AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 20, 2018 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. - 12 Noon at Singing River Mall Parking Lot.

2. 7th Annual Easter Egg Hunt & Outdoor Movie Night is March 17, 2018 5:00 P.M. at Shepard State Park.

IV. Presentation Agenda

1. Retirement presentation for Firefighter Thomas Yocum.

V. Business Agenda

1. Consideration of a Bee Keeping Permit by Danny Pittman at 3202 West Lane, Gautier, MS.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

2. Authorization to add a $250.00 Special Exception Application Fee to the Comprehensive Fee Schedule.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

3. Resolution supporting the continued and increased exploration and production of Gulf of Mexico Energy Resources.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

4. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

5. Authorization to enter into a General Services Agreement with Waggoner Engineering for work associated with a Capital Improvements Plan.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

6. Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order #2018-01 with Garner Russell & Associates, INC. for renovations and upgrades to Bacot Park Sports Complex.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

7. Approval of Docket of Claims.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

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

1. Resolution authorizing the removal of Police Department Vehicle from inventory, insurance coverage, and authorize vehicle to be used as parts.

2. Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosure Statement.

3. Approval of minutes from Regular Council Meeting held February 6, 2018.

4. Receive January 2018 Privilege License Report.

5. Authorization for the Police Department to purchase four (4) 2018 Dodge Chargers and two(2) 2018 Ford Interceptors and place vehicles on City Insurance and inventory.

6. **Authorization to accept a donation in the amount of $800.00 from Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park.**

7. **Resolution removing a Police Department vehicle from inventory and authorizing vehicle to be used for parts until such time as it can be deemed surplus.**

8. **Approval and authorization to pay business landlord reestablishment expenses totaling $25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**

9. **Approval of Gautier Historic Preservation Commission Appointment.**

10. **Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties for the January 2018 MML Mid-Winter Legislative Conference.**

11. **Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties in February for the purpose of meeting with legislators.**

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Adjourn until March 6, 2018 at 6:30 PM
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
February 20, 2018

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Jackson County Household Hazardous Waste Collection Day is Saturday, April 21, 2018 from 8 A.M. – 12 Noon at Singing River Mall Parking Lot.**

2. **7th Annual Easter Egg Hunt & Outdoor Movie Night is March 17, 2018 at 5:00 P.M. at Shepard State Park.**

NOTES:

JACKSON COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY

ACCEPTABLE ITEMS

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

A One Day **FREE**

Proper Disposal Turn-in Event

DO NOT BRING

Explosive Materials, Radioactive Materials, **PCB's, Medical Waste,** Syringes, Compressed Cylinders, Electronic Waste

NO CONTRACTORS NO WASTE FROM BUSINESSES

SATURDAY

APRIL 21, 2018

8 A.M. - 12 NOON

SINGING RIVER MALL PARKING LOT

HWY 90, GAUTIER

Put Toxic Waste In Its Place

Household Hazardous Waste

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

A Safe Substitute

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

Legal Transportation

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

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

Proper Disposal

Extremely Important

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

For More Information Call 228-872-8340 or visit http://www.co.jackson.ms.us/departments/solid-waste/

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

City of Gautier
7th Annual

EASTER EGG HUNT

SATURDAY, MARCH 17TH

5:00 P.M. Followed by Free Outdoor Movie Night

Shepard State Park

Free

pictures w/ Easter Bunny, hay ride along the Bunny Trail, face painting, and prizes!

Join us after the 7th Annual Easter Egg Hunt for a free outdoor movie

March 17, 2018 at 7:00 p.m.

Shepard State Park

Bring a chair and blanket and enjoy

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
February 20, 2018

ITEM DESCRIPTION:

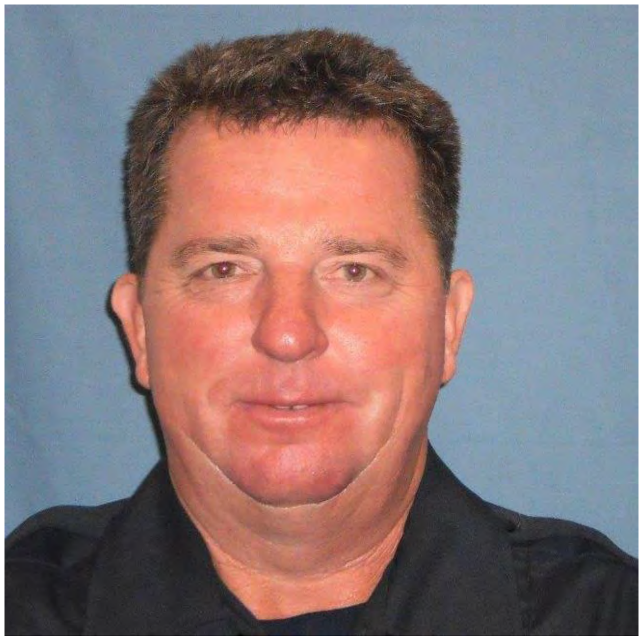
PRESENTATION AGENDA

1. **Retirement presentation for Firefighter Thomas Yocum.**

NOTES:

GAUTIER FIRE DEPARTMENT
"Proudly Protecting Nature's Playground"
2502 College Circle Gautier, MS 39553
Phone: (228) 497-1656
Fax: (228) 497-0100

Press Release



On February 28, 2018, Firefighter Tommy Yocom will officially retire as a Gautier Firefighter where he began his career 29 years ago on February 15, 1989. He currently resides in Vancleave, MS with his wife Cindy and together recently celebrated their 23rd anniversary. He has one daughter, Abigayle, whom is employed with the U.S. State Department where she is currently deployed to the Middle East. Firefighter Yocom is a "Charter" member of Gautier Fire Department having been one of the first firefighters hired to serve in the then newly formed department. During his career, Firefighter Yocom has witnessed first-hand the growth of the Gautier Fire Department and during that time responded to thousands of incidents where he has no doubt had a positive impact on not only his co-workers but the citizens alike.

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Consideration of a request for a Bee Keeping Permit at 3202 West Lane by Danny Pittman, owner**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 Ext. 312**

Summary Explanation: Consideration of a request for a Bee Keeping Permit at 3202 West Lane by Danny Pittman, owner.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, by city ordinance, bee keeping permits shall be obtained upon application to the City Council of Gautier and after consideration during a public meeting; and

WHEREAS, in considering the application, the City Council of Gautier may consider any relevant item, including but not limited to, objections by adjoining landowners and impact of the colonies on the surrounding areas; and

WHEREAS, the City Council finds, after consideration of all relevant factors, that the application and proposed apiary is in compliance with the relevant ordinance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request for a Bee Keeping Permit at 3202 West Lane by Danny Pittman, owner is hereby approved.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Ramona Morgan, Administrative Clerk
Date: 02/05/2018
Subject: Consideration of a Bee Keeping Permit by Danny Pittman at 3202 West Lane, Gautier, MS

REQUEST:
Mr. Danny Pittman requests approval of a Bee Keeping Permit at 3202 West Lane, Gautier, MS.

BACKGROUND:
No previous record of a Bee Keeping Permit at 3202 West Lane, Gautier, MS.

DISCUSSION:

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

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

Density. It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

a. Less than one-quarter acre: No colonies.
b. One-quarter acre or more, but less that one-half acre tract size: Four colonies.
c. More than one-half acre, but less than one acre tract size: Six colonies.
d. One acre or larger tract size: Eight colonies per acre.

All honey bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.

If bee colonies are kept within fifty (50) feet of any exterior boundary of the property on which the hive, stand, or box is located, the beekeeper shall install and maintain a barrier that will prevent bees from flying through it, no less than five (5) feet high, along the exterior boundary of the tract. The barrier must extend ten (10) feet beyond the colony in each direction.

Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths, or other water sources where they may cause human, bird, or domestic pet contact.

The bees and equipment shall be kept in accordance with the provisions of the laws of the State of Mississippi.

RECOMMENDATION:

The City Council may:

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

ATTACHMENTS:

1. BEE APPLICATION 3202 WEST LANE
2. Bee Keeping Ordinance

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

BEE KEEPING PERMIT & PUBLIC HEARING APPLICATION

Public Hearing Number: 18-02-BEE

Name of Applicant: DANNY PITTMAN

Phone: 228-355-3956

Property Address: 3202 Westlane

Parcel ID #: 82438110.065

Mailing Address (if Different): ____

E-Mail Address: dannypittman@bellsouth.net

Size of Property: 3 Acres   Number of Colonies Proposed: up to 10

ATTACHMENTS REQUIRED AS APPLICABLE:

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

✓ 2. Bee Keeping Narrative (see attached).

✓ 3. Bee Keeping Diagram (see attached).

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

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

Signature of Applicant(s): Danny Pittman   Date of Application: 1-17-18

____   Date of Application: ____

FOR OFFICE USE ONLY

Date Received 1-18-18 Verify as Complete RM

Initials of Employee Receiving Application RM

Scheduled Public Hearing Date Feb 20-2018 Date Approved by City Council ____

Deadline for Mailing Public Notice Letters ____

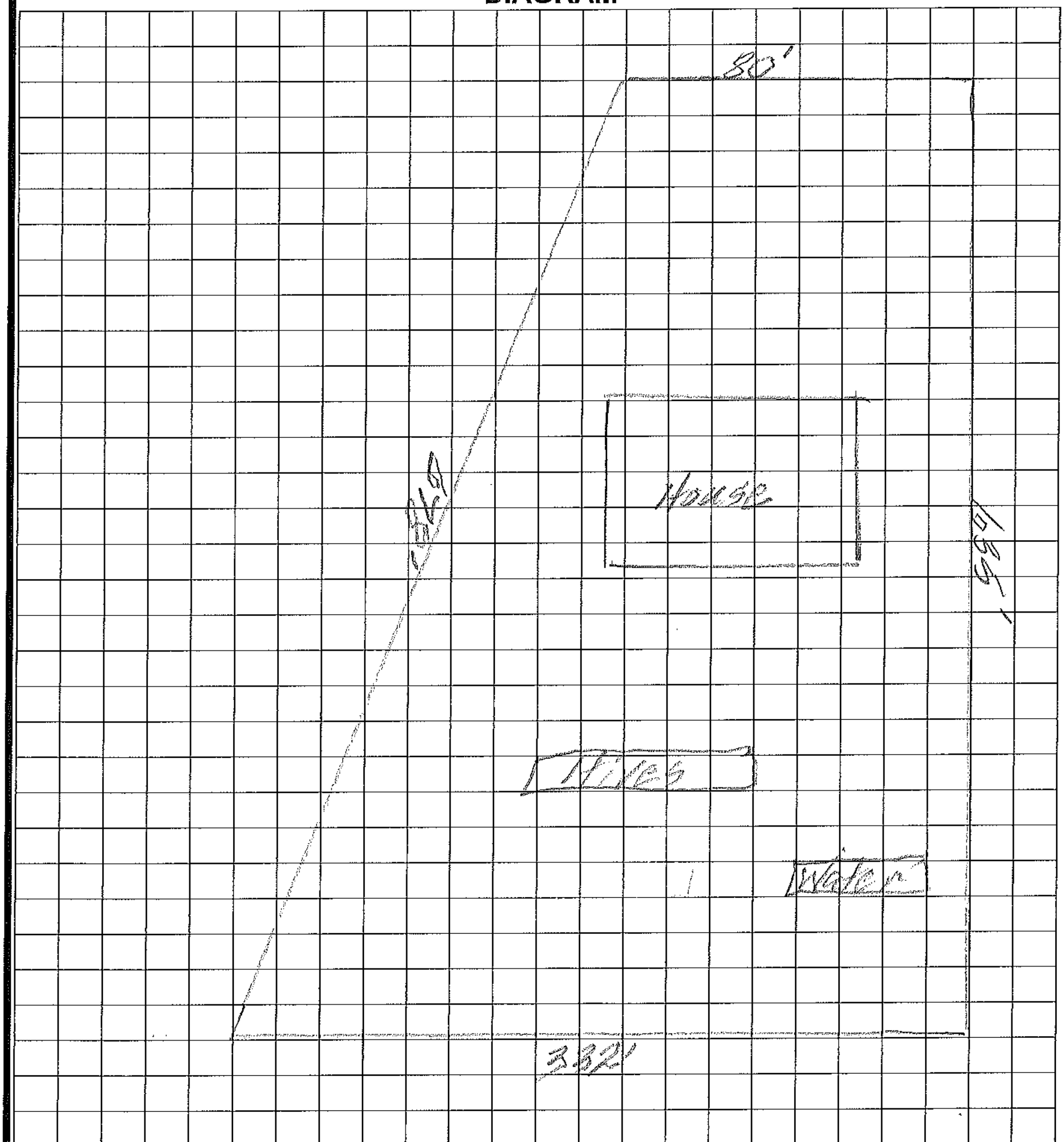
BEE KEEPING NARRATIVE – Describe the proposed bee keeping site in detail. Include the number of colonies, the size of the lot, the type of hives, height of hives/colonies, types of barriers around the exterior boundaries of the hives on the property, and the water source available for the bees. (Including how it will be continually replenished) Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

I plan to eventually have 10 or 12 hives. I'm starting with 2. We have ~~2~~ 3 acres. The hives, including the stand will be about 24" tall. I plan to use a shallow kids pool, or a couple of large trays with rocks in them, for the water source.

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

DIAGRAM



Councilman Anderson made the motion to amend part 5 to read: Applicants must reside on the tract at issue if it is one (1) acre or less and must ensure the hives remain in compliance with the provisions of this ordinance.

Councilman Colledge seconded the motion and the vote carried as follows:

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

NAYS: **Hurley Ray Guillotte**

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

ORDINANCE NUMBER 232-2016

AMENDMENT OF ORDINANCE REGARDING THE KEEPING OF BEES

WHEREAS, the Mayor and Members of the City Council of the City of Gautier adopted an Ordinance of the City Council of Gautier, Mississippi, Amending Chapter 4: Animals And Fowl, to Regulate the Keeping of Bees; and

WHEREAS, based on reliable information, the City Council finds it would be in the best interests of the City of Gautier to amend said ordinance; and

THEREFORE, the City Council hereby amends Article V, Section 4-73 of the Gautier Code of Ordinances as follows:

ARTICLE V, Section 4-73. Keeping of Bees

(a) It shall be unlawful for any person to establish or maintain any hive, stand or box where bees are kept, or keep any bees in or upon any premises within the corporate limits of the city of Gautier unless the bees are kept in accordance with the following provisions:

(1) *Definitions.*

I. "Apiary" means assembly of one or more colonies of bees at a certain location.

II. "Beekeeper" means a person who owns or has charge of one or more colonies of bees.

III. "Colony" or "hive" means an aggregate of bees consisting of worker bees, a queen bee, drones, combs, honey, and the receptacle inhabited by the bees.

IV. "Tract" means a contiguous parcel of real property under common ownership.

(2) *Density*. It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

I. Less than one-quarter acre: No colonies.

II. One-quarter acre or more, but less than one-half acre tract size: Four colonies.

III. More than one-half acre, but less than one acre tract size: Six colonies.

IV. One acre or larger tract size: Eight colonies per acre.

(3) All honey bee colonies shall be kept in Langstroth-type hives with removable frames, which shall be kept in sound and usable condition.

(4) Applicants must own the tract at issue, and must provide proof of ownership prior to Council consideration.

(5) Applicants must reside on the tract at issue <u>if it is one (1) acre or less</u> and must ensure the hives remain in compliance with the provisions of this ordinance.

(6) If bee colonies are kept within fifty (50) feet of any exterior boundary of the property on which the hive, stand or box is located, the beekeeper shall install and maintain a barrier that will prevent bees from flying through it, no less than five (5) feet high, along the exterior boundary of the tract. The barrier must extend 10 feet beyond the colony in each direction.

(7) Each beekeeper shall ensure that a convenient source of water is available to the bees at all times during the year so that the bees will not congregate at swimming pools, pet watering bowls, bird baths, or other water sources where they may cause human, bird, or domestic pet contact.

(8) The bees and equipment shall be kept in accordance with the provisions of the laws of the State of Mississippi.

(b) Permits for keeping bees shall be obtained by application to the City Council of Gautier and consideration during public meeting. Applications may be obtained upon request at City Hall. Notice of the application will be mailed to all residents owning parcels within 250 linear feet of the subject property no later than 15 days prior to the hearing. In considering the application, the Council may consider any relevant item, including but not limited to objections by adjoining landowners, impact of the colonies on the surrounding areas, compliance with covenants affecting the tract at issue, whether the tract spans or affects two or more subdivisions, and any other factors presented during the hearing. There is no fee for such an application or permit. Applicants may only apply for bee-keeping permits once every twelve (12) months.

(c) A citation shall be issued to the offender and the person shall be subject to a fine of not less than $75.00 and not more than $250.00 plus any assessments. Violators shall not be subject to arrest or imprisonment for violation of this section, however, the municipal court shall have full authority to enforce its orders, judgments and sentences.

(d) Nothing in this section shall be deemed or construed to prohibit the keeping of bees in a hive, stand or box, located or kept within a school or university building for the purpose of study or observation.

SECTION 2. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 4. This ordinance shall become effective thirty (30) days after passage and publication.

Thereupon, upon motion duly made by **Councilwoman Martin** seconded by **Councilman Colledge** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **Hurley Ray Guillotte**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **15th** day of **November**, 2016.

Gordon Gollott, Mayor

Attest:
Cynthia Russell
City Clerk

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	February 20, 2018
Title:	Authorization to add a $250.00 Special Exception Application Fee to the Comprehensive Fee Schedule
Introduced by:	
Contact Person/Telephone	Scott Ankerson 497-8000 Ext. 312

Summary Explanation: Authorization to add a $250.00 Special Exception Application Fee to the Comprehensive Fee Schedule for administrative and advertising costs.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, on December 19, 2018, the City Council approved an amendment to Article IV and supporting sections of the Unified Development Ordinance to create a Special Exception; and

WHEREAS, the Planning Department requests that City Council also adopt a Special Exception Application Fee of $250.00 for administrative and advertising costs to the Comprehensive Fee Schedule.

WHEREAS, the $250.00 fee is in line with the Major Conditional Use and Minor Conditional Use Application Fees reflected in the current Comprehensive Fee Schedule;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addition of a Special Exception Application Fee of $250.00 to the Comprehensive Fee Schedule for administrative and advertising costs is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Ramona Morgan, Administrative Clerk
Date:	02/05/2018
Subject:	Authorization to add a $250.00 Special Exception Fee to the Comprehensive Fee Schedule

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REQUEST:
The Planning Department requests that the City Council authorize the addition of a Special Exception Application Fee of $250.00 to the Comprehensive Fee Schedule.

BACKGROUND:
The City Council recently adopted an amendment to the Unified Development Ordinance to add a Special Exception. Due to this adoption, The Planning Department requests that City Council also adopt a Special Exception Application Fee of $250 for administrative and advertising costs to the Comprehensive Fee Schedule. The $250.00 fee is in line with the Major Conditional Use and Minor Conditional Use Application Fees reflected in the current Comprehensive Fee Schedule.

DISCUSSION:
City Staff finds a need to adopt the Special Exception Application Fee of $250.00 to cover all administrative and advertising costs related the recently adopted Special Exception process.

RECOMMENDATION:
Staff recommends that City Council approve the addition to the Comprehensive Fee Schedule of $250 for a Special Exception Application.

ATTACHMENTS:

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: February 20, 2018
Title: Resolution supporting the continued and increased exploration and production of Gulf of Mexico Energy Resources

Introduced by:
Contact Person/Telephone Councilman Rusty Anderson

Summary Explanation: Resolution supporting the continued and increased exploration and production of Gulf of Mexico Energy Resources.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

RESOLUTION BY THE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI SUPPORTING THE CONTINUED AND INCREASED EXPLORATION AND PRODUCTION OF GULF OF MEXICO ENGERY RESOURCES

RESOLUTION NUMBER 000-2018

WHEREAS, families and businesses in Gautier welcome access to affordable and reliable energy, whether gasoline or electricity, as well as investments that lead to jobs and tax revenues and provide essential services such as hospitals, roads, emergency services and schools; and

WHEREAS, the energy sector contributes significant numbers of jobs and tax revenues to Gautier as well as to the state and national economies; and

WHEREAS, the lives and well-being of those who reside and work in Gautier benefit from a vibrant Gulf of Mexico energy sector; and

WHEREAS, the United States Bureau of Ocean Energy Management is developing a 2019-2024 National Outer Continental Shelf Oil and Gas Leasing Program; and

WHEREAS, in Fiscal Year 2014 alone, Gulf of Mexico energy development supported over six hundred fifty thousand jobs and contributed over $64 billion in gross domestic product, including 13,000 jobs and $1 billion in Gross Domestic Product in Mississippi, and provided over $7 billion in revenue to the federal government; and

WHEREAS, one study has estimated that benefits for Mississippi, expanded access to Gulf of Mexico oil and natural gas resources could create nearly 12,000 jobs, over $890 million in annual Gross Domestic Product, and over $1.6 billion in state government revenue; and

WHEREAS, under the Gulf of Mexico Energy Security Act of 2006, Jackson County is entitled to a direct share of revenue generated by Gulf of Mexico energy leasing and production, which can be used for projects and activities including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and

WHEREAS, maintaining and expanding access to Gulf of Mexico energy resources will enhance the quality of life and economic strength of Gautier, the state, and the nation.

NOW THEREFORE BE IT RESOLVED, that we, the members of the Gautier City Council, support continued and increased exploration and production of the Gulf of Mexico, and urge the Bureau of Ocean Energy Management to finalize a 2019-2024 National OCS Program that maintains and expands access to Gulf of Mexico energy resources;

BE IT FURTHER RESOLVED, that we, the members of the Gautier City Council, urge the United States Congress to keep its commitment under the Gulf of Mexico Energy Security Act to share OCS revenues with Gulf producing states and their coastal political subdivisions, and to lift the existing cap on revenue-sharing with the Gulf Coast states, to ensure that Jackson County can continue to provide the nation with critical energy supplies and maintain and improve the infrastructure that is necessary to do so.

BE IT FURTHER RESOLVED, that the Clerk of the Gautier City Council transmit duly authenticated copies of this resolution to the President of the United States, the United States Secretary of the Interior, the Director of the United States Bureau of Ocean Energy Management, the Secretary of the United States Senate, the Clerk of the United States House of Representatives, and to each member of the Mississippi congressional delegation.

The motion to approve the foregoing resolution was made by **BLANK** and seconded by **BLANK,** and the following vote was recorded:

Mayor Phil Torjusen	_____
Councilwoman At Large Marty Martin	_____
Councilman Cameron George	_____
Councilman Richard Jackson	_____
Councilman Casey Vaughan	_____
Councilman Rusty Anderson	_____
Councilman Adam Colledge	_____

RESOLVED, this the 20th day of February, 2018.

____
Phil Torjusen, Mayor

ATTEST:

____
Cynthia Russell, City Clerk

(Seal of the City of Gautier)

Mayor
Phil Torjusen

Council
At Large Mary F. Martin
Ward 1 Cameron B. George
Ward 2 Richard "DJ" Jackson
Ward 3 Casey C. Vaughan
Ward 4 Charles "Rusty" Anderson
Ward 5 Adam D. Colledge

City of Gautier
Gautier, Mississippi

City Manager
Paula Yancey

City Clerk
Cynthia Russell

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

February 20, 2018

Ms. Kelly Hammerle
National OCS Oil & Gas Leasing Program Manager
Bureau of Ocean Energy Management
45600 Woodland Road, VAM-LD
Sterling, VA 20166-9216

Dr. Jill Lewandowski, Ph.D.
Chief, Division of Environmental Assessment
Bureau of Ocean Energy Management
45600 Woodland Road, VAM-OEP
Sterling, Virginia 20166

RE: Draft Proposed 2019-2024 OCS Oil & Gas Leasing Program & Notice of Intent to Prepare a PEIS

Dear Ms. Hammerle and Dr. Lewandowski:

On behalf of my constituents, and for the benefit of families and businesses across Mississippi, I write to strongly support the decision to propose expanded access in the Gulf of Mexico and urge the Bureau of Ocean Energy Management (BOEM) to maintain all of the proposed leasing regions as it further develops the 2019-2024 offshore leasing program.

With our growing energy needs and nearby infrastructure already in place, the Interior Department has taken an important step by proposing expanded opportunities to develop Gulf of Mexico energy, which could help ensure a stable long-term domestic energy supply that provides Mississippi families and businesses with more income to spend on goods, services, and investments essential to our economic health and standard of living.

These resources can also provide families, businesses, and communities across Mississippi with an economic boost, including those facing unemployment and poverty challenges, as well as significant public revenue that can be used to help provide critical services to the public and build and maintain vital infrastructure such as schools, hospitals, roads, and bridges. In FY 2014, offshore oil and gas activity in the Gulf of Mexico generated over $64 billion in Gross Domestic Product (GDP) and over 650,000 jobs, including 13,000 jobs and nearly $1 billion in GDP for Mississippi. That same year, Gulf activity provided over $7 billion in revenues to federal, state and local governments, making it one of the largest sources of revenue to the federal government.

Continued and expanded Gulf of Mexico access would increase these economic gains for Mississippi residents and ensure that the Gulf Coast continues to supply American consumers across the country with reliable energy. One study has estimated that for Mississippi alone, expanded Gulf of Mexico energy development could support up to ~12,000 new jobs, ~$900 million in annual GDP, and $1.6+ billion in state revenue.

By promoting more development here at home under our strict safety and regulatory requirements, we can also reduce our reliance on energy from countries with less stringent standards and help ensure continued environmental progress that has been made possible by the energy revolution and associated technological advances and innovation. The history of coexistence among various activities in the Gulf, and well-established mechanisms for their coordination, further underscores this opportunity.

For the benefit of citizens and businesses across Mississippi, I therefore respectfully urge BOEM to continue the development of a robust leasing program that includes all of the regions as currently proposed, including in the Gulf of Mexico.

Sincerely,

Energy Consumer Protection Pledge

The *Energy Consumer Protection Pledge* is a vow to support an "all of the above" energy policy to benefit American households, small businesses, and the environment. Sound energy policy helps all families, especially those who are living at or below the poverty line, with access to affordable and reliable energy.

The Pledge and Consumer Energy Alliance (CEA) Campaign for America's Energy target the forgotten voices in the energy discussion – those American families and businesses who deserve responsible energy solutions and sensible energy prices.

CEA agrees that the environment must be protected and preserved. Energy producers should continue to develop and implement technology to improve the environment.

Energy and the environment should not be partisan issues; they affect every American. CEA believes that energy and the environment are issues on which we should all agree, and that we must bridge partisan gaps to ensure a logical, consistent and sensible energy policy.

Finally, CEA believes in providing solutions. Just saying "no" is not a solution. We must do everything we can to meet our energy needs to help lower prices. Energy solutions and the environment can and must go hand-in- hand.

The *Energy Consumer Protection Pledge* helps consumers identify those elected officials and candidates that will protect both energy and the environment.

Who is Consumer Energy Alliance?

Consumer Energy Alliance (CEA) is the leading U.S. consumer advocate in support of affordable, reliable energy for working families, seniors, and small businesses across the country.

For more information please visit http://consumerenergyalliance.org/campaign-for-americas-energy/

CONSUMER ENERGY ALLIANCE
THE VOICE OF THE ENERGY CONSUMER

ENERGY CONSUMER PROTECTION PLEDGE

I, ________________________________, pledge to support an "all of the above" energy & environmental policy that ensures all households and businesses have affordable energy to help meet their basic energy needs. Regardless of political affiliation or economic means, American energy must support our homes, economy, and national security while sustaining our environment.

Signed: ____

Office Title or Campaigning for: ____

Date: ____

RESOLUTION OF THE BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI SUPPORTING GULF OF MEXICO ENERGY AND REVENUE SHARING

WHEREAS, Jackson County families and businesses welcome access to affordable and reliable energy, whether gasoline or electricity, as well as investments that lead to jobs and tax revenues and provide essential services such as hospitals, roads, emergency services and schools; and

WHEREAS, the energy sector contributes significant numbers of jobs and tax revenues to Jackson County as well as to the state and national economies; and

WHEREAS, the lives and well-being of those who reside and work in Jackson County benefit from a vibrant Gulf of Mexico energy sector; and

WHEREAS, the United States Bureau of Ocean Energy Management is developing a 2019-2024 National Outer Continental Shelf Oil and Gas Leasing Program; and

WHEREAS, in Fiscal Year 2014 alone, Gulf of Mexico energy development supported over six hundred fifty thousand jobs and contributed over $64 billion in gross domestic product, including 13,000jobs and $1 billion in Gross Domestic Product in Mississippi, and provided over $7 billion in revenue to the federal government; and

WHEREAS, one study has estimated that for Mississippi, expanded access to Gulf of Mexico oil and natural gas resources could create nearly 12,000 jobs, over $890 million in annual Gross Domestic Product, and over $1.6 billion in state government revenue; and

WHEREAS, under the Gulf of Mexico Energy Security Act of 2006, Jackson County is entitled to a direct share of revenue generated by Gulf of Mexico energy leasing and production, which can be used for projects and activities including conservation, coastal restoration, hurricane protection, resilience, and infrastructure affected by offshore oil and gas activities; and

WHEREAS, maintaining and expanding access to Gulf of Mexico energy resources will enhance the quality of life and economic strength of Jackson County, the state, and the nation.

NOW THEREFORE BE IT RESOLVED, that we, the members of the Jackson County Board of Supervisors, support continued and increased exploration and production of the Gulf of Mexico, and urge the Bureau of Ocean Energy Management to finalize a 2019-2024 National OCS Program that maintains and expands access to Gulf of Mexico energy resources.

BE IT FURTHER RESOLVED, that we, the members of the Jackson County Board of Supervisors, urge the United States Congress to keep its commitment under the Gulf of Mexico

Energy Security Act to share OCS revenues with Gulf producing states and their coastal political subdivisions, and to lift the existing cap on revenue-sharing with the Gulf Coast states, to ensure that Jackson County can continue to provide the nation with critical energy supplies and maintain and improve the infrastructure that is necessary to do so.

BE IT FURTHER RESOLVED, that the Clerk of the Jackson County Clerk of the Board transmit duly authenticated copies of this resolution to the President of the United States, the United States Secretary of the Interior, the Director of the United States Bureau of Ocean Energy Management, the Secretary of the United States Senate, the Clerk of the United States House of Representatives, and to each member of the Mississippi congressional delegation.

The motion to approve the foregoing resolution was made by Supervisor Cumbest seconded by Supervisor Taylor, and the following vote was recorded:

Supervisor Cumbest	yes
Supervisor Harris	yes
Supervisor Taylor	yes
Supervisor Ross	yes
Supervisor Bosarge	yes

RESOLVED, this the 16th day of January, 2018.

ATTEST:

BOARD OF SUPERVISORS

Clerk of the Board

By: President

CHANCERY CLERK JACKSON COUNTY, MISS.

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI SUPPORTING THE CONTINUED AND INCREASED EXPLORATION AND PRODUCTION OF GULF OF MEXICO ENERGY RESOURCES

WHEREAS, families and businesses in Pascagoula welcome access to affordable and reliable energy, whether gasoline or electricity, as well as investments that lead to jobs and tax revenues and provide essential services such as hospitals, roads, emergency services and schools; and

WHEREAS, the energy sector contributes significant numbers of jobs and tax revenues to Pascagoula as well as to the state and national economies; and

WHEREAS, the lives and well-being of those who reside and work in Pascagoula benefit from a vibrant Gulf of Mexico energy sector; and

WHEREAS, the United States Bureau of Ocean Energy Management is developing a 2019-2024 National Outer Continental Shelf Oil and Gas Leasing Program; and

WHEREAS, in Fiscal Year 2014 alone, Gulf of Mexico energy development supported over six hundred fifty thousand jobs and contributed over $64 billion in gross domestic product, including 13,000 jobs and $1 billion in Gross Domestic Product in Mississippi, and provided over $7 billion in revenue to the federal government; and

WHEREAS, one study has estimated that for Mississippi, expanded access to Gulf of Mexico oil and natural gas resources could create nearly 12,000 jobs, over $890 million in annual Gross Domestic Product, and over $1.6 billion in state government revenue; and

WHEREAS, under the Gulf of Mexico Energy Security Act of 2006, Jackson County is entitled to a direct share of revenue generated by Gulf of Mexico energy leasing and production, which can be used for projects and activities including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and

WHEREAS, maintaining and expanding access to Gulf of Mexico energy resources will enhance the quality of life and economic strength of Pascagoula, the state, and the nation.

NOW THEREFORE BE IT RESOLVED, That we, the members of the Pascagoula City Council, support continued and increased exploration and production of Gulf of Mexico, and urge the Bureau of Ocean Energy Management to finalize a 2019-2024 National OCS Program that maintains and expands access to Gulf of Mexico energy resources.

BE IT FURTHER RESOLVED, That we, the members of the Pascagoula City Council, urge the United States Congress to keep its commitment under the Gulf of Mexico Energy Security Act to share OCS revenues with Gulf producing states and their coastal political subdivisions to ensure that Jackson County can continue to provide the nation with critical energy supplies and maintain and improve the infrastructure that is necessary to do so.

BE IT FURTHER RESOLVED, That the Clerk of the Pascagoula City Council transmit duly authenticated copies of this resolution to the President of the United States, the United States Secretary of the Interior, the Director of the United States Bureau of Ocean Energy Management, the Secretary of the United States Senate, the Clerk of the United States House of Representatives, and to each member of the Mississippi congressional delegation.

The motion to approve the foregoing resolution was made by Councilwoman Colmer and seconded by Councilman Jones, and the following vote was recorded:

Mayor Maxwell	Voting Aye
Councilman Jones	Voting Aye
Councilman Wolverton	Voting Aye
Councilman Burrow	Voting Aye
Councilman Parker	Recused
Councilman Tipton	Voting Aye
Councilwoman Colmer	Voting Aye

RESOLVED, this the 19th day of December, 2017.

ATTEST:

Karen Kennedy

City Clerk

CITY COUNCIL

By: Dane Maxwell

Mayor

(Seal of the City of Pascagoula)

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 Ext. 315**

Summary Explanation: Authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed $73,005.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, during periods of heavy rain, residents on Bemis Avenue repeatedly deal with sewer issues including sewer back-ups in their homes. There are approximately 25 residences on Bemis Avenue that will benefit from upgrades including a new gravity sewer system; and

WHEREAS, Seymour Engineering will provide an easement acquisition survey, design surveys, and project representation/inspection for proposed Bemis Avenue sewer upgrades;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed $73,005 is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	02/14/2018
Subject:	Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project

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REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed $73,005.

BACKGROUND:

During periods of heavy rain, residents on Bemis Avenue have had issues with sewer back-up in their homes. There are approximately 25 residences on Bemis that will benefit from upgrades including a new gravity sewer system.

DISCUSSION:

Seymour will provide an easement acquisition survey, design surveys, and project representation/inspection for proposed Bemis Avenue sewer upgrades.

RECOMMENDATION:

The Grants and Projects Administrator recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed $73,005.

The City Council may:
1) Approve entering into a professional services agreement with Seymour Engineering for the Bemis Avenue project as presented; or
2) Not approve entering into a professional services agreement with Seymour Engineering for the Bemis Avenue project as presented.

ATTACHMENTS:

1. Bemis Ave. Agreement

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of ___________, 2018, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct a new gravity sewer system on Bemis Avenue to serve approximately 25 residential homes. Gravity sewer and force mains will also be installed on Old Spanish Trail in Gautier, Mississippi (hereinafter called the Project).

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

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design.

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

1.3. Final Design Phase.

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

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

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

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

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

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

1.4 Bidding or Negotiating Phase.

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

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

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

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

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

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

1.5. Construction Phase.

During the Construction Phase:

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

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

> 1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.
>
> 1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative

(and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

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

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

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

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

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

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

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

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

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

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

1.5.10 *Contractor(s)' Completion Documents*. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

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

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

1.5.13 *Indemnification*. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.
If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

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

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

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

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of $1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.3 Exhibit C Payments to Engineer, consisting of 2 pages.

5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

____ _________________________

OWNER: DATE:

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER

ADDRESS FOR GIVING NOTICES:

3330 GAUTIER VANCLEAVE RD.
GAUTIER, MS 39553

____ _________________________

ENGINEER: DATE:

MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING

ADDRESS FOR GIVING NOTICES:

925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on **February ___, 2018**, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

    a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

    b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

    a. Record date of receipt of Shop Drawings and samples.

b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports

a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B

STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	$175.00/HOUR
ENGINEER (P.E.)	$160.00/HOUR
PROJECT MANAGER	$150.00/HOUR
ENGINEER (E.I.T.)	$140.00/HOUR
ENVIRONMENTAL SCIENTIST	$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN	$105.00/HOUR
ENGINEERING TECHNICIAN	$75.00/HOUR
DESIGN/CADD TECHNICIAN	$95.00/HOUR
DRAFTSMAN (CADD)	$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	$60.00/HOUR
CLERICAL	$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	$120.00/HOUR
SURVEY ASSISTANT	$75.00/HOUR
SURVEY CREW (TWO-MAN)	$140.00/HOUR
SURVEY CREW (THREE-MAN)	$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	$150.00/HOUR
HYDROGRAPHIC SURVEY CREW	$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours)	$135.00/HOUR

<u>REIMBURSABLE</u>

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

EXHIBIT C

PAYMENTS TO ENGINEER

ENGINEERING DESIGN.............................The engineering Design Fee shall be computed in accordance with Curve B Compensation for Basic Services expressed as a percentage of Construction Cost for projects of average complexity (See Attached Graph).

EASEMENT ACQUISITION SURVEYS 1 / @ $1,500 EACH – (ADDITIONAL SERVICES).........$1,500.00

DESIGN SURVEYS – (ADDITIONAL SERVICES)...$29,105.00

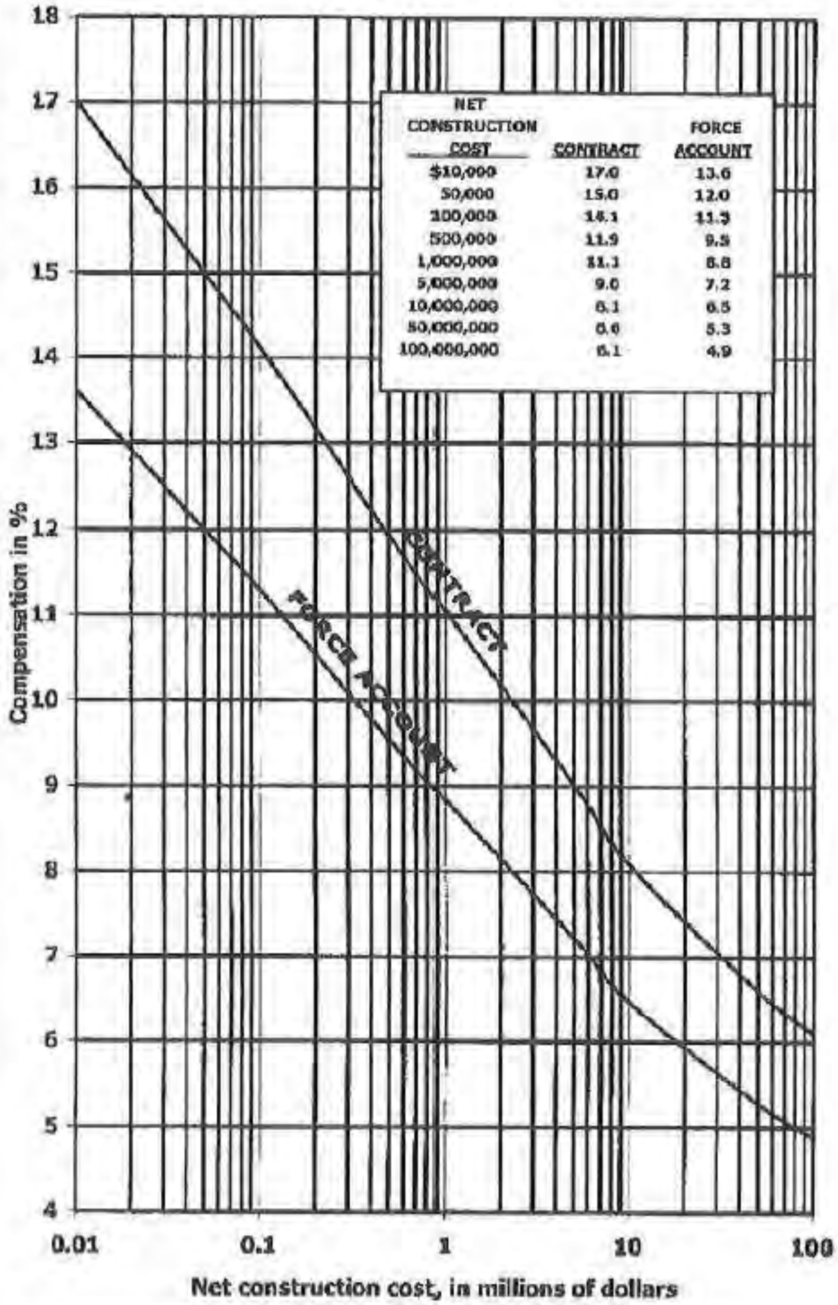
PROJECT REPRESENTATION/INSPECTION..$42,400.00

ATTACHMENT TO EXHIBIT C – PAYMENTS TO ENGINEER

Engineering and Design Services of Average Complexity

ENGINEERING AND DESIGN SERVICES

CURVE B, COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY



NET CONSTRUCTION COST	CONTRACT	FORCE ACCOUNT
$10,000	17.0	13.6
50,000	15.0	12.0
100,000	14.1	11.3
500,000	11.9	9.5
1,000,000	11.1	8.8
5,000,000	9.0	7.2
10,000,000	8.1	6.5
50,000,000	6.6	5.3
100,000,000	6.1	4.9

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:	February 20, 2018
Title:	Authorization to enter into a General Services Agreement with Waggoner Engineering for work associated with a Capital Improvements Plan
Introduced by:	
Contact Person/Telephone	April Havens 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a general services agreement with Waggoner Engineering for work associated with the Bemis Avenue Sewer Project in an amount not to exceed $242,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City of Gautier has secured $10 million in bond funding to make improvements to its water and sewer system; and

WHEREAS, the City desires to retain Waggoner Engineering to develop a Water and Sewer Capital Improvements Plan (CIP) in order to evaluate the condition of its current water and wastewater infrastructure and make 4-, 8-, and 12-year recommendations for improvements, and to provide Program Management and Administration services to assist with implementation of municipal priorities;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed $242,000 is hereby authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	02/14/2018
Subject:	Authorization to enter into a General Services Agreement with Waggoner Engineering for work associated with a Capital Improvements Plan

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REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed $242,000.

BACKGROUND:

The City of Gautier has secured $10 million in bond funding to make improvements to its water and sewer system. The City desires to retain Waggoner Engineering to develop a Water and Sewer Capital Improvement Plan (CIP) in order to evaluate the condition of its current water and wastewater infrastructure and make 4-, 8-, and 12-year recommendations for improvements, and to provide Program Management and Administration services to assist with implementation of municipal priorities.

DISCUSSION:

Under Task Order #1, Waggoner will provide a Capital Improvements Plan, pilot water treatment testing, and program development for infrastructure needs. The CIP will take approximately 6 months to complete and will include an examination and prioritization of the City's infrastructure needs and a plan going forward to utilize bond and grant funding. Under the pilot program, Waggoner will examine other water treatment methods that might work within the City and examine and compare the costs and ongoing operation and maintenance associated with various options. The program development task will allow Waggoner to work with bond counsel and multiple other funding sources to make sure that the City meets all timelines and maximizes/leverages its bond funds.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan in an amount not to exceed $242,000.

The City Council may:
1) Approve entering into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan as presented; or
2) Not approve entering into a general services agreement with Waggoner Engineering for work associated with a Capital Improvements Plan as presented.

ATTACHMENTS:

1. Gautier Gen Svc Agrmt and TO #1

GENERAL SERVICES AGREEMENT
BETWEEN
CITY OF GAUTIER, MISSISSIPPI
AND
WAGGONER ENGINEERING, INC.

This **GENERAL SERVICES AGREEMENT** (this "Agreement") is made by and between:

Name:	City of Gautier
Address:	3330 Highway 90, Gautier, MS 39553
Telephone:	228-497-8000
Representative:	Ms. Paula Yancey, City Manager

(referred to in this Agreement as "Client")

AND

Name:	Waggoner Engineering, Inc.
Address:	143-A LeFleur's Square, Jackson, MS 39211
Telephone:	601-355-9526
Representative:	Austin Moore, PE

(referred to in this Agreement as "Waggoner"), in connection with the **General Services** (the "Project"), effective as of the ______ day of __________________, 2018 (the "Effective Date").

In consideration of the mutual covenants and promises set forth in this Agreement, Client and Waggoner agree as follows:

1. **SERVICES.** Owner desires to engage Waggoner to perform or furnish professional engineering or other requested services of the type described generally in Exhibit A attached to this Agreement ("Services"). Services will be provided by Waggoner upon receipt of individual task orders issued by Owner (a form of which is attached as Exhibit C). Client may request Waggoner to perform additional services not described in a Task Order ("Additional Services"). Unless agreed otherwise by Waggoner, Client shall compensate Waggoner for Additional Services on an hourly basis using the rates attached to this Agreement as Exhibit B. Waggoner reserves the right to require written authorization by Client prior to performing any Additional Services.

   (a) **Standards of Practice**. Waggoner will perform the Services described in each Task Order in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Waggoner makes no other representation or warranty regarding its Services. Client may not infer any additional or different representation or warranty by Waggoner from any report, opinion, document or other communication made by or on behalf of Waggoner.

   (b) **Changes in Scope of Services**. The Scope of Services described in each Task Order is based on facts known at the time of execution of the Task Order, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, the Scope of Services may not be fully defined at the time of execution of the Task Order. As the Services progress, facts discovered may indicate the need for changes to the Scope of Services. Changes in the Scope of Services will result in a change in agreed upon compensation if the change in Scope of Services changes the amount of work or expertise required of Waggoner.

2. **COMPENSATION.**

(a) Client shall compensate Waggoner for the Services provided under each Task Order in the amount and in the manner provided by the Task Order. Client shall also reimburse Waggoner for all reasonable expenses incurred in the performance of the Services, to include printing, travel, lodging and subsistence, and equipment use in accordance with Exhibit B.

(b) Waggoner will invoice Client monthly based upon the work completed during the billing period, and will Client shall pay Waggoner within 30 days after receipt of Waggoner's monthly invoice. Waggoner will submit a separate invoice for each Task Order. Any invoice not paid within forth-five days of receipt shall bear interest at the rate of 1.5% per month in accordance with MISS. CODE ANN. § 31-7-305.

(c) Waggoner reserves the right to modify its Hourly Rate Schedule as of January 1 of each year that the Agreement is in effect. Waggoner understands and acknowledges that any such modification will require approval by the City Council.

3. **TERM OF AGREEMENT; SCHEDULE OF PERFORMANCE.**

(a) This Agreement shall be effective as of the Effective Date and shall continue, unless sooner terminated in accordance with the provisions of this Agreement, for a period of one calendar year. Unless terminated in accordance with the provisions of this Agreement, this Agreement will automatically renew on each anniversary of the Effective Date for a successive period of one calendar year. Expiration or termination of this Agreement shall have no effect on the Services to be provided under a particular Task Order unless the Task Order is also terminated.

(b) The schedule for performance of Services under each Task Order shall be set forth in the Task Order. In the event of any delays in performance of the Services to be provided under any Task Order through no fault of Waggoner, Waggoner shall be entitled to an equitable adjustment in compensation to address increased costs of performing the Services.

4. **CLIENT RESPONSIBILITIES.**

(a) **Information/Reports**. Client shall furnish Waggoner with all applicable reports, studies, site characterizations, regulatory orders and similar information in its possession relating to the Services to be performed by Waggoner under each Task Order. Unless specified otherwise in a particular Task Order, in performing the Services, Waggoner may rely upon Client-furnished information without independent verification.

(b) **Representative**. Client shall designate a representative who shall have authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to the Services performed or to be performed under each Task Order.

(c) **Decisions**. Client shall provide all criteria and full information as to Client's requirements for the Services under each Task Order, obtain necessary approvals and permits (unless specified otherwise in the particular Task Order), attend project meetings, provide interim reviews on an agreed-upon schedule, make decisions as to project alternatives, and generally participate in the project to the extent necessary to enable Waggoner to performance the Services in a timely and efficient manner.

(d) **Access**. Client shall provide Waggoner safe access to the project site and any other premises under Client's control necessary for Waggoner to perform or provide the Services described in each Task Order.

(e) **Utilities and Other Underground Improvements**. Client shall furnish to Waggoner information identifying the type and location of any underground utilities or other underground improvements that affect the Services under any Task Order. As part of any design, testing or other Services that include ground penetrations, Waggoner will prepare one or more plans that show the locations intended for subsurface penetrations for Client's approval.

5. **OWNERSHIP OF INSTRUMENTS OF SERVICE**. Client acknowledges Waggoner's design and construction documents as instruments of professional service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Waggoner as instruments of service shall remain the property of Waggoner. Waggoner shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon payment of all compensation due Waggoner, Client shall have a perpetual license to use all instruments of Waggoner's Services for the purposes contemplated by the Task Order under which they were prepared. Client shall not reuse or make any modification to any plans, specifications or other instruments of Waggoner's Services without the prior, written authorization of Waggoner.

6. **PROVISIONS APPLICABLE TO PARTICULAR TYPES OF SERVICES.**

(a) **Construction Observation**.

(i) If Waggoner is retained to provide construction observation services as part of a Task Order, Waggoner shall visit the project site at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the contractor's work is proceeding in general accordance with the plans and specifications for the work. Unless specified otherwise in a Task Order, Waggoner will not make detailed inspections or provide exhaustive or continuous review and observation of any construction or other services provided by a third party. Waggoner does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work for Client.

(ii) If the Scope of Services set forth in a particular Task order does not include observation or review of the performance by Waggoner of any construction or other third-party services, Client assumes all responsibility for interpretation of the plans, specifications and other contract documents and for construction observation and supervision.

(b) **Hazardous Materials**.

(i) Unless the Scope of Services in any particular Task Order specifies otherwise, the Services do not include any services related to investigations for or abatement or remediation of hazardous or toxic materials ("Hazardous Materials"). In the event Waggoner or any other party encounters any Hazardous Materials at any project site, or should it become known in any way that Hazardous Materials may be present at the any project site or any adjacent areas that may affect the performance of the Services, Waggoner may, at its option and without liability for consequential or any other damages, suspend performance of the Services (in whole or in part) until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the Hazardous Materials.

(ii) Client shall furnish or cause to be furnished to Waggoner all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Materials at or near each project site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall Waggoner be required to sign a hazardous waste manifest or take title to any Hazardous Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.

(iii) Client agrees that Waggoner neither created nor contributed to the creation or existence of any Hazardous Materials at any project site, and in consideration of the substantial risks to Waggoner posed by the presence or potential presence of Hazardous Materials, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Waggoner, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about any project site (whether by Client, any predecessor in title or any third party) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the project site.

(c) **Testing and Observation**. If the Scope of Services in a Task order specifies any testing of materials, Waggoner will provide test results and opinions based on tests and field observations only for the work actually tested. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Client is responsible (even if delegated to contractor) for requesting any additional testing services that Client deems appropriate for the Project beyond that provided in the Scope of Services. Waggoner's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects in its work or create a warranty or guarantee by Waggoner. Waggoner will not supervise or direct the work performed by Client's contractor or its subcontractors, and neither any testing nor construction observation performed by Waggoner shall result in Waggoner being or becoming responsible for means and methods of construction.

(d) **Testing Laboratory Services**. All laboratory testing services will be performed by a third party. Client understands that Waggoner may not be knowledgeable in the procedures of the testing laboratory's services and will not rely upon Waggoner to verify the quality or accuracy of the testing laboratory's reports.

(e) **Sample Disposition Upon Completion of Testing**. Unless specified otherwise in a particular Task Order, material samples will be considered consumed in testing and will be disposed of upon completion of the tests.

7. **INSURANCE**. Throughout the term of this Agreement, Waggoner shall maintain the following minimum insurance coverages:

(a) Workers' compensation insurance in such amounts as may be required under the laws of the State of Mississippi.

(b) Comprehensive general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

(c) Automobile liability insurance with a combined single limit of not less than $1,000,000.

(d) Professional liability insurance in an amount of not less than $1,000,000 annual aggregate, on a claims-made basis.

At Client's request, Waggoner shall add Client as an additional insured under Waggoner's automobile liability and general liability policies, but only with respect to the Services.

8. **TERMINATION**. Either Client or Waggoner may terminate this Agreement or any Task Order at any time with or without cause upon giving the other party seven (7) calendar days prior, written notice. Client shall pay Waggoner for all Services performed and all costs incurred up to the date of termination within thirty (30) calendar days of the date of termination.

9. **DISPUTE RESOLUTION**. The parties agree to attempt to settle any disputes arising under this Agreement or any Task Order in an amicable manner through discussions between the parties' senior management representatives. If a dispute cannot be resolved in this manner within a reasonable parties of time, the parties agree to submit the matter to non-binding mediation prior to filing any legal proceedings. Mediation shall be conducted in accordance with the mediation Rules of the American Arbitration Association with the parties sharing the cost of the mediator(s) equally.

10. **NOTICES**. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, one business day after deposit with a nationally recognized overnight courier, delivery fees prepaid, or, if mailed, three business days after deposit in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown below:

Client: City of Gautier
3330 Highway 90
Gautier, MS 39553
Telephone: 228-497-8000

Waggoner: 143-A LeFleur's Square
Jackson, Mississippi 39211
Telephone: (601) 355-9526

Attention: Hunter T. Arnold

Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

11. **GENERAL PROVISIONS.**

(a) **Amendments**. This Agreement represents the complete agreement between Client and Waggoner with respect to the subject matter hereof and may only be amended, supplemented, modified or cancelled by a duly executed instrument executed by the party sought to be charged.

(b) **Third Party Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Waggoner. Waggoner's Services under this Agreement are being performed solely for Client's benefit, and no other entity, including Client's contractors, shall have any claim against Waggoner because of this Agreement or the performance or nonperformance of any Services under this Agreement.

(c) **Delays**. If events beyond the control of Client or Waggoner, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Waggoner shall be entitled to an equitable adjustment in compensation.

(d) **Safety**. Waggoner shall have no responsibility for or control over general job site safety of persons other than Waggoner employees.

(e) **Construction Means, Methods, Techniques.** Waggoner shall not have any responsibility for or control over any contractors means, methods, techniques or sequencing of any work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF GAUTIER, MISSISSIPPI	**WAGGONER ENGINEERING, INC.**
______________________________	______________________________
By:___________________________	By:___________________________
Title:_________________________	Title:_________________________

T:\Gautier the City\00170XXX - Gautier WSD CIP\1 - Project Management\A – Contracts\Gautier Gen Svc Agrmt and TO #1 v2

Exhibit A
Waggoner Engineering, Inc.
Scope of Work

It is anticipated that professional services performed pursuant to this Agreement may include the following General Services, including:

1. General Consultation
2. Planning
3. Mapping
4. Exhibits Preparation
5. Reports
6. Schematic Drawings
7. Detailed Drawings
8. Construction Drawings
9. Construction Specifications
10. Opinions of Cost
11. Site Identification, Selection, Layout, & Design
12. Topography Surveys
13. Boundary Surveys
14. Spatial and Digital Ortho Mapping
15. Geographic Information Systems
16. Construction/As-Built Surveys
17. Project Conceptualization
18. Project Implementation, Approach, & Support
19. Coordination with Regulatory Agencies
20. Construction Administration & Review
21. Environmental Screening
22. Wetlands Evaluation
23. Sanitary Sewer Engineering & Design
24. Wastewater Treatment Facilities
25. Traffic Signalization
26. Geotechnical Engineering
27. Architectural Consultation
28. GIS Surveys
29. Structural Engineering
30. Flood Plain Analysis
31. Hydraulic/Hydrologic Engineering
32. Transportation Planning
33. Roadway Design
34. Stormwater Management
35. Mechanical & Electrical System Design
36. Commercial & Industrial Building Layout & Design
37. Structural Evaluation
38. Airport Planning & Design
39. Water Distribution Systems
40. Program Management

Exhibit B
Waggoner Engineering, Inc.
Hourly Rate Schedule

WAGGONER ENGINEERING, INC.
2017 - 2018 BILLING RATES

EMPLOYEE CATEGORY	RATES	
Sr. Principal	$225.00	Per Hour
Principal	$205.00	Per Hour
Sr. Discipline Manager	$190.00	Per Hour
Discipline Manager	$160.00	Per Hour
Sr. Project Manager	$185.00	Per Hour
Project Manager	$155.00	Per Hour
Sr. Project Engineer	$145.00	Per Hour
Project Engineer	$130.00	Per Hour
Engineer Intern	$120.00	Per Hour
Graduate Engineer	$110.00	Per Hour
Architect Intern	$125.00	Per Hour
Production Manager	$140.00	Per Hour
Senior Designer	$125.00	Per Hour
Designer	$110.00	Per Hour
GIS Analyst	$120.00	Per Hour
Administrative I	$60.00	Per Hour
Administrative II	$75.00	Per Hour
CADD/GIS/Survey Technician I	$85.00	Per Hour
CADD/GIS/Survey Technician II	$97.00	Per Hour
CADD/GIS/Survey Technician III	$115.00	Per Hour
Construction Rep I	$100.00	Per Hour
Construction Rep II	$120.00	Per Hour
Surveying Manager	$125.00	Per Hour
Professional Land Surveyor	$120.00	Per Hour
Survey Supervisor	$120.00	Per Hour
Survey Crew*		
One Man Robotic Total Station/GPS Crew	$125.00	Per Hour
Two Man	$145.00	Per Hour
Three Man	$185.00	Per Hour
Four Man	$215.00	Per Hour
Cadd/GIS Equipment	$20.00	Per Hour
Four Wheeler	$30.00	Per Day
IRS Current Standard Mileage Rate	Actual	

WAGGONER ENGINEERING, INC.
2017 BILLING RATES

REIMBURSABLE EXPENSES			Actual Expense Only		
PHOTOCOPIES					
Copiers					
	Black & White	Letter & Legal	$	0.15	Per Copy
		11X17	$	0.25	Per Copy
		12X18	$	0.30	Per Copy
	Color		$	1.10	Per Copy
Plotters**					
	Black & White	11x17	$	0.40	Per Copy
		12x18	$	0.45	Per Copy
		18x24	$	0.90	Per Copy
		24x36	$	1.80	Per Copy
	Color	11x17	$	1.50	Per Copy
		12x18	$	1.80	Per Copy
		18x24	$	3.60	Per Copy
		24x36	$	7.20	Per Copy

**Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment.*
***Oversized or odd sized plots are billed at $0.25/sq ft for black & white, and $1.00.sq ft for color.*

Per Diem:
When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out of town project and per diem will be charged at the rate of $90.00 per day per person, excluding areas that have been recently impacted by a natural disaster. Per Diem rates for said disaster areas shall be charged at the rate of $150 per day per person.

Travel Time:
Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective through December 31, 2018.
WEI reserves the right to adjust the hourly rates after December 31, 2018. Any such adjustment is subject to approval by the City Council.

Exhibit C
Waggoner Engineering, Inc.
Task Order Form

Task Order No. 1	
Additional Pages Attached: 5	
Date of Task Order:_______________, ____________	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF GAUTIER, MISSISSIPPI	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Gautier, Mississippi dated _________________________, 2018 is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Water and Sewer Capital Improvements Plan

2. **Project Number:**

3. **Project Manager for Client:** Ms. Paula Yancey

4. **Project Manager for Waggoner:** Mr. Austin M. Moore, PE

5. **Method of Compensation:** Lump Sum

6. **Task Order Allowable Cost:** $242,000.00. See Attached Schedule of Compensation (Exhibit II)

7. **Scope of Work (see additional pages attached):** See Attached Scope of Work (Exhibit I)

8. **Schedule of Performance (see additional pages attached):** See Attached Scope of Work (Exhibit I)

9. **Approved Subconsultants:** N/A

10. **Special Provisions:** N/A

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF GAUTIER, MISSISSIPPI	**WAGGONER ENGINEERING, INC.**
______________________________	______________________________
By:____________________________	By:____________________________
Title:__________________________	Title:__________________________

TASK ORDER #1

EXHIBIT I
SCOPE OF WORK

PREFACE

The City of Gautier has secured $10M in bond funding to make improvements to its water and sewer system. The City desires to retain Waggoner Engineering to develop a Water and Sewer Capital Improvement Plan (CIP) in order to evaluate the condition of its current water and wastewater infrastructure and make 4-, 8-, and 12-year recommendations for improvements, and to provide Program Management and Administration services to assist with implementation of municipal priorities,.

SCOPE OF WORK

Water and Sewer Capital Improvement Plan

Waggoner will provide professional engineering services in developing a comprehensive Water and Sewer Capital Improvement Plan for Gautier. Waggoner will evaluate and make recommendations for the following:

A. *Water Infrastructure*

1. Water Supply Wells – capacity, age, pumping/maintenance records, water quality, and similar pertinent information
2. Water Storage Tanks – capacity, age, condition, inspection reports
3. Water Supply Lines – evaluate system "bottlenecks" and connectivity (loops)
4. Usage & Capacity – evaluate usage and capacity in various system zones/service areas
5. Expansion of system to serve areas unserved
6. Water System Hydraulic Model – develop a comprehensive model, using Owner provided GIS data, to simulate storage, supply, pressure, and flows for existing conditions and future improvements
7. Water Treatment
   a. Evaluate the current ion exchange color removal plant, including efficiency and O&M
   b. Evaluate alternative color removal technologies, including capital and O&M costs
   c. Provide a membrane filtration pilot unit to evaluate its effectiveness in color removal at one (1) well site
   d. Evaluate and compare ion exchange and membrane filtration treatment processes for providing color-free water throughout the City's system
8. Develop conceptual opinion of probable costs (OPCs) for recommended improvements
9. Develop implementation schedule

B. *Wastewater Infrastructure*

1. Pump stations – condition assessment (pumps, controls, equipment, etc.)
2. Collection system – evaluate existing data from TV inspection, smoke testing, line cleaning, etc.
3. Capacity – evaluate land use and zoning to identify population projections and growth areas

4. Expansion of system to serve any unserved areas in the City limits
5. Flow monitoring – evaluate dry and wet weather flows to better understand inflow & infiltration
6. Stormwater – evaluate stormwater infrastructure which affects wastewater – inflow & infiltration, building back-ups, SSO problem areas
7. Develop conceptual opinion of probable costs (OPCs) for recommended improvements
8. Develop implementation schedule

C. Program Management & Administration

1. Program Management

Waggoner will develop a framework for implementation of the City's priorities identified by infrastructure plans and initiatives and requested by the City. The management and administration activities as part of this framework development and execution are outlined below. Waggoner will assist the City through the execution of the following tasks, in the development of the Program:

a. Compiling, defining, and analyzing various infrastructure planning documents and information related to the mission, capabilities, assets, and resources of the City.
b. Developing an Immediate Action Report, including a qualitative assessment of various infrastructure plans (to be furnished by City), along with strategy and action items that the City and its stakeholders can utilize immediately to commence implementation of the Program.
c. Developing project concepts, concept-level opinions of probable costs, policy concepts, priorities, and resource strategies in order to advance overall Program implementation, including the development of concept papers, graphic exhibits, and presentation materials.
d. Developing baseline strategies for securing resources in continuation of the Program. These efforts may consist of innovative short-term or long-term financing.
e. Identifying institutional arrangements that will best serve Program objectives.

2. Program Administration

Waggoner will assist the City in execution of the following tasks in support of the Program:

a. Updating, further defining, prioritizing the various strategies of the Program, to include concepts, priorities, budgets, and funding scenarios for program elements identified by the City. Waggoner will prepare supporting documentation, to assist in advancing overall program implementation, including narrative concept papers, graphic exhibits and presentation materials.
b. Advancing of the City's Program objectives through supporting information.

D. Schedule

Task	Duration	Cumulative Time
Initiate Services/Kickoff	2 Weeks	2 Weeks
Data Collection of System	2 Weeks	4 Weeks
Evaluation of Data	8 Week	12 Weeks
Draft CIP	4 Weeks	16 Weeks
Client Review	2 Weeks	18 Weeks
Finalize CIP	4 Weeks	22 Weeks
Presentation to City	1 Week	23 Weeks
Program Management and Administration	24 Weeks	47 Weeks

E. Deliverables

Waggoner will prepare a draft report for presentation to the City. Upon receipt of reviewed comments from the City, Waggoner will prepare the final report and present to the City. Waggoner will provide five (5) copies of the report and a digital PDF file.

TASK ORDER #1

EXHIBIT II
SCHEDULE OF COMPENSATION

Waggoner will invoice for its services related to the proposed project on a lump sum basis in accordance with the schedule shown below. The estimated budgets are summarized below. Monthly status reports will be submitted with each invoice, and budgets will not be exceeded without written authorization.

	Project Task	Schedule	Budget
	Water & Sewer Capital Improvements Plan	See Scope	$242,000
Total			$242,000

City will be invoiced on a monthly basis for work completed during the billing period. City shall pay Waggoner within 45 days after receipt of Waggoner's monthly billing. The payment shall not be contingent or dependent upon any action or undertaking of the City other than those conditions, if any, specifically set forth in this Agreement.

City shall compensate Waggoner on a percent complete basis for each billing period for services set forth herein. If complications or other unforeseen factors cause a change in the scope of work which may cause Waggoner to exceed the established budgets, Waggoner will promptly notify City in advance of performing additional work and proceed only pursuant to written agreement with the City.

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order #2018-01 with Garner Russell & Associates, INC. for renovations and upgrades to Bacot Park Sports Complex**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization to enter into a professional services agreement (Task Order Edition) and approval of Task Order #2018-01 with Garner Russell & Associates, INC. in the amount of $10,000.00 for study and report services to develop a detailed scope of work for renovations and upgrades to Bacot Park Sports Complex.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, periodically the City of Gautier may seek professional engineering services for specific projects throughout the City. Garner Russell & Associates, INC. proposed to document each engagement by a Task Order. This agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this agreement;

WHEREAS, Garner Russell & Associates, INC. will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including costs estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the professional services agreement with Garner Russell & Associates, INC. (Task Order Edition) is hereby authorized and Task Order #2018-01 in the amount of $10,000.00 is hereby approved.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	02/15/2018
Subject:	Authorization and approval of a Professional Services Agreement (Task Order Edition) and Task Order# 2018-01 with Garner Russell & Associates, INC. for renovations and upgrades to Bacot Park Sports Complex

REQUEST:

The Recreation Department requests City Council authorization to enter into a professional services agreement (task order edition) and approval of Task Order # 2018-01 with Garner Russell & Associates, INC. in the amount of $10,000 for study and report services to develop a detailed scope of work for renovations and upgrades to Bacot Park Complex.

BACKGROUND:

From time to time the City may need professional engineering services for specific projects throughout the City. Garner Russell & Associates, INC. proposes to document each engagement by a Task Order. This Agreement will set forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. In an effort to attract more recreational activities at Bacot Park, upgrades to the facilities are needed

DISCUSSION:

Garner Russell & Associates, INC. will provide study and report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

RECOMMENDATION:

The Recreation Department recommends that City Council authorize entering into a professional services agreement (Task Order Edition) and approve Task Order# 2018-01 in the amount of $10,000 with Garner Russell & Associates, INC.

City Council May:

1. Approve the professional services agreement (task order edition) and approve Task Order # 2018-01 in the amount of $10,000 with Garner Russell & Associates, INC.

2. Not approve the professional services agreement (task order edition) and not approve Task Order # 2018-01 in the amount of $10,000 with Garner Russell & Associates, INC.

ATTACHMENT(S):

Professional Services Agreement (Task Order Edition)
Task Order # 2018-01 Bacot Park Sports Complex Study and Report Services

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of ______________________ ("Effective Date of the Agreement") between

CITY OF GAUTIER, MISSISSIPPI ("Owner") and

A. GARNER RUSSELL & ASSOCIATES, INC. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for Two (2) years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

B. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations;

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk; (3) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.

B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, “Insurance.” Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.

C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

E. All policies of property insurance relating to a Specific Project, including but not limited to any builder’s risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner’s sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days as a result of Owner's action or inaction which results in a material breach of this agreement or task order, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state of Mississippi.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. *Percentage Share of Negligence*: Contributory negligence shall be determined and established in accordance with the laws and statutes of the State of Mississippi.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

F. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders**.**

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

F. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

OWNER: CITY OF GAUTIER, MISSISSIPPI	ENGINEER: A. GARNER RUSSELL & ASSOCIATES, INC.
By: ______________________	By: ______________________
Print Name: Paula Yancey	Print Name: Scott Burge, PE
Title: City Manager	Title: President
Date Signed: ______________________	Date Signed: ______________________
	Engineer License or Firm's Certificate No. (if required): 9550
	State of : Mississippi
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
3330 Highway 90, Gautier, MS 39503	520 33rd Street, Gulfport, MS 39507
DESIGNATED REPRESENTATIVE (Paragraph 8.04):	DESIGNATED REPRESENTATIVE (Paragraph 8.04):
Paula Yancey	Chad N. Jordan, PE
Title: City Manager	Title: Project Manager
Phone Number: 228-497-8000	Phone Number: 251-421-3437
E-Mail Address: pyancey@gautier-ms.gov	E-Mail Address: chad.jordan@garnerrussell.com

ATTACHMENT 1
SUGGESTED FORM OF
TASK ORDER

This is Task Order No. _________, consisting of ______ pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ ] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:
b. Owner:
c. Engineer:
d. Specific Project (title):
e. Specific Project (description):

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services (A1.05.A.2)
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Other Services

Engineer shall also provide the following services:

D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	**Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.**	**Within [ ] days of the Effective Date of the Task Order.**
Owner	**Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.**	**Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.**
Engineer	**Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.**	**Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.**
Owner	**Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.**

Engineer	**Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.**	**Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**
Engineer	**Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of Owner's authorization to proceed with Final Design Phase services.**
Owner	**Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.**	**Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	**Amount**	**Basis of Compensation**
1. Basic Services (Part 1 of Exhibit A)	$[ ]	[ ]
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]

h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

*Based on a [ ] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [ ].

OWNER:	ENGINEER:
By: ________________	By: ________________
Print Name: ________________	Print Name: ________________
Title: ________________	Title: ________________
	Engineer License or Firm's Certificate No. (if required): ____________
	State of: ____________

DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:		Name:	
Title:		Title:	
Address:		Address:	
E-Mail Address:		E-Mail Address:	
Phone:		Phone:	

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Task Order** dated ________________.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:

   b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

   c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but

not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

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

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors , provided that such proposals are allowed by the bidding-related documents (or requests for proposals or

other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such

protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

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

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated ______________________________.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

    a. Property descriptions.

b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

a. Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Perform or provide the following:

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated ________________________________.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January, 2018 to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of 1.0.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 2.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and**

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Letter, Legal or Tabloid Copies	\$0.20/page, black and white \$0.50/page, color
Copies of Drawings	\$2.00/sheet, 24" x 36" \$3.00/sheet, 30" x 42"
Mileage (auto-outside 3 coastal county area)	\$0.55/mile
Meals and Lodging (outside 3 coastal county area)	at cost

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated ______________________.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Position	Hourly Rate
Principal	$165.00
Professional Engineer V	$155.00
Professional Engineer IV	$145.00
Professional Engineer III	$135.00
Professional Engineer II	$125.00
Professional Engineer I	$115.00
Engineer Intern III	$115.00
Engineer Intern II	$95.00
Engineer Intern I	$85.00
Professional Land Surveyor	$110.00
Senior Project Manager	$115.00
Sr. Survey Crew Chief	$85.00
Sr. Resident Project Representative	$85.00
Engineering Technician III	$80.00
Engineering Technician II	$75.00
Engineering Technician I	$65.00
CADD Technician III	$90.00
CADD Technician II	$80.00
CADD Technician I	$70.00
Project Technician	$70.00
Administrative/Clerical	$65.00
Surveys with RTK GPS Equipment	$15.00

This is **EXHIBIT D**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated ________________________________.

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

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. *Shop Drawings and Samples*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed* M*odifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

   b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Specific Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

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

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation	Statutory
b. Employer's Liability -	
1. Each Accident:	$ 100,000
2. Disease, Policy Limit:	$ 500,000
3. Disease, Each Employee:	$ 100,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	$ 1,000,000
2. General Aggregate:	$ 2,000,000
d. Excess or Umbrella Liability -	
1. Each Occurrence:	NONE
2. General Aggregate:	NONE
e. Automobile Injury -	
1. Bodily Injury:	
a. Each Accident	N/A
2. Property Damage:	
a. Each Accident	N/A
(OR)	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	$ 1,000,000
f. Other (specify):	
N/A	$ N/A

2. By Owner:

   a. Workers' Compensation: Statutory

   b. Employer's Liability –

      1) Bodily injury, each accident $____________
      2) Bodily injury by disease, each employee $____________
      3) Bodily injury/disease, aggregate $____________

   c. General Liability –

      1) General Aggregate: $____________
      2) Each Occurrence (Bodily Injury and Property Damage): $____________

   d. Excess Umbrella Liability --

      1) Each Occurrence: $____________
      2) General Aggregate: $____________

   e. Automobile Liability –

      1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident $____________

   f. Other (specify): $____________

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as an additional insured.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _______________________.

Amendment To Task Order No. _________

1. Background Data:

a. Effective Date of Task Order:

b. Owner:

c. Engineer:

d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$[ ]
b.	Net change for prior amendments:	$[ ]
c.	This amendment amount:	$[ ]
d.	Adjusted Task Order amount:	$[ ]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:		ENGINEER:	
By:	____________________	By:	____________________
Title:	____________________	Title:	____________________
Date Signed:	____________________	Date Signed:	____________________

TASK ORDER 2018-01
BACOT PARK SPORTS COMPLEX
STUDY AND REPORT SERVICES

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _________________ ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a.	Effective Date of Task Order:	____________________________
b.	Owner:	City of Gautier, Mississippi
c.	Engineer:	A. Garner Russell & Associates, Inc.
d.	Specific Project (title):	Bacot Park Sports Complex Upgrades and Renovations
e.	Specific Project (description):	Study and Report services to develop a detailed scope of work for renovations and upgrades to the existing Bacot Park Sports Complex, including cost estimates, schedules, studies of topography and boundary lines, research of various alternative amenities such as play grounds, courts, field surfaces, scheduling, periodic review meetings with owner, preliminary sketches and conceptual drawings of proposed improvements.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

The services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)

B. Other Services

Engineer shall also provide the following services: **None**.

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

None Anticipated

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	**Furnish 5 review copies of the Report and other Study and Report Phase deliverables to Owner.**	**Within 90 days of the Effective Date of the Task Order.**
Owner	**Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.**	**Within 30 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.**
Engineer	**Furnish 5 copies of the revised Report and other Study and Report Phase deliverables to Owner.**	**Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.**

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	$10,000	Lump Sum

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is ____________________________, 2018.

OWNER: City of Gautier, Mississippi	ENGINEER: A. Garner Russell & Associates, Inc.
By: ______________________	By: ______________________
Print Name: Paula Yancey	Print Name: M. Scott Burge, P.E.
Title: City Manager	Title: President
	Engineer License No.: 9550 State of: Mississippi
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Paula Yancey	Name: Chad Jordan
Title: City Manager	Title: Project Manager
Address: 3330 Hwy 90 Gautier, MS 39503	Address: 633 Delmas Avenue, Suite B Pascagoula, MS 39567
E-Mail Address: pyancey@gautier-ms.gov	E-Mail Address: chad.jordan@garnerrussell.com
Phone: (228) 497-8000	Phone: (251) 421-3437

CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting: February 20, 2018
Title: Approval of Docket of Claims

Introduced by:
Contact Person/Telephone Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	180855	02/20/2018	02/14/2018			8,381.67	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-060-602	FEB 2018 RETAINER	50	02/14/2018		7,916.67
001-060-602	TITLE EXAM:CLEAR POINTE PLAZA	02082018	02/08/2018		465.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	180979	02/20/2018	02/01/2018			1,114.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	BX ROTELLA OIL, FILTER (2)	42373	01/02/2018		80.46
001-161-638	BX ROTELLA OIL, TRANS FLUID(3)	42374	01/03/2018		105.00
001-100-570	BRAKE PADS	42375	01/05/2018		69.80
001-100-570	PERF ROTOR	42376	01/08/2018		102.70
001-100-570	PERF ROTOR	42377	01/10/2018		102.70
001-170-639	5GAL HYD FLUID	42378	01/12/2018		99.00
001-170-639	CS HAVOLINE OIL,JD IGN KEY (4)	42380	01/18/2018		101.50
001-170-639	5GAL HYD FLUID, TRACTOR KEY(2)	42381	01/19/2018		103.26
001-170-639	TRACTOR KEY (3): BACKHOE	42382	01/19/2018		80.64
001-170-639	TRACTOR KEY (3): BACKHOE	42383	01/22/2018		80.64
001-100-570	BRAKE PADS (2)	42384	01/22/2018		65.00
001-205-559	5GAL WASHER FLUID	42389	01/29/2018		62.00
001-205-559	5GAL WASHER FLUID	42390	01/29/2018		62.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	180981	02/20/2018	02/01/2018			2,430.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	MAR 2018 NETWORK SERVICES	3305	01/16/2018		2,280.00
001-092-698	MAR 2018 SYNCRONIZED EMAIL	3305	01/16/2018		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC	180982	02/20/2018	02/01/2018			403.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	CITY FACILITIES	326039	01/31/2018		403.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BLOSSMAN GAS INC	180986	02/20/2018	02/02/2018			319.79	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	TANK RENTAL: NORTH STN	2831965	01/03/2018		12.00
001-161-630	PROPANE: NORTH STN	3067576	01/25/2018		307.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLENS TIRE AND WHEEL	180987	02/20/2018	02/02/2018			399.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	PATCH TIRE: U #50	180247	12/06/2017		25.00
001-100-638	PATCH TIRE: U #26	180247	12/11/2017		25.00
001-100-638	PATCH TIRE: U #52	180247	12/14/2017		25.00
001-100-638	PATCH TIRE: U #51	180247	12/14/2017		25.00
001-100-638	TIRE: DISMOUNT, MOUNT, BAL	180247	12/22/2017		20.00
001-170-639	TIRE, MOUNT: TRAILER	180255	12/21/2017		83.00
001-100-638	TIRE: U #16004	180333	01/29/2018		143.00
001-100-638	ROTATE, BAL: U #16004	180333	01/30/2018		50.00
001-100-638	TIRE DISPOSAL	180247	12/22/2017		3.00

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	180988	02/20/2018	02/02/2017			1,430.17	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	R134A-30 FREON	1978480986	12/29/2017		119.99
001-170-639	BATT, CORE CHG: BUCKET TRUCK	1978481337	01/02/2018		159.62
001-170-639	BATT: BUCKET TRUCK	1978481338	01/02/2018		141.62
001-090-638	BATT: ACO TRUCK	1978481343	01/02/2018		119.39
001-170-638	RADIATOR	1978481344	01/02/2018		264.16
001-090-638	AD ACTUATOR: FORD RANGER	1978481407	01/03/2018		38.19
001-090-638	FILTER,1QT OIL(4):FORD RANGER	1978481884	01/08/2018		19.35
001-161-639	COPPER PLUG (4)	1978481901	01/08/2018		16.76
001-161-639	BATT: GENERATOR	1978481926	01/08/2018		97.75
001-161-639	BRAKE CLN (12), ETHNL TRMT	1978481929	01/08/2018		33.87
001-090-638	FUEL FILTER, LINK KT (2)	1978482069	01/10/2018		44.43
001-161-638	QUICK WAX, WAX DRY	1978482168	01/11/2018		17.48
001-100-570	DISC PAD SET: U #17530	1978482173	01/11/2018		45.83
001-161-638	1GAL CAR WASH	1978482607	01/15/2018		4.99
001-100-570	MINI BULB: U #19614	1978482676	01/16/2018		5.40
001-161-638	LIQUID WAX (2)	1978482803	01/18/2018		25.98
001-170-638	BRAKE ROTOR (2), DIS PAD SET	1978483127	01/22/2018		89.99
001-090-638	1QT OIL (12),FILTER: R302	1978483323	01/24/2018		54.17
001-090-638	5QT OIL, FILTER	1978483341	01/24/2018		19.99
001-100-570	BATT: U #8	1978483419	01/25/2018		145.41
001-161-638	1GAL ANTIFREZ (2): E5	1978483425	01/25/2018		37.98
001-170-639	CRDT RTN: BATT CORE	1978481339	01/02/2018		-18.00
001-170-638	CRDT RTN: RADIATOR	1978481511	01/04/2018		-54.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	180993	02/20/2018	02/05/2018			135.94	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	921616	02/01/2018		135.94

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	180994	02/20/2018	02/05/2018			36.49	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FRAZIER PORT O LET	0000898142	01/31/2018		36.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SYSCON INC	180998	02/20/2018	02/05/2018			1,475.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-698	FEB 2018 COURT SUPPORT	1-43788	02/01/2018		1,475.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	181000	02/20/2018	02/05/2018			962.16	______

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	BATTERY: U #14400	266092	01/03/2018		105.00
001-170-638	CABLE END (10), ANTIFRZ (4)	266102	01/03/2018		56.50
001-161-638	ROTELLA (3), CAP: E1	266108	01/03/2018		57.17
001-161-639	CABLE (13): FD WEST GENERATOR	266138	01/05/2018		59.28
001-170-639	TRI BALL HITCH, LIGHT, CLNR	266245	01/12/2018		48.87
001-205-639	AIR STN PART: CITY HALL	266285	01/16/2018		42.31
001-100-570	TRANS FLUID (12): U #15808	266299	01/17/2018		52.80
001-170-559	WIRE TIES	266395	01/24/2018		12.50
001-170-638	STROBE (2)	266425	01/25/2018		85.00
001-161-638	BACK UP LIGHT (3): E1	266463	01/29/2018		191.38

Docket of Claims

Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	181000	02/20/2018	02/05/2018			962.16	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	BRAKE LIGHT (3): E1	266465	01/29/2018		195.49
001-161-638	SOCKET (6), BULB (6): E1	266492	01/30/2018		55.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	181006	02/20/2018	02/06/2018			84.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	FEB 2018: SR BLDG #120793682	01252018	02/01/2018		84.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE INC	181007	02/20/2018	02/06/2018			130.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	FEB 2018: #107571481	01252018	02/01/2018		130.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION INC	181009	02/20/2018	02/06/2018			1,108.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	2.67 RIP RAP TN	19563	01/31/2018		146.85
001-201-576	11.04 SACTUN A-BASE TN	19563	01/31/2018		331.20
001-201-576	21.02 RAP TN	19563	01/31/2018		630.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	181011	02/20/2018	02/07/2018			595.01	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	TOILET HANDLE, DOOR STOP	901016	12/11/2017		10.24
001-092-510	COMET CLEANER (10)	910121	01/03/2018		9.30
001-170-638	CLEANING SUPPLIES: CROWN VIC	909578	01/04/2018		23.95
001-205-559	REPR BREAKER: SHOP	901253	01/08/2018		17.49
001-001-615	SUPPLIES: MARDI GRAS FLOAT	902580	01/08/2018		53.23
001-170-634	REPR PIPE: CITY PARK	901379	01/09/2018		33.95
001-170-559	CABLE TIES (2)	909795	01/10/2018		49.36
001-170-559	EXCHANGE: SLEDGE HAMMER	915956	01/10/2018		.59
001-170-634	CONDUIT,ADAPTER,ELBOW,COUPLING	901695	01/11/2018		9.57
001-170-634	REPR PIPE:TUBE INSTALLATION(2)	901875	01/12/2018		11.36
001-170-559	3M DUCT TAPE	901875	01/12/2018		8.16
001-170-559	CRDT RTN: EZ PICK UP TOOL	918579	01/22/2018		-17.08
001-170-559	SIGN, TAPE, EZ PICK UP TOOL(3)	909334	01/22/2018		57.83
001-161-638	HEX BOLT (8): E1	902778	01/22/2018		3.20
001-161-559	WP MICROWAVE: CENTRAL STN	915255	01/22/2018		179.55
001-170-559	EZ PICK UP TOOL	918580	01/22/2018		17.09
001-170-559	BLANK KEYS(5), WRENCH, VALVE	909554	01/23/2018		41.21
001-205-559	SCREW,GATE HINGE,SEAT HINGE	901300	01/23/2018		6.48
001-161-559	CLOROX WIPE, BRUSH, EXT POLE	909567	01/23/2018		34.67
001-170-559	NYLON ROPE, CABLE TIES	901441	01/24/2018		44.86

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	181021	02/20/2018	02/08/2018			205.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-588	CYLINDER RENTAL	9950934000	01/31/2018		205.17

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS CRIME LAB	181045	02/20/2018	02/12/2018			120.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	ANALYTICAL FEES	90066189	02/01/2018		120.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	181047	02/20/2018	02/12/2018			98.52	
	Account Number: 001-100-570	Description: PAINTED ROTOR (2)	Invoice #: 9739	Date: 01/11/2018	P.O.		Amount	98.52
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	181048	02/20/2018	02/12/2018			833.33	
	Account Number: 001-170-642	Description: JAN 2018 CLUB SUPPORT	Invoice #: 01312018	Date: 02/05/2018	P.O.		Amount	833.33
001	MS DEPT OF FINANCE & ADMIN	181049	02/20/2018	02/12/2018			22,863.96	
	Account Number: 001-000-300	Description: JAN 2018 COURT ASSESSMENTS	Invoice #: 01312018	Date: 02/01/2018	P.O.		Amount	22,863.96
001	MS DEPT OF PUBLIC SAFETY	181050	02/20/2018	02/12/2018			1,425.00	
	Account Number: 001-000-300	Description: JAN 2018 SPECIAL ASSESSMENTS	Invoice #: 01312018	Date: 02/01/2018	P.O.		Amount	1,425.00
001	C SPIRE WIRELESS	181051	02/20/2018	02/12/2018			1,021.17	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-021-605	CITY MGR CELL PHONES	0030759348	01/31/2018				50.29
	001-022-605	HR CELL PHONES	0030759348	01/31/2018				50.29
	001-040-605	ADMIN CELL PHONES	0030759348	01/31/2018				143.77
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	01/31/2018				246.08
	001-090-698	IPAD SERVICE (3)	0030759348	01/31/2018				102.57
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	01/31/2018				100.58
	001-161-605	FIRE DEPT CELL PHONES	0030759348	01/31/2018				156.86
	001-170-605	RECREATION CELL PHONES	0030759348	01/31/2018				120.44
	001-205-605	MAINT CELL PHONES	0030759348	01/31/2018				50.29
001	FEDERAL EXPRESS	181053	02/20/2018	02/12/2018			41.53	
	Account Number: 001-092-607	Description: OVERNIGHT GRANT DOCUMENTS	Invoice #: 608063052	Date: 02/07/2018	P.O.		Amount	41.53
001	JACKSON COUNTY ADULT DETENTION CENTER	181054	02/20/2018	02/12/2018			8,508.92	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-696	JAN 2018 ADC CHGS	01312018	02/12/2018				8,505.00
	001-010-696	PHARMACY CHGS	01312018	02/12/2018				3.92
001	FEDERAL EXPRESS	181055	02/20/2018	02/12/2018			54.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-607	2DAY SHIP: LEGAL DOCUMENTS	608041119	02/07/2018				26.08
	001-092-607	OVERNIGHT: INSURANCE DOCS	608041119	02/07/2018				28.41
001	CREDIT CARD CENTER	181056	02/20/2018	02/12/2018			2,962.91	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-559	TITLE: 2001 PATHFINDER	45008735	01/05/2018				12.95
	001-021-682	2018 ICSC DUES: YANCEY,P	1681177	01/12/2018				100.00
	001-021-681	HOTEL-MML CONF: YANCEY, P	242	01/11/2018				327.00
	001-001-681	HOTEL-MML CONF: TORJUSEN,P	227	01/11/2018				327.00
	001-001-681	HOTEL-MML CONF: ANDERSON,R	229	01/11/2018				327.00
	001-001-681	HOTEL-MML CONF: COLLEDGE,A	231	01/11/2018				327.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	181056	02/20/2018	02/12/2018			2,962.91	(CONTINUED)
001	MSC 7511	181057	02/20/2018	02/12/2018			470.88	
001	MSC 7511	181058	02/20/2018	02/12/2018			145.10	
001	CINTAS CORPORATION NO 2	181061	02/20/2018	02/12/2018			336.60	
001	DIRECTV LLC	181064	02/20/2018	02/12/2018			136.93	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	181065	02/20/2018	02/12/2018			205.91	
001	A GARNER RUSSELL & ASSOC INC	181066	02/20/2018	02/12/2018			1,200.00	
001	PITNEY BOWES PURCHASE POWER	181068	02/20/2018	02/12/2018			1,200.00	
001	DEREK C MCCOY	181069	02/20/2018	02/12/2018			150.00	
001	FUELMAN	181071	02/20/2018	02/12/2018			3,401.08	

001 CREDIT CARD CENTER (181056)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-681	HOTEL-MML CONF: VAUGHAN,C	241	01/11/2018		327.00
001-001-681	HOTEL-MML CONF: MARTIN,M	244	01/11/2018		327.00
001-001-681	HOTEL-MML CONF: JACKSON,R	245	01/11/2018		327.00
001-100-681	HOTEL-SYSTEM TRNG: HANSEN,T	420	01/18/2018		186.00
001-100-681	HOTEL-SYSTEM TRNG: BAXTER,W	406	01/18/2018		186.00
001-161-559	SERVICE AWARD: YOCOM,T	D2826895	01/22/2018		188.96

001 MSC 7511 (181057)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	FFO200-01 RENTAL FEE	INV2313434	02/05/2018		470.88

001 MSC 7511 (181058)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FNK100-01 RENTAL FEE	INV2287999	01/22/2018		145.10

001 CINTAS CORPORATION NO 2 (181061)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	MAINTENANCE	211256877	01/01/2018		68.42
001-205-535	MAINTENANCE	211259699	01/08/2018		68.42
001-205-535	MAINTENANCE	211262540	01/15/2018		68.42
001-205-535	MAINTENANCE	211265349	01/22/2018		68.42
001-205-535	MAINTENANCE	240512988	01/31/2018		62.92

001 DIRECTV LLC (181064)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	WEST STN: 022727663 (MAR)	02132018	02/14/2018		136.93

001 AT&T INTERSTATE DED PRIVATE LINE SERVS (181065)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	NCIC CHG - DISPATCH	3100985790	02/01/2018		205.91

001 A GARNER RUSSELL & ASSOC INC (181066)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	PLAN REVIEW:CRESTVIEW ESTATES	01302018	01/30/2018		1,200.00

001 PITNEY BOWES PURCHASE POWER (181068)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-607	POSTAGE METER	0434-6213	01/21/2018		1,200.00

001 DEREK C MCCOY (181069)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	REIMB FEE: TEST DRONE	01302018	01/30/2018		150.00

001 FUELMAN (181071)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP52517962	02/05/2018		27.80
001-092-525	UNL FUEL	NP52517962	02/05/2018		80.79
001-100-525	UNL FUEL	NP52517962	02/05/2018		2,557.45
001-161-525	UNL & DSL FUEL	NP52517962	02/05/2018		540.92
001-170-525	UNL FUEL	NP52517962	02/05/2018		96.99
001-205-525	UNL & DSL FUEL	NP52517962	02/05/2018		97.13

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	181073	02/20/2018	02/13/2018			2,824.13	
001	CITY OF GAUTIER 7M BOND ACCT	181075	02/20/2018	02/13/2018			2,250.00	
001	AT&T GLOBAL NETWORK SERVS LLC	181079	02/20/2018	02/14/2018			229.64	
001	CABLE ONE INC	181080	02/20/2018	02/14/2018			65.19	
001	CABLE ONE INC	181081	02/20/2018	02/14/2018			213.05	
001	MORPHOTRUST USA LLC	181082	02/20/2018	02/14/2018			3,607.00	
001	CABLE ONE INC	181083	02/20/2018	02/14/2018			98.58	
001	ALABAMA MEDIA GROUP	181084	02/20/2018	02/14/2018			24.72	
001	TEAM ONE COMMUNICATIONS INC	181085	02/20/2018	02/14/2018			300.00	
001	ACTION PRINTING CENTER INC	181086	02/20/2018	02/14/2018			157.50	

FUELMAN

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP52551347	02/12/2018		55.20
001-100-525	UNL FUEL	NP52551347	02/12/2018		2,190.71
001-161-525	UNL & DSL FUEL	NP52551347	02/12/2018		358.86
001-170-525	UNL FUEL	NP52551347	02/12/2018		151.01
001-205-525	UNL FUEL	NP52551347	02/12/2018		68.35

CITY OF GAUTIER 7M BOND ACCT

Account Number	Description	Invoice #	Date	P.O.	Amount
001-900-969	TR BUDGETED BOND COSTS	10182017	02/13/2018		2,250.00

AT&T GLOBAL NETWORK SERVS LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	NCIC EQUIPMENT CHARGES	GD32549	02/01/2018		229.64

CABLE ONE INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FEB CABLE BOX PD: #118476316	02012018	02/08/2018		65.19

CABLE ONE INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FEB 2018: #107718371	02012018	02/08/2018		213.05

MORPHOTRUST USA LLC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	5500-TPE-ED-M95 ANNUAL MAINT	113090	02/01/2018		2,170.00
001-100-699	PRT-DUP-M95 ANNUAL MAINT	113090	02/01/2018		342.00
001-100-699	TP-NOREMOTE ACCESS TO CUSTOMER	113090	02/01/2018		1,095.00

CABLE ONE INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FEB 2018 SUB STN: #107718827	02012018	02/08/2018		98.58

ALABAMA MEDIA GROUP

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	UDO #247-2017: SPECIAL EXCP	0008505037	01/21/2018	180392	24.72

TEAM ONE COMMUNICATIONS INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	REMOTE SPKR MIC (4):XTS RADIO	9020014211	02/05/2018	180415	300.00

ACTION PRINTING CENTER INC

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-620	BUSINESS CARD(500):MCQUAGGE,M	93560	02/12/2018	180408	52.50
001-100-620	BUSINESS CARD(500): LANGFIT	93561	02/12/2018	180408	52.50
001-100-620	BUSINESS CARD(500): HUNTER	93562	02/12/2018	180408	52.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	181087	02/20/2018	02/14/2018			617.63	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-535	NAVY SS SHIRT (3)	572069	01/29/2018	180278		129.78	
	001-100-535	NAVY PANTS W/BLUE STRIPE (3)	572069	01/29/2018	180278		126.63	
	001-100-535	NAVY LS SHIRT (3)	572069	01/29/2018	180278		138.18	
	001-100-535	MERIDIAN JACKET NAVY	572069	01/29/2018	180278		144.92	
	001-100-535	RAID JACKET	572069	01/29/2018	180278		17.27	
	001-100-535	SEW ON PATCHES (14)	572069	01/29/2018	180278		14.00	
	001-100-570	NAVY BRAID (3)	572069	01/29/2018	180278		12.75	
	001-100-535	LT BLUE BRAID (3)	572069	01/29/2018	180278		12.75	
	001-100-535	ID PANEL	572069	01/29/2018	180278		15.10	
	001-100-535	EMBROID FRONT	572069	01/29/2018	180278		5.00	
	001-100-535	EMBROID BACK	572069	01/29/2018	180278		1.25	
001	MS FIRE ACADEMY	181088	02/20/2018	02/14/2018			640.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-681	FIRE INVESTIGATOR 1033: LATCH	25873	12/07/2017	171091		640.00	
001	PRECISION DELTA CORPORATION	181089	02/20/2018	02/14/2018			658.30	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-559	.223 REM 55 GR FMJ 1000 RD (2)	10849	01/19/2018	180230		658.30	
001	MS FIRE INVESTIGATORS ASSN	181090	02/20/2018	02/14/2018			175.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-681	MFIA SPRING SEMINAR: MCCOY,D	4/11-4/13	02/13/2018	180458		175.00	
001	CUSTOM PRODUCTS CORPORATION	181091	02/20/2018	02/14/2018			1,745.27	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-565	30X30 STOP SIGN (4)	300161	02/07/2018	180420		183.12	
	001-201-565	18X24 SPEED LIMIT 30 (4)	300161	02/07/2018	180420		93.44	
	001-201-565	ASSRT STREET SIGNS (17)	300161	02/07/2018	180420		473.96	
	001-201-565	U-CHANNEL BRACKET (50)	300161	02/07/2018	180420		232.50	
	001-201-565	CROSS BRACKET (50)	300161	02/07/2018	180420		236.00	
	001-201-565	BOLT CARRIAGE HEAD (300)	300161	02/07/2018	180420		117.00	
	001-201-565	WASHERS NYLON (300)	300161	02/07/2018	180420		33.00	
	001-201-565	NUT/VANDAL RESISTANT (300)	300161	02/07/2018	180420		210.00	
	001-201-565	FREIGHT	300161	02/07/2018	180420		76.71	
	001-201-565	3X72 REFLECTOR RED HIP (4)	300285	02/12/2018	180474		68.44	
	001-201-565	FREIGHT	300285	02/12/2018	180474		21.10	
001	SOUTHERN PIPE & SUPPLY	181092	02/20/2018	02/14/2018			35.56	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-634	1X3/4 CAST BRASS URINAL	1555858-00	01/26/2018	180416		5.12	
	001-170-634	VAC BREAKER REPAIR KIT	1555858-00	01/26/2018	180416		4.65	
	001-170-634	URINAL REPR KIT: FRAZIER PARK	1555858-00	01/26/2018	180416		25.79	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	181093	02/20/2018	02/14/2018			30.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	8X10 OFFICER-YEAR PLAQUE	26644	02/05/2018	180457		25.00	
	001-100-699	NAME PLATE: MCQUAGGE, M	26644	02/05/2018			5.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VERNON W DOSTER MD	181094	02/20/2018	02/14/2018			140.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-604	PRE-EMP DRUG SCREEN: SMITH, P	24211	01/25/2018	180397	45.00
001-161-604	PRE-EMP PHYSICAL: SMITH, P	24211	01/25/2018	180397	50.00
001-161-604	PFT: SMITH, PATRICK	24211	01/25/2018	180397	45.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA TIRE & SERVICE INC	181096	02/20/2018	02/14/2018			1,478.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-638	WHEEL BALANCE WEIGHTS (4)	79248	02/01/2018	180423	12.00
001-090-638	WHEEL BALANCE LABOR (4)	79248	02/01/2018	180423	34.00
001-090-638	VALVE STEMS (4)	79248	02/01/2018	180423	6.00
001-090-638	TIRE DISPOSAL FEE (4)	79248	02/01/2018	180423	12.00
001-090-638	SET FS DESTINATION: U #19414	79248	02/01/2018	180423	442.96
001-100-638	SET FS FIREHAWK GTZ: U #109	79035	01/18/2018	180376	485.52
001-100-638	SET FS FIREHAWK GTZ: U #107	79018	01/18/2018	180376	485.52

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SUN HERALD	181097	02/20/2018	02/14/2018			134.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-615	BID PUBLISH:NAT RESOURCE GRANT	T597431111	02/02/2018	180401	134.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	181098	02/20/2018	02/14/2018			2,731.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-704	DELL OPTIPLEX SFF WINDOWS 10	3333	02/06/2018	180432	892.00
001-021-704	MS HOME & BUSINESS 2016	3333	02/06/2018	180432	250.00
001-021-704	DELL DISPLAY VGA ADAPTER	3333	02/06/2018	180432	28.00
001-021-704	SHIPPING: EMILY CUMBEST	3333	02/06/2018	180432	25.00
001-090-704	HP 48 PORT GIGABIT (2)	3332	02/06/2018	180421	1,398.00
001-090-704	MINI-GBIC GIGABIT-SX-LC SFP(2)	3332	02/06/2018	180421	98.00
001-090-704	(1FT) MM DUPLEX FIBER OPTIC	3332	02/06/2018	180421	25.00
001-090-704	SHIPPING:PLANNING NET RACKS	3332	02/06/2018	180421	15.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	181099	02/20/2018	02/14/2018			881.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-500	8.5X11 BLUE RM PAPER (2)	3366377104	01/25/2018	180412	26.84
001-022-500	ROTARY DESK ORGANIZER	3366377104	01/25/2018	180412	3.53
001-100-500	STAPLES BACKUP SLIM 2TB HD	3366481554	01/26/2018	180417	81.19
001-100-500	STAPLES COMB BINDING 25/PK (2)	3366481554	01/26/2018	180417	8.98
001-100-500	EXECUTIVE COVER OVERSIZE PK	3366481554	01/26/2018	180417	25.06
001-100-500	BIND COVER LTR PREPUNCH PK	3366481554	01/26/2018	180417	37.64
001-100-500	9X12 BROWN CLASP ENVELOPE BX	3366481554	01/26/2018	180417	14.94
001-045-500	LEX CS/X417/517 HY RTN BLK	3366244149	01/24/2018	180400	135.99
001-045-500	LEX CS/X317/417/517 RTN YEL	3366244149	01/24/2018	180400	99.99
001-040-500	HP 952XL/952 HYBLK/STDCLR 4/PK	3366244149	01/24/2018	180400	105.99
001-040-500	UNIBALL VISION PEN DZ	3366244149	01/24/2018	180400	19.73
001-040-500	MESH WALL FILE 5 SLOT BLACK	3366244149	01/24/2018	180400	11.09
001-040-500	BROTHER TN221BK BLACK TONER	3366244149	01/24/2018	180400	70.95
001-040-500	DISC CD-R 52X80MIN 100SP PK	3366244149	01/24/2018	180400	29.99
001-040-500	MAXWELL CD/DVD SLEEVES	3366481553	01/26/2018	180400	9.39
001-045-500	LEX CS/X317/417/517 RTN CYN	3366377101	01/25/2018	180400	99.99
001-045-500	LEX CS/X317/417/517 RTN MAG	3366377103	01/25/2018	180400	99.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BARNEYS POLICE AND HUNTING SUPPLIES	181100	02/20/2018	02/14/2018			373.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	PANTS TACLITE PRO, KHAKI	00117479-0	02/08/2018	180266	82.32
001-100-535	PANTS TACLITE PRO, TGREEN	00117479-0	02/08/2018	180266	41.16
001-100-535	PANTS TACLITE PRO, BTL BROWN	00117479-0	02/08/2018	180266	41.16
001-100-535	SHIPPING	00117479-0	02/08/2018	180266	12.00
001-100-559	BRASS BUCKLET BELT	00117709-0	02/09/2018	180321	35.76
001-100-559	BELT ARC LEATHER SILVER BUCKLE	00117709-0	02/09/2018	180321	40.54
001-100-559	GG BELT BRASS BUCKLE 34WBR	00117709-0	02/09/2018	180321	35.76
001-100-559	GG BELT BRASS BUCKLE 36WBR	00117709-0	02/09/2018	180321	35.76
001-100-559	SF INNER BELT REVERSIBLE	00117709-0	02/09/2018	180321	30.71
001-100-559	SHIPPING	00117709-0	02/09/2018	180321	18.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MARK CARTER	181101	02/20/2018	02/14/2018			1,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	CONCRETE WORK: CULVERT REPRS	180427	02/02/2018	180427	1,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AFFORDABLE PAINT & BODY	181102	02/20/2018	02/14/2018			275.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	INSTALL DECALS: 2017 EXPLORER	425	02/11/2018	180322	275.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BOY SCOUTS OF AMERICA	181103	02/20/2018	02/14/2018			265.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-682	CHARTERED ORG POST FEE	092616-EXP	01/31/2018	180424	40.00
001-100-682	ADULT LEADERS (6)	092616-EXP	01/31/2018		150.00
001-100-682	POST PARTCIPANTS (3): YOUTH	092616-EXP	01/31/2018		75.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AYERS DISTRIBUTING CO	181104	02/20/2018	02/14/2018			834.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-645	CS/1000 TOY FILLED EGGS (6)	6057	02/07/2018	180469	834.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ULINE INC	181106	02/20/2018	02/14/2018			171.62	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	BX/50 SURGICAL MASK (16)	94255268	01/24/2018	180410	80.00
001-161-559	CS/4 68OZ HAND SANITIZER (5)	94255268	01/24/2018	180410	70.00
001-161-559	SHIPPING	94255268	01/24/2018	180410	21.62

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COAST CONCRETE CO INC	181109	02/20/2018	02/14/2018			808.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	8YDS 3000 PSI/PEA GRAVEL	138122	02/01/2018	180426	808.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OCCUPATIONAL HEALTH CENTER INC	181111	02/20/2018	02/14/2018			95.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-604	PRE-EMP PHYSICAL: TAPPER,T	134682	02/02/2018	180361	65.00
001-022-604	PRE-EMP DRUG SCREEN: TAPPER,T	134682	02/02/2018	180361	30.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PERKINS TIRE & POLARIS	181112	02/20/2018	02/14/2018			238.29	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	KIT BRAKE PAD ASM 1.5 (2)	20855	02/01/2018	180447	129.98
001-170-638	BUSHING-A-ARM-SHORT, BLK (8)	20855	02/01/2018	180447	18.32

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PERKINS TIRE & POLARIS	181112	02/20/2018	02/14/2018			238.29	(CONTINUED)
	Account Number: 001-170-638	Description: MAN-SVC, 2010 RANGER 400		Invoice #: 20855	Date: 02/01/2018	P.O.: 180447	Amount: 89.99	
001	AUDIOWAVE INC	181113	02/20/2018	02/14/2018			575.00	______
	Account Number: 001-100-638	Description: REMV EQUIP: U# 12414 WRECKED		Invoice #: A48725	Date: 02/13/2018	P.O.: 180482	Amount: 575.00	

FUND TOTAL 1 Claims to Checks 67 Total 88,059.34 Manual Held Total 88,059.34

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
050	COMPTON ENGINEERING INC	181077	02/20/2018	02/13/2018			1,070.00	________________

Account Number	Description	Invoice #	Date	P.O.	Amount
050-300-763	CONSTRUCTION ADMIN	216-055-10	01/31/2018		670.00
050-300-763	FISHING PIER CONST ADMIN	216-055-10	01/31/2018		400.00

FUND TOTAL 50 Claims to Checks 1 Total 1,070.00 Manual Held Total 1,070.00

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AXON ENTERPRISE INC	181107	02/20/2018	02/14/2018			4,734.85	

Account Number	Description	Invoice #	Date	P.O.	Amount
157-100-799	HANDLE YELLOW CLASS 111 (4)	SI1520110	01/26/2018	180407	3,856.20
157-100-799	PPM BATTERY PACK STANDARD (4)	SI1520110	01/26/2018	180407	233.52
157-100-799	HOLSTER BLACKHAWK (4)	SI1520110	01/26/2018	180407	228.16
157-100-799	CARTRIDGE 25' HYBRID (12)	SI1520110	01/26/2018	180407	351.60
157-100-799	SHIPPING	SI1520110	01/26/2018	180407	65.37

FUND TOTAL 157 Claims to Checks 1 Total 4,734.85 Manual Held Total 4,734.85

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved
176	BELL AUTO PARTS INC			180980	02/20/2018	02/01/2018				101.50	
		176-170-639	CS HAVOLINE OIL,JD IGN KEY (4)				42379	01/10/2018			101.50
176	STEINER SAW & MOWER			180984	02/20/2018	02/01/2018				123.00	
		176-170-639	SCAG KEYS (10)				649958	01/09/2018			20.00
		176-170-639	RECOIL,POLE SAW CHAIN,STRING				650465	01/18/2018			103.00
176	O'REILLY AUTO PARTS			180989	02/20/2018	02/02/2018				76.97	
		176-170-638	BATT TERM				1978480966	12/29/2017			6.99
		176-170-559	INFLTR GAUGE				1978481512	01/04/2018			15.99
		176-170-559	BATT CHG				1978482796	01/18/2018			53.99
176	LOWES HOME CENTERS INC			181001	02/20/2018	02/06/2018				107.86	
		176-170-559	PWR CORD,CONN,LIGHT,BLANK KEY				901094	12/27/2017			55.41
		176-170-586	CAMPSITE REPR: LOT #6				901548	01/10/2018			39.17
		176-170-559	16/CT TOMCAT BAIT				901747	01/11/2018			13.28
176	C SPIRE WIRELESS			181052	02/20/2018	02/12/2018				50.29	
		176-170-605	CELL PHONE				0030759348	01/31/2018			50.29
176	CREDIT CARD CENTER			181062	02/20/2018	02/12/2018				59.76	
		176-170-559	GREY SHOWER LINER (4)				01112018	01/11/2018			59.76
176	FUELMAN			181072	02/20/2018	02/12/2018				29.49	
		176-170-525	UNL FUEL				NP52517962	02/05/2018			29.49

FUND TOTAL 176 Claims to Checks 7 Total 548.87 Manual Held Total 548.87

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	180985	02/20/2018	02/01/2018			174,032.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	FEB 2018 TREATMENT CHGS	130283	02/01/2018		168,061.00
400-651-668	FY 2018 ACTUAL FLOW ADJ	130283	02/01/2018		5,971.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	IRBY'S ANSWERING SERVICE	180995	02/20/2018	02/05/2018			495.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	HOLIDAY CHARGES	277-012418	01/24/2018		12.00
400-650-698	80 CALL OUTS: 12/27-01/23/18	277-012418	01/24/2018		37.60
400-650-698	685 AGENT MTS: 12/27-01/23/18	277-012418	01/24/2018		194.01
400-650-698	BASE RATE: 01/24-02/20/18	277-012418	01/24/2018		252.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	180997	02/20/2018	02/05/2018			180,357.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-672	JAN 2018 OPERATION FEE	GAUTIER062	02/01/2018		180,357.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	180999	02/20/2018	02/05/2018			616.58	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	ROLL - OFF TIMBERLANE	6658662134	02/01/2018		616.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	181004	02/20/2018	02/06/2018			1,129.15	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-635	SUPPLIES: PW OFFICES	901183	12/11/2017		492.48
400-651-581	COOPER TUBE,NUT CAP,SLEEVES	909101	12/28/2017		34.23
400-651-581	SQR HEAD PLUG: HWY 57 WELL	909178	12/28/2017		3.04
400-651-582	MISSION UNIT SUPPLIES:LIFT STN	910279	01/11/2018		111.03
400-651-767	SUPPLES: SHEP PARK LIFT STN	909300	01/12/2018		28.92
400-650-635	REPR PARTS: PW RESTROOMS	901672	01/19/2018		140.77
400-651-582	GRAY SQUARE STONE:AUTO FLUSHER	920707	01/22/2018		28.08
400-651-583	REPR SEWER MAIN: G-V ROAD	901251	01/23/2018		244.42
400-651-582	SUPPLIES: WATER TRMT PLANT	909244	01/02/2018		46.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MALLETTE BROTHERS CONSTRUCTION INC	181008	02/20/2018	02/06/2018			262.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	8.74 SACTUN A-BASE TN	19563	01/31/2018		262.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LORI M MIGUES CSR	181012	02/20/2018	02/07/2018			542.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-602	TRANSCRIPT:FAIRFIELD DEPO 25%	02052018	02/05/2018		542.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MSC 7511	181060	02/20/2018	02/12/2018			166.49	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	FGYJ00-01 RENTAL FEE	INV2314683	02/05/2018		166.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CREDIT CARD CENTER	181063	02/20/2018	02/12/2018			199.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-500	WASTE TONER BOTTLE:LANIER	01222018	01/22/2018		199.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN TANK MAINTENANCE LLC	181070	02/20/2018	02/12/2018			4,428.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAINTENANCE WATER TANKS (5)		10083	02/01/2018			4,428.00
400	CITY OF GAUTIER	181074	02/20/2018	02/13/2018			104,378.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JAN 2017 GARBAGE PMTS		01312018	01/31/2018			104,378.97
400	MISSION COMMUNICATIONS LLC	181076	02/20/2018	02/13/2018			5,070.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: LARK WELLS 1 & 6		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: WESTGATE WELL 4		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: MALL TANK & WELL 7		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: OFFICE WELL 8		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: HONDURAS WELL 9		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: BEASLEY WELL 10		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: HWY57 TANK & WELL		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: MARTIN BLUFF TANK		1013536	02/05/2018			563.40
	400-651-698	RENEWAL: CENTRAL STN TANK		1013536	02/05/2018			563.40
400	CONSOLIDATED PIPE & SUPPLY	181095	02/20/2018	02/14/2018			624.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	8" CUT-IN SLV		3780312000	02/08/2018	180428		355.00
	400-651-581	6" CUT-IN SLV:BEASLEY WTR LINE		3780312000	02/08/2018	180428		269.00
400	ENGEL ELECTRIC LLC	181105	02/20/2018	02/14/2018			1,278.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	LABOR:ROUTE POWER TO PUMP		1311	02/12/2018	180429		850.00
	400-651-583	MATERIALS		1311	02/12/2018	180429		428.90
400	MUSCO-GULFPORT 1227	181108	02/20/2018	02/14/2018			3,841.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1" METER 452 LLB SG BB (12)		0591325	02/08/2018	180328		3,780.00
	400-651-581	FREIGHT		0591325	02/08/2018	180328		61.38
400	COAST CONCRETE CO INC	181110	02/20/2018	02/14/2018			664.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	6YDS 3000 PSI: G-V WATER MAIN		138014	01/24/2018	180406		664.50
400	J H WRIGHT & ASSOCIATES INC	181114	02/20/2018	02/14/2018			935.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	KGSL-2301 GRINDER PUMP		404798	01/30/2018	180430		875.00
	400-651-583	CONTROL FLOAT		404798	01/30/2018	180430		60.00

FUND TOTAL 400 Claims to Checks 17 Total 479,022.20 Manual Held Total 479,022.20

Docket of Claims
Release date from 02/20/2018 thru 02/20/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	180996	02/20/2018	02/05/2018			79,307.48	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	JAN 2018 RES GARBAGE (6284)	0000892334	01/31/2018		79,932.48
404-677-693	JAN 2018 FINES (25)	0000892334	01/31/2018		-625.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	APPLEWHITE INDUSTRIES INC	181046	02/20/2018	02/12/2018			66.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-695	JAN 2017 22 @ 3	3269	01/31/2018		66.00

FUND TOTAL 404 Claims to Checks 2 Total 79,373.48 Manual Held Total 79,373.48

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	67	Total	88,059.34	Manual	Held	Total	88,059.34
FUND 50	Claims	to	Checks	1	Total	1,070.00	Manual	Held	Total	1,070.00
FUND 157	Claims	to	Checks	1	Total	4,734.85	Manual	Held	Total	4,734.85
FUND 176	Claims	to	Checks	7	Total	548.87	Manual	Held	Total	548.87
FUND 400	Claims	to	Checks	17	Total	479,022.20	Manual	Held	Total	479,022.20
FUND 404	Claims	to	Checks	2	Total	79,373.48	Manual	Held	Total	79,373.48
	Total for all Funds		Checks	95	Total	652,808.74	Manual	Held	Total	652,808.74

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Resolution removing a Police Department vehicle from inventory, insurance coverage and authorizing the vehicle to be used for parts until such time as it can be deemed surplus**
Introduced by:	
Contact Person/Telephone	**Chief Dante Elbin 497-8007**

Summary Explanation: Approval of a resolution removing a 2014 Dodge Charger Police Car, VIN #2C3CDXAT4EH172414 (Inventory Control #1073) from inventory, remove from insurance coverage and authorize vehicle to be used for parts until such time as it can be deemed surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO REMOVE A POLICE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2014 Dodge Charger Police Car, VIN#2C3CDXAT4EH172414 (Inventory Control #1073) be removed from inventory and be used for parts until such time as it can be deemed surplus; and

WHEREAS, the Mayor and Members of the Council have determined that, given the condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interest of the City of Gautier;

BE IT, THEREFORE, RESOLVED that the 2014 Dodge Charger Police Car is hereby removed from inventory, removed from insurance coverage and authorized to be used for parts until such time as it can be deemed surplus.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **20th** day of **February** 2018.

____
PHIL TORJUSEN, MAYOR

ATTEST:

____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Captain Police Department
Date: January 30, 2018
Subject: Resolution authorizing the removal of Police Department Vehicle from inventory, insurance coverage, and authorize vehicle to be used as parts

REQUEST:

City Council authorization is requested by the Gautier Police Department to remove a 2014 Dodge Charger, VIN #2C3CDXAT4EH172414 (Inventory Control #1073) from inventory, remove from insurance coverage, and authorize vehicle to be used as parts until such time as it can be deemed surplus.

BACKGROUND:

The 2014 Dodge Charger was involved in an accident on January 5, 2018 and was totaled as a result. The vehicle was purchased from the insurance company, for a minumal amount, to be used parts. The Police Department has determined that, given the condition of the vehicle, removal from inventory and insurance is appropriate. It is recommended that the vehicle be used for parts until such time that is can be declared surplus.

DISCUSSION:

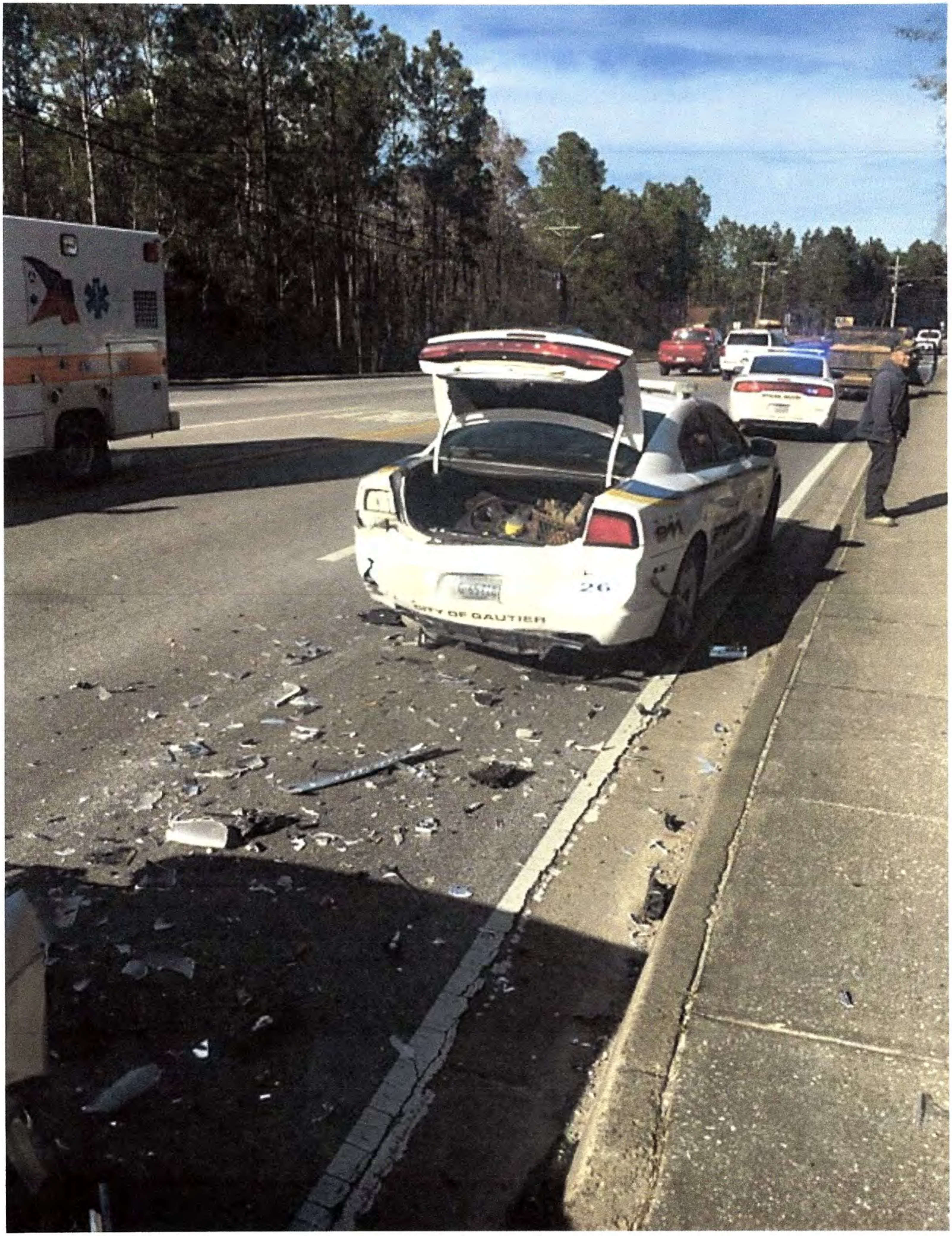
This vehicle has been declared a total loss by insurance. The city was able to purchase the vehicle back for parts at a minimal amount.

RECOMMENDATION:

Police Department staff recommends that City Council authorize the vehicle to be removed from its inventory and insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.

ATTACHMENTS:

1. 2014 Dodge Charger Photos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OF GAUTIER

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosure Statement**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement, pursuant to Securities and Exchange Commission Rule 15c2-12. The total cost is not expected to exceed $3,000.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

IT IS FURTHER ORDERED that the total cost of the preparation and submission is not expected to exceed $3,000.00.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Cindy Russell, City Clerk

Date: February 8, 2018

Subject: City of Gautier, Retention of Butler Snow LLP for Financial Disclosures

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REQUEST:
City Council action is requested to approve retaining Butler Snow LLP for preparing and submitting the City of Gautier's Financial Disclosures.

BACKGROUND:
In the past, the City of Gautier has retained Butler Snow LLP to prepare and submit the Continuing Disclosure Statement in connection with the bonds.

DISCUSSION:
Pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule. This year's filing is due on or before March 29, 2018. Total cost is not expected to exceed $3,000.00. This is a budgeted item.

RECOMMENDATION:
Staff recommends approval to retain Butler Snow, LLP to prepare and submit the City of Gautier's Financial Disclosures.

ATTACHMENT(S):
2017 Continuing Disclosure Submission
Exhibit A – Event Notice

BUTLER | SNOW

January 26, 2018

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

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

Re: City of Gautier, Mississippi FY 2017 Continuing Disclosure

Dear Cindy:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2017.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2017 to be filed on or before March 29, 2018.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be $3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _______________________________________
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _______________________________________
Mayor

Dated: _______________________________________

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF GAUTIER, MISSISSIPPI

BY: ______________________________________
Mayor

Dated: ____________________________________

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting: February 20, 2018
Title: Approval of minutes from Regular Council Meeting held February 6, 2018

Introduced by:
Contact Person/Telephone Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Regular Council Meeting held February 6, 2018.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held February 6, 2018 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 **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

Tuesday
February 6, 2018
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held February 6, 2018 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson and Adam Colledge. Also present were Paula Yancey, City Manager; Cynthia Russell, City Clerk; Joshua Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 6, 2018 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Office closed Monday, February 19th in observance of George Washington's birthday.

IV. Presentation Agenda

1. Proclamation for Mr. Frederick A. (Fred) Tucei.
2. Proclamation for Arbor Day.
3. Gautier Mayor's Youth Council Semi-Annual Update.

V. Business Agenda

1. Approval of an agreement with Cogent Strategies to assist the City of Gautier in efforts to secure federal dollars for the City of Gautier infrastructure projects.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

2. Approval of Docket of Claims.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

VI. **Consent Agenda (All items approved in one motion)**

1. **Receive November 2017 and December 2017 Finance Reports.**
2. **Authorization of submission of FY 2017 AFG Firefighters Assistance Grant application.**
3. **Approval of minutes from Regular Council Meeting held January 2, 2018 and Recessed Council Meeting held January 16, 2018.**
4. **Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2017.**
5. **Resolution to re-establish and appoint members to the Gautier Senior Steer Committee.**
6. **Creation of Four (4) Full-time Temporary Grounds and Maintenance Operators.**
7. **Martin Bluff Road Widening Project - Approval and authorization to pay moving expenses totaling $780.00 to Cecil and Debora Connor for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.**
8. **Designation of an Applicant Agent for Hurricane Nate Projects.**
9. **Approval of a Limited Use Agreement between the City of Gautier and Jackson County, Mississippi.**

VII. **STUDY AGENDA**

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

Recess until February 20, 2018 at 6:30 PM
www.gautier-ms.gov

Councilman Vaughan made the motion to approve the agenda order with the following revisions:

1. Add Consent Agenda Item #10 – Authorization for City Manager to terminate contract with Brown, Mitchell & Alexander, Inc.

Councilman Anderson seconded the motion and the vote carried unanimously.

Announcements:

1. Office closed Monday, February 19th in observance of George Washington's Birthday.

Presentations:

1. Proclamation for Mr. Frederick A. (Fred) Tucei.
2. Proclamation for Arbor Day.
3. Gautier Mayor's Youth Council Semi-Annual Update.

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the third Monday of February as the day for the observance of the birthday of GEORGE WASHINGTON, and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

MONDAY, FEBRUARY 19, 2018

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 8th day of January 2018.

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMANN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

Proclamation

A Proclamation of the Mayor and City Council
of
The City of Gautier, Mississippi

WHEREAS, Frederick A. (Fred) Tucei, a centenarian and citizen of the City of Gautier, has resided in the community since 1945; and

WHEREAS, a native Biloxian who chose the community of Gautier to be his home, as the area was uninhabitable by today's standards, became a vital contributor to the community. He and his wife, Hazel, would burn coal oil lamps at night for light in their small two room house that they built from scrap lumber. It would be two years later before electricity was available. They also would fetch potable water from a natural artesian well near Oak Street; and

WHEREAS, he, along with his wife and two daughters (Sandra and Linda), built and ran a viable fishing camp business, which they operated on the Mary Walker Bayou for 28 years; and

WHEREAS, his camp, called Tucei's Fishing Camp, provided services to sportsman and boaters, far beyond the perimeter of Gautier and throughout the southeast, of having access to the natural resources on the Pascagoula River and the Mississippi Sound; and

WHEREAS, the business was economically accommodating for those individuals who could not yet afford a boat, but provided for those who desired to enjoy the pleasures of **Gautier's "Natures Playground."** Services included the rental of cabins, boats/motors, fuel, live shrimp and a friendly, knowledgeable staff; and

WHEREAS, jobs were provided in the effort to maintain the business as he, Fred Tucei, was the entrepreneur, but also an excellent mentor and teacher of skills as many who worked at Tucei's Fishing Camp acquired knowledge for a lifetime; and

WHEREAS, he built his business back to being just as lucrative after the destruction of every natural disaster since the hurricane of 1947 and including Hurricane Camille in 1969; and

WHEREAS, most importantly, Fred Tucei served in the armed services of our United States, while in the U.S. Army as a paratrooper during World War II; and

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, am honored to present this Proclamation to Mr. Tucei with our sincere thanks for his dedicated service to the United States of American and the residents of the City of Gautier, Mississippi.

IN TESTIMONY WHEREOF, I have given under my hand and affix the seal of the City of Gautier, Mississippi this the 6th day of February, 2018.

CITY OF GAUTIER MISSISSIPPI

Phil Torjusen

Phil Torjusen, Mayor
City of Gautier, Mississippi

City of Gautier Proclamation
For
Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be sent aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT ENACTED by the City of Gautier, Mississippi, do hereby proclaim February 19, 2018 as **"ARBOR DAY"** and urge all Citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well –being for this and other generations.

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the **6th** of **February 2018.**

Phil Torjusen

Phil Torjusen, Mayor

Councilwoman Martin made the motion to authorize and approve the agreement with Cogent Strategies, as presented. Councilman George seconded the motion.

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

ORDER NUMBER 020-2018

WHEREAS, Cogent Strategies is a team of top-ranked government relations and strategic communications professionals; and

WHEREAS, the city hereby finds that entering into the attached agreement with Cogent Strategies for assistance in securing federal dollars for the City's infrastructure projects especially sewer repair and water treatment plant requirements is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with Cogent Strategies, is hereby authorized and approved; and

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: City Council
From: Paula Yancey, City Manager
Date: 01/31/2018
Subject: Approval of a contract with Cogent Strategies to assist the City of Gautier in efforts to secure federal dollars for the City of Gautier infrastructure projects.

REQUEST:

The City Manager requests the approval of the Cogent Strategies agreement.

BACKGROUND:

With the current temperature in Washington, the proposed infrastructure program and the efforts to bring back earmarks coupled with the infrastructure needs of the City of Gautier, it is recommended that we put our "best foot forward". I believe we need a constant presence in Washington to promote the City's efforts. Cogent Strategies is a team of top-ranked government relations and strategic communications professionals led by a former Mississippian and veteran public affairs. Cogent Strategies will assist the City of Gautier's efforts to secure federal dollars for the City's infrastructure projects- specifically sewer repair and water treatment plant requirements.

DISCUSSION:

The City of Gautier would have a team that consists of three senior strategists with deep ties and experiences with Mississippi. Cogent Strategies would work on a retainer basis and has proposed a monthly retainer of $7,500. Out of pocket expenses such as local and long distant travel, accommodations, wire fees, and the like will be billed at the cost as incurred. The term of the agreement will run one year. During this one-year agreement, either the City of Gautier or Cogent Strategies can terminate this agreement within 30 days prior written notice.

RECOMMENDATION:

The City Manager recommends that the City Council approves the agreement between the City of Gautier and Cogent Strategies.

The Council may:
1.Approve the agreement between the City of Gautier and Cogent Strategies; or 2.Not approve the agreement between the City of Gautier and Cogent Strategies.

ATTACHMENTS:

1. Cogent Strategies

COGENT strategies

TO: PAULA YANCEY, THE CITY OF GAUTIER
FROM: SHELLIE PURVIS, COGENT STRATEGIES

JANUARY 10, 2018

COMPANY BACKGROUND
Cogent Strategies is a team of top-ranked government relations and strategic communications professionals led by former Mississippian and veteran public affairs President and CEO Kimberley Fritts. The Cogent team has decades of experience running winning public policy campaigns for clients large and small that include:

- Best-in-class policy and political smarts;
- Game-changing technology that can drive high level government and private decision-making;
- Experience in and around the highest levels of regional and national media; and
- Knowledge of how the government, private and not-for-profit sectors intersect to produce positive outcomes.

From coast to coast, Cogent understands there is a new playbook for advancing agendas in Washington, DC. We have assembled the next generation of strategists who know how to engage those who matter, on the platforms they care about, and with the messages and messengers that will move them. Clear. Compelling. Convincing. This is Cogent.

One of the hallmarks of Cogent client service will always be engaging the most senior team members and arming them with the newest tools to do what they do best – deliver results for clients. Team members have worked together for years, and each one brings his or her own specialty to the table. Unlike the culture at many other government relations firms, Cogent's senior professionals are all deeply steeped in client work and are not restricted by silos from participating in the firm's wide array of client projects. We relish any opportunity to bring new, fresh perspectives to our clients' issues.

The Cogent team members' knowledge of what moves the needle on any issue campaign has been greatly complemented by the growing use of digital analytic tools. These tools, which Cogent has adapted to suit individual client needs, have allowed assessments of the quantity of information available about an issue or key influencer as well as the quality of any communication designed to make an impact on them. Cogent uses these tools not just as eye candy for clients; valuable insights are gleaned from research results that form the basis for our overall advocacy strategy.

Cogent was founded in 2017 in Washington, DC. It has 20 employees and a few of its current clients include: the National Photonics Initiative, Moore Capital Management, EdChoice, the National Association for the Education of Young Children, RELX, T-Mobile, Embassy of Japan, Sotheby's, South Carolina Ports, SolarReserve and Enterprise Holdings.

SCOPE OF WORK
Cogent Strategies will assist the City of Gautier's efforts to secure federal dollars for the city's infrastructure projects – specifically sewer repair and water treatment plant requirements.

COGENT TEAM

We will ensure that our partnership is both effective and efficient, and that the city of Gautier receives the consistent, high-level, hands-on expertise and attention it deserves. Our company structure is different than most Washington government relations firms; our unique teaming approach to address client needs ensures that we are providing services that none of our competitors can. We take pride in our client service, ensuring regular client communications and mutually developed plans and availability whenever you need us.

Our competitive edge is our people, and the kind of ingenuity and political insight and intelligence that can only come from collaboration and smart teamwork. The city of Gautier would have a team that consists of three senior strategists with deep ties and experience in Mississippi issues. Below you will find highlights of our team who would provide strategic counsel. Full bios can be found on our website: www.cogent-strategies.com.

Kimberley Fritts

Kimberley Fritts, Chairman and CEO, oversees the day-to-day affairs of Cogent Strategies. She is known for her intuitive approaches and has a sixth sense for policy, politics and personalities. She recognizes what it takes to stay ahead of the trend lines in Washington and has assembled one of the most dynamic and diverse teams in town. For Kimberley, success is about the right blend of people, creativity and talent integration. It's a winning combination that has served her well from the campaign trail to corporate America. A veteran political operative with more than two decades of experience successfully shaping political and public policy narratives, Kimberley has long been a fixture in Republican politics. Her campaign experience includes having served in senior positions for former Governor Jeb Bush (R-FL) and Senator Connie Mack (R-FL). She is also the former Southern Political Director for the Republican National Committee and the firm's point person on politics in the Southeastern US. A true southerner at heart, with those to-die-for cooking skills to boot, Kimberley hails from Mississippi and maintains close ties to her home-state delegation. Whether she is heading up federal government relations campaigns, building and managing coalitions or developing local political strategies, she brings her formidable experience and Washington savvy to bear on behalf of clients.

Elizabeth Morra

With her communications and policy savoir-faire and the relationships to get things done, Elizabeth Morra leads Cogent Strategies' appropriations practice. Elizabeth has enjoyed a long and distinguished record working with the US Senate and House appropriations committees and is a federal funding all-star. She previously served as the first communications director for the House Appropriations Committee under former Chairmen, the Honorable Bob Livingston (R-LA) and the Honorable C.W. Bill Young (R-FL). She also served as spokeswoman for ranking member of the Senate Appropriations Committee, Thad Cochran (R-MS), during his term as chairman of the Senate Republican Conference. While working on Capitol Hill, she was named one of Roll Call's "Fabulous Fifty Staffers."

Shellie Purvis
A life-long Mississippian with over 15 years of experience in government relations – specifically within the areas of international diplomacy, political campaign strategy, business development, and media consulting – Shellie Purvis brings a wide range of skills and far-reaching government and business contacts to Cogent Strategies clients. Shellie spent more than five years with the United States Mission to the United Nations and Other International Organizations in Geneva, acting as a member of the ambassador's executive team as the chief protocol officer. Her Mississippi ties extend to serving as a senior political advisor to Governor Haley Barbour during the 2003 and 2007 gubernatorial campaigns and former 3rd congressional district Representative Chip Pickering. Throughout her career overseas and recently back on US soil serving as program manager for the First Ladies Initiative at the George W. Bush Presidential Center and director of development at Baptist Health Foundation in Jackson, Shellie has maintained strong relationships with Mississippi political strategists and governmental policymakers.

CONCLUSION AND BUDGET
Cogent Strategies would be thrilled and honored to work with the city of Gautier. We work on a retainer basis and would propose a monthly retainer of $7,500. This retainer would cover the scope of work outlined above. Out-of-pocket expenses such as local and long-distance travel, accommodations, wire fees, and the like will be billed at cost as incurred.

The term of this agreement will run one year. During the term of this agreement, either party may terminate this agreement with 30 days' prior written notice.

Thank you again for the opportunity to present our qualifications and proposed scope of work. We look forward to the opportunity to work with you. If you have any questions, please contact Shellie Purvis at spurvis@cogent-strategies.com.

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct properly entered and not fraudulent. Councilman George seconded the motion.

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

ORDER NUMBER 021-2018

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

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

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

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	DPS CRIME LAB		180857	02/06/2018	01/16/2018			60.00	
	001-100-699	ANALYTICAL FEES			90065662	01/02/2018			60.00
001	CABLE ONE INC		180859	02/06/2018	01/16/2018			98.56	
	001-100-699	JAN 2018 SUB STN: #107718827			01012018	01/08/2018			98.56
001	CABLE ONE INC		180861	02/06/2018	01/16/2018			65.19	
	001-100-699	JAN CABLE BOX PD: #118476316			01012018	01/08/2018			65.19
001	CABLE ONE INC		180862	02/06/2018	01/16/2018			213.05	
	001-100-699	JAN 2018: #107718371			01012018	01/08/2018			213.05
001	AT&T GLOBAL NETWORK SERVS LLC		180871	02/06/2018	01/18/2018			290.92	
	001-100-699	NCIC EQUIPMENT CHARGES			GD16225	01/01/2018			290.92
001	AT&T INTERSTATE DED PRIVATE LINE SERVS		180872	02/06/2018	01/19/2018			205.91	
	001-100-699	NCIC CHG - DISPATCH			3100520593	01/01/2018			205.91
001	GLOBALSTAR		180873	02/06/2018	01/22/2018			83.11	
	001-092-605	MONTHLY SERVICE			9046671	01/16/2018			83.11
001	DELTA COMPUTER SYSTEMS INC		180874	02/06/2018	01/22/2018			455.00	
	001-092-698	ACCTG SOFTWARE MAINT			MN127381	01/15/2018			315.00
	001-092-698	VOTER REG SOFTWARE MAINT			MN127381	01/15/2018			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT			MN127382	01/15/2018			120.00
001	C SPIRE WIRELESS		180875	02/06/2018	01/22/2018			555.51	
	001-100-605	POLICE CELLS			0032680896	01/11/2018			555.51
001	BENJAMIN N MCQUAGGE		180898	02/06/2018	01/25/2018			41.00	
	001-100-681	PER DIEM: USPCA CERT			02222018	01/16/2018			41.00
001	DAVID T BEVER		180899	02/06/2018	01/25/2018			123.00	
	001-100-681	PER DIEM: USPCA CERT			02222018	01/16/2018			123.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC		180900	02/06/2018	01/25/2018			833.33	
	001-170-642	DEC 2017 CLUB SUPPORT			12312017	01/17/2018			833.33

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved Amount
001	IBM CORPORATION			180901	02/06/2018	01/25/2018				1,410.96	
		001-092-698	CY18 ANNUAL MAINTENANCE				1801876	01/08/2018			1,410.96
001	MAGNOLIA AD STUDIO LLC			180902	02/06/2018	01/25/2018				1,500.00	
		001-021-615	JAN 2018: ADVERTISING PKG				838	01/05/2018			750.00
		001-021-615	FEB 2018: ADVERTISING PKG				839	01/30/2018			750.00
001	REDD PEST CONTROL OF GULFPORT INC			180903	02/06/2018	01/25/2018				115.00	
		001-170-698	SR BLDG: TERMITE WARRANTY				12245	01/15/2018			115.00
001	WORKIN.COM INC			180905	02/06/2018	01/25/2018				189.15	
		001-022-615	JOB POSTING: ASST COMPTROLLER				BGCJ-4276	11/03/2017			189.15
001	MSC 7511			180910	02/06/2018	01/25/2018				2,776.02	
		001-092-698	FFO200-01 RENTAL FEE				INV2273473	01/11/2018			470.88
		001-092-698	MPC8003SP USAGE: B/W				INV2273473	01/11/2018			239.71
		001-092-698	MPC8003SP USAGE: COLOR				INV2273473	01/11/2018			2,040.68
		001-090-698	C4502 USAGE: B/W				INV2273473	01/11/2018			10.34
		001-090-698	C4502 USAGE: COLOR				INV2273473	01/11/2018			14.41
001	FUELMAN			180911	02/06/2018	01/25/2018				2,545.02	
		001-092-525	UNL FUEL				NP52324119	01/15/2018			58.58
		001-100-525	UNL FUEL				NP52324119	01/15/2018			2,105.30
		001-161-525	DSL FUEL				NP52324119	01/15/2018			331.24
		001-205-525	UNL FUEL				NP52324119	01/15/2018			49.90
001	FUELMAN			180912	02/06/2018	01/25/2018				2,750.42	
		001-090-525	UNL FUEL				NP52367972	01/22/2018			80.80
		001-100-525	UNL FUEL				NP52367972	01/22/2018			2,158.08
		001-161-525	UNL & DSL FUEL				NP52367972	01/22/2018			325.87
		001-170-525	UNL & DSL FUEL				NP52367972	01/22/2018			157.82
		001-205-525	UNL FUEL				NP52367972	01/22/2018			27.85
001	AT&T			180913	02/06/2018	01/25/2018				175.26	
		001-092-605	MONTHLY SERVICE				2284972172	01/14/2018			175.26
001	AT&T			180914	02/06/2018	01/25/2018				99.73	
		001-092-605	MONTHLY SERVICE				2284977070	01/14/2018			99.73

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Claim Number	Check Number	Invoice #	Date	P.O.	Claim Amount	Approved/Disapproved (Amount)
001	AT&T			180915	02/06/2018	01/25/2018						3,400.88	
		001-092-605	MONTHLY SERVICE						2284978000	01/14/2018			3,400.88
001	AT&T			180916	02/06/2018	01/25/2018						31.16	
		001-100-699	NCIC TELECOM SERVS						2284970262	01/25/2018			31.16
001	SINGING RIVER ELECTRIC COOPERATIVE			180927	02/06/2018	01/30/2018						733.21	
		001-161-631	BROWN FD 95237002						01142018	01/23/2018			411.01
		001-161-631	MARTIN BLUFF FD 58380001						01152018	01/24/2018			179.87
		001-201-629	SIGNAL LIGHTS 17546						01152018	01/24/2018			33.17
		001-092-631	CITY LIMIT SIGN 17546						01152018	01/24/2018			28.69
		001-100-631	MBLUFF SUB STN 58521002						01152018	01/24/2018			80.47
001	SINGING RIVER ELECTRIC COOPERATIVE			180928	02/06/2018	01/30/2018						8,908.86	
		001-201-633	STREET LIGHTING 10054						01172018	01/25/2018			5,247.82
		001-092-631	CITY HALL 10054						01172018	01/25/2018			1,461.53
		001-170-631	FRAISER PARK 10054						01172018	01/25/2018			47.90
		001-170-631	SENIOR BLDG 10054						01172018	01/25/2018			452.42
		001-170-631	CITY PARK 10054						01172018	01/25/2018			99.67
		001-161-631	CENTRAL FD 10054						01172018	01/25/2018			324.30
		001-092-631	PUBLIC WORKS 10054						01172018	01/25/2018			273.42
		001-092-631	HWY 90 SIGN 10054						01172018	01/25/2018			29.29
		001-201-629	TRAFFIC SIGNALS 10054						01172018	01/25/2018			972.51
001	SINGING RIVER ELECTRIC COOPERATIVE			180929	02/06/2018	01/30/2018						1,050.04	
		001-201-633	DOLPHIN ST 94987002						01172018	01/25/2018			113.71
		001-201-633	DOLPHIN ST 94988002						01172018	01/25/2018			136.42
		001-201-633	DOLPHIN ST 94989002						01172018	01/25/2018			158.26
		001-201-633	DOLPHIN ST 94990002						01172018	01/25/2018			325.54
		001-201-633	WM PAYNE 100244001						01172018	01/25/2018			147.48
		001-201-633	WM PAYNE 100245001						01172018	01/25/2018			168.63
001	SINGING RIVER ELECTRIC COOPERATIVE			180930	02/06/2018	01/30/2018						2,149.14	
		001-100-631	POLICE STATION 66298004						01172018	01/25/2018			1,165.90
		001-201-629	TRAFFIC SIGNALS 89113001						01172018	01/25/2018			59.49
		001-170-631	CITY PARK RESTRMS 89912001						01172018	01/25/2018			493.14
		001-201-633	STREET LIGHTING 90345002						01172018	01/25/2018			231.12
		001-092-631	RECORDS BLDG 90790001						01172018	01/25/2018			153.86
		001-170-631	FRAZIER RESTRMS 98546001						01172018	01/25/2018			45.63
001	SINGING RIVER ELECTRIC COOPERATIVE			180933	02/06/2018	01/30/2018						1,221.06	
		001-161-631	SOUTH FD 76008001						01192018	01/26/2018			237.08
		001-170-631	BACOT PARK 10137						01192018	01/26/2018			858.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	180933	02/06/2018	01/30/2018			1,221.06	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNALS LIGHTS 10138		01192018	01/26/2018			101.68
	001-170-631	BACOT SPLASHPAD 103751001		01192018	01/26/2018			23.50
001	MSC 7511	180937	02/06/2018	01/30/2018			145.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV2287999	01/22/2018			145.10
001	FUELMAN	180940	02/06/2018	01/30/2018			3,202.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP52400337	01/29/2018			51.62
	001-100-525	UNL FUEL		NP52400337	01/29/2018			2,388.84
	001-161-525	UNL & DSL FUEL		NP52400337	01/29/2018			444.66
	001-170-525	UNL & DSL FUEL		NP52400337	01/29/2018			273.48
	001-205-525	UNL FUEL		NP52400337	01/29/2018			43.75
001	PASCAGOULA UTILITIES	180952	02/06/2018	01/30/2018			331.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN		26163	01/25/2018			124.22
	001-161-630	SOUTH FIRE STN		26348	01/25/2018			207.33
001	REYNOLDS WHOLESALE CO	180953	02/06/2018	01/31/2018			296.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	TRIGGER SPRAY BOTTLES (6)		57883	01/24/2018	180403		8.94
	001-170-559	BOWL BRUSH (4)		57883	01/24/2018	180403		11.96
	001-170-559	BOX/100 PF LATEX GLOVES (4)		57883	01/24/2018	180403		27.80
	001-170-559	CS/100 38X58 CAN LINERS (4)		57883	01/24/2018	180403		111.80
	001-170-559	CS BROWN MF TOWELS (3)		57883	01/24/2018	180403		59.85
	001-170-559	CS JUMBO JR TISSUE (3)		57883	01/24/2018	180403		76.50
001	ACTION PRINTING CENTER INC	180955	02/06/2018	01/31/2018			102.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-620	BUSINESS CARDS (250):ANKERSON		93430	01/22/2018	180311		51.00
	001-090-620	BUSINESS CARDS (250):ALEXANDER		93430	01/22/2018	180311		51.00
001	MID SOUTH UNIFORM & SUPPLY INC	180956	02/06/2018	01/31/2018			5,465.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SS NAVY SHIRT (43)		571786	01/19/2018	180205		1,860.18
	001-100-535	ARMORSKIN BASE SHIRT (3)		571786	01/19/2018	180205		138.75
	001-100-535	LS NAVY SHIRT (10)		571786	01/19/2018	180205		460.60
	001-100-535	NAVY PANTS W/BLUE STRIPE (42)		571786	01/19/2018	180205		1,772.82
	001-100-535	NAVY PANTS W/GOLD STRIPE (6)		571786	01/19/2018	180205		253.26
	001-100-535	HD MERIDIAN JACKET NAVY (2)		571786	01/19/2018	180205		289.84
	001-100-535	SS NAVY SHIRT (2)		571786	01/19/2018	180205		131.51
	001-100-535	SEW ON PATCHES (120)		571786	01/19/2018	180205		120.00
	001-100-535	BRAID OLD GOLD (6)		571786	01/19/2018	180205		25.50
	001-100-535	NAVY BRAID (48)		571786	01/19/2018	180205		204.00
	001-100-535	LT BLUE BRAID (42)		571786	01/19/2018	180205		178.50
	001-100-535	ID PANELS (2)		571786	01/19/2018	180205		30.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	180957	02/06/2018	01/31/2018			450.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	CPAT EXAM: GRAHAM	25941	01/09/2018	171244	40.00
001-161-681	CPAT EXAM: NORTHINGTON	25941	01/09/2018	180068	40.00
001-161-681	FIRE INSPECTOR 1031-11: BROWN	25960	01/11/2018		370.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF COAST BUSINESS SUPPLY CO	180958	02/06/2018	01/31/2018			205.26	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	DUST MOP 36X5 REFILL (6)	162139	01/05/2018	180379	49.02
001-161-500	PACKAGING TAPE ROLL (2)	162139	01/05/2018	180379	3.98
001-161-500	LETTER FILE FOLDERS 12/PK (2)	162139	01/05/2018	180379	15.10
001-161-500	GEL INK PEN REFILLS 2/PK (6)	162139	01/05/2018	180379	15.12
001-092-510	CS MF PAPER TOWELS (2)	162776	01/25/2018	180411	43.14
001-092-510	160/CT DISINFECTANT WIPE (6)	162776	01/25/2018	180411	66.72
001-161-559	41OZ BAG CANDY MINTS	162776	01/25/2018	180411	12.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY CHAMBER OF COMMERCE	180959	02/06/2018	01/31/2018			1,250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	LEADERSHIP JC TUITION:FINN, K	28087	01/10/2018	180378	1,250.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	180961	02/06/2018	01/31/2018			1,832.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-565	STREET NAME SIGNS (63)	299098	01/11/2018	180318	1,756.44
001-201-565	FREIGHT	299098	01/11/2018	180318	76.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COOPER FAMILY MED CENTER	180962	02/06/2018	01/31/2018			160.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-604	PHYS EXAM W/EKG: LONGSTREET	37500	01/15/2018	180280	100.00
001-100-604	ELECTROCARDIOGRAM: LONGSTREET	37500	01/15/2018	180280	60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS TROPHY LLC	180963	02/06/2018	01/31/2018			59.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	NAME/SERVING BAR: LONGSTREET	9694	01/11/2018	180330	28.20
001-100-559	POSTAGE	9694	01/11/2018	180330	1.75
001-100-535	NAME/SERVING BAR: FORREST	9695	01/11/2018	180369	28.20
001-100-535	POSTAGE	9695	01/11/2018	180369	1.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GIBSON ELECTRIC MOTOR SALES &	180964	02/06/2018	01/31/2018			51.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	40 MFD, 370V, CAPACITOR	42455	01/16/2018	180385	20.12
001-205-559	216-259 MFD,250V,CAPACITOR (2)	42455	01/16/2018	180385	31.22

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FERRARA FIRE APPARATUS INC	180965	02/06/2018	01/31/2018			1,360.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	DS WINDSHIELD REPLACED: E5	0000W87979	01/09/2018	180313	1,360.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FASTENAL COMPANY	180966	02/06/2018	01/31/2018			974.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	50LB BAG ASPHALT PATCH (63)	MSPAS72097	01/05/2018	180365	974.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALLISTON'S SCREEN PRINTING	180967	02/06/2018	01/31/2018			136.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	T-SHIRTS (8)	5172	12/12/2017	180283	34.00
001-100-535	GYM SHORTS (3)	5172	12/12/2017	180283	24.75
001-100-535	FLEECE SET (3): LONGSTREET	5172	12/12/2017	180283	78.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	180968	02/06/2018	01/31/2018			1,229.01	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-500	36X48 STD CHAIR MAT	3361907264	12/08/2017	180263	21.75
001-170-500	COPY PAPER 8.5X11 CS (10)	3361907264	12/08/2017	180263	308.70
001-170-500	2018 MONTHLY PLANNER 8X11 (5)	3361907264	12/08/2017	180263	55.55
001-170-500	RETRACTABLE BALLPOINT PENS DZ	3361907264	12/08/2017	180263	7.66
001-170-500	MECHANICAL PENCIL 0.7 24CT	3361907264	12/08/2017	180263	8.99
001-170-500	PERFORATED LEGAL PAD JR 12/PK	3361907264	12/08/2017	180263	2.99
001-170-500	OFM ESSENTIALS LEATHER CHAIR	3362508790	12/15/2017	180263	111.99
001-170-500	8X10 1 SUBJECT NOTEBOOK (2)	3364635288	01/05/2018	180263	3.68
001-161-500	LTR SIZE POCKET FILES	3364635286	01/05/2019	180360	59.29
001-100-500	SCOTCH TAPE 12 ROLLS (2)	3364635287	01/05/2018	180363	51.98
001-100-500	2018 DESK PAD CALENDARS (5)	3364635287	01/05/2018	180363	24.45
001-100-500	DZ PRECISE EXTRA FINE PENS	3364635287	01/05/2018	180363	13.99
001-100-500	FINE POINT MARKERS 5/PK (2)	3364635287	01/05/2018	180363	11.98
001-100-500	PRONG FASTENERS COMPRESS (2)	3364635287	01/05/2018	180363	3.92
001-100-500	WITE-OUT CORRECT TAPE (2)	3364635287	01/05/2018	180363	10.20
001-100-500	ACCO STEEL FASTENERS (2)	3364635287	01/05/2018	180363	8.56
001-100-500	BANKER BOX LETTER 12/CT (3)	3364635287	01/05/2018	180363	169.47
001-040-500	RUBBER BANDS #33/1 LB	3364551600	01/04/2018	180356	1.73
001-040-500	STANDARD STAPLES 25000CT	3364551600	01/04/2018	180356	2.99
001-040-500	PUSH PINS CLEAR 500CT	3364551600	01/04/2018	180356	1.66
001-040-500	LAMINATING POUCH 100/PK	3364551600	01/04/2018	180356	22.18
001-045-559	PAPER MATE PLASTIC ERASER 3/CT	3364551600	01/04/2018	180356	1.53
001-045-559	PENTEL ERASER REFILLS 2/PK	3364551600	01/04/2018	180356	1.36
001-045-559	2018 MONTHLY DESK PAD	3364551600	01/04/2018	180356	4.89
001-045-559	POST-IT FLAGS 280/PK	3364551600	01/04/2018	180356	10.34
001-045-559	RUBBER BANDS 1LB BAG	3364551600	01/04/2018	180356	6.49
001-045-559	PILOT V RAZOR LIQUID INK 8/PK	3364551600	01/04/2018	180356	10.71
001-045-559	12/PK GREEN HIGHLIGHTER LINER	3364551600	01/04/2018	180356	3.79
001-045-559	12/PK BLUE HIGHLIGHTER LINER	3364551600	01/04/2018	180356	3.79
001-040-500	DZ SHARPIE FINE POINT	3364551600	01/04/2018	180356	5.48
001-040-500	LEXMARK 501H TONER CARTRIDGE	3364551600	01/04/2018	180356	142.49
001-045-559	WIREBOUND NOTEBOOK 8.5X11	3364551501	01/04/2018	180356	11.89
001-022-500	EXPANDING FILE (2)	3365662626	01/17/2018	180384	23.46
001-022-500	POST IT NOTES CUBE 3/PK	3365662626	01/17/2018	180384	7.10
001-170-500	POST-IT NOTES 3X3	3365100287	01/11/2018	180371	10.11
001-170-500	2018 WALL CALENDAR 48X32	3365100287	01/11/2018	180371	29.75
001-170-500	AVERY LABELS 5160	3365100287	01/11/2018	180371	21.74
001-170-500	AVERY 9X12 LAMINATE SHEET (2)	3365952236	01/20/2018	180388	30.38

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	U.S. POLICE CANINE ASSOCIATION	180969	02/06/2018	01/31/2018			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	USPCA MEMBER FEE:MCQUAGGE,BEN		2/22-2/25	01/16/2018	180374		50.00
	001-100-681	USPCA REG FEE: MCQUAGGE, BEN		2/22-2/25	01/16/2018	180374		75.00
	001-100-681	USPCA MEMBER FEE BEVER, DAVID		2/22-2/25	01/16/2018			50.00
	001-100-681	USPCA REG FEE: BEVER, DAVID		2/22-2/25	01/16/2018			75.00
001	MS GULF COAST COMMUNITY COLLEGE	180970	02/06/2018	01/31/2018			3,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BLE ACADEMY TUITION:LONGSTREET		18-005	01/18/2018	180277		3,600.00
001	OCEAN SPRINGS SIGN AND GRAPHICS LLC	180973	02/06/2018	01/31/2018			98.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-561	24.00 X 2.00 GRAPHIC (3)		1318	01/08/2018	180324		36.15
	001-090-561	29.00 X 2.00 GRAPHIC (3)		1318	01/08/2018	180324		36.57
	001-090-561	29.00 X 2.00 GRAPHIC (3)		1318	01/08/2018	180324		36.57
	001-090-561	10% DISCOUNT		1318	01/08/2018	180324		-10.93
001	MEDTECH FORENSICS INC	180975	02/06/2018	01/31/2018			168.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	MS GSR EVIDENCE COLL KIT (2)		28444	01/11/2018	180332		152.00
	001-100-559	SHIPPING		28444	01/11/2018	180332		16.00
001	UNMANNED SYSTEMS GROUP LLC	180976	02/06/2018	01/31/2018			495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	REMOTE PILOT TRNG CRS: MCCOY		1/29-2/1	01/29/2018	180404		495.00
001	ECONOMY BOOTS SALES & SERVICE	180977	02/06/2018	01/31/2018			1,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SZ DUTY BOOTS: BOND		40203	11/09/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: LANGFIT		40199	11/08/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: HYTER		40202	11/08/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: WILSON		40170	11/02/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: BAXTER		40168	11/02/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: RODRIGUEZ		40165	11/02/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: SELOVER		40171	11/02/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: MONTGOMERY		40164	11/01/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: ALLMAND		40201	11/08/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: PARKER		40186	11/04/2017	180114		100.00
	001-100-535	SZ DUTY BOOTS: BURKES		10898	01/31/2018	180114		100.00

FUND TOTAL 1 Claims to Checks 51 Total 55,044.94 Manual Held Total 55,044.94

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
007	HANCOCK/WHITNEY BANK CORP TRUST SERVS	180908	02/06/2018	01/25/2018			268,713.75	________

Account Number	Description	Invoice #	Date	P.O.	Amount
007-680-805	BOND PRN GAUTIER210	03012018	01/03/2018		255,000.00
007-680-807	BOND INT GAUTIER210	03012018	01/03/2018		13,713.75

FUND TOTAL 7 Claims to Checks 1 Total 268,713.75 Manual Held Total 268,713.75

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	CITY OF GAUTIER	180884	02/06/2018	01/24/2018			25,667.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-900-969	TR USFWS MATCH (050):REQ 6	01242018	01/24/2018		24,215.44
171-021-779	TR SIDEWALK BAL #3:M&D CONST	01242018	01/24/2018		1,451.59

FUND TOTAL 171 Claims to Checks 1 Total 25,667.03 Manual Held Total 25,667.03

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	180877	02/06/2018	01/23/2018			38,986.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	JAN 2018	12/31/2017		38,986.97

FUND TOTAL 172 Claims to Checks 1 Total 38,986.97 Manual Held Total 38,986.97

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant			Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC			180858	02/06/2018	01/16/2018			163.45	
		Account Number	Description			Invoice #	Date	P.O.	Amount	
		176-170-699	RENEWAL 2/13/18 - 2/12/19			3201	01/15/2018			11.95
		176-170-699	HOSTING FEE FEB 2018			3201	01/15/2018			36.50
		176-170-699	SHOPPING CART FEE FEB 2018			3201	01/15/2018			115.00
176	AT&T			180917	02/06/2018	01/25/2018			292.95	
		Account Number	Description			Invoice #	Date	P.O.	Amount	
		176-170-605	JAN 2018 DSL			2284970676	01/14/2018			111.64
		176-170-605	MONTHLY SERVICE			2284970676	01/14/2018			181.31
176	AT&T			180919	02/06/2018	01/25/2018			153.99	
		Account Number	Description			Invoice #	Date	P.O.	Amount	
		176-170-605	MONTHLY SERVICE			2284972244	01/14/2018			153.99
176	SINGING RIVER ELECTRIC COOPERATIVE			180934	02/06/2018	01/30/2018			2,654.33	
		Account Number	Description			Invoice #	Date	P.O.	Amount	
		176-170-631	SHEPARD PARK 76854002			01192018	01/26/2018			2,606.11
		176-170-631	HOUSE 76855002			01192018	01/26/2018			48.22
176	REYNOLDS WHOLESALE CO			180954	02/06/2018	01/31/2018			105.85	
		Account Number	Description			Invoice #	Date	P.O.	Amount	
		176-170-559	CS BROWN MF TOWELS			57885	01/24/2018	180402		19.95
		176-170-559	CS JUMBO JR TISSUE			57885	01/24/2018	180402		25.50
		176-170-559	CS JUMBO TISSUE			57885	01/24/2018	180402		29.50
		176-170-559	CS/12 8" BROWN TOWELS			57885	01/24/2018	180402		23.95
		176-170-559	CS/100 PF LATEX GLOVES, LRG			57885	01/24/2018	180402		6.95

FUND TOTAL 176 Claims to Checks 5 Total 3,370.57 Manual Held Total 3,370.57

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	180860	02/06/2018	01/16/2018			61.52	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-650-605 MONTHLY SERVICE			2284972276	01/06/2018			61.52
400	DEPARTMENT OF REVENUE	180864	02/06/2018	01/18/2018			43,427.11	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-680-821 ST LNS #3 90/57 SWR			01092018	01/09/2018			7,877.45
	400-680-822 ST LNS #4 90/57 WTR			01092018	01/09/2018			10,948.67
	400-680-822 ST LNS #4 90/57 SWR			01092018	01/09/2018			9,019.22
	400-680-823 ST LNS #5 ALLEN RD			01092018	01/09/2018			2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR			01092018	01/09/2018			3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR			01092018	01/09/2018			9,665.99
400	WASTE MANAGEMENT OF MS-GLF COAST INC	180876	02/06/2018	01/22/2018			616.58	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-651-698 ROLL - OFF TIMBERLANE			6647782134	01/16/2018			616.58
400	2012 GUD BONDS DEBT SERVICE	180904	02/06/2018	01/25/2018			116,362.50	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-680-816 FEB 2018 PRN PMT			02012018	01/31/2018			112,916.67
	400-680-817 FEB 2018 INT PMT			02012018	01/31/2018			3,445.83
400	MSC 7511	180907	02/06/2018	01/25/2018			166.49	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-650-698 FGYJ00-01 RENTAL FEE			INV2270339	01/10/2018			166.49
400	ARISTA INFORMATION SYSTEMS INC	180909	02/06/2018	01/25/2018			3,721.30	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-650-698 DEC 2017 STATEMENTS			24655	01/12/2018			1,121.30
	400-650-698 DEC 2017 POSTAGE			1425201801	01/12/2018			2,600.00
400	AT&T	180918	02/06/2018	01/25/2018			142.03	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-650-605 MONTHLY SERVICE			2284974594	01/17/2018			142.03
400	CABLE ONE INC	180921	02/06/2018	01/29/2018			51.01	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-650-698 JAN 2018: #107663106			01152018	01/23/2018			51.01
400	AT&T	180922	02/06/2018	01/29/2018			156.16	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-650-605 MONTHLY SERVICE			2284975234	01/14/2018			156.16
400	SINGING RIVER ELECTRIC COOPERATIVE	180935	02/06/2018	01/30/2018			1,863.57	
	Account Number / Description / Invoice # / Date / P.O.						Amount	
	400-651-631 LIFT STATION 20649			01142018	01/23/2018			934.68
	400-651-631 LIFT STATION 28779			01142018	01/23/2018			86.57
	400-651-631 SCHOONER WELL 20688			01102018	01/19/2018			646.08
	400-651-631 LIFT STATION 20688			01102108	01/19/2018			196.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	180936	02/06/2018	01/30/2018			5,071.96	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-631 LIFT STNS 89627001	01142018	01/24/2018				68.99	
	400-651-631 LIFT STNS 89702001	01152018	01/24/2018				49.12	
	400-651-631 LIFT STNS 17881	01152108	01/24/2018				2,307.12	
	400-651-631 WATER WELLS 17881	01152108	01/24/2018				2,646.73	
400	SINGING RIVER ELECTRIC COOPERATIVE	180938	02/06/2018	01/30/2018			8,220.32	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-631 IONIZATION PLANT 99216002	01172018	01/25/2018				267.93	
	400-651-631 WATER WELLS 17882	01172018	01/25/2018				2,834.63	
	400-651-631 CITY HALL SOUTH	01172018	01/25/2018				2,382.00	
	400-651-631 LIFT STATIONS 17882	01172018	01/25/2018				2,735.76	
400	SINGING RIVER ELECTRIC COOPERATIVE	180939	02/06/2018	01/30/2018			4,284.75	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-631 LIFT STNS 17875	01192018	01/26/2018				217.12	
	400-651-631 LIFT STNS 17883	01192018	01/26/2018				2,353.07	
	400-651-631 LIFT STNS 17884	01192018	01/26/2018				1,714.56	
400	FUELMAN	180941	02/06/2018	01/30/2018			43.52	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-650-525 UNL FUEL	NP52400337	01/29/2018				43.52	
400	MS COAST SUPPLY	180960	02/06/2018	01/31/2018			210.97	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-650-635 MAYBROOK UNIVERSAL URINAL	S127472901	01/23/2018	180395			113.17	
	400-650-635 FLUSH VALUE	S127472901	01/23/2018	180395			86.40	
	400-650-635 CHROME P TRAP	S127472901	01/23/2018	180395			11.40	
400	ENGEL ELECTRIC LLC	180971	02/06/2018	01/31/2018			3,865.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-650-635 DEMO & REPR: PW BLDG RESTROOM	S18122009	01/22/2018	180370			3,865.00	
400	ALL TIMBER TREE SERVICE	180972	02/06/2018	01/31/2018			800.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-698 REMOVE TREE: ROSEMONT LS	180381	01/29/2018	180381			800.00	
400	AVERETT FLOOR CARE LLC	180974	02/06/2018	01/31/2018			500.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-650-635 CLEAN CARPET	000006	01/30/2018	180155			493.00	
	400-650-635 SERVICE FEE: PW OFFICES	000006	01/30/2018	180155			7.00	
400	J H WRIGHT & ASSOCIATES INC	180978	02/06/2018	01/31/2018			1,085.00	
	Account Number / Description	Invoice #	Date	P.O.			Amount	
	400-651-583 GRINDER PUMP 2HP/20'CORD	404475	01/02/2018	180382			1,025.00	
	400-651-583 CONTROL FLOAT: SHEP TRAILER	404475	01/02/2018	180382			60.00	

FUND TOTAL 400 Claims to Checks 19 Total 190,649.79 Manual Held Total 190,649.79

Docket of Claims
Release date from 02/06/2018 thru 02/06/2018

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
602	FIRST NATIONAL BANK TRUST DEPT	180906	02/06/2018	01/25/2018			1,382,450.00	______

Account Number	Description	Invoice #	Date	P.O.	Amount
602-000-133	MAR 2018 PRINCIPAL PMT	03012018	01/15/2018		1,355,000.00
602-000-133	MAR 2018 INTEREST PMT	03012018	01/15/2018		27,450.00

FUND TOTAL 602 Claims to Checks 1 Total 1,382,450.00 Manual Held Total 1,382,450.00

Docket of Claims

Release date from 02/06/2018 thru 02/06/2018

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	51	Total	55,044.94	Manual		Held	Total	55,044.94
FUND 7	Claims	to	Checks	1	Total	268,713.75	Manual		Held	Total	268,713.75
FUND 171	Claims	to	Checks	1	Total	25,667.03	Manual		Held	Total	25,667.03
FUND 172	Claims	to	Checks	1	Total	38,986.97	Manual		Held	Total	38,986.97
FUND 176	Claims	to	Checks	5	Total	3,370.57	Manual		Held	Total	3,370.57
FUND 400	Claims	to	Checks	19	Total	190,649.79	Manual		Held	Total	190,649.79
FUND 602	Claims	to	Checks	1	Total	1,382,450.00	Manual		Held	Total	1,382,450.00
	Total for all Funds		Checks	79	Total	1,964,883.05	Manual		Held	Total	1,964,883.05

Councilwoman Martin made the motion to approve Consent Agenda Items 1-10, as presented. Councilman Colledge seconded the motion.

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

ORDER NUMBER 022-2018

WHEREAS, all items listed on the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion:

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10 are hereby approved.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

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

ORDER NUMBER 023-2018

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Reports for November 2017 and December 2017 are hereby received.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting February 6, 2018.

NOV 2017 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$1,468,792.61
MS Development Loan Katrina	Depository Account	007-000-001	$275.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	$13,631.67
Allen Road Widening	Depository Account	020-000-001	$31,890.62
MDOT Safe Routes to School	Depository Account	029-000-001	($27,915.12)
MDAH School House Grant	Depository Account	030-000-001	$1,508.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	($98,313.36)
Martin Bluff Road Improvements	Depository Account	128-000-001	$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$494,529.84
Fire Protection Fund	Depository Account	160-000-001	$276,869.23
Tidelands Grant	Depository Account	171-000-001	($89,837.37)
Library Support Fund	Depository Account	172-000-001	$1,700.28
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$57,303.44
USDA NRCS EWP Program	Depository Account	300-000-001	$178,387.00
Solid Waste Fund	Depository Account	404-000-001	($143,503.00)
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$2,267,332.11
	General Depository Reconciled Cash Balance		**$2,257,521.65**

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	$2,167,845.62
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$60,139.74
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		$2,227,985.36
	Enterprise Reconciled Cash Balance		**$2,224,724.18**

NOVEMBER 2017
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2018	NOV 2017	Balance	16.66% % to date
	General Fund Revenues	9,592,488.00	919,046.54	8,673,441.46	9.5%
	Expenditures:				
001	Legislative	129,212.00	23,574.84	105,637.16	18.2%
010	City Court	319,170.00	51,622.77	267,547.23	16.1%
021	City Manager	243,564.00	51,824.52	191,739.48	21.2%
022	Human Resources	143,050.00	27,795.08	115,254.92	19.4%
040	City Clerk	277,455.00	45,201.83	232,253.17	16.2%
045	Finance	183,825.00	30,014.88	153,810.12	16.3%
060	City Attorney	105,000.00	15,833.34	89,166.66	15.0%
090	Economic Dev - Planning	337,137.00	60,801.44	276,335.56	18.0%
092	Building & General Expenses	566,700.00	262,663.49	304,036.51	46.3%
094	Grants & Project Admin	141,768.00	19,532.11	122,235.89	13.7%
100	Police	3,204,363.00	553,813.01	2,650,549.99	17.2%
161	Fire	2,405,157.00	464,547.26	1,940,609.74	19.3%
170	Recreation	452,934.00	74,514.15	378,419.85	16.4%
201	PW: Streets	278,000.00	20,668.72	257,331.28	7.4%
205	PW: Maintenance	234,530.00	45,945.91	188,584.09	19.5%
900	Interfund Transfers	1,045,982.00	0.00	1,045,982.00	
	General Fund Expenditures	10,067,847.00	1,748,353.35	8,319,493.65	17.3%
	Total Operating Expenditures	8,873,297.00	1,746,988.73	7,126,308.27	
	Total Capital Outlay Expenditures	84,592.00	1,364.62	83,227.38	
	Total Debt Service	63,976.00	0.00	63,976.00	
	Total Transfers Out	1,045,982.00	0.00	1,045,982.00	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	10,067,847.00	1,748,353.35	8,319,493.65	
	Personnel	6,914,250.00	1,309,253.60	5,604,996.40	
	Supplies	456,517.00	52,566.27	403,950.73	
	Other Services	1,502,530.00	385,168.86	1,117,361.14	
	Capital Outlay	84,592.00	1,364.62	83,227.38	
	Debt Service	63,976.00	0.00	63,976.00	
	Interfund Transfers for DS	1,045,982.00	0.00	1,045,982.00	
	Unappropriated	0.00	0.00	0.00	
	Check Total	10,067,847.00	1,748,353.35	8,319,493.65	

NOVEMBER 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2018	As of NOV 2017	Balance	*16.66% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	0.00	279,229.00	
Expenditures	279,229.00	0.00	279,229.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	14,434.00	0.00	14,434.00	
Expenditures	46,324.00	0.00	46,324.00	
029 MDOT Safe Routes to School				
Revenues	59,938.88	0.00	59,938.88	
Expenditures	23,380.33	268.09	23,112.24	*1.1%*
030 MDAH 2014 Community Heritage				
Revenues				
050 MDMR City Park Boat Launch Imps				
Revenues	269,128.00	90,836.53	178,291.47	*33.7%*
Expenditures	178,291.47	98,313.36	79,978.11	*55.1%*
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 $7M GO Bond - Capital Improvements				
Revenues	4,114,562.21	219.82	4,114,342.39	
Expenditures	4,401,062.21	27,759.10	4,373,303.11	*0.6%*
157 US Justice Equitable Sharing				
Revenues	0.00	95,092.92	(95,092.92)	
Expenditures	50,000.00	20,102.92	29,897.08	*40.2%*
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	704.05	194,931.80	*0.3%*
171 Combined Tidelands Grant				
Revenues	713,797.29	22,709.13	691,088.16	*3.1%*
Expenditures	632,264.74	63,103.21	569,161.53	*9.9%*
172 Library Support Fund				
Revenues	109,578.00	3,405.35	106,172.65	*3.1%*
Expenditures	109,578.00	1,705.07	107,872.93	*1.5%*

NOVEMBER 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of NOV 2017	Balance	16.66% % to date
176 Shepard State Park				
Revenues	89,500.00	15,610.50	73,889.50	17.4%
Expenditures	124,623.00	10,352.98	114,270.02	8.3%
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	0.00	664,840.00	
350 Elevated Water Tank				
Revenues	1,122,500.00	0.00	1,122,500.00	
Expenditures	1,122,500.00	0.00	1,122,500.00	
351 Bemis Sewer Project				
Revenues	1,200,000.00	0.00	1,200,000.00	
Expenditures	1,200,000.00	0.00	1,200,000.00	
404 Solid Waste Fund				
Revenues	1,284,000.00	0.00	1,284,000.00	
Expenditures	1,305,000.00	168,440.85	1,136,559.15	12.9%
409 EPA: Brownfields Assessment				
Revenues	7,693.90	0.00	7,693.90	
Expenditures	7,693.90	0.00	7,693.90	

ENTERPRISE FUND (400)

	BUDGET FY 2018	NOV 2017	Balance	16.66% % to date
Utility Fund Revenues	8,943,818.00	1,513,694.15	7,430,123.85	16.9%
Administration	2,805,776.00	491,481.61	2,314,294.39	17.5%
Water & Sewer O & M	2,955,884.00	439,768.38	2,516,115.62	14.8%
Debt Service	2,476,684.00	463,304.09	2,013,379.91	18.7%
Transfers	536,000.00	0.00	536,000.00	
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,974,344.00	1,394,554.08	7,579,789.92	15.5%
Total Operating Expenditures	*5,607,660.00*	*921,534.99*	*4,686,125.01*	
Total Capital Outlay Expenditures	*154,000.00*	*9,715.00*	*144,285.00*	
Total Debt Service	*2,476,684.00*	*463,304.09*	*2,013,379.91*	
Total Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*	
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,974,344.00*	*1,394,554.08*	*7,579,789.92*	
Personnel	*249,133.00*	*28,235.25*	*220,897.75*	
Supplies	*330,000.00*	*40,645.83*	*289,354.17*	
Other Services	*5,028,527.00*	*852,653.91*	*4,175,873.09*	
Capital Outlay	*154,000.00*	*9,715.00*	*144,285.00*	
Debt Service	*2,476,684.00*	*463,304.09*	*2,013,379.91*	
Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*	
Contingencies	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*8,974,344.00*	*1,394,554.08*	*7,579,789.92*	

Enterprise Special Funds

421 MSB - Water Ionization Project	BUDGET FY 2018	NOV 2017	Balance	16.66%
Capital Outlay	55,131.74	692.00	54,439.74	

602 DS FUND: 2012 GUD BOND	BUDGET FY 2018	NOV 2017	Balance	16.66%
Revenue	1,397,350.00	233,459.56	1,163,890.44	16.7%
Bonds Payable	1,396,350.00		1,396,350.00	

DEC 2017 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$867,630.30
MS Development Loan Katrina	Depository Account	007-000-001	$275.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	$13,631.67
Allen Road Widening	Depository Account	020-000-001	$31,890.62
MDOT Safe Routes to School	Depository Account	029-000-001	($27,915.12)
MDAH School House Grant	Depository Account	030-000-001	$1,508.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	($98,313.36)
Martin Bluff Road Improvements	Depository Account	128-000-001	$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	$494,322.84
Fire Protection Fund	Depository Account	160-000-001	$276,283.35
Tidelands Grant	Depository Account	171-000-001	($99,831.37)
Library Support Fund	Depository Account	172-000-001	$1,743.89
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$59,021.09
USDA NRCS EWP Program	Depository Account	300-000-001	$178,387.00
Solid Waste Fund	Depository Account	404-000-001	($18,388.90)
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$1,782,258.28
	General Depository Reconciled Cash Balance		$1,781,447.82

ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-Hancock	400-000-002	$2,158,032.25
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	$60,139.74
Water Meter Project	Enterprise Account-Hancock	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	
	General Ledger Cash Balance		$2,218,171.99
	Enterprise Reconciled Cash Balance		$2,214,150.43

DECEMBER 2017
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2018	DEC 2017	Balance	25.00% % to date
	General Fund Revenues	9,592,488.00	1,238,001.06	8,354,486.94	12.9%
	Expenditures:				
001	Legislative	129,212.00	33,414.49	95,797.51	25.8%
010	City Court	319,170.00	64,792.47	254,377.53	20.3%
021	City Manager	243,564.00	67,584.12	175,979.88	27.7%
022	Human Resources	143,050.00	38,403.90	104,646.10	26.8%
040	City Clerk	277,455.00	65,381.62	212,073.38	23.5%
045	Finance	183,825.00	41,802.38	142,022.62	22.7%
060	City Attorney	105,000.00	23,750.01	81,249.99	22.6%
090	Economic Dev - Planning	337,137.00	76,556.14	260,580.86	22.7%
092	Building & General Expenses	566,700.00	281,381.30	285,318.70	49.6%
094	Grants & Project Admin	141,768.00	30,943.10	110,824.90	21.8%
100	Police	3,204,363.00	766,186.23	2,438,176.77	23.9%
161	Fire	2,405,157.00	627,661.33	1,777,495.67	26.0%
170	Recreation	452,934.00	103,482.40	349,451.60	22.8%
201	PW: Streets	278,000.00	33,913.41	244,086.59	12.1%
205	PW: Maintenance	234,530.00	61,670.38	172,859.62	26.2%
900	Interfund Transfers	1,045,982.00	0.00	1,045,982.00	
	General Fund Expenditures	10,067,847.00	2,316,923.28	7,750,923.72	23.0%

	BUDGET FY 2018	DEC 2017	Balance
Total Operating Expenditures	8,873,297.00	2,308,970.61	6,564,326.39
Total Capital Outlay Expenditures	84,592.00	7,952.67	76,639.33
Total Debt Service	63,976.00	0.00	63,976.00
Total Transfers Out	1,045,982.00	0.00	1,045,982.00
Total Unappropriated	0.00	0.00	0.00
Check Total	10,067,847.00	2,316,923.28	7,750,923.72
Personnel	6,914,250.00	1,776,980.49	5,137,269.51
Supplies	456,517.00	83,431.97	373,085.03
Other Services	1,502,530.00	448,558.15	1,053,971.85
Capital Outlay	84,592.00	7,952.67	76,639.33
Debt Service	63,976.00	0.00	63,976.00
Interfund Transfers for DS	1,045,982.00	0.00	1,045,982.00
Unappropriated	0.00	0.00	0.00
Check Total	10,067,847.00	2,316,923.28	7,750,923.72

DECEMBER 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2018	As of DEC 2017	Balance	*25.00% % to date*
007 MS Dev 2.36M Katrina Bonds				
Revenues	279,229.00	0.00	279,229.00	
Expenditures	279,229.00	0.00	279,229.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
Expenditures	54,603.12	0.00	54,603.12	
020 Allen Road Widening				
Revenues	14,434.00	0.00	14,434.00	
Expenditures	46,324.00	0.00	46,324.00	
029 MDOT Safe Routes to School				
Revenues	59,938.88	0.00	59,938.88	
Expenditures	23,380.33	268.09	23,112.24	*1.1%*
030 MDAH 2014 Community Heritage				
Revenues	[illegible]	[illegible]	[illegible]	
050 MDMR City Park Boat Launch Imps				
Revenues	269,128.00	90,836.53	178,291.47	*33.7%*
Expenditures	178,291.47	98,313.36	79,978.11	*55.1%*
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 $7M GO Bond - Capital Improvements				
Revenues	4,114,562.21	351,967.44	3,762,594.77	*8.5%*
Expenditures	4,401,062.21	80,389.10	4,320,673.11	*1.8%*
157 US Justice Equitable Sharing				
Revenues	0.00	95,092.92	(95,092.92)	
Expenditures	50,000.00	20,309.92	29,690.08	*40.6%*
160 Fire Protection Fund				
Revenues	103,000.00	0.00	103,000.00	
Expenditures	195,635.85	1,289.93	194,345.92	*0.6%*
171 Combined Tidelands Grant				
Revenues	713,797.29	22,709.13	691,088.16	*3.1%*
Expenditures	632,264.74	73,097.21	559,167.53	*11.5%*
172 Library Support Fund				
Revenues	109,578.00	5,149.24	104,428.76	*4.6%*
Expenditures	109,578.00	3,405.35	106,172.65	*3.1%*

DECEMBER 2017
YEAR TO DATE TOTALS

General Depository Special Funds	BUDGET FY 2017	As of DEC 2017	Balance	*25.00%* *% to date*
176 Shepard State Park				
Revenues	89,500.00	22,316.00	67,184.00	*24.9%*
Expenditures	124,623.00	15,340.83	109,282.17	*12.3%*
300 USDA-NRCS EWP				
Revenues	486,453.00	0.00	486,453.00	
Expenditures	664,840.00	0.00	664,840.00	
350 Elevated Water Tank				
Revenues	1,122,500.00	0.00	1,122,500.00	
Expenditures	1,122,500.00	0.00	1,122,500.00	
351 Bemis Sewer Project				
Revenues	1,200,000.00	0.00	1,200,000.00	
Expenditures	1,200,000.00	0.00	1,200,000.00	
404 Solid Waste Fund				
Revenues	1,284,000.00	208,349.29	1,075,650.71	*16.2%*
Expenditures	1,305,000.00	251,676.04	1,053,323.96	*19.2%*
409 EPA: Brownfields Assessment				
Revenues	7,693.90	0.00	7,693.90	
Expenditures	7,693.90	0.00	7,693.90	

DECEMBER 2017
YEAR TO DATE TOTALS

ENTERPRISE (400)	**BUDGET FY 2018**	**DEC 2017**	**Balance**	*25.00% % to date*
Utility Fund Revenues	8,943,818.00	2,250,658.33	6,693,159.67	*25.1%*
Administration	2,805,776.00	721,249.77	2,084,526.23	*25.7%*
Water & Sewer O & M	2,955,884.00	645,986.14	2,309,897.86	*21.8%*
Debt Service	2,476,684.00	686,156.52	1,790,527.48	*27.7%*
Transfers	536,000.00	0.00	536,000.00	
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	8,974,344.00	2,053,392.43	6,920,951.57	*22.8%*

Total Operating Expenditures	*5,607,660.00*	*1,357,359.93*	*4,250,300.07*
Total Capital Outlay Expenditures	*154,000.00*	*9,875.98*	*144,124.02*
Total Debt Service	*2,476,684.00*	*686,156.52*	*1,790,527.48*
Total Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*
Check Total	*8,974,344.00*	*2,053,392.43*	*6,920,951.57*

Personnel	*249,133.00*	*45,989.47*	*203,143.53*
Supplies	*330,000.00*	*54,932.68*	*275,067.32*
Other Services	*5,028,527.00*	*1,256,437.78*	*3,772,089.22*
Capital Outlay	*154,000.00*	*9,875.98*	*144,124.02*
Debt Service	*2,476,684.00*	*686,156.52*	*1,790,527.48*
Interfund Transfers	*536,000.00*	*0.00*	*536,000.00*
Contingencies	*200,000.00*	*0.00*	*200,000.00*
Check Total	*8,974,344.00*	*2,053,392.43*	*6,920,951.57*

Enterprise Special Funds

421 MSB - Water Ionization Project	**BUDGET FY 2018**	**DEC 2017**	**Balance**	*25.00%*
Capital Outlay	55,131.74	692.00	54,439.74	

602 DS FUND: 2012 GUD BOND	**BUDGET FY 2018**	**DEC 2017**	**Balance**	*25.00%*
Revenue	1,397,350.00	350,264.22	1,047,085.78	*25.0%*
Bonds Payable	1,396,350.00		1,396,350.00	

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

ORDER NUMBER 024-2018

WHEREAS, the purpose of the AFG Program is to enhance the ability of first responders to protect the health and safety of the public from fire and related hazards; and

WHEREAS, there are three eligible categories for grant funding under this program: Operations and Safety, Vehicle Acquisition, and Regional programs; and

WHEREAS, the Gautier Fire Department proposes to apply for funding under the Operations and Safety category to purchase 4 thermal imaging cameras as well as 5 multi-gas detectors which will require a match of $1,646.00 which is 5% of the total funding request of $34,570.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) for the FY 2017 Assistance to Firefighters Grant (AFG) funding is hereby authorized.

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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

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MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

GAUTIER FIRE DEPARTMENT

"Proudly Protecting Nature's Playground"
2502 College Circle Gautier, MS 39553
Phone: (228) 497-1656
Fax: (228) 497-0100

MEMORANDUM

To: Paula Yancey, City Manager

From: Derek McCoy, Deputy Fire Chief

Through: Robert Jones, Fire Chief

Date: 1/23/2018

Subject: FY 2017 Assistance to Firefighters Grant Application Submission

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REQUEST:

The Gautier Fire Department requests City Council authorization to submit an application to the U.S. Department of Homeland Security – Federal Emergency Management Agency (FEMA) for FY 2017 Assistance to Firefighters Grant (AFG) funding.

BACKGROUND:

The purpose of the AFG Program is to enhance the ability of first responders to protect the health and safety of the public from fire and related hazards. The three eligible categories for grant funding under this program are: Operations and Safety, Vehicle Acquisition, and Regional programs.

DISCUSSION:

The Gautier Fire Department proposes to apply for funding under the Operations and Safety category to purchase 4 thermal imaging cameras as well as 5 multi-gas detectors which will require a match of $1,646.00 which is 5% of the total funding request of $34,570.00

RECOMMENDATION:

The Fire Department recommends that the City Council authorize the submission of application for FY 2017 AFG Grant Funding as outlined above with a submission deadline of February 2, 2018.

The City Council may:

1. Approve submission of application for FY 2017 AFG funding as described above; or
2. Not approve submission of the application for FY 2017 AFG funding.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 025-2018

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held January 2, 2018 and Recessed Council Meeting held January 16, 2018 are hereby approved.

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

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

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

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

ORDER NUMBER 026-2018

WHEREAS, the governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2017 is hereby authorized.

IT IS FURTHER ORDERED that the fee estimate for these services will be $28,000.00 and is expected to begin on approximately March 15, 2018.

IT IS FURTHER ORDERED that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

WRIGHT, WARD, HATTEN & GUEL
PROFESSIONAL LIMITED LIABILITY COMPANY
(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)
Certified Public Accountants

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

CHRIS TAYLOR, CPA
CHARLENE KERKOW, CPA

HANCOCK BANK BUILDING
2510 - 14TH STREET
P.O. BOX 129
GULFPORT, MISSISSIPPI 39502

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPA.COM

January 30, 2018

To City Council and City Management
City of Gautier, Mississippi

We are pleased to confirm our understanding of the services we are to provide the City of Gautier, Mississippi for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform*

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and city council of the City of Gautier, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier, Mississippi's major programs. The purpose of these procedures will be to express an opinion on the City of Gautier, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Gautier, Mississippi in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to city council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten & Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the City's oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten & Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 15, 2018 and to issue our reports no later than June 30, 2018. Sande Hentges, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee estimate for these services will be $28,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Gautier, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wright, Ward, Hatten & Guel

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier, Mississippi.

Management signature: ______________________________
Title: ______________________________
Date: ______________________________

Governance signature: ______________________________
Title: ______________________________
Date: ______________________________

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

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO RE-ESTABLISH THE GAUTIER SENIOR CENTER STEERING COMMITTEE

RESOLUTION NUMBER 007-2018

WHEREAS, it is the desire of the Mayor and Council of the City of Gautier, Mississippi to re-establish and appoint a steering committee for the purpose of advising the City Manager and Parks and Recreation Director on the development of recommendations for policy governing the use of the Gautier Senior Center buildings, equipment, and grounds, and for the purpose of recommending, advising and assisting the city with programs and activities aimed at providing senior recreation and leisure time activities for the elderly community of the City of Gautier;

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

1. That a Senior Citizens Steering Committee is hereby re-established which is advisory only to the City Manager and Parks and Recreation Director.

2. That the term of membership shall run concurrent with the term of Council.

3. That the appointments shall be nominated and voted on by the Council at a subsequent meeting.

4. That the members of the Committee shall serve at the will and pleasure of the Mayor and Council, and members are subject to removal from the Committee by recommendation of the Committee, or upon a motion and approval by the Council.

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

6. The members shall annually elect a chairman from their membership and a secretary for the purpose of taking minutes and related duties.

7. All meeting of the Gautier Senior Center Steering Committee shall be open to the public. Meetings will be held monthly or at least once quarterly.

8. Gautier Senior Steering Committee members may invite representatives of subject matter experts to meetings as appropriate.

9. Minutes shall be kept of all meeting with a copy filed with the City Clerk. Minutes shall be submitted to the Council for their review on the Consent Agenda of the Council. An annual report of the Gautier Senior Steer Committee’s activities shall be submitted to the City Council in January of each year.

10. This resolution shall take effect in accordance with Mississippi State.

BE IT, FURTHER RESOLVED, that Council desires to appoint the following Gautier residents to the Senior Steer Committee:

Mayor Phil Torjusen
1. Donnis Torgerson - Ward 4
2. Jenny Downs - Ward 3

Councilwoman Mary Martin
1. Pat Johnson - Ward 3
2. Pat Walters - Ward 1

Councilman Cameron George
1. Bill Bray - Ward 1

Councilman Richard Jackson
1. Abe Sherrod - Ward 2
2. Theresa Jackson - Ward 2

Councilman Casey Vaughan
1. Shirley Paul - Ward 3
2. Dick Paul - Ward 3

Councilman Rusty Anderson
1. Rico Borrazzo - Ward 4
2. Sherry Stanford - Ward 4

Councilman Adam Colledge
1. Susan Parol - Ward 5
2. Jacqueline Cumbest - Ward 5

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

The motion to approve the forgoing Resolution was made by **Councilwoman Martin**, seconded by **Councilman Colledge** and the following vote was recorded:

Mayor Phil Torjusen	**AYE**
Councilwoman Mary Martin	**AYE**
Councilman Cameron George	**AYE**
Councilman Richard Jackson	**AYE**
Councilman Casey Vaughan	**AYE**
Councilman Rusty Anderson	**AYE**
Councilman Adam Colledge	**AYE**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **6th** day of **February**, 2018.

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 01/31/2018
Subject: Resolution to re-establish and appoint members to the Gautier Senior Steer Committee.

REQUEST:

The Recreation Department requests City Council approval to re-establish and appoint members to the Gautier Senior Steer Committee.

BACKGROUND:

The goal/ duties of the Senior Steer committee is to assist in the development of recommendations for policy governing the use of the Gautier Senior Center buildings, equipment, and grounds, and for the purpose of assisting programs and activities aimed at providing senior recreation and leisure time activities for the elderly community of the City of Gautier. Our ultimate goal for the Senior Center is to provide more programming and to grow our senior participation.

DISCUSSION:

Mayor and Council would like to appoint Gautier citizens listed below:

Mayor Phil Torjusen
1. Donnis Torgerson- Ward 4
2. Jenny Downs- Ward 3

Councilwoman at Large Mary Martin
1. Pat Johnson- Ward 3
2. Pat Walters- Ward 1

Councilman Richard Jackson
1. Abe Sherrod- Ward2
2. Theresa Jackson- Ward 2

Councilman Casey Vaughan
1. Shirley Paul- Ward 3
2. Dick Paul- Ward 3

Councilman Rusty Anderson
1. Rico Borrazzo- Ward 4
2. Sherry Stanford- Ward 4

Councilman Adam Colledge
1. Susan Parol- Ward 5 2. Jacqeline Cumbest - Ward 5

RECOMMENDATION:

The Recreation Department recommends that City Council approve the resolution to reestablish and appoint members to the Gautier Senior Steer Committee.

City Council May:
1) Approve the resolution to reestablish and appoint members to the Gautier Senior Steer Committee.
2) Not approve the resolution to reestablish and appoint members to the Gautier Senior Steer Committee.

ATTACHMENTS:

none

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

ORDINANCE NUMBER 243-2018

ORDINANCE APPROVING CREATION OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO CREATE FOUR (4) FULL-TIME TEMPORARY GROUNDS AND MAINTENANCE OPERATORS AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended creation of the following new positions pursuant to Miss. Code Ann. 21-9-45:

1. Temporary Grounds and Maintenance Operators (4)

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

A. The Gautier City Council held a public meeting on February 6, 2018 to consider creation and funding of specified positions and the Revised Schedule of Authorized Positions.

SECTION 2.

A. The Gautier City Council creates the following positions:

1. Temporary Grounds and Maintenance Operators (4)

B. The Official Schedule of Authorized Positions Shall be amended as Attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

Thereupon, motion duly made by **Councilwoman Martin**, seconded by **Councilman Colledge** to adopt the foregoing ordinance and received the following votes:

Mayor Phil Torjusen	**AYE**
Councilwoman Mary Martin	**AYE**
Councilman Cameron George	**AYE**
Councilman Richard Jackson	**AYE**
Councilman Casey Vaughan	**AYE**
Councilman Rusty Anderson	**AYE**
Councilman Adam Colledge	**AYE**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the **6th** day of **February**, 2018.

____
Phil Torjusen, Mayor

ATTEST:

____
Cynthia Russell
City Clerk

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Parks and Recreation Director

Date: January 30, 2018

Subject: Approval to amend the Schedule of Authorized Positions to add four (4) fulltime temporary grounds and maintenance operators

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REQUEST:

The Parks and Recreation Director request approval to amend the Schedule of Authorized Positions by adding four (4) fulltime temporary grounds and maintenance operators not to exceed 4.5 months to assist with the cleanup of Hurricane Nate in the Parks & Recreation Department. The four (4) fulltime temporary grounds and maintenance operator's positions will be deleted from the Schedule of Authorized Positions after 4.5 months.

BACKGROUND:

On January 18th City Staff met with representatives from FEMA in reference to storm damage from Hurricane Nate. The City of Gautier's Parks and Recreation Dept. qualifies for hardship reimbursements from FEMA due to limited staffing and the amount of damages at its parks. FEMA will reimburse the City 75% of the cleanup cost from Hurricane Nate. MEMA will reimburse the City 12.5% of the cleanup cost from Hurricane Nate upon successful closeout. Shepard State Park has approximate 11 miles of trails that need to be cleared due to fallen trees and debris from Hurricane Nate. All work must be completed by May 22nd to qualify for reimbursement from FEMA and MEMA.

DISCUSSION:

The Parks and Recreation Director is requesting to hire four (4) fulltime temporary grounds and maintenance operators to assist with the cleanup at its parks. The projected cost is based on 504 total hours worked per person based on a start date of FEB 20th and no work performed on MAR 30th (Good Friday). No weekend hours or OT, straight 8 hour days M-F only. Hourly rate: $12.00 and no benefits. Cost per worker: $6,812 (includes F/M & W. Comp) Total cost- 4 workers: $27,248 Estimated reimbursement from Fema at 75% = $20,436. The estimated reimbursement from MEMA upon successful closeout at 12.5% would be $3,406. The City's portion $3,406. This is an unbudgeted expense and may require a budget amendment. The four (4) fulltime temporary grounds and maintenance operator's positions are not to exceed 4.5 months and the positions will be deleted from the schedule of authorized positions after the 4.5 months.

RECOMMENDATION:

The Parks and Recreation Director recommends that City Council amend the Schedule of Authorized Positions to add four (4) fulltime temporary grounds and maintenance operators to assist with the cleanup of Hurricane Nate in the Parks & Recreation Department.

The City Council May:

1. Approve the amendment to the Schedule of Authorized Positions to add four (4) fulltime temporary grounds and maintenance operators to assist with the cleanup of Hurricane Nate in the Parks & Recreation Department.
2. Not approve the amendment to the Schedule of Authorized Positions to add four (4) fulltime temporary grounds and maintenance operators to assist with the cleanup of Hurricane Nate in the Parks & Recreation Department.

ATTACHMENT:

Schedule of Authorized Positions
City of Gautier Organization Chart

Approved by Council 02/06/18	Pay Scale	Pay Grade	Number of Full-Time Authorized Positions	Number of Part-Time Authorized Positions	Number of Reserve Authorized Positions (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender	N/A	N/A		1	
Total Funded				**2**	
Total Non-Funded					
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant I	2080	9	1		
Economic Developer			Unfunded (1)		
Total Funded			**2**		
Total Non-Funded			**1**		
GRANTS AND PROJECTS DEPT.					
Director	2080	19	1		
Contract and Project Administrator	2080	17	1		
Total Funded			**2**		
Total Non-Funded					
RECREATION DEPT.					
Director	2080	19	1		
Recreation Coordinator	2080	10	1		
Parks Supervisor	2080	12	1		
Grounds and Maintenance Oper.	2080	7	3		
Grounds and Maintenance Oper.	2080	N/A	4	Temporary Full Time	Not to exceed 4.5 mos
Student Laborer	N/A	N/A		1	
Park Attendant	N/A	N/A		3	

Total Funded			**10**	**4**
Total Non-Funded				
FINANCE DEPARTMENT				
Comptroller	2080	21	1	
Assistant Comptroller	2080	17	1	
Accounting Generalist	2080	11	1	
Court Division				
Court Clerk	2080	13	1	
Deputy Court Clerk	2080	9	1	
Total Funded			**5**	
Total Non-Funded				
HUMAN RESOURCES DEPARTMENT				
Director	2080	21	1	
HR Generalist	2080	10	1	
Maintenance Division				
Mechanic	2080	14	2	
Multi-Craft Maintenance Worker	2080	12	1	
Custodian	2080	7	1	
Total Funded			**6**	
Total Non-Funded				
CITY CLERK DEPARTMENT				
City Clerk	2080	21	1	
Deputy City Clerk	2080	15	1	
Purchasing Agent	2080	12	1	
Administrative Clerk	2080	8	1	
Utility Services Division				

Utility Services Manager	2080	15	1
Utility Billing Supervisor	2080	13	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	2
Total Funded			**9**
Total Non-Funded			
PLANNING DEPARTMENT			
Director/Building Official	2080	21	1
Planning Technician	2080	11	1
Administrative Clerk	2080	8	1
Building and Code Inspector	2080	13	1
Code Enforcement Officer	2080	10	1
Animal Control Officer	2080	9	1
Total Funded			**6**
Total Non-Funded			
POLICE DEPARTMENT			
Police Chief	2080	22	1
Administrative Assistant IV	2080	12	1
Captain	2080	15	3
CID			
Detective Lieutenant	2080	14	1
Detective Sergeant	2080	13	1
Detective	2080	12	2
Detective	2080	12	Unfunded (1)
FBI Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	Unfunded (1)
Records Clerk	2080	8	1

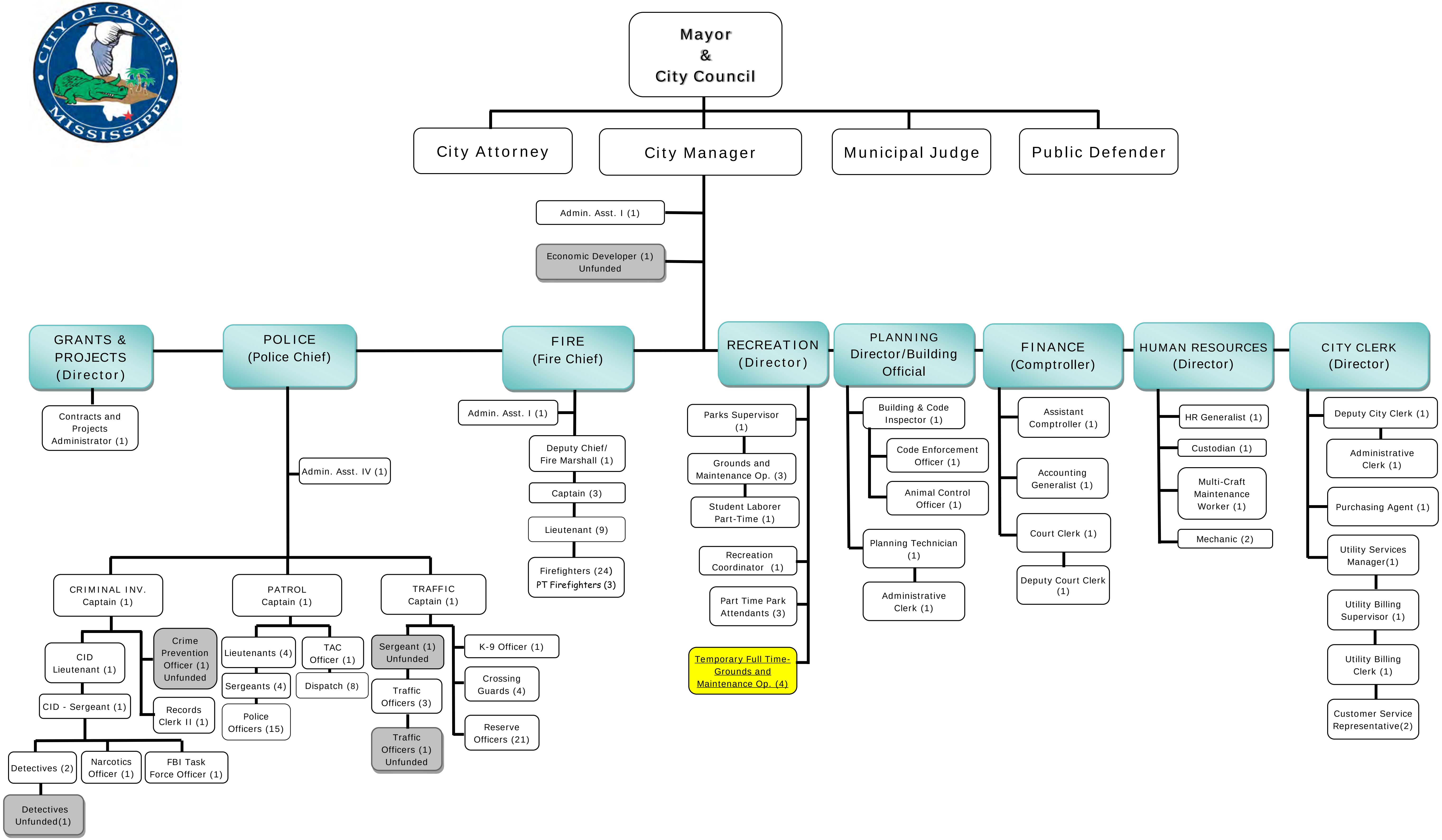
Patrol					
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer	2184	9 or 10*	15		
Dispatcher/TAC Officer	2080	11	1		
Dispatcher	2184	7 or 8	8		
Traffic					
Traffic Sergeant	2184	10S	Unfunded (1)		
K9 Officer	2184	10	1		
Traffic Officer	2184	10	3		
Traffic Officer	2184	10	Unfunded (1)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			**48**	**4**	**21**
Total Non-Funded			**4**		
** Probationary Officer/Grade 9*					
Certified Officer/Grade 10					
FIRE DEPARTMENT					
Fire Chief	2080	22	1		
Deputy Fire Chief/Fire Marshall	2080	20	1		
Administrative Assistant I	2080	9	1		
Fire Captain	2496	12	3		
Fire Lieutenant	2496	11	9		
Firefighter	2496	9 or 10*	24		
Part Time Firefighter	N/A	N/A		3	
Total Funded			**39**	**3**	
Total Non-Funded					
**Probationary Firefighter/Grade 9*					
Certified Firefighter/Grade 10					

Summary of Authorized Positions	Full Time	Part Time	Reserve Positions
Judicial: Funded		2	
Executive Dept: Funded	2		
Executive Dept: Unfunded	1		
Grants and Projects Dept.	2		
Recreation Dept.	10	4	
Finance Dept: Funded	5		
Human Resources Dept: Funded	6		
City Clerk Dept: Funded	9		
Planning Dept: Funded	6	0	
Police Department: Funded	48	4	21
Police Department: Unfunded	4		
Fire Dept: Funded	39	3	
TOTAL	**127**	**13**	**21**
TOTAL UNFUNDED	**5**		

City of Gautier Organization Chart

FY 2018

Effective Feb. 6, 2018



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

ORDER NUMBER 027-2018

WHEREAS, the Martin Bluff Widening Project requires payment of moving expenses to Cecil and Debora Connor; and

WHEREAS, it is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the payment of moving expenses totaling $780.00 to Cecil and Debora Connor for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000 is hereby authorized and approved for payment.

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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/31/2018
Subject: Martin Bluff Road Widening Project - Approval and authorization to pay moving expenses totaling $780.00 to Cecil and Debora Connor for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Grants & Projects Department requests that City Council approve and authorize payment for moving expenses totaling $780.00 to Cecil and Debora Connor for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

This cost includes $780.00 for actual cost moving expenses. Mr. and Mrs. Conner have completed moving their miscellaneous personal property from the proposed right of way.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize payment for moving expenses totaling $780.00 to Cecil and Debora Connor for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

The City Council may:
1) Approve the moving expenses totaling $780.00 for the Martin Bluff Road Widening Project; or
2) Not approve the moving expenses totaling $780.00 for the Martin Bluff Road Widening Project.

ATTACHMENTS:

invoice

City of Gautier, Mississippi

Date January 30, 2018

INVOICE - RIGHT OF WAY

P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Cecil J. Conner and Debora A. Conner

Mortgagee N/A

Address 1645 Victoria Drive

Gautier, MS 39553

Acquired By:
- Agreement
- Settlement
- Condemnation
  - Special
  - Circuit
  - Supreme

Nature of Title
- Fee Simple
- Perm. Ease
- Temp. Ease
- D.E.
- 84-01 RELOCATION

TIN NO. 419-90-1575

Project No. STP 9194-00-(001) LPA/105069-801000 | County Jackson | File No. 047-0-00-W Conner

Description	Amount
MISCELLANEOUS PERSONAL PROPERTY Moving Expenses - Actual Cost	$ 780.00
IRS W-9 FORM SIGNED 11-08-17 **HOLD CHECK FOR RELOCATION AGENT** **MARTIN BLUFF ROAD**	
TOTAL INVOICE	**$ 780.00**

Recommended For Payment

Mark Dye

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

City of Gautier, Mississippi

By

Signature and Title

Paid By
Warrant No.

Req. No.

Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

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

ORDER NUMBER 028-2018

WHEREAS, the Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that April Havens, Grants & Projects Manager, is hereby designated as the Applicant Agent for the City's Hurricane Nate (4350) projects.

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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/31/2018
Subject: Designation of Applicant's Agent for Hurricane Nate Projects.

REQUEST:
The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Nate (4350) projects to April Havens.

BACKGROUND:
Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:
The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Havens is serving as applicant agent on all other disaster projects.

RECOMMENDATION:
City staff recommend that the Grants & Projects Director, April Havens, be designated as the Applicant's Agent for the City of Gautier for Hurricane Nate projects as of the date of this meeting.

City Council may:
1) Designate Grants & Projects Director April Havens as the Applicant's Agent for the City of Gautier for Hurricane Nate projects; or
2) Not designate Grants & Projects Director April Havens as the Applicant's Agent for the City of Gautier for Hurricane Nate projects; or

ATTACHMENTS:
1. Designation of Applicant Agent Form and Local Applicant's Agent Job Description
2. State-Local Disaster Assistance Agreement

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY:______________________________OF:__________________________

Governing Body City, County, Other Entity

THAT_____________________________________, __________________________________

Name of Designated Agent Official Position

ADDRESS:_____________________________, TELEPHONE (W)__________ (H)__________

____

is hereby authorized to execute for and in behalf of_____________________________________

City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS ______________ DAY OF ___________________ 20____.

____________________________________ ____________________________________

Name and Title **Name and Title**

____________________________________ ____________________________________

Name and Title **Name and Title**

____________________________________ ____________________________________

Name and Title **Name and Title**

CERTIFICATION

I, ____________________________________, duly appointed ________________________

Title

of,____________________________________, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the ______________________________

Governing Body

of _______________________________ on the ______ day of _________________, 20____.

____________________________________ ____________________________________

DATE SIGNATURE

MEMA PA-1 (REV 5/95)

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, etc.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the city or county with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this, the city or county will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

The City Council/County Board should be particularly selective in naming an Applicant Agent. The designation must be made by the action of the full body and should be recorded in the official record as any other ordinance or resolution would be. The City Council/County Board should carefully select a person who is able to perform the duties that will be assigned.

The person selected must also be able to spend the major amount of time required to do the job. Once the Applicant's Agent is selected the City Council or County Board must give their support and help.

In simplest terms, the Applicant's Agent will represent the local government in managing the city or county applications for federal disaster assistance funds. The agent will be the contact person for Federal and State agencies dealing with the disaster programs. This person will be responsible for managing federal funds provided for the community, for following state and local bid and contract procedures, for maintaining auditable records and for seeing that all work is accomplished before the completion dates are reached.

The position of Applicant's Agent is highly responsible and requires a good deal of time and strong managerial skills. The person selected must have the full confidence of the City Council/County Board and must be given sufficient authority to take the steps required under Federal regulations.

Some counties have appointed the Chancery Clerk, County Administrator, County Engineer, or Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: DR 4350

APPLICANT ID NO#: 059-26860-00

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB SuperCirculars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – SuperCircular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.

11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensnre all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.

13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.

14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.

15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.

16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.

17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.

19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.

20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.

21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.

22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.

23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.

24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.

25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Signed for the Applicant (Certifying Representative):

NAME (Print) SIGNATURE DATE

Signed for the State (Governor's Authorized Representative): (Do Not Continue Below This Line, MEMA Only)

Lee W. Smithson, Executive Director
NAME SIGNATURE DATE

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

ORDER NUMBER 029-2018

WHEREAS, Jackson County, Mississippi has requested use of the Singing River Mall Site, currently being leased by the City, for the 2018 Jackson County Household Hazardous Waste Collection Day; and

WHEREAS, the Jackson County Household Hazardous Waste Collection Day is held annually, and provides a benefit to the citizens of the City of Gautier; and

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

WHEREAS, it is the desire of the Mayor and Council of the City of Gautier, Mississippi to permit use of the leased portion of the Singing River Mall Site as more fully described in the Limited Use Agreement; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Limited Use Agreement between the City of Gautier and Jackson County Mississippi for the 2018 Jackson County Household Hazardous Waste Collection Day is hereby approved; and

IT IS FURTHER ORDERED that the Singing River Mall Site will be made available as the location for the 2018 Jackson County Household Hazardous Waste Collection site pursuant to the attached Limited Use Agreement; and

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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: January 31, 2018

Subject: Limited Use Agreement between the City of Gautier and Jackson County Mississippi for the Singing River Mall Site for the Jackson County Household Hazardous Waste Collection Day

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REQUEST:

The Recreation Department is requesting approval of a limited use agreement between the City of Gautier and Jackson County Mississippi for the Singing River Mall site for the 2018 Jackson County Household Hazardous Waste Collection Day.

BACKGROUND:

The City of Gautier is the lessee of certain real property located on the north side of Highway 90 known as the Gautier Town Center (formerly Singing River Mall). The City of Gautier received a request from Jackson County Solid Waste Department to use the Singing River Mall Site for its annual Household Hazardous Waste Collection Day.

DICUSSION:

The Jackson County Household Hazardous Waste Collection Day is held annually countywide. Singing River, LLC granted permission to the Jackson County Solid Waste Department to use the parking area located at Gautier Town Center (formerly Singing River Mall).The dates of use are April 20- 22, 2018.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a limited use agreement between the City of Gautier and Jackson County Mississippi for the Singing River Mall site for the 2018 Jackson County Household Hazardous Waste Collection Day.

City Council May:

1. Approve the limited use agreement between the City of Gautier and Jackson County Mississippi for the Singing River Mall site for the 2018 Jackson County Household Hazardous Waste Collection Day; or

2. Not approve the limited use agreement between the City of Gautier and Jackson County Mississippi for the Singing River Mall site for the 2018 Jackson County Household Hazardous Waste Collection Day.

ATTACHMENT(S):

Limited Use Agreement
Morrison Letter
Certificate of Liability Insurance
Map

LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI AND JACKSON COUNTY, MISSISSIPPI

This Limited Use Agreement of Real Property ("Agreement") is executed to be effective the _____ day of _______________, 2018, between the City of Gautier, Mississippi ("City") and Jackson County, Mississippi ("County").

WHEREAS, the City is the lessee of certain real property located on the north side of Highway 90 known as the Gautier Town Center (formerly Singing River Mall); and

WHEREAS, the County desires to host Jackson County's Annual "Amnesty Day" Household Hazardous Waste Collection Event on Saturday, April 21, 2018, at the parking area located at Gautier Town Center (formerly Singing River Mall) ("Parking Area"); and

WHEREAS, the County has previously obtained written authorization from the property owner for such use of the premises; and

WHEREAS, the City desires to allow the County to utilize this Parking Area for the purpose of hosting its annual "Amnesty Day" Household Hazardous Waste Collection Event held on Saturday, April 21, 2018.

THEREFORE, in consideration of the following mutual covenants and conditions it is hereby agreed as follows:

1. PARKING AREA

The Parking Area is graphically depicted on attached Exhibit A.

2. REPRESENTATIONS

The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.

3. TIME FRAME

The Parking Area may be utilized by the County on April 21, 2018.

4. LIMITED USE

A. The use of the Parking Area by the County shall be solely for the purpose of hosting its annual “Amnesty Day” Household Hazardous Waste Collection Event.

B. The County, in consideration for the use of the property during the above time frame, agrees to perform any necessary limited preparation for use of the property for the Event but agrees not to damage the property or make any permanent alterations to said property.

C. The County, in consideration for the use of the property during the above time frame, agrees to leave the property in the same condition as it existed before the Event.

5. COMPENSATION

The Parties agree that due to the benefit provided to their citizens, the City grants the County the use of the Parking Area without monetary compensation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

JACKSON COUNTY, MISSISSIPPI

By:________________________________
RANDY BOSARGE, PRESIDENT
BOARD OF SUPERVISORS

CITY OF GAUTIER, MISSISSIPPI

By:________________________________
PHIL TORJUSEN, MAYOR

VIA ELECTRONIC MAIL

January 03, 2018

Ronda Powell, Solid Waste Director
Julia Britt, Office Coordinator
Jackson County Board of Supervisors
P.O. Box 998
Pascagoula MS, 39568

RE: Household Hazardous Waste Day 2018
Gautier Town Center (formerly Singing River Mall)
2800 US-90, Gautier, MS 3955

Dear Ronda,

Singing River, LLC hereby grants permission to the Jackson County Solid Waste Department to use the parking area located at Gautier Town Center (formerly Singing River Mall).

The dates of use are April 20th to April 22nd 2018 for the annual Household Hazardous Waste Day

If you have any questions or need any additional information, please do not hesitate to call Amanda Redding at (225) 275-7577.

Sincerely,

Amanda Redding

Amanda Redding
Director of Property Management

/awr

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BancorpSouth Insurance Services, Inc.
Stewart Sneed Hewes - Pascagoula
633 Delmas Avenue
Pascagoula MS 39567

CONTACT NAME: Charles Persons
PHONE (A/C, No, Ext): 228-696-8634 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: joyce.howard@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mississippi Association of Supervis	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JACKCOU-01
Jackson County Board of Supervisors
P. O. Box 998
Pascagoula MS 39568-0998

COVERAGES **CERTIFICATE NUMBER:** 582330112 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			JAC2017	4/1/2017	4/1/2018	EACH OCCURRENCE	$500,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X 250,000						MED EXP (Any one person)	$5,000
	retention						PERSONAL & ADV INJURY	$500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$500,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			JAC2017	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$500,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X 250,000 X retention							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Household Hazardous Waste Collection Day - April 22, 2017

CERTIFICATE HOLDER

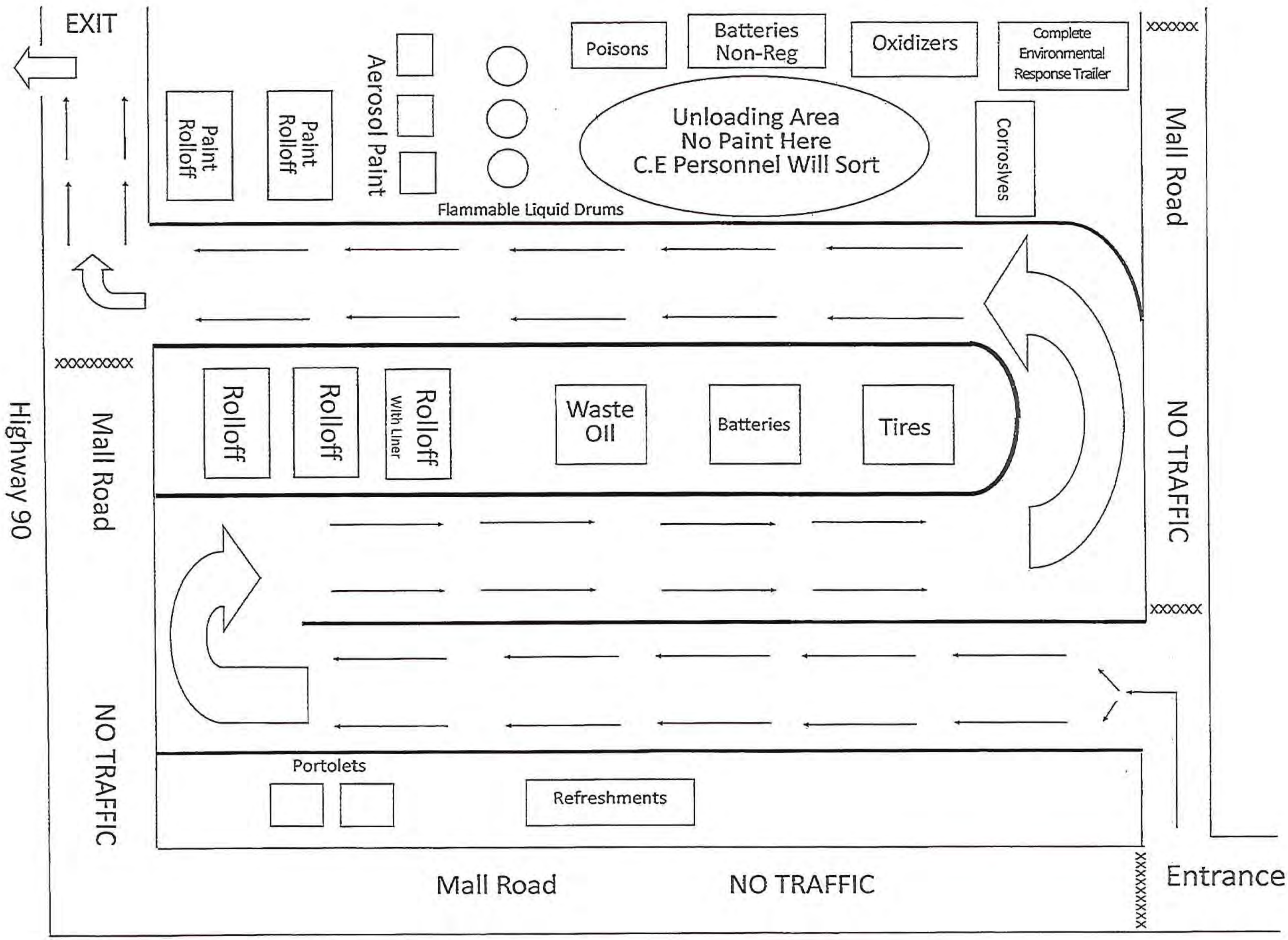
Singing River, LLC
c/o Morrison Companies
Attn: Amanda Redding
16851 Jefferson Hwy, Ste 9A
Baton Rouge LA 70817

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)


EXIT
Paint Rolloff
Paint Rolloff
Aerosol Paint
Flammable Liquid Drums
Poisons
Batteries Non-Reg
Oxidizers
Complete Environmental Response Trailer
Unloading Area
No Paint Here
C.E Personnel Will Sort
Corrosives
Mall Road
xxxxxx
xxxxxxxxx
Highway 90
Mall Road
Rolloff
Rolloff
Rolloff With Liner
Waste Oil
Batteries
Tires
NO TRAFFIC
xxxxxx
NO TRAFFIC
Portolets
Refreshments
Mall Road
NO TRAFFIC
xxxxxxxx
Entrance

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

ORDER NUMBER 029-2018

WHEREAS, the City Manager has recommended termination of the contract with Brown, Mitchell & Alexander, Inc. associated with the development of the City of Gautier's Town Commons Park entered on or about April 18, 2017; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to terminate the contract with Brown, Mitchell & Alexander, Inc. associated with the development of the City of Gautier's Town Commons Park; and

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: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

____
MAYOR

ATTEST:

____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2018.

Councilman Vaughan made the motion to go into Closed Session to determine whether to go into Executive Session. **Councilman George** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to go into Executive Session to discuss Jackson County Utility Authority litigation. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to instruct the City Attorney to proceed with prosecution of the litigation with Jackson County Utility Authority. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to return to Open Session. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

Councilman Vaughan made the motion to recess the meeting until Tuesday, February 20, 2018 at 6:30 PM. **Councilwoman Martin** seconded the motion and the vote carried unanimously.

APPROVED BY:

____

MAYOR

ATTEST:

____

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi at the meeting of February 20, 2018.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting: February 20, 2018
Title: Receive January 2018 Privilege License Report

Introduced by:
Contact Person/Telephone Cynthia Russell 497-8000 ext. 302

Summary Explanation: Receive January 2018 Privilege License Report.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for January 2018 is hereby received.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

City of Gautier
Business Registry
January 2018

ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
148	2018-12-0005719	Royal Oil Company, #39	$82.50	Delinquent
161	2018-12-0005720	Grey Walker, Allen Beverages	$150.00	Delinquent
947	2019-12-0005721	Gretel Monroy	$45.00	Delinquent
1194	2019-12-0005722	Clearwater Solutions, LLC	$80.00	Delinquent
1348	Closed	Reliant Services	$0.00	Closed
90	2018-11-0005723	Arthur James Hunt	$33.30	Delinquent
251	2019-01-0005724	Amiee Gautier Dugger	$20.00	Current
140	2019-12-0005725	Dr. Clifford Brewer	$45.00	Delinquent
1459	2019-01-0005726	Richard Sarnowski	$20.00	New
233	2019-01-0005727	Pyramid Homes of Gautier, LLC	$20.00	Current
1037	2019-12-0005728	BML Auto Service	$20.00	Delinquent
1114	2019-12-0005729	Greenacres	$20.00	Delinquent
422	2019-12-0005730	Singing River Mini Warehouses	$20.00	Delinquent
214	2019-01-0005731	Jerry Lee's #4	$220.00	Current
1401	2019-01-0005732	S&W Spirits	$45.00	Current
248	2019-01-0005733	The People's Bank	$20.00	Current
1460	2019-01-0005734	Graced Tax Center	$20.00	New
1461	2019-01-0005735	B & S Chevron	$40.00	New
228	2019-01-0005736	Noblitt & Associates Inc	$20.00	Current
173	2019-12-0005737	Always Money	$20.00	Delinquent
1462	2019-01-0005738	Empire Tax	$20.00	New
1350	2019-01-0005739	Jelly Donuts & Kolaches	$20.00	Current
1122	2019-01-0005740	Duane Purnell	$20.00	Current
42	2018-10-0005741	Merchants and Marine Bank	$30.00	Delinquent
132	Closed	Tom Teriffic Lawn Care	$0.00	Closed
1041	2019-01-0005742	Riverside Auto Sales	$20.00	Current

159	2018-12-0005743	Mitchell Bros. LLC	$62.50	Delinquent
1293	Closed	Pallet Exchange Network	$0.00	Closed
135	2018-12-0005744	Advance Auto Parts #1403	$92.50	Delinquent
236	2019-01-0005745	Roughwater Marine	$75.00	Current
1290	2019-01-0005746	T's Kitchen	$20.00	Current
1298	Closed	Micah Nelson Photography	$0.00	Closed
1463	2019-01-0005747	Kim's Embroidery & Monogramming	$20.00	New
1343	Closed	Mattresses of Mississippi	$0.00	Closed
1117	2019-01-0005748	Grandma Lulee's Catering/ Dust Buster	$20.00	Current
1395	2019-12-0005749	4 Paws Doggie Day Spa	$20.00	Delinquent
379	2018-05-0005750	Bunny Bread (Warehouse)	$23.40	Delinquent
1403	2019-01-0005751	America's Tax Office Pros	$20.00	Current
1196	2019-01-00005752	Wendy's #266	$30.00	Current
1204	Closed	Lead Staffing	$0.00	Closed
1324	2018-06-0005753	Quadmed LLC	$114.26	Delinquent
186	2019-01-0005754	Southeastern Computer Consul. Inc.	$20.00	Current
1408	2019-02-0005755	Sky Cleaners & Alterations	$20.00	Current
188	2019-01-0005756	B's Elegance	$20.00	Current
1405	Closed	Pelican Harbor Management Solution	$0.00	Closed
895	2019-01-0005757	Danny Beauchamp	$20.00	Current
816	2019-01-0005758	Bond Contracting	$20.00	Current
		Total:	**$1,648.46**	

Current	19
New Business	5
Slot Amusement	0
Due Refund	0
Transient Vendor	0
Closed Business	7
Delinquent Renewals Issued	16

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Authorization to purchase four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptors and place vehicles on City insurance and inventory**
Introduced by:	
Contact Person/Telephone	**Chief Dante Elbin 497-8007**

Summary Explanation: Authorization for the Police Department to purchase four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptors police vehicles and place vehicles on City insurance and inventory. The purchase of these vehicles will come from the Department of Justice/Asset Forfeiture Account.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Gautier Police Department currently have several patrol vehicles in service that have high mileage and are becoming a safety concern; and

WHEREAS, the four (4) 2018 Dodge Chargers will be issued to the Patrol Division replacing older front line vehicles. The two (2) 2018 Ford Interceptors will be issued to the Criminal Investigations Division replacing the older vehicles;

WHEREAS, the purchase of these vehicles will come from the Department of Justice/Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchase of four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptors is hereby authorized; and

IT IS FURTHER ORDERED that placement of these vehicles on City insurance and inventory is hereby authorized; and

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Captain Police Department
Date: 02/12/2018
Subject: Authorization to purchase four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptors

---

REQUEST:
City Council authorization is requested for the Police Department to purchase four (4) 2018 Dodge Chargers and two (2) 2018 Ford Interceptor police vehicles.

BACKGROUND:
The Police Department currently have several patrol vehicles in service that have high mileage and are becoming a safety concern. The four(4) Dodge Chargers will be issued into the Patrol Division replacing older front line patrol vehicles. The two (2) Ford Interceptors will be issued to the Criminal Investgations Division replacing two of there older vehicles.

DISCUSSION:
The purchase of these vehicles will come from the Department of Justice/ Asset Forfeiture Account. According to the Department of Justice asset forfeiture laws, equitably shared funds shall be used by law enforcement agencies for law enforcement purposes only.

RECOMMENDATION:
The Gautier Police Department request the city council to approve the purchase of these vehicles and place them on City insurance and inventory.

ATTACHMENTS:
None

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Authorization to accept a donation in the amount of $800.00 from Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000 ext. 317**

Summary Explanation: Authorization to accept a donation in the amount of $800.00 from Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park. This donation is in the best interest of the City of Gautier.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the City of Gautier hosts an annual Easter Egg Hunt at Shepard State Park; and

WHEREAS, Jason Pilger Hyundai has historically been the major sponsor for this event and has offered to donate $800.00 to the City for the support of the 7th Annual Easter Egg Hunt; and

WHEREAS, the Mayor and City Council Members find that this donation is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the donation in the amount of $800.00 by Jason Pilger Hyundai to support the 7th Annual Easter Egg Hunt at Shepard State Park is hereby accepted and authorized.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	02/13/2018
Subject:	Authorization to accept a donation in the amount of $800.00 from Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park.

<u>REQUEST:</u>

The Recreation Department is seeking authorization from City Council to accept a monetary donation from Jason Pilger Hyundai in the amount of $800 for the City of Gautier's 7th Annual Easter Egg Hunt to be held March 17, 2018 at 5:00 p.m. at Shepard State Park.

<u>BACKGROUND:</u>

The City of Gautier hosts its annual Easter Egg Hunt at Shepard State Park. Historically, Jason Pilger Hyundai is our major sponsor for this event. This year, the Recreation Department will host a free outdoor movie night in conjunction with the Easter Egg Hunt. The festivities will include free pictures w/ Easter Bunny, hay ride along the Bunny Trail, face painting, and prizes!

<u>DISCUSSION:</u>

The Easter Egg Hunt will take place at 5:00 p.m. on March 17th and will be followed by a free outdoor movie. The donation by Jason Pilger Hyundai is in the best interest of the City of Gautier.

<u>RECOMMENDATION:</u>

The Recreation Department recommends that City Council approve the donation in the amount of $800.00 by Jason Pilger Hyundai for the 7th Annual Easter Egg Hunt at Shepard State Park.

The City Council may:
1. Approve the monetary donation; or
2. Not approve the monetary donation.

<u>ATTACHMENTS:</u>

1. Consent Agenda Item 6 - Jason Pilger Hyundai Easter Egg Hunt Donation
2. Jason Pilger Donation

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

JASON PILGER HYUNDAI
613 DE LA POINTE DRIVE
GAUTIER, MS 39553
(228) 522-3413

WELLS FARGO
61-375/622

035651

CHECK 035651

PAY Eight Hundred & NO/100 Dollars

DATE 02/12/2018

AMOUNT $******800.00

TO THE ORDER OF

CITY OF GAUTIER
GAUTIER, MS

JASON PILGER HYUNDAI
VOID AFTER 90 DAYS

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

[redacted]

JASON PILGER HYUNDAI 613 DE LA POINTE DR. • GAUTIER, MS 39553

CHECK 035651

7480 CITY OF GAUTIER, GAUTIER, MS						
2018 EASTER EGG HUNT			02/12/2018	008278	035651	800.00
49A	344.00	49B				336.00
49D	80.00	49F				40.00

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting: February 20, 2018

Title: Resolution removing a Police Department vehicle from inventory and insurance coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus

Introduced by:

Contact Person/Telephone Chief Dante Elbin 497-8007

Summary Explanation: Approval of a resolution removing a 2009 Dodge Charger Police Car, VIN #2B3KA43T39H561760 (Inventory Control #1102) from inventory and insurance Coverage, and authorizing vehicle to be used for parts until such time as it can be deemed surplus.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO REMOVE A POLICE DEPARTMENT VEHICLE FROM INVENTORY AND INSURANCE COVERAGE, AND AUTHORIZING VEHICLE TO BE USED FOR PARTS UNTIL SUCH TIME AS IT CAN BE DEEMED SURPLUS

WHEREAS, the Gautier Police Department is requesting a 2009 Dodge Charger Police Car, VIN#2B3KA43T39H561760 (Inventory Control #1102) be removed from inventory and be used for parts until such time as it can be deemed surplus;

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the vehicle, removal from inventory and use for parts is the best use of said vehicle, and is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the 2009 Dodge Charger Police Car is hereby removed from inventory, removed from insurance coverage and authorized to be used for parts until such time as it can be deemed surplus.

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **20th** day of **February** 2018.

____
PHIL TORJUSEN, MAYOR

ATTEST:

____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Danny Selover, Captain Police Department
Date: 02/13/2018
Subject: Resolution removing a Police Department vehicle from inventory and authorizing vehicle to be used for parts until such time as it can be deemed surplus

---

REQUEST:
City Council approval is requested by the Gautier Police Department to remove a 2009 Dodge Charger, VIN 2B3KA43T39H561760 (inventory control number 1102) from inventory and insurance and authorize the vehicle to be used as parts until such time as it can be deemed surplus.

BACKGROUND:
This vehicle is a 2009 Dodge Charger that was issued to one of our K9 handlers. This K9 handler was recently issued a new vehicle for his specialized position.

DISCUSSION:
This vehicle was used as a K9 unit primarily assigned to Interstate 10. The vehicle would require a new engine which the police department staff and mechanics feel would not be cost effective.

RECOMMENDATION:
Police Department staff recommends that City Council authorize the vehicle to be removed from its inventory and insurance and authorize vehicle to be used for parts until such time as it can be deemed surplus.

ATTACHMENT:
None

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	February 20, 2018
Title:	Approval and authorization to pay business landlord reestablishment expenses totaling $25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000
Introduced by:	
Contact Person/Telephone	April Havens 497-8000 Ext. 315

Summary Explanation: Approval and authorization to pay business landlord reestablishment expenses totaling $25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, the Martin Bluff Widening Project requires payment of business landlord reestablishment expenses to Warren A. Powell; and

WHEREAS, the Mayor and Members of the City Council find that the payment of business landlord reestablishment expenses are in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the payment of business landlord reestablishment expenses totaling $25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000 is hereby authorized and approved for payment.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	April Havens, Grants Administrator
Date:	02/13/2018
Subject:	Approval and authorization to pay business landlord reestablishment expenses totaling $25,000 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000

REQUEST:

The Grants & Projects Department requests that City Council approve and authorize payment for business landlord reestablishment expenses totaling $25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project STP-9194-00(001) LPA/105069-801000.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and the Service Road north of Interstate 10. This project is now in the right-of-way acquisition phase.

DISCUSSION:

This cost includes business landlord reestablishment expenses totaling $25,000 ($18,000 for completed modifications and $7,000 for a completed replacement site). Mr. Powell is a displaced business landlord who is making modifications to a replacement site. He is requesting the regulatory limit of $25,000 for reestablishment expenses. This will complete relocation payments he is eligible to receive.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council approve and authorize payment for business landlord reestablishment expenses totaling $25,000.00 to Warren A. Powell for the Martin Bluff Road Widening Project.

The City Council may:
1) Approve business landlord reestablishment expenses totaling $25,000.00 for the Martin Bluff Road Widening Project; or
2) Not approve business landlord reestablishment expenses totaling $25,000.00 for the Martin Bluff Road Widening Project.

ATTACHMENTS:

1. Right of Way Invoice

City of Gautier, Mississippi

Date January 16, 2018 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Warren A. Powell

Mortgagee N/A

Address P.O. Box 5336

Moss Point, MS 39563

Acquired By:		**Nature of Title**	
Agreement		Fee Simple	
Settlement		Perm. Ease	
Condemnation		Temp. Ease	
Special			
Circuit		D.E.	
Supreme			
		84-01 RELOCATION	

TIN NO. 427-33-3049

Project No. STP 9194-00-(001) LPA/105069-801000 County Jackson File No. 30-1 Warren A. Powell

Description	Amount
BUSINESS LANDLORD	
Reestablishment Expenses (First Payment - Completed Modifications)	$ 18,000.00
IRS W-9 FORM SIGNED 04/06/16	
HOLD CHECK FOR RELOCATION AGENT	
MARTIN BLUFF ROAD WIDENING PROJECT	
TOTAL INVOICE	**$ 18,000.00**

Recommended For Payment

Mark Dye

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

City of Gautier, Mississippi

By

Signature and Title

Paid By

Warrant No.

Req. No.

Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

ROW-320

City of Gautier, Mississippi

Date January 16, 2018 **INVOICE - RIGHT OF WAY** P.O. Number 941/

State Vendor No. V99941ROWY0 Customer Acct. No.

Payee Warren A. Powell

Mortgagee N/A

Address P.O. Box 5336

Moss Point, MS 39563

Acquired By:	**Nature of Title**
Agreement	Fee Simple
Settlement	Perm. Ease
Condemnation	Temp. Ease
Special	
Circuit	D.E.
Supreme	
	84-01 RELOCATION

TIN NO. 427-33-3049

Project No. STP 9194-00-(001) LPA/105069-801000 County Jackson File No. 30-1 Warren A. Powell

Description	Amount
BUSINESS LANDLORD	
Reestablishment Expenses (Second Payment - Completed Replacement Site	$ 7,000.00
IRS W-9 FORM SIGNED 04/06/16	
HOLD CHECK FOR RELOCATION AGENT	
MARTIN BLUFF ROAD WIDENING PROJECT	
TOTAL INVOICE	**$ 7,000.00**

Recommended For Payment

Relocation Agent, Mark Dye

Relocation Reviewer, Bruce Fogg

Approved

City of Gautier, Mississippi

By

Signature and Title

Paid By

Warrant No.

Req. No.

Date

OCA	Object Level 3	User Code 1 (Function)	User Code 2 (Part. Code)	Project/Detail Property ID Maint. Sec.	Amount	Parcel No.	Acres

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Approval for the appointment of Dr. Paul Ceasar to the Gautier Historic Preservation Commission**
Introduced by:	
Contact Person/Telephone	**April Havens 497-8000 ext. 315**

Summary Explanation: Approval for the appointment of Dr. Paul Ceasar to the Gautier Historic Preservation Commission.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

ORDER NUMBER 000-2018

WHEREAS, all members of the Gautier Historic Preservation Commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of Dr. Paul Ceasar to the Gautier Historic Preservation Commission is hereby approved.

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

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 02/13/2018
Subject: Approval of Gautier Historic Preservation Commission Appointment

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REQUEST:
The Grants and Projects Department requests City Council approval of Dr. Paul Ceasar for appointment to the Gautier Historic Preservation Commission.

BACKGROUND:
"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:
Upon the death of Historic Preservation Commissioner Raymond Brown in December 2017, a vacancy was left on the Gautier Historic Preservation Commission. The HPC chairman and other commissioners have completed a search and are recommending the appointment of Dr. Paul Ceasar. If appointed by the City Council, Dr. Ceasar would serve the remainder of Mr. Brown's term, which will expire Jan. 5, 2019.

RECOMMENDATION:
The Grants and Projects Department recommends City Council approval of Dr. Paul Ceasar for appointment to the Gautier Historic Preservation Commission based on the qualifications and experience outlined on his candidate profile form.

City Council may:
1) Approve the appointment of Dr. Paul Ceasar to the Historic Preservation Commission as presented; or
2) Not approve the appointment of Dr. Paul Ceasar to the Historic Preservation Commission as presented.

ATTACHMENTS:
1. Candidate Profile Form

CITY OF GAUTIER

BOARD AND COMMISSION CANDIDATE PROFILE FORM

Contact Information

Name	Dr Paul Ceasar
Street Address	1433 Aubin Blvd
City, St., Zip code	Gautier, 39553
Home Phone	228-497-9031
Work Phone	228 471-5393
E-Mail Address	plcsar 3@ bellsouth.net
Place of Employment	Providence Bapt. Church

Background Information

Position Applying for : Historic Preservation Commission

Reason for interest in position: I like to help persorve the historical value of our community.

Prior involvement with the City: Lead prayer at many city events youth football, softball and the splash pad at city park.

Commissions / Board and Committees

Please mark a (x) next to the following commissions, committees or board that you wish to participate in. You will be notified which commission, committee or board that you've been chosen to serve on.

- ☐ Recreation Advisory Committee
- ☐ Technical Review Committee
- ☐ Waterfront Development Advisory Committee
- ☐ Planning Commission
- ☐ Senior Center Steering Committee
- ☒ Historic Preservation Commission
- ☐ Municipal Election Commission
- ☐ Library Board

Previous Volunteer Experience

Summarize your previous volunteer experience.

Bacot Park I help Paint and restore ~~the~~ facility, so that we could have events at the park. I was also apart of putting up the new wooden fence at the park. we started Church softball league and bacot park as well along with pastor Felix Jackson.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) Paul Ceasar	
Signature Paul Ceasar	
Date 1-25-18	

Our Policy

It is the policy of the City of Gautier to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Applications can be dropped off at City Hall or emailed to crussell@gautier-ms.gov
Thank you for your interest in volunteering with the City of Gautier.

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Resolution authorizing Mileage Reimbursement for Mayor Torjusen while on official travel for the January 2018 MML Mid-Winter Legislative Conference**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Resolution authorizing Mileage Reimbursement for Mayor Torjusen at the mileage reimbursement rate allowable to federal employees for the use of a privately owned vehicle while on official travel for the January 2018 MML Mid-Winter Legislative Conference pursuant to Miss. Code Ann. 25-3-41(2).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO PERFORMANCE OF HIS OFFICIAL DUTIES

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for travel expenses and mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted travel expenses and mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars ($100.00) per month; and

WHEREAS, in the month of January Mayor Phil Torjusen travelled to Jackson, MS for the purpose of the 2018 MML Mid-Winter Legislative Conference in performance of his official duties as a council member; and

WHEREAS, the personal vehicle of the council member was used for the above travel;

WHEREAS, the distance of travel was 358 miles; and

WHEREAS, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars ($100) per month with the mileage expense at the federal approved rate of reimbursement; and

WHEREAS, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member's official duties;

BE IT, THEREFORE, RESOLVED that the mileage reimbursement of $100 is hereby approved.

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

AYES:

NAYS:

____
MAYOR

ATTEST:

____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	02/14/2018
Subject:	Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official dutes for the January 2018 MML Mid-Winter Legislative Conference

REQUEST:

City Council authorization is requested to reimburse mileage to Mayor Phil Torjusen for the purpose of the 2018 MML Mid-Winter Legislative Conference in Jackson, MS.

DISCUSSION:

The City Council has budgeted travel expenses and mileage reimbursement for the mayor and council members to travel in performance of their official duties, up to one hundred dollars ($100) per month; and in the month of January, Mayor Phil Torjusen traveled to Jackson, MS, for the purpose of the 2018 MML Mid-Winter Legislative Conference. Mayor Torjusen used his personal vehicle for the trip.

RECOMMENDATION:

City Clerk recommends reimbursement to Mayor Phil Torjusen for mileage expense in the amount of one hundred dollars ($100).

ATTACHMENTS:

None

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:	**February 20, 2018**
Title:	**Resolution authorizing Mileage Reimbursement for Mayor Torjusen while on official travel in February 2018 for the purpose of meeting with the legislators**
Introduced by:	
Contact Person/Telephone	**Cynthia Russell 497-8000 ext. 302**

Summary Explanation: Resolution authorizing Mileage Reimbursement for Mayor Torjusen at the mileage reimbursement rate allowable to federal employees for the use of a privately owned vehicle while on official travel in February 2018 for the purpose of meeting with the legislators pursuant to Miss. Code Ann. 25-3-41(2).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

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

Action Taken:

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

RESOLUTION NUMBER 000-2018

RESOLUTION OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, AUTHORIZING MILEAGE REIMBURSEMENT FOR MAYOR PHIL TORJUSEN RELATING TO PERFORMANCE OF HIS OFFICIAL DUTIES

WHEREAS, pursuant to Miss. Code Ann. 25-3-41(2) council members are authorized to receive reimbursement for travel expenses and mileage when travelling in personal vehicles in performance of their official duties; and

WHEREAS, the City Council has budgeted travel expenses and mileage reimbursement for council members to travel in performance of their official duties, up to one hundred dollars ($100.00) per month; and

WHEREAS, in the month of February Mayor Phil Torjusen travelled to Jackson, MS for the purpose of meeting with the legislators and meetings along the Gulf Coast in performance of his official duties as a council member; and

WHEREAS, the personal vehicle of the council member was used for the above travel;

WHEREAS, the distance of travel was 475 miles; and

WHEREAS, the Mayor and Members of Council previously approved the monthly mileage, up to one hundred dollars ($100) per month with the mileage expense at the federal approved rate of reimbursement; and

WHEREAS, the Mayor and Members of Council hereby find this travel to be in the performance of the requesting Council Member’s official duties;

BE IT, THEREFORE, RESOLVED that the mileage reimbursement of $100 is hereby approved.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2018.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Purchasing Agent
Date:	02/14/2018
Subject:	Resolution authorizing Mileage Reimbursement for Mayor Phil Torjusen relating to performance of his official duties in February for the purpose of meeting with legislators

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REQUEST:

City Council authorization is requested to reimburse mileage to Mayor Phil Torjusen for the purpose of traveling to Jackson, MS, to meet with the Legislators and meetings along the Gulf Coast.

DISCUSSION:

The City Council has budgeted travel expenses and mileage reimbursement for the mayor and council members to travel in performance of their official duties, up to one hundred ($100) per month; and in the month of February, Mayor Phil Torjusen traveled to Jackson, MS, for the purpose of meeting with the Legislators and meetings along the Gulf Coast.

RECOMMENDATION:

City Clerk recommends reimbursement to Mayor Phil Torjusen for mileage expense in the amount of one hundred dollars ($100).

ATTACHMENTS:

None

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 20, 2018

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
