranty if you suspect a termite problem.
5. This warranty does not include replacement of damaged wood unless prior written agreement has been entered into (see your agreement).
6. The company will not be responsible for inspection and treatment unless the warranty is renewed
7. If this property has been sold, please advise us of the name of the new owner as this warranty is transferrable.

If you have already submitted your payment, please disregard this notice.

Redd Pest Solutions has been providing superior termite protection for Mississippi and Alabama residents for over 50 years. During this time, your Redd Pest technician has performed Annual Termite Re-Inspections on your home and or business as part of your current termite protection agreement. In the past the state regulations governed by the Bureau of Plant Industries has only required an exterior inspection. However, new regulations have been implemented by the Mississippi Department of Agriculture (Bureau of Plant Industries) that requires an interior/exterior inspection in conjunction with a signed receipt of said inspection.

Redd Pest Solutions welcomes these regulation changes as a positive augmentation to your current termite protection agreement. Redd Pest Solutions greatly appreciates your confidence in our ability to provide these enhanced inspections for your properties. Please call customer care at 888.733.3626 to schedule an appointment for your inspection.

Please include this notice with your remittance. To receive this notice via email, please include your email address.

Bill-To: 12245
Work Location: 12245

Start Date:	02/18/10
Service Type:	TCRWL
Renewal Date:	02/18/14
	115.00

Redd Pest Solutions
P.O. Box 2245
Gulfport, MS 39505-2245
888-733-3626

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

ORDER NUMBER 019-2014

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 a Pottery Kiln from the Gautier Senior Citizens Center as surplus and remove from inventory.

IT IS FURTHER ORDERED that the Pottery Kiln is of 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 January 21, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: January 14, 2013

Subject: Surplus Items

REQUEST:
City Council authorization is requested for the City of Gautier to declare and remove from inventory a Pottery Kiln from the Gautier Senior Citizens Building. This item will be surplus.

BACKGROUND:
This item is damaged and no longer operational. This item can longer be used by the City.

RECOMMENDATION:
Based on the attached surplus list, City staff recommends that City Council authorize declaring this item to be surplus and removed from City inventory.

ATTACHMENT(S):
Inventory Item

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

ORDER NUMBER 020-2014

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 a 2000 Ford Crown Victoria VIN# 2FAFP71W3YX161382 Unit 50 and a 2004 Ford Crown Victoria VIN# FAFP71W34X137934 Unit 129 as surplus and remove from police department inventory.

IT IS FURTHER ORDERED that the vehicles are of 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 January 21, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: January 13, 2013

Subject: Surplus Items

REQUEST:
City Council authorization is requested for the City of Gautier to declare and remove from inventory 2000 Ford Crown Victoria VIN #2FAFP71W3YX161382 and a 2004 Ford Crown Victoria VIN# 2FAFP71W34X137934. These vehicles will be surplus.

BACKGROUND:
These vehicles are damaged and are no longer operational. These vehicles can no longer be used by the City.

RECOMMENDATION:
Based on the attached surplus list, City staff recommends that City Council authorize declaring these vehicles to be surplus and removed from City inventory.

ATTACHMENT(S):
Inventory Item

From: Danny Selover <dselover@gautier-ms.gov>
Sent: Tuesday, January 07, 2014 9:03 AM
To: crussell@gautier-ms.gov; csteen@gautier-ms.gov; vbarnett@gautier-ms.gov; 'Dante Elbin'; saguilar@gautier-ms.gov
Subject: inventory

Please remove below vehicles from police inventory and insurance. These vehicles will be used for parts and will not be back in service.
Thanks, Danny

2000	Ford Crown Victoria	2FAFP71W3YX161382	Unit 50
2004	Ford Crown Victoria	2FAFP71W34X137934	Unit 129

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

ORDER NUMBER 021-2014

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Regular Council Meeting held January 7, 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 January 21, 2014.

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

ORDER NUMBER 022-2014

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 donation of post and rail dividers from Singing River Mall.

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 January 21, 2014.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Dante Elbin, Chief of Police

Date: January 8, 2014

Subject: Donation of post and dividers from Singing River Mall to the City of Gautier

---

REQUEST:

The Gautier Police Department request City Council authorization to accept the donation of post and rail dividers from Singing River Mall.

BACKGROUND:

The Singing River Mall has offered to donate a large number of post and rail dividers to the Gautier Police Department. These items will no longer be needed by the theater since they are currently preparing for demolition of the Singing River Mall.

DISCUSSION:

The Gautier Police Department proposes to use the items in the foyer and court area in order to maintain orderly lines upon entry into the courtroom.

RECOMMENDATION:

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

SINGING RIVER MALL

January 9, 2014

City of Gautier
3330 Hwy 90
Gautier, MS 39553

RE: Donation

Singing River Mall is pleased to donate to the City of Gautier (10) metal stanchions with rope included. The stanchions are used for crowd control at the courtroom.

Sincerely,
Singing River Mall

Angela Bishop

Angela Bishop
General Manager

2800 HIGHWAY 90, GAUTIER, MISSISSIPPI 39553 PHONE 228-497-6160

Motion was made by Councilwoman Martin to adjourn the meeting until February 4, 2014 at 6:30 PM. Motion was seconded by Councilman Vaughan and unanimously carried.

APPROVED BY:

____
MAYOR

ATTEST:

____
CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of February 4, 2014.